



**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA**

6:30 PM, Tuesday, December 12, 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

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 the approval of the November 28, 2023 Council meeting minutes.

Item No. 2 - Council Meeting Calendar

Consider the 2024 meeting calendar.

Item No. 3 - Surplus Request

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

Item No. 4 - Planning and Zoning Commission Appointments

Consider the reappointment of Vincent Niemiec and David Colby to the Planning and Zoning Commission for a two (2) year term expiring Dec. 31, 2025.

Item No. 5 - Change Order Request
Osceola Street

Consider approval of Change Order 2 for the sidewalk improvement contract with B & B Outdoor, LLC for mobilization fees in the budgeted amount of \$4,000.

Item No. 6 - C-R7058 JAG Grant Approval and Budget Amendment

Consider JAG Grant approval for the Florida Department of Law Enforcement to fund the Defender Shields for officers in the Police Department and a budget amendment in the amount of \$9,520 for this unanticipated reimbursable grant.

**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA**

6:30 PM, Tuesday, December 12, 2023

Item No. 7 - Resolution No. 2023-052R
Policy Revision

Consider adopting the amended
Property Control Policy.

Item No. 8 - Resolution No. 2023-053R
Section 125 Plan

Consider amending and restating the
City's Section 125 - Cafeteria Plan,
including the Flexible Spending
Account (FSA) option with carry over
features for the January 1, 2024,
through December 31, 2024, plan year.

Item No. 9 - Bid Award
Purchase of Hand Guns

Consider bid award to Lawmen's
Shooters, Inc. to purchase handguns for
the Police Department in the total
budgeted amount of \$104,475.

Item No. 10 - Piggyback Contract
Water Meter Installation Services

Consider approval to piggyback the
Pasco County term contract with
National Metering Services, Inc. to
provide water meter installation
services.

Item No. 11 - Piggyback Contract
Police Uniforms and Boots

Consider approval to piggyback the
Broward County Sheriff's Office term
contract with Galls, LLC. to provide
police uniforms and boots.

Item No. 12 - Martin Luther King, Jr. Day Event
Request

Consider approval of the event, with
road closures (parade), and signs placed
on City property on January 15, 2024 at
McKinney Park and continuing to
Waterfront Park.

Item No. 13 - Honor the Fallen 5k road closure
request

Consider the road closure request to
Honor the Fallen 5k Clermont Police
Department on February 24, 2024.

Item No. 14 - Clermont Caribbean Jerk Festival
Event, Open Container, Sign Request, and boat
ramp closure request

Consider approval of CAALC to have
an open container area for their
"Clermont Jerk Festival" event on June
1, 2024, at Waterfront Park, and signs
to promote the event, and the boat ramp
closure request.

Item No. 15 - Sips and Salsa Event and Open
Container Request

Consider the Event and Open Container
request for the City's cultural event co-
hosted by the South Lake Chamber of
Council in Downtown Clermont on
September 21, 2024.

**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, December 12, 2023**

Item No. 16 - Red White & Boom Event,
Fireworks, and Open Container Request

Consider City event request and open container area at Waterfront Park between 3rd Street and 4th Street on July 4, 2024 from 5:00 PM to 9:30 PM.

Item No. 17 - Flodash Event and Road Closure Request

Consider event and road closure request for "Freedom 5K" on July 4, 2024.

Item No. 18 - Pig On the Pond Event Request and Boat Ramp Closure

Consider the event request on October 11 - 13, 2024 to be held at Waterfront Park with open container in the approved area, fee waiver, signage on city property, fireworks, staff assistance and trail and boat ramp closure.

Item No. 19 - Taste of South Lake Event and Open Container Request and Boat Ramp Closure

Consider allowing the South Lake Chamber of Commerce to have an open container area and boat ramp closure for their event on November 7, 2024 at Waterfront Park.

Item No. 20 - Event Request and Boat Ramp Closure
Florida Free Wheelers Bicycle Club

Consider allowing their annual "Horrible Hundred" event at Waterfront Park on November 16 - 17, 2024, and boat ramp closure on Sunday, November 17, 2024.

Item No. 21 - Light Up Clermont/Hometown Holiday Parade Event, Road Closure and Boat Ramp Closure Request

Consider allowing the Clermont Parks & Recreation Department to host the annual event in downtown Clermont with street closures and boat ramp closure on December 6 - 7, 2024.

Item No. 22 - Event and Road Closure Request
Cookies & Cocoa

Consider the event request with road closures on December 13, 2024 in Downtown Clermont.

Item No. 23 - Clermont Main Street 2024 Request

Consider approval of their 2024 season of events, and waive all associated ground, staff fees, open container, and road closures for all events.

Item No. 24 - Sommer Sports 2024 Events Request and Boat Ramp Closure

Consider approval of Sommer Sports 2024 season, open container allowance, and waive all associated ground fees, road closure, and partial day closure of the boat ramp for 2 events.

**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, December 12, 2023**

UNFINISHED BUSINESS

- | | |
|---|--|
| Item No. 25 - Council Member Request | Consider the requested Citizens Budget Review Committee. |
| Item No. 26 - Ordinance No. 2023-026 <i>Final Lumberyard District PUD</i> | Consider an ordinance for a Planned Unit Development rezoning for the redevelopment of 12.3 +/- acres within the Central Business District for a mixed-use project adjacent to Victory Pointe and South Lake Trail. |
| Item No. 27 - Ordinance No. 2023-033 <i>Final ROW Vacation Request</i> | Consider a request for a partial right-of-way vacation of Carroll Street and Lake Drive in order to redevelop this area for a mixed-use project in the Downtown area, west of Victory Pointe and adjacent to the South Lake Trail. |
| Item No. 28 - Ordinance No. 2023-034 <i>Final Planning & Zoning Quorum Ratification</i> | Consider a code amendment from 2010 (Ordinance 2010-01-C) for the Planning and Zoning Board quorum. |

NEW BUSINESS

- | | |
|---|--|
| Item No. 29 - Variance Request
<i>Wendy's at John's Lake Landing</i> | Consider a request for two (2) sign variances for the Wendy's location within John's Lake Landing PUD. |
| Item No. 30 - Variance Request
<i>Bojangles at Plaza Collina</i> | Consider a variance request to allow for a reduced front yard sign setback. |
| Item No. 31 - Resolution No. 2023-047R
<i>The Learning Experience at Hammock Ridge</i> | Consider the Conditional Use Permit to allow for a 12,272 square foot childcare facility in the Tuscany Village PUD on a vacant parcel located west of US Highway 27 and Bella Lago Drive. |
| Item No. 32 - Resolution No. 2023-051R
<i>Fee Schedule Amendment</i> | Consider amending the fee schedule for Parks and Recreation and Sanitation. |

ADJOURN

Public Notice

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

**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, December 12, 2023**

is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Council Chambers or exit the City Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

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

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

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

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

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 28, 2023

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, November 28, 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 Gonzalez, Myers, Pines and Purvis.

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

INVOCATION AND PLEDGE OF ALLEGIANCE

Police Chaplin Pagan gave the invocation followed by the Pledge of Allegiance.

PRESENTATIONS

Commissioner Parks congratulated and welcomed Council Member Myers.

The traffic signal planned for Wellness Way and US Highway 27 is in the final engineering stage. Manufacturing can take up to a year to complete due to it being a custom signal. Traffic at that intersection is heavier than anticipated and Lake County is working on temporary solutions to alleviate issues until the signal is in place. Some suggestions have been to only allow a right hand turn from Wellness Way to US Highway 27, another is to have message boards out in that area telling drivers to be careful.

The County Commission approved the five year update to the transit plan. The North Lake to South Lake connection is funded and should be running in the first half of the coming year. There is a special part that calls out on demand transit for Wellness Way, the four corners are, and the Wolf Branch Innovation district in north Lake County. There will be an increase in the number of stops and some routes will be seven days a week.

Mayor Murry inquired about the re-signalization of traffic lights on Highway 50. Commissioner Parks said he believes they have started on that.

Council Member Pines asked where drivers would make a U-turn if they will not be able to make a left hand turn from Wellness Way US Highway 27. Commissioner Parks stated that there would need to be a conversation to figure out the logistics and he will work with City Manager Bulthuis regarding that.

Council Member Purvis asked if they can look into getting street lights at that intersection as it is dark.

City Manager Bulthuis explained that part of the issue with the traffic signal is getting FDOT to approve. Commissioner Parks stated that they have a verbal approval from FDOT but nothing in writing.

Discussion ensued regarding traffic on Highway 50 due to Costco opening and that drivers are using Highway 50 as an alternative to the turnpike with the construction going on.

Council Member Myers spoke about traffic issues at Hancock and Highway 50, drivers are making left hand turns on Hancock where it is a right turn only and crossing over the emergency barrier. Commissioner Parks stated that he will get with the County Engineer and drive through that area.

Mayor Murry asked about repaving the south side of Citrus Tower Blvd. Commissioner Parks stated the he believes its due soon.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 28, 2023

PUBLIC COMMENTS

Banks Helfrich, 9100 Sams Lake Rd. – spoke regarding “Keep Lake Beautiful”.

Frankie Ramsen, 369 Sky Valley St. – thanked the City for the lighting in the subdivision. Asked for lighting at North Ridge and Citrus Tower Blvd.

Paula Hoisington, 564 E. Desoto St. – thanked the council for having staff work on the sidewalks around Aurelia Cole Academy.

Charlene Forth, 939 W. Desoto St. – expressed concern on the statement the Mayor makes regarding public comments.

Mayor Murry commented the language is in there for the public to enjoy a meeting without foul language.

Council Member Purvis expressed his opinion on the statement and the need for it to be read.

City Manager Bulthuis explained that the city is not trying to prohibit free speech. Mr. Bulthuis referred to City Attorney Mantzaris regarding state law.

City Attorney Mantzaris stated that the statement is written to be consistent with the public participation act and is unaware of any statutes that have been violated in regards to the statement. Under the previously mentioned public participation act, it allows for the Council to maintain proper conduct and decorum for the meeting. City Attorney Mantzaris read the public participation act for the record.

AGENDA CHANGES

City Manager Bulthuis informed the Council that there are a number of changes. Items 16 – 21 are requesting to be tabled.

City Attorney Mantzaris explained that these items were heard at the November 7, 2023 Planning & Zoning Commission meeting. Four out of the seven members were present and it was believed a quorum was met and the meeting was held. In 2010 Council re-structured the Planning & Zoning Commission from ten to seven and intended the quorum was to be from five to four members. After the meeting it was discovered that the ordinance did not specifically address the reduction of the quorum. It is necessary for the items that were on that agenda to go back before the Planning & Zoning Commission and then return to Council.

The last item on this agenda is an introduction to clarify the 2010 ordinance.

City Attorney Mantzaris clarified that the first two items on the agenda, resolutions related to the budget, have to be the first action item taken at the meeting. He asked council to handle the motions for the agenda changes after the two resolutions are heard and voted on.

REPORTS

CITY MANAGER REPORT

City Manager Bulthuis –

- Light up Clermont is Friday from 5:30pm – 9pm with the tree lighting at 7pm.
- Parade is Saturday and begins at Waterfront Park at 10am.
- December 8 is Cookies and Cocoa downtown.
- Asked residents to shop local.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 28, 2023

CITY ATTORNEY REPORT

No report

CITY COUNCIL REPORT

Council Member Purvis – no report

Council Member Myers –

- Thanked the voters for the opportunity to serve.
- Working on getting a citizen's budget review committee.
- Meeting with all Directors.
- Will attend the Florida League of Cities conference.

Council Member Pines –

- Council is the budget oversight committee, we have public meetings and residents can voice opinions, not in favor of this.

Council Member Purvis stated he thought this was a discussion that would be at a future workshop. This is a fundamental change with no forethought, discussion or background. Not in support of this.

Council Member Gonzalez –

- Attended the Fire Department pinning ceremony, luncheon for the Veterans and Coffee with a Cop.
- Will attend Florida League of Cities conference.
- Does not see the need for a citizens budget committee, will not support.

Council Member Myers voiced her reasoning on letting citizens look at the budget and give opinions.

Council Member Pines stated that every citizen has the right to be involved in every budget hearing and workshop and to give their opinions. Furthermore, she has only heard accolades regarding the transparency of the budget.

Mayor Murry –

- Spoke about the basketball game between Clermont Police and Lake County Sherriff's Office on December 8.
- Mayor's luncheon on December 5 at Suncreek Brewery.
- Will attend the Florida League of Cities (FLC) conference next week.
- FLC local chapter will meet in Clermont at the City Center on December 8.
- Attended Dancing Under the Stars.
- Mayor Murry said he does not think a budget oversight committee is needed. Council has the budget workshops to be transparent and open to the public.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 28, 2023

BUDGET PUBLIC HEARING

Item No. 1 – Resolution No. 2023-049R

A RESOLUTION OF THE CITY OF CLERMONT OF LAKE COUNTY, FLORIDA, RE-ADOPTING AND AFFIRMING THE FINAL LEVYING OF AD VALOREM TAXES FOR FISCAL YEAR 2023-2024; PROVIDING FOR COLLECTION OF TAXES; PROVIDING FOR AN EFFECTIVE DATE.

Deputy City Clerk Wisniewski read into the record Resolution No. 2023-049R in its entirety.

City Manager Bulthuis stated that per State Law there has to be two ads run for the budget. There was an error on one of the ads therefore we have to re-adopt the millage and the budget.

City Manager Bulthuis introduced the city's auditor to explain the error. A PowerPoint presentation was provided to compare the original ad to the new ad. The overall budget is staying the same.

The auditor showed the old and new overall notices of the tax levy. The total levy has not changed, only some of the verbiage. The State requires the city to budget 95 percent of the proposed tax levy. The amount shown on the original ad was calculated to less than the 95 percent, due to showing the Community Redevelopment Agency (CRA) funds as separate from the general fund.

City Manager Bulthuis explained that the city did not show the CRA funds as revenue in the General Fund. To correct this the city has to show the funds in the General Fund and then it gets transferred to CRA. Nothing in the budget changed except how it is shown on the summary ad.

Mayor Murry opened the public hearing.

Charlene Forth, 939 W. Desoto – expressed concern regarding the budget.

Mayor Murry closed the public hearing.

Council Member Pines moved to approve Resolution No. 2023-049R; Seconded by Council Member Purvis. The motion passed by roll call vote 4-1 with Council Member Myers opposing.

Item No. 2 – Resolution No. 2023-050R

A RESOLUTION OF THE CITY OF CLERMONT OF LAKE COUNTY, FLORIDA, RE-ADOPTING AND AFFIRMING THE FINAL BUDGET FOR THE FISCAL YEAR 2023-2024; PROVIDING FOR AN EFFECTIVE DATE.

Deputy City Clerk Wisniewski read into the record Resolution No. 2023-050R by title only.

Mayor Murry opened the public hearing. No comments. Mayor Murry closed the public hearing

Council Member Pines moved to approve Resolution No. 2023-050R; Seconded by Council Member Purvis. The motion passed by roll call vote 4-1 with Council Member Myers opposing.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 28, 2023

AGENDA CHANGES

Item No. 16 – Ordinance No. 2023-029, Waterbrooke Phase 7 Annexation

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

Deputy City Clerk Wisniewski read the title aloud.

Council Member Pines moved to table Ordinance No. 2023-029 to January 9, 2024; Seconded by Council Member Gonzalez. Passed unanimously 5-0 with all members present voicing aye.

Item No. 17 – Ordinance No. 2023-030, Waterbrooke Phase 7 SSCPA

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

Deputy City Clerk Wisniewski read the title aloud.

Council Member Pines moved to table Ordinance No. 2023-030 to January 9, 2024; Seconded by Council Member Purvis. Passed unanimously 5-0 with all members present voicing aye.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 28, 2023

Item No. 18 – Ordinance No. 2023-031, Waterbrooke Phase 7 Rezoning

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

Deputy City Clerk Wisniewski read the title aloud.

Council Member Pines moved to table Ordinance No. 2023-031 to January 9, 2024; Seconded by Council Member Gonzalez. Passed unanimously 5-0 with all members present voicing aye.

Item No. 19 – Ordinance No. 2023-032, LDC Amendment

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE, CHAPTER 123-VEGETATION, SECTION 123-102-ISSUANCE; CRITERIA FOR TREE REMOVAL; TREE REPLACEMENT STANDARDS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

Deputy City Clerk Wisniewski read the title aloud.

Council Member Pines moved to table Ordinance No. 2023-032 to January 9, 2024; Seconded by Council Member Purvis. Passed unanimously 5-0 with all members present voicing aye.

Item No. 20 – Resolution No. 2023-041R, Plaza Collina PUD Amendment

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR AN AMENDMENT TO THE PLAZA COLLINA PLANNED UNIT DEVELOPMENT (RESOLUTION NO. 2015-08), TO ALLOW FOR SHARED INTERNAL DRIVEWAYS AND INTERNAL LANDSCAPE BUFFERS TO BE LESS THAN THE MINIMUM CODE REQUIREMENTS FOR PARCELS IDENTIFIED AS PODS F AND H, WITHIN A PLANNED UNIT DEVELOPMENT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

Deputy City Clerk Wisniewski read the title aloud.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 28, 2023

Council Member Gonzalez moved to table Resolution No. 2023-041R to January 9, 2024; Seconded by Council Member Purvis. Passed unanimously 5-0 with all members present voicing aye.

Item No. 21 – Resolution No. 2023-042R, 7th Street Commercial Conditional Use Permit

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A COMMERCIAL BUILDING AND RESTAURANT OCCUPYING MORE THAN 3,000 SQUARE FEET OF FLOOR AREA IN THE CBD - CENTRAL BUSINESS DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

Deputy City Clerk Wisniewski read the title aloud.

Council Member Gonzalez moved to table Resolution No. 2023-042R to January 9, 2024; Seconded by Council Member Purvis. Passed unanimously 5-0 with all members present voicing aye.

CONSENT AGENDA

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

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| Item No. 3 – Meeting Minutes | Consider approval of the November 14, 2023 Council meeting minutes. |
| Item No. 4 – Resolution No. 2023-040R
<i>Capitalization Policy</i> | Consider adoption of a stand alone policy related to the capitalization of assets in alignment with industry best practices. |
| Item No. 5 – Resolution No. 2023-048R
<i>Fiscal Year 2023 Budget Amendment #8</i> | Consider approval of budget amendment #8 for the Fiscal Year ending September 30, 2023. |
| Item No. 6 – Single/Sole Source Agreement Approval
<i>Crime Mitigation Network</i> | Consider approval of single/sole source service agreement with FUSUS for the Clermont Police Department at an initial budgeted cost of \$32,800. |
| Item No. 7 – Professional Consulting Services Agreement | Consider extending the Levey Consulting Agreement in the budgeted amount of \$70,000 in Fiscal Year 2024. |
| Item No. 8 – Term Contract Award
<i>Dumpster Collection and Disposal Services</i> | Consider term contract award to Waste Pro of Florida, Inc. and Waste Connections of Florida, Inc. to provide citywide dumpster collection and disposal services. |
| Item No. 9 – Bid Award | Consider bid award to Main Street Mower, Inc. |

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 28, 2023

<i>Compact Utility Loader</i>	to purchase one compact utility loader in the budgeted amount of \$52,277.40.
Item No. 10 – Piggyback Purchase <i>Fire Department Vehicles</i>	Consider approval to purchase from the Florida Sheriff's Association contract number FSA23-VEL31.0 with Garber Chevrolet and Garber Ford to purchase two (2) Chevrolet Express Passenger Vans for the total budgeted amount of \$95,482.20 and two (2) Ford Expeditions for the total budgeted amount of \$118,424.80.
Item No. 11 – Piggyback Contract <i>Purchase of Scoreboard and Displays</i>	Consider approval to piggyback the Sourcewell term contract with Nevco Sports, LLC. to provide scoreboards, digital displays, and video boards.
Item No. 12 – Piggyback Purchase <i>Police Department Vehicles</i>	Consider approval to purchase from the State of Florida contract number 25-10000-23-STC with Step-One Automotive to purchase 2 Jeep Grand Cherokees for the total budgeted amount of \$87,428 and 2 Ram 1500s for the total budgeted amount of \$80,900.
Item No. 13 – Bid Award <i>Public Safety Vehicle Equipment Installation</i>	Consider awarding a term contract to Public Safety Supply, LLC. to provide installation services for public safety vehicle equipment.
Item No. 14 – Police Pension Board Appointment	Consider appointing Kelly Cartier to fill the unexpired vacancy on the Police Pension Board through December 31, 2023 and the next two (2) year term expiring on December 31, 2025
Item No. 15 – Lake Sumter Metropolitan Planning	Consider appointing Michael Gonzalez as MPO Board Member; Chandra Myers as MPO Alternate Board Member; James Maiworm as MPO Technical Advisory Board Member; John Kruse as MPO Technical Advisory Alternate Board Member and the reappointment of Vincent Niemiec to the Community Advisory Committee.

Charlene Forth pulled Consent Items No. 10 and 12 for further discussion.

Council Member Pines moved to approve Consent Agenda Items 3-9, 11 and 13-15 as presented; Seconded by Council Member Purvis. Passed unanimously 5-0 with all members present voicing aye.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 28, 2023

Item No. 10 - Piggyback Purchase, Fire Department Vehicles

Charlene Forth, 939 W. Desoto St. – inquired on the need for the vehicles and why they are on the consent agenda.

Council Member Purvis stated these vehicles were a budgeted item this fiscal year.

Fire Chief Ezell explained that these vehicles were discussed during the budget workshop earlier in the year. One of the vans is to replace a suburban that has been largely inoperable for the last two years, the other is for training instructors so they are not using their personal vehicles for city business. The two Expeditions are replacement vehicles.

Item No. 12 – Piggyback Purchase, Police Department Vehicles

Charlene Forth, 939 W. Desoto St. – inquired on the need for the vehicles and why they are on the consent agenda.

Deputy Police Chief Graczyk explained the vehicles are to replace vehicles that have reached end of life. The trucks will go to the training division and one vehicle will go to a Captain.

Council Member Pines stated that the item on the agenda and posted on the website, they are routine items.

City Manager Bulthuis stated that the Police Department has roughly one hundred vehicles, each vehicle averages six to seven years so the department is always having to replace vehicles.

Council Member Pines moved to accept Item No. 10 and Item No. 12 on the Consent Agenda; Seconded by Council Member Gonzalez. Passed unanimously 5-0 with all members present voicing aye.

UNFINISHED BUSINESS

Item No. 16 – This item was addressed earlier in the meeting and tabled to the January 9, 2024 meeting.

Item No. 17– This item was addressed earlier in the meeting and tabled to the January 9, 2024 meeting.

Item No. 18 – This item was addressed earlier in the meeting and tabled to the January 9, 2024 meeting.

Item No. 19 – This item was addressed earlier in the meeting and tabled to the January 9, 2024 meeting.

NEW BUSINESS

Item No. 20 – This item was addressed earlier in the meeting and tabled to the January 9, 2024 meeting.

Item No. 21 – This item was addressed earlier in the meeting and tabled to the January 9, 2024 meeting.

Item No. 22 – Variance Request, Rusty Truck Diner

Development Services Director Henschel presented the item. The applicant, Jose Gonzalez, is requesting two variances to the Land Development Code for a parcel located at 1800 South US Highway 27 and the zoning is C-2 with a Commercial Future Land Use Designation.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 28, 2023

The first request is under Chapter 117-Signs, to allow for an inoperable vehicle (rusty truck) as signage and to allow the truck to be located on a landscaped island for display, in addition the applicant is asking to allow a giant Adirondack style chair be displayed near the main entrance of the building. The applicant has indicated the purpose of these is to draw attention to the business location. Clermont Sign Code, Chapter 117, allows each business establishment to be allocated a certain type, number, location and specific amount of signage based on certain criteria and provisions. The proposed truck and chair used as signage does not meet this criteria.

The City Council approved on March 10, 2020 a variance to allow for the inoperable vehicle and giant chair to be a permitted use at this business establishment for one (1) year from the date of approval. The applicant was required to reapply for the variances after the one-year approval expiration date of March 11, 2021.

The second variance request is to allow for the elimination of the landscape buffer plant materials as required by Section 123-43. Currently, the property has an outstanding code enforcement violation recorded lien for the signs and the lack of landscaping, which is approximately \$41,750. This continues to accrue at \$250 daily until compliance is met on the property. The rusty truck and chair have been removed pending the outcome of the variance public hearing. The front landscape buffer is currently in violation of the landscape code.

Although staff recognizes the intended concept of the variance request, staff finds the requested variance is out of character with the intent and purpose of the sign code and not in character with the surrounding development patterns in the vicinity. The purpose of the buffer is to enhance the commercial corridor with an aesthetically pleasing appearance while preserving the environment.

Section 101-246 of the Land Development Code requires the application to meet a positive finding on the Review Criteria and Findings in order to grant a variance. City Staff has reviewed the variance application as submitted and finds the application does not meet a positive finding on all of the review criteria. Therefore, staff recommends denial of the requested variances.

The applicant, Jose Gonzalez, stated that this variance was approved in 2020 and there is no difference in what he is asking for today. Mr. Gonzalez listed other businesses in the area who have received variances similar to what he is asking for. The variance is not requesting anything out of character. The landscape buffer was from when the site plan was presented and US Highway 27 ran right in front of the business. Currently the business sits back from the service road and has a hard time being seen and identified which is why there is a request to remove the buffer. The neighboring businesses have their buffers removed and they would like the same visual.

Mayor Murry opened the public hearing.

Charlene Forth, 939 W. Desoto St. – expressed concern on selective enforcement.

Mayor Murry closed the public hearing.

City Attorney Mantzaris clarified to Council that each variance is based on that property, not what went on elsewhere in the city.

Council Member Myers asked the applicant if the business was open. The applicant stated that the business was not currently open but they are planning to open again.

Mayor Murry stated that he feels the business is very visible.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 28, 2023

City Manager Bulthuis said in order to re-open the business, there are things that have to happen, he encouraged the applicant to work on bringing the business up to code and then return and apply for the variance.

Mr. Gonzalez stated that the only issues is what he is coming before Council with for the variances.

Council Member Pines stated she would rather table the item and bring it back to Council when the business is open.

Mayor Murry said he is not inclined to give variances to a closed business, suggested tabling to when the business is ready to open.

Council Member Purvis moved to deny the variance request; Seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

Item No. 23 – Variance Request, The Music Store

Development Services Planner Kruse presented the item. The applicant, Ricardo Barclay, is requesting a variance to the Land Development Code to allow for the number of off-site signs and placement of the signs to exceed the maximum permitted by the code. The property zoning is C-2 General Commercial with a Commercial Future Land Use Designation. The land development regulations have specific requirements for the number, size, location, and type of signs allowed for commercial development. The property is located in the Citrus Tower Commercial Center.

The applicant has directional signage internally on a light pole, a fence and on a palm tree. They are requesting the existing signs be allowed to remain as they are, because the business location is hidden all the way in the back of the shopping center and without the signs the business may be required to close. He states the business is still losing about 50 percent of the potential customers because of the hidden location. The sign code prohibits signs being erected without a permit unless the signs are exempt from the provision of the code. The subject property has been issued a code enforcement violation warning with regards to the existing number of signs and location of the signs. Currently, the subject parcel has an open code enforcement case for the existing added signs.

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 does not meet a positive finding on all of the five criteria. Therefore, staff recommends denial of the requested variance.

Ricardo Barclay, owner of The Music Store stated that his business is the only one in the back of the building, everyone else is in the front. Without the signage, people would not know where the business is located, which would mean less business and closing. When driving into the plaza, it is difficult to location the business.

Mayor Murry opened the public hearing.

Charlene Forth, 939 W. Desoto St. – expressed concern on selective enforcement.

John Glitten, 141 S. US Hwy27 – in support of the variance. This store is in a different position than any other store in the plaza as it is in the back and the others are frontage facing.

Medina, 141 US Hwy 27 – in support of the variance. Without the signage, people will not know to go to a dead end of the plaza.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 28, 2023

Max Krzyminski, 3497 Embers Lane - expressed concern over setting a precedence for signage when there is a lot of mixed use projects coming to the city.

Mayor Murry closed the public hearing.

Council Member Purvis asked the applicant if he saw the location prior to renting space for his business.

Mr. Barclay stated that he did see the location. Realtors do not want to meet with small businesses, they want big names. The small businesses are not finding much because they are getting priced out so the option was this location or closing the doors.

Council Member Pines stated that this is an individual request and she feels the Council needs to help in this instance. Mayor Murry said he wants to help the applicant but that is too many signs.

City Manager Bulthuis spoke about the appropriate size of a directional sign and the size of the applicants sign by the fence on the property. He spoke about being able to see the directional signs from different points of the parking lot and which signs can stay and which may not be needed. Development Services Director Henschel clarified that code states a directional sign can be four square feet.

Discussion ensued on where signs could be placed within the parking lot and the number of signs are needed. The consensus of the Council during the discussion was that they could not approve the variance with the current signage and urged the applicant to table the item and work with staff.

Mr. Barclay asked to table the item to have the opportunity to work with staff and then return to Council.

Council Member Pines moved to table the variance request to January 9, 2024; Seconded by Council Member Myers. Passed unanimously 5-0 with all members present voicing aye.

Item No. 24 – Ordinance No. 2023-026, Lumberyard District PUD

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

Deputy City Clerk Wisniewski read the title aloud.

Council Member Pines moved to introduce Ordinance No. 2023-026; Seconded by Council Member Purvis. Passed unanimously 5-0 with all members present voicing aye

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 28, 2023

Item No. 25 – Ordinance No. 2023-033, ROW Vacation

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING A PORTION OF CARROLL STREET RIGHT OF WAY AND OF LAKE DRIVE RIGHT OF WAY, JOHNSON'S REPLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 17, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS BELOW; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND EFFECTIVE DATE.

Deputy City Clerk Wisniewski read the title aloud.

Council Member Pines moved to introduce Ordinance No. 2023-033; Seconded by Council Member Purvis. Passed unanimously 5-0 with all members present voicing aye.

Item No. 26 – Ordinance No. 2023-034, Planning and Zoning Quorum Ratification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CONFIRMING, CLARIFYING AND RATIFYING THE AMENDMENT TO THE CITY CODE ADOPTED BY ORDINANCE 2010-01-C AND FURTHER AMENDING RECENTLY RENUMBERED ARTICLE II, BOARDS, COMMISSIONS AND COMMITTEES, DIVISION 2, PLANNING AND ZONING COMMISSION, SECTION 101-67, "QUORUM" TO CONFIRM AND READOPT THE QUORUM AS FOUR MEMBERS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

Deputy City Clerk Wisniewski read the title aloud.

Council Member Pines moved to introduce Ordinance No. 2023-034; Seconded by Council Member Purvis. Passed unanimously 5-0 with all members present voicing aye.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 28, 2023

ADJOURN: With no further comments, this meeting adjourned at 9:23 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 12, 2023		
Agenda Item Name		
Council Meeting Calendar		
Requested Action		
Staff Report		
The 2024 meeting calendar includes the regularly scheduled Council meetings on the second and fourth Tuesday of each month. The second meeting in November and December has been requested to be canceled due to the holidays. The calendar also includes monthly workshops and the budget public hearings.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	2024 Council Calendar	2024 Council Calendar.pdf

2024 COUNCIL MEETING CALENDAR

JANUARY	DATE
Regular Council Meeting	Tuesday, January 9, 2024
Workshop	Tuesday, January 16, 2024
Regular Council Meeting	Tuesday, January 23, 2024
FEBRUARY	DATE
Regular Council Meeting	Tuesday, February 13, 2024
Workshop	Tuesday, February 20, 2024
Regular Council Meeting	Tuesday, February 27, 2024
MARCH	DATE
Regular Council Meeting	Tuesday, March 12, 2024
Workshop	Tuesday, March 19, 2024
Regular Council Meeting	Tuesday, March 26, 2024
APRIL	DATE
Regular Council Meeting	Friday, April 19, 2024
Workshop	Tuesday, April 16, 2024
Regular Council Meeting	Tuesday, April 23, 2024
MAY	DATE
Regular Council Meeting	Tuesday, May 14, 2024
Workshop	Tuesday, May 21, 2024
Regular Council Meeting	Tuesday, May 28, 2024
JUNE	DATE
Regular Council Meeting	Tuesday, June 11, 2024
Workshop	Tuesday, June 18, 2024
Regular Council Meeting	Tuesday, June 25, 2024
JULY	DATE
Regular Council Meeting	Tuesday, July 9, 2024
Budget Workshop	Tuesday, July 16, 2024
Budget Workshop	Wednesday, July 17, 2024
Regular Council Meeting	Tuesday, July 23, 2024
AUGUST	DATE
Regular Council Meeting	Tuesday, August 13, 2024
Workshop (Primary Election)	Tuesday, August 20, 2024
Regular Council Meeting	Tuesday, August 27, 2024
SEPTEMBER	DATE
First Budget Public Hearing - tentative	Thursday, September 5, 2024
Regular Council Meeting	Tuesday, September 10, 2024
Final Budget Public Hearing -tentative	Thursday, September 19, 2024
Regular Council Meeting	Tuesday, September 24, 2024
OCTOBER	DATE
Regular Council Meeting	Tuesday, October 8, 2024
Workshop	Tuesday, October 15, 2024
Regular Council Meeting	Tuesday, October 22, 2024

2023 COUNCIL MEETING CALENDAR

NOVEMBER	DATE
Regular Council Meeting	Tuesday, November 12, 2024
Workshop/ Special Meeting	Tuesday, November 19, 2024
CANCEL Regular Council Meeting	Tuesday, November 26, 2024
DECEMBER	DATE
Regular Council Meeting	Tuesday, December 10, 2024
CANCEL Regular Council Meeting	Tuesday, December 24, 2024



AGENDA ITEM

Meeting Date		
Tuesday, December 12, 2023		
Agenda Item Name		
Surplus Request		
Requested Action		
Recommend approval and declare end of life inventory as surplus from the Parks and Recreation, Fire, and Information Technology Departments and dispose of in accordance with the Purchasing Policy.		
Staff Report		
The Procurement Services Department, on behalf of the Parks and Recreation, Fire, and Information Technology Departments, recommends approval of the above action. The following inventory has reached its end of life service and approval to surplus these items is being requested. <u>Parks and Recreation Department</u> Qty. Property Description (1) Broken Samsung 85" Smart TV <u>Information Technology Department</u> Qty. Property Description (3) APC Rack Mounted Smart UPS Power Supply (3) Dell Latitude Laptops (11) Dell Optiplex Computers (3) Computer Monitors <u>Fire Department</u> Qty. Property Description (1) 2007 Chevrolet Suburban Mileage - 91,772 Salvageable surplus property will be sold through GovDeals.com, an electronic auction website for government property. Non-salvageable property will be disposed of appropriately.		
Additional Analysis		
Fiscal Impact Summary		
Surplus property is anticipated to be sold for approximately \$2000.00.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Fire Disposal Form	Fire Disposal Form.pdf	
2. Information Technology Disposal Forms	Information Technology Disposal Forms.pdf	
3. Parks and Recreation Disposal Form	Parks and Recreation Disposal Form.pdf	



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #: 3109
Contact Person: Danny McKenzie Phone: 352-241-2180
Year / Make / Model: 2007 Chevrolet Suburban Vehicle No. 101
Miles / Hours: 91772 Serial / VIN: 3GNGC26K87G281777
Description of Property V8, 6.0 Liter Automatic Trans 2WD Blue Chevrolet Suburban

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

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

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

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

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

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

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

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

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

☐ **OTHER:** _____

Director Signature: 

Date: 12/1/23

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023

[illegible]

[illegible]



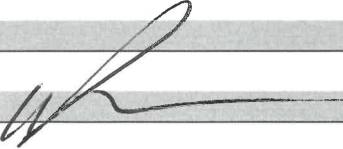
PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Matt Noyce Phone: 7379
Year / Make / Model: 2009 ViewSonic VS12153 Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property Computer Monitor

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

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

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

Director Signature: 

Date: 11/21/22

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:

Revised 4/12/2017



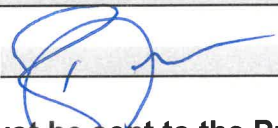
PROPERTY DISPOSAL FORM

Dept. / Division: P&R/ARC Property Tag #: _____
Contact Person: Suzanne O'Shea Phone: 352 708-5998
Year / Make / Model: Samsung TV-Model UN85CU8000D Vehicle No. _____
Miles / Hours: _____ Serial / VIN: 0FGY3CBW603607
Description of Property Samsung 85" Smart TV

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

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

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

Director Signature: 

Date: 11/27/23

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 12, 2023		
Agenda Item Name		
Planning and Zoning Commission Appointments		
Requested Action		
Approval of appointments to the Planning and Zoning Commission.		
Staff Report		
Consider the reappointment of Vincent Niemiec and David Colby to the Planning and Zoning Commission for a two (2) year term expiring Dec. 31, 2025.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 12, 2023		
Agenda Item Name		
Change Order Request <i>Osceola Street</i>		
Requested Action		
Consider approval of Change Order 2 for the Osceola Street sidewalk improvements contract with B & B Outdoor, LLC for mobilization fees in the budgeted amount of \$4,000.		
Staff Report		
Additive change order No. 2 includes additional mobilization fees due to changes in the start date of \$4,000. The original contract value was \$66,125. With this change order, the new contract value will be \$76,675, a 16% increase over the original amount. The City's Procurement Policy states that change orders exceeding 10% of the original amount must be approved by the City Council.		
Additional Analysis		
Fiscal Impact Summary		
The total project budget is displayed for informational purposes. The fiscal impact of the \$4,000 change order can be absorbed in the current year's approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$76,675.00	12541-66303-41105 Cap-out sidewalks 10541-66313-41104 sidewalks 12541-53100 pro svc	\$137,441.00
Exhibits Attached (copies of original agreements)		
1. Change Order 2	Change Order 2.pdf	

CHANGE ORDER FORM

Contract / P.O. Number: 2023-064 / 20237619

Bid Number: RFB 23-084

Change Order Number: 2

Change Order Date: Nov 22, 2023

Project Name: Osceola Street Sidewalk Improv.

Department: _____

Job Location: Osceola Street from Lake Avenue to 5th Street

VENDOR INFORMATION:

Company Name: B & B Outdoor, LLC.

Address: P.O. Box 805

City, St., Zip: Pierson, FL 32180

Contact Name: Debbie LeBlanc

Telephone: (386) 736-4000

DESCRIPTION OF CHANGE:

Alteration, deviation, addition, or deletion caused by conditions encountered during construction not covered by the specifications and drawings of the project (attach additional pages if necessary).

Additive change order for additional mobilization fees.

ITEM		AMOUNT
A.	ORIGINAL CONTRACT VALUE:	\$ 66,125.00
B.	AMOUNT OF THIS CHANGE ORDER: <i>Must be within the overall scope of services in accordance with contract specifications.</i>	\$ 4,000.00
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A):	% 6.0%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	\$ 6,550.00
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D):	\$ 10,550.00
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): <i>10% Maximum</i>	% 16.0%
G.	NEW CONTRACT VALUE (A+E)	\$ 76,675.00

This Change Order is not valid without the following signatures:

CONTRACTOR Date

PROJECT ARCHITECT / ENGINEER Date

DEPARTMENT DIRECTOR Date

PROCUREMENT DIRECTOR /
CITY MANAGER Date

Council approval is required if change order(s): 1) exceeds \$49,999; 2) exceeds the greater of \$100,000 OR 10% of the original contract amount for construction projects; 3) the funds are not available in the approved budget for the department.

CITY OF CLERMONT

ATTEST:

MAYOR Date

CITY CLERK Date

B&B Outdoor, LLC
 117 W Palmetto Ave
 Pierson, FL 32180 US
 +1 3867364000
 Debbie@bb-outdoor.com

Estimate



ADDRESS

City of Clermont
 3335 Hancock Road
 Clermont, FL 34711

ESTIMATE #	DATE
1101	11/07/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Change Order	Location: RFB 23-084 Osceola Sidewalk Improvements, un-billed Mobilization fees based on conversation with James Maiworm.	1	0.00	0.00
	Mobilization	Mobilization Fee 1: fee for false start date week of 9/12/2023.	1	3,000.00	3,000.00
	Mobilization	Mobilization Fee 2: Start Date 11/06/2023	1	1,000.00	1,000.00
SUBTOTAL					4,000.00
TAX					0.00
TOTAL					\$4,000.00

Accepted By

Accepted Date



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 12, 2023		
Agenda Item Name		
C-R7058 JAG Grant Approval and Budget Amendment		
Requested Action		
Request approval.		
Staff Report		
This is a JAG Grant between the Florida Department of Law Enforcement and the City of Clermont to fund the Defender Shields for officers in the Police Department. The City of Clermont Police Department has been utilizing ballistic shields that are not as easily deployable and readily available to officers due to the size and locations in which they are stored. The traditional shields in which the City of Clermont Police Department currently uses are very bulky and cumbersome, which makes the deployment of them difficult and time-consuming to officers, especially in a time of desperate measure. The police department has found an alternative option for ballistic shields. The particular shields offer ballistic protection and are easy to deploy.		
Additional Analysis		
Fiscal Impact Summary		
A budget amendment in the amount of \$9,520 for this unanticipated reimbursable grant will be necessary.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$8,945.00	10521-55204 Minor Equipment	\$8,945.00
\$249.95	10521-55204 Minor Equipment	\$249.95
\$249.95	10521-54200 Shipping	\$249.95
Exhibits Attached (copies of original agreements)		
1. R7058 Federal Award - Agreement	R7058 Federal Award - Agreement.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: R7058

Award Period: 10/01/2023 – 09/30/2024

Award Title: C-R7058: DEFENDER SHIELDS

Federal Funds: \$8,945.00

Matching Funds: \$0.00

Total Funds: \$8,945.00

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: R7058
Award Title: C-R7058: DEFENDER SHIELDS
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: _____

Recipient City Of Clermont

Signature: _____

Typed Name and Title: Tim Murry, Mayor

Date: _____

***** 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:	R7058
Recipient:	City Of Clermont
Award Title:	C-R7058: DEFENDER SHIELDS
Award Period:	10/01/2023 - 09/30/2024

Problem Identification

The City of Clermont Police Department has been utilizing ballistic shields that are not as easily deployable and readily available to officers due to the size and locations in which they are stored. The traditional shields in which the City of Clermont Police Department currently uses are very bulky and cumbersome, which makes the deployment of them difficult and time consuming to officers, especially in a time of desperate measure. The police department has found an alternative option for ballistic shields. The particular shields offer ballistic protection and are easy to deploy.

Scope of Work

The City of Clermont will be purchasing portable ballistic shields that will assist officers in emergency events, such as active shooters. These ballistic shields are critical to the overall success of the agency, as it will allow for rapid deployment of the shield during critical incidents. By purchasing these ballistic shields, the City of Clermont is ensuring the safety of their officers, as well as the safety of their residents and visitors.

Appendix B - Deliverables

Award Number: R7058
Recipient: City Of Clermont
Award Title: C-R7058: DEFENDER SHIELDS
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 procure shields for law enforcement officers.
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 \$8,945.00

Appendix C - Approved Budget

Award Number:	R7058		
Recipient:	City Of Clermont		
Award Title:	C-R7058: DEFENDER SHIELDS		
Award Period:	10/01/2023-09/30/2024		
Award Amount:	\$8,945.00	\$0.00	\$8,945.00
	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.

D. Equipment				
Item Name	Description	Grant Funded	Match	Total
Shields	9 shields @ \$1,030.00, totaling \$9,270.00 Shipping \$249.95	\$8,945.00	\$0.00	\$8,945.00
	The City of Clermont will be responsible for any cost over the awarded amount.			
D. Equipment Subtotal:				\$8,945.00

Appendix D: Award Contacts

Award Number: R7058
Recipient: City Of Clermont
Award Title: C-R7058: DEFENDER SHIELDS
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: 3522417368
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: R7058
Recipient: City Of Clermont
Award Title: C-R7058: DEFENDER SHIELDS
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.
- S0003 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://oip.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://fldoswebumbracoprod.blob.core.windows.net/media/703328/gs1-sl-2020.pdf> and

<http://dos.myflorida.com/media/698314/gs2-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 (EEOP) – 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/eeop.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://fdoswebumbracoprod.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 FinancialGuide(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, December 12, 2023		
Agenda Item Name		
Resolution No. 2023-052R <i>Policy Revision</i>		
Requested Action		
Request to approve revised Property Control Policy.		
Staff Report		
Resolution No. 2023-052R provides for the approval of a revised Property Control Policy. Changes to the policy include the following: 1. The capital asset value is being changed from \$1,000 to \$5,000 to maintain consistency with the approved Capitalization Policy approved by the City Council on November 28, 2023, item 4. 2. Changing the department name from the Purchasing Department to the Procurement Services Department. 3. Rephrasing some of the verbiage of the policy for clarity. All the changes made to the policy are provided in the Property Control Policy strike-through document. Additions are underlined and deletions are strike through. The Procurement Services Department recommends approval of the revised Property Control Policy.		
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. 2023-052R - Property Control Policy Amendment (12.04.2023)	2023-052R - Property Control Policy Amendment (12.04.2023).pdf	
2. Property Control Policy 11-30-23 strike-through	Property Control Policy 11-30-23 strike-through.docx	



CITY OF CLERMONT
RESOLUTION NO. 2023-052R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE PROPERTY CONTROL POLICY FOR THE CITY OF CLERMONT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Clermont deems it advisable and in the best interest of the City, to amend the Property Control Policy;

NOW, THEREFORE, BE IT RESOLVED, that the City of Clermont Property Control Policy is hereby amended as follows:

SECTION 1.

The City Council does hereby adopt the City of Clermont Property Control Policy as set forth in Attachment A, attached hereto and incorporated herein. The City Council of the City of Clermont may amend the Property Control Policy by Resolution when deemed necessary and in the best interest of the City of Clermont.

SECTION 2: CONFLICT

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

SECTION 3: 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 4: 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 5: PUBLICATION AND EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2023-052R

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

Property Control Policy



City of Clermont, Florida

Table of Contents

A.	Purpose	3
B.	Scope.....	3
C.	Responsibilities	3
D.	Physical Inventory.....	3
E.	Lost & Stolen Property	4
F.	Property Identification	4
G.	Property Control System.....	5
H.	Property Acquisition	5
1.	Cost of Property.....	6
2.	Property Donations.....	6
3.	Creating A New Property From Parts	6
I.	Property Transfers	7
J.	Property Disposition.....	7
K.	Authority.....	7

A. Purpose

This Policy aims to establish procedural guidelines for the management control and continuing accountability of city-owned tangible and intangible personal property. This Policy will provide information on how to account for its acquisition, safeguarding, and final disposition in accordance with Chapter 274.02, Florida Statutes, and the Florida Administrative Code Rules 69I-73.

B. Scope

This Policy applies to all city-owned tangible and intangible personal property with a value or cost of \$5,000 or more and a projected useful life of one (1) year or more. Tangible personal property includes furniture, equipment, computers, printers, and vehicles. Intangible personal property includes software.

C. Responsibilities

The City's Procurement Services Department is responsible for establishing and maintaining the property control system. Department Directors are the official custodians of property items assigned to their departments and, as a result, are primarily responsible for the use, care, and safeguarding of property items assigned to their departments. Department Directors will appoint a designated Property Custodian for their department for the supervision, control, and accountability of city-owned property. Inventory must be taken annually and whenever a Property Custodian or designee changes. Departments are responsible for establishing and maintaining control systems to account for tangible personal property not covered by this Policy.

D. Physical Inventory

The City's Procurement Services Department Property Coordinator will perform the annual physical inventory with assistance from each department Property Custodian or designee. The Procurement Services Department will provide each department with an inventory list of all property items with a scheduled completion deadline. The list will include the property control number, property description, date acquired, class and sub-class, physical location, property tag number, serial number (if applicable), and department name. The Property Custodian or designee will verify the property listing with assistance from qualified individuals from each department. Each item listed will be marked either YES if found or NO if not found. If the item is not found, the department Property Custodian or designee must provide an explanation in writing. Property transferred between departments will be noted in the property control system. The transfer will be confirmed by the Purchasing Procurement Services Property Coordinator physically inspecting the property in its new location.

The Procurement Services Department Property Coordinator will perform a physical inventory of twenty percent (20%) of each department inventory each year during a five (5) year period. In the event that several items cannot be located, the Procurement Services Department Property Coordinator may determine to inventory all department items. Upon completing the physical inventory, the Procurement Services Department Property Coordinator will compare the information noted to the property control system. Reported differences will be researched and corrected as appropriate.

Any property item found while conducting the physical inventory that meets the property value threshold noted in Section B and is **not** included in the property control system will be added to the City's inventory. A Property Acquisition Form must be completed and submitted to the Procurement Services Department. After appropriate research to establish the item's ownership, it will be added to the City's property records.

E. Lost & Stolen Property

Any property included in the inventory list and not located during the physical inventory process must be promptly reported to the Property Custodian. The department's Property Custodian must quickly report all lost or stolen property to the Clermont Police Department and the Procurement Services Department. The Property Custodian must provide a copy of the police report and the Property Disposal Form to the Procurement Services Department. The Procurement Services Department will submit a list of all reported missing items to the City Manager for review before obtaining approval from the City Council. Upon approval by the City Council, the property will be removed from the property control system.

F. Property Identification

The Procurement Services Department Property Coordinator will permanently mark all property as described in Section B with property tags to show ownership by the City and the tag number assigned to the property item. Once the Property Acquisition Form has been reviewed by the Finance Department and received by the Procurement Services Department, the Procurement Services Department Property Coordinator will schedule an appointment with the Department Property Custodian to tag the asset.

Any property item whose value or utility would be significantly impaired by the attachment of a property tag, or it is not feasible or practical to attach a property tag, is exempt from the requirement for physical marking. In such instances, the property tag will be kept on file by the Procurement Services Department.

Property tags should be plainly visible and easily accessible. Tags should be placed on the front of equipment that is not moved, such as computers and printers. On items that

are regularly moved, such as generators and mowers, the tag should be placed as close to the serial number as possible or where it is least likely to come off from wear and tear.

The property control number assigned by the Procurement Services Department remains the same and will follow the asset's life until disposal. These property tags will be removed only when the item is approved as surplus by the City Council and disposed of by the Procurement Services Department. Should the property tag be removed or defaced, the Property Custodian must notify the Procurement Services Department to issue a replacement tag and update the property control system.

G. Property Control System

The property control system will include a control account showing all properties' total cost or value as described in Section B and a separate property record for each item.

Each property record must include, as applicable, the following information:

- a. Property control number
- b. Description of the item or items
- c. Physical location
- d. Department/division
- e. Name, Make, or Manufacturer
- f. Year and/or Model
- g. Manufacturer's serial number(s), if any, and if an automobile, vehicle identification number (VIN)
- h. Date Acquired
- i. Cost
- j. Depreciation information
- k. Funding source
- l. Disposal date

Depreciation may be recorded to meet financial reporting requirements relating to depreciation accounting. However, depreciation must not be recorded on the individual property records in such a manner as to reduce the recorded acquisition cost.

H. Property Acquisition

A Property Acquisition Form must be completed by the Property Custodian at the time of acquisition and submitted by email to propertycontrol@clermontfl.org. A purchase order and invoice must be attached to the form. The combined responsibility of the requisitioning department and Finance Department is to ensure that the invoice/purchase order is charged to the correct general ledger account code for all property items. The

Finance Department will review each property acquisition form before submitting it to the Procurement Services Department for entry into the property control system.

The acquisition of new fixed assets must be recorded and entered into the property control system by the Procurement Services Department with the assistance of the Finance Department. New acquisitions must contain the following information in the Property Acquisition Form:

- Contact person information;
- Property location;
- The employee assigned the property;
- Property information to include:
 - The company purchased from;
 - Purchase order number;
 - Year/ make/model/manufacture/brand;
 - Serial number;
 - City vehicle number;
 - The total cost of the property;
 - Date received;
 - Department account code;
 - Comprehensive description of the property;
 - Property alternate key (land).

The Procurement Services Department will collect and verify the information before entering it into the property control system.

1. Cost of Property

The cost recorded in the property control system is the total cost of placing the item in service (i.e., invoice price plus freight and installation charges less discounts). A trade-in value is not deducted from the cost of an item.

2. Property Donations

Property donated to the City is recorded in the property control system at its fair market value at the date of donation. A letter from the donor that includes a description of the property and its value is recommended.

3. Creating A New Property From Parts

Property created by assembling parts of several old items into a new one is considered cannibalizing. As described in Section B, the newly formed property will be recorded in the property control system if its cumulative value is over \$5,000. The newly formed property will also be recorded if it qualifies as an improvement to an

existing property item. Any cannibalized property will be disposed of through the property disposal procedures noted in Section J.

I. Property Transfers

Property may be transferred between departments, thereby transferring ownership. However, property cannot be transferred from one department to another once the property has been declared surplus. The transferring Property Custodian is responsible for completing the Property Transfer Form and approval before the transfer. The completed transfer form must be submitted to the Procurement Services Department by email at propertycontrol@clermontfl.org. Once the property item has been physically transferred, the transfer will be recorded in the property control system by the Procurement Services Department Property Coordinator.

A Property Transfer Form must also be completed when a property item is relocated within the same department (e.g., transfer from one division to another within the same department).

J. Property Disposition

All city-owned tangible personal property (including property not described in Section B) that no longer serves the needs of the City (e.g., broken, in need of repair, or no longer needed) may be removed from inventory records by declaring them as surplus. This includes lost and found property by the Police Department after a ninety (90) day period. A Property Disposal form must be completed and emailed to the Procurement Services Department at propertycontrol@clermontfl.org.

The City Council must approve all surplus property, except for lost and found property, by the Police Department. Once approved by the City Council, the Procurement Services Director will have the authority to sell by auction or advertised bid, trade, donate to another governmental entity, destroy, or dispose of property declared surplus. Once the Procurement Services Department has disposed of the property item, it will be recorded in the property control system, and the form will be submitted to the Finance Department. Afterward, the property item will be retired from the property control system.

K. Authority

Approved and adopted by the Clermont City Council by Resolution Number 2023-052R on December 12, 2023.

Property Control Policy



City of Clermont, Florida

Table of Contents

A.	Purpose	3
B.	Scope	3
C.	Responsibilities	3
D.	Physical Inventory	3
E.	Lost & Stolen Property	4
F.	Property Identification	4
G.	Property Control System	5
H.	Property Acquisition	6
1.	Cost of Property	6
2.	Property Donations	6
3.	Creating A New Property From Parts	7
I.	Property Transfers	7
J.	Property Disposition	7
K.	Authority	8

A. Purpose

~~The purpose of this Policy is~~This Policy aims to establish procedural guidelines for the management control and continuing accountability of ~~City-owned~~city-owned tangible and intangible personal property. ~~This policy~~Policy will provide information on how to account for its acquisition, safeguarding, and final disposition in accordance with Chapter 274.02, Florida Statutes, and the Florida Administrative Code Rules 69I-73.

B. Scope

This ~~policy~~Policy applies to all ~~City-owned~~city-owned tangible and intangible personal property with a value or cost of \$~~15~~,000 or more, and a projected useful life of one (1) year or more. ~~Tangible~~ personal property includes furniture, equipment, computers, printers, and vehicles. ~~Intangible~~ personal property includes software.

C. Responsibilities

The City's ~~Purchasing~~Procurement Services Department is responsible for ~~the establishment and maintenance of~~establishing and maintaining the property control system. ~~Department Directors~~ are the official custodians of property items assigned to their departments and, as a result, are primarily responsible for the use, care, and safeguarding of property items assigned to their departments. ~~Department Directors shall assign~~will appoint a designated Property Custodian for their department for the supervision, control, and accountability of ~~city~~city-owned property. ~~Inventory must~~must be taken ~~on an annual basis~~annually and whenever ~~there is a change of a~~ Property Custodian or designee changes. ~~Departments~~ are responsible for ~~the establishment and maintenance of~~establishing and maintaining control systems to account for tangible personal property not covered by this ~~Policy~~Policy.

D. Physical Inventory

The ~~annual physical inventory will be performed by the~~ City's ~~Purchasing~~Procurement Services Department Property Coordinator will perform the annual physical inventory with assistance from each department Property Custodian or designee. ~~The Purchasing Procurement Services Department will provide~~ each department with an inventory list of all property items ~~to each department~~ with a scheduled ~~time for completion~~deadline. ~~The list will include the property control number, property description, date acquired, class and sub-class, physical location, property tag number, serial number (if applicable), and department name.~~ ~~The Property Custodian or designee will verify the property listing with assistance from qualified individuals from each department.~~ ~~Each item listed will be marked either YES if found or NO if not found.~~ ~~If the item is not found,~~ an explanation must be provided in writing by the department Property Custodian or designee must provide an explanation in writing. ~~Changes are noted for items transferred to another~~

~~department.~~Property transferred between departments will be noted in the property control system. –The transfer will be confirmed by the Purchasing ~~Department~~ Procurement Services Property Coordinator physically inspecting the property in its new location.

The ~~Purchasing-Procurement Services~~ Department Property Coordinator will perform a physical inventory of twenty percent (20%) of each department inventory each year during a five (5) year period. –In the event that several items cannot be located, the ~~Purchasing Procurement Services~~ Department Property Coordinator may determine to inventory all department items. –Upon ~~completion-of-completing~~ the physical inventory, the ~~Purchasing Procurement Services~~ Department Property Coordinator will compare the information noted to the property control system. ~~Noted-Reported~~ differences will be researched and corrected as appropriate.

Any property item found while conducting the physical inventory, ~~which-that~~ meets the property value threshold noted in Section B ~~that-and~~ is **not** included in the property control system, will be added to the City's inventory. –A Property Acquisition Form must be completed and submitted to the ~~Purchasing-Procurement Services~~ Department. –After appropriate research to establish the ~~ownership-of-the-item~~item's ownership, it will be added to the City's property records, ~~if appropriate~~.

E. Lost & Stolen Property

Any property ~~that-is~~ included in the inventory list and not located during the physical inventory process must be promptly reported to the Property Custodian. –~~The D~~epartment's Property Custodian must ~~promptly-quickly~~ report all lost or stolen property to the Clermont Police Department and the ~~Purchasing-Procurement Services~~ Department. –The Property Custodian must provide a copy of the police report ~~along with-and~~ the Property Disposal Form to the ~~Purchasing-Procurement Services~~ Department. –The ~~Purchasing-Procurement Services~~ Department will submit a list of all reported missing items to the City Manager for review before obtaining approval from the City Council. –Upon approval by the City Council, the property will be removed from the property control system.

F. Property Identification

~~All property as described in Section B. will be permanently marked by the Purchasing Department Property Coordinator~~The Procurement Services Department Property Coordinator will permanently mark all property as described in Section B with property tags to show ownership by the City and the tag number assigned to the property item. Once the Property Acquisition Form has been reviewed by the Finance Department and received by the ~~Purchasing-Procurement Services~~ Department, the ~~Purchasing~~

Procurement Services Department Property Coordinator will schedule an appointment with the Department Property Custodian to tag the asset.

Any property item whose value or utility would be significantly impaired by the attachment of a property tag, or it is not feasible or practical to attach a property tag, is exempt from the requirement for physical marking. -In such instances, the property tag will be kept on file by the Purchasing-Procurement Services Department.

Property tags should be plainly visible and easily accessible. -Tags should be placed on the front of equipment; ~~which normally~~that is not moved, such as computers and printers. On items that are regularly moved, such as generators and mowers, the tag should be placed as close to the serial number as possible or where it is least likely to come off from wear and tear.

The property control number assigned by the Purchasing-Procurement Services Department remains the same and will ~~follows~~ the asset's ~~life of the asset~~ until disposal. These property tags will be removed only when the item is approved as surplus by the City Council and disposed of by the Purchasing-Procurement Services Department. Should the property tag be removed or defaced, the Property Custodian must notify the Purchasing-Procurement Services Department ~~in order~~ to issue a replacement tag and update the property control system.

G. Property Control System

The property control system ~~shall~~will include a control account showing ~~the all properties'~~ total cost or value ~~of all property~~ as described in Section B, and a separate property record for each ~~property~~ item.

Each property record ~~shall~~must include, as applicable, ~~include~~ the following information:

- a. Property control number
- b. Description of the item or items
- c. Physical location
- d. Department/division
- e. Name, Make, or Manufacturer
- f. Year and/or Model
- g. Manufacturer's serial number(s), if any, and if an automobile, vehicle identification number (VIN)
- h. Date Acquired
- i. Cost
- j. Depreciation information
- k. Funding source
- l. Disposal date

Depreciation may be recorded to meet financial reporting requirements relating to depreciation accounting. ~~However, depreciation must not be recorded on the individual property records in such a manner as to reduce the recorded acquisition cost.~~

H. Property Acquisition

A Property Acquisition Form must be completed by the Property Custodian at the time of acquisition and submitted by email to propertycontrol@clermontfl.org. ~~A purchase order and invoice must be attached to the form. It is the~~ combined responsibility of the requisitioning department and Finance Department is to ensure that the invoice/purchase order is charged to the correct general ledger account code for all property items. ~~Each property acquisition form will be reviewed by the Finance Department~~ The Finance Department will review each property acquisition form before submitting it to Purchasing the Procurement Services Department for entry into the property control system.

The acquisition of new fixed assets must be recorded and entered into the property control system by the Purchasing-Procurement Services Department with the assistance of the Finance Department. ~~New acquisitions must contain the following information in the Property Acquisition Form:~~

- Contact person information;
- Property location;
- ~~Employee~~ The employee assigned the property ~~to~~;
- Property information to include:
 - ~~Company~~ The company purchased from;
 - Purchase order number;
 - Year/ make/model/manufacture/brand;
 - Serial number;
 - City vehicle number;
 - ~~Total~~ The total cost of the property;
 - Date received;
 - Department account code;
 - Comprehensive description of the property;
 - Property alternate key (land).

The Purchasing-Procurement Services Department will collect and verify the information before entering it into the Property Control System property control system.

1. Cost of Property

The cost recorded in the property control system is the total cost of placing the item in service (i.e., invoice price plus freight and installation charges less discounts). ~~A trade-in value is not deducted from the cost of an item.~~

2. Property Donations

Property donated to the City is recorded in the property control system at its fair market value at the date of donation. –A letter from the donor that includes a description of the property and its value is recommended.

3. Creating A New Property From Parts

Property created by assembling parts of several old items into a new one is considered cannibalizing. ~~and As described in Section B, the newly formed property~~ will be recorded in the property control system if its cumulative value is over \$15,000 ~~as described in Section B.~~ –The newly formed property will also be recorded if it qualifies as an improvement to an existing property item. –Any cannibalized property ~~should will~~ be disposed of through the property disposal procedures noted in Section J.

I. Property Transfers

Property may be transferred between departments; ~~therefore, thereby~~ transferring ownership. –However, property cannot be transferred from one department to another once the property has been declared surplus. –The transferring Property Custodian is responsible for ~~the completion of completing~~ the Property Transfer Form and approval before the transfer ~~takes place~~. –The completed transfer form must be submitted to the ~~Purchasing—Procurement Services~~ Department by email ~~to at:~~ propertycontrol@clermontfl.org. –Once the property item has been physically transferred, the transfer will be recorded in the property control system by the ~~Purchasing Procurement Services~~ Department Property Coordinator.

A Property Transfer Form must also be completed when a property item is relocated within the same department (e.g., transfer from one division to another within the same department).

J. Property Disposition

All ~~Citycity~~-owned tangible personal property (including property not described in Section B-) that no longer serves the needs of the City (e.g., broken, in need of repair, or no longer needed) may be removed from inventory records by declaring them as surplus. –This includes lost and found property by the Police Department after a ninety (90) day period. A Property Disposal form must be completed and ~~sent-emailed~~ to the ~~Purchasing Procurement Services~~ Department ~~by email to at:~~ propertycontrol@clermontfl.org.

~~All surplus property must be approved by the City Council~~ The City Council must approve all surplus property, with the exception except for of lost and found property, by the Police Department. –Once approved by the City Council, the ~~Purchasing Procurement Services~~

Director will have the authority to sell by auction or advertised bid, trade, donate to another governmental entity, destroy, or dispose of property declared surplus. -Once the ~~property item has been disposed of by the Purchasing Procurement Services~~ Department ~~has disposed of the property item~~, it will be recorded in the property control system, and the form ~~will be~~ submitted to the Finance Department. -Afterward~~s~~, the property item will be retired from the property control system.

K. Authority

Approved and adopted by the Clermont City Council by Resolution Number 2023-052R on December 12, 2023.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 12, 2023		
Agenda Item Name		
Resolution No. 2023-053R Section 125 Plan		
Requested Action		
Consider approval of Resolution 2023-053R amending and restating the City's Section 125 - Cafeteria Plan, which includes the Flexible Spending Account (FSA) option with carry over feature for the January 1, 2024 through December 31, 2024 plan year.		
Staff Report		
The purpose of this document is to amend and restate the established terms of the City's Section 125 Cafeteria Plan meeting the requirements of the Internal Revenue Code Section 125. This document does not cover the Section 105h. 105h is related to the self-funding plan not being discriminatory. The Plan allows participating employees to set aside "before-tax" dollars from their gross pay to be used for reimbursement of certain medical expenses, and/or to pay, on a pre-tax basis, his/her share of premium payments for certain benefit plans. This amendment and restatement reformats and reorganizes the plan information and clarifies the city's process for handling the benefits of rehired employees. The only notable changes to the plan are updating the naming of the Accident, Critical Illness, and Hospital plans (formerly referred to as Cancer, Accident, and Hospital Indemnity Plans), which are no longer listed as pre-tax deductions as of January 1, 2024, and updating the Human Resources Contact information.		
Additional Analysis		
Fiscal Impact Summary		
There is no fiscal impact to the city.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2023-053R - Section 125 amendment (12.04.2023) 2023-053R - Section 125 amendment (12.04.2023).pdf		



CITY OF CLERMONT
RESOLUTION NO. 2023-053R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING AND RESTATING THE SECTION 125 CAFETERIA PLAN FOR THE CITY OF CLERMONT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Clermont deems it advisable and in the best interest of the City, to amend and restate the Section 125 Cafeteria Plan;

NOW, THEREFORE, BE IT RESOLVED, that the Section 125 Cafeteria Plan is hereby amended as follows:

SECTION 1:

The City Council does hereby adopt the Section 125 Cafeteria Plan as set forth in Attachment A, attached hereto and incorporated herein.

SECTION 2: CONFLICT

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

SECTION 3: 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 4: 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 5: PUBLICATION AND EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2023-053R

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

***Plan Document and Summary Plan Description
for the City of Clermont
Section 125 Cafeteria Plan with Flexible
Spending Account***

- Medical and Prescription Drug Benefits
- Dental Benefits
- Vision Benefits
- Health Care Flexible Spending Account (“FSA”)
- Voluntary Life and AD&D

Restated Effective Date: 01/01/2024

Introduction

The City of Clermont (the “Employer” or “City”) is pleased to offer you this benefit plan. It is a valuable and important part of your overall compensation package.

This booklet describes your cafeteria plan and health care flexible spending account and serves as the Summary Plan Description (SPD) and Plan document for the City of Clermont Cafeteria Plan with Flexible Spending Account (“the Plan”).

Note: A separate SPD has been issued that describes information for the following Benefit Program(s):

MEDICAL SUMMARY PLAN DESCRIPTION

FSA SUMMARY PLAN DESCRIPTION

DENTAL SUMMARY PLAN DESCRIPTION

VISION SUMMARY PLAN DESCRIPTION

VOLUNTARY LIFE AND AD&D

This document sets forth the provisions of the Plan that provide for payment or reimbursement of Plan benefits.

This document contains information on the standard provisions and administration of the Plan. From time to time, applicable law may require the City to temporarily make adjustments to how it administers the Plan due to unforeseen circumstances, such as public health emergencies, natural disasters or other emergency situations. In those situations, the Employer intends to comply with all applicable legal requirements, including deadline extensions, maintenance to benefits and other changes to coverage. Unless they are addressed in specific plan amendments, any such changes required by law are incorporated herein by reference to the extent necessary for the Plan to be in compliance.

We encourage you to read this booklet and become familiar with your benefits. You may also wish to share this information with your enrolled family members.

This Plan and SPD replace the previous cafeteria plan booklets you may have in your files. Be sure to keep this booklet in a safe and convenient place for future reference.

Table of Contents

Introduction.....	ii
Plan Overview	1
Your Eligibility.....	1
Eligible Dependents.....	2
When Coverage Begins.....	2
Enrolling for Coverage.....	2
New Hire Enrollment.....	2
Annual Open Enrollment.....	2
Code Section 125 Status of Plan.....	3
Effect of Tax Regulations on this Plan.....	3
Permitted Election Changes.....	3
When Coverage Ends	5
Cancellation of Coverage	5
Rescission of Coverage.....	5
Coverage While Not at Work	6
If You Take a Leave of Absence(FMLA)	6
Your Flexible Spending Account Benefits	7
Your Health Care Flexible Spending Account	7
Health Care Expense Account	7
Maximum Annual Amount.....	7
Eligible Medical Expenses.....	7
Payment of Health Care Expense Account Claims.....	8
Continuation Coverage Upon Termination	8
Coordination with HRA	8
Submitting a Claim for Reimbursement.....	8
Claims Submission and Cut-Off	9
Forfeitures.....	9
Administrative Information.....	10
Plan Sponsor and Administrator	10
Plan Year	10
Type of Plan.....	11
Identification Numbers.....	11
Plan Funding and Type of Administration.....	11
Claims Administrators.....	11
Agent for Service of Legal Process	11
No Obligation to Continue Employment	12
Severability	12
Payment of Benefits.....	12
Payment of Benefits to Others.....	12
Expenses	12
Fraud.....	12
Indemnity	12
Compliance with State and Federal Mandates.....	13
Refund of Premium Contributions	13
No Guarantee of Tax Consequences	13
Non-discrimination	13
Future of the Plan	14
Claims and Appeal Procedure	15
Time Frames for Processing Health-Related Claims	15
Time Frames for Processing All Other Claims	16
Exhaustion Required	16
Your HIPAA/COBRA Rights	17
Health Insurance Portability and Accountability Act (HIPAA)	17
Continuing Your Health Care FSA through COBRA.....	20
Definitions	22
Adoption of the Plan	22
Appendix A.....	25

Plan Overview

The Plan provides benefits to eligible employees and their dependents through qualified Benefit Programs. These Benefit Programs may be summarized in an insurance contract, a Summary Plan Description ("SPD"), and/or other governing documents. You will receive a separate SPD, where required, that describes the features of each Benefit Program included under each Benefit Program and this Plan.

Your Eligibility

You are eligible for benefits if you are:

- A full-time active employee normally scheduled to work a minimum of 30 hours per week;
- On the regular payroll of the City; and
- In a class of employees eligible for coverage.

Unless otherwise communicated to you in writing by the City, the following individuals are not eligible for benefits: part-time employees, employees of a temporary or staffing firm, payroll agency or leasing organization, part-time persons hired on a limited duration, seasonal or temporary basis, independent contractors and other individuals who are not on the City payroll, as determined by the City, without regard to any court or agency decision determining common-law employment status.

Eligible Dependents

The definition of eligible dependents and other provisions, such as whether you may enroll your eligible dependents in a Benefit Program, are defined in the governing documents for each Benefit Program.

Unless otherwise defined by the insurance certificate for a Benefit Program, your eligible dependents include:

- your legal spouse;
- your child under age 26 regardless of financial dependency, residency with you, marital status, or student status;
- your unmarried child of any age who is principally supported by you and who is not capable of self-support due to a physical or mental disability that began while the child was covered by the Plan;
- your unmarried child of any age who is not capable of self-support due to a physical or mental disability that occurred before age 26, whose disability is continuous, and who is principally supported by you.

For purposes of the Plan, your child includes:

- your biological child;
- your legally adopted child (including any child lawfully placed for adoption with you);
- your stepchild;
- a foster child who has been placed with you by an authorized placement agency or by judgment decree or other court order;

- a grandchild for whom you are in a parent-child relationship who resides with you;
- a child for whom you are the court-appointed legal guardian;
- an eligible child for whom you are required to provide coverage under the terms of a Qualified Medical Child Support Order (QMCSO) or a National Medical Support Notice (NMSN).

If you have any questions regarding dependent coverage under a Benefit Program, check with the Insurer or Claims Administrator for that program.

When Coverage Begins

On or before the time you become eligible to participate in the Plan, you will be provided information for electronic enrollment, which provides your elections to be pre-taxed. Your election will not be effective unless you complete the electronic election that authorizes your pre-tax deductions to your salary. Your election will then continue until you change or discontinue it or become ineligible to participate in the Plan or a Benefit Program.

Unless otherwise stated in the governing documents for a Benefit Program, your coverage begins the first of the month following 60 days of employment. Coverage for your eligible dependents begins on the same day as your initial eligibility provided you enroll your dependents within 30 days of eligibility.

For the Health Care Flexible Spending Account, you are eligible for coverage the plan year following One Year of employment and after you meet all eligibility requirements.

If you terminate employment and are subsequently rehired within 30 days, coverage under the Plan will begin as of your rehired date. If you are rehired within 13 consecutive weeks and were enrolled in medical coverage, that coverage will be reinstated first of the month following reinstatement.

Enrolling for Coverage

New Hire Enrollment

As a newly eligible employee, you will receive enrollment information when you first become eligible for benefits. To enroll in coverage, you will need to make your coverage elections by the deadline shown in your enrollment materials. When you enroll in the Plan, you authorize the City to deduct any salary reduction contributions from your pay.

The elections you make will remain in effect until the next December 31, unless you have a qualifying change in status. After your initial enrollment, you will enroll during the designated annual open enrollment period. If you do not enroll for coverage when initially eligible, you will have no coverage for the remainder of the plan year.

Annual Open Enrollment

Each year during a designated open enrollment period, you will be given an opportunity to make your elections for the upcoming year. Your enrollment materials and online enrollment will provide your share of the premium cost, as well as any default coverage you will be deemed to have elected if you do not make an election by the specified deadline. You must make a new election each year to participate in the Health Care Flexible Spending Accounts. Current year elections will not automatically continue in the new Plan year. The elections you

make will take effect on the following January 1 and stay in effect through December 31, unless you have a qualifying change in status.

Code Section 125 Status of Plan

This Plan is designed and administered in accordance with Section 125 of the Internal Revenue Code and underlying regulations. This enables you to pay your share of premiums for certain Benefit Programs on a pre-tax basis, as permitted by the Employer. Pre-tax dollars come out of your pay before federal income and Social Security taxes are withheld (and, in most states, before state taxes are withheld). This gives your contributions a special tax advantage and lowers the actual cost of participating in the Plan to you. Neither the Employer nor any fiduciary under the Plan will in any way be liable for any taxes or other liability incurred by you by virtue of your participation in the Plan.

Because of this favorable tax-treatment, there are certain restrictions on when you can make changes to your elections. Generally, your elections stay in effect for the Plan Year (or other 12-month period of coverage for an insured benefit, as designated in your enrollment materials and election form) and you can make changes only during an annual open enrollment period. However, if permitted by the Plan, you can make changes to your elections during the Plan Year (or other 12-month coverage period) if a permitted election change event occurs (as described below) that allows the election change, as determined by the Plan Administrator.

Effect of Tax Regulations on the Health Care Flexible Spending Account Plan

This Plan is designed and administered in accordance with Sections 125 of the Internal Revenue Code. These code sections enable you to pay your share of the cost for coverage on a pre-tax basis. Neither the City nor any fiduciary under the Plan will in any way be liable for any taxes or other liability incurred by you by virtue of your participation in the Plan.

Because of this favorable tax-treatment, there are certain restrictions on when you can make changes to your elections. Generally, your elections stay in effect for the Plan Year and you can make changes only during each annual open enrollment. However, at any time throughout the year, you can make changes to your coverage within 30 days of the date you have a qualifying change in status as described below.

Permitted Election Change Events

The elections you make under the Plan are generally irrevocable during the Plan Year (or other 12-month coverage period that applies to a Benefit Program, as indicated in your enrollment and election materials). This means, for example, that once you have elected how much pre-tax income you will use to pay for the Plan's Benefit Programs, you are locked into that election until the next annual enrollment period. However, there are certain limited situations that allow you to change your Plan elections outside of the annual enrollment period, depending on the Plan's eligibility rules for a Benefit Program. You may change your elections if a "permitted election change event" occurs and you make an election change that is consistent with the event, as determined by the Plan Administrator.

This Plan allows participants to change their elections to extent permitted by applicable law and approved by the Plan Administrator. Depending on the Plan's eligibility rules for a Benefit Program, a "permitted election change event" that may allow you to change your election includes the following events:

- a change in your legal marital status, including marriage, divorce, death of spouse, legal separation or annulment
- a change in the number of dependents, including birth, adoption, placement for adoption or death of a dependent
- a change in employment status of the you, your spouse, or dependent, including a termination or commencement of employment; a strike or lockout; a commencement of or return from an unpaid leave of absence that affects eligibility
- a change in a dependent child's eligibility
- a change in the residency for you, your spouse or dependent that would impact eligibility (for example, moving out of a plan's coverage area)
- the cost of a Benefit Program significantly changes
- coverage under a Benefit Program is significantly curtailed or ceases
- a new Benefit Program or other coverage option is added or coverage under an existing Benefit Program is significantly improved
- your spouse's or dependent's plan has a different enrollment period and you need to make a change to account for that other coverage
- you, your spouse or your dependent loses group coverage sponsored by a governmental or educational institution
- your change corresponds with a HIPAA special enrollment right (described above)
- you, a spouse or dependent is eligible for COBRA continuation coverage under the Plan (if applicable) and you need to increase your payments for the coverage
- a court order, such as a QMCSO or NMSN, mandates coverage for an eligible dependent child
- you, a spouse or a dependent enrolls in Medicare or Medicaid
- you take an FMLA leave (if applicable)
- a change in your employment status to less than 30 hours of service per week on average even if the reduction does not result in loss of Plan eligibility
- eligibility for a special enrollment period to enroll in a qualified health plan (QHP) through the Marketplace or seeking to enroll in a QHP during the Marketplace's annual open enrollment period
- any other election change event recognized by the IRS and permitted by the Plan Administrator

Also, if the cost of a Benefit Program changes by an insignificant amount during a coverage period, the Plan Administrator may automatically make a corresponding change to your election.

Additionally, your Health Care Flexible Spending Account election(s) may be modified downward during the plan year if you are a Key Employee or Highly Compensated Individual (as defined by the Internal Revenue Code) if necessary, to prevent the Plan from becoming discriminatory. If you experience a change in certain family or employment circumstances, you can change your coverage. Changes must be consistent with status changes as described above.

You should report a status change to the Plan Administrator as soon as possible, but no later than 30 days after the event occurs. Contact the Plan Administrator if you have questions about when you can change your elections.

Keep in mind that certain mid-year election change events do not apply to health Flexible Spending Accounts (FSAs), such as cost or coverage changes. Contact the Plan Administrator if you have questions about when you can change your elections.

When Coverage Ends

Except as otherwise provided in the insurance certificate, your coverage under coverage under a Benefit Program ends on the last day of the month in which your employment terminates or upon your death, unless benefits are extended, such as when you take an approved leave of absence.

Coverage for your covered dependents ends on the date your coverage ends, or, if earlier, on the last day of the month in which your dependent is no longer eligible for coverage under the Plan.

Coverage will also end for you and your covered dependents as of the date the Employer terminates this Plan or, if earlier, the effective date you request coverage to be terminated for you and/or your covered dependent.

If your coverage under the Health Care Flexible Spending Account ends due to a COBRA qualifying event, you will be given the opportunity to continue your coverage the same coverage you had in effect the day before the qualifying event on a self-pay basis. However, you will be eligible for COBRA Continuation Coverage only if you have a positive Health Care Expense Account balance at the time of the COBRA qualifying event (taking into account all claims submitted by you before the date of the qualifying event). If COBRA is elected, it will be available only for the remainder of the Plan Year (and any extended period) in which the qualifying event occurs, and coverage will cease at the end of the Plan Year. Coverage will not be continued for the next Plan Year.

Cancellation of Coverage

If you fail to pay any required premium for coverage under a Benefit Program, coverage for you and your covered dependents will be canceled for that Benefit Program and no claims incurred after the effective date of cancellation will be paid.

Rescission of Coverage

Coverage under the Plan may be rescinded (canceled retroactively) if you or a covered dependent performs an act, practice or omission that constitutes fraud, or you make an intentional misrepresentation of material fact as prohibited by the terms of the Plan. A rescission of coverage is an adverse benefit determination that you may dispute under the Plan's claims and appeals procedures. If your coverage is being rescinded due to fraud or intentional misrepresentation of material fact, you will receive at least 30 days' advance written notice of the rescission. This notice will outline your appeal rights under the Plan. Benefits under the Plan that qualify as "excepted benefits" under HIPAA are not subject to these restrictions on when coverage may be rescinded. Some types of retroactive terminations of coverage are permissible even when fraud or intentional misrepresentation

are not involved. Coverage may be retroactively terminated for failure to timely pay required premiums or contributions as required by the Plan.

Also, coverage may be retroactively terminated to the date of your divorce if you fail to notify the Plan of your divorce and you continue to cover your ex-spouse under the Plan. Coverage will be canceled prospectively for errors in coverage or if no fraud or intentional misrepresentation was made by you.

The Plan reserves the right to recover from you and/or your covered dependents any benefits paid as a result of the wrongful activity that are in excess of the contributions paid. In the event the Plan terminates or rescinds coverage for gross misconduct on your behalf, continuation coverage under COBRA may be denied to you.

Coverage While Not at Work

In certain situations, coverage may continue for you and your dependents when you are not at work, so long as you continue to pay your share of the cost. If you take an unpaid leave of absence, you will need to make payment arrangements prior to the start of your leave. Generally, your payments will be made on an after-tax basis, unless you are on paid leave, in which case your premium payments will continue to be deducted on a pre-tax basis. You should discuss with Human Resources or your supervisor what options are available for paying your share of costs while you are absent from work.

If You Take a Leave of Absence (FMLA)

If you take an approved FMLA leave of absence, your coverage will continue for the duration of your leave, as long as you continue to pay your share of the cost as required under the Employer's FMLA Policy. Coverage for other benefits can be found in the insurance certificates for the respective Benefit Programs in which you have enrolled.

Your Flexible Spending Account Benefits

Your Health Care Flexible Spending Account

The Health Care Flexible Spending Account offers you a convenient way to pay for eligible, unreimbursed health care expenses using pre-tax dollars. You “fund” your account by directing a portion of your pay to your Flexible Spending Account.

Health Care Expense Account

If you elect to participate in the Health Care Flexible Spending Account, a Health Care Expense Account will be established for you. This account will be maintained for bookkeeping purposes only to keep track of contributions and reimbursements, and to determine forfeitures. It will not be funded.

Your Health Care Expense Account will be credited with the amount you authorize to be deducted from your pay and debited with any amount reimbursed to you for allowable medical care expenses.

Maximum Annual Amount

The maximum annual benefit amount that you may elect under the Health Care Flexible Spending Account for a calendar year is stated in your benefit guide.

The Plan Administrator has discretion to change the maximum and/or minimum contributions in subsequent years.

Eligible Medical Expenses

The Health Care Flexible Spending Account will pay only claims incurred during the year that are for eligible “Medical Expenses”, as that term is defined in Code Section 213(d), but only to the extent that the expense has not been reimbursed through insurance or otherwise. Expenses may be submitted for you, your spouse, and your “qualified dependents”, as such term is defined in Internal Revenue Code Section 152.

The following expenses do not qualify for reimbursement:

- any expense you claim as an itemized deduction on your Federal income tax return;
- premium payments for other health care coverage, including COBRA premiums;
- weight loss programs or dietary supplements;
- hair replacement treatments;
- over-the-counter drugs or medicines unless the purchase was obtained by prescription;
- cosmetic surgery or dentistry procedures, unless related to a congenital abnormality, a personal injury resulting from accident or trauma, or a disfiguring disease; or
- any expense determined to be ineligible as determined by the Plan Administrator.

For a list of eligible expenses, contact the Claims Administrator. Allowable Medical Expenses may also be found in IRS Publication 502 Medical and Dental Expenses or on the IRS Web site at www.irs.gov.

Payment of Health Care Expense Account Claims

The maximum amount available to you for reimbursement will be the lesser of:

- The amount of allowable medical expenses submitted for reimbursement; or
- The total annual Salary Reduction Contribution you elected for the year, less any prior reimbursements.

The Plan will reimburse only those allowable medical expenses which have been incurred by you and/or your dependents that are in excess of any payments or other reimbursements made under any other health care plan. Advance reimbursement will not be made for projected or future expenses.

If you are participating in the Health Care Flexible Spending Account on the last day of the Plan Year and you have an unused amount remaining in your FSA, refer to the Employee Benefit Guide to provide you guidance on the amount that may be carried forward to be used in the following Plan Year. Carry forward amounts from the previous plan year may:

- reduce your amount available to pay previous plan year expenses during the run-out period,
- will be counted against the permitted carryover amount, and
- cannot exceed the carryover amount.

Continuation Coverage Upon Termination

If your Employer is covered by COBRA and your coverage in the Health Care Flexible Spending Account terminates due to a COBRA qualifying event, you will be given the opportunity to continue (on a self-pay basis) the same coverage you had in effect on the day before the qualifying event, as prescribed by COBRA. However, you may not be eligible for COBRA if you “overspent” your Health Care Flexible Spending Account at the time of the COBRA qualifying event. Your account is overspent if your remaining annual benefit (maximum annual benefit minus the total amount of reimbursable claims submitted before the date of the qualifying event) is less than the maximum COBRA premium that can be charged for the rest of the year. If COBRA is elected, it will be available only for the remainder of the year in which the qualifying event occurs and will cease at the end of that year. Your Health Care Flexible Spending Account coverage cannot be continued for the next year.

Coordination with Health Reimbursement Arrangement (HRA)

Since the City offers a medical Health Reimbursement Arrangement (“HRA”) medical option, certain qualified health care expenses are eligible for reimbursement by the HRA and the Health Care FSA. Eligible health care expenses covered by both the Health Care FSA and the HRA will automatically be deducted from your HRA (to the extent possible), then from your Health Care FSA. See the City’s Employee Benefit Guide for details.

Submitting a Claim for Reimbursement

There are a few possible reimbursement methods for FSAs. The methods that are available to you depend on how your FSA is administered. These methods may include, for example, submitting manual or electronic claim forms or allowing you to use an FSA debit card. When you are enrolled in the FSA, your Employer will provide you with more specific information on

how your FSA reimburses eligible expenses. Keep in mind that an expense can be reimbursed only after it is incurred. Expenses are incurred at the time the service is received, not when the care or service is billed, charged or paid. In general, prepayment is not permitted. Your FSA can only be used to reimburse eligible expenses. In some circumstances, the Claims Administrator may ask you to provide additional documentation to show that an expense is eligible for reimbursement from your FSA. If you do not provide this information, your claim for reimbursement may be denied.

Claims Submission and Cut-Off

The Plan Administrator will establish and communicate to all participants the cut-off date by which all claims for the year must be submitted. Claims submitted after that date will not be eligible for reimbursement and will be forfeited.

Forfeitures

After processing all claims for a Plan Year, any amount credited to your Expense Account as of the end of that Plan Year will no longer be available for further claims and will be forfeited unless the plan allows for a carry-over. Refer to the FSA Plan Document for details.

Administrative Information

The following sections contain legal and administrative information you may need to contact the right person for information or help. Although you may not use this information often, it can be helpful if you want to know:

- how to contact the Plan Administrator;
- how to contact the Claims Administrators;
- what to do if a benefit claim is denied; and
- your rights under Federal laws such as COBRA.

Plan Sponsor and Administrator

City of Clermont is the Plan Sponsor and the Plan Administrator for this Plan. You may contact the Plan Administrator at the following address and telephone number:

City of Clermont
685 W. Montrose St
Clermont, FL 34711
352-241-7380

The Plan Administrator will have control of the day-to-day administration of this Plan and will serve without additional remuneration if such individual is an employee of the City. The Plan Administrator will have the following duties and authority with respect to the Plan:

- To prepare and file with governmental agencies all reports, returns, and all documents and information required under applicable law;
- To prepare and furnish appropriate information to eligible employees and Plan participants;
- To prescribe uniform procedures to be followed by eligible employees and participants in making elections, filing claims, and other administrative functions in order to properly administer the Plan;
- To receive such information or representations from the City, eligible employees, and participants necessary for the proper administration of the Plan and to rely on such information or representations unless the Plan Administrator has actual knowledge that the information or representations are false;
- To properly administer the Plan in accordance with all applicable laws governing fiduciary standards;
- To maintain and preserve appropriate Plan records.

In addition, the Plan Administrator has the discretionary authority to determine eligibility under all provisions of the Plan; correct defects, supply omissions, and reconcile inconsistencies in the Plan; ensure that all benefits are paid according to the Plan; interpret Plan provisions for all participants and beneficiaries; and decide issues of credibility necessary to carry out and operate the Plan. Benefits under the Plan will be paid only if the Plan Administrator decides in its discretion that the applicant is entitled to them.

Plan Year

The Plan Year is January 1 through December 31.

Note: An insured benefit may use a policy year that differs from the Plan Year, with deductible and out-of-pocket expenses based on the policy year. Please refer to the insurance certificate and other materials provided by the Insurer to determine how the policy year impacts your benefits.

Type of Plan

This Plan is called a “welfare plan”, which includes group health plans; they help protect you against financial loss in case of sickness or injury.

Identification Numbers

The Employer Identification Number (EIN) and Plan number for the Plan is:

EIN: 59-6000290 PLAN NUMBER: 501

Plan Funding and Type of Administration

Funding and administration of the Plan is as follows.

Type of Administration	The Plan is administered by the Employer through an arrangement with Insurers and third-party (claims) administrators. Insured benefits will be payable solely by the Insurer. Self-funded benefits are administered through contracts with third-party administrators
Funding	The Employer and employees both contribute to the Plan. Premiums are paid to the Insurers for fully insured Benefit Programs and benefits will be paid by the Insurer in accordance with the applicable insurance contract/policy. The City fully funds the cost of the self-funded benefits. Benefits will be paid solely from the general assets of the City.

Claims Administrators

The Plan Administrator has contracted with several Companies to administer benefits and pay claims. You may contact the appropriate Claims Administrator directly, using the information listed in your Benefit Guide.

Agent for Service of Legal Process

If any disputes arise under the Plan, papers may be served upon:

City of Clermont
685 W. Montrose St
Clermont, FL 34711
352-394-7380

Service of legal process also can be made upon the Plan Administrator.

No Obligation to Continue Employment

The Plan does not create an obligation for the City to continue your employment or interfere with the City's right to terminate your employment, with or without cause.

Severability

If any provision of this Plan is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue to be fully effective.

Payment of Benefits

All benefits are payable when the Plan Administrator receives written proof of loss. Benefits will be payable to the covered participant, unless otherwise assigned. If you receive care from a non-network provider, it is your responsibility to pay the non-network provider for the charges you incurred, including any difference between what you were billed and what the Plan paid. You may not assign your benefits under the Plan to a non-network provider without the City's consent. The City (or a Claims Administrator) reserves the right, in its discretion, to pay a non-network provider directly for services rendered to you. Direct payment to a non-network provider shall not be deemed to constitute consent by the City or waive the consent requirement for assigning benefits.

Payment of Benefits to Others

The Plan Administrator, in its discretion, may authorize any payments due to be paid to the parent or legal guardian of any individual who is either a minor or legally incompetent and unable to handle his or her own affairs.

Expenses

All expenses incurred in connection with the administration of the Plan, are Plan expenses and will be paid from the general assets of the City.

Fraud

No payments under the Plan will be made if the participant or the provider of services attempts to perpetrate a fraud upon the Plan with respect to any such claim. The Plan Administrator will have the right to make the final determination of whether a fraud has been attempted or committed upon the Plan or if a misrepresentation of fact has been made. The Plan will have the right to recover any amounts, with interest, improperly paid by the Plan by reason of fraud. Any employee or his or her covered dependent who attempts or commits fraud upon the Plan may have their coverage terminated and may be subject to disciplinary action by the City, up to and including termination of employment.

Indemnity

To the full extent permitted by law, the City will indemnify the Plan Administrator and each other employee who acts in the capacity of an agent, delegate, or representative ("Plan Administration Employee") of the Plan Administrator against any and all losses, liabilities, costs and expenses incurred by the Plan Administration Employee in connection with or arising out of any pending, threatened, or anticipated action, suit or other proceeding in which the Employee may be involved by having been a Plan Administration Employee.

Compliance with State and Federal Mandates

Each Benefit Program will comply to the extent possible with the requirement of all applicable laws, including but not limited to: COBRA, USERRA, HIPAA, the Newborns' and Mothers' Health Protection Act of 1996 (NMHPA), the Women's Health and Cancer Rights Act of 1998, FMLA, the Mental Health Parity and Addiction Equity Act of 2008, PPACA, HITECH, Michelle's Law (if applicable), and Title I of GINA (prohibiting the use of genetic information to discriminate with respect to health insurance premiums, contributions or other restricted purposes).

Refund of Premium Contributions

The Plan will comply with DOL guidance regarding refunds (e.g., dividends, demutualization, experience adjustments, and/or medical loss ratio rebates) of insurance premiums. Where any refund is determined to be a plan asset to the extent amounts are attributable to participant contributions, such assets will be: 1) distributed to current plan participants within 90 days of receipt, 2) used to reduce participants' portion of future premiums under the Plan (e.g., premium holiday); or 3) used to enhance future benefits under the Plan. Such determination will be made by the Plan Administrator, acting in its fiduciary capacity, after weighing the costs to the Plan and the competing interest of participants, provided such method is reasonable, fair, and objective.

Nondiscrimination

The Plan is intended to be nondiscriminatory under Code Section 125. Code Section 125 prohibits discrimination in favor of highly compensated individuals with respect to eligibility to participate, highly compensated participants with respect to benefits and contributions and key employees with respect to total Plan contributions. If the Plan Administrator determines, at any time, that the Plan may fail to satisfy these nondiscrimination requirements, the Plan Administrator may take such action as it deems appropriate to comply with the nondiscrimination requirements. This action may include, for example, modifying the elections of highly compensated or key employees without their consent.

The Health Care Flexible Spending Account shall not discriminate in favor of "highly compensated individuals" as to eligibility to participate or benefits available. The Health Care Flexible Spending Account shall be operated consistently with Code Section 105(h), regulations promulgated thereunder, and guidance issued by the Department of Labor or the Internal Revenue Service relating to discrimination testing.

No Guarantee of Tax Consequences

Neither the Plan Administrator nor the Employer makes any representation, guarantee or warranty that any amount paid as premiums or distributed as benefits under the Plan will be excludable from your gross income for federal or state income tax purposes (or that any other state or federal tax treatment will apply or be available to you). It is your responsibility to determine whether payments are excludable from your gross income for federal and state income tax purposes.

Future of the Plan

The City expects that the Plan will continue indefinitely. However, the City has the sole right to amend, modify, suspend, or terminate all or part of the Plan at any time.

The City may also change the level of benefits provided under the Plan at any time. If a change is made, benefits for claims incurred after the date the change takes effect will be paid according to the revised Plan provisions. In other words, once a change is made, there are no rights to benefits based on earlier Plan provisions.

Claims and Appeal Procedure

The claims procedures, including the time frames for submitting claims are set forth in the governing documents for each benefit plan. This section describes what you must do to file or appeal a claim for services.

Time Frames for Processing Health-Related Claims

Health-related claims are divided into urgent care claims, concurrent care claims, pre-service health claims, and post-service health claims with different time frames applicable to each. For purposes of the Health Care FSA, claims are treated as post-service health claims.

If an initial claim is denied in whole or in part, you or your representative will receive written notice from the Claims Administrator that your claim is denied as soon as reasonably possible, but no later than 30 days after receipt of the claim. For reasons beyond their control, the Claims Administrator may take up to an additional 15 days to review your claim. You will be provided written notice of the need for additional time prior to the end of the 30-day period. If the reason for the additional time is that you need to provide additional information, you will have 45 days from the notice of the extension to obtain that information. The time period during which the Claims Administrator must make a decision will be suspended until the earlier of the date that you provide the information or the end of the 45-day period.

Once you have received your notice from the Claims Administrator, review it carefully. This notice will include the reasons for denial, the specific Plan provision involved, an explanation of how claims are reviewed, the procedure for requesting a review of the denied claim, a description of any additional material or information that must be submitted with the appeal, and an explanation of why it is necessary. If you disagree with this decision, you or your representative may file a written appeal for review of a denied claim with the Claims Administrator within 180 days after receipt of a notice of denial.

You will have the right to submit for review, written comments, documents, records, and other information related to the claim as well as any additional information you believe would support your claims. You also have the right to request, free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim.

If after such review the Claims Administrator continues to deny the validity of the claim in full or in part, you may file a 2nd level appeal with the Plan Administrator. This appeal must be filed within 60 days of the first level appeal denial notice from the Claims Administrator. You should include any information necessary to perfect your claim and any other information that you believe supports your claim.

You will be notified of the Plan Administrator's decision in writing. If your claim is denied, the Plan Administrator will give you in writing the specific reason(s) that your claim was denied, the specific reference to the Plan provisions on which the denial was based, any internal rules, guidelines, protocols, or similar criteria used as basis for the decision, a statement that you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim.

Each level of appeal will be independent from the previous level (i.e., the same persons involved in a prior level of appeal would not be involved in the next level). On each level of appeal, the claims reviewer will review relevant information that you submit even if it is new information.

The final decision of the Plan Administrator shall be final and conclusive on all persons claiming benefits under the Plan, subject to applicable law.

Time Frames for Processing All Other Claims

For all non-health-related claims, you may file a claim with the Claims Administrator. The Claims Administrator will notify you of its decision in writing within 90 days after the claim is received.

Special circumstances may require an extension of this period up to 180 days for non-disability claims, but if an extension is required, you will be notified of any extension within the initial 90-day period. If an extension is necessary because you failed to submit necessary information, the days from the date the Claims Administrator sends you the extension notice until you respond to the request for additional information are not counted as part of the claim determination period.

If your claim is denied, you will receive in writing the specific reasons that your claim was denied, the specific reference to the Plan provision(s) on which the denial was based, a description of any additional material or information necessary for you to perfect the claim and why such material or information is necessary, a statement that you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, internal rules, guidelines, protocol, records and information relevant to your claim, and information regarding the Plan's appeal procedures and time frames, including what steps you need to take to appeal your claim.

To appeal a denied claim, you or your representative must send a written request for review to the Plan Administrator within 60 days after the denial is received. You should state the reason why you believe your claim should be reviewed and submit for review any written comments, documents, records, or other information that is relevant to your claim.

The Plan Administrator will conduct a review and make a final decision within 60 days after receipt of your request for review (or within 120 days if special circumstances warrant an extension, provided you are notified of the extension within the initial 60-day period).

You will be notified of the Plan Administrator's decision in writing. If your claim is denied, the Plan Administrator will give you in writing the specific reason(s) that your claim was denied, the specific reference to the Plan provisions on which the denial was based, any internal rules, guidelines, protocols, or similar criteria used as basis for the decision, a statement that you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim.

The final decision of the Plan Administrator shall be final and conclusive on all persons claiming benefits under the Plan, subject to applicable law.

Exhaustion Required

If you do not file a claim, follow the claims procedures, or appeal a claim within the timeframes permitted, you will give up all legal rights, including your right to file suit in Federal court, as you will not have exhausted your internal administrative appeal rights. Participants or claimants must exhaust all remedies available to them under the Plan before bringing legal action. You cannot take any other steps or file any other claims or suits for benefits unless and until you have exhausted all administrative appeals.

Your HIPAA/COBRA Rights

Health Insurance Portability and Accountability Act (HIPAA)

Title II of the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations at 45 CFR Parts 160 through 164 (HIPAA) contain provisions governing the use and disclosure of Protected Health Information (PHI) by group health plans, and provide privacy rights to participants in those plans. These rules are called the HIPAA Privacy Rules.

You will receive a “Notice of Privacy Practices” from the Administrator(s) and/or Insurer(s) that contains information about how your individually identifiable health information is protected under the HIPAA Privacy Rules and who you should contact with questions or concerns.

The HIPAA Privacy Rules apply to group health plans. These plans are commonly referred to as “HIPAA Plans” and are administered to comply with the applicable provisions of HIPAA. PHI is individually identifiable information created or received by HIPAA Plans that relates to an individual’s physical or mental health or condition, the provision of health care to an individual, or payment for the provision of health care to an individual. Typically, the information identifies the individual, the diagnosis, and the treatment or supplies used during treatment. It includes information held or transmitted in any form or media, whether electronic, paper or oral. When PHI is in electronic form it is called “ePHI.”

The HIPAA Plans may disclose PHI to the Plan Sponsor only as permitted under the terms of the Plan, or as otherwise required or permitted by HIPAA. The Plan Sponsor agrees to use and disclose PHI only as permitted or required by the HIPAA Privacy Rules and the terms of the Plan.

The HIPAA Plans (or an Insurer with respect to the HIPAA Plans) may disclose enrollment and disenrollment information to the Plan Sponsor. Also, the HIPAA Plans (or an Insurer with respect to the HIPAA Plans) may disclose Summary Health Information to the Plan Sponsor if the Plan Sponsor requests the information for the purposes of (1) obtaining premium bids from health plans for providing health insurance coverage under the Plan; or (2) modifying, amending or terminating the Plan. “Summary Health Information” means information that summarizes the claims history, claims expenses or types of claims experienced by individuals covered under the HIPAA Plans and has almost all individually identifying information removed. The HIPAA Plans may also disclose PHI to the Plan Sponsor pursuant to a signed authorization that meets the requirements of the HIPAA Privacy Rules.

In addition, the HIPAA Plans (or an Insurer with respect to the HIPAA Plans) may disclose PHI to the Plan Sponsor for plan administration purposes. Plan administration purposes means administration functions performed by the Plan Sponsor on behalf of the HIPAA Plans, such as claims processing, coordination of benefits, quality assurance, auditing and monitoring. Plan administration purposes do not include functions performed by the Plan Sponsor in connection with any other benefit or benefit plan of the Plan Sponsor or any employment-related actions or decisions.

The Plan Sponsor agrees that with respect to any PHI (other than enrollment/disenrollment information, Summary Health Information and information disclosed pursuant to a valid HIPAA authorization) disclosed to it by the HIPAA Plans (or an Insurer with respect to the HIPAA Plans), the Plan Sponsor will:

- Not use or further disclose the information other than as permitted or required by the Plan or as required by law;
- Ensure that any agents, including subcontractors, to whom it provides PHI received from the HIPAA Plans agree to the same restrictions and conditions that apply to the Plan Sponsor with respect to PHI;
- Not use or disclose the information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor;
- Report to the HIPAA Plans any use or disclosure of PHI of which it becomes aware that is inconsistent with the permissible uses or disclosures;
- Make PHI available in accordance with the individual rights of access under the HIPAA Privacy Rules;
- Make an individual's PHI available for amendment, and incorporate any amendments, as required by the HIPAA Privacy Rules;
- Make available the information required to provide an accounting of disclosures to individuals, as required by the HIPAA Privacy Rules;
- Make its internal practices, books and records relating to the use and disclosure of PHI received from the HIPAA Plans available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with HIPAA's requirements;
- If feasible, return or destroy all PHI received from the HIPAA Plans that the Plan Sponsor still maintains in any form and retain no copies of this information when no longer needed for the purpose for which disclosure was made, except that, if this return or destruction is not feasible, limit further uses or disclosures to those purposes that make the return or destruction of the information infeasible; and
- Ensure adequate separation between the HIPAA Plans and the Plan Sponsor is established.

In addition, the Plan Sponsor will reasonably and appropriately safeguard ePHI (other than enrollment/disenrollment information, Summary Health Information and information disclosed pursuant to a valid HIPAA authorization) that is created, received, maintained or transmitted to or by the Plan Sponsor on behalf of the HIPAA Plans. The Plan Sponsor will:

- Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains or transmits on behalf of the HIPAA Plans;
- Ensure that adequate separation between the HIPAA Plans and the Plan Sponsor is supported by reasonable and appropriate security measures;
- Ensure that any agent, including a subcontractor, to whom it provides ePHI agrees to implement reasonable and appropriate security measures to protect the information; and
- Report to the HIPAA Plans any security incident of which it becomes aware.

The Plan Sponsor allows HR Director, HR Manager and HR Advocates access to the PHI. No other persons have access to PHI. These specified employees (or classes of employees) only have access to and use of PHI to the extent necessary to perform the plan administration functions that the Plan Sponsor performs for the HIPAA Plans. In the event

that a specified employee does not comply with these HIPAA provisions, the employee will be subject to disciplinary action by the Plan Sponsor for non-compliance pursuant to the Plan Sponsor's employee discipline and termination procedures.

Continuing Your Health Care FSA through COBRA

This section provides an overview of COBRA continuation coverage. The coverage described may change as permitted or required by applicable law. When you first enroll in coverage, you will receive from the Plan Administrator/COBRA Administrator your initial COBRA notice. This notice and subsequent notices you receive will contain current requirements applicable for you to continue coverage.

If your coverage under the Health Care Flexible Spending Account ends due to a COBRA qualifying event, you will be given the opportunity to continue the same coverage you had in effect the day before the qualifying event on a self-pay basis.

COBRA Continuation Coverage will be available to you only if you have a positive Health Care Expense Account balance at the time of the COBRA qualifying event (taking into account all claims submitted by you before the date of the qualifying event). If COBRA is elected, it will be available only for the remainder of the Plan Year (and any extended period) in which the qualifying event occurs, and coverage will cease at the end of the Plan Year. Coverage will not be continued for the next Plan Year.

COBRA Notifications

If you lose coverage under the Plan because your employment status changes, you become entitled to Medicare, or you die, the Plan Administrator (or its designated COBRA administrator) will automatically provide you with additional information about COBRA continuation coverage, including what actions you must take by specific deadlines.

Cost of COBRA Coverage

You or your eligible dependent pay the full cost for healthcare coverage under COBRA, plus any required administrative fee up to two percent, or up to 102 percent of the full premium cost, except in the case of an 11-month disability extension where you may be required to pay up to 150 percent of the full premium cost for coverage.

COBRA Continuation Coverage Payments

You must elect COBRA coverage by completing and returning your COBRA enrollment form as instructed in your enrollment materials within 60 days of the date you receive information about your COBRA rights or, if later, the date of your qualifying event.

The first COBRA payment is due no later than 45 days from the date COBRA coverage is elected. Although COBRA coverage is retroactive to the date of the initial qualifying event, no benefits will be paid until the full payment is received. Each month's premium is due prior to the first day of the month of coverage. You are responsible for making timely payments.

If you fail to make the first payment within 45 days of the COBRA election, or subsequent payments within 30 days of the due date (the grace period), COBRA coverage will be canceled permanently, retroactive to the last date for which premiums were paid. COBRA coverage cannot be reinstated once it is terminated. Other important information you need to know about the required COBRA coverage payments follows.

COBRA premium payments that are returned by the bank for insufficient funds will result in termination of your COBRA coverage if a replacement payment in the form of a cashier's check, certified check, or money order is not made within the grace period.

COBRA premium payments must be mailed to the address indicated on your premium notice. Even if you do not receive your premium notice, it is your responsibility to contact the COBRA

administrator. Your COBRA coverage will end if payment is not made by the due date on your notice. It is your responsibility to ensure that your current address is on file.

Definitions

COBRA

The Consolidated Omnibus Budget Reconciliation Act. This Federal law allows a continuation of health care coverage in certain circumstances.

Dependent

The definition of a dependent is defined in the insurance certificate and other governing documents provided for each Benefit Program.

Employee

A person who works for the City in an employer-employee relationship, who is a full-time employee and who is regularly scheduled to work for the Employer in an employer-employee relationship. The definition of an eligible employee is defined in the Plan Overview.

Election Form

The form used by employees to elect to participate in a Benefit Program and to authorize salary reduction for payment of premiums for such Benefit Program, where applicable.

Family and Medical Leave Act

The Family and Medical Leave Act (FMLA) is a Federal law that provides for an unpaid leave of absence for up to 12 weeks per year for:

- the birth or adoption of a child or placement of a foster child in a participant's home;
- the care of a child, spouse or parent (not including parents-in-law), as defined by Federal law, who has a serious health condition;
- a participant's own serious health condition; or
- any qualifying exigency arising from an employee's spouse, son, daughter, or parent being a member of the military on "covered active duty". Additional military caregiver leave is available to care for a covered service member with a serious injury or illness who is the spouse, son, daughter, parent, or next of kin to the employee.

Generally, you are eligible for coverage under FMLA if you have worked for your City for at least one year; you have worked at least 1,250 hours during the previous 12 months; your City has at least 50 employees within 75 miles of your worksite; and you continue to pay any required premium during your leave as determined by the City. You should contact the City with any questions you have regarding eligibility for FMLA coverage or how it applies to you.

HIPAA

Health Insurance Portability and Accountability Act of 1996, as amended.

Insurer

Any insurance City that fully insures (or partially insures) any benefit provided by this Plan or any Benefit Program.

Leased Employee

Leased employee as defined in the Internal Revenue Code, section 414(n), as amended.

Participant

An eligible employee who elects to participate in the Plan by completing the necessary Election Form on a timely basis, as provided by the Plan Administrator.

Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)

A Federal law covering the rights of participants who have a qualified uniformed services leave.

WHCRA

The Women's Health and Cancer Rights Act of 1998, as amended. Your medical coverage under the Plan includes coverage for a medically necessary mastectomy and patient-elected reconstruction after the mastectomy. Specifically, for you or your covered dependent who is receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient for: 1) All stages of reconstruction of the breast on which the mastectomy was performed; 2) Surgery and reconstruction of the other breast to produce a symmetrical appearance; 3) Prostheses; and 4) Treatment of physical complications at all stages of mastectomy, including lymphedema.

Adoption of the Plan

The City of Clermont Section 125 Cafeteria Plan with Flexible Spending Account, effective 01/01/1990, as amended and restated herein, is hereby adopted as of 01/01/2024. This document constitutes the basis for administration of the Plan.

IN WITNESS WHEREOF, the parties have caused this document to be executed on this _____ day of _____, 2023.

BY: _____

TITLE: _____

APPENDIX A

Benefit Programs Available

You will be able to choose to participate in one or more of the following Benefit Programs by indicating your choice or choices through the online enrollment system, which provides your agreement to pre-tax your portion through salary reductions.

The specific benefits available under each Benefit Program will be determined by the respective governing documents. A Benefit Program may vary from year to year. For details regarding eligibility, benefit amounts, and premium schedules, you should refer to the materials provided for each Benefit Program. The Plan Administrator will provide you with information on each of the applicable Benefits Programs prior to your decision to elect to pay for a Benefit Program through salary reduction.

The qualified Benefit Programs offered under the Plan are:

- Group Health Insurance (includes Prescription Drug coverage)
- Group Dental Insurance
- Group Vision Insurance
- Flexible Spending Account (FSA)
- Voluntary Life and AD&D



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 12, 2023		
Agenda Item Name		
Bid Award <i>Purchase of Hand Guns</i>		
Requested Action		
Requesting approval of a bid award to Lawmen's Shooters, Inc. to purchase handguns for the Police Department in the total amount of \$104,475.		
Staff Report		
The Procurement Services Department and the Police Department recommend approval of the above action. The Police Department contacted the Procurement Services Department to determine the most effective manner to purchase handguns. The Procurement Services Department issued a Request for Bid (RFB) number 24-030 to acquire these services. The RFB was competitively bid, formally advertised, and complies with the City of Clermont Procurement Policy and Procedures. There were three (3) responses to the RFB. The award is being recommended to the low responsive and responsible bidder, Lawmen's & Shooter's Supply, Inc., in the total amount of \$104,475, who complied with all terms, conditions, and specifications stated in the RFB.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$104,475 is included and available within the current year's approved budget. Department Account Code: 10521-55204		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFB 24-030 Evaluation Tabulation	RFB 24-030 Evaluation Tabulation.pdf	
2. RFB 24-030 Notice of Intent to Award	RFB 24-030 Notice of Intent to Award.pdf	



EVALUATION TABULATION

RFB No. RFB 24-030

Purchase of Glock 47 9mm Hand Guns

RESPONSE DEADLINE: November 30, 2023 at 2:00 pm

SELECTED VENDOR TOTALS

Vendor	Total
Lawmen's & Shooters', Inc.	\$104,475.00
G T DISTRIBUTORS, INC.	\$108,358.95
Gnome kotes LLC	\$169,525.65

GLOCK 47 DUTY WEAPON SYSTEM PACKAGE

Glock 47 Duty Weapon System Package					Gnome kotes LLC		G T DISTRIBUTORS, INC.		Lawmen's & Shooters', Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Glock 47 Gen 5 MOS 9mm with (3) 17 Round Magazines and Night Sights	105	EA	\$745.00	\$78,225.00	\$481.00	\$50,505.00	\$481.00	\$50,505.00
X	2	Holosun SCS MOS-GR Solar Charging Green Dot Sight	105	EA	\$478.15	\$50,205.75	\$309.66	\$32,514.30	\$287.00	\$30,135.00

EVALUATION TABULATION

RFB No. RFB 24-030

Purchase of Glock 47 9mm Hand Guns

Glock 47 Duty Weapon System Package					Gnome kotes LLC		G T DISTRIBUTORS, INC.		Lawmen's & Shooters', Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	3	Streamlight TLR-1 HL (Black) Gun Light	105	EA	\$205.23	\$21,549.15	\$135.21	\$14,197.05	\$129.00	\$13,545.00
X	4	Blackhawk T-Series Black Level 3 Duty Light Bearing Red Dot Sight Glock Holster (Needs to work with the above listed items. Actual number of left-handed and right-handed holsters will be provided to the successful vendor prior to the order being placed)	105	EA	\$186.15	\$19,545.75	\$106.12	\$11,142.60	\$98.00	\$10,290.00
Total						\$169,525.65		\$108,358.95		\$104,475.00

EVALUATION TABULATION

Request For Bid - Purchase of Glock 47 9mm Hand Guns

Page 2



City of Clermont
Procurement Services
 Freddy Suarez, Procurement Services Director
 685 W. Montrose Street, Clermont, FL 34711

EQUIPMENT BUYBACK CREDIT

Enter a negative number in the Unit Cost to reflect a credit.

Equipment Buyback Credit					Gnome kotes LLC		G T DISTRIBUTORS, INC.		Lawmen's & Shooters', Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
	5	Glock 22 Buyback	87	EA	\$107.00	\$9,309.00	-\$250.50	-\$21,793.50	-\$225.00	-\$19,575.00
	6	Glock 23 Buyback	12	EA	\$175.00	\$2,100.00	-\$255.50	-\$3,066.00	-\$225.00	-\$2,700.00
	7	Glock 27 Buyback	5	EA	\$257.00	\$1,285.00	-\$261.50	-\$1,307.50	-\$225.00	-\$1,125.00
	8	Glock 35 Buyback	2	EA	\$273.00	\$546.00	\$265.50	\$531.00	-\$250.00	-\$500.00
Total						-\$13,240.00		-\$25,636.00		-\$23,900.00



NOTICE OF INTENT TO AWARD
RFB No. RFB 24-030
Purchase of Glock 47 9mm Hand Guns
RESPONSE DEADLINE: November 30, 2023 at 2:00 pm

Thursday, November 30, 2023

After the careful and thorough review of all responses received to solicitation number RFB 24-030 titled Purchase of Glock 47 9mm Hand Guns, the City hereby issues this Award Recommendation to the following company:

Lawmen's & Shooters', Inc.

Sincerely,

A handwritten signature in blue ink that reads 'Freddy Suarez'.

Freddy L. Suarez, MPA, CPPB
Procurement Services Director



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 12, 2023		
Agenda Item Name		
Piggyback Contract Water Meter Installation Services		
Requested Action		
Requesting approval to piggyback the Pasco County term contract number UTOM23-0144 with National Metering Services, Inc. to provide water meter installation services.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. At the request of the Public Services Department, the Procurement Services Department sought a contract from the Pasco County term contract number UTOM23-0144 with National Metering Services, Inc. to provide water meter installation. The Pasco 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 Pasco County term contract number UTOM23-0144. This contract will provide water meter installation services to replace old, high usage water meters to maintain industry standards. The estimated value is \$540,000.00 for the initial term of the contract. The contract start date is October 25, 2023. 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 department.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$180,000.00	41533-53420 Contract Services - Meter Replacements	\$180,000.00
Exhibits Attached (copies of original agreements)		
1. Pasco County Agreement	Pasco County Agreement.pdf	
2. Bid Tabulation	Bid Tabulation.pdf	
3. Pricing	Pricing.pdf	
4. UTOM23-0144	UTOM23-0144.pdf	



Office of Nikki Alvarez-Sowles, Esq. Pasco County Clerk & Comptroller

February 10, 2023

William Castle
National Metering Services, Inc.
163 Schuyler Avenue, Box 491
Kearny, NJ 37032

RE: Dual Check Valve Change Out Program Services
C36 UTOM23-0144

Dear Sir/Madam:

At the Pasco County Board of County Commissioners meeting of February 7, 2023, the above mentioned agenda item was approved. Attached is a copy of the document for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, scroll down and click on "Transparency", click on "Agendas & Minutes", select the meeting date from the list, click on "Agenda", click on the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,

Meaghan Legnini
Records Clerk I, Board Records Division
Deputy Clerk
Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

Enclosure

AGREEMENT

THIS AGREEMENT is entered by and between **PASCO COUNTY, FLORIDA**, by and through its Board of County Commissioners (hereinafter called "Owner") and **National Metering Services, Inc.** (hereinafter called "Contractor").

WITNESSETH:

WHEREAS, Owner desires to retain Contractor to provide **As Needed Dual Check Valve Change Out Program Services**; and

WHEREAS, Owner has selected Contractor in accordance with competitive bidding procedures; and

WHEREAS, Contractor agrees to serve as Owner's Contractor for **As Needed Dual Check Valve Change Out Program Services** based upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises set forth hereinabove, and of the mutual promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE 1 - WORK

The Contractor will be responsible to replace dual check valves, AMR/AMI Meters, Meter Boxes, Meter Lids and Endpoints, as per County's Standards.

ARTICLE 2 – OWNER'S REPRESENTATIVE

The Project is administered by:

Public Infrastructure
Pasco County Utilities Department

Who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Owner's representative in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

- 3.1 Except as otherwise specified herein, the Agreement shall remain in full force and effect upon Board of County Commissioners approval and continue through for **three years**, unless otherwise terminated or extended as provided in this

Agreement, subject to the Price Escalation terms described elsewhere herein, unless cancelled in writing by Pasco County and if funds are available.

- 3.2 In the event that a properly executed Work Order initiated within the initial term of the Agreement, or Addendum to such Work Order requires or expressly permits work to be performed by the Contractor after termination of this Agreement, such WORK ORDER or Addendum to such Work Order shall automatically extend the effective period of the Agreement to coincide with the completion date delineated in the Work Order or Addendum to such Work Order.
- 3.3 Each Work Order will be completed within the time stipulated in the Work Order Form.
- 3.4 Liquidated Damages. The Contractor agrees that should the Contractor fail to complete the work as specified in any work as directed in the Work Order(s), the Contractor shall pay the Owner for delay and loss of use, and not as a penalty but as liquidated damages, the sum of One Hundred Dollars and 00/100 (\$100.00) for each calendar day after the date of completion listed in the Work Order. Default days will be counted in calendar days, excluding Sundays and legal holidays.

ARTICLE 4 - CONTRACT PRICE

- 4.1 The Owner shall pay the Contractor for completion of the Work in current funds and in accordance with the Contract Documents subject to the Not-to-Exceed amount of **\$9,224,359.00**, provided the County will also be using this funding allocation to pay another contractor who will be providing similar services under a separate contract.
- 4.2 All incidental costs, including allowances for profit and tools of the trade, must be included in the Contract bid prices.

ARTICLE 5 - CONFLICTS

- 5.1 To the extent there is a conflict regarding indemnification and contract term between the Instructions to bidders and this Agreement, the provisions of this Agreement will control.

ARTICLE 6 - TERMINATION OF AGREEMENT

- 6.1 In return for good and valuable consideration in the amount of \$100.00, the receipt of which is acknowledged by the Contractor, Owner may terminate or cancel this Agreement at its discretion and termination will be effective, with cause immediately or without cause after 30 days, after written notice has been

provided to the Contractor.

- 6.2 Following termination, Owner shall make a settlement with the Contractor upon a pro rata basis as determined by Owner, which will fix the value of the Services performed by the Contractor prior to the termination or cancellation of this Agreement.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- 7.2 Contractor understands the estimate of quantities of the various items of work and materials, if set forth in the Proposal Form, is approximate only and is given solely to be used as a uniform basis for the comparison of Proposals. The quantities actually required to complete the work may be less or more than so estimated, and, if awarded a contract for the work specified, the Contractor agrees that he will not make any claim for damages or for loss of profits or for an extension of time because of a difference between the quantities of the various classes of work assumed for comparison of Proposals and quantities of work actually performed. The Owner further reserves the right to vary the quantities in any amount.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between Owner and Contractor concerning the Work, consist of the following:

- 8.1 This Agreement.
- 8.2 Invitation to Bid.
- 8.3 Instructions to Bidders.
- 8.4 Conditions of Contract.
- 8.5 Proposal and Bid Forms.
- 8.6 Insurance Certificates.

- 8.7 Contract Forms.
- 8.8 Specifications.
- 8.9 Exhibits.
- 8.10 Addenda numbers 1 to 2 inclusive.
- 8.11 Documents submitted by Contractor prior to Notice of Award (Pages 34 to 45, **List of Technicians, Bidders Major Equipment List, Bidder Questionnaire, License and Certification** inclusive).
- 8.12 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All written WORK ORDERS or authorizations; all written amendments; and all other documents amending, modifying, or supplementing the Contract Documents.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in the Conditions of Contract section of the Contract Documents.

ARTICLE 9 - SUBCONTRACTORS

The Contractor shall not sublet, assign, or transfer any Goods and/or Services specifically set forth under this Agreement without the prior written consent of Owner. All persons used by the Contractor for fulfilling the requirements of this Agreement must be employees of the Contractor.

ARTICLE 10 – INDEMNIFICATION

- 10.1 The CONTRACTOR shall indemnify and hold harmless the COUNTY and the employees and agents of the COUNTY from, and against, all liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of, or resulting from, the performance of the Work, provided that any such liability, claim, suit, demand, damage, loss, or expense: (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and (b) to the extent caused by an act or omission of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.
- 10.2 In any and all claims against the COUNTY, or against any of the agents or employees of the COUNTY, by any employee of the CONTRACTOR, any

SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph will not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

- 10.3 The CONTRACTOR shall indemnify and hold harmless the COUNTY and anyone directly or indirectly employed by the COUNTY from and against all claims, suits, demands, damages, losses, and expenses including, but not limited to, attorneys' fees, arising out of any infringement of patent rights, copyrights, trademarks, trade dress, or other intellectual property rights held by others, and shall defend all such claims in connection with any alleged infringement of such rights.
- 10.4 The CONTRACTOR shall, at the option of the COUNTY, underwrite on an interim basis all expenses associated with the legal defense of the COUNTY, pending the outcome of any litigation through appeal, with respect to any liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, for which the CONTRACTOR may be liable to the COUNTY, in whole or in part, pursuant to 10.1 – 10.3 above, irrespective of whether said liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, may ultimately be found by a court of law to have been caused, in whole or in part, by the negligence or other fault of the COUNTY. In discharging this duty to the COUNTY, the CONTRACTOR shall strictly account to the COUNTY on a monthly basis for all expenditures so incurred. Upon the conclusion of any litigation through appeal, to the extent that the CONTRACTOR has been found less than fully liable for any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, the COUNTY shall reimburse the CONTRACTOR for that portion of the reasonable costs of underwriting the legal defense of the COUNTY.
- 10.5 With respect to, and in consideration for, the indemnification provided herein by the CONTRACTOR, as well as the duty of the CONTRACTOR, at the option of the COUNTY, to underwrite the legal defense of the COUNTY pending the outcome of any litigation through appeal, the COUNTY agrees to pay to the CONTRACTOR, as separate consideration, the sum of \$100.00, the sufficiency and receipt of which is hereby acknowledged.
- 10.6 Notwithstanding any language to the contrary which may be contained herein, the ultimate duty of the CONTRACTOR to indemnify and hold the COUNTY harmless under this Article will be limited to the extent that any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, are caused by the negligence, recklessness, or intentional wrongful

misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the construction contract.

ARTICLE 11 - MISCELLANEOUS

- 11.1 Contractor shall provide Goods and/or perform all Services under this Agreement as an independent contractor. Contractor will not be considered an agent of Owner nor will Contractor's subcontractors, suppliers, experts, or other persons, or organizations retained or utilized by the Contractor be considered agents of Owner.
- 11.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 11.3 Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.
- 11.4 The Contractor hereby guarantees all work performed in accordance with the terms of the Contract with Owner against defects due to faulty workmanship or materials for a period of 365 days from the date of service. During the period of the guarantee, the Contractor agrees to make all repairs necessitated by reason of faulty workmanship or materials at no cost to the owner, subject to the following additional conditions.
 - 11.4.1 This guarantee is in addition to factory warranties covering certain equipment where applicable under contract.
 - 11.4.2 Nothing herein contained will serve to modify or limit the obligations of the Contractor to faithfully fulfill and complete its obligations under the Contract.
 - 11.4.3 Specifically excluded from this guarantee is maintenance of equipment or repair of any damage caused by normal wear and tear, fire, windstorm, or other casualties.

- 11.5 The Agreement will be governed by and construed under the laws of the State of Florida.
- 11.6 Venue for any action arising under this Agreement will lie in Pasco County, Florida at the West Pasco Judicial Center.
- 11.7 During the performance of this Agreement, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the CONTRACTOR or its applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.
- 11.8 Any notices or other writings permitted or required to be delivered as described and required under the provisions of this Agreement must be delivered by sending the notice by Certified Mail, Return Receipt Requested, and addressed as follows:

If to Owner:

Pasco County Utilities
19420 Central Boulevard
Land O' Lakes, FL 34637

Attention: Branford N. Adumuah
Interim Assistant County Administrator,
Public Infrastructure

If to the Contractor:

National Metering Services, Inc.
116 Center Street
Daytona, FL 32117

Attention: William Castle, President

ARTICLE 12 – LAW COMPLIANCE

Each party will comply will all applicable Federal, State and Local laws, rules, regulations and guidelines, related to performance under this Agreement. In particular, the Contractor verifies and affirms that it is in compliance with 8 USC Sec. 1324 prohibiting the employment either directly or by contract, subcontract or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by any Contractor during the term of the Agreement a violation of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement by the County.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly qualified representatives on the date noted below.

CONTRACTOR,

WITNESS:



Richard Verdiramo, Vice President

Date: January 5, 2023

National Metering Services, Inc.

By: 

William Castle, President

Name

(SEAL)

ATTEST:




Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

PASCO COUNTY, FLORIDA

By: 
Jack Mariano, Chairman

APPROVED
IN SESSION

FEB 07 2023

PASCO COUNTY
BCC

Date: _____

NOTARY ACKNOWLEDGMENT

STATE OF New Jersey }
 } ss
COUNTY OF Hudson }

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [☐] online notarization on this 5th day of January, 2023, by [as applicable, complete one of the choices below]:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] William Castle, who executed the foregoing instrument as [Title] President of [Corporation or Company Name] National Metering Services, Inc., a [check one] [☒] corporation [☐] limited liability company, organized under the laws of [State] New Jersey, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

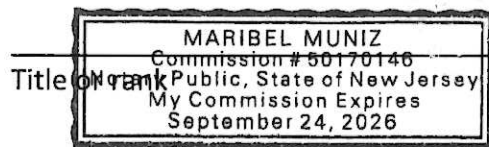
[Name] Partner (or Agent), on behalf of [Name of Partnership]
, a [State] partnership.

Said person is personally known to me or has produced Driver License as identification on behalf of [Name, or Name of Corporation, Company, Partnership as applicable]:

Signature of person taking acknowledgment

Maribel Muniz

Name typed, printed or stamped



Serial number (if any)

BID TABULATION
IFB-SN-23-007 DUAL CHECK VALVE CHANGE OUT PROGRAM SERVICES

VENDOR NAME:				National Metering Services, Inc.		Frank Gay Services, LLC	
A. Item Number	B. Annual Estimated Quantity	C. Description	D. Unit	E. Labor Rate	F. Estimated Annual Price	E. Labor Rate	F. Estimated Annual Price
1	1000	Dual Check Backflow Preventer 1 replacement - Labor Only (as per specifications)	Each	\$ 90.00	\$ 90,000.00	\$ 94.00	\$ 94,000.00
2	250	Complete change out ¾" AMR/AMI Meter w/ Endpoint and installation of new ¾"-1.0" Dual Check	Each	\$ 105.00	\$ 26,250.00	\$ 124.00	\$ 31,000.00
3	250	Complete change out 1.0" AMR/AMI Meter w/ Endpoint and installation of new ¾"-1.0" Dual Check	Each	\$ 105.00	\$ 26,250.00	\$ 132.00	\$ 33,000.00
4	3000	Complete change out ¾" AMR/AMI Meter w/ Endpoint and replacement of existing ¾"-1.0" Dual Check	Each	\$ 78.00	\$ 234,000.00	\$ 99.00	\$ 297,000.00
5	500	Complete change out 1.0" AMR/AMI Meter w/Endpoint and replacement of existing ¾" - 1" Dual Check	Each	\$ 78.00	\$ 39,000.00	\$ 132.00	\$ 66,000.00
6	500	Change out – Remove and replacement of Endpoint only and installation of new ¾"-1.0" Dual Check	Each	\$ 70.00	\$ 35,000.00	\$ 120.00	\$ 60,000.00
7	500	Change out – Remove and replacement of Endpoint only and change out of existing ¾"-1.0" Dual Check	Each	\$ 70.00	\$ 35,000.00	\$ 94.00	\$ 47,000.00
8	500	Change out – Remove and replacement of Potable Meter Endpoint only	Each	\$ 38.00	\$ 19,000.00	\$ 89.00	\$ 44,500.00
9	500	Change out – Remove and replacement of Reclaim Meter Endpoint only	Each	\$ 49.00	\$ 24,500.00	\$ 89.00	\$ 44,500.00
10	500	Retro fit – consist of installation of new ¾"-1.0" Dual Check Valve on existing meter	Each	\$ 90.00	\$ 45,000.00	\$ 89.00	\$ 44,500.00
11	14000	Complete change out – Consist of ¾" Potable AMR/AMI Meter with Endpoint	Each	\$ 49.00	\$ 686,000.00	\$ 82.00	\$ 1,148,000.00
12	3000	Complete change out – Consist of ¾" Reclaim AMR/AMI Meter with Endpoint	Each	\$ 49.00	\$ 147,000.00	\$ 89.00	\$ 267,000.00
13	100	Complete change out – Consist of 1.0" Potable AMR/AMI Meter with Endpoint	Each	\$ 49.00	\$ 4,900.00	\$ 89.00	\$ 8,900.00
14	100	Complete change out – Consist of 1.0" Reclaim AMR/AMI Meter with Endpoint	Each	\$ 49.00	\$ 4,900.00	\$ 89.00	\$ 8,900.00
15	100	Complete change out – Consist of 1.5" Potable AMR/AMI Meter with Endpoint	Each	\$ 115.00	\$ 11,500.00	\$ 109.00	\$ 10,900.00
16	100	Complete change out – Consist of 1.5" Reclaim AMR/AMI Meter with Endpoint	Each	\$ 115.00	\$ 11,500.00	\$ 109.00	\$ 10,900.00
17	100	Complete change out – Consist of 2.0" Potable AMR/AMI Meter with Endpoint	Each	\$ 120.00	\$ 12,000.00	\$ 129.00	\$ 12,900.00
18	100	Complete change out – Consist of 2.0" Reclaim AMR/AMI Meter with Endpoint	Each	\$ 120.00	\$ 12,000.00	\$ 129.00	\$ 12,900.00
19	1500	Replace Meter Box	Each	\$ 30.00	\$ 45,000.00	\$ 30.00	\$ 45,000.00
20	10000	Labor Only – Manual Meter Reading AMR/AMI	Each	\$ 1.00	\$ 10,000.00	\$ 25.00	\$ 250,000.00
21	10000	Labor Only – Verification of Meter Serial Numbers and End Points AMR/AMI	Each	\$ 1.00	\$ 10,000.00	\$ 25.00	\$ 250,000.00
22	1	Annual Contingency Allowance for Materials/Parts/3rd Party Services not covered within these specifications. Authorization in writing, by the Pasco County Representative, is required, prior to start of the work.	Each	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00
Grand Total					\$ 2,028,800.00		\$ 3,286,900.00

(This name must match the name on your current W9 Form. The W9 will be requested at the time of award.)

A. Item No.	B. Annual Estimated Quantity	C. Description	D. Unit	E. Labor Rate	E. Estimated Annual Price (B x E)
1.	1000	Dual Check Backflow Preventer / 1 Replacement – Labor Only (as per Specifications)	Each	\$ <u>90.00</u>	\$ <u>90,000.00</u>
2.	250	Complete change out ¾" AMR/AMI Meter w/ Endpoint and installation of new ¾"-1.0" Dual Check	Each	\$ <u>105.00</u>	\$ <u>26,250.00</u>
3.	250	Complete change out 1.0" AMR/AMI Meter w/ Endpoint and installation of new ¾"-1.0" Dual Check	Each	\$ <u>105.00</u>	\$ <u>26,250.00</u>
4.	3000	Complete change out ¾" AMR/AMI Meter w/ Endpoint and replacement of existing ¾"-1.0" Dual Check	Each	\$ <u>78.00</u>	\$ <u>234,000.00</u>
5.	500	Complete change out 1.0" AMR/AMI Meter w/ Endpoint and replacement of existing ¾"-1.0" Dual Check	Each	\$ <u>78.00</u>	\$ <u>39,000.00</u>
6.	500	Change out – Remove and replacement of Endpoint only and installation of new ¾"-1.0" Dual Check	Each	\$ <u>70.00</u>	\$ <u>35,000.00</u>
7.	500	Change out – Remove and replacement of Endpoint only and change out of existing ¾"-1.0" Dual Check	Each	\$ <u>70.00</u>	\$ <u>35,000.00</u>
8.	500	Change out – Remove and replacement of Potable Meter Endpoint only	Each	\$ <u>38.00</u>	\$ <u>19,000.00</u>

A. Item No.	B. Annual Estimated Quantity	C. Description	D. Unit	E. Labor Rate	E. Estimated Annual Price (B x E)
9.	500	Change out – Remove and replacement of Reclaim Meter Endpoint only	Each	\$ <u>49.00</u>	\$ <u>24,500.00</u>
10.	500	Retro fit – consist of installation of new ¾"-1.0" Dual Check Valve on existing meter	Each	\$ <u>90.00</u>	\$ <u>45,000.00</u>
11.	14000	Complete change out – Consist of ¾" <i>Potable</i> AMR/AMI Meter with Endpoint	Each	\$ <u>49.00</u>	\$ <u>686,000.00</u>
12.	3000	Complete change out – Consist of ¾" <i>Reclaim</i> AMR/AMI Meter with Endpoint	Each	\$ <u>49.00</u>	\$ <u>147,000.00</u>
13.	100	Complete change out – Consist of 1.0" <i>Potable</i> AMR/AMI Meter with Endpoint	Each	\$ <u>49.00</u>	\$ <u>4,900.00</u>
14.	100	Complete change out – Consist of 1.0" <i>Reclaim</i> AMR/AMI Meter with Endpoint	Each	\$ <u>49.00</u>	\$ <u>4,900.00</u>
15.	100	Complete change out – Consist of 1.5" <i>Potable</i> AMR/AMI Meter with Endpoint	Each	\$ <u>115.00</u>	\$ <u>11,500.00</u>
16.	100	Complete change out – Consist of 1.5" <i>Reclaim</i> AMR/AMI Meter with Endpoint	Each	\$ <u>115.00</u>	\$ <u>11,500.00</u>
17.	100	Complete change out – Consist of 2.0" <i>Potable</i> AMR/AMI Meter with Endpoint	Each	\$ <u>120.00</u>	\$ <u>12,000.00</u>
18.	100	Complete change out – Consist of 2.0" <i>Reclaim</i> AMR/AMI Meter with Endpoint	Each	\$ <u>120.00</u>	\$ <u>12,000.00</u>

A. Item No.	B. Annual Estimated Quantity	C. Description	D. Unit	E. Labor Rate	E. Estimated Annual Price (B x E)
19.	1500	Replace Meter Box	Each	\$ <u>30.00</u>	\$ <u>45,000.00</u>
20.	10000	Labor Only – Manual Meter Reading AMR/AMI	Each	\$ <u>1.00</u>	\$ <u>10,000.00</u>
21.	10000	Labor Only – Verification of Meter Serial Numbers and End Points AMR/AMI	Each	\$ <u>1.00</u>	\$ <u>10,000.00</u>
22.	1	Annual Contingency Allowance for Materials/Parts/3 rd Party Services not covered within these specifications. Authorization in writing, by the Pasco County Representative, is required, prior to start of the work.	Each	\$500,000.00	\$500,000.00
GRAND TOTAL					\$ <u>2,028,800.00</u>

Start Work 10 calendar days upon receipt of Notice to Proceed

For hard copies, it is not necessary to return every page of this document with the bid; return only the pages that require signatures or information as listed.

Pasco County reserves the right to award multiple and different bidders for each completed section with qualifications submitted with this bid form.

**BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM**

BCC APPROVED 2/7/23

COMMISSION DISTRICT: All

FILE NO.: UTOM23-0144

DATE: 2/7/2023

SUBJECT: Multiple Award of Bid No. IFB-SN-23-007 – National Metering Services, Inc. and Frank Gay Services, LLC – Dual Check Valve Change Out Program Services – \$9,224,359.00

REFERENCES: IFB-SN-23-007

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: Jason Mickel, Utilities Operations & Maintenance Director, Adolfo Gonzalez, Utilities Engineering and Contract Management Director, Sandra Anderson, Utilities Customer Service Director

RECOMMENDED BOARD ACTION:

Approve the award of Bid No. IFB-SN-23-007 to the following multiple responsive and responsible bidders: National Metering Services, Inc. (National) and Frank Gay Services, LLC (Frank Gay) for Dual Check Valve Change Out Program services to be used by the Utilities Operations and Maintenance Department for a Not to Exceed (NTE) amount of \$2,305,397.00 for FY 2023; the NTE amount of \$2,497,937.00 for FY 2024; the NTE amount of \$2,336,955.00 for FY 2025; and the NTE amount of \$2,084,070.00 for FY 2026; for a cumulative NTE amount of \$9,224,359.00 (total for both vendors) for the three-year contract term ending February 6, 2026, unless canceled in accordance with the solicitation documents. Authorize the Chairman to execute two originals each of the two agreements provided and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On October 13, 2022, at the request of the Utilities Operations and Maintenance (UTOM) Department, the Purchasing Department solicited bids to establish an annual award for a Dual Check Valve Change Out Program. The specifications were prepared by the UTOM Department. All provisions of the Purchasing Ordinance have been met.

On November 15, 2022, all bids were received, publicly opened and read. The results are shown on the attached bid tabulation. Eighteen vendors received automatic email notices; three of which were from Pasco County. Five vendors manually searched for and downloaded the solicitation; two of which were from Pasco County. Two response(s) were received; none of which were from Pasco County. A summary of the download history for this solicitation is attached.

The UTOM Department, with concurrence from the Purchasing Department, requests award on a multiple basis to two contractors, National and Frank Gay, in the cumulative NTE amount of \$9,224,359.00 for the three-year contract term. Projects will be assigned on an as needed basis by the County's Assistant Administrator or designee between the two contractors. At the County's discretion, work orders will be distributed and assigned based on such factors as, but not limited to: price, availability, Contractor or County time schedules, response time, turn-around-times and completions.

FISCAL IMPACT/COST/REVENUE STATEMENT:

UTOM23-0144

Page 1 of 2
Page 139

Funding in the amount of \$2,305,397.00 is budgeted and available for FY 2023 in the Utilities Water & Wastewater Capital Fund, Utilities Renewal & Replacement (Project # 20026) and the Water and Wastewater Unit Fund, Utilities Operations and Maintenance Department. Funding in the amount of \$2,497,937.00 will be budgeted for FY 2024; \$2,336,955.00 for FY 2025; and \$2,084,070.00 for FY 2026; contingent upon approval from the Board of County Commissioners of the various budgets.

DISTRIBUTION:

Board Records to distribute as set forth below:

1. National Metering Services, Inc. - Agreement:

- a. Retain One Original
- b. Electronically to: wcastle@nmsni.com and rverdiramo@nmsnj.com
- c. Mail One Original to:
William Castle
National Metering Services, Inc.
163 Schuyler Avenue, Box 491
Kearny, NJ 37032

2. Frank Gay Services, LLC - Agreement:

- a. Retain One Original
- b. Electronically to: Ken.krehn@frankgaycommercial.com
- c. Mail One Original to:
Paul Wright
Frank Gay Services, LLC
3736 Mercy Star Court
Orlando, FL 32808

ATTACHMENT(S):

- 1. UTOM23-0144 Agreement - National Metering Services, Inc. (Two Originals)
- 2. UTOM23-0144 Agreement - Frank Gay Services, LLC (Two Originals)
- 3. UTOM23-0144 Bid Tabulation
- 4. UTOM23-0144 Bid Form - National Metering Services, Inc.
- 5. UTOM23-0144 Bid Form - Frank Gay Services, LLC
- 6. UTOM23-0144 Solicitation Documents IFB-SN-23-007
- 7. UTOM23-0144 Download History
- 8. UTOM23-0144 Certificate of Insurance with Risk Management Approval-National Metering Services Inc.
- 9. UTOM23-0144 Certificate of Insurance with Risk Management Approval - Frank Gay Services, LLC
- 10. UTOM23-0144 Division of Corporations - Sunbiz - National Metering Services, Inc.
- 11. UTOM23-0144 Division of Corporations - Sunbiz - Frank Gay Services, LLC

cc: Carrie C. Roberts, Purchasing Director



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 12, 2023		
Agenda Item Name		
Piggyback Contract <i>Police Uniforms and Boots</i>		
Requested Action		
Requesting approval to piggyback the Broward County Sheriff's Office term contract number 23013AG with Galls, LLC. to provide police uniforms and boots.		
Staff Report		
The Procurement Services Department and the Police Department recommend approval of the above action. At the request of the Police Department, the Procurement Services Department sought a contract from the Broward County Sheriff's Office term contract number 23013AG with Galls, LLC to provide police uniforms and boots. The Broward County Sheriff's Office contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Policy. The award includes an initial three (3) term agreement with additional five (5) one (1) year renewals at the option of the City. Based on this, staff recommends that the City Council approve the piggyback of Broward County Sheriff's Office contract number 23013AG. This contract will provide police uniforms and boots. The estimated value is \$90,000.00 for the initial term of the contract. The contract start date is Decemeber 13, 2023. 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 department.		
Department Code: 10521-55203		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Galls LLC Executed Agreement 9.11.23..	Galls LLC Executed Agreement 9.11.23...pdf	
2. Line Item Tabulation 23013AG	Line Item Tabulation 23013AG.pdf	

Exhibit A

AGREEMENT
BY AND BETWEEN
BROWARD COUNTY SHERIFF'S OFFICE
AND
GALLS, LLC

THIS AGREEMENT is made and entered into this 16th day of August, 2023 by and between Gregory Tony, as Sheriff of Broward County, Florida located at 2601 West Broward Blvd., Fort Lauderdale, Florida 33312 (hereinafter referred to as "SHERIFF") and GALLS, LLC, a Foreign Limited Liability Company eligible to conduct business in the State of Florida, with a principal place of business at: 1340 Russell Cave Road, Lexington, Kentucky 40505 (hereinafter referred to as "CONTRACTOR").

WHEREAS, the SHERIFF issued a solicitation for RLI# 23013AG (hereinafter referred to as "[RLI]") marked as Exhibit A and attached hereto and incorporated herein by reference;

WHEREAS, the CONTRACTOR submitted a proposal to RLI marked as Exhibit B and attached hereto and incorporated herein by reference;

WHEREAS, the SHERIFF selected CONTRACTOR to perform the services under the RLI;

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

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

1.1 **Agreement** - means this document including the exhibits, schedules and attachments attached hereto and those documents that are set forth in this Agreement as being expressly incorporated herein by reference.

1.2 **SHERIFF** – means the Broward Sheriff's Office.

1.3 **BSO Contract Administrator** - The designee of SHERIFF whose primary responsibility is to coordinate and communicate with CONTRACTOR and to manage and supervise performance and completion of this Agreement in accordance with the terms and conditions set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator.

1.4 **CONTRACTOR** – means GALLS, LLC and its successors and assigns.

1.5 **Deliverable(s)** - means all products, goods, work and services to be provided and/or performed by CONTRACTOR pursuant to this Agreement.

1.6 **Merchandise** – means those goods represented on Exhibit A and Exhibit B along with any other goods that are ordered by SHERIFF from CONTRACTOR.

1.7 **Website** – means the unique partner “turnkey” ordering website that will be for the sole use of SHERIFF and its personnel in connection with this Agreement.

1.8 **Worksite** – means that location at the central supply building located at 2601 West Broward Blvd., Fort Lauderdale, Florida 33312 which is more fully described as Exhibit C hereto.

ARTICLE II **SCOPE OF SERVICES**

CONTRACTOR is hereby retained to provide to SHERIFF the services under the terms and conditions set forth in this in the following:

- (a) This document; and
- (b) The SHERIFF RLI# 23013AG On-line Web-Based Uniform Ordering System and On-Site Facility for Broward Sheriff's Office (RLI) which is attached hereto and marked as Exhibit A.
- (c) CONTRACTOR's proposal to SHERIFF, incorporated herein, as Exhibit B.

ARTICLE III **MANNER OF PERFORMANCE**

3.1 CONTRACTOR shall perform all services to the utmost professional standards.

3.2 CONTRACTOR agrees to perform, at all times faithfully, industriously, and to the best of its ability, experience, and talent, all of the duties that may be required of and from it pursuant to the express and implicit terms of this Agreement.

3.3 CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein, and to provide and perform such services to SHERIFF's satisfaction for the agreed compensation. The quality of CONTRACTOR's Deliverables provided to or on behalf of SHERIFF shall be comparable to the best local and national standards.

3.4 CONTRACTOR will provide a drug-free workplace program in accordance with the Drug Free Workplace certification attached as Exhibit F and incorporated herein.

3.5 Time is of the essence in CONTRACTOR'S performance of this

Agreement.

3.6 At the request of the BSO's Contract Administrator, CONTRACTOR will attend any meetings regarding the development of the website and/or preparation and staffing and operations of the work site. CONTRACTOR will ensure that the proper personnel are in attendance based upon the agenda for such meetings.

ARTICLE IV **CONFLICT OF INTEREST**

CONTRACTOR assures SHERIFF that to the best of its knowledge, the signing of this Agreement does not create any conflict of interest between itself, its associates, any principal of its firm or any member or employee of SHERIFF.

ARTICLE V **TERM**

5.1 This Agreement and CONTRACTOR'S performance shall commence on August 17, 2023 and remain in full force and effect for a period of three (3) years through August 16, 2026.

5.2 SHERIFF, at its sole discretion, may elect to renew this Agreement for additional one (1) year renewal options up to five (5) times with written notice to the CONTRACTOR.

ARTICLE VI **INVENTORY LEVELS**

CONTRACTOR acknowledges that SHERIFF is entering this Agreement upon the representations that CONTRACTOR will keep a fully stocked inventory of Merchandise exclusively available for SHERIFF's ordering needs, and that CONTRACTOR shall keep working inventory levels located at the Worksite. At no time will inventory levels fall below those levels mutually agreed upon by SHERIFF and CONTRACTOR, and a sample of each item must be available at the Worksite for fitting and sizing purposes. Notwithstanding the forgoing, at no times will inventory levels fall below a level that would negatively impair SHERIFF's ongoing business operations that require timely delivery of ordered uniforms for its workforce. SHERIFF shall have the right, but not the obligation, to inspect inventories at any location to confirm CONTRACTOR'S performance under this Article. Reasonable costs and expenses, including traveling expenses to and from inventory locations outside of Broward County Florida, for two SHERIFF representatives annually shall be burdened by CONTRACTOR.

CONTRACTOR agrees to inform SHERIFF promptly if it cannot fulfill an order within seven (7) calendar days of order placement.

ARTICLE VII **CONSIDERATION**

7.1 SHERIFF agrees to purchase the Merchandise as needed, and in quantities as determined by SHERIFF, at the prices reflected in Exhibit D hereto.

7.2 CONTRACTOR will provide an itemized invoice to SHERIFF for all charges and products sold on a monthly basis based on the rates reflected on Exhibit D hereto. If an item is ordered by SHERIFF and/or SHERIFF employees and is not reflected on Exhibit D then the agreed upon price shall be that which is the lowest price charged for that particular item by CONTRACTOR to any other governmental entity.

7.2.1 Invoices must be detailed with the following information on a weekly basis:

1. Employee name and CCN;
2. Number of items picked-up by employee;
3. Item description and quantity picked -up; and
4. Date item was picked-up.

7.2.2 Invoice billing for shipped items should be billed as soon as shipment is made and received by SHERIFF no later than five (5) business days after shipment.

7.2.3 Invoices for Bulk Orders generated by Central Supply, the invoice must include detailed itemization complete with description and quantities ordered.

7.2.4 CONTRACTOR shall submit an original invoice plus one (1) copy to the SHERIFF's Finance Department identifying the Deliverable(s) and Merchandise ordered and received by SHERIFF and any other information requested by the SHERIFF's Finance Department with payment due by SHERIFF within thirty (30) days of receipt of a properly submitted invoice. A properly submitted invoice is one where SHERIFF does not have any objections. SHERIFF shall have the right to provide written objections to an invoice within ten (10) calendar days of SHERIFF's receipt of such invoice. If no objection is made within such ten (10) calendar day period, payment shall be made within thirty (30) calendar days thereafter.

7.3 The prices quoted in Exhibit D hereto may not be increased for the initial term of the Agreement. Thereafter, CONTRACTOR may increase prices by providing SHERIFF with a replacement Exhibit D in its entirety with the any new price increases ninety (90) days prior to the end of any term. Failure to provide such a substituted Exhibit D within this time period shall result in the CONTRACTOR keeping the then current prices reflected on the current Exhibit D to this Agreement for the entire next year term. CONTRACTOR increases in charges for Merchandise are limited to any

increased costs from its suppliers, provided that charges shall not be increased beyond yearly CPI increases or five percent (5%) per year, whichever is lower.

7.3.1 Discount Off List Price or Catalogue: Pricing shall include freight costs, be F.O.B. destination and be in U.S. dollars. Discounts shall be based on published pricing from the manufacturer's catalogue or manufacturer's webpage. Discounts shall be fixed during the entire duration of the contract.

7.5 Notwithstanding the forgoing, during the term of this contract, prices for the Merchandise, goods and services required under this contract and offered to SHERIFF must be the equal to or lower than those offered the most favorable customer of CONTRACTOR for similar quantities under comparable terms and conditions. When requested by the SHERIFF's contracting officer or representative, the CONTRACTOR must show that the prices offered to SHERIFF match or are less than those offered the CONTRACTOR'S most favored customers for those quantities under those terms and conditions, and such pricing data must be available for review by SHERIFF throughout the term of the contract. Any price reductions offered to other CONTRACTOR's customers must be offered to the SHERIFF if similar item quantities are involved

7.6 There shall be no minimum or maximum order of Merchandise by SHERIFF contemplated under this Agreement by the parties. SHERIFF may order Merchandise from other third parties at its sole election if:

- (a) CONTRACTOR cannot deliver the Merchandise within seven (7) calendar days from the SHERIFF or SHERIFF employee order placement date, in which case SHERIFF and/or the SHERIFF employee has the right to cancel the order placed with CONTRACTOR with e-mail notice to CONTRACTOR prior to SHERIFF receiving the Merchandise;
- (b) CONTRACTOR does not supply speciality items required by SHERIFF;
- (c) Any item that is not a standard apparel cloth or fabric item worn as outer clothing by SHERIFF employees (ie. Utility belts, collar brass, any equipment item, gloves, etc.); or
- (d) Any items not reflected on Exhibit D or items that are not required standard issued uniforms by SHERIFF or goods that are for personal use by SHERIFF employees or not designated as "core" items.

Notwithstanding the foregoing, SHERIFF may, at its discretion at any time, order goods and items from any third-party vendor when it deems it to be in the best interests of SHERIFF.

ARTICLE VIII **EXPENSES & SHIPMENT OF GOODS**

8.1 Except as otherwise provided herein, CONTRACTOR shall be fully and solely responsible for any and all expenses incurred by CONTRACTOR in the performance of this Agreement, including, but not limited to, costs of supplies, travel expenses, telecommunication charges, fees, licenses, bonds, taxes and all other costs

of doing business. CONTRACTOR shall not, in any manner, incur indebtedness on behalf of SHERIFF. All costs for shipping the Merchandise to the Worksite and/or the Broward County Division Sub-Stations Locations (or returns of Merchandise back to CONTRACTOR) shall be burdened by CONTRACTOR. All costs for Merchandise returns brought by SHERIFF to the Worksite shall be burdened by CONTRACTOR, provided that such returns are only of items that have not been modified (i.e. no hemming, embroidery, patches, or other embellishments) or have been incorrectly modified by CONTRACTOR.

8.2 Risk of Loss of Merchandise being shipped to Worksite and/or SHERIFF by CONTRACTOR, shall be exclusively borne by CONTRACTOR until actually received at the Worksite and/or BSO Broward County Division Sub-Station.

8.3 All items reflected on Exhibit D that do not require embellishments (hemming, embroidery, patches) will be delivered according to the following delivery timelines:

- (a) Next day shipments will be made the same day if order is received by 2:00 p.m. EST;
- (b) Ground shipments will be made same day if order is received by 3:00 p.m. EST; and
- (c) Items requiring any additional embellishments will require 3-5 business days to process the embellishment(s) prior to shipment;

ARTICLE IX **CUSTOMER SUPPORT**

CONTRACTOR shall develop a standard operating manual to be approved by SHERIFF in writing at its discretion. CONTRACTOR shall provide training for SHERIFF personnel at the Employee's location or as otherwise requested by SHERIFF. The manual must include sections defining individual ordering procedures, account tracking procedures, inventory control procedures, daily management, inspection procedures, alteration procedures, other requirements requested by SHERIFF, etc. The manual is attached hereto and incorporated herein by reference as Exhibit H. An electronic version of the manual is also posted on SHERIFF's Informant.

ARTICLE X **ALTERATIONS AND MEASURING SERVICES**

10.1 CONTRACTOR shall provide a seamstress/tailor during SHERIFF's normal business hours. CONTRACTOR's Seamstress shall be available at the Worksite during all operational hours, and on-site Monday–Friday from 8:00a.m. to 5:00p.m. or such other times as requested in writing by SHERIFF. Should CONTRACTOR's normally assigned seamstress not be available to provide services to SHERIFF for more than 3 consecutive business days, then CONTRACTOR shall provide a seamstress to fill-in until the normally assigned seamstress returns.

10.2 Minor alterations and repairs to a uniform item of clothing must be completed within forty-eight (48) hours from the time, as reflected on a claim ticket, that a SHERIFF's employee leaves the uniform item at the designated facility for alteration or repair. Minor alterations and repairs shall mean in-seam and out seam repairs and alterations; repair of small rips and tears; button or zipper replacement; affixing stripes, patches and braids; and trim replacement or other such repairs. All other repairs must be available for pick-up at the designated area as determined by SHERIFF.

ARTICLE XI **INDEMNIFICATION**

11.1 CONTRACTOR shall indemnify, hold harmless and defend SHERIFF, his officers, employees, agents, servants, designees, attorneys, and legal representatives against any third-party claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorneys' fees, resulting, either directly or indirectly, from the acts, actions, omissions, negligence, or willful misconduct of CONTRACTOR or its staff related to this Agreement.

11.2 Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify SHERIFF's immunities and limitations on liability provided for in Florida Statutes Section 768.28 as now worded or as may hereafter be amended.

11.3 The above indemnification provisions shall survive the expiration or termination of the Agreement.

ARTICLE XII **INSURANCE**

12.1 Throughout the term of this Agreement and for all applicable statutes of limitations periods, CONTRACTOR shall maintain in full force and effect the insurance coverages set forth in this Article.

12.2 All insurance policies shall be issued by companies that (a) are authorized to do business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a Best's rating of A-VI or better.

12.3 All insurance policies shall name and endorse the following as additional insureds: The Broward County Sheriff's Office, Broward County, and the Board of Commissioners of Broward County and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies.

12.4 All insurance policies shall be on an occurrence/aggregate basis and shall

be endorsed to provide that (a) CONTRACTOR's insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and (b) CONTRACTOR's insurance applies separately to each insured against whom claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

12.5 CONTRACTOR shall carry the following minimum types of insurance and submit insurance information including aggregate limits:

- (a) WORKERS' COMPENSATION: CONTRACTOR shall carry Workers' Compensation insurance with the statutory limits, which shall include Employers' Liability insurance with a limit of not less than \$500,000 for each disease, and \$500,000 for aggregate disease. Polici(es) must be endorsed with waiver of subrogation against SHERIFF and Broward County.
- (b) COMMERCIAL GENERAL LIABILITY INSURANCE: CONTRACTOR shall carry Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) aggregate for bodily injury and property damage. The insurance policy must include coverage that is not more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and cross liability. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.
- (c) BUSINESS AUTOMOBILE LIABILITY INSURANCE: CONTRACTOR shall carry Business Automobile Liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit Bodily Injury Liability and Property Damage. The policy must be no more restrictive than the latest edition of the Business Automobile Liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include owned vehicles and hired and non-owned vehicles.
- (d) UMBRELLA OR EXCESS LIABILITY INSURANCE: CONTRACTOR may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above.
- (e) TECHNOLOGY ERRORS AND OMISSIONS INSURANCE: CONTRACTOR shall carry professional liability insurance coverage with limits of not less than Two Million Dollars (\$2,000,000.00) for each claim, and Five Million Dollars (\$5,000,000) in the Aggregate that provides coverage for: Liability for security or privacy breaches, malware attacks (including ransomware) loss or unauthorized access to the SHERIFF'S data; Costs associated with a privacy breach, including consumer notification, customer support and crisis

management, and costs of providing credit monitoring services; Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties; costs of restoring, updating or replacing data; privacy liability losses connected to network security, privacy, and media liability; "Insured versus insured" exclusion prohibited.

- (f) PERSONAL PROPERTY INSURANCE: Vendor shall maintain insurance on all of Vendor's personal property including all equipment, trade fixtures, inventory, fixtures, and personal property located on or on BSO's premises for perils covered by the causes of loss - special form (all risk) and in addition, coverage for flood, wind, earthquake, terrorism and boiler and machinery (if applicable). Such insurance shall be written on a replacement cost basis in an amount equal to one hundred percent (100%) of the full replacement value of the aggregate of the foregoing.

12.6 CONTRACTOR shall provide SHERIFF's Director of Risk Management and SHERIFF's Contract/Lease Manager with a copy of the Certificate of Insurance or endorsements evidencing the types of insurance and coverages required by this Article prior to beginning the performance of work under this Agreement, and, at any time thereafter, upon request by SHERIFF. Said policies shall specifically name SHERIFF, Broward County and the Broward County Board of County Commissioners as additional insureds and the certificates of insurance shall evidence the same on their face.

12.7 The certificate of insurance evidencing the types of insurance and coverages required by this Article will be provided to SHERIFF prior to CONTRACTOR being allowed access to the site and commencing services under this agreement.

12.8 CONTRACTOR's insurance policies shall be endorsed to provide SHERIFF with at least sixty (60) days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Broward Sheriff's Office
Contracts Manager
2601 W. Broward Blvd.
Ft. Lauderdale, FL 33312

AND

Broward Sheriff's Office
Director, Risk Management
2601 W. Broward Blvd.
Ft. Lauderdale, FL 33312

12.9 If CONTRACTOR's insurance policy is a claims made policy, then CONTRACTOR shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of the Agreement or any extensions or renewals of the Agreement. Applicable coverages may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement or tail coverage.

12.10 If any of CONTRACTOR's insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the occurrence limits specified above in this Article.

12.11 The provisions of this Article shall survive the expiration or termination of this Agreement.

12.12 If any of the insurance policies required under this Article above lapse during the term of this Agreement or any extension or renewal of the same, CONTRACTOR shall not receive payment from SHERIFF until such time that SHERIFF has received satisfactory evidence of reinstated coverage of the types and coverages specified in this Article that is effective as of the lapse date. SHERIFF, in its sole discretion, may terminate the Agreement immediately and no further payments shall be due to CONTRACTOR.

ARTICLE XIII **TERMINATION**

The Agreement may be terminated upon the following events:

13.1 Termination by Mutual Agreement. In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

13.2 Termination Without Cause. SHERIFF shall have the right to terminate this Agreement without cause by providing CONTRACTOR with thirty (30) calendar day's written notice via certified mail, return receipt requested or via hand delivery with proof of delivery. If SHERIFF elects to terminate this agreement pursuant to this provision, SHERIFF shall only pay that portion of any unpaid Merchandise that has been ordered by SHERIFF and/or its employees prior to the termination date or that has been modified (i.e. hemmed, embroidered, patched, or otherwise embellished specifically for SHERIFF) in service of this Agreement. No additional consideration or future consideration shall be due CONTRACTOR if such termination of the contract occurs under this provision by SHERIFF.

13.3. Termination for Cause. In the event of a material breach, either party may provide the other party with written notice of the material breach. The notice should provide the other with such sufficient detail so it can readily understand the claim for material breach. The other party shall have thirty (30) calendar days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this Agreement immediately. Material breaches shall include but are not limited to, violations of Governing Standards, local, state or federal laws, SHERIFF's policies and procedures concerning which CONTRACTOR was given prior written notice clearly labeled as important or the terms and conditions of this Agreement.

13.4 Termination for Lack of Funds. In the event the funds to finance this Agreement become unavailable or are not allocated by Broward County, Board of County Commissioners, SHERIFF may provide CONTRACTOR with thirty (30) calendar days written notice of termination. Nothing in this Agreement shall be deemed or

construed to prevent the parties from negotiating a new Agreement in this event. If termination occurs under this provision by SHERIFF, SHERIFF shall only pay that portion of any unpaid Merchandise that has been ordered by SHERIFF and/or its employees prior to the termination date or that has been modified (i.e. hemmed, embroidered, patched, or otherwise embellished specifically for SHERIFF) in service of this Agreement. No additional consideration or future consideration shall be due CONTRACTOR if such termination of the contract occurs under this provision.

13.5 Immediate Termination by SHERIFF. SHERIFF, in SHERIFF's sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

1. CONTRACTOR's violation of the Public Records Act;
2. The insolvency, bankruptcy or receivership of CONTRACTOR;
3. CONTRACTOR's violation or non-compliance with Nondiscrimination Article of this Agreement;
4. CONTRACTOR fails to maintain insurance in accordance with the Insurance Article of this Agreement; or
5. CONTRACTOR's non-compliance with the E-verification provisions provided herein.

If termination occurs under this provision by SHERIFF, then SHERIFF shall not be responsible for paying any consideration or future consideration under this Agreement to the CONTRACTOR. If termination occurs, SHERIFF may elect to purchase any, all or a portion of the Merchandise in stock at the Worksite at the agreed upon rates in Exhibit D.

13.6 Ownership of Data: All data on orders, shipments and payments shall be the property of SHERIFF and transferred to SHERIFF upon termination of this agreement, or upon request by SHERIFF, for any reason, in a format usable by SHERIFF and that CONTRACTOR can reasonably provide. Notwithstanding the foregoing, CONTRACTOR may keep an electronic copy of such data that is created pursuant to CONTRACTOR'S standard electronic backup and archival procedures or to comply with CONTRACTOR'S document retention policies or applicable laws, rules, or regulations. This provision shall survive the termination of this agreement.

ARTICLE XIV **SUBCONTRACTORS**

14.1 CONTRACTOR may not subcontract the performance of its obligations set forth herein without the prior written approval of SHERIFF.

14.2 Prior to entering into any subcontract, CONTRACTOR will provide written notice to SHERIFF identifying the name of the proposed subcontractor, the portion of the work which the subcontractor is to do, the place of business of such subcontractor, and such other information as may be required by SHERIFF.

14.3 CONTRACTOR shall be fully responsible for all acts and omissions of its subcontractors and of persons directly or indirectly employed by its subcontractors to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this Agreement shall create any contractual relationship between any subcontractor and SHERIFF or any obligation on the part of SHERIFF to pay or to see the payment of any monies due any subcontractor.

14.4 The provisions of this Agreement will apply to any subcontractors and their officers, agents and employees performing services pursuant to this Agreement as if it and they were employees of CONTRACTOR; and CONTRACTOR will not be in any manner thereby discharged from its obligations and liabilities hereunder but will be liable hereunder for all acts and omissions of any subcontractor, its officers, agents, and employees, as if they were employees of CONTRACTOR.

14.5 CONTRACTOR will obligate its subcontractors to the same terms and conditions as set forth herein.

14.6 SHERIFF shall have the right to withdraw its consent of any subcontract if it appears to SHERIFF that the subcontract will delay, prevent, or otherwise impair the performance of CONTRACTOR's obligations under this Agreement. All subcontractors are required to abide by the non-disclosure provisions set forth herein. CONTRACTOR shall furnish to SHERIFF copies of all subcontracts. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of SHERIFF to any subcontractor hereunder.

ARTICLE XV **CIVIL RIGHTS REQUIREMENTS**

15.1 CONTRACTOR shall comply with all applicable sections of the Americans with Disabilities Act.

15.2 CONTRACTOR shall not discriminate on the basis of race, age, religion, color, gender, national origin, sexual preference, marital status, physical or mental disability or political affiliation.

15.3 CONTRACTOR agrees that compliance with this Article constitutes a condition to this Agreement, and that it is binding upon the CONTRACTOR, its successors, transferees, and assignees. CONTRACTOR will ensure that all subcontractors are not in violation of the terms of this Article.

ARTICLE XVI **CRIMINAL HISTORY**

16.1 CONTRACTOR represents that its principal owners, partners, and corporate officers do not have any past felony criminal convictions or any pending criminal

charges. CONTRACTOR has disclosed all such convictions or pending criminal charges to SHERIFF and further agrees to disclose any future convictions or pending criminal charges.

16.2 SHERIFF reserves the right to approve or reject, for any reason, CONTRACTOR's Worksite staff assigned to this project at any time. CONTRACTOR's Worksite staff shall be subject to a criminal background check, as permitted by applicable law, prior to providing services pursuant to this Agreement.

ARTICLE XVII **RECORDS**

17.1 Pursuant to Florida law (including but specifically but not limited to Section 119.0701, Florida Statutes), CONTRACTOR must comply with all applicable public records laws. Specifically, CONTRACTOR shall:

- (a) Keep and maintain public records required by SHERIFF to perform the services contracted for in this Agreement.
- (b) Upon request from SHERIFF, SHERIFF's designee or SHERIFF'S custodian of public records, provide SHERIFF or designee with a copy of the requested records or allow the records to be inspected or copied, at SHERIFF or designee's sole option, within a reasonable time at no cost to SHERIFF.
- (c) 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 SHERIFF.
- (d) Upon completion of the contract, transfer, at no cost, to SHERIFF all public records in possession of CONTRACTOR or keep and maintain public records required by SHERIFF to perform the services contracted for in this Agreement, at SHERIFF's sole option. If the CONTRACTOR transfers all public records to SHERIFF upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records.
- (e) All public records stored electronically by the CONTRACTOR pertaining to the services contracted for in this Agreement must be provided to SHERIFF, upon request from the SHERIFF, or SHERIFF's designee or SHERIFF'S custodian of records, designee, in a format that is compatible with the information technology systems of SHERIFF.

In the event CONTRACTOR receives a public records request related to this Agreement and the services provided hereunder, CONTRACTOR shall provide SHERIFF with written notice of the request accompanied by a copy of such request at least five (5) calendar days prior to the distribution of any of the requested records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: ERIN FOLEY, RECORDS MANAGEMENT LIAISON OFFICER, ADMINISTRATIVE SUPPORT BUREAU, BROWARD SHERIFF'S OFFICE, 2601 WEST BROWARD BLVD., FORT LAUDERDALE, FLORIDA 33312 (954) 831-8745 Erin_Foley@sheriff.org OR THE OFFICE OF GENERAL COUNSEL, BROWARD SHERIFF'S OFFICE AT (954) 831-8920.

17.2 SHERIFF shall have the right to audit the books, records, and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. All books, records, and accounts of SHERIFF shall be kept in written form, or in a form capable of conversion into written form within a reasonable time and, upon request to do so, CONTRACTOR shall make same available at no cost to SHERIFF in written form.

17.3 CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by SHERIFF, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by SHERIFF to be applicable to CONTRACTOR's records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for SHERIFF'S disallowance and recovery of any payment upon such entry.

ARTICLE XVIII **NON-DISCLOSURE**

18.1 Except upon prior written approval of SHERIFF or except as required by law, including the Florida Public Records Act, if applicable, CONTRACTOR and its subcontractors shall not furnish or disclose to any person or organization, (a) any reports, studies, data, or other information provided by, or obtained from SHERIFF in connection with the services performed under this Agreement, (b) any reports, studies, recommendations, data or other information relating to, or made or developed by CONTRACTOR or its subcontractors in the course of the performance of such Services hereunder, or (c) the results of any such services performed, (d) any home addresses,

images or phone numbers of any SHERIFF staff, employees, agents and/or contractors that CONTRACTOR receives during the performance of this Agreement.

18.2 If either party is confronted with legal action or believes applicable law requires it to disclose any portion of the other party's information protected hereunder, that party shall promptly notify and assist the other (at the other party's expense) in obtaining a protective order or other similar order, and shall thereafter disclose only the minimum of the other party's Confidential Information that is required to be disclosed in order to comply with the legal action, whether or not a protective order or other order has been obtained.

18.3 The parties acknowledge that a breach of the provisions of this Article XVIII will result in immediate irreparable harm to the aggrieved party, and the aggrieved party shall be entitled to immediate temporary, preliminary, and permanent injunctive or other equitable relief.

18.4 Information shall not be considered to be Confidential Information if it: (i) was independently developed by a party; (ii) becomes known to either party, without restriction, from a third party; or (iii) is required by law to be disclosed, subject to compliance with the procedure set forth below.

18.5 The provisions of this Article shall remain in full force and effect and enforceable even after the expiration of this Agreement.

ARTICLE XIX **INDEPENDENT CONTRACTOR**

19.1 Any of CONTRACTOR's employees, subcontractors and any other person(s) performing services pursuant to this Agreement (hereinafter referred to collectively as "Staff") shall be deemed as employed by CONTRACTOR, not SHERIFF.

19.2 Accordingly, SHERIFF shall not be responsible for or assume any liability for any salaries, wages, or other compensation, contributions to pension funds, insurance premiums, workers compensation funds, vacation, compensatory time, sick leave benefits or any other amenities of employment to any of CONTRACTOR's Staff.

19.3 CONTRACTOR shall have and maintain sole responsibility and control over the rendition of services, training, standards of performance, discipline of personnel, and other matters incident to the performance of its services, duties, and responsibilities described and contemplated herein.

19.4 SHERIFF shall not be liable for, and CONTRACTOR agrees to indemnify SHERIFF against any liability resulting from injury or illness, of any kind whatsoever, to CONTRACTOR's Staff during the performance of the services, duties, and responsibilities contemplated herein.

19.5 CONTRACTOR has the right to provide services to others or hold itself out to the public as available to engage in agreements with others.

19.6 CONTRACTOR and its Staff shall at all times be an independent contractor under this Agreement, rather than an employee, agent, or representative of SHERIFF, and no act, action, or omission to act by CONTRACTOR or its Staff shall in any way obligate or bind SHERIFF.

19.7 Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing SHERIFF to exercise control or direction over the manner or method by which CONTRACTOR or its subcontractor perform hereunder. SHERIFF shall neither have nor exercise any control or direction over the methods by which the CONTRACTOR shall perform its work and functions other than as provided in this Agreement. No party shall have the authority to bind the other or otherwise incur liability on behalf of the other, unless otherwise agreed to in writing between CONTRACTOR and SHERIFF.

19.8 CONTRACTOR will be responsible for having its Staff complete and submit data forms required to obtain clearance prior to entering any of SHERIFF's facilities. Such forms shall be provided by SHERIFF.

19.9 CONTRACTOR agrees to abide by all of the security policies, procedures, rules, and regulations promulgated by SHERIFF.

ARTICLE XX **CONTRACTOR'S STAFF**

20.1 SHERIFF reserves the right to approve or reject, for any reason, CONTRACTOR's Staff providing services and e-services pursuant to this Agreement at any time.

20.2 CONTRACTOR will maintain the continuity of the Staff assigned to provide services pursuant to this Agreement throughout the term of this Agreement. All CONTRACTOR Staff members who shall have access to the Worksite or deliver items to/from Worksite shall be subject to a SHERIFF prescreening background check. Said individuals will provide information and documents as requested by SHERIFF to submit to such background checks. Failure to pass said background checks to the sole satisfaction of SHERIFF, shall disqualify any CONTRACTOR Staff member from providing services under this Agreement or accessing the Worksite. SHERIFF is under no obligation to share or identify to CONTRACTOR or the subject individual any reason for the failure of a background check unless required by applicable law.

20.3 In accordance with, §448.095, Florida Statutes, CONTRACTOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired

during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If CONTRACTOR enters into a contract with a subcontractor performing work or providing services on its behalf, CONTRACTOR shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

CONTRACTOR shall, upon request, provide evidence of compliance with this provision to SHERIFF. Failure to comply with this provision is a material breach of an Agreement, and SHERIFF may choose to terminate the Agreement at its sole discretion.

20.3 CONTRACTOR agrees that the services provided under this Agreement shall be provided by Staff that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties as required by applicable law, rules and regulations. CONTRACTOR agrees to furnish SHERIFF with any and all documentation, certifications, authorizations, licenses, permits, or registrations currently required by applicable laws, rules or regulations. CONTRACTOR further certifies that it and its Staff will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws, rules or regulations in full force and effect during the term of this Agreement. Failure of CONTRACTOR to comply with this paragraph shall constitute a material breach of this Agreement.

20.4 At the request and discretion of SHERIFF, CONTRACTOR shall promptly remove Staff providing services pursuant to this Agreement.

20.5 CONTRACTOR agrees to defend, hold harmless and indemnify SHERIFF and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against SHERIFF, occurring on account of, arising from or in connection with the removal and replacement of any Staff performing services hereunder at the request of SHERIFF. Removal and replacement of any Staff shall not require the termination and or demotion of such Staff.

20.6 CONTRACTOR agrees that CONTRACTOR will at all times employ, maintain and assign to the performance of the work required hereunder a sufficient number of competent and qualified professionals and other personnel to service the needs of SHERIFF at the Worksite. The minimum number of CONTRACTOR personnel shall be one (1) seamstress and one (1) on-site account liaison. Both shall each work a minimum of forty (40) hours a week, to accommodate SHERIFF's needs at the Worksite, excluding SHERIFF designated holidays. CONTRACTOR Staff shall be neatly groomed, with all tattoos covered, and wear a uniform that clearly designates themselves as CONTRACTOR'S employees and may not wear or adorn any apparel or markings or items related to SHERIFF or law enforcement, fire or rescue public safety.

20.7 CONTRACTOR shall at all times cooperate with SHERIFF and coordinate its respective work efforts to most effectively and efficiently progress the performance of the work.

20.8 The Worksite is within a secured location and CONTRACTOR and its employees and representatives shall follow all security procedures, rules and regulations as to ingress/egress to and from the Worksite and its surrounding areas. Access to the Worksite will be strictly limited to CONTRACTOR'S Staff that successfully pass the background checks by SHERIFF.

ARTICLE XXI **PAYMENT OF TAXES**

CONTRACTOR shall bear all responsibility for the payment of any federal, state or local taxes and fees, if applicable, related to the business of CONTRACTOR and any payments to CONTRACTOR's Staff. It is understood by both parties that SHERIFF will not, in any manner, be responsible for the aforementioned taxes or fees. It is further understood and agreed that SHERIFF will not withhold any payroll taxes (i.e., federal withholdings, FICA) from the payments to CONTRACTOR or its Staff.

ARTICLE XX **PUBLIC ENTITY CRIMES ACT, SCRUTINIZED VENDOR CERTIFICATION & EVERIFY OBLIGATIONS**

20.1 In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes), a person or affiliate, who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime, may not submit a bid on a contract with the SHERIFF, may not be awarded or perform work as a CONTRACTOR, supplier, or subcontractors, under a contract with the SHERIFF, and may not conduct business with the SHERIFF for a period of thirty six (36) months from the date of being placed on the convicted vendor list. CONTRACTOR'S execution of this AGREEMENT acknowledges CONTRACTOR'S representation that it has not been placed on the convicted vendor list. Violation of this Article by CONTRACTOR shall result in termination of this AGREEMENT and may cause CONTRACTOR debarment.

20.2 By signing this AGREEMENT, and the attached certification marked as Exhibit F, CONTRACTOR certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of One Million (\$1,000,000.00) Dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per §287.135, Florida Statutes. If SHERIFF determines, using credible information available to the public, that CONTRACTOR has submitted a false certification,

SHERIFF shall provide CONTRACTOR with written notice of its determination. CONTRACTOR shall have ninety (90) days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If CONTRACTOR does not make such demonstration within ninety (90) days after receipt of the notice, SHERIFF shall bring a civil action against the CONTRACTOR. If a civil action is brought and the court determines that the CONTRACTOR has submitted a false certification, CONTRACTOR shall pay a civil penalty equal to the greater of Two Million (\$2,000,000.00) Dollars or twice the amount of the contract for which the false certification was submitted, and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification; and, CONTRACTOR will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date SHERIFF determined that CONTRACTOR submitted a false certification, pursuant §287.135(5)(a) Florida Statutes.

20.3 In accordance with, §448.095, Florida Statutes, CONTRACTOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If CONTRACTOR enters into a contract with a subcontractor performing work or providing services on its behalf, CONTRACTOR shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>. Every Contractor shall, upon request, provide evidence of compliance with this provision to the SHERIFF. Failure to comply with this provision is a material breach of an Agreement, and the SHERIFF may choose to terminate the Agreement at its sole discretion. CONTRACTOR may be liable for all costs associated with SHERIFF securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

ARTICLE XXII **ASSIGNMENT**

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by CONTRACTOR, under any circumstances, without the prior written consent of SHERIFF.

ARTICLE XXIII **WORKSITE PREMISES**

SHERIFF and CONTRACTOR will mutually agree to suitable workspaces within the structure known as the "Central Supply" building located at 2601 West Broward Blvd. Fort Lauderdale, FL 33312 which is identified on Exhibit C hereto and will be "as-is,"

provided that such workspaces are clean and safe environments in which to work. Some of these workspaces may be shared use with SHERIFF and CONTRACTOR. The agreed upon internal locations to be occupied or used by CONTRACTOR shall be considered the "Worksite". CONTRACTOR shall not conduct its business in a way to damage the Worksite or overload its electrical capacity or create a fire/safety hazard. CONTRACTOR will place its inventory inside the building's structure as designated by SHERIFF and this will be a shared space. CONTRACTOR burdens the risk of any type of flood, leakage, fire, or other hazard that could befall the Worksite and/or designated inventory locations and damage the CONTRACTOR'S Merchandise, goods, fixtures and equipment. CONTRACTOR will add the Worksite and inventory designated area to its insurance coverage to ensure against any form of premises liability, fire and/or flood coverage. CONTRACTOR agrees that it will allow SHERIFF and any BROWARD COUNTY representative and/or employee and/or agent access to the Worksite and designated inventory area, with a twenty-four (24) hours' advance notice if possible, for purposes of inspection and/or inventory of the Merchandise and/or goods or for any structural repairs burdened by SHERIFF or Broward County. Upon termination of this Agreement for any reason, CONTRACTOR shall return the Worksite and designated inventory locations back to SHERIFF broom swept clean immediately. Worksite and inventory designated area shall be exclusively limited to servicing orders for SHERIFF and/or SHERIFF employees and CONTRACTOR shall not be entitled to any type of signage. The Worksite and inventory designated area shall solely be used in furtherance of CONTRACTOR's performance pursuant to this Agreement, and shall not be used as a public store nor distributing warehouse for online orders not made by SHERIFF or SHERIFF's personnel or employees.

ARTICLE XXIV **NOTICE**

Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, or certified mail with proper postage, to the party at the addresses designated in the Agreement. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph.

Notices shall be addressed as follows:

<i>To SHERIFF:</i>	<i>With copy to:</i>
Colonel Oscar Llerena Department of Administration Broward Sheriff's Office 2601 West Broward Boulevard Fort Lauderdale, FL 33312	General Counsel Terrence Lynch Office of the General Counsel Broward Sheriff's Office 2601 West Broward Boulevard Fort Lauderdale, FL 33312
<i>To CONTRACTOR:</i>	<i>With copy to:</i>
Michael Fadden, CEO Galls, LLC	Galls Legal Department legal-dept@galls.com

1340 Russell Cave Rd Lexington, KY 40505	1340 Russell Cave Road Lexington, KY 40505
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ARTICLE XXV
THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor SHERIFF intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

ARTICLE XXVI
FORCE MAJEURE

Neither party shall be liable to the other for any failure or delay in performance hereunder due to circumstances beyond its reasonable control including, without limitation, Acts of God and governmental and judicial action not the fault of the party causing such failure or delay in performance.

ARTICLE XXVII
AGREEMENT TERMS TO BE EXCLUSIVE

This written Agreement, including any Exhibits, Attachments and Schedules referred to herein, contains the sole and entire agreement between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations inducing its execution and delivery except such representations as are specifically set forth in this writing, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representations in connection with its dealings with the other. No "click on" or "click through" online agreements or terms/conditions found on the Website or any other communication by and between the parties shall alter, modify, supplement, or replace these terms and conditions contained within this Agreement.

ARTICLE XXVIII
WAIVER OR MODIFICATION OF AGREEMENT

No waiver or modification of this Agreement or of any covenant, condition or limitation contained herein shall be valid unless it is reduced to written form and duly executed by the parties. No evidence of any waiver or modification of the terms herein shall be offered or received in evidence in any proceeding, arbitration, or litigation between the

parties arising, in any manner, out of this Agreement, unless such waiver or modification is in writing and duly executed by the parties.

ARTICLE XXIX
AGREEMENT GOVERNED BY LAW OF STATE OF FLORIDA

It is the parties' expressed intent that this Agreement and its performance, as well as, all suits and special proceedings relating to it, be construed in accordance with and pursuant to the laws of the State of Florida. The laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any legal action or special proceeding may be instituted, commenced or initiated. The venue in any proceeding or action among the parties arising out of this Agreement shall be in Broward County, Florida. **BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND SHERIFF HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES PERFORMED UNDER THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES PERFORMED UNDER THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS ARTICLE, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEY'S FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

ARTICLE XXX
MALICIOUS SOFTWARE & CYBER SECURITY

CONTRACTOR also represents and warrants that, CONTRACTOR'S telecommunications systems, cloud hosting environment, software, codes, scripts, formulas, calculations, work-flows, data and processes are delivered or provided to SHERIFF, are free from malicious software, including but not limited to computer viruses, malware, ransomware, spyware, etc. No portion of such telecommunications or the media upon which data is stored or transferred has any type of undocumented software routines or other elements which is intentionally designed to permit, allow or cause any of the following:

- (a) Unauthorized access to or intrusion upon;
- (b) Disabling of;
- (c) Erasure of; or
- (d) Interference with

any hardware, software, data or peripheral equipment whether directly or by transference. In the event of a breach of this representation and warranty,

CONTRACTOR shall pay for, and/or remedy or correct any damages, harm or malfunctions caused by a breach of the above at no cost to SHERIFF. Prior to performing any CONTRACTOR'S services, deliverables, software, formulas, calculations, work-flows, codes, scripts and data and processes, CONTRACTOR shall use commercially available industry acceptable anti-virus software to detect viruses in said deliverables/items or upon any media on which such deliverables/items is provided to SHERIFF.

ARTICLE XXXI **WEBSITE DEVELOPMENT AND OPERATION**

CONTRACTOR, at CONTRACTOR'S sole cost and expense, shall develop and host an interactive Website exclusively for the benefit of SHERIFF and its employees during the entire duration of this Agreement. Said Website shall be built, programmed and operated to suit SHERIFF and its employee's specific needs for ordering any of the Merchandise and goods. The Website shall have the following minimum additional functions:

- (a) Ability of individual SHERIFF employees and representatives to personally order Merchandise to be shipped to either to the Worksite or one of BSO Broward County Division Sub-Stations;
- (b) User-friendly drop-down menus for ordering, with displays of Merchandise and size and color options, and a check out cart for processing the final order. Said drop down menus may be modified by SHERIFF directly as needed to satisfy SHERIFF's requirements;
- (c) Display of SHERIFF logos and patches and color schemes to personalize the Website to SHERIFF;
- (d) An agreed upon report and notice function available to SHERIFF supervisors of all orders and status of orders. The report function shall be available to SHERIFF supervisors twenty-four (24) hours a day and accurately reflect all orders placed with CONTRACTOR through the Website. The reports must be generated in excel and .csv formats and available for download by SHERIFF supervisors. The reports must include fields that clearly identify each order, each piece of Merchandise ordered, the delivery destination, any returns or changes to orders, the time the order was placed, the identity of the person placing the order, the workflow signoffs on each order and other pertinent information needed by SHERIFF to track and manage Merchandise orders, and tracking shipment information;
- (e) An agreed upon workflow approval process to be initiated with the order placement and include the employee's supervisor and relevant SHERIFF administrative personnel approvals. No orders shall be processed by CONTRACTOR until the approval workflow process is finalized. Upon finalization, that date and time will be considered the placement order date/time for ordering and shipment purposes;
- (f) A redundant back-up server system shall be used by CONTRACTOR to recover all data and maintain ongoing functions if needed;

- (g) The Website shall be hosted by CONTRACTOR in a secure facility and operable 24 hours a day, seven (7) days a week, with minimal downtime for website maintenance, which shall occur during off hour usage;
- (h) The Website, and all of its ordering, workflow and report functions, shall be accessible by handheld devices, both Apple and Android, and compatible with the latest handheld technology;
- (i) Status e-mail alerts to both the ordering employee and his/her supervisors as to the workflow approval process and the ordering date and the shipment date. If any item is not in stock or cannot be provided, an immediate e-mail notification to SHERIFF and/or the SHERIFF employee will be generated and sent to both;
- (j) All transactions shall be encrypted with sufficient industry security settings and controls. If any security breaches occur or unauthorized ordering of Merchandise occurs via the Website, an e-mail alert shall be sent to the affected parties and the BSO Contract Administrator.
- (k) The Website shall be password protected; a dedicated URL that is not released to the general public and not searchable via search engine key word searches. All communications and identities of Website users shall remain confidential and only disclosed to the particular person placing the order, their workflow approval supervisors, the BSO Contract Administrator and other SHERIFF supervisory staff and command personnel;
- (l) The website shall have the ability to have multiple users with approval levels by departments and/or users;
- (m) A "1-800" customer service phone line, as well as email address, displayed prominently on the Homepage;
- (n) A system to detect and delete orders that are submitted by mistake caused by a "double submission" by SHERIFF employees or representatives within the same twenty-four (24) hour period;
- (o) The ability to provide real-time stock, price, and lead time, and provide SHERIFF with the ability to review order status in real time;
- (p) Website must be accessible by all common Website browsers including the latest versions of Microsoft Edge, Chrome and FireFox;
- (q) Hosted resulting in SHERIFF's data being stored off-site. Comply with the following CALEA Standard if CONTRACTOR uses a service provider for electronic data storage, a written agreement is established addressing:
 - data ownership;
 - data sharing, access and security;
 - loss of data, irregularities and recovery;
 - data retention and redundancy;
 - required reports, if any; and
 - special logistical requirements and financial arrangements;
- (r) Website functions must be compatible with PeopleSoft for employee, department inventory, location information etc...

SHERIFF grants CONTRACTOR a limited, revocable license to use SHERIFF logos,

patches, badges and images, on the Website and to affix to the clothing and merchandise that is being provided to SHERIFF under this Agreement subject to SHERIFF approval of the use of these items on the subject website, and such license shall terminate forthwith when this Agreement is terminated.

Further technical requirements relative to the parties' duties concerning workflows, data interfaces, computer operating, and hosting systems and structures shall be more fully identified in the attached Exhibit E.

ARTICLE XXXII **MERCHANDISE WARRANTIES**

CONTRACTOR represents and warrants that all Merchandise and goods sold to SHERIFF and/or SHERIFF employees and delivered hereunder in accordance with this Agreement are:

- (a) manufactured and sold in compliance with all governmental laws, rules and regulations applicable to CONTRACTOR; and
- (b) manufactured in full compliance with all applicable import regulations established by the US Customs Service and the Federal Trade Commission; and
- (c) warranted for the manufacture's warranty period, to be free from material defects and fit for their intended use and fit for their particular purpose. All manufacturer's warranty shall inure to the benefit of SHERIFF and/or SHERIFF employees and CONTRACTOR shall assist with any efforts to replace or repair said items under the manufacture's warranties by accepting the returned merchandise, replacing the same to SHERIFF and/or SHERIFF employees and CONTRACTOR then dealing with the manufacturer to seek warranty performance relative to the good;
- (d) CONTRACTOR shall provide a 100% warranty on all seamstress and alterations services for a period of thirty (30) days; and
- (e) All implied warranties recognized under the Florida Uniform Commercial Code apply.

ARTICLE XXXIII **PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Without written consent of SHERIFF, CONTRACTOR shall not:

- (a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to SHERIFF, or the work being performed hereunder, unless CONTRACTOR first obtains the written approval of SHERIFF; and
- (b) CONTRACTOR and its employees, agents, representatives, subcontractors and suppliers will not represent, directly or indirectly, that any of CONTRACTOR's products, goods or services have been approved or endorsed by SHERIFF.

ARTICLE XXXV
MISCELLANEOUS

35.1 CONTRACTOR shall comply with all statutes, laws, rules, codes, ordinances, and regulations of any and all federal, state and local political bodies having jurisdiction over the services provided herein.

35.2 In the event either party brings an action against the other to enforce any conditions or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorneys' fees in the judgment rendered in such action.

35.3 The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not solely as a matter of judicial construction be construed more severely against one of the parties than the other.

35.4 In entering this Agreement, the parties represent that they have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of their own legal representative, who is an attorney of their own choice, or have voluntarily chosen not to seek the advice of an attorney, and that the terms of this Agreement have been completely read and that those terms are fully understood and voluntarily accepted by them.

35.5 The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein", "hereof", "hereunder", and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or Article where they appear, unless the context otherwise requires. Whenever reference is made to an Article of this Agreement, such reference is to the Article as a whole, including all of the subsections of such Article, unless the reference is made to a particular subsection or subparagraph of such Article.

35.6 Should a dispute arise between the parties under or relating to this Agreement, each party agrees that prior to initiating any formal proceeding against the other (except for the seeking of injunctive relief), the parties will each designate a representative for purposes of resolving the dispute. If the parties' representatives are unable to resolve the dispute within ten (10) calendar days, either party may, upon written notice to the other party, require that the dispute be submitted to more senior representatives of each party ("Senior Representatives"). The Senior Representatives of each party shall meet as soon as possible to negotiate in good faith to resolve the dispute.

35.7 All provisions of this Agreement relating to confidentiality, non-disclosure, indemnity and insurance shall survive the expiration or termination of this Agreement.

35.8 CONTRACTOR shall obtain all necessary permits and licenses required to provide the services contemplated herein.

35.9 If any term or provision of this Agreement is found to be illegal and unenforceable, such terms shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect.

35.10 The parties agree for purposes of this Agreement and any amendments thereto, this Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (".pdf") form are acceptable and shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or digital signing process shall be deemed to be their original signatures for all purposes.

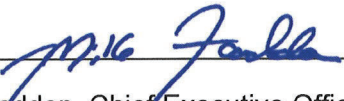
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[SIGNATURE PAGE TO FOLLOW.]

AGREEMENT BY AND BETWEEN BROWARD COUNTY SHERIFF'S OFFICE AND GALLS, LLC. 1340

IN WITNESS, the parties hereby execute this Agreement on the date(s) set forth below:

GALLS, LLC

By: 
Mike Fadden, Chief Executive Officer
Name/Title (Print)

Date: 8/15/2023

EIN# 20-3545989

GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA

By: 
Colonel Oscar Llerena, Executive Director
Department of Administration

Date: 8/16/2023 | 19:26 PM EDT

Approved as to form and legal sufficiency subject to execution by the parties:

By: 
Terrence Lynch, General Counsel/Executive Director
Office of the General Counsel
Broward County Sheriff's Office

EXHIBIT A
RLI # 23013AG
ON-LINE WEB-BASED UNIFORM ORDERING SYSTEM AND ON-SITE
FACILITY

EXHIBIT B
CONTRACTOR'S PROPOSAL

EXHIBIT C
WORKSITE

CENTRAL SUPPLY BUILDING

EXHIBIT D
MERCHANDISE SIZE & PRICE LIST

9

EXHIBIT E
WEBSITE SPECIFICATIONS

EXHIBIT F
DRUG FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The vendor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
- (5) Notifying Broward Sheriff's Office in writing within ten (10) calendar days after receiving notice under subdivision (4)(ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within thirty (30) calendar days after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; and/or
 - (ii) Requiring such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such

purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

and

- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).


(Vendor Signature)

Galls, LLC
(Company Name)

Mike Fadden, Chief Executive Officer
(Print Name)

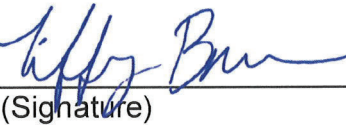
1340 Russell Cave Road, Lexington, KY 40505
(Address)

State of Kentucky

County of Fayette

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 15th by Mike Fadden, **known to me to be the person** described herein, or who produced _____ as identification, and who did/did not take an oath.

NOTARY PUBLIC:


(Signature)

Tiffany Brewer
(Print Name)

My commission expires: 2/12/2027

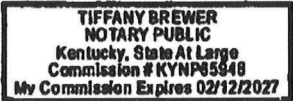


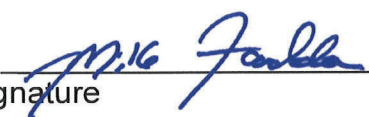
EXHIBIT G
SCRUTINIZED COMPANY CERTIFICATE

I, Mike Fadden, as President of **GALLS, LLC**, am over 18 years of age, have personal knowledge of the facts stated below and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the forgoing person or business entity to a contract.

I hereby acknowledge that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract or executing a new contract, the company:

- is on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, or is engaged in a boycott of Israel; or
- is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, or is engaged in business operations in Cuba or Syria, and the bid, proposal or contract is for goods or services of One Million (\$1,000,000.00) Dollars or more.

I hereby represent and certify that the forgoing named person or business entity is not on the Scrutinized Companies that Boycott Israel List or participating in a boycott of Israel; and, for bids, proposals or contracts for goods or services on One Million (\$1,000,000.00) Dollars or more, that Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria.

By:  20²³ August 15th
Signature Date
Mike Fadden, President
Name (Print)

Federal Employer Identification Number: 20-3545989

GALLS, LLC
1340 Russell Cave road
Lexington, KY 40505

EXHIBIT H
CONTRACTOR'S CUSTOMER SUPPORT MANUAL

Customer: Broward Co Sheriff
 Attn: _____
 Rep Name: _____
 Acct #: 5416255
 Qty of Orders: _____
 Shipping Charge: _____
 CoOp Fee/ State Fee: _____
 Performance Bond: _____

Bld Line #	GQ STYLE + Color (Input Style # below)	Product Finder	GQ Style	Color	QTY	Vendor Name	Strategic Vendor	If Vendor Name is Blank in Column I, Please Type in	Mfr Model #	Bld/RFP Item Description	GQ Item Description	Bid Price
1	SG506 TDGN	Beltier Option Available	SG506	TDGN	1	5.11 Inc.	Strategic Vendor	5.11	72399	CORE ITEMS STRYKE LONG SLEEVE SHIRT TDGN VARIOUS SIZES 5.11 72399	5.11 STRYKE SHIRT	\$ 78.86
2	SR570 TDGN	Good	SR570	TDGN	14	5.11 Inc.	Strategic Vendor	5.11	71175	TACTILE PRO POLY/COTTON RIPSTOP SHIRT TDU GREEN VARIOUS SIZES 5.11 71175-190	S/S TACTILE PRO POLY/COTTON RIPSTOP SHIRT	\$ 61.73
3	SR653 TDGN	Good	SR653	TDGN	59	5.11 Inc.	Strategic Vendor	5.11	72185	RAPID ASSAULT SHIRT TDU GREEN VARIOUS SIZES 5.11 72185	511 RAPID ASSAULT SHIRT	\$ 76.41
4	SW724 GRN	Good	SW724	GRN	26	5.11 Inc.	Strategic Vendor	5.11	71049	MEN'S PERFORMANCE SHORT SLEEVE POLO GREEN XS-ZXL 5.11 71049	5.11 MENS PERFORMANCE S/S POLO	\$ 46.60
5	SW724 GRN	Good	SW724	GRN	1	5.11 Inc.	Strategic Vendor	5.11	71049	MEN'S PERFORMANCE SHORT SLEEVE POLO GREEN 3X - 7X 5.11 71049	5.11 MENS PERFORMANCE S/S POLO	\$ 49.91
6	TR506 TDGN	Good	TR506	TDGN	178	5.11 Inc.	Strategic Vendor	5.11	74273	TACTICAL LITE PANTS VARIOUS COLORS VARIOUS SIZES 5.11 74273	5.11 TAC LITE PANTS	\$ 43.50
7	TR900 KHA	Good	TR900	KHA	825	5.11 Inc.	Strategic Vendor	5.11	74369	STRYKE PANT WIFLEX TAC VARIOUS COLORS VARIOUS SIZES 5.11 74369	5.11 STRYKE PANT WIFLEX TAC	\$ 59.71
8	TR900 KHA	Good	TR900	KHA	622	5.11 Inc.	Strategic Vendor	5.11	64386	WOMEN'S STRYKE PANT VARIOUS COLORS VARIOUS SIZES 5.11 64386	WOMEN'S STRYKE PANT	\$ 59.71
9	TT824 RGRN	Not Found Use Alternate	TT824	RGRN	103	5.11 Inc.	Strategic Vendor	5.11	74434	MEN'S APEX PANT TDU GREEN VARIOUS SIZES 5.11 74434	5.11 MENS APEX PANT	\$ 59.71
10	TS300B OD	Not Found Use Alternate	TS300B	OD	43		Not Found	S & S Activewear	4120	TEE SHIRT W/PAUPELLED SCREEN L/C BACK & SLEEVE OLIVE DRAB SM - 3X BADGER 4120		\$ 15.09
11	TR1050 BLK	Beltier Option Available	TR1050	BLK	68	Bellwether Cycling	Not Strategic Vendor	Bellwether Cycling	L920500	CYCLING UNDER SHORT BLK VARIOUS SIZES BELLWETHER CYCLING L920500	CYCLING UNDER SHORT	\$ 32.14
12	JA250 DNYL	Not Found Use Alternate	JA250	DNYL	3		Not Strategic Vendor	Blauer	9970V	SUPERSHELL JACKET WIGORTEX HWIZ / BLK SM - 3X BLAUER 9970V		\$ 456.79
13	JA250 DNYL	Not Found Use Alternate	JA250	DNYL	1		Not Strategic Vendor	Blauer	9970V	SUPERSHELL JACKET WIGORTEX HWIZ / BLK 4X BLAUER 9970V		\$ 591.69
14	JA250 DNYL	Not Found Use Alternate	JA250	DNYL	1		Not Strategic Vendor	Blauer	9970V	SUPERSHELL JACKET WIGORTEX HWIZ / BLK 5X BLAUER 9970V		\$ 794.03
15	JA250 DNYL	Not Found Use Alternate	JA250	DNYL	1		Not Strategic Vendor	Blauer	9970V	SUPERSHELL JACKET WIGORTEX HWIZ / BLK 6X BLAUER 9970V		\$ 794.03
16	RW717 BKYL	Good	RW717	BKYL	4	Ashley Worldwide Inc.	Not Strategic Vendor	Blauer	98252	MEN'S WIP TACHELL PANTS BLK XS - 3X BLAUER LLC 98252 11	TYPHOON RAIN REVERSIBLE PANT	\$ 90.00
17	RW717 BKYL	Good	RW717	BKYL	1	Ashley Worldwide Inc.	Not Strategic Vendor	Blauer	98252	MEN'S WIP TACHELL PANTS BLK 4X BLAUER LLC 98252 11	TYPHOON RAIN REVERSIBLE PANT	\$ 90.00
18	RW717 BKYL	Good	RW717	BKYL	1	Ashley Worldwide Inc.	Not Strategic Vendor	Blauer	98252	MEN'S WIP TACHELL PANTS BLK 5X BLAUER LLC 98252 11	TYPHOON RAIN REVERSIBLE PANT	\$ 90.00
19	RW093 LGR	Best	RW093	LGR	1		Not Strategic Vendor	Carolina Safety Sport	20298	RAIN COAT W/REFLECTED TAPE 1870C SCREENPRINTED LIME GRN SM - MED CAROLINA SAFETY SPORT INTL 10187-31-1	1870C SCREENPRINTED RAIN COAT W/REFLECT TAPE	\$ 21.71
20	RW093 LGR	Best	RW093	LGR	3		Not Strategic Vendor	Carolina Safety Sport	20298	RAIN COAT W/REFLECTED TAPE 1870C SCREENPRINTED LIME GRN LG - 2XL CAROLINA SAFETY SPORT INTL 10187-31-1	1870C SCREENPRINTED RAIN COAT W/REFLECT TAPE	\$ 23.34
21	RW093 LGR	Best	RW093	LGR	1		Not Strategic Vendor	Carolina Safety Sport	20298	RAIN COAT W/REFLECTED TAPE 1870C SCREENPRINTED LIME GRN 3X - 6X CAROLINA SAFETY SPORT INTL 10187-31-1	1870C SCREENPRINTED RAIN COAT W/REFLECT TAPE	\$ 26.52
22	RW687 YEL	Best	RW687	YEL	30		Not Strategic Vendor	Carolina Safety Sport	1650C	RAINCOAT W/BACK & LFT CHEST TITLE 48IN SCREENPRINT YELLOW SM - MED CAROLINA SAFETY SPORT INTL 1650C SH20	48IN SCREENPRINT RAINCOAT W/BACK & LFT CHEST TITLE	\$ 15.91
23	RW687 YEL	Best	RW687	YEL	32		Not Strategic Vendor	Carolina Safety Sport	1650C	RAINCOAT W/BACK & LFT CHEST TITLE 48IN SCREENPRINT YELLOW LG - XL CAROLINA SAFETY SPORT INTL 1650C SH20	48IN SCREENPRINT RAINCOAT W/BACK & LFT CHEST TITLE	\$ 15.91
24	RW687 YEL	Best	RW687	YEL	4		Not Strategic Vendor	Carolina Safety Sport	1650C	RAINCOAT W/BACK & LFT CHEST TITLE 48IN SCREENPRINT YELLOW 2X-6X CAROLINA SAFETY SPORT INTL 1650C SH20	48IN SCREENPRINT RAINCOAT W/BACK & LFT CHEST TITLE	\$ 15.91
25	JC483 OD	Good	JC483	OD	37	Condor Outdoor Products Inc.	Not Strategic Vendor	Condor Outdoor	602001	SUMMIT SOFTSHELL JACKET Olive drab XS - 3X CONDOR OUTDOORS 602-001	SUMMIT SOFTSHELL JACKET	\$ 79.93
26	SH1205 DKGN	Good	SH1205	DKGN	300	Sanmar Corp.	Strategic Vendor	Sanmar/Cornerstone	CS418	LIGHTWEIGHT SNAG PROOF POLO VARIOUS COLORS XS - XL CORNERSTONE CS418	CORNERSTONE SELECT LIGHTWEIGHT SNAG PROOF POLO	\$ 15.70
27	SH1205 DKGN	Good	SH1205	DKGN	9	Sanmar Corp.	Strategic Vendor	Sanmar/Cornerstone	CS418	LIGHTWEIGHT SNAG PROOF POLO VARIOUS COLORS 2X - 4X CORNERSTONE CS418	CORNERSTONE SELECT LIGHTWEIGHT SNAG PROOF POLO	\$ 17.13
28	SH1691 DKGN	Best	SH1691	DKGN	656	Sanmar Corp.	Strategic Vendor	Sanmar/Cornerstone	CS419	WOMEN'S LIGHTWEIGHT SNAG PROOF POLO VARIOUS COLORS XS - XL CORNERSTONE CS419	CORNERSTONE LADIES SELECT LIGHTWEIGHT SNAG PROOF S/S POLO	\$ 31.27
29	SH1691 DKGN	Best	SH1691	DKGN	132	Sanmar Corp.	Strategic Vendor	Sanmar/Cornerstone	CS419	WOMEN'S LIGHTWEIGHT SNAG PROOF POLO VARIOUS COLORS 2X CORNERSTONE CS419	CORNERSTONE LADIES SELECT LIGHTWEIGHT SNAG PROOF S/S POLO	\$ 32.70
30	SH1691 DKGN	Best	SH1691	DKGN	91	Sanmar Corp.	Strategic Vendor	Sanmar/Cornerstone	CS419	WOMEN'S SELECT LIGHTWEIGHT SNAG PROOF POLO VARIOUS COLORS 3X CORNERSTONE CS419	CORNERSTONE LADIES SELECT LIGHTWEIGHT SNAG PROOF S/S POLO	\$ 35.56
31	SH1691 DKGN	Best	SH1691	DKGN	6	Sanmar Corp.	Strategic Vendor	Sanmar/Cornerstone	CS419	WOMEN'S SNAG-PROOF TACTICAL LONG SLEEVE POLO VARIOUS COLORS XS - XL CORNERSTONE CS419	CORNERSTONE LADIES SELECT LIGHTWEIGHT SNAG PROOF S/S POLO	\$ 36.99
32	ST037 BLK	Good	ST037	BLK	182	Sanmar Corp.	Strategic Vendor	Sanmar/Cornerstone	CS410LS	MEN'S SNAG-PROOF TACTICAL LONG SLEEVE POLO VARIOUS COLORS 2X CORNERSTONE CS410LS	MENS CORNERSTONE SELECT SNAG-PROOF TACTICAL L/S POLO	\$ 44.13
33	ST037 BLK	Good	ST037	BLK	16	Sanmar Corp.	Strategic Vendor	Sanmar/Cornerstone	CS410LS	MEN'S SNAG-PROOF TACTICAL LONG SLEEVE POLO VARIOUS COLORS 3X - 4X CORNERSTONE CS410LS	MENS CORNERSTONE SELECT SNAG-PROOF TACTICAL L/S POLO	\$ 45.56
34	ST037 BLK	Good	ST037	BLK	8	Sanmar Corp.	Strategic Vendor	Sanmar/Cornerstone	CS410LS	MEN'S SNAG-PROOF TACTICAL LONG SLEEVE POLO VARIOUS COLORS 3X - 4X CORNERSTONE CS410LS	MENS CORNERSTONE SELECT SNAG-PROOF TACTICAL L/S POLO	\$ 48.41
35	ST147 BLK	Good	ST147	BLK	834		Strategic Vendor	Sanmar/Cornerstone	CS410	MEN'S SNAG-PROOF TACTICAL SHORT SLEEVE POLO VARIOUS COLORS SM - XL CORNERSTONE CS410	MENS CORNERSTONE SELECT SNAG-PROOF TACTICAL S/S POLO	\$ 40.91
36	ST147 BLK	Good	ST147	BLK	172		Strategic Vendor	Sanmar/Cornerstone	CS410	MEN'S SNAG-PROOF TACTICAL SHORT SLEEVE POLO VARIOUS COLORS 2X CORNERSTONE CS410	MENS CORNERSTONE SELECT SNAG-PROOF TACTICAL S/S POLO	\$ 42.34
37	ST147 BLK	Good	ST147	BLK	100		Strategic Vendor	Sanmar/Cornerstone	CS410	MEN'S SNAG-PROOF TACTICAL SHORT SLEEVE POLO VARIOUS COLORS 3X CORNERSTONE CS410	MENS CORNERSTONE SELECT SNAG-PROOF TACTICAL S/S POLO	\$ 45.20
38	ST147 BLK	Good	ST147	BLK	61		Strategic Vendor	Sanmar/Cornerstone	CS410	MEN'S SNAG-PROOF TACTICAL SHORT SLEEVE POLO VARIOUS COLORS 4X CORNERSTONE CS410	MENS CORNERSTONE SELECT SNAG-PROOF TACTICAL S/S POLO	\$ 46.63
39	ST147 BLK	Good	ST147	BLK	9		Strategic Vendor	Sanmar/Cornerstone	CS410	MEN'S SNAG-PROOF TACTICAL SHORT SLEEVE POLO VARIOUS COLORS 5X CORNERSTONE CS410	MENS CORNERSTONE SELECT SNAG-PROOF TACTICAL S/S POLO	\$ 49.49
40	ST148 BLK	Good	ST148	BLK	464	Sanmar Corp.	Strategic Vendor	Sanmar/Cornerstone	S105A	WOMEN'S SNAG-PROOF TACTICAL SHORT SLEEVE POLO VARIOUS COLORS 2X CORNERSTONE S105A	LADIES CORNERSTONE SELECT SNAG-PROOF TACTICAL S/S POLO	\$ 40.91
41	ST148 BLK	Good	ST148	BLK	79	Sanmar Corp.	Strategic Vendor	Sanmar/Cornerstone	S105A	WOMEN'S SNAG-PROOF TACTICAL SHORT SLEEVE POLO VARIOUS COLORS 3X CORNERSTONE S105A	LADIES CORNERSTONE SELECT SNAG-PROOF TACTICAL S/S POLO	\$ 42.34
42	ST148 BLK	Good	ST148	BLK	40	Sanmar Corp.	Strategic Vendor	Sanmar/Cornerstone	S105A	WOMEN'S SNAG-PROOF TACTICAL SHORT SLEEVE POLO VARIOUS COLORS 4X CORNERSTONE S105A	LADIES CORNERSTONE SELECT SNAG-PROOF TACTICAL S/S POLO	\$ 45.20
43	ST148 BLK	Good	ST148	BLK	4	Sanmar Corp.	Strategic Vendor	Sanmar/Cornerstone	S105A	WOMEN'S SNAG-PROOF TACTICAL SHORT SLEEVE POLO VARIOUS COLORS 5X CORNERSTONE S105A	LADIES CORNERSTONE SELECT SNAG-PROOF TACTICAL S/S POLO	\$ 46.63
44	TR2428 NAV	Good	TR2428	NAV	1	EDWARDS GARMENT CO	Strategic Vendor	Edwards	2410	MEN'S PLEATED SHORTS NAV VARIOUS SIZES EDWARDS GARMENT 2410 007	EDWARDS MEN'S UTILITY CHINO FLAT FRONT SHORT	\$ 20.37
45	TR970 DKNV	Good	TR970	DKNV	35	EDWARDS GARMENT CO	Strategic Vendor	Edwards	9799	WOMEN'S POLYESTER SKIRT DARK NAV VARIOUS SIZES EDWARDS GARMENT 9799 017	WOMEN'S POLYESTER SKIRT	\$ 33.19
46	TU016 DKNV	Not Found Use Alternate	TU016	DKNV	7		Strategic Vendor	Edwards	9711	55/35 POLY/COT MEDIUM LENGTH CHINO SKIRT NAV / BLK VARIOUS SIZES EDWARDS GARMENT 9711 007		\$ 34.94
47	TR2502 NAV	Good	TR2502	NAV	1	EDWARDS GARMENT CO	Strategic Vendor	Edwards	8419	WOMEN'S PLEATED SHORTS NAV VARIOUS SIZES EDWARDS GARMENT 8419 007	LADIES' ULTIMATE KHAKI FLAT FRONT CHINO SHORT (99/99) (11/55) (11/55) (11/55)	\$ 19.06
48	HA118 BLK	Best	HA118	BLK	1	W. ALBOLM HAT CO INC	Not Strategic Vendor	Eisemann-Ludnar		THREE PIECE SWIVEL CHIN STRAP BLK 15 1/4" EISEMANN-LUDNAR M0351-K	THREE PIECE SWIVEL CHIN STRAP	\$ 10.99
49	SH070 WHT	Good	SH070	WHT	253	FECHHEIMER BROTHERS UNIFORM CO	Strategic Vendor	Fechheimer	85R78Z	MEN'S COMMAND ZIP FRONT S/S SHIRT WHT VARIOUS SIZES FECHHEIMER BROTHERS UNIFORM CO F1 85R78Z	MENS COMMAND ZIP FRONT S/S SHIRT	\$ 56.84
50	SH071 WHT	Good	SH071	WHT	23		Strategic Vendor	Fechheimer	33W78Z	MEN'S COMMAND LONG SLEEVE SHIRT W/ZIPPER WHT VARIOUS SIZES FECHHEIMER BROTHERS UNIFORM CO F1 33W78Z	MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	\$ 63.53
51	SH157C SPGN	Not Found Use Alternate	SH157C	SPGN	22		Not Found	Fechheimer	35W77Z	MEN'S LONG SLEEVE ZIPPER POLICE SHIRT SPRUCE GRN VARIOUS SIZES FECHHEIMER BROTHERS UNIFORM CO F1 35W77Z		\$ 53.36

52	SH159C SPGN	Not Found Use Alternate	SH159C	SPGN	34	Not Found	Fechheimer	85R77Z	MENS SHORT SLEEVE ZIPPER POLICE SHIRT SPRUCE GRN VARIOUS SIZES		\$ 48.36
53	SH3836B SPGN	Not Found Use Alternate	SH3836B	SPGN	265	Not Found	Fechheimer	SH3836B	MENS LONG SLEEVE HYBRID UNDERVEST SHIRT SPRUCE GRN VARIOUS SIZES		\$ 60.27
54	SH3837B SPGN	Not Found Use Alternate	SH3837B	SPGN	35	Not Found	Fechheimer	SH3837B	WOMEN'S 3/4 S LONG SLEEVE HYBRID UNDERVEST SHIRT SPRUCE GRN VARIOUS SIZES		\$ 60.27
55	SH3973 SPGN	Not Found Use Alternate	SH3973	SPGN	1342	Not Found	Fechheimer	SH3973	MENS SHORT SLEEVE ZIPPER POLICE SHIRT SPRUCE GRN VARIOUS SIZES		\$ 48.36
56	SH3974 SPGN	Not Found Use Alternate	SH3974	SPGN	589	Not Found	Fechheimer	SH3974	WOMEN'S SHORT SLEEVE ZIPPER POLICE SHIRT SPRUCE GRN VARIOUS SIZES		\$ 48.36
57	SH4057 SPGN	Not Found Use Alternate	SH4057	SPGN	319	Not Found	Fechheimer	SH4057	MENS LONG SLEEVE ZIPPER POLICE SHIRT SPRUCE GRN VARIOUS SIZES		\$ 53.36
58	SR328 SPGN	Good	SR328	SPGN	106	Strategic Vendor	Fechheimer	126R77Z	FECHEIMER BROTHERS UNIFORM CO F1 126R77Z	FL WOMEN'S L/S ZIPPER POLICE SHIRT	\$ 53.36
59	SW2580B SPGN	Not Found Use Alternate	SW2580B	SPGN	1347	Not Found	Fechheimer	SW2880 B	FECHEIMER BROTHERS UNIFORM CO F1 2880 B		\$ 58.77
60	SW2581B SPGN	Not Found Use Alternate	SW2581B	SPGN	207	Not Found	Fechheimer	SW2881 B	WOMEN'S LONG SLEEVE ZIPPER POLICE SHIRT SPRUCE GRN VARIOUS SIZES		\$ 58.77
61	TR082 BLK	Good	TR082	BLK	70	Strategic Vendor	Fechheimer	390010	MENS POLYESTER TROUSERS BLK / NAV VARIOUS SIZES	MENS POLYESTER TROUSERS	\$ 44.90
62	TR083 BLK	Good	TR083	BLK	83	Strategic Vendor	Fechheimer	3900W	LADIES POLYESTER TROUSERS BLK / NAV VARIOUS SIZES	LADIES POLYESTER TROUSERS	\$ 44.90
63	TR650 NAVY	Good	TR650	NAVY	24	Strategic Vendor	Fechheimer	47400	MENS POLYESTER TROUSERS BLK / NAV VARIOUS SIZES	MENS POLYESTER TROUSERS	\$ 56.04
64	TR651 NAVY	Good	TR651	NAVY	28	Strategic Vendor	Fechheimer	47400W	MENS POLYESTER TROUSERS BLK / NAV VARIOUS SIZES	MENS POLYESTER TROUSERS	\$ 56.04
65	TU207 SPGN	Best	TU207	SPGN	2689	Strategic Vendor	Fechheimer	3706BK	POLY TROUSER WITH BLACK STRIPE & FREEDOM	FL MENS POLY TROUSER WITH BLACK STRIPE & FREEDOM FLEX	\$ 42.67
66	TU574 SPGN	Good	TU574	SPGN	1193	Strategic Vendor	Fechheimer	3706BK W	POLY TROUSER WITH BLACK STRIPE & FREEDOM	FL WOMEN'S POLY TROUSER WITH BLACK STRIPE & FREEDOM FLEX	\$ 42.67
67	SH119 WHT	Good	SH119	WHT	511	Strategic Vendor	Fechheimer	176R78	WOMAN'S COMMAND ZIP FRONT S/S SHIRT WHT VARIOUS SIZES	LADIES S/S COMMAND SHIRT	\$ 48.36
68	SH121 WHT	Better Option Available	SH121	WHT	32	Strategic Vendor	Fechheimer	126R78Z	WOMAN'S COMMAND ZIP FRONT S/S SHIRT WHT VARIOUS SIZES	L/S FEMALE COMMAND SHIRT W/ZIPPER	\$ 53.36
69	GL683	Best	GL683		2	Not Strategic Vendor	George Glove		WHITE SPECIAL "SURE GRIP" COTTON SNAP WRIST GLOVE WHT SM - XL	WHITE SPECIAL "SURE GRIP" COTTON SNAP WRIST GLOVE	\$ 8.21
70	TS684 WHT	Best	TS684	WHT	298	Strategic Vendor	Gildan	2000	COTTON SHORT SLEEVE T-SHIRT WHT 3x5x GILDAN 2000	GILDAN ULTRA COTTON S/S T-SHIRT	\$ 5.15
71	TS684 WHT	Best	TS684	WHT	7	Strategic Vendor	Gildan	2000	COTTON SHORT SLEEVE T-SHIRT WHT 2X GILDAN 2000	GILDAN ULTRA COTTON S/S T-SHIRT	\$ 6.18
72	TS684 WHT	Best	TS684	WHT	1	Strategic Vendor	Gildan	2000	COTTON SHORT SLEEVE T-SHIRT WHT 3x5x GILDAN 2000	GILDAN ULTRA COTTON S/S T-SHIRT	\$ 9.27
73	LH354 BW	Best	LH354	BW	178	Not Strategic Vendor	Gould & Goodrich		DOUBLE MAG CASE BLK GOULD & GOODRICH LEATHER INC RX-SW 4W	BROWARD CNTY G&G DOUBLE MAG CASE	\$ 31.03
74	LH355 BW	Not Found Use Alternate	LH355	BW	204	Not Strategic Vendor	Gould & Goodrich		CUFF CASE BLK GOULD & GOODRICH LEATHER INC RXN-W		\$ 23.77
75	LH356 BW	Good	LH356	BW	271	Not Strategic Vendor	Gould & Goodrich		AEROSOL CASE BLK GOULD & GOODRICH LEATHER INC RXO-W	BROWARD CNTY G&G AEROSOL CASE	\$ 22.77
76	LH357 BW	Good	LH357	BW	122	Not Strategic Vendor	Gould & Goodrich		KEEPERS BLK GOULD & GOODRICH LEATHER INC RXQ-W	BROWARD CNTY G&G KEEPERS	\$ 4.38
77	LH607 BW	Best	LH607	BW	286	Not Strategic Vendor	Gould & Goodrich		DUTY BELT BLK XS - 3X GOULD & GOODRICH LEATHER INC RXK-W	BROWARD CNTY NEW G&G DUTY BELT	\$ 46.05
78	LH608 BW	Best	LH608	BW	544	Not Strategic Vendor	Gould & Goodrich		TROUSER BELT BLK SM - 2X GOULD & GOODRICH LEATHER INC RXS-W	BROWARD CNTY NEW G&G TROUSER BELT	\$ 26.66
79	SW1672 BLK	Good	SW1672	BLK	1	Not Strategic Vendor	Harrington	M425	V-NECK CARDIGAN BLK XS-XL HARRITON M425	HARRITON MENS PILBLOC V-NECK BUTTON CARDIGAN SWEATER	\$ 42.92
80	SW1672 BLK	Good	SW1672	BLK	1	Not Strategic Vendor	Harrington	M425	V-NECK CARDIGAN BLK 2X HARRITON M425	HARRITON MENS PILBLOC V-NECK BUTTON CARDIGAN SWEATER	\$ 46.00
81	SW1672 BLK	Good	SW1672	BLK	1	Not Strategic Vendor	Harrington	M425	V-NECK CARDIGAN BLK 3X HARRITON M425	HARRITON MENS PILBLOC V-NECK BUTTON CARDIGAN SWEATER	\$ 47.54
82	SW1672 BLK	Good	SW1672	BLK	1	Not Strategic Vendor	Harrington	M425	V-NECK CARDIGAN BLK 4X HARRITON M425	HARRITON MENS PILBLOC V-NECK BUTTON CARDIGAN SWEATER	\$ 49.08
83	SW1672 BLK	Good	SW1672	BLK	1	Not Strategic Vendor	Harrington	M425	V-NECK CARDIGAN BLK 5X HARRITON M425	HARRITON MENS PILBLOC V-NECK BUTTON CARDIGAN SWEATER	\$ 50.62
84	SW1672 BLK	Good	SW1672	BLK	1	Not Strategic Vendor	Harrington	M425	V-NECK CARDIGAN BLK 6X HARRITON M425	HARRITON MENS PILBLOC V-NECK BUTTON CARDIGAN SWEATER	\$ 52.15
85	JA909 DKN	Better Option Available	JA909	DKN	29	Not Strategic Vendor	Horace Small	HS3426	UNISEX JACKET DARK NAV VARIOUS SIZES HORACE SMALL	SENTRY JACKET	\$ 98.39
86	JA2773 BLK	Not Found Use Alternate	JA2773	BLK	199	Not Found	LawPro	JC382	WINDBREAKER BUTTON DOWN BLK JACKET BLK SM - XL		\$ 98.37
87	JA2773 BLK	Not Found Use Alternate	JA2773	BLK	61	Not Found	LawPro	JC382	WINDBREAKER BUTTON DOWN BLK JACKET BLK 2X - 4X		\$ 97.37
88	SR068 HVBK	Better Option Available	SR068	HVBK	150	Not Strategic Vendor	Moccean	402-HVLM	TECH SHORT SLEEVE TWO TONE POLO HVBK / BLK VARIOUS SIZES	MOCCEAN TECH S/S TWO TONE POLO	\$ 69.61
89	TS1452 MLGN	Good	TS1452	MLGN	150	Not Strategic Vendor	NextLevel	6010	MENS SHORT SLEEVE TRIBLEND CREW MIL GREEN XSM-XLG NEXT LEVEL 6010	BROWARD CNTY SHF MENS S/S CREW	\$ 25.46
90	TS1452 MLGN	Good	TS1452	MLGN	10	Not Strategic Vendor	NextLevel	6010	MENS SHORT SLEEVE TRIBLEND CREW MIL GREEN 2X - 3X NEXT LEVEL 6010	BROWARD CNTY SHF MENS S/S CREW	\$ 27.44
91	TS1466 MLGN	Good	TS1466	MLGN	66	Not Strategic Vendor	NextLevel	6071	MENS LONG SLEEVE TRIBLEND CREW MIL GREEN XSM-XLG NEXT LEVEL 6071	BROWARD CNTY SHF MENS L/S CREW	\$ 30.07
92	TS1466 MLGN	Good	TS1466	MLGN	2	Not Strategic Vendor	NextLevel	6071	MENS LONG SLEEVE TRIBLEND CREW MIL GREEN 2X NEXT LEVEL 6071	BROWARD CNTY SHF MENS L/S CREW	\$ 30.89
93	ZG130 FGRN	Good	ZG130	FGRN	107	Not Strategic Vendor	OHS147		HOLLYWOOD BIKE SHORTS FGRN XS - XL OLYMPIC UNIFORM	JM02 OHS147 HOLLYWOOD BIKE SHORTS	\$ 66.44
94	ZG130 FGRN	Good	ZG130	FGRN	13	Not Strategic Vendor	OHS148		HOLLYWOOD BIKE SHORTS FGRN 2X OLYMPIC UNIFORM	JM02 OHS147 HOLLYWOOD BIKE SHORTS	\$ 72.06
95	ZG130 FGRN	Good	ZG130	FGRN	5	Not Strategic Vendor	OHS149		HOLLYWOOD BIKE SHORTS FGRN 3X - 6X OLYMPIC UNIFORM	JM02 OHS147 HOLLYWOOD BIKE SHORTS	\$ 75.00
96	HV696B DKN	Not Found Use Alternate	HV696B	DKN	161	Not Found	Otto		BB CAP TO PROFILE W/BRASS BUCKLE GRN ADJUSTABLE		\$ 10.75
97	ST112 BLK	Best	ST112	BLK	217	Strategic Vendor	Propper	K500LS	SILK SPORT LONG SLEEVE SHIRT VARIOUS COLORS VARIOUS SIZES	PORT AUTHORITY SILK SPORT L/S SHIRT	\$ 33.41
98	SG704 OLI	Better Option Available	SG704	OLI	4	Strategic Vendor	Propper	F5343C330	SUMMER WEIGHT LONG SLEEVE TACTICAL SHIRT OLIVE GREEN SM - 4X PROPPER F5343C330	PROPPER SUMMER WEIGHT LONG SLEEVE TACTICAL SHIRT	\$ 56.09
99	SG705 OLI	Better Option Available	SG705	OLI	1	Strategic Vendor	Propper	F531150314	SUMMER WEIGHT SHORT SLEEVE TACTICAL SHIRT OLIVE GREEN SM - 4X PROPPER F531150314	PROPPER SUMMER WEIGHT SHORT SLEEVE TACTICAL SHIRT	\$ 55.97
100	SR788 SPR	Good	SR788	SPR	3	Strategic Vendor	Propper	F531150314	VARIOUS SIZES	LIGHTWEIGHT 65/35 POLY/COTTON RIPSSTOP S/S SHIRT	\$ 47.43
101	SR822 OLV	Better Option Available	SR822	OLV	3	Strategic Vendor	Propper	F531250330	LIGHTWEIGHT TACTICAL LONG SLEEVE SHIRT OLIVE GREEN VARIOUS SIZES PROPPER F531250330	LIGHTWEIGHT 65/35 PVC R/S L/S SHIRT	\$ 49.89
102	TR159 OD	Good	TR159	OD	85	Strategic Vendor	Propper	F520138330	6 POCKET BATTLE RIP BDU TROUSERS GREEN VARIOUS SIZES	6 PKCT BATTLE RIP BDU TROUSERS	\$ 29.08
103	TR699 BLK	Good	TR699	BLK	1	Strategic Vendor	Propper	F526138	BATTLE RIP BDU SHORT 65%POLY / 35% COTTON BLK VARIOUS SIZES PROPPER F526138	PROPPER BATTLE RIP BDU SHORT 65%POLY / 35% COTTON	\$ 21.99
104	TT554 OLV	Better Option Available	TT554	OLV	21	Strategic Vendor	Propper	F52583C33030	SUMMER WEIGHT TACTICAL PANTS OLIVE GRN VARIOUS SIZES	PROPPER SUMMER WEIGHT TACTICAL PANTS	\$ 43.80
105	TT592 OLI	Better Option Available	TT592	OLI	53	Strategic Vendor	Propper	F52643C45030	SUMMER WEIGHT TACTICAL SHORT BLK/OLIVE GRN VARIOUS SIZES PROPPER F52643C45030	PROPPER SUMMER WEIGHT TACTICAL SHORT	\$ 35.50
106	TU019 OLV	Good	TU019	OLV	1134	Strategic Vendor	Propper	F525250450	MENS LIGHTWEIGHT TACTICAL TROUSERS VARIOUS COLORS VARIOUS SIZES PROPPER F525250450	LIGHTWEIGHT TACTICAL TROUSERS	\$ 36.43
107	TU076 OD	Good	TU076	OD	746	Strategic Vendor	Propper	F529554	WOMEN'S LIGHTWEIGHT TACTICAL TROUSERS VARIOUS COLORS VARIOUS SIZES PROPPER F529554	WOMEN'S LIGHTWEIGHT TACTICAL TROUSERS	\$ 36.43
108	TU218 OD	Better Option Available	TU218	OD	29	Strategic Vendor	Propper	F52535033030	MENS TACTICAL SHORT OLIVE DRAB VARIOUS SIZES PROPPER F52535033030	PROPPER MENS TACTICAL SHORT	\$ 28.13

169	SH052 NAV	Better Option Available	SH052	NAV	5	FECHHEIMER BROTHERS UNIFORM CO	Strategic Vendor	Fechheimer	185R58	LADIES SHORT SLEEVE 65/35 POLY/COTTON SHIRT Fechheimer F1 185R58	WOMEN P/C TWILL TACTICAL S/S SHIRT	\$ 54.79
170	TR082 BLK	Good	TR082	BLK	10	FECHHEIMER BROTHERS UNIFORM CO	Strategic Vendor	Fechheimer	3900	MEN'S POLYESTER TROUSERS Fechheimer F1 3900	MEN'S POLYESTER TROUSERS	\$ 44.90
171	TR082 BLK	Not Found Use Alternate			5		Not Found	Fechheimer	3900	MEN'S POLYESTER TROUSERS Fechheimer F1 3900		\$ 44.90
172	TR083 BLK	Good	TR083	BLK	12	FECHHEIMER BROTHERS UNIFORM CO	Strategic Vendor	Fechheimer	3900W	LADIES POLYESTER TROUSERS Fechheimer F1 3900W	LADIES POLYESTER TROUSERS	\$ 44.90
173	KV043 BLK	Best	KV043	BLK	3	LEATHERMAN TOOL GROUP INC	Not Strategic Vendor	Leatherman	831106	ST300 SUPER TOOL LEATHERMAN TOOL GROUP INC 831106	LEATHERMAN ST300 SUPER TOOL	\$ 82.14
174	JC874 NAV	Good	JC874	NAV	26	UNIFORM MFG CO INC	Not Strategic Vendor	Liberty	560MNV	FD JACKET WITH LINER LIBERTY UNIFORM MFG CO INC 560MNV	FD JACKET WITH LINER	\$ 74.66
175	JC874 NAV	Good	JC874	NAV	5	UNIFORM MFG CO INC	Not Strategic Vendor	Liberty	560MNV	FD JACKET WITH LINER LIBERTY UNIFORM MFG CO INC 560MNV	FD JACKET WITH LINER	\$ 83.36
176	SH093 LTB	Good	SH093	LTB	114	Lion First Responder/ Ebeco	Not Strategic Vendor	Lion	P868	MEN'S PARAGON PLUS SS SHIRT Lion First Responder P868	MEN'S PARAGON PLUS SS SHIRT	\$ 35.79
177	SH095 LTB	Best	SH095	LTB	78	Lion First Responder/ Ebeco	Not Strategic Vendor	Lion	P878	MEN'S PARAGON PLUS LS POLY/COT SHIRT Lion First Responder P878	MEN'S PARAGON PLUS LS POLY/COT SHIRT	\$ 40.71
178	SH855 WHT	Good	SH855	WHT	27		Not Strategic Vendor	Lion	3310N	TEX TROP2 MEN'S SHORT SLEEVE SHIRT Lion First Responder 3310N	TEX TROP2 MALE SS SHIRT	\$ 45.93
179	SH874 WHT	Good	SH874	WHT	40		Not Strategic Vendor	Lion	310N	TEX TROP2 MEN'S LONG SLEEVE SHIRT Lion First Responder 310N	TEX TROP2 MEN'S LS SHIRT	\$ 49.64
180	SR750 WHT	Better Option Available	SR750	WHT	11	Lion First Responder/ Ebeco	Not Strategic Vendor	Lion	P801LC	LADIES CHOICE LONG SLEEVE PARAGON PLUS SHIRT Lion First Responder P801LC	LADIES CHOICE LS PARAGON PLUS SHIRT	\$ 40.71
181	SR751 WHT	Better Option Available	SR751	WHT	13	Lion First Responder/ Ebeco	Not Strategic Vendor	Lion	P811LC	LADIES CHOICE SHORT SLEEVE PARAGON PLUS SHIRT Lion First Responder P811LC	LADIES CHOICE SS PARAGON PLUS SHIRT	\$ 35.79
182	FT1720 BLK	Good	FT1720	BLK	5		Not Strategic Vendor	Merrell	J17763	AGILITY PEAK TACTICAL Merrell J17763	MERRELL AGILITY PEAK TACTICAL	\$ 106.21
183	HW336 WHT	Good	HW336	WHT	9		Not Strategic Vendor	Midway	GML40	BELL CRWN WHITE CAP W/VELVET FRM/PLN Midway Cap Company 113-GML40 DK WHT	BROWARD FIRE BELL CRWN WHITE CAP W/VELVET FRM/PLN BLK VIS/DKGLD LACE STRIP/GFD BTNS	\$ 52.86
184	HW3387 NAV	Not Found Use Alternate	HW3387	NAV	3		Not Found	Midway	114	BELL CRWN CAP W/VELVET FRM/PLN Midway Cap Company 114-AWL-40 SIL NAV		\$ 52.86
185	BG1597 BLK	Good	BG1597	BLK	3	Oakley	Not Strategic Vendor	Oakley	921554	EXTRACTOR SLING PACK 2.0 Oakley 921554	EXTRACTOR SLING PACK 2.0	\$ 67.86
186	EW1433 GRV	Best	EW1433	GRV	3	Oakley	Not Strategic Vendor	Oakley	OO9367	SI DROP POINT MATTE BLK W/GREY POLAR Oakley OO9367	OAKLEY DROP POINT GLASSES (MATTE BLACK W/GREY)	\$ 109.13
187	EW296 GRV	Not Found Use Alternate	EW296	GRV	3	Oakley	Not Strategic Vendor	Oakley	OO9144	SI HALF JACKET 2.0 SUNGLASSES Oakley OO9144	OAKLEY SI HALF JACKET 2.0 XL - MATTE BLK SUNGLASSES	\$ 122.00
188	EW383 LG	Not Found Use Alternate	EW383	LG	3		Not Strategic Vendor	Oakley	FO5900168	BALLISTIC CASE OAKLEY 07-025		\$ 19.49
189	GL1358 BLK	Best	GL1358	BLK	4	Oakley	Not Strategic Vendor	Oakley		SI LIGHTWEIGHT 2.0 GLOVE Oakley FO5900168	SI LIGHTWEIGHT 2.0 GLOVE	\$ 25.71
190	GL683	Best	GL683		4	George Glove Company Inc	Not Strategic Vendor				WHITE SPECIAL SURE GRIP COTTON SNAP WRIST GLOVE	\$ 3.57
191	FL1379	Best			3	Streamlight Summit Solutions LLC	Strategic Vendor	Streamlight	88082	PROTAC 2L X USB 18650 USB BATTERY USB CORD & HOLST Streamlight 88082	PROTAC 2L X USB 18650 USB BATTERY USB CORD & HOLSTER	\$ 67.09
192	BG744	Best			3	Streamlight Summit Solutions LLC	Not Strategic Vendor	LawPro	S692445	S692445	LAWPRO CAR SEAT ORGANIZER	\$ 21.29
193	TS958 BLK	Best	TS958	BLK	14	TASC Performance, Inc.	Not Strategic Vendor		TMUC01	TASC CREW NECK UNDERSHIRT TASC Performance, Inc. TMUC01	TASC CREW NECK UNDERSHIRT	\$ 22.86
194	FT2321 BLK	Better Option Available	FT2321	BLK	8	Rocky Brands Wholesale LLC	Not Strategic Vendor	Thorogood	831-4833	THOROGOOD CROSS TRAINER PLUS BOOT Thorogood 831-4833	ROCKY CODE BLUE 5" SPORT PUBLIC SERVICE BOOT	\$ 96.99
195	TE989 BLK	Good	TE989	BLK	5	TRIDENT SECURITY & HOLDINGS LLC	Not Strategic Vendor		215	ULTIMATE RIGGERS BELT TRIDENT SECURITY & HOLDINGS LLC 215	ULTIMATE RIGGERS BELT	\$ 78.91
196	HW1596 BLK	Best	HW1596	BLK	3		Strategic Vendor	Under Armour	1318539	UA TAC STEALTH BEANIE 2.0 Under Armour 1318539	UA TAC STEALTH BEANIE 2.0	\$ 13.67
197	SW2245 BLK	Best	SW2245	BLK	4		Strategic Vendor	Under Armour	1343244	MEN'S BASE CREW 2.0 Under Armour 1343244	MEN'S BASE CREW 2.0	\$ 37.71
198	TS862 BLK	Best	TS862	BLK	5		Strategic Vendor	Under Armour	1248196	UA TAC TECH LONG SLEEVE T-SHIRT Under Armour 1248196	UA TAC TECH LS T-SHIRT	\$ 21.43
199	JA2636 RGRN	Better Option Available	JA2636	RGRN	3	Vertx	Not Strategic Vendor	Fechheimer	VTX8837	FIREBASE HOODIE Vertx F1 VTX8837	VERTX FIREBASE HOODIE	\$ 85.76
200	UP3979	Not Found Use Alternate			1		Not Found			BROWARD COUNTY SHERIFF CODE ENFORCEMENT EMBLEM		\$ 0.36
201					1					BROWARD COUNTY SHERIFF COMMUNITY SERVICE AIDE CHEST PATCH		\$ 1.00
202	UP3987	Not Found Use Alternate			1		Not Found			BROWARD COUNTY SHERIFF COMMUNITY SERVICE AIDE SHOULDER EMBLEM		\$ 0.35
203	UP3988	Not Found Use Alternate			1		Not Found			BROWARD COUNTY SHERIFF COMMUNICATIONS 911 SHOULDER PATCH		\$ 0.57
204	UP3989	Not Found Use Alternate			1		Not Found			BROWARD COUNTY SHERIFF AIRPORT SAFETY OFFICER SHOULD EMBLEM		\$ 1.00
205					1					BROWARD COUNTY SHERIFF AIRPORT SAFETY OFFICER CHEST BADGE		\$ 0.44
206	UP3991	Not Found Use Alternate			1		Not Found			BROWARD COUNTY SHERIFF BREATHALCOHOL TESTING TECHNICIAN SHOULDER EMBLEM		\$ 0.61
207	UP4007	Not Found Use Alternate			1		Not Found			BROWARD COUNTY SHERIFF PARKING ENFORCEMENT SPECIALIST EMBLEM		\$ 0.45
208	UP4385	Not Found Use Alternate			1		Not Found			BROWARD COUNTY SHERIFF PARKING ENFORCEMENT CIRCLE EMBLEM		\$ 0.68
209	UP4010	Not Found Use Alternate			1		Not Found			BROWARD COUNTY SHERIFF SUPERVISOR TAB PATCH		\$ 0.42
210	UP4358	Not Found Use Alternate			1		Not Found			BROWARD COUNTY SHERIFF SMALL SGT CHEVRON EMBLEM		\$ 0.57
211					1					BROWARD COUNTY SHERIFF MARINE PATROL UNIT CIRCLE PATCH		\$ 1.00
212	UP4360	Not Found Use Alternate			1		Not Found			BROWARD COUNTY SHERIFF OFFICE HASHMARK EMBLEM		\$ 1.10
213	UP3981	Not Found Use Alternate			1		Not Found			BROWARD COUNTY SHERIFF LARGE SGT CHEVRON EMBLEM		\$ 1.05
214					1					BROWARD COUNTY SHERIFF BACKGROUND IDENTIFICATION EMBLEM		\$ 1.00
215	UP3993	Not Found Use Alternate			1		Not Found			BROWARD COUNTY SHERIFF HONOR GUARD ROCKER EMBLEM		\$ 2.09
216	UP3998	Not Found Use Alternate			1		Not Found			BROWARD COUNTY SHERIFF OFFICE SHOULDER PATCH		\$ 1.23
217	UP4008	Not Found Use Alternate			1		Not Found			BROWARD COUNTY SHERIFF HOMICIDE INVESTIGATOR EMBLEM		\$ 0.51
218					1					BROWARD COUNTY SHERIFF CRIME SCENE INVESTIGATION AIDE EMBLEM		\$ 1.00
219	UP3994	Not Found Use Alternate			1		Not Found			BROWARD COUNTY SHERIFF WHEEL WINGS WARROW 3 1/2 X 4 IN		\$ 0.72
220	UP155	Not Found Use Alternate			1		Not Found			HONOR GUARD AMERICAN FLAG		\$ 1.30
221	UX743N	Not Found Use Alternate			1		Not Found			BROWARD COUNTY SHERIFF NAME STRIP - BLUE / SILVER		\$ 5.83
222	UX819N	Not Found Use Alternate			1		Not Found			BROWARD COUNTY SHERIFF NAME STRIP - GREEN GOLD		\$ 5.83
223					1					BROWARD COUNTY SHERIFF GREEN/BLACK SHOULDER PATCH		\$ 1.23
224	CB334 GP	Good	CB334	GP	1	SMITH & WARREN CO	Strategic Vendor	Smith & Warren	C521S	WARREN C521S	C521S MULTI STAR RANK INSIGNIA	\$ 29.51
225	ZY873 S185 3 GP	Not Found Use Alternate	ZY873	S185 3 GP	1		Strategic Vendor	Smith & Warren	C518S	C518S 3 STAR INSIGNIA (UNDERSHERIFF) GP SMITH & WARREN C518S		\$ 23.76
226	ZY871 S185 3 GP	Not Found Use Alternate	ZY871	S185 3 GP	1		Strategic Vendor	Smith & Warren	C519S	C519S 3 STAR INSIGNIA (UNDERSHERIFF) GP SMITH & WARREN C519S		\$ 23.76
227	ZA1733 C530 GP CB	Not Found Use Alternate	ZA1733	C530 GP CB	1		Strategic Vendor	Smith & Warren	C530	C530 LARGE COLONEL EAGLES INSIGNIA - PAIR GP SMITH & WARREN C530		\$ 14.59
228	ZY943 C532 GLD	Not Found Use Alternate	ZY943	C532 GLD	3		Strategic Vendor	Smith & Warren	C532	C532 SMALL COLONEL EAGLE PINS PAIR GP SMITH & WARREN C532		\$ 14.59
229	ZY951 C532 RH-D	Not Found Use Alternate	ZY951	C532 RH-D	1		Strategic Vendor	Smith & Warren	C522	C522 3/4" COLLAR INSIGNIA (PAIR) (LT. Col.) RHODIUM SMITH & WARREN C522		\$ 13.57
230	ZY982 C523 RH	Not Found Use Alternate	ZY982	C523 RH	2		Strategic Vendor	Smith & Warren	C523	C523 1/2" COLLAR INSIGNIA - PAIR (LT. Col.) RHODIUM SMITH & WARREN C523		\$ 13.57
231	ZY981 C522 GLD	Not Found Use Alternate	ZY981	C522 GLD	1		Strategic Vendor	Smith & Warren	C522	C522 LARGE MAJOR OAK LEAVES W/CB GP SMITH & WARREN C522		\$ 13.57
232	ZY982 C523 GLD	Not Found Use Alternate	ZY982	C523 GLD	1		Strategic Vendor	Smith & Warren	C523	C523 SMALL MAJOR OAK LEAVES W/CB GP SMITH & WARREN C523		\$ 13.57
233	ZA2769 GP	Good	ZA2769	GP	19	SMITH & WARREN CO	Strategic Vendor	Smith & Warren	C536	C536 SMALL CAPTAIN BARS PAIR GP SMITH & WARREN C536	C536 CAPTAIN BARS SM28 PAIR	\$ 13.91
234	ZA2999 C540 GLD	Not Found Use Alternate	ZA2999	C540 GLD	1		Strategic Vendor	Smith & Warren	C540	C540 LARGE CAPTAIN BARS PAIR GP SMITH & WARREN C540		\$ 13.91
235	CB275 GP	Good	CB275	GP	20	SMITH & WARREN CO	Strategic Vendor	Smith & Warren	C538	C538 LARGE LIEUTENANT BARS - PAIR GP SMITH & WARREN C538	C538 LIEUTENANT BAR - PAIR	\$ 13.91

236	ZA2164 C534 GP	Not Found Use Alternate	ZA2164	C534 GP	59		Strategic Vendor	Smith & Warren	C534	C534 SMALL LIEUTENANT BARS - PAIR GP SMITH &		\$ 13.91
237	CB074 GP	Best	CB074	GP	3	SMITH & WARREN CO V1	Strategic Vendor	Smith & Warren	C5015	C5015 3/8IN 3 LETTER CUSTOM COLLAR BRASS-PAIR GP 7 NIT RH SMITH & WARREN C5015	3/8IN 3 LETTER CUSTOM COLLAR BRASS-PAIR	\$ 23.57
238	BC239 GP	Best	BC239	GP	32	BLACKINTON IDS ETC	Not Strategic Vendor	Blackinton	A7097	A7097-CI MOTOR WINGS COLLAR INSIGNIA W/CLUTCHBACK GP BLACKINTON A7097	A7097-CI MOTOR WINGS COLLAR INSIGNIA W/CLUTCHBACK	\$ 11.64
239	HW426B BLK	Not Found Use Alternate	HW426B	BLK	48		Not Found	5.11	89260	5.11 T11 EMBROIDERED ADJUSTABLE UNIFORM HAT BLK 5.11 89260		\$ 13.52
240	FT1775 BLK	Good	FT1775	BLK	3	5.11 Inc.	Strategic Vendor	5.11	12392	5.11 ATAC 2.0 8IN STORM SZ BLK VARIOUS SIZES 5.11 12392	5.11 ATAC 2.0 8IN STORM SZ	\$ 111.39
241	HW401 OD	Best	HW401	OD	2		Strategic Vendor	5.11	89260	OLIVE DRAB VARIOUS SIZES 5.11 89260	OLIVE DRAB VARIOUS SIZES 5.11 89260	\$ 12.25
242	UE247	Not Found Use Alternate			112		Not Strategic Vendor			1/2quot. MOURNING BANDS - BLACK BLK		\$ 3.57
243	BA009 BLK BW	Not Found Use Alternate	BA009	BLK BW	103		Strategic Vendor	ASP	52633	ASP ROTATING SIDEBREAK SCABBARD FOR 26IN EXPANDABL BLK ARMAMENT SYSTEMS AND PROCEDURE 52633		\$ 53.43
244	FW668 BLK	Best	FW668	BLK	10	Bates - Worldwide	Strategic Vendor	Bates	22141	BATES HIGH GLOSS DUTY OXFORDS BLK VARIOUS SIZES BATES 22141	BATES HIGH GLOSS DUTY OXFORDS	\$ 61.43
245	FL314	Good			6	Power Products Unlimited, Inc.	Not Strategic Vendor		BP522	RECHARGEABLE BATTERY STICK SL20X/MAG CHARGER BATTERY ZONE BP522	RECHARGEABLE BATTERY STICK SL20X/MAGCHARGER	\$ 30.29
246	GL807 BLK	Better Option Available	GL807	BLK	29		Not Strategic Vendor	Bell Sports	7059107	GA STRATEDURE SGEL FINGERLESS BIKE GLOVE BLK VARIOUS SIZES BELL SPORTS 7059107 / 08 / 09 / 10 / 11	GA STRATEDURE SGEL FINGERLESS BIKE GLOVE	\$ 25.00
247	BW452 GP	Better Option Available	BW452	GP	2		Strategic Vendor	Smith & Warren	S108-BCSO GP	BROWARD COUNTY SHERIFFS OFC HAT BADGE GOLD BLACKINTON CUSTOM	BROWARD COUNTY SHERIFFS OFC HAT BADGE	\$ 66.16
248	RS299 WHT	Good	RS299	WHT	7	CS SYSTEMS COMPANY INC DONT FUME	Not Strategic Vendor		MS24D-250-4-W	COBRA CUFFS DOUBLE LOCKING DISPOSABLE CUFFS 6PK CS SYSTEMS CORP. MS24D-250-4-W	COBRA CUFFS DOUBLE LOCKING DISPOSABLE CUFFS 6PK	\$ 18.50
249	ZL679 BW	Good	ZL679	BW	2	DONTHUME LEATHERGOOD DS	Not Strategic Vendor	Don Hume	S110	DO19 S110 SHOULDER STRAP BLACK BLK VARIOUS SIZES DON HUME S110 BW BR5	DO19 S110 SHOULDER STRAP BLACK	\$ 55.71
250	ZL680 BW	Good	ZL680	BW	80	DONTHUME LEATHERGOOD DS	Not Strategic Vendor	Don Hume	S507	DO19 S507 DEE RING KEEPER BLACK BLK DON HUME S507 DV BR5	DO19 S507 DEE RING KEEPER BLACK	\$ 10.39
251	LP677 BW	Good	LP677	BW	1	DUTYMAN INC	Strategic Vendor	Dutyman	8521SV	DOUBLE MAG HOLDER BLK DUTYMAN 8521SV	DOUBLE MAG HOLDER	\$ 25.00
252	LP682 BW	Best	LP682	BW	149	DUTYMAN INC	Strategic Vendor	Dutyman	3421	GLOVE CASE BLK DUTYMAN 3421	GLOVE CASE	\$ 18.57
253	NP352 BW	Good	NP352	BW	13	BUNDOH/SAFARILAND LLC	Not Strategic Vendor	Blanchi	1159799	ACCUMOLD ELITE BELT KEEPERS BLK BIANCHI/SAFARILAND 1159799	ACCUMOLD ELITE DOUBLE MAG POUCH	\$ 37.33
254	NP1189 BLK	Good	NP1189	BLK	14	High Speed Gear, Inc.	Not Strategic Vendor	High Speed Gear	311B03B	HIGH SPEED INTEGRATED INNER BELT BLK VARIOUS SIZES HIGH SPEED GEAR, INC 311B03B	HIGH SPEED INTEGRATED INNER BELT	\$ 27.43
255	NP1594 OD	Better Option Available	NP1594	OD	14	High Speed Gear, Inc.	Not Strategic Vendor	High Speed Gear	31DBCS3D	COP LOCK DUTY BELT BLK VARIOUS SIZES HIGH SPEED GEAR, INC 31DBCS3D	COP LOCK DUTY BELT	\$ 33.43
256	TB040 OD		TB040	OD	2	High Speed Gear, Inc.	Not Strategic Vendor	High Speed Gear	11MAC00	HSG MULTI ACCESS COMM TACO MOLLE POUCH OLIVE DRAB OD HSG GEAR, INC 11MAC00	HSG MULTI ACCESS COMM TACO MOLLE POUCH	\$ 49.71
257	TB041 OD		TB041	OD	5	High Speed Gear, Inc.	Not Strategic Vendor	High Speed Gear	11TP1020	HSG DOUBLE PISTOL TACO OLIVE DRAB HIGH SPEED GEAR, INC 11TP1020	HSG DOUBLE PISTOL TACO	\$ 47.14
258	TB258 OD		TB258	OD	4	High Speed Gear, Inc.	Not Strategic Vendor	High Speed Gear	11PC0000	LEG TACO MOLLE OLIVE DRAB HIGH SPEED GEAR, INC 11PC0000	LEG TACO MOLLE	\$ 54.00
259	TE1788 OD	Better Option Available	TE1788	OD	6	High Speed Gear, Inc.	Not Strategic Vendor	High Speed Gear	13MA10	MULTI-ACCESS COMM TACO - BELT MOUNT OLIVE DRAB HIGH SPEED GEAR, INC 13MA1000	MULTI-ACCESS COMM TACO - BELT MOUNT	\$ 49.71
260	TE1795 OD	Better Option Available	TE1795	OD	8	High Speed Gear, Inc.	Not Strategic Vendor	High Speed Gear	41EX0000	DUTY EXTENDED PISTOL TACO HOLDER OLIVE DRAB HIGH SPEED GEAR, INC 41EX0000	DUTY EXTENDED PISTOL TACO HOLDER	\$ 38.57
261	TE1918 OD		TE1918	OD	12	High Speed Gear, Inc.	Not Strategic Vendor	High Speed Gear	41PT020	HIGH SPEED GEAR HSG: DUTY DOUBLE PISTOL TACO U-MO OLIVE DRAB HIGH SPEED GEAR, INC 41PT020	HIGH SPEED GEAR HSG: DUTY DOUBLE PISTOL TACO U-MOUNT	\$ 50.57
262	TE2154 OD		TE2154	OD	10	High Speed Gear, Inc.	Not Strategic Vendor	High Speed Gear	41D0000	SINGLE TACO DUTY HANDCUFF POUCH OLIVE DRAB HIGH SPEED GEAR, INC 41D0000	SINGLE TACO DUTY HANDCUFF POUCH	\$ 41.14
263	TP1123 OD		TP1123	OD	3	High Speed Gear, Inc.	Not Strategic Vendor	High Speed Gear	12P0000	HSG POGEY GP MOLLE POUCH BLACK OLIVE DRAB HIGH SPEED GEAR, INC 12P0000	HSG POGEY GP MOLLE POUCH BLACK	\$ 38.57
264	TP1663 OD		TP1663	OD	8	High Speed Gear, Inc.	Not Strategic Vendor	High Speed Gear	13EXT00	EXTENDED PISTOL TACO - BELT MOUNT OLIVE DRAB HIGH SPEED GEAR, INC 13EXT00	EXTENDED PISTOL TACO - BELT MOUNT	\$ 32.57
265	TP573 OD		TP573	OD	6	High Speed Gear, Inc.	Not Strategic Vendor	High Speed Gear	13AT100	TACO - BELT MOUNT OLIVE DRAB HIGH SPEED GEAR, INC 13AT100	HSG: RIFLE TACO ADAPTABLE BELT MOUNT (ABM)	\$ 36.86
266	NT030 GLD PLSH CB	Not Found Use Alternate	NT030	GLD PLSH CB	12		Not Strategic Vendor		0MBG12 CS	ONE LINE BRASS NAMEPLATE GOLD JOHNSON PLATES 0MBG12CS		\$ 2.39
267	GV093 BKBK	Better Option Available	GV093	BKBK	2	MECHANIX WEAR, INC.	Strategic Vendor	Mechanix	MFL-55	MECHANIX WEAR U/PACT FINGERLESS COVERT BLK MECHANIX WEAR MFL-55	MECHANIX WEAR M-PACT FINGERLESS COVERT	\$ 22.80
268	SP849 BLK	Good	SP849	BLK	16	Morrell-Wolverine Worldwide	Not Strategic Vendor	Merrell	J15845	MOAB 2.8 IN TACTICAL WATERPROOF BOOT BLK / COY VARIOUS SIZES MERRELL J15845	MOAB 2.8 IN TACTICAL WATERPROOF BOOT	\$ 120.94
269	SP909 BLK	Good	SP909	BLK	11	Morrell-Wolverine Worldwide	Not Strategic Vendor	Merrell	J15861	MOAB 2 TACTICAL BOOT BLK VARIOUS SIZES MERRELL J15861	MOAB 2 TACTICAL BOOT	\$ 80.34
270	EW565 GRY	Good	EW565	GRY	31	Oakley	Not Strategic Vendor	Oakley	OO9263	OAKLEY ST BALLISTIC DET CORD MATTE BLACK W/US FLAG BLK / GRY OAKLEY OO9263-10	OAKLEY ST BALLISTIC DET CORD MATTE BLACK W/US FLAG	\$ 128.61
271	UH460	Good			1	PERFECT FIT	Not Strategic Vendor	Perfect Fit	180	PAIR OF BREAK AWAY CLIPS PERFECT FIT N/A	PAIR OF BREAK AWAY CLIPS	\$ 15.00
272	NY037 BLK	Best	NY037	BLK	306		Strategic Vendor	Propper	16603752 5028	PROPPER TACTICAL NYLON BELT VARIOUS COLORS VARIOUS SIZES PROPPER 166037525028	PROPPER TACTICAL NYLON BELT	\$ 7.24
273	ZL653 OD	Good	ZL653	OD	1	Propper International Sales	Strategic Vendor	Propper	F650155 3307	100% COTTON BOONIE HAT OLIVE DRAB VARIOUS SIZES PROPPER F6501553307	100% COTTON BOONIE HAT	\$ 8.49
274	HD409B NAV	Not Found Use Alternate	HD409B	NAV	36		Not Found	Richardson		RICHARDSON CAP W/VELCRO CLOSURE NAVY VELCRO RICHARDSON CAPS N/A		\$ 17.49
275	FW627 BLK	Good	FW627	BLK	2	Rocky Brands Wholesale, LLC	Not Strategic Vendor	Rocky	6173	ROCKY ALPHAFORCE ZIPPER COMPOSITE TOE DUTY BOOT BLK VARIOUS SIZES ROCKY 6173	ROCKY ALPHAFORCE ZIPPER COMPOSITE TOE DUTY BOOT	\$ 108.94
276	TE210	Best			60	RESOURCE CO, LTD	Not Strategic Vendor		G5MKPC BLK	GALLS GAS MASK POUCH BLK S.H. RESOURCE CO. G5MKPC BLK	GALLS GAS MASK POUCH	\$ 29.71
277	LP081 CL	Best	LP081	CL	4		Not Strategic Vendor	Safariland	90-9B	STANDARD CUFF CASE WITH SNAP HIGH GLOSS BLK SAFARILAND 90-9B	Safariland Standard Cuff Case with Snap	\$ 35.36
278	LP127 CL	Good	LP127	CL	39		Not Strategic Vendor	Safariland	77-83-9B	77 DOUBLE MAGAZINE HOLDER HIGH GLOSS BLK SAFARILAND 77-83-9B	SAFARILAND 77 DOUBLE MAGAZINE HOLDER	\$ 43.57
279	LP133 CL	Good	LP133	CL	39	SAFARILAND, LLC	Not Strategic Vendor	Safariland	87-36-9B	4 ROW STITCH SAM BROWNE BELT HIGH GLOSS BLK VARIOUS SIZES SAFARILAND 87-36-9B	SAFARILAND 4 ROW STITCH SAM BROWNE BELT	\$ 70.36
280	ZA2026 BLK	Good	ZA2026	BLK	1	SAMUEL BROOME ACCESSOR	Not Strategic Vendor	Samuel Broome	50145	50145 VELCRO BIB SCARF BLK SAMUEL BROOME UNIFORM	50145 VELCRO BIB SCARF	\$ 4.71
281	RS021	Best			129	Smith & Wesson Corp.	Not Strategic Vendor	Smith & Wesson	350103	NICKEL HANDCUFFS NO ENGRAVING SMITH & WESSON 350103	SMITH WESSON NICKEL CUFFS NO ENGRAVING	\$ 22.14
282	RS024	Good			58	Smith & Wesson Corp.	Not Strategic Vendor	Smith & Wesson	350121	NICKLE LEG IRONS NO ENGRAVING SMITH & WESSON 350121	SMITH WESSON NICKLE LEG IRONS NO ENGRAVING	\$ 38.57
283	HW608 FGRN	Better Option Available	HW608	FGRN	1		Not Strategic Vendor	Stratton	S-400B	S-400B DBL BRIM STRAW CAMPAIGN STYLE HAT FORREST STRN VARIOUS SIZES STRATTON HATS, INC S-400B	S-400B DBL BRIM STRAW CAMPAIGN STYLE HAT	\$ 91.00
284	FL051	Best			57	Streamlight	Strategic Vendor	Streamlight	CSP690	IEC TYPE A AC PLUG (100V/120V) CORD STREAMLIGHT CSP690	IEC TYPE A AC PLUG (100V/120V)	\$ 22.80
285	FL439	Best			34	Streamlight	Strategic Vendor	Streamlight	74175	STRION REPLACEMENT BATTERY STREAMLIGHT 74175	STRION REPLACEMENT BATTERY	\$ 29.04
286	FL858	Good			192	Streamlight	Strategic Vendor	Streamlight	54910	STRION LED FLASHLIGHT STREAMLIGHT 54910	STRION LED FLASHLIGHT	\$ 127.26
287	FL958	Best			25	SUREFIRE LLC	Not Strategic Vendor	Surefire	SF6-BC	SUREFIRE Lithium Batteries SUREFIRE SF6-BC	Lithium Batteries	\$ 19.86
288	NP924 BLK BW	Not Found Use Alternate	NP924	BLK BW	196		Not Strategic Vendor		74194	STRION LED FLASHLIGHT HOLDER BLK UNCLE MIKES 74194		\$ 15.71
289	IG2263 BK	Alternate			2	Vertex	Not Found	Eachtime	VTX5010	VERTX EDC COMMUTER BAG BLK VERTX VTX5010	VERTX COMMUTER	\$ 185.71
290	HW261	Not Found Use Alternate	HW261		2		Not Strategic Vendor	Albourn	HW261	METALLIC CAMPAIGN CORD WACORNS SILVER / GOLD W. ALBOURN HAT CO INC HW261		\$ 8.96
291	HW263	Best	HW263		4		Not Strategic Vendor	Albourn	HW263	CAMPAIGN STYLE RAIN COVER CLEAR W. ALBOURN HAT CO INC HW263	CAMPAIGN STYLE RAIN COVER	\$ 6.07
292	TE824 BKWH	Not Found Use Alternate	TE824	BKWH	1		Not Found			GIRO REVEL BIKE HELMET GIRO REVEL		\$ 34.07
293	UN408	Best			1	Hat Trap Inc	Not Strategic Vendor		HT101	CAMPAIGN HAT TRAP CASE BLK HATTRAP HT101	CAMPAIGN HAT TRAP CASE	\$ 77.14
294	LP157 BKBW	Best	LP157	BKBW	1	Hat Trap Inc	Not Strategic Vendor		G4157	1 3/4IN GARRISON BELT GARRISON G4157	GALLS 1 3/4IN GARRISON BELT	\$ 16.84
295	LP604 CL	Better Option Available	LP604	CL	36		Not Strategic Vendor	Gould & Goodrich	H99	SHOULDER STRAP HIGH GLOSS BLK VARIOUS SIZES GOULD & GOODRICH LEATHER	SHOULDER STRAP	\$ 42.44
296	BC1657 RH	Good	BC1657	RH	15	SMITH & WARREN CO	Strategic Vendor	Smith & Warren	5528	SMITH & WARREN S528 CUSTOM BADGE RH	BROWARD SHERIFF CUSTOM S528 BADGE	\$ 50.71
297	BC1657 GP	Good	BC1657	GP	51	SMITH & WARREN CO	Strategic Vendor	Smith & Warren	5528	SMITH & WARREN S528 CUSTOM BADGE GP	BROWARD SHERIFF CUSTOM S528 BADGE	\$ 50.71
298	NT1094 GP	Good	NT1094	GP	79	SMITH & WARREN CO	Strategic Vendor	Smith & Warren	C559	C559_2 TWO LINE NAMEPLATE 2 1/2 X 0.625 GP SMITH & WARREN C559_2	C559 NAMEPLATE 2 SINX 0.625IN	\$ 22.40

299	UA017 SIL / UA018 SIL	Not Found Use Alternate	UA017	SIL / UA018 SIL	103	SECURITY EQUIPMENT CORPORATION	Strategic Vendor	Lawpro		SILVER WHISTLE, METAL NECK CHAIN WITH CLASP UA017 SIL AND UA018 SIL SILVER LAWPRO color - silver		3.27/2.90
300	SD226	Best			340	SECURITY EQUIPMENT CORPORATION	Strategic Vendor	Sabre	52h2010	RED MKIII WATER BASE STREAM SABRE 52h2010	SABRE RED MKIII WATER BASE STREAM	\$ 11.31
301	SD340	Best			174	SECURITY EQUIPMENT CORPORATION	Strategic Vendor	Sabre	52h2010 F	RED MK-3 FOAM SABRE 52h2010-f	SABRE RED MK-3 FOAM	\$ 11.49
302	CT619				381	GALLS INC	Not Strategic Vendor			APPLY NAME STRIP	BROWARD COUNTY APPLY NAMESTRIP	\$ 3.18
303	CT620				115	GALLS INC	Not Strategic Vendor			REMOVE HASHMARKS/APPLY NEW HASHMARK	BROWARD COUNTY REMOVE HASHMARKS/APPLY NEW HASHMARKS	\$ 4.24
304	CT621				44	GALLS INC	Not Strategic Vendor			REMOVE EMBLEM/APPLY NEW EMBLEM PER	BROWARD COUNTY REMOVE EMBLEM/APPLY NEW EMBLEM PER PAIR	\$ 5.30
305	CT622				118	GALLS INC	Not Strategic Vendor			REMOVE NAME STRIP/APPLY NEW NAME STRIP	BROWARD COUNTY REMOVE NAMESTRIP/APPLY NEW NAMESTRIP	\$ 5.30
306	CT623	Not Found Use Alternate			1		Not Found			HEM TROUSERS INTO SHORTS		\$ 8.49
307	CT624				62	GALLS INC	Not Strategic Vendor			RE-HEM TROUSERS	BROWARD COUNTY RE-HEM TROUSERS	\$ 8.49
308	CT625				131	GALLS INC	Not Strategic Vendor			EMBROIDERY ONE LINE ONTO EXISTING GARMENT	BROWARD COUNTY EMBROIDER ONE LINE ONTO EXISTING GARMENT	\$ 3.61
										Embroidery per thread count application		\$ 0.00083
										Emblem application		\$ 3.21
										Heat Press application		\$ 4.67
										Pant striping application		\$ 6.60
	CT626 and HEM01	Not Found Use Alternate	CT626	and HEM01			Not Found			Hemming		\$ -
	CT627									Broward County Add Rank Collar Embroidery		\$ 10.00
										Alterations per application		\$ 5.00

Bid #23013AG

ON-LINE WEB-BASED UNIFORM ORDERING SYSTEM AND ON-SITE FACILITY

Lot: CORE ITEM

Item #	Item	Product Code	Qty	Unit	Galls LLC			Notes
					Prod Code	Price	Total	
23013AG--01-01	STRYKE LONG SLEEVE SHIRT		1	each		78.68	\$78.68	
23013AG--01-02	TACLITE PRO POLY/COTTON RIPSTOP SHIRT		14	each		61.73	\$864.22	
23013AG--01-03	RAPID ASSAULT SHIRT		59	each		76.41	\$4,508.19	
23013AG--01-04	MEN'S PERFORMANCE SHORT SLEEVE POLO		26	each		46.6	\$1,211.60	
23013AG--01-05	MEN'S PERFORMANCE SHORT SLEEVE POLO		1	each		49.91	\$49.91	
23013AG--01-06	TACTICAL LITE PANTS		178	each		43.5	\$7,743.00	
23013AG--01-07	STRYKE PANT W/FLEX TAC		825	each		59.71	\$49,260.75	
23013AG--01-08	WOMEN'S STRYKE PANT		622	each		59.71	\$37,139.62	
23013AG--01-09	MEN'S APEX PANT		103	each		59.71	\$6,150.13	
23013AG--01-10	TEE SHIRT W/APPLIED SCREEN L/C BACK & SLEEVE		43	each		15.09	\$648.87	
23013AG--01-11	CYCLING UNDER SHORT		68	each		32.14	\$2,185.52	
23013AG--01-12	SUPERSHELL JACKET W/GORTEX		3	each		456.79	\$1,370.37	
23013AG--01-13	SUPERSHELL JACKET W/GORTEX		1	each		591.69	\$591.69	
23013AG--01-14	SUPERSHELL JACKET W/GORTEX		1	each		794.03	\$794.03	
23013AG--01-15	SUPERSHELL JACKET W/GORTEX		1	each		794.03	\$794.03	
23013AG--01-16	MEN'S W/P TACHELL PANTS		4	each		90	\$360.00	Gerber Typhoon Rain Pants - Item Number 70U3-L
23013AG--01-17	MEN'S W/P TACHELL PANTS		1	each		90	\$90.00	Gerber Typhoon Rain Pants - Item Number 70U3-L
23013AG--01-18	MEN'S W/P TACHELL PANTS		1	each		90	\$90.00	Gerber Typhoon Rain Pants - Item Number 70U3-L
23013AG--01-19	RAIN COAT W/REFLECTED TAPE 1870C SCREENPRINTED		1	each		21.71	\$21.71	
23013AG--01-20	RAIN COAT W/REFLECTED TAPE 1870C SCREENPRINTED		3	each		23.34	\$70.02	
23013AG--01-21	RAIN COAT W/REFLECTED TAPE 1870C SCREENPRINTED		1	each		26.52	\$26.52	
23013AG--01-22	RAINCOAT W/BACK & LFT CHEST TITLE 48IN SCREENPRINT		30	each		15.91	\$477.30	
23013AG--01-23	RAINCOAT W/BACK & LFT CHEST TITLE 48IN SCREENPRINT		32	each		15.91	\$509.12	
23013AG--01-24	RAINCOAT W/BACK & LFT CHEST TITLE 48IN SCREENPRINT		4	each		15.91	\$63.64	
23013AG--01-25	SUMMIT SOFTSHELLJACKET		37	each		79.93	\$2,957.41	
23013AG--01-26	LIGHTWEIGHT SNAG PROOF POLO		300	each		15.7	\$4,710.00	
23013AG--01-27	LIGHTWEIGHT SNAG PROOF POLO		9	each		17.13	\$154.17	
23013AG--01-28	WOMEN'S LIGHTWEIGHT SNAG PROOF POLO		656	each		31.27	\$20,513.12	
23013AG--01-29	WOMEN'S LIGHTWEIGHT SNAG PROOF POLO		132	each		32.7	\$4,316.40	
23013AG--01-30	WOMEN'S SELECT LIGHTWEIGHT SNAG PROOF POLO		91	each		35.56	\$3,235.96	
23013AG--01-31	WOMEN'S SELECT LIGHTWEIGHT SNAG PROOF POLO		6	each		36.99	\$221.94	
23013AG--01-32	MEN'S SNAG-PROOF TACTICAL LONG SLEEVE POLO		182	each		44.13	\$8,031.66	
23013AG--01-33	MEN'S SNAG-PROOF TACTICAL LONG SLEEVE POLO		16	each		45.56	\$728.96	
23013AG--01-34	MEN'S SNAG-PROOF TACTICAL LONG SLEEVE POLO		8	each		48.41	\$387.28	
23013AG--01-35	MEN'S SNAG-PROOF TACTICAL SHORT SLEEVE POLO		834	each		40.91	\$34,118.94	
23013AG--01-36	MEN'S SNAG-PROOF TACTICAL SHORT SLEEVE POLO		172	each		42.34	\$7,282.48	
23013AG--01-37	MEN'S SNAG-PROOF TACTICAL SHORT SLEEVE POLO		100	each		45.2	\$4,520.00	
23013AG--01-38	MEN'S SNAG-PROOF TACTICAL SHORT SLEEVE POLO		61	each		46.63	\$2,844.43	
23013AG--01-39	MEN'S SNAG-PROOF TACTICAL SHORT SLEEVE POLO		9	each		49.49	\$445.41	
23013AG--01-40	WOMEN'S SNAG-PROOF TACTICAL SHORT SLEEVE POLO		464	each		40.91	\$18,982.24	
23013AG--01-41	WOMEN'S SNAG-PROOF TACTICAL SHORT SLEEVE POLO		79	each		42.34	\$3,344.86	
23013AG--01-42	WOMEN'S SNAG-PROOF TACTICAL SHORT SLEEVE POLO		40	each		45.2	\$1,808.00	
23013AG--01-43	WOMEN'S SNAG-PROOF TACTICAL SHORT SLEEVE POLO		4	each		46.63	\$186.52	
23013AG--01-44	MEN'S PLEATED SHORTS		1	each		20.37	\$20.37	Edwards Utility Chino Flat Front Short - Item # 2437
23013AG--01-45	WOMEN'S POLYESTER SKIRT		35	each		33.19	\$1,161.65	
23013AG--01-46	65/35 POLY/COT MEDIUM LENGTH CHINO SKIRT		7	each		34.94	\$244.58	
23013AG--01-47	WOMEN'S PLEATED SHORTS		1	each		19.06	\$19.06	Edwards Utility Chino Flat Front Short - Item # 8435
23013AG--01-48	THREE PIECE SWIVEL CHIN STRAP		1	each		10.99	\$10.99	
23013AG--01-49	MEN'S COMMAND ZIP FRONT S/S SHIRT		253	each		56.84	\$14,380.52	
23013AG--01-50	MEN'S COMMAND LONG SLEEVE SHIRT W/ZIPPER		23	each		63.53	\$1,461.19	
23013AG--01-51	MEN'S LONG SLEEVE ZIPPER POLICE SHIRT		22	each		53.36	\$1,173.92	
23013AG--01-52	MEN'S SHORT SLEEVE ZIPPER POLICE SHIRT		34	each		48.36	\$1,644.24	
23013AG--01-53	MEN'S LONG SLEEVE HYBRID UNDERVEST SHIRT		265	each		60.27	\$15,971.55	
23013AG--01-54	WOMEN'S LONG SLEEVE HYBRID UNDERVEST SHIRT		35	each		60.27	\$2,109.45	
23013AG--01-55	MEN'S SHORT SLEEVE ZIPPER POLICE SHIRT		1342	each		48.36	\$64,899.12	
23013AG--01-56	WOMEN'S SHORT SLEEVE ZIPPER POLICE SHIRT		589	each		48.36	\$28,484.04	
23013AG--01-57	MEN'S LONG SLEEVE ZIPPER POLICE SHIRT		319	each		53.36	\$17,021.84	
23013AG--01-58	WOMEN'S LONG SLEEVE ZIPPER POLICE SHIRT		106	each		53.36	\$5,656.16	
23013AG--01-59	MEN'S VAPORCORE HYBRID 37.5 PATROL		1347	each		58.77	\$79,163.19	
23013AG--01-60	WOMEN'S VAPORCORE HYBRID 37.5 PATRO		207	each		58.77	\$12,165.39	
23013AG--01-61	MEN'S POLYESTER TROUSERS		70	each		44.9	\$3,143.00	
23013AG--01-62	LADIES POLYESTER TROUSERS		83	each		44.9	\$3,726.70	
23013AG--01-63	MEN'S POLY/COTTON TWILL TROUSERS W/FLEX WAISTBAND		24	each		56.04	\$1,344.96	
23013AG--01-64	LADIES POLY/COTTON TROUSERS		28	each		56.04	\$1,569.12	
23013AG--01-65	POLY TROUSER W/1IN BLACK STRIPE & FREEDOM		2689	each		42.67	\$114,739.63	
23013AG--01-66	WOMEN'S POLY TROUSER W/1IN BLK STRIPE / FREEDOM		1193	each		42.67	\$50,905.31	
23013AG--01-67	WOMAN'S COMMAND ZIP FRONT S/S SHIRT		511	each		48.36	\$24,711.96	
23013AG--01-68	WOMAN'S COMMAND LONG SLEEVE SHIRT W/ZIPPER		32	each		53.36	\$1,707.52	
23013AG--01-69	WHITE SPECIAL "SURE GRIP" COTTON SNAP WRIST GLOVE		2	each		8.21	\$16.42	
23013AG--01-70	COTTON SHORT SLEEVE T-SHIRT		298	each		5.15	\$1,534.70	
23013AG--01-71	COTTON SHORT SLEEVE T-SHIRT		7	each		6.18	\$43.26	
23013AG--01-72	COTTON SHORT SLEEVE T-SHIRT		1	each		9.27	\$9.27	
23013AG--01-73	DOUBLE MAG CASE		176	each		31.03	\$5,461.28	
23013AG--01-74	CUFF CASE		204	each		23.77	\$4,849.08	
23013AG--01-75	AEROSOL CASE		271	each		22.77	\$6,170.67	
23013AG--01-76	KEEPERS		122	each		4.38	\$534.36	
23013AG--01-77	DUTY BELT		286	each		46.05	\$13,170.30	
23013AG--01-78	TROUSER BELT		544	each		26.66	\$14,503.04	
23013AG--01-79	V-NECK CARDIGAN		1	each		42.92	\$42.92	
23013AG--01-80	V-NECK CARDIGAN		1	each		46	\$46.00	
23013AG--01-81	V-NECK CARDIGAN		1	each		47.54	\$47.54	
23013AG--01-82	V-NECK CARDIGAN		1	each		49.08	\$49.08	
23013AG--01-83	V-NECK CARDIGAN		1	each		50.62	\$50.62	

23013AG--01-84	V-NECK CARDIGAN	1 each	52.15	\$52.15
23013AG--01-85	UNISEX JACKET	29 each	98.39	\$2,853.31
23013AG--01-86	WINDBREAKER BUTTON DOWN BLK JACKET	199 each	98.37	\$19,575.63
23013AG--01-87	WINDBREAKER BUTTON DOWN BLK JACKET	61 each	97.37	\$5,939.57
23013AG--01-88	TECH SHORT SLEEVE TWO TONE POLO	150 each	69.61	\$10,441.50
23013AG--01-89	MEN'S SHORT SLEEVE TRIBLEND CREW	150 each	25.46	\$3,819.00
23013AG--01-90	MEN'S SHORT SLEEVE TRIBLEND CREW	10 each	27.44	\$274.40
23013AG--01-91	MEN'S LONG SLEEVE TRIBLEND CREW	66 each	30.07	\$1,984.62
23013AG--01-92	MEN'S LONG SLEEVE TRIBLEND CREW	2 each	30.89	\$61.78
23013AG--01-93	HOLLYWOOD BIKE SHORTS	107 each	66.44	\$7,109.08
23013AG--01-94	HOLLYWOOD BIKE SHORTS	13 each	72.06	\$936.78
23013AG--01-95	HOLLYWOOD BIKE SHORTS	5 each	75	\$375.00
23013AG--01-96	BB CAP LO PROFILE W/BRASS BUCKLE	161 each	10.75	\$1,730.75
23013AG--01-97	SILK SPORT LONG SLEEVE SHIRT	217 each	33.41	\$7,249.97
23013AG--01-98	SUMMER WEIGHT LONG SLEEVE TACTICAL SHIRT	4 each	56.09	\$224.36
23013AG--01-99	SUMMER WEIGHT SHORT SLEEVE TACTICAL SHIRT	1 each	55.97	\$55.97
23013AG--01-100	LIGHTWEIGHT TACTICAL SHORT SLEEVE SHIRT	3 each	47.43	\$142.29
23013AG--01-101	LIGHTWEIGHT TACTICAL LONG SLEEVE SHIRT	3 each	49.89	\$149.67
23013AG--01-102	6 POCKET BATTLE RIP BDU TROUSERS	85 each	29.08	\$2,471.80
23013AG--01-103	BATTLE RIP BDU SHORT 65%POLY / 35% COTTON	1 each	21.99	\$21.99
23013AG--01-104	SUMMER WEIGHT TACTICAL PANTS	21 each	43.8	\$919.80
23013AG--01-105	SUMMER WEIGHT TACTICAL SHORT	53 each	35.5	\$1,881.50
23013AG--01-106	MEN'S LIGHTWEIGHT TACTICAL TROUSERS	1134 each	36.43	\$41,311.62
23013AG--01-107	WOMEN'S LIGHTWEIGHT TACTICAL TROUSERS	746 each	36.43	\$27,176.78
23013AG--01-108	MEN'S TACTICAL SHORT	29 each	28.13	\$815.77
23013AG--01-109	HIGH VISABILITY VEST W/BLK SHERIFF LOCATIONS	173 each	28.84	\$4,989.32
23013AG--01-110	TEE W/PC025 FRNT/PC026 BK & P	125 each	23.69	\$2,961.25
23013AG--01-111	LONG SLEEVE MILITARY TEE W/PC025 FRNT/PC026 BK	93 each	25.76	\$2,395.68
23013AG--01-112	LONG SLEEVE 60/40 T-SHIRT WITH SCREEN PRINTIGN	14 each	26.47	\$370.58
23013AG--01-113	WOMAN'S POLY CROSSOVER TIE W/ COVERED SNAP	66 each	4.64	\$306.24
23013AG--01-114	3IN POLYESTER CLIP ON TIE W/ BUTTONHOLE	145 each	3.79	\$549.55
23013AG--01-115	3IN POLYESTER CLIP ON TIE W/ BUTTONHOLE	1 each	3.79	\$3.79
23013AG--01-116	3IN POLYESTER CLIP ON TIE W/ BUTTONHOLE	43 each	3.93	\$168.99
23013AG--01-117	3IN POLYESTER CLIP ON TIE W/ BUTTONHOLE	9 each	4.21	\$37.89
23013AG--01-118	LONG SLEEVE EASY CARE BUTTON DOWN SHIRT	18 each	34.84	\$627.12
23013AG--01-119	LADIES LONG SLEEVE EASY CARE SHIRT	52 each	34.84	\$1,811.68
23013AG--01-120	POSICHARGE COMPETITOR COTTON TOUCH TEE	37 each	17.29	\$639.73
23013AG--01-121	POSICHARGE COMPETITOR COTTON TOUCH TEE	4 each	18.71	\$74.84
23013AG--01-122	POSICHARGE COMPETITOR COTTON TOUCH TEE	1 each	21.57	\$21.57
23013AG--01-123	POSICHARGE COMPETITOR COTTON TOUCH TEE	1 each	23	\$23.00
23013AG--01-124	LONG CLASSIC MESH SHORT	198 each	11.33	\$2,243.34
23013AG--01-125	LONG CLASSIC MESH SHORT	1 each	12.98	\$12.98
23013AG--01-126	LONG CLASSIC MESH SHORT	1 each	16.32	\$16.32
23013AG--01-127	HEAVY DUTY 3 PIECE PVC RAIN SUIT	67 each	13.8	\$924.60
23013AG--01-128	PERFORMANCE SOFT JACKET W/ SIDE VENT ZIPPER	134 each	123.19	\$16,507.46
23013AG--01-129	SOFT JACKET W/ SIDE VENT	88 each	133.11	\$11,713.68
23013AG--01-130	WEATHERTECH SYSTEMS DELUXE DUTY JACKET	25 each	186.44	\$4,661.00
23013AG--01-131	VIZGUARD RAINPANT	69 each	98.14	\$6,771.66
23013AG--01-132	RAIN PARKA W/BLK L/C L100601 & 2LINE O	79 each	135.8	\$10,728.20
23013AG--01-133	RAGLAN POLO	50 each	30.13	\$1,506.50
23013AG--01-134	POSICHARGE COMPETITOR COTTON TOUCH LONG	18 each	18.71	\$336.78
23013AG--01-135	POSICHARGE COMPETITOR COTTON TOUCH LONG	4 each	20.14	\$80.56
23013AG--01-136	POSICHARGE COMPETITOR COTTON TOUCH LONG	1 each	23	\$23.00
23013AG--01-137	POSICHARGE COMPETITOR COTTON TOUCH LONG	1 each	24.43	\$24.43
23013AG--01-138	WOMEN'S PERFORMANCE LONG SLEEVE POLO	1 each	51.63	\$51.63
23013AG--01-139	WOMENS PERFORMANCE LONG SLEEVE POLO	2 each	51.63	\$103.26
23013AG--01-140	MEN'S PERFORMANCE L/S POLO	1 each	51.63	\$51.63
23013AG--01-141	MEN'S PERFORMANCE L/S POLO	1 each	51.63	\$51.63
23013AG--01-142	MEN'S PERFORMANCE L/S POLO	1 each	51.63	\$51.63

\$936,269.31

Bid #23013 ON-LINE WEB-BASED UNIFORM ORDERING SYSTEM AND ON-SITE FACILITY
Lot: FIRE RESCUE

					Galls LLC			
Item #	Item	Product Code	Qty	Unit	Prod Code	Price	Total	Notes
23013AG--	BEELINE BELT		3	each		12.16	\$36.48	
23013AG--	TDU BELT 1		4	each		14.42	\$57.68	
23013AG--	FAST-TAC L		5	each		36.21	\$181.05	
23013AG--	ABR PRO P		4	each		47.27	\$189.08	
23013AG--	XA PRO GT		3	each		157.55	\$472.65	
23013AG--	BACKPACK		3	each		50.57	\$151.71	
23013AG--	MOURNING		10	each		3.26	\$32.60	
23013AG--	MOURNING		10	each		12.14	\$121.40	
23013AG--	MOURNING		5	each		21.43	\$107.15	
23013AG--	1 1/4IN GA		3	each		17.74	\$53.22	
23013AG--	1 1/4IN GA		3	each		17.74	\$53.22	
23013AG--	1870C SRI		275	each		21.71	\$5,970.25	
23013AG--	ZIP FRNT CI		5	each		52.71	\$263.55	
23013AG--	ZIP FRNT CI		2	each		55.57	\$111.14	
23013AG--	ZIP FRNT CI		2	each		57	\$114.00	
23013AG--	ZIP FRNT CI		2	each		58.43	\$116.86	
23013AG--	UNISEX V-M		5	each		64.99	\$324.95	
23013AG--	CONDOR P		5	each		69.94	\$349.70	
23013AG--	SUMMIT SC		3	each		79.93	\$239.79	
23013AG--	VENTURE P		3	each		68.5	\$205.50	
23013AG--	MEN'S SINC		5	each		195.6	\$978.00	
23013AG--	WOMEN'S		3	each		195.6	\$586.80	
23013AG--	MEN'S LON		24	each		45.1	\$1,082.40	
23013AG--	MEN'S SHC		5	each		40.3	\$201.50	
23013AG--	LADIES SHC		5	each		40.3	\$201.50	
23013AG--	LADIES LON		5	each		45.1	\$225.50	
23013AG--	LADIES SHC		5	each		54.79	\$273.95	
23013AG--	MEN'S POL		10	each		44.9	\$449.00	
23013AG--	MEN'S POL		5	each		44.9	\$224.50	
23013AG--	LADIES POL		12	each		44.9	\$538.80	
23013AG--	ST300 SUPI		3	each		82.14	\$246.42	
23013AG--	FD JACKET		26	each		74.66	\$1,941.16	
23013AG--	FD JACKET		5	each		83.36	\$416.80	
23013AG--	MEN'S PAR		114	each		35.79	\$4,080.06	
23013AG--	MEN'S PAR		78	each		40.71	\$3,175.38	
23013AG--	TEX TROP2		27	each		45.93	\$1,240.11	
23013AG--	TEX TROP2		40	each		49.64	\$1,985.60	
23013AG--	LADIES CHC		11	each		40.71	\$447.81	
23013AG--	LADIES CHC		13	each		35.79	\$465.27	
23013AG--	AGILITY PE		5	each		106.21	\$531.05	
23013AG--	BELL CRWN		9	each		52.86	\$475.74	
23013AG--	BELL CRWN		3	each		52.86	\$158.58	
23013AG--	EXTRACTOI		3	each		67.86	\$203.58	
23013AG--	SI DROP PC		3	each		109.13	\$327.39	
23013AG--	SI HALF JAC		3	each		122	\$366.00	

Page 187

Bid #23013 ON-LINE WEB-BASED UNIFORM ORDERING SYSTEM AND ON-SITE FACILITY

Lot: Patches and Emblem

Item #	Item	Product C	Qty	Unit	Galls LLC		
					Prod Code	Price	Total
23013AG--I	BROWARD		6	each		0.36	\$2.16
23013AG--I	BROWARD		155	each		1	\$155.00
23013AG--I	BROWARD		138	each		0.35	\$48.30
23013AG--I	BROWARD		196	each		0.57	\$111.72
23013AG--I	BROWARD		118	each		1	\$118.00
23013AG--I	BROWARD		59	each		0.44	\$25.96
23013AG--I	BROWARD		4	each		0.61	\$2.44
23013AG--I	BROWARD		6	each		0.45	\$2.70
23013AG--I	BROWARD		1	each		0.68	\$0.68
23013AG--I	BROWARD		13	each		0.42	\$5.46
23013AG--I	BROWARD		78	each		0.57	\$44.46
23013AG--I	BROWARD		4	each		1	\$4.00
23013AG--I	BROWARD		1899	each		1.1	\$2,088.90
23013AG--I	BROWARD		910	each		1.05	\$955.50
23013AG--I	BROWARD		1	each		1	\$1.00
23013AG--I	BROWARD		1	each		2.09	\$2.09
23013AG--I	BROWARD		5000	each		1.23	\$6,150.00
23013AG--I	BROWARD		1	each		0.51	\$0.51
23013AG--I	BROWARD		162	each		1	\$162.00
23013AG--I	BROWARD		107	each		0.72	\$77.04
23013AG--I	HONOR GU		1	each		1.3	\$1.30
23013AG--I	BROWARD		1	each		5.83	\$5.83
23013AG--I	BROWARD		1	each		5.83	\$5.83
23013AG--I	BROWARD		1	each		1.23	\$1.23
							\$9,972.11

Bid #23013 ON-LINE WEB-BASED UNIFORM ORDERING SYSTEM AND ON-SITE FACILITY

Lot: Insignia

Item #	Item	Product C	Qty	Unit	Galls LLC		
					Prod Code	Price	Total
23013AG--I	C521S 3/8"		1	each		29.51	\$29.51
23013AG--I	C518S 3/4"		1	each		23.76	\$23.76
23013AG--I	C519S 1/2"		1	each		23.76	\$23.76
23013AG--I	C530 LARG		1	each		14.59	\$14.59
23013AG--I	C532 SMAL		3	each		14.59	\$43.77
23013AG--I	C522 3/4"		1	each		13.57	\$13.57
23013AG--I	C523 1/2"		2	each		13.57	\$27.14
23013AG--I	C522 LARG		1	each		13.57	\$13.57
23013AG--I	C523 SMAL		1	each		13.57	\$13.57
23013AG--I	C536 SMAL		19	each		13.91	\$264.29
23013AG--I	C540 LARG		1	each		13.91	\$13.91
23013AG--I	C538 LARG		20	each		13.91	\$278.20
23013AG--I	C534 SMAL		59	each		13.91	\$820.69
23013AG--I	C501S 3/8I		3	each		23.57	\$70.71
23013AG--I	A7097-CI N		32	each		11.64	\$372.48

\$2,023.52

Bid #23013 ON-LINE WEB-BASED UNIFORM ORDERING SYSTEM AND ON-SITE FACILITY

Lot: Miscellaneous

Item #	Item	Product C	Qty	Unit	Galls LLC		
					Prod Code	Price	Total
23013AG--I	5.11 EMBR		48	each		13.52	\$648.96
23013AG--I	5.11 ATAC		3	each		111.39	\$334.17
23013AG--I	TACTICAL F		2	each		12.25	\$24.50
23013AG--I	1/2" MOUF		112	each		3.57	\$399.84
23013AG--I	ASP ROTAT		103	each		53.43	\$5,503.29
23013AG--I	BATES HIGI		10	each		61.43	\$614.30
23013AG--I	RECHARGE		6	each		30.29	\$181.74
23013AG--I	GA STRATE		29	each		25	\$725.00
23013AG--I	BROWARD		2	each		66.16	\$132.32
23013AG--I	COBRA CUI		7	each		18.5	\$129.50
23013AG--I	DO19 S110		2	each		55.71	\$111.42
23013AG--I	DO19 S507		80	each		10.39	\$831.20
23013AG--I	DOUBLE M		1	each		25	\$25.00
23013AG--I	GLOVE CAS		149	each		18.57	\$2,766.93
23013AG--I	ACCUMOLI		13	each		37.33	\$485.29
23013AG--I	HIGH SPEEI		14	each		27.43	\$384.02
23013AG--I	COP LOCK I		14	each		33.43	\$468.02
23013AG--I	HSG MULTI		2	each		49.71	\$99.42
23013AG--I	HSG DOUB		5	each		47.14	\$235.70
23013AG--I	LEO TACO I		4	each		54	\$216.00
23013AG--I	MULTI-ACC		6	each		49.71	\$298.26
23013AG--I	DUTY EXTE		8	each		38.57	\$308.56
23013AG--I	HIGH SPEEI		12	each		50.57	\$606.84
23013AG--I	SINGLE TAC		10	each		41.14	\$411.40
23013AG--I	HSG POGEY		3	each		38.57	\$115.71
23013AG--I	EXTENDED		6	each		32.57	\$195.42
23013AG--I	TACO - BEL		6	each		36.86	\$221.16
23013AG--I	ONE LINE B		12	each		2.39	\$28.68
23013AG--I	MECHANIX		2	each		22.8	\$45.60
23013AG--I	MOAB 2 8 I		16	each		120.94	\$1,935.04
23013AG--I	MOAB 2 TA		11	each		80.34	\$883.74
23013AG--I	OAKLEY SI I		31	each		128.61	\$3,986.91
23013AG--I	PAIR OF BR		1	each		15	\$15.00
23013AG--I	PROPPER T		306	each		7.24	\$2,215.44
23013AG--I	100% COTI		1	each		8.49	\$8.49
23013AG--I	RICHARDSC		36	each		17.49	\$629.64
23013AG--I	ROCKY ALP		2	each		108.94	\$217.88
23013AG--I	GALLS GAS		60	each		29.71	\$1,782.60
23013AG--I	STANDARD		4	each		35.36	\$141.44
23013AG--I	#77 DOUBL		39	each		43.57	\$1,699.23
23013AG--I	4 ROW STI		39	each		70.36	\$2,744.04

23013AG--(50145 VEL	1 each	4.71	\$4.71
23013AG--(NICKEL HAI	129 each	22.14	\$2,856.06
23013AG--(NICKLE LEG	58 each	38.57	\$2,237.06
23013AG--(S-40DB DBI	1 each	91	\$91.00
23013AG--(IEC TYPE A	57 each	22.8	\$1,299.60
23013AG--(STRION REI	34 each	29.04	\$987.36
23013AG--(STRION LEI	192 each	127.26	\$24,433.92
23013AG--(SUREFIRE L	25 each	19.86	\$496.50
23013AG--(STRION LEI	196 each	15.71	\$3,079.16
23013AG--(VERTEX ED	2 each	185.71	\$371.42
23013AG--(METALLIC (	2 each	8.96	\$17.92
23013AG--(CAMPAIGN	4 each	6.07	\$24.28
23013AG--(GIRO REVE	1 each	34.07	\$34.07
23013AG--(CAMPAIGN	1 each	77.14	\$77.14
23013AG--(1 3/4IN GA	1 each	16.84	\$16.84
23013AG--(SHOULDER	36 each	42.44	\$1,527.84
23013AG--(SMITH & W	15 each	50.71	\$760.65
23013AG--(SMITH & W	51 each	50.71	\$2,586.21
23013AG--(C559_2 TW	79 each	22.4	\$1,769.60
23013AG--(SILVER WH	103 each	3.27	\$336.81
23013AG--(RED MKIII \	340 each	11.31	\$3,845.40
23013AG--(RED MK-3 I	174 each	11.49	\$1,999.26

\$81,660.51

Bid #23013 ON-LINE WEB-BASED UNIFORM ORDERING SYSTEM AND ON-SITE FACILITY
 Lot: Alterations

Item #	Item	Product C	Qty	Unit	Galls LLC		
					Prod Code	Price	Total
23013AG--I	APPLY NAM		381	each		3.18	\$1,211.58
23013AG--I	REMOVE H		115	each		4.24	\$487.60
23013AG--I	REMOVE EI		44	each		5.3	\$233.20
23013AG--I	REMOVE N		118	each		5.3	\$625.40
23013AG--I	HEM TROU		1	each		8.49	\$8.49
23013AG--I	RE-HEM TR		62	each		8.49	\$526.38
23013AG--I	EMBROIDE		131	each		3.61	\$472.91

\$3,565.56

Bid #23013 ON-LINE WEB-BASED UNIFORM ORDERING SYSTEM AND ON-SITE FACILITY

Lot: Discount from List Price

Item #	Item	Product C	Qty	Unit	Galls LLC		
					Prod Code	Price	Notes
23013AG--	FECHHEIM		1	each		20	20 20% off list price
23013AG--	CORNERST		1	each		20	20 20% off list price
23013AG--	PROPPER		1	each		20	20 20% off list price
23013AG--	SAFARILAN		1	each		20	20 20% off list price
23013AG--	PORT AUTH		1	each		20	20 20% off list price
23013AG--	ELBECO		1	each		20	20 20% off list price
23013AG--	OTHER MA		1	each		15	15 15% off list price

Qualifications

Galls LLC

Item #	Item	Qty	Unit	Proposed		Galls Current		% of Increase
				Price	Total	Price	Total	
23013AG--01-01	STRYKE LONG SLEEVE SHIRT	1	each	\$78.68	\$78.68	\$76.03	\$76.03	3.49%
23013AG--01-02	TACLITE PRO POLY/COTTON RIPSTOP SHIRT	14	each	\$61.73	\$864.22	\$40.31	\$564.34	53.14%
23013AG--01-03	RAPID ASSAULT SHIRT	59	each	\$76.41	\$4,508.19	\$50.47	\$2,977.73	51.40%
23013AG--01-04	MEN'S PERFORMANCE SHORT SLEEVE POLO	26	each	\$46.60	\$1,211.60	\$33.48	\$870.48	39.19%
23013AG--01-05	MEN'S PERFORMANCE SHORT SLEEVE POLO	1	each	\$49.91	\$49.91	\$36.63	\$36.63	36.25%
23013AG--01-06	TACTICAL LITE PANTS	178	each	\$43.50	\$7,743.00	\$43.50	\$7,743.00	0.00%
23013AG--01-07	STRYKE PANT W/FLEX TAC	825	each	\$59.71	\$49,260.75	\$59.40	\$49,005.00	0.52%
23013AG--01-08	WOMEN'S STRYKE PANT	622	each	\$59.71	\$37,139.62	\$54.37	\$33,818.14	9.82%
23013AG--01-09	MEN'S APEX PANT	103	each	\$59.71	\$6,150.13	\$57.42	\$5,914.26	3.99%
23013AG--01-10	TEE SHIRT W/APPLIED SCREEN L/C BACK & SL	43	each	\$15.09	\$648.87	\$15.09	\$648.87	0.00%
23013AG--01-11	CYCLING UNDER SHORT	68	each	\$32.14	\$2,185.52	\$33.99	\$2,311.32	-5.44%
23013AG--01-12	SUPERSHELL JACKET W/GORTEX	3	each	\$456.79	\$1,370.37	\$347.63	\$1,042.89	31.40%
23013AG--01-13	SUPERSHELL JACKET W/GORTEX	1	each	\$591.69	\$591.69	\$599.20	\$599.20	-1.25%
23013AG--01-14	SUPERSHELL JACKET W/GORTEX	1	each	\$794.03	\$794.03	\$794.03	\$794.03	0.00%
23013AG--01-15	SUPERSHELL JACKET W/GORTEX	1	each	\$794.03	\$794.03	\$794.03	\$794.03	0.00%
23013AG--01-16	MEN'S W/P TACHELL PANTS	4	each	\$90.00	\$360.00	\$90.00	\$360.00	0.00%
23013AG--01-17	MEN'S W/P TACHELL PANTS	1	each	\$90.00	\$90.00	\$90.00	\$90.00	0.00%
23013AG--01-18	MEN'S W/P TACHELL PANTS	1	each	\$90.00	\$90.00	\$90.00	\$90.00	0.00%
23013AG--01-19	RAIN COAT W/REFLECTED TAPE 1870C SCREE	1	each	\$21.71	\$21.71	\$20.60	\$20.60	5.39%
23013AG--01-20	RAIN COAT W/REFLECTED TAPE 1870C SCREE	3	each	\$23.34	\$70.02	\$23.34	\$70.02	0.00%
23013AG--01-21	RAIN COAT W/REFLECTED TAPE 1870C SCREE	1	each	\$26.52	\$26.52	\$26.52	\$26.52	0.00%
23013AG--01-22	RAINCOAT W/BACK & LFT CHEST TITLE 48IN S	30	each	\$15.91	\$477.30	\$15.91	\$477.30	0.00%
23013AG--01-23	RAINCOAT W/BACK & LFT CHEST TITLE 48IN S	32	each	\$15.91	\$509.12	\$15.91	\$509.12	0.00%
23013AG--01-24	RAINCOAT W/BACK & LFT CHEST TITLE 48IN S	4	each	\$15.91	\$63.64	\$15.91	\$63.64	0.00%
23013AG--01-25	SUMMIT SOFTSHELLJACKET	37	each	\$79.93	\$2,957.41	\$79.57	\$2,944.09	0.45%
23013AG--01-26	LIGHTWEIGHT SNAG PROOF POLO	300	each	\$15.70	\$4,710.00	\$15.00	\$4,500.00	4.67%
23013AG--01-27	LIGHTWEIGHT SNAG PROOF POLO	9	each	\$17.13	\$154.17	\$15.00	\$135.00	14.20%
23013AG--01-28	WOMEN'S LIGHTWEIGHT SNAG PROOF POLO	656	each	\$31.27	\$20,513.12	\$30.25	\$19,844.00	3.37%
23013AG--01-29	WOMEN'S LIGHTWEIGHT SNAG PROOF POLO	132	each	\$32.70	\$4,316.40	\$31.77	\$4,193.64	2.93%
23013AG--01-30	WOMEN'S SELECT LIGHTWEIGHT SNAG PROC	91	each	\$35.56	\$3,235.96	\$34.93	\$3,178.63	1.80%
23013AG--01-31	WOMEN'S SELECT LIGHTWEIGHT SNAG PROC	6	each	\$36.99	\$221.94	\$36.46	\$218.76	1.45%
23013AG--01-32	MEN'S SNAG-PROOF TACTICAL LONG SLEEVE	182	each	\$44.13	\$8,031.66	\$32.01	\$5,825.82	37.86%
23013AG--01-33	MEN'S SNAG-PROOF TACTICAL LONG SLEEVE	16	each	\$45.56	\$728.96	\$33.36	\$533.76	36.57%
23013AG--01-34	MEN'S SNAG-PROOF TACTICAL LONG SLEEVE	8	each	\$48.41	\$387.28	\$36.17	\$289.36	33.84%
23013AG--01-35	MEN'S SNAG-PROOF TACTICAL SHORT SLEEVI	834	each	\$40.91	\$34,118.94	\$31.26	\$26,070.84	30.87%
23013AG--01-36	MEN'S SNAG-PROOF TACTICAL SHORT SLEEVI	172	each	\$42.34	\$7,282.48	\$30.02	\$5,163.44	41.04%
23013AG--01-37	MEN'S SNAG-PROOF TACTICAL SHORT SLEEVI	100	each	\$45.20	\$4,520.00	\$33.01	\$3,301.00	36.93%
23013AG--01-38	MEN'S SNAG-PROOF TACTICAL SHORT SLEEVI	61	each	\$46.63	\$2,844.43	\$34.45	\$2,101.45	35.36%
23013AG--01-39	MEN'S SNAG-PROOF TACTICAL SHORT SLEEVI	9	each	\$49.49	\$445.41	\$34.45	\$310.05	43.66%
23013AG--01-40	WOMEN'S SNAG-PROOF TACTICAL SHORT SL	464	each	\$40.91	\$18,982.24	\$30.25	\$14,036.00	35.24%
23013AG--01-41	WOMEN'S SNAG-PROOF TACTICAL SHORT SL	79	each	\$42.34	\$3,344.86	\$32.51	\$2,568.29	30.24%
23013AG--01-42	WOMEN'S SNAG-PROOF TACTICAL SHORT SL	40	each	\$45.20	\$1,808.00	\$33.01	\$1,320.40	36.93%
23013AG--01-43	WOMEN'S SNAG-PROOF TACTICAL SHORT SL	4	each	\$46.63	\$186.52	\$36.46	\$145.84	27.89%
23013AG--01-44	MEN'S PLEATED SHORTS	1	each	\$20.37	\$20.37	\$27.20	\$27.20	-25.11%
23013AG--01-45	WOMEN'S POLYESTER SKIRT	35	each	\$33.19	\$1,161.65	\$31.55	\$1,104.25	5.20%
23013AG--01-46	65/35 POLY/COT MEDIUM LENGTH CHINO SK	7	each	\$34.94	\$244.58	\$34.94	\$244.58	0.00%
23013AG--01-47	WOMEN'S PLEATED SHORTS	1	each	\$19.06	\$19.06	\$27.20	\$27.20	-29.93%
23013AG--01-48	THREE PIECE SWIVEL CHIN STRAP	1	each	\$10.99	\$10.99	\$10.99	\$10.99	0.00%
23013AG--01-49	MEN'S COMMAND ZIP FRONT S/S SHIRT	253	each	\$56.84	\$14,380.52	\$41.06	\$10,388.18	38.43%
23013AG--01-50	MEN'S COMMAND LONG SLEEVE SHIRT W/ZI	23	each	\$63.53	\$1,461.19	\$45.46	\$1,045.58	39.75%
23013AG--01-51	MEN'S LONG SLEEVE ZIPPER POLICE SHIRT	22	each	\$53.36	\$1,173.92	\$32.89	\$723.58	62.24%
23013AG--01-52	MEN'S SHORT SLEEVE ZIPPER POLICE SHIRT	34	each	\$48.36	\$1,644.24	\$30.11	\$1,023.74	60.61%
23013AG--01-53	MEN'S LONG SLEEVE HYBRID UNDERVEST SHI	265	each	\$60.27	\$15,971.55	\$56.55	\$14,985.75	6.58%
23013AG--01-54	WOMEN'S LONG SLEEVE HYBRID UNDERVEST	35	each	\$60.27	\$2,109.45	\$54.37	\$1,902.95	10.85%
23013AG--01-55	MEN'S SHORT SLEEVE ZIPPER POLICE SHIRT	1342	each	\$48.36	\$64,899.12	\$30.11	\$40,407.62	60.61%
23013AG--01-56	WOMEN'S SHORT SLEEVE ZIPPER POLICE SHIR	589	each	\$48.36	\$28,484.04	\$30.11	\$17,734.79	60.61%
23013AG--01-57	MEN'S LONG SLEEVE ZIPPER POLICE SHIRT	319	each	\$53.36	\$17,021.84	\$32.89	\$10,491.91	62.24%
23013AG--01-58	WOMEN'S LONG SLEEVE ZIPPER POLICE SHIR	106	each	\$53.36	\$5,656.16	\$32.89	\$3,486.34	62.24%
23013AG--01-59	MEN'S VAPORCORE HYBRID 37.5 PATROL	1347	each	\$58.77	\$79,163.19	\$51.89	\$69,895.83	13.26%
23013AG--01-60	WOMEN'S VAPORCORE HYBRID 37.5 PATRO	207	each	\$58.77	\$12,165.39	\$51.89	\$10,741.23	13.26%
23013AG--01-61	MEN'S POLYESTER TROUSERS	70	each	\$44.90	\$3,143.00	\$31.37	\$2,195.90	43.13%
23013AG--01-62	LADIES POLYESTER TROUSERS	83	each	\$44.90	\$3,726.70	\$31.37	\$2,603.71	43.13%
23013AG--01-63	MEN'S POLY/COTTON TWILL TROUSERS W/FL	24	each	\$56.04	\$1,344.96	\$51.99	\$1,247.76	7.79%
23013AG--01-64	LADIES POLY/COTTON TROUSERS	28	each	\$56.04	\$1,569.12	\$51.99	\$1,455.72	7.79%
23013AG--01-65	POLY TROUSER W/1IN BLACK STRIPE & FREE	2689	each	\$42.67	\$114,739.63	\$28.70	\$77,174.30	48.68%
23013AG--01-66	WOMEN'S POLY TROUSER W/1IN BLK STRIPE	1193	each	\$42.67	\$50,905.31	\$28.70	\$34,239.10	48.68%
23013AG--01-67	WOMAN'S COMMAND ZIP FRONT S/S SHIRT	511	each	\$48.36	\$24,711.96	\$44.04	\$22,504.44	9.81%
23013AG--01-68	WOMAN'S COMMAND LONG SLEEVE SHIRT V	32	each	\$53.36	\$1,707.52	\$45.72	\$1,463.04	16.71%
23013AG--01-69	WHITE SPECIAL "SURE GRIP" COTTON SNAP V	2	each	\$8.21	\$16.42	\$8.32	\$16.64	-1.33%
23013AG--01-70	COTTON SHORT SLEEVE T-SHIRT	298	each	\$5.15	\$1,534.70	\$5.15	\$1,534.70	0.00%
23013AG--01-71	COTTON SHORT SLEEVE T-SHIRT	7	each	\$6.18	\$43.26	\$6.18	\$43.26	0.00%
23013AG--01-72	COTTON SHORT SLEEVE T-SHIRT	1	each	\$9.27	\$9.27	\$9.27	\$9.27	0.00%
23013AG--01-73	DOUBLE MAG CASE	176	each	\$31.03	\$5,461.28	\$19.05	\$3,352.80	62.89%
23013AG--01-74	CUFF CASE	204	each	\$23.77	\$4,849.08	\$17.41	\$3,551.64	36.53%
23013AG--01-75	AEROSOL CASE	271	each	\$22.77	\$6,170.67	\$16.27	\$4,409.17	39.95%
23013AG--01-76	KEEPERS	122	each	\$4.38	\$534.36	\$2.83	\$345.26	54.77%
23013AG--01-77	DUTY BELT	286	each	\$46.05	\$13,170.30	\$34.55	\$9,881.30	33.29%
23013AG--01-78	TROUSER BELT	544	each	\$26.66	\$14,503.04	\$20.08	\$10,923.52	32.77%
23013AG--01-79	V-NECK CARDIGAN	1	each	\$42.92	\$42.92	\$42.92	\$42.92	0.00%
23013AG--01-80	V-NECK CARDIGAN	1	each	\$46.00	\$46.00	\$46.00	\$46.00	0.00%

23013AG--01-81	V-NECK CARDIGAN	1 each	\$47.54	\$47.54	\$47.54	\$47.54	0.00%
23013AG--01-82	V-NECK CARDIGAN	1 each	\$49.08	\$49.08	\$49.08	\$49.08	0.00%
23013AG--01-83	V-NECK CARDIGAN	1 each	\$50.62	\$50.62	\$50.62	\$50.62	0.00%
23013AG--01-84	V-NECK CARDIGAN	1 each	\$52.15	\$52.15	\$52.15	\$52.15	0.00%
23013AG--01-85	UNISEX JACKET	29 each	\$98.39	\$2,853.31	\$74.95	\$2,173.55	31.27%
23013AG--01-86	WINDBREAKER BUTTON DOWN BLK JACKET	199 each	\$98.37	\$19,575.63	\$34.99	\$6,963.01	181.14%
23013AG--01-87	WINDBREAKER BUTTON DOWN BLK JACKET	61 each	\$97.37	\$5,939.57	\$34.99	\$2,134.39	178.28%
23013AG--01-88	TECH SHORT SLEEVE TWO TONE POLO	150 each	\$69.61	\$10,441.50	\$69.61	\$10,441.50	0.00%
23013AG--01-89	MEN'S SHORT SLEEVE TRIBLEND CREW	150 each	\$25.46	\$3,819.00	\$15.42	\$2,313.00	65.11%
23013AG--01-90	MEN'S SHORT SLEEVE TRIBLEND CREW	10 each	\$27.44	\$274.40	\$16.88	\$168.80	62.56%
23013AG--01-91	MEN'S LONG SLEEVE TRIBLEND CREW	66 each	\$30.07	\$1,984.62	\$18.67	\$1,232.22	61.06%
23013AG--01-92	MEN'S LONG SLEEVE TRIBLEND CREW	2 each	\$30.89	\$61.78	\$19.83	\$39.66	55.77%
23013AG--01-93	HOLLYWOOD BIKE SHORTS	107 each	\$66.44	\$7,109.08	\$66.44	\$7,109.08	0.00%
23013AG--01-94	HOLLYWOOD BIKE SHORTS	13 each	\$72.06	\$936.78	\$66.44	\$863.72	8.46%
23013AG--01-95	HOLLYWOOD BIKE SHORTS	5 each	\$75.00	\$375.00	\$75.00	\$375.00	0.00%
23013AG--01-96	BB CAP LO PROFILE W/BRASS BUCKLE	161 each	\$10.75	\$1,730.75	\$10.75	\$1,730.75	0.00%
23013AG--01-97	SILK SPORT LONG SLEEVE SHIRT	217 each	\$33.41	\$7,249.97	\$25.99	\$5,639.83	28.55%
23013AG--01-98	SUMMER WEIGHT LONG SLEEVE TACTICAL SHIRT	4 each	\$56.09	\$224.36	\$49.44	\$197.76	13.45%
23013AG--01-99	SUMMER WEIGHT SHORT SLEEVE TACTICAL SHIRT	1 each	\$55.97	\$55.97	\$48.15	\$48.15	16.24%
23013AG--01-100	LIGHTWEIGHT TACTICAL SHORT SLEEVE SHIRT	3 each	\$47.43	\$142.29	\$47.43	\$142.29	0.00%
23013AG--01-101	LIGHTWEIGHT TACTICAL LONG SLEEVE SHIRT	3 each	\$49.89	\$149.67	\$49.44	\$148.32	0.91%
23013AG--01-102	6 POCKET BATTLE RIP BDU TROUSERS	85 each	\$29.08	\$2,471.80	\$29.08	\$2,471.80	0.00%
23013AG--01-103	BATTLE RIP BDU SHORT 65%POLY / 35% COTTON	1 each	\$21.99	\$21.99	\$21.22	\$21.22	3.63%
23013AG--01-104	SUMMER WEIGHT TACTICAL PANTS	21 each	\$43.80	\$919.80	\$40.31	\$846.51	8.66%
23013AG--01-105	SUMMER WEIGHT TACTICAL SHORT	53 each	\$35.50	\$1,881.50	\$33.95	\$1,799.35	4.57%
23013AG--01-106	MEN'S LIGHTWEIGHT TACTICAL TROUSERS	1134 each	\$36.43	\$41,311.62	\$32.98	\$37,399.32	10.46%
23013AG--01-107	WOMEN'S LIGHTWEIGHT TACTICAL TROUSER	746 each	\$36.43	\$27,176.78	\$33.97	\$25,341.62	7.24%
23013AG--01-108	MEN'S TACTICAL SHORT	29 each	\$28.13	\$815.77	\$27.58	\$799.82	1.99%
23013AG--01-109	HIGH VISABILITY VEST W/BLK SHERIFF LOGO	173 each	\$28.84	\$4,989.32	\$28.84	\$4,989.32	0.00%
23013AG--01-110	TEE W/PC025 FRNT/PC026 BK & P	125 each	\$23.69	\$2,961.25	\$14.21	\$1,776.25	66.71%
23013AG--01-111	LONG SLEEVE MILITARY TEE W/PC025 FRNT/I	93 each	\$25.76	\$2,395.68	\$18.41	\$1,712.13	39.92%
23013AG--01-112	LONG SLEEVE 60/40 T-SHIRT WITH SCREEN PRINT	14 each	\$26.47	\$370.58	\$18.41	\$257.74	43.78%
23013AG--01-113	WOMAN'S POLY CROSSOVER TIE W/ COVERED	66 each	\$4.64	\$306.24	\$4.64	\$306.24	0.00%
23013AG--01-114	3IN POLYESTER CLIP ON TIE W/ BUTTONHOLE	145 each	\$3.79	\$549.55	\$2.43	\$352.35	55.97%
23013AG--01-115	3IN POLYESTER CLIP ON TIE W/ BUTTONHOLE	1 each	\$3.79	\$3.79	\$2.43	\$2.43	55.97%
23013AG--01-116	3IN POLYESTER CLIP ON TIE W/ BUTTONHOLE	43 each	\$3.93	\$168.99	\$3.93	\$168.99	0.00%
23013AG--01-117	3IN POLYESTER CLIP ON TIE W/ BUTTONHOLE	9 each	\$4.21	\$37.89	\$4.21	\$37.89	0.00%
23013AG--01-118	LONG SLEEVE EASY CARE BUTTON DOWN SHIRT	18 each	\$34.84	\$627.12	\$34.72	\$624.96	0.35%
23013AG--01-119	LADIES LONG SLEEVE EASY CARE SHIRT	52 each	\$34.84	\$1,811.68	\$35.76	\$1,859.52	-2.57%
23013AG--01-120	POSICHARGE COMPETITOR COTTON TOUCH T-SHIRT	37 each	\$17.29	\$639.73	\$16.48	\$609.76	4.92%
23013AG--01-121	POSICHARGE COMPETITOR COTTON TOUCH T-SHIRT	4 each	\$18.71	\$74.84	\$15.00	\$60.00	24.73%
23013AG--01-122	POSICHARGE COMPETITOR COTTON TOUCH T-SHIRT	1 each	\$21.57	\$21.57	\$15.00	\$15.00	43.80%
23013AG--01-123	POSICHARGE COMPETITOR COTTON TOUCH T-SHIRT	1 each	\$23.00	\$23.00	\$23.00	\$23.00	0.00%
23013AG--01-124	LONG CLASSIC MESH SHORT	198 each	\$11.33	\$2,243.34	\$11.33	\$2,243.34	0.00%
23013AG--01-125	LONG CLASSIC MESH SHORT	1 each	\$12.98	\$12.98	\$12.50	\$12.50	3.84%
23013AG--01-126	LONG CLASSIC MESH SHORT	1 each	\$16.32	\$16.32	\$14.00	\$14.00	16.57%
23013AG--01-127	HEAVY DUTY 3 PIECE PVC RAIN SUIT	67 each	\$13.80	\$924.60	\$8.70	\$582.90	58.62%
23013AG--01-128	PERFORMANCE SOFT JACKET W/ SIDE VENT ZIP	134 each	\$123.19	\$16,507.46	\$93.97	\$12,591.98	31.10%
23013AG--01-129	SOFT JACKET W/ SIDE VENT	88 each	\$133.11	\$11,713.68	\$93.97	\$8,269.36	41.65%
23013AG--01-130	WEATHERTECH SYSTEMS DELUXE DUTY JACKET	25 each	\$186.44	\$4,661.00	\$156.67	\$3,916.75	19.00%
23013AG--01-131	VIZGUARD RAINPANT	69 each	\$98.14	\$6,771.66	\$72.24	\$4,984.56	35.85%
23013AG--01-132	RAIN PARKA W/BLK L/C L100601 & 2LINE O	79 each	\$135.80	\$10,728.20	\$106.30	\$8,397.70	27.75%
23013AG--01-133	RAGLAN POLO	50 each	\$30.13	\$1,506.50	\$26.00	\$1,300.00	15.88%
23013AG--01-134	POSICHARGE COMPETITOR COTTON TOUCH T-SHIRT	18 each	\$18.71	\$336.78	\$18.54	\$333.72	0.92%
23013AG--01-135	POSICHARGE COMPETITOR COTTON TOUCH T-SHIRT	4 each	\$20.14	\$80.56	\$19.03	\$76.12	5.83%
23013AG--01-136	POSICHARGE COMPETITOR COTTON TOUCH T-SHIRT	1 each	\$23.00	\$23.00	\$21.95	\$21.95	4.78%
23013AG--01-137	POSICHARGE COMPETITOR COTTON TOUCH T-SHIRT	1 each	\$24.43	\$24.43	\$23.28	\$23.28	4.94%
23013AG--01-138	WOMEN'S PERFORMANCE LONG SLEEVE POLYESTER	1 each	\$51.63	\$51.63	\$41.38	\$41.38	24.77%
23013AG--01-139	WOMEN'S PERFORMANCE LONG SLEEVE POLYESTER	2 each	\$51.63	\$103.26	\$38.11	\$76.22	35.48%
23013AG--01-140	MEN'S PERFORMANCE L/S POLO	1 each	\$51.63	\$51.63	\$39.25	\$39.25	31.54%
23013AG--01-141	MEN'S PERFORMANCE L/S POLO	1 each	\$51.63	\$51.63	\$39.25	\$39.25	31.54%
23013AG--01-142	MEN'S PERFORMANCE L/S POLO	1 each	\$51.63	\$51.63	\$39.25	\$39.25	31.54%

Total

\$936,269.31

\$733,264.84

Average Percentage
21.85% Increase



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 12, 2023		
Agenda Item Name		
Martin Luther King, Jr. Day Event Request		
Requested Action		
Recommend allowing Christian Men In Action to have the Martin Luther King Day event, with road closures (parade), and signs placed on City property. The event begins at McKinney Park will continue to Waterfront Park on January 15, 2024.		
Staff Report		
Christian Men In Action along with the Lincoln Park Rams is requesting to have the Martin Luther King Day event, with road closures (parade), and signs placed on City property. The event would begin at McKinney Park and continues to Waterfront Park on January 15, 2024. The event is co-sponsored by the City. Road closures would begin at 9:00 a.m. and would be as follows: -Bloxam Ave. at McKinney -East Ave., Northbound lane until Palm Street heading into Waterfront Park They are also requesting that signage be put up on City property two weeks before the event. Install would be 1/3/24 and removal would be 1/16/24.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. MLK Waterfront event application	MLK Waterfront event application.pdf	
2. MLK PARADE application	MLK PARADE application.pdf	
3. 2024 MLK Parade route-police postions	2024 MLK Parade route-police postions.jpg	
4. map small version	map small version.pdf	



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 16 OCTOBER 2023
Name of Event Dr. Martin Luther King Jr. Celebration + PARADE
Date(s) of Event 15 January 2024 Estimated Attendance: 300 - 400
Event Start Time: 11 AM Event End Time: 4 PM
Before Event Setup Time: 7 AM After Event Cleanup Time: 4 PM
Name of Organization/Applicant Christian Men In Action

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

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

Non-Profit documentation must be provided with application.

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

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

Federal ID # or Driver's License # _____

Event Contact Tim Murry Email tleemurry0754@gmail.com

Day Phone _____ Cell Phone 352 217 1140

Address P O Box 331 City Minneola State FL Zip 34755

Secondary Contact _____ Phone # _____

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

Briefly Describe Event: This event is a day of celebration in recognition of Dr. Martin Luther King Jr.

The event will consist of a DJ and various forms of entertainment from individuals and businesses in the local

community. The event is free to the public. PARADE with Road closures (see maps)

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

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

Other Location: _____

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☐ Yes ☒ No

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

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* 10' x 10'

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

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

Additional permits may be required based on use

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

Gas Fueled Equipment: ☒ Yes ☐ No Describe Use: Fuel for Generators

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

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

Cooking Equipment Use: ☐ Yes ☐ No

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

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

Insurance may be required by provider

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

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

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

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

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

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

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

Live Television or Radio Broadcast: ☐ Yes ☒ No

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

Describe:

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

Banners or Attention Getting Devices: ☒ Yes ☐ No

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

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

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

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

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

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

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:	Dr. Martin Luther King Jr. Celebration		
DATE OF EVENT:	15 January 2024		
EVENT CONTACT:	Tim Murry		
REFUND MAILING ADDRESS:	P O Box 331		
	Street Address		
	Minneola	FL	34755
	City	ST	Zip
CELL PHONE:	352 217 1140		

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

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

Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.				
	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
VICTORY POINTE				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$35	\$35	Per Person, Per Hour	
Public Works Event Staff	\$35	\$35	4 hr. min, per staff	
Police Officer	\$42	\$42	4 hr. min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
				Sales Tax
GRAND TOTAL				

Resident/Non-Profit rate is defined as

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

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

Non-Resident/Business rate is defined as

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

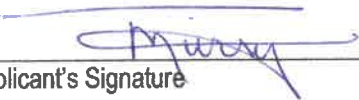
**Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

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

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

Indemnification, Insurance and Additional Costs

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

 _____ Applicant's Signature	President, Christian Men in Action _____ Title
TIMOTHY MURRY _____ Printed Name	16 October 2023 _____ Date

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

Department / Division Routing:

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

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

SPECIAL EVENT PERMIT APPLICATION GUIDELINES

- Following submittal of a Special Event Permit Application the application is sent to all departments for review and comments.
- A meeting may be scheduled with the Applicant within approximately 10 business days of application submittal.
- During the meeting all impacted departments will have an opportunity to ask questions and notify applicant of any additional services required.
- Applicant must then submit all required items.
- Once all requirements have been met, Parks and Recreation staff will be in contact with applicant to let them know if application has been approved.
- The length of time from submittal to approved permit will be determined by how quickly the applicant can supply required items.
- Items such as alcohol will require additional time for City Council approval.
- All special event applications are subject to City Council approval.
- Any event with an estimated attendance of 500 or more people and/or amplified music/demonstrations shall be required to have application reviewed by City Council.
- Any event utilizing a body of water or another municipality may be required to have approval from other entities such as Lake County or FLDEP.

DOCUMENTS TO BE INCLUDED WITH SIGNED / COMPLETED APPLICATION

Please check appropriate boxes below and return with signed application, questionnaire and cost estimator

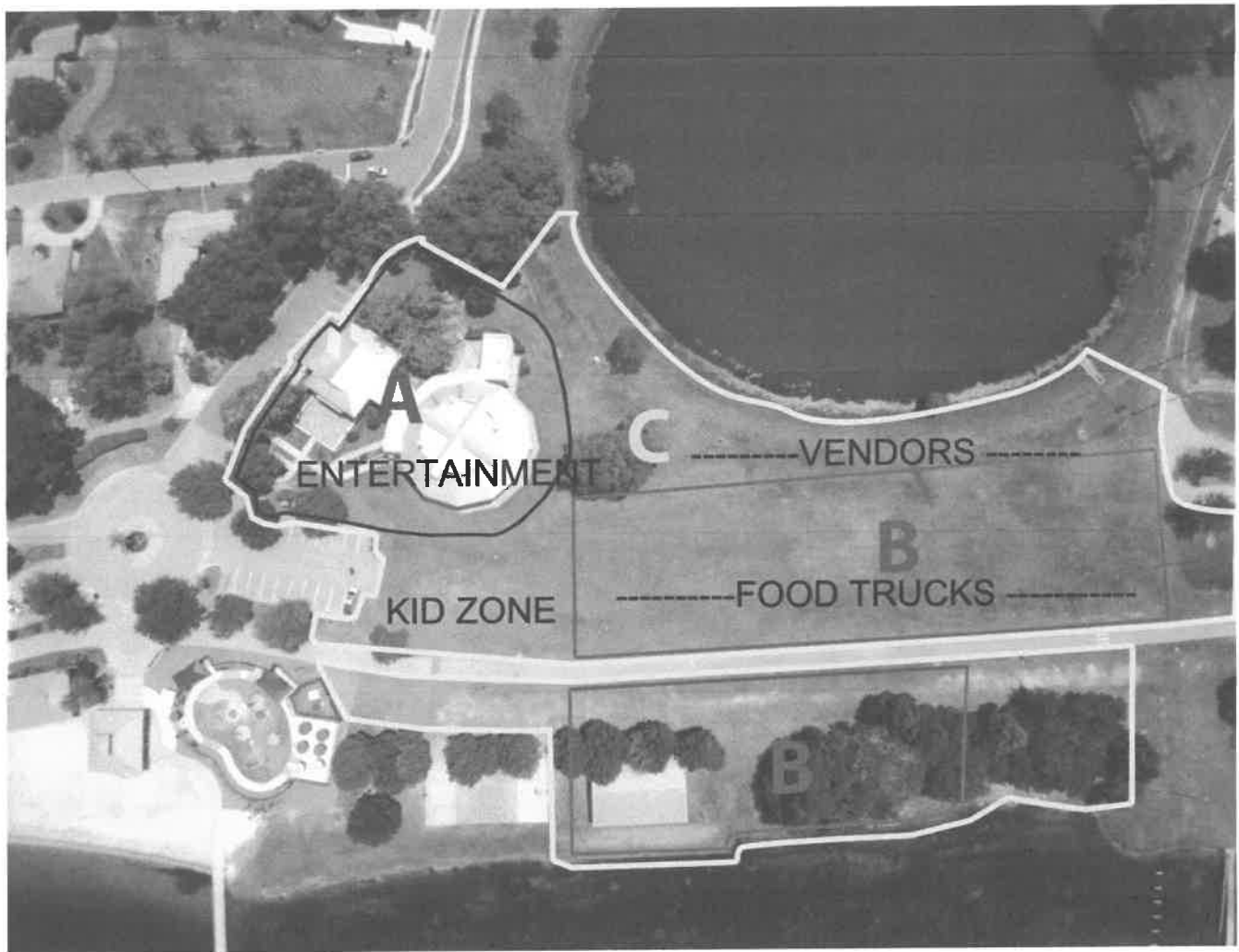
- ☒ 1. Completed Application
- ☐ 2. Application Fee and Deposit
- ☐ 3. Cost Estimator
- ☒ 4. Insurance Liability - Certificate of Insurance naming the City of Clermont as additional insured
- ☐ 5. Alcohol Permit - *(if applicable)*
- ☐ 6. Sign Requirements - *(if applicable)*
- ☐ 7. Road Closure locations - *(if applicable)*
- ☐ 8. Race Course Map - *(if applicable)* which includes water stations, turnaround points, turn by turn instructions
- ☒ 9. Site Plan
- ☐ 10. FLDEP Approval *(if applicable)*
- ☐ 11. Lake County Application *(if applicable)*

THE FOLLOWING ITEMS MUST BE NOTED ON YOUR SITE PLAN

Maximum Size of 8 ½ x 11" including the following information:

✓	N/A	
☒	☐	Location of food vendor area(s)
☒	☐	Canopy/Tent Locations w/ sizes
☐	☐	Fuel storage/dispensing areas
☐	☐	Emergency Access Route for EMS & Fire
☒	☐	Location of vendor booths & games
☐	☐	Location of fire extinguishers and other safety equipment
☐	☐	Location of fire extinguishers & other required life safety equipment
☐	☐	Description of sound amplification facilities or equipment to be utilized
☐	☐	Location and description of Attention Getting Devices (Balloons, etc.)
☐	☐	Location of generators
☐	☐	Location of temporary power drop
☐	☐	Rides with descriptions
☐	☐	Identify any fences/gates around event
☐	☐	Stage locations
☒	☐	Table, chair, and equipment layout
☐	☐	Traffic routing, road closures, separation of parking area from event
☐	☐	City facilities or equipment to be utilized
☐	☐	Location and description of banners or signage (not permitted in ROW)
☐	☐	Location of portable restrooms

MAP 1





POS SALES RECEIPT

Clermont City Center

620 West Montrose Street

CLERMONT FL 34711

Phone: (352)708-5975

Fed Tax ID: 59-6000290

Clerk: rrice

Date: 10/16/2023 @ 9:02 am

H/H: Christian Men in Action Community Developm

H/H #: 1094

Christian Men in Action Community Developme

Description	Ext Price
Application Fee	10.00

Total New Fees	10.00
----------------	-------

Total Due	10.00
------------------	--------------

Total Fees Paid	10.00
-----------------	-------

Total Paid	10.00
-------------------	--------------

Payment of: 10.00 Made By: Check With

Reference: 1288

Receipt # 105799



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 10/18/23
Name of Event MLK Parade
Date(s) of Event 1/15/24 Estimated Attendance: _____
Event Start Time: 10 am Event End Time: 11 am
Before Event Setup Time: 9 am After Event Cleanup Time: _____
Name of Organization/Applicant Lincoln Park Rams MC

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

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

Non-Profit documentation must be provided with application.

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

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

Federal ID # or Driver's License # _____

Event Contact James A. McGriff Email jamesamcgriff@yahoo.com

Day Phone _____ Cell Phone 321 689 7718

Address 580 Sky Top Dr. City Ocoee State FL Zip 34761

Secondary Contact _____ Phone # _____

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

Briefly Describe Event: Parade honoring MLK starting at McKinney Park and ending at the waterfront. There will be approx 40 veh's, floats and walking groups participating

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

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

Other Location: _____

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:

DATE OF EVENT:

EVENT CONTACT:

REFUND MAILING ADDRESS:

1-15-24 MLK Parade
1-15-24
James A. McGriff
580 Sky Top Rd.
 Street Address
06001 Fl. 34761
 City ST Zip
321-689-7718

CELL PHONE:

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

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

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

Resident/Non-Profit rate is defined as

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

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

Non-Resident/Business rate is defined as

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

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

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

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

Indemnification, Insurance and Additional Costs

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


Applicant's Signature

Treasurer
Title

James A. McGriff
Printed Name

10/18/23
Date

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

Department / Division Routing:

a) Parks & Rec. Dept.

b) Police Department

c) Fire Department

d) Public Works Dept.

e) Development Services Dept.

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

Alcohol Served: ☐ Yes ☒ No

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

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

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

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

Additional permits may be required based on use

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

Gas Fueled Equipment: ☐ Yes ☐ No Describe Use: _____

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

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

Cooking Equipment Use: ☐ Yes ☐ No

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

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

Insurance may be required by provider

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

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☐ No

If Yes, requires separate approval process completed by Company with the Fire Prevention Division.

The release of Sky Lanterns is not permitted under state law.

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

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

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

If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.

Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Live Television or Radio Broadcast: ☐ Yes ☐ No

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

Describe: _____

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

Banners or Attention Getting Devices: ☐ Yes ☐ No

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

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

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

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

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

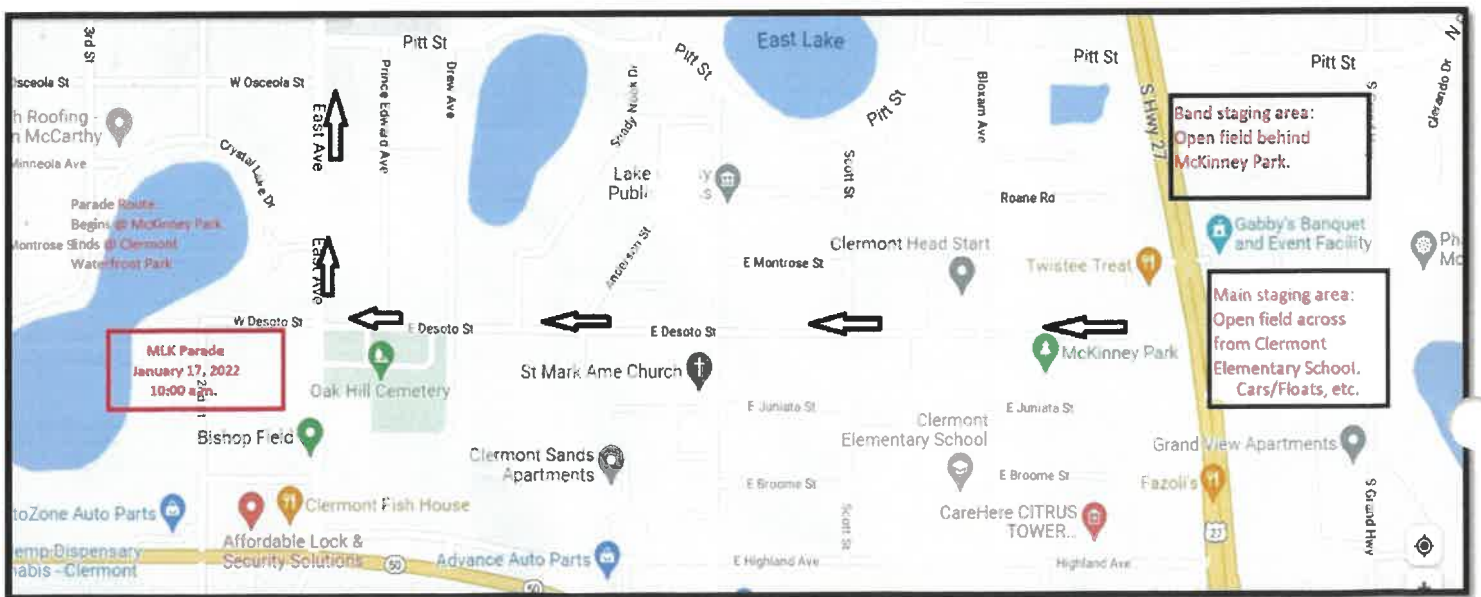
Boat ramp closure request will only be considered by the City Council for events that have over 1000 expected in attendance.

INCIDENT BRIEFING

RESOURCE SUMMARY

"Martin Luther King, Jr." Event







CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 12, 2023		
Agenda Item Name		
Honor the Fallen 5k road closure request		
Requested Action		
Request approval of road closure for February 24, 2024, from 11am to 8:30pm for the Honor the Fallen 5k		
Staff Report		
Clermont Police Department is requesting West Minneola Avenue between 7th and 8th from 11:00am to 8:30pm for their Honor the Fallen 5k. The event will take place on February 24, 2024. This is the 4th year that this event has taken place and the participation in the event rises each year. The road closure request is for the safety of all the participants and spectators.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. application	application.pdf	
2. map	map.pdf	



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 10.30.23
Name of Event CPD Honoring the Fallen 5K
Date(s) of Event Feb. 24, 2024 Estimated Attendance: 400
Event Start Time: 5:30pm Event End Time: 7:00pm
Before Event Setup Time: 11:00am After Event Cleanup Time: 8:30pm
Name of Organization/Applicant Clermont Police Department

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

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

Non-Profit documentation must be provided with application.

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

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

Federal ID # or Driver's License # _____

Event Contact Kelly Brown Email kbrown@clermontfl.org

Day Phone _____ Cell Phone _____

Address _____ City _____ State _____ Zip _____

Secondary Contact _____ Phone # _____

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

Briefly Describe Event: 5K run/walk/job event to honor officers

whom have lost their lives or were seriously injured.

Race will begin and end in front of Sunreck Brewery. See attached
map.

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

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

Other Location: _____

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☐ Yes ☒ No

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

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* Several 10x10

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

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

Additional permits may be required based on use

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

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

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

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

Cooking Equipment Use: ☐ Yes ☒ No

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

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

Insurance may be required by provider

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

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

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

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

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

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

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

Live Television or Radio Broadcast: ☐ Yes ☒ No

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

Describe: Two speakers, play music, make announcements
If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☒ Yes ☐ No

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

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

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

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

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

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

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

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

Non-Resident/Business rate is defined as

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

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

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

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

Indemnification, Insurance and Additional Costs

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

 #248
Applicant's Signature

OFFICER
Title

KELLY BROWN
Printed Name

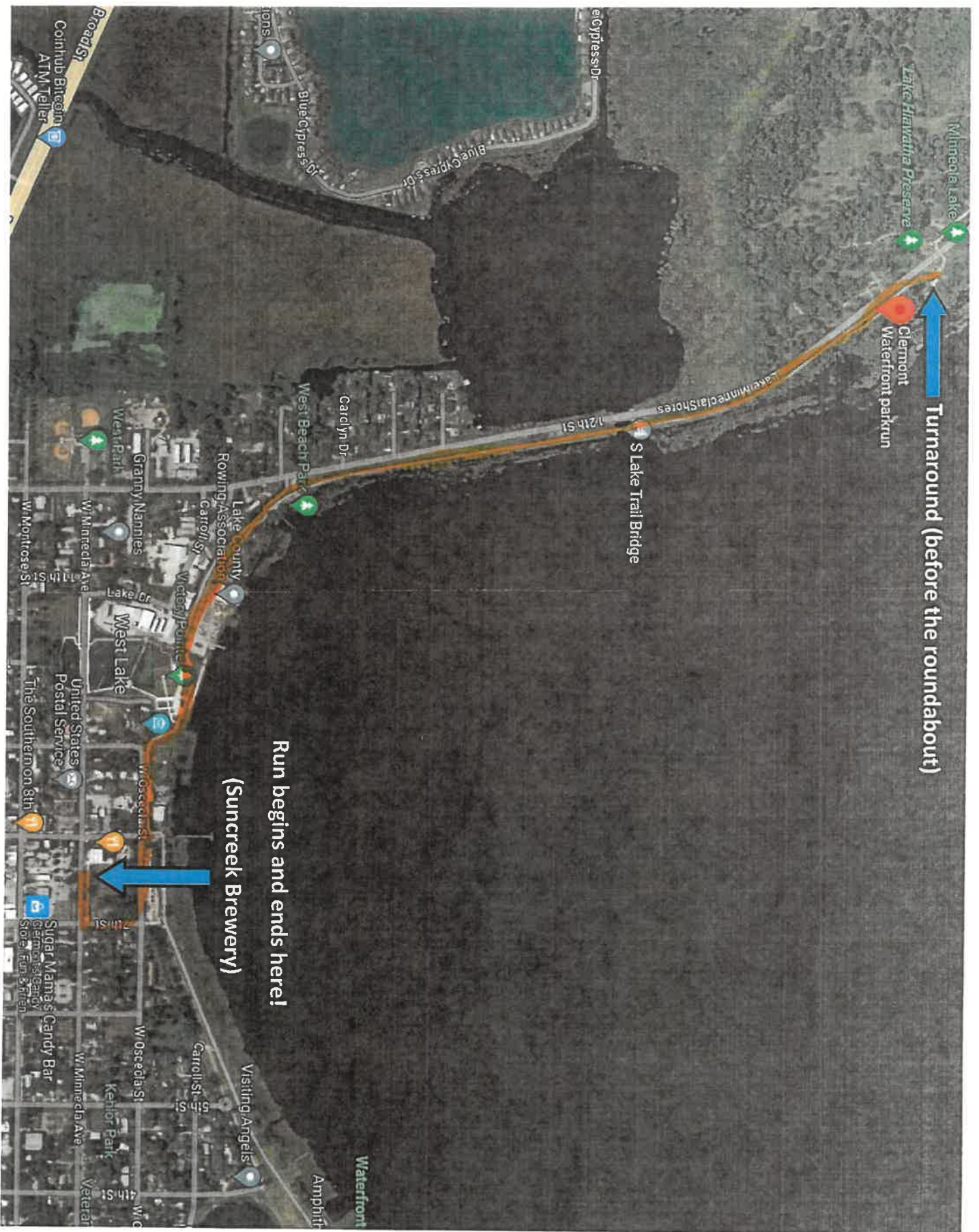
10.30.23
Date

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

Department / Division Routing:

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

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



FACILITY SALES RECEIPT



Receipt # 106683
Payment Date: 11/01/23
Household: 999999998

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

Internal Parks & Recreation
3700 S Hwy 27
Clermont FL 34711

Reservation Details: Downtown, Downtown - Misc Location

Reserv. Contact: Internal Parks & Recreation
Phone Number: (352)394-3500
Reserv. Number: 17755
Status: Internal
Purpose: CPD Honoring the Fallen 5K
Anticipated Count: 400

	<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
	Sat 02/24/2024 11:30A to 8:30P	0.00	0.00	0.00	0.00	0.00
Special Questions:	Police Requests:					
	Fire Requests:					

Processed on 11/01/23 @ 8:17 am by rice

Total New Fees	0.00
Total Due	0.00
Total Fees Paid	0.00
Total Paid	0.00

- Road Closure at Minneola Ave + 8th Street + Minneola Ave. + 7th Street





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 12, 2023		
Agenda Item Name		
Clermont Caribbean Jerk Festival Event, Open Container, Sign Request, and boat ramp closure request		
Requested Action		
Recommend to approve the Caribbean American Association of Lake County (CAALC) to have an open container area for their "Clermont Jerk Festival" event on June 1, 2024 at Waterfront Park, approve their sign request, and boat ramp closure request.		
Staff Report		
The CAALC is requesting to have a designated open container area at Waterfront Park on June 1, 2024 from 12:00 PM to 10:00 PM for their annual "Clermont Jerk Festival" event and to put up signs to promote the event. They are also requesting the boat ramp to be closed for the entire day on June 1, 2024 for their event. The organization's open container area consists of a fenced-in area at Waterfront Park between 3rd Street and 4th Street. The South Lake trail will remain open for daily use of the public. The organization will be exercising its 501c3 right and pull the alcohol license from the Alcohol Beverage and Tobacco Agency and will only be selling beer and wine. They have agreed to the proper number of police, medical, and staff as directed. The organization is also requesting to put up signs to promote the event.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Application	Application.pdf	
2. Alcohol Permit	Alcohol Permit.pdf	
3. Carib Fest - Open Container Map 2024	Carib Fest - Open Container Map 2024.jpg	
4. boat ramp closure request	boat ramp closure request.pdf	



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date JUNE 26, 2023
Name of Event CLERMONT CARIBBEAN JERK FESTIVAL
Date(s) of Event 6/01/24 Estimated Attendance: 7,000
Event Start Time: 12.00 P.M Event End Time: 9.00 P.M
Before Event Setup Time: 7.00 AM After Event Cleanup Time: 11.00 PM
Name of Organization/Applicant THE CARIBBEAN AMERICAN ASSOCIATION OF LAKE COUNTY

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

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

Non-Profit documentation must be provided with application.

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

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

Federal ID # or Driver's License # R 400-55-44-760-0
Event Contact MARSHA RILEY Email RILEYMARSHA49@gmail.com
Day Phone 352-408-1226 Cell Phone 352-978-0813
Address #251-614E Hwy 50 City CLERMONT State FL Zip 34711
Secondary Contact MITCHELL HILL Phone # 561-654-0301

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

THE CARIBBEAN AMERICAN ASSOCIATION OF LAKE COUNTY
Briefly Describe Event: MUSIC, FOOD, ARTS & CRAFTS, ALCOHOL, INFORMATION
Bounce House, Train Ride

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

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

Other Location: MAH FL 2017@gmail.com

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☒ Yes ☐ No

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

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* 10x10, 10x20, 20x20

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

Electrical Use: ☒ Yes ☐ No Describe the need:

Additional permits may be required based on use

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

Gas Fueled Equipment: ☐ Yes ☒ No Describe Use:

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

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

Cooking Equipment Use: ☒ Yes ☐ No

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

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

Insurance may be required by provider

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

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

If Yes, requires separate approval process completed by Company with the Fire Prevention Division.

The release of Sky Lanterns is not permitted under state law.

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

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

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

If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.

Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Live Television or Radio Broadcast: ☐ Yes ☒ No

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

Describe: SOUND ENGINEER EQUIPMENT

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

Banners or Attention Getting Devices: ☐ Yes ☒ No

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

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

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

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

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

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

CLERMONT CARIBBEAN JERK FESTIVAL

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

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

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

Non-Resident/Business rate is defined as

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

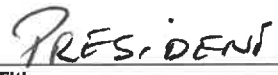
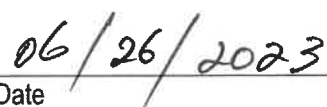
**Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

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

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

Indemnification, Insurance and Additional Costs

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

 _____ Applicant's Signature	 _____ Title
 _____ Printed Name	 _____ Date

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

Department / Division Routing:

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

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

SPECIAL EVENT PERMIT APPLICATION GUIDELINES

- Following submittal of a Special Event Permit Application the application is sent to all departments for review and comments.
- A meeting may be scheduled with the Applicant within approximately 10 business days of application submittal.
- During the meeting all impacted departments will have an opportunity to ask questions and notify applicant of any additional services required.
- Applicant must then submit all required items.
- Once all requirements have been met, Parks and Recreation staff will be in contact with applicant to let them know if application has been approved.
- The length of time from submittal to approved permit will be determined by how quickly the applicant can supply required items.
- Items such as alcohol will require additional time for City Council approval.
- All special event applications are subject to City Council approval.
- Any event with an estimated attendance of 500 or more people and/or amplified music/demonstrations shall be required to have application reviewed by City Council.
- Any event utilizing a body of water or another municipality may be required to have approval from other entities such as Lake County or FLDEP.

DOCUMENTS TO BE INCLUDED WITH SIGNED / COMPLETED APPLICATION

Please check appropriate boxes below and return with signed application, questionnaire and cost estimator

- ☒ 1. Completed Application
- ☒ 2. Application Fee and Deposit
- ☒ 3. Cost Estimator
- ☒ 4. Insurance Liability - Certificate of Insurance naming the City of Clermont as additional insured
- ☒ 5. Alcohol Permit - *(if applicable)*
- ☒ 6. Sign Requirements - *(if applicable)*
- ☒ 7. Road Closure locations - *(if applicable)*
- ☒ 8. Race Course Map - *(if applicable)* which includes water stations, turnaround points, turn by turn instructions
- ☒ 9. Site Plan
- ☐ 10. FLDEP Approval *(if applicable)*
- ☐ 11. Lake County Application *(if applicable)*

THE FOLLOWING ITEMS MUST BE NOTED ON YOUR SITE PLAN

Maximum Size of 8 ½ x 11" including the following information:

✓	N/A	
☒	☐	Location of food vendor area(s)
☒	☐	Canopy/Tent Locations w/ sizes
☒	☐	Fuel storage/dispensing areas
☒	☐	Emergency Access Route for EMS & Fire
☒	☐	Location of vendor booths & games
☒	☐	Location of fire extinguishers and other safety equipment
☒	☐	Location of fire extinguishers & other required life safety equipment
☒	☐	Description of sound amplification facilities or equipment to be utilized
☒	☐	Location and description of Attention Getting Devices (Balloons, etc.)
☒	☐	Location of generators
☐	☐	Location of temporary power drop
☐	☐	Rides with descriptions
☒	☐	Identify any fences/gates around event
☒	☐	Stage locations
☒	☐	Table, chair, and equipment layout
☒	☐	Traffic routing, road closures, separation of parking area from event
☒	☐	City facilities or equipment to be utilized
☒	☐	Location and description of banners or signage (not permitted in ROW)
☒	☐	Location of portable restrooms

City of Clermont

Alcohol Permit Request Form



Today's Date 06/26/2023

Name of Organization/Applicant CARIBBEAN AMERICAN ASSOCIATION OF LAKE COUNTY (CAALC)

Name of Event CLERMONT CARIBBEAN JERK FESTIVAL Date(s) of Event JUNE 1, 2024

Rental Location WATER FRONT PARK Anticipated attendance 7,000

Event Start Time 12:00 P.M. Event End Time 9:00 P.M.

Briefly describe the event FREE COMMUNITY JERK FESTIVAL: FOOD, MUSIC, VENDORS, KIDS ZONE

Name of Licensed beverage caterer: CARIBBEAN ASSOCIATION

Phone 352-408-1226

Primary email address CAALC 2004@gmail.com

Alcohol to be served (check all that apply) ☒ Liquor ☒ Beer ☒ Wine/Champagne ☐ Other

A copy of the caterer's license must be submitted with the request form, and a Certificate of Insurance is required 10 days prior to the rental date.

Effective August 10, 2022, the Applicant is required to staff Extra-Detail Clermont Police Officers for rentals/events serving alcohol on City property. Failure to comply with the terms of this policy will result in cancelation of the alcohol approval. The Clermont Police Department's regular detail rate is \$52.00 per hour, per officer. Additional hourly surcharges may apply. The number of officers and hours required will be determined by the City. Refer to the rental application for more information.

Applicant's Initials CA

Exceptions to this policy will be considered on a case-by-case basis, and depend on the size and nature of the event. If requesting an exception, provide a brief explanation:

I understand that City staff must be notified of all changes to the approved alcohol request, and only the approved licensed caterer is permitted to serve alcohol. The event is subject to immediate cancellation, without refund, for violations of this policy.

Applicant Signature [Signature]

Date 06/26/2023

Please allow 30 days for the alcohol request to be processed

FOR CITY STAFF USE ONLY

Approval for the service of alcoholic beverages is ☐ GRANTED ☐ DENIED

Extra-Detail Exception ☐ GRANTED ☐ DENIED

Notes:

CITY STAFF SIGNATURE _____ TITLE _____ DATE _____

Please return the completed request to:

Clermont City Center
Parks & Recreation Dept.
620 W. Montrose Street
Clermont, FL 34711

City of Clermont - Alcohol Policy

Alcohol Permit Request Forms will not be accepted less than 30 days from the event date.

This policy applies to all rentals/event requesting to serve alcohol within any City of Clermont building, park, street, or premises. Alcohol must be served by an approved, licensed and insured business/caterer that has obtained a State of Florida Alcohol, Beverage and Tobacco License. Examples include: 13CT catering, 4COP or non-profit 1, 2, 3 day permit.

How to apply:

- 1) Submit Alcohol Permit Request Form, Certificate of Insurance, and Caterer's Alcohol License
*Staff will not accept partial or incomplete forms/paperwork
- 2) Allow 14 days for review
- 3) City staff will notify the Applicant regarding approval status
- 4) If the request is denied, alcohol is not permitted to be brought on property. It is the Applicant's responsibility to ensure guests adhere to this policy. The event is subject to immediate cancellation if alcohol is present.
- 5) If approved, review alcohol guidelines below and in the rental application. It is the Applicants responsibility to notify city staff of any changes.
- 6) Refer to the rental application for more information on scheduling Extra-Detail Police Officers.

Alcohol Guidelines

1. City, County and State of Florida laws and ordinances must be adhered to at all times
2. Alcoholic beverage service must end at least 30 minutes prior to contract end time for all events or 1 hour before building, facility or event curfew time; whichever comes earlier.
3. All 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. 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 contract must be executed between the City of Clermont and the organization/individual, which will be binding. Failure to comply with the terms and conditions of the contract may result in cancellation of the event and/or denial of future requests by the requesting party.
6. The Applicant 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. The Applicant is responsible for managing the safety and conduct of guests.
10. Alcohol is not permitted on premises prior to event setup and must be removed immediately following the end of the event.
11. Additional city staff may be required and will be billed to the Applicant.
12. Alcohol is not permitted at youth related events.

An aerial photograph of a park area. A pink boundary line outlines a large grassy field. To the left of the field is a parking lot with several cars and a building with a circular roof. To the right of the field is a large pond. Below the field is a road and a playground with colorful equipment. The text "CAALC JERK FESTIVAL OPEN CONTAINER ZONE" is written in pink at the top right, and "**THE SL TRAIL WILL REMAIN OPEN AT ALL TIMES**" is written in pink below it.

CAALC JERK FESTIVAL OPEN CONTAINER ZONE

THE SL TRAIL WILL REMAIN OPEN AT ALL TIMES



Caribbean American Association of Lake County
614 E Highway 50 #251 Clermont FL. 34711
Website: www.caalc-fl.org
E-mail caalc2004@gmail.com
(352) 978-0813

November 21, 2023

Mr. Brian Bulthuis – City Manager
City of Clermont
600 W Montrose St,
Clermont, Fl. 34711

*Subject: Formal Request for Closure and Use of Boat Ramp at Clermont
Waterfront Park for the Clermont Caribbean Jerk Festival on June 1,
2024*

Dear Mr. Bulthuis,

I hope this letter finds you well. I am writing as President and on behalf of The Caribbean American Association of Lake County requesting the closure of the boat ramp on June 1st, 2024.

The purpose of this closure is to facilitate the staging of the Annual Clermont Caribbean Jerk Festival, an event that has become a significant and much-anticipated part of our community. We are aware of the importance of the boat ramp to the residents and visitors of Clermont and, therefore, seek special accommodation for the specified date.

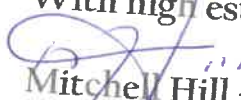
I would like to bring to your attention that the success of last year's festival was, in large part, due to the use of the boat ramp. Our association was able to efficiently manage parking, thanks to the assistance of our dedicated membership. They played a crucial role in ensuring that hundreds of patrons

and vendors could park in an orderly manner, contributing to the overall success of the event.

In the upcoming festival, our members are prepared to replicate their performance in managing the parking logistics as the boat ramp. Temporary closure of the ramp during the specified hours will not only enhance the overall experience for our guests but also allow our team to manage traffic more efficiently. Given the success of last year's event, we anticipate an attendance of over 5000 patrons in 2024.

We understand the importance of the boat ramp to the community and are committed to minimizing any inconvenience caused by its temporary closure. We sincerely hope you will give our request your thoughtful consideration. Our association values the strong relationship we have been building with the City Council and the community, and we believe that accommodating this request will further strengthen these ties.

With high esteem,


Mitchell Hill – President
Caribbean American Association of Lake County

Cc: Lorna Smith-Grant - Secretary



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 12, 2023		
Agenda Item Name		
Sips and Salsa Event and Open Container Request		
Requested Action		
Recommend to approve the cultural event "Clermont Sips & Salsa" event at Waterfront Park with open container allowance.		
Staff Report		
Requesting approval for "Clermont Sips & Salsa" on September 21 st , 2024 at Waterfront Park. The South Lake Chamber will provide a temporary license to sell beer, wine & spirits from 5:00 PM to 9:30 PM at the event and provide liquor & liability insurance. The Parks and Recreation department will work with Clermont Police, Fire, and Public Works to ensure that all elements of safety have been accounted for and will be staffed accordingly during the event. The event will run from 5:00 p.m. to 10:00 p.m.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Sips & Salsa Open Container Map 2024	Sips & Salsa Open Container Map 2024.pdf	





CITY OF CLERMONT

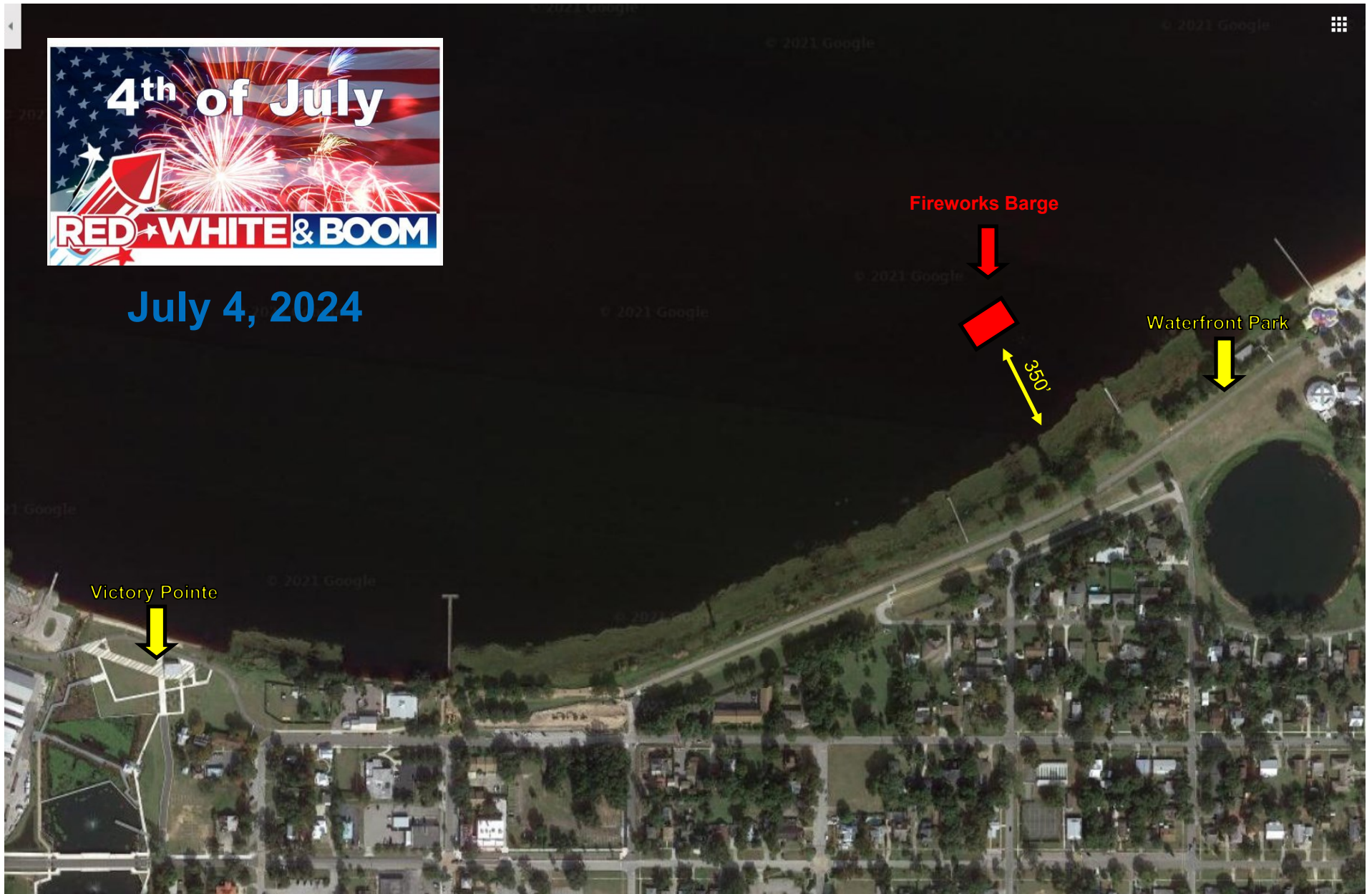
AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 12, 2023		
Agenda Item Name		
Red White & Boom Event, Fireworks, and Open Container Request		
Requested Action		
Recommend approval of fireworks and an open container area at the City of Clermont's 4th of July event at Waterfront Park.		
Staff Report		
The City of Clermont is requesting to have fireworks and an open container area at Waterfront Park between 3rd Street and 4th Street on July 4, 2024, from 5:00 PM to 9:30 PM. The City will be using licensed caterer and bartender services. Attached is a map that shows the requested open container area. The City shall have the appropriate number of police and medical staff on hand at the event to properly accommodate all safety needs.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 4th of July Fireworks Barge	4th of July Fireworks Barge.pdf	
2. July 4 - Open Container Zone	July 4 - Open Container Zone.pdf	



July 4, 2024



July 4th Proposed Open Container Area

The SL Trail will remain open





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 12, 2023		
Agenda Item Name		
Flodash Event and Road Closure Request		
Requested Action		
Recommend approval of the event and road closure request for "Freedom 5K" on July 4, 2024.		
Staff Report		
FloDash Events is requesting a road closure, for the Freedom 5K, on Tuesday, July 4, 2024 from 7:00 a.m. through 9:00 a.m. throughout Downtown Clermont. Road Closure requests are to include: - 3rd Street between trail at Waterfront Park and Osceola Avenue. - Osceola Avenue between 3rd Street and 7th Street - in front of Sun creek from 7th to 8th for the duration of the event, with no parking overnight on Monday night (Please see attached map) FloDash Events has agreed to comply with all personnel requirements from the City of Clermont. The following are the Clermont Police Department required posts: Officers will be placed at : 3rd St & W Osceola Ave 4th St & W Osceola Ave 5th St & W Osceola Ave Lake Ave & W Osceola Ave (once participants all pass this officer he will relocate to 7th & Osceola to assist participants to cross back to the finish line) W Minneola Ave & 8th Street Volunteers were placed at W Minneola & Victory Way W Minneola & West W Minneola & 7th 3rd & Carrol w barricade 3rd & Cedar w barricade 3rd & Orange w barricade		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. application	application.pdf	
2. course map	course map.pdf	
3. letter to residents	letter to residents.pdf	



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 7/16/2023
Name of Event AdventHealth Clermont Freedom 5K
Date(s) of Event 7/4/24 Estimated Attendance: 1000
Event Start Time: 7:30am Event End Time: 9:00am
Before Event Setup Time: 4:00am After Event Cleanup Time: 10:00am
Name of Organization/Applicant Flodash Events, LLC

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

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

Non-Profit documentation must be provided with application.

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

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

Federal ID # or Driver's License # 83-3456877

Event Contact Amalie Skorman Email flodashevents@gmail.com
Day Phone 407-230-8756 Cell Phone 352-223-5778
Address 741 W Montrose Street City Clermont State FL Zip 34711
Secondary Contact Kimberly Grogan Phone # 352-223-5778

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

Briefly Describe Event: 5K run / walk foot race on July 4th

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

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

Other Location: Map 2, starting on West Osceola Street and ending at Sun creek Brewery

We would like to request use of the water spiket at Waterfront Park bathrooms for a water spritzing zone on the course. For the safety and convenience of Clermont visitors we would like to request No Overnight parking

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☐ Yes No

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

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

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

Electrical Use: ☒ Yes No Describe the need: for sound system

Additional permits may be required based on use

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

Gas Fueled Equipment: ☒ Yes No Describe Use: for sound equipment

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

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

Cooking Equipment Use: ☐ Yes No

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

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

Insurance may be required by provider

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

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes No

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

Streets to be Closed or Traffic Control: ☒ Yes No

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

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

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

Live Television or Radio Broadcast: ☒ Yes No

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

Describe: 175W sound at start and DJ at the finish at Suncreek Brewery

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

Banners or Attention Getting Devices: ☒ Yes No

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

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

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

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

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

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

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:			
DATE OF EVENT:	July 4th 2024		
EVENT CONTACT:			
REFUND MAILING ADDRESS:	741 West Montrose Street		
	Street Address		
	Clermont		34711
	City	ST	Zip
CELL PHONE:	407-230-8756		

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

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

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

Resident/Non-Profit rate is defined as

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

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

Non-Resident/Business rate is defined as

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

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

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

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

Indemnification, Insurance and Additional Costs

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



Applicant's Signature

Amalie Skorman

Printed Name

owner/race director

Title

7/16/2023

Date

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

Department / Division Routing:

a) Parks & Rec. Dept.

b) Police Department

c) Fire Department

d) Public Works Dept.

e) Development Services Dept.

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

FACILITY SALES RECEIPT



Receipt # 100123
Payment Date: 07/17/23
Household: 6913

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

FloDash Events LLC
 741 W Montrose St
 Clermont FL 34711
 flodashevents@gmail.com

Reservation Details: Downtown, Downtown - Misc Location

Reserv. Contact: **FloDash Events LLC**
 Phone Number: **(Not Assigned)**
 Reserv. Number: **16272**
 Status: **Firm**
 Purpose: **Clermont Freedom 5k Flodash**
 Anticipated Count: **1000**

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Thu 07/04/2024 4:00A to 10:00A	459.63	459.63	0.00	0.00	459.63
Deposit:	150.00	150.00	0.00	0.00	150.00

<u>Fee Description</u>	<u>Amount</u>	<u>Count</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Total Fee</u>
Public Works Staff (1 Person)	35.00	6.00	0.00	0.00	210.00
Application Fee	10.00	1.00	0.00	0.00	10.00
Deposit	150.00	1.00	0.00	0.00	150.00
Resident / Non Profit	25.00	1.00	0.00	1.63	26.63
Daily - Resident / Non Profit	200.00	1.00	0.00	13.00	213.00

Special Questions: **Police Requests:**
Fire Requests:

Processed on 07/17/23 @ 9:45 am by jstills

Total New Deposit Fees	150.00
Total New Fees	445.00
Total New Taxes	14.63
Total Due	609.63
Total Fees Paid	0.00
Total Paid	0.00
Balance From Receipt	609.63



- **Portalets**
- **5k Start @West Osceola St & Lake Ave**

- **Finish @SunCreek Brewery**
- **Turnaround on trail @Fran Mar Ct**

★ Free Parking Lots
Additional Free on-street Parking:

- **Osceola Street**
- **Minneola Street**
- **Montrose Street**
- **Desoto Street**
- **West Avenue**
- **7th & 8th Streets**
- **Lake Avenue**





Notice to Area Residents and Businesses
Clermont Freedom 5K 2024
Presented by FloDash Events

Dear resident/business owner,

As required by the City of Clermont Special Event Policy, we are providing you with this notice of the following proposed event that may impact you. This event will be heard by the City Council for approval at an upcoming City Council meeting. Please monitor the City's webpage at www.clermontfl.gov for notice on when the exact date the item will be heard.

On July 4th, 2024, your neighbors at Dash Sports and FloDash Events are bringing the Fourth Annual Freedom 5K to Downtown Clermont. Celebrating Independence Day with a morning race, will not only attract our local families of walkers and runners, but it will bring participants from outside Lake County adding awareness to our beautiful growing Downtown area and all that it has to offer.

You are receiving this letter because your home or business is on the race route. Below is some key information about the event and what to expect:

- Wednesday afternoon, July 3rd. Finish line setup in front of SunCreek Brewery. Flags will decorate the route along the sidewalk in front of homes and businesses. Signs placed on the route will remind residents and businesses of the following morning's temporary road closures.
- July 4th. 7:30AM 5K starts.
- Street closure will be between 7:00AM - 8:30AM. As soon as the last participant is on their way, we will start reopening the roads behind them.

For any questions or more information on the event, please contact Amalie Skorman at flodashevents@gmail.com. You may also contact us if your business or club would like to be a sponsor or be involved in any way. We ask that you please take this event into consideration when planning your 4th of July morning. For more information on the event, please visit www.5kFreedom.com

Thank you for helping our community grow and live actively!!

FloDash Events Team



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, December 12, 2023		
Agenda Item Name		
Pig On the Pond Event Request and Boat Ramp Closure		
Requested Action		
Recommend approval of Pig On the Pond to be held October 11, 12, and 13, 2024 to be held at Waterfront Park with open container in approved area, fee waiver, signage on City property, fireworks, staff assistance and trail and boat ramp closure.		
Staff Report		
The City Council has designated Pig on the Pond to be a Community Partner Event. Pig on the Pond is requesting the following: *Approval of the event on October 11 (5-10 p.m.), 12(10 a.m. - 10 p.m.), 13 (11 a.m.-5 p.m.) at Waterfront Park. *Open container to be permitted in the approved beverage area. Pig on the Pond has agreed to hire the appropriate number of off-duty officers as required by the Clermont Police Department. *A section of the trail to be closed during the course of the event (October 11, 12 and 13). Detour signs will be put up for patrons wishing to use the trail during the closure time. Non- paying individuals will be permitted to walk through and/or dismount from their bicycles and continue along the trail without paying. *Fireworks on the evening of October 12th to be launched from Lake Minneola and will adhere to state, local and DEP requirements. * Boat ramp closure on October 11, 12 and 13 in order to provide ample parking for event attendees. * Fee waivers for the use of Waterfront Park from October 7 through October 14, as well as all permits be waived. As a Community Partner event, the City has waived the fees in the amount of approximately \$20,270.91. * The organization is also requesting to have signage placed by City staff on City property at the following locations 8 x3' Signage - Installed on September 23, 2024 and removed by October 14, 2024 1 NE Corner of Steve's Road and Citrus Tower 1 SE Corner of Steve's Road and Citrus Tower 2 Hwy 50 & Cut Road at the Clermont Water Tower 1 Hwy 50 past 12th Street East- 1 Palm Street entrance to Waterfront Park 1 Waterfront Park next to the Splash Park		
Additional Analysis		
Fiscal Impact Summary		
**Below are the estimated fees waived based on previous Pig on the Pond events: Waterfront Park Grounds Fees - \$9,900 Tent Permits - \$130 Fireworks Permit - \$574 Fire Department Fees - \$3,160 Public Works Fees - \$6506.91 Total provided through Community Partner Event \$20,270.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. application 2024	application 2024.pdf	

2. Map of POP

Map of POP.jpg



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date October 11, 2023
Name of Event Pig on the Pond Community Festival
Date(s) of Event October 11-13, 2024 Estimated Attendance: 20,000
Event Start Time: 5 PM, Oct 11, 2024 Event End Time: 5 PM, Oct. 13, 2024
Before Event Setup Time: 8 AM, Oct. 7, 2024 After Event Cleanup Time: 5 PM, Oct. 14, 2024
Name of Organization/Applicant Project Scholars

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

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

Non-Profit documentation must be provided with application.

Tax Exempt ☒ Yes ☐ No If yes, provide Tax Exempt # 85-801295983oc-4

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

Federal ID # or Driver's License # 54-2079731
Event Contact Paul Rountree, board president Email paulr@bankonmainstreet.com
Day Phone 407-467-0685 Cell Phone Same
Address P.O. Box 121543 City Clermont State FL Zip 34712
Secondary Contact Mike Latham, board vice president Phone # 352-978-5650

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

Net proceeds fund four-year scholarships for four south Lake County students each year chosen by Project Scholars.

Briefly Describe Event: Pig on the Pond is a family-friendly, three-day festival at Waterfront Park. The event includes a carnival, live music, fireworks, food and beverages and activities for kids. The purpose of the event is to raise funds for scholarships and to partner with the City of Clermont to provide a signature community event.

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

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

Other Location: We will need to use the boat ramp area and old boat ramp area for parking.

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

MAP 2



MAP 3



Alcohol Served: ☒ Yes ☐ No

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

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

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

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

Additional permits may be required based on use

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

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

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

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

Cooking Equipment Use: ☒ Yes ☐ No

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

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

Insurance may be required by provider

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

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☒ Yes ☐ No

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

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

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

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

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

Live Television or Radio Broadcast: ☐ Yes ☒ No

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

Describe: There will be live music and other entertainment on the pavilion stage.

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

Banners or Attention Getting Devices: ☒ Yes ☐ No

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

Is this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☒ Yes ☐ No
Professional event management is anticipated.

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

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

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

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

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT: Pig on the Pond Community Festival
 DATE OF EVENT: October 11-13, 2024
 EVENT CONTACT: Paul Rountree, Board President -- 407-467-0685, paulr@bankonmainstreet.com
 REFUND MAILING ADDRESS: P.O. Box 121543
 Street Address
 Clermont FL 34712
 City ST Zip
 407-467-0685

CELL PHONE:

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

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

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

Resident/Non-Profit rate is defined as

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

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

Non-Resident/Business rate is defined as

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

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

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

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

Indemnification, Insurance and Additional Costs

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



Applicant's Signature

Paul Rountree

Printed Name

Project Scholars Board President

Title

October 11, 2023

Date

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

Department / Division Routing:

a) Parks & Rec. Dept.

b) Police Department

c) Fire Department

d) Public Works Dept.

e) Development Services Dept.

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

FACILITY SALES RECEIPT



Receipt # 105620
Payment Date: 10/11/23
Household: 7349

lermont City Center
 20 West Montrose Street
 LERMONT FL 34711
 hone: (352)708-5975

Project Scholars INC
 P.O. Box 121543
 Clermont FL 34712
 info@pigonthepond.org

Reservation Details: Waterfront Park, Waterfront Park Entire - Area C

Reserv. Contact: **Project Scholars INC**
 Phone Number: **(407)797-9393**
 Reserv. Number: **17390**
 Status: **Firm**
 Purpose: **Pig on the Pond 3 day festival**
 Anticipated Count: **20000**

	<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Special Questions:	Fri 10/11/2024 @ 6:00A thru Sun 10/13/2024 @11:00P	0.00	0.00	0.00	0.00	0.00
	Police Requests:					
	Fire Requests:					

Processed on 10/11/23 @ 4:31 pm by jstills

Total New Fees	0.00
Total Due	0.00
Total Fees Paid	0.00
Total Paid	0.00



GATE 1

CARNIVAL

CARNIVAL

CARNIVAL

GATE 2

CARNIVAL

CARNIVAL

BBQ ALLEY

GATE 3

GATE 4

ICE G P
SHADE A



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 12, 2023		
Agenda Item Name		
Taste of South Lake Event and Open Container Request and Boat Ramp Closure		
Requested Action		
Recommend to approve the South Lake Chamber of Commerce to have an open container area. They are also requesting the boat ramp closure for their "Taste of South Lake" event on November 7, 2024 from 12pm to 9pm at Waterfront Park.		
Staff Report		
The South Lake Chamber is requesting to have a designated open container area at Waterfront Park on November 7, 2024 from 5:30 PM to 8:30 PM for their annual "Taste of South Lake" event. Requesting closure of the boat ramp from 12pm to 9pm on November 7, 2024. The organization's open container area consists of a fenced in area at Waterfront Park on the grass area. The South Lake trail will remain open for daily use of the public. Please see attached map for specific location. The organization will be exercising its 501c3 right and pull the alcohol license from the Alcohol Beverage and Tobacco Agency. They have agreed to the proper number of police, medical, and staff as directed.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Application	Application.pdf	
2. Boat Ramp Closure letter	Boat Ramp Closure letter.pdf	
3. Vendor Layout map	Vendor Layout map.pdf	



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

954

Today's Date 11/06/2023
Name of Event Taste of South Lake & Business Expo
Date(s) of Event Thursday, Nov 7, 2024 Estimated Attendance: 1200
Event Start Time: 5:30 p.m. Event End Time: 8:30 p.m.
Before Event Setup Time: Nov. 5th(tent), After Event Cleanup Time: Nov 7| 9:30pm | Nov 8(tents)
Name of Organization/Applicant South Lake Chamber of Commerce

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

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

Non-Profit documentation must be provided with application.

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

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

Federal ID # or Driver's License # _____

Event Contact David Colby Email office@southlakechamberfl.com

Day Phone 352-394-4191 Cell Phone 352-394-4191

Address 620 W. Montrose St. City Clermont State FL Zip 34711

Secondary Contact Nate Edmund Phone # 352-394-4191

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

NA

Briefly Describe Event: Expo style even that includes restaurant vendors handing out samples of their specialty or signature dishes plus business vendor booths providing information about their business. Attended by local and non-local residents of all ages

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

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

Other Location: _____

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☒ Yes ☐ No

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

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* 80x130; 60x130; 20x20

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

Electrical Use: ☒ Yes ☐ No Describe the need: Power for lights

Additional permits may be required based on use

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

Gas Fueled Equipment: ☐ Yes ☐ No Describe Use: _____

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

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

Cooking Equipment Use: ☐ Yes ☒ No

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

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

Insurance may be required by provider

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

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

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

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

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

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

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

Live Television or Radio Broadcast: ☐ Yes ☒ No

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

Describe: Speakers and live band

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

Banners or Attention Getting Devices: ☐ Yes ☒ No

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

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

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

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

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

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

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT: Taste of South Lake & Business Expo
 DATE OF EVENT: Thursday, November 7th 2024
 EVENT CONTACT: David Colby
 REFUND MAILING ADDRESS: 620 W. Montrose St.
 Street Address
 Clermont FL 34711
 City ST Zip
 CELL PHONE: 407-963-7349

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

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

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

Resident/Non-Profit rate is defined as

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

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

Non-Resident/Business rate is defined as

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

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

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

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

Indemnification, Insurance and Additional Costs

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

David B. Colby

Digitally signed by David B. Colby
Date: 2023.02.23 16:00:00 -05'00'

Applicant's Signature

David Colby

Printed Name

President & CEO

Title

11/06/2023

Date

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

Department / Division Routing:

a) Parks & Rec. Dept.

b) Police Department

c) Fire Department

d) Public Works Dept.

e) Development Services Dept.

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

FACILITY SALES RECEIPT



Receipt # 107056
Payment Date: 11/07/23
Household: 954

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

South Lake Chamber of Commerce
 620 W Montrose Street
 Clermont FL 34711
 office@southlakechamber-fl.com

Reservation Change: Waterfront Park, Waterfront Park Area - Area B

Reserv. Contact: **South Lake Chamber of Commerce**
 Phone Number: **(352)394-4191**
 Reserv. Number: **17830**
 Status: **Firm**
 Previous Facility: **Waterfront Park, Waterfront Park Entire - Area C**
 Purpose: **Taste of South Lake**

Date(s) And Times	New Fees	Total Fees	New Paid	Total Paid	Amount Due
Thu 11/07/2024 6:00A to 11:00P	1,384.50-	223.00	0.00	0.00	223.00
Deposit:	200.00-	150.00	0.00	0.00	150.00

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

Special Questions: **Police Requests:**
Fire Requests:

Processed on 11/07/23 @ 9:56 am by rrice

Total New Deposit Fees	200.00-
Total New Fees	1,300.00-
Total New Taxes	84.50-
Old Balances Included	1,957.50
Total Due	373.00
Total Fees Paid	0.00
Total Paid	0.00
Balance From Receipt	373.00



352-394-4191



office@southlakechamber-fl.com
www.southlakechamber-fl.com



620 W. Montrose Street
Clermont, FL 34711

November 6, 2023

Mr. Brian Bulthuis
City of Clermont
685 W. Montrose Street
Clermont, FL 34711

Dear Brian,

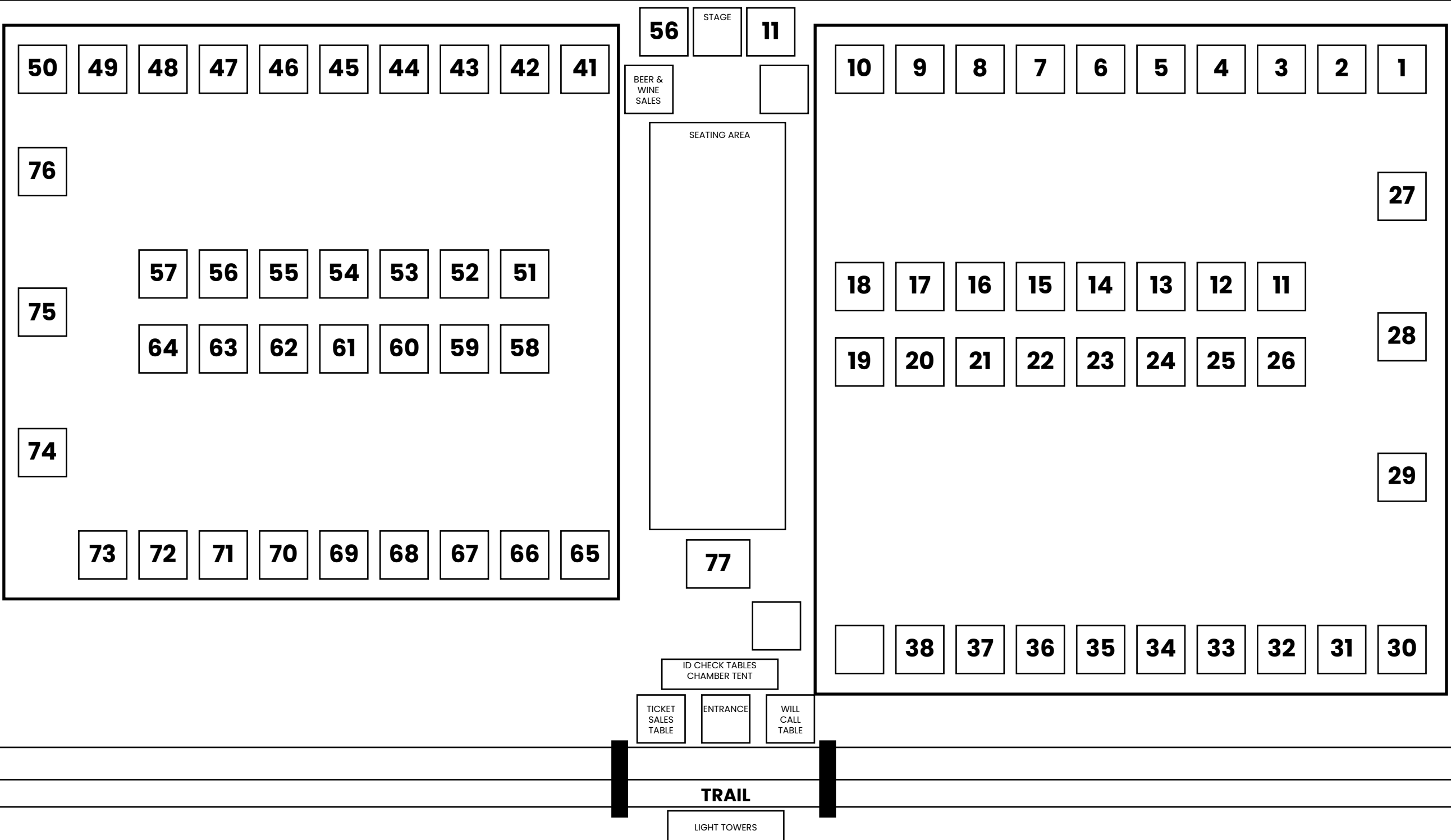
On behalf of the South Lake Chamber of Commerce, I am writing to kindly request the temporary closure of the boat ramp on Thursday, November 7th, 2024, from 12:00 – 9:00 p.m. This request is for our upcoming 12th Annual Taste of South Lake & Business Expo located at Waterfront Park.

We understand the importance of the boat ramp to the community, and we hope that you can accommodate our request for the date mentioned above. We are expecting approximately 1200 guests which will result in nearly 600 vehicles. By closing the boat ramp, we can manage traffic more efficiently and reduce the parking stress for our guests.

Thank you for your time in considering our request. We truly appreciate your partnership and collaboration with this event. The Chamber is looking forward to working with you to make our 12th Annual Taste of South Lake & Business Expo a great success.

Sincerely,

David B. Colby
President & CEO
South Lake Chamber of Commerce





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, December 12, 2023		
Agenda Item Name		
Event Request and Boat Ramp Closure <i>Florida Free Wheelers Bicycle Club</i>		
Requested Action		
Consider approving the Florida Free Wheelers Bicycle Club's request to have their annual event "Horrible Hundred" at Waterfront Park on November 16 and 17, 2024, and Boat Ramp closure on Sunday, November 17, 2024.		
Staff Report		
The Florida Free Wheelers are seeking approval to host their annual two-day event at Waterfront Park. This is the 43rd year they have hosted the event in Clermont. The event will have an estimated 2000 participants and consists of a vendor market and event check-in on November 16, and a casual ride around Lake County starting and finishing at Waterfront Park on November 17. The organization has worked very closely with Clermont Police and Lake County Sheriff on the bike route and complies with any required police officers needed during the ride. This event is considered a "ride" and not a "race", which differs in that a "ride" does not require the closure of roads and all traffic safety is monitored through traffic control by officers at strategic locations provided by Clermont Police and Lake County Sheriff's Officers. Riders must adhere to all traffic laws. • All city departments have worked with the applicant to make parking, safety, and traffic control adjustments based on feedback from the community and City Council. • This year, CPD has recommended two extra officers on the course and one roving officer along the downtown portion to enforce parking. • Officer placement has been updated with officers at the beginning of the race being redeployed to another spot once the race heads to that part of the City (see attached position placement with locations and times). • Additional signs that say "No Parking By Order of Police" will be installed throughout downtown (see attached map with locations) for this event. • They have requested that the boat ramp be closed to allow additional parking for the event. • The City Center will not have any rentals on Sunday, November 17th to allow for additional parking. • Event parking signs, pointing to public parking lots will be placed throughout downtown by event organizers before the event and removed immediately after. • The event organizers will be sending multiple communications reminding participants of all safety rules for the road, parking locations, and restroom locations (see attached notifications to participants).		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Horrible Hundred 2024 application	Horrible Hundred 2024 application.pdf	
2. 35 mile map and turn by turn	35 mile map and turn by turn.pdf	
3. 70 mile map and turn by turn	70 mile map and turn by turn.pdf	

4.	100 mile map and turn by turn	100 mile map and turn by turn.pdf
5.	Boat Ramp letter HH	Boat Ramp letter HH.pdf
6.	information blast to all participants	information blast to all participants.pdf



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date October 8, 2023

Name of Event Horrible Hundred (2024)

Date(s) of Event November 17, 2024 Estimated Attendance: 2000

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

Before Event Setup Time: 5:30 AM After Event Cleanup Time: 5:30 PM - 8:30 PM

Name of Organization/Applicant Florida Freewheelers Bicycle Club Inc.

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

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

Non-Profit documentation must be provided with application.

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

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

Federal ID # or Driver's License # _____

Event Contact Louis McDonald Email Recyclereuseitall@gmail.com

Day Phone 352-978-4428 Cell Phone Same

Address 109 East Park St. Apt. A City Kissimmee State FL Zip 34744

Secondary Contact _____ Phone # _____

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

Its not entirely a fundraiser, but we donate to various bike advocacy organization in Central Florida

Briefly Describe Event: The Horrible Hundred is bike tour through and around South Lake County's most scenic roads. The event starts and ends at the Clermont Waterfront Park. We are entering our 44th year of hosting the event.

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

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

Other Location: We would like to also request use of the boat ramp parking for the event day traffic on 11/17/24

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☐ Yes ☒ No

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

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

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

Electrical Use: ☒ Yes ☐ No Describe the need: Electricity from the pavilion to operate coffee makers

Additional permits may be required based on use

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

Gas Fueled Equipment: ☐ Yes ☐ No Describe Use: _____

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

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

Cooking Equipment Use: ☐ Yes ☒ No

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

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

Insurance may be required by provider

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

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

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

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

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

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

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

Live Television or Radio Broadcast: ☐ Yes ☒ No

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

Describe: _____

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

Banners or Attention Getting Devices: ☐ Yes ☒ No

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

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

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

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

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

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

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:	Horrible Hundred Bicycle Ride		
DATE OF EVENT:	November 17, 2024		
EVENT CONTACT:	Louis McDonald 352-978-4428		
REFUND MAILING ADDRESS:	P.O. Box 520924		
	Street Address	FL	32752
	Longwood	ST	Zip
	City		
CELL PHONE:	352-978-4428		

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

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

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

Resident/Non-Profit rate is defined as

- A resident or land owner located in the Clermont city limits
 - A business located in the Clermont city limits
 - Be an organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.
- *Non-Profits must provide business license, proof of non-profit status (5013C)*

Non-Resident/Business rate is defined as

- Applicant resides outside the Clermont city limits
 - Business is located outside the Clermont city limits
- *Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*
- All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured*

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

Indemnification, Insurance and Additional Costs

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



Applicant's Signature

Louis McDonald

Printed Name

Director of Events

Title

October 8, 2023

Date

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

Department / Division Routing:

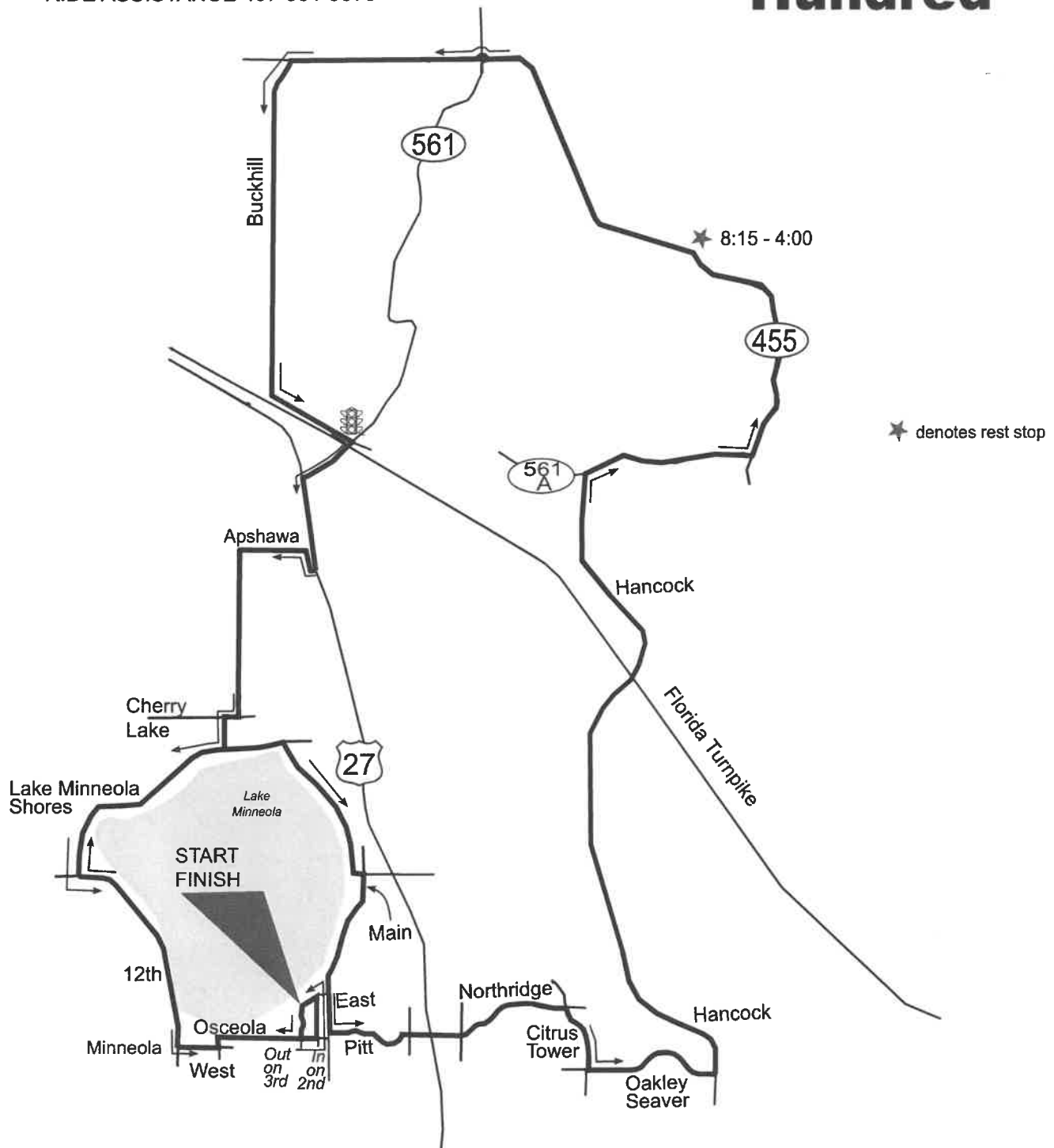
- a) Parks & Rec. Dept.
b) Police Department
c) Fire Department
- d) Public Works Dept.
e) Development Services Dept.

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

35 MILE

IN AN EMERGENCY CALL 911
RIDE ASSISTANCE 407-901-9979

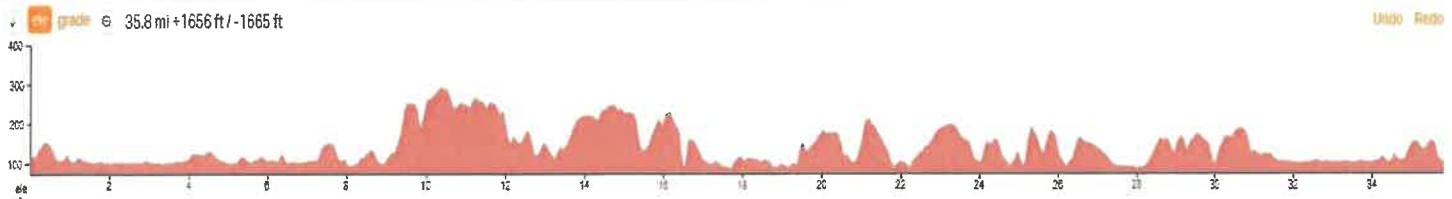
Horrible Hundred



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

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

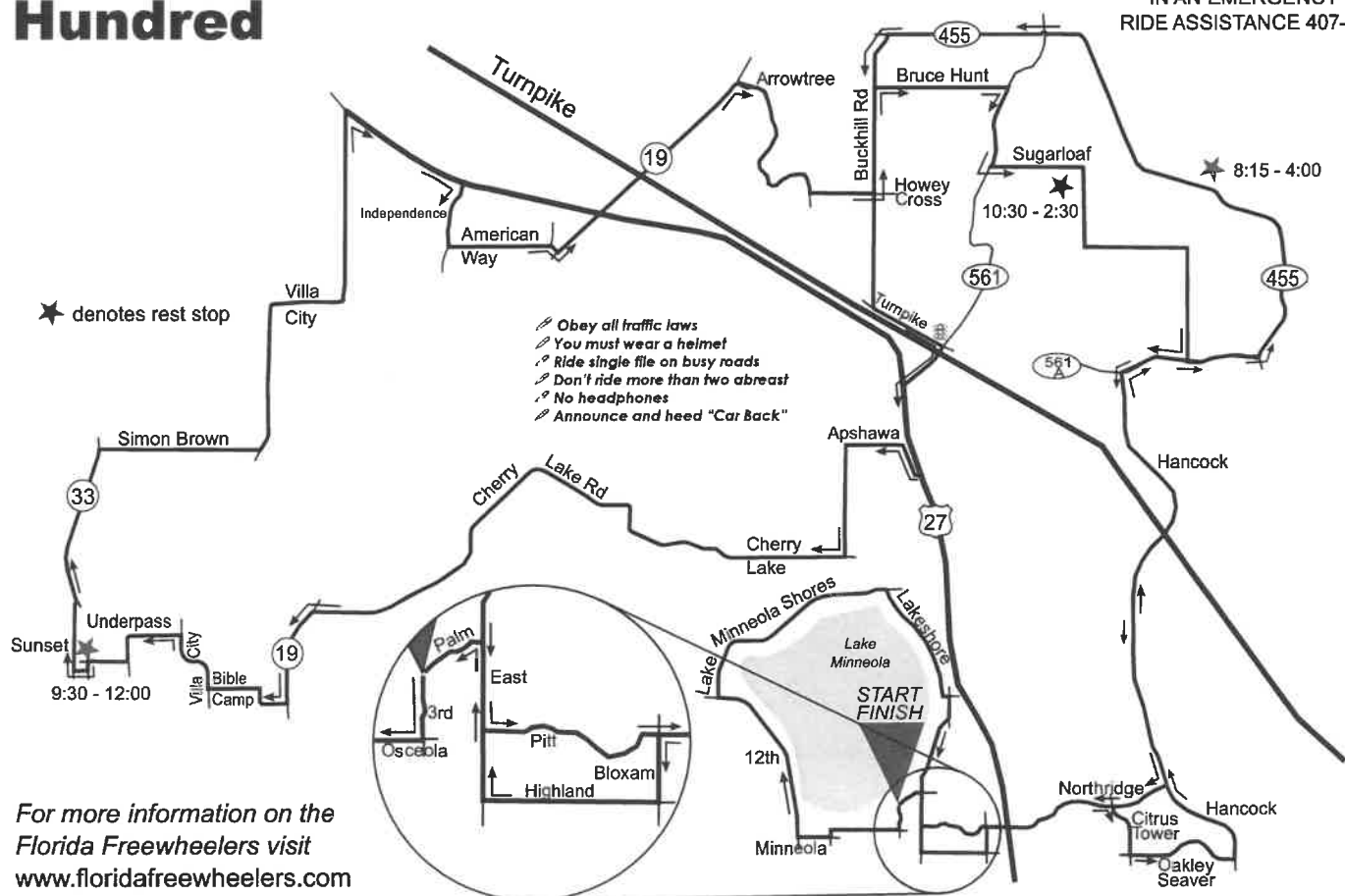
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1	0	0.0	-	S	3rd St	START
2	0.2	0.2	R	W	W Osceola St	
3	0.6	0.8	L	S	West Ave	
4	0.1	0.9	R	W	W Minneola Ave	
5	0.3	1.2	R	N	12th St	CR 561
6	1.7	2.9	R	N	CR 561	Lake Minneola Shores Dr
7	2.2	5.1	R	SE	Lakeshore Dr	
8	1.2	6.3	L	E	W Washington St	
9	0.1	6.4	R	S	S Main St	becomes Lake Minneola Dr
10	1.3	7.7	L	E	Pitt St	
11	1.0	8.7	-	E	cross Grand Hwy	becomes North Ridge Blvd
12	0.9	9.6	R	S	Citrus Tower Blvd	
13	0.6	10.2	L	E	Oakley Seaver Dr	
14	1.1	11.3	L	N	N Hancock Rd	
15	5.4	16.7	R	E	CR 561A	
16	1.3	18.0	L	N	CR 455	
17	2.1	20.1	-	-	Sag - Green Mountain Lodge	Open 8:15 - 4:00
18	2.4	22.5	-	W	CR 455	continue thru roundabout
19	1.5	24.0	L	S	Buckhill Rd	
20	2.7	26.7	L	SE	Turnpike Rd	
21	0.7	27.4	R	SW	CR 561	
22	0.5	27.9	L	S	US 27	
23	0.7	28.6	R	W	E Apshawa Rd	
24	1.9	30.5	R	W	Cherry Lake Rd	
25	0.1	30.6	L	S	Jalarmy Rd	
26	0.3	30.9	R	W	Lake Minneola Shores Dr	CR 561
27	1.7	32.6	L	SE	CR 561	12th St
28	1.7	34.3	L	E	W Minneola Ave	
29	0.3	34.6	L	N	West Ave	
30	0.1	34.7	R	E	W Osceola St	
31	0.7	35.4	L	N	2nd St	
32	0.3	35.7	L	W	Waterfront Park	FINISH



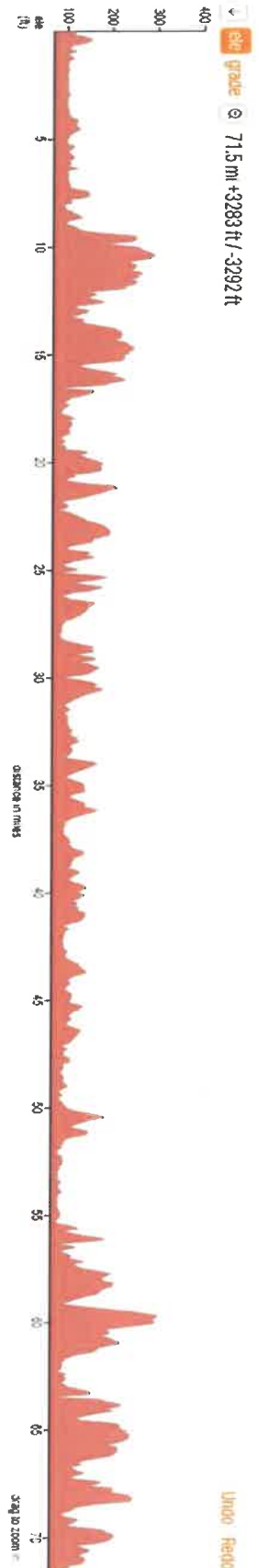
Horrible Hundred

70 MILE

IN AN EMERGENCY CALL 911
RIDE ASSISTANCE 407-901-9979



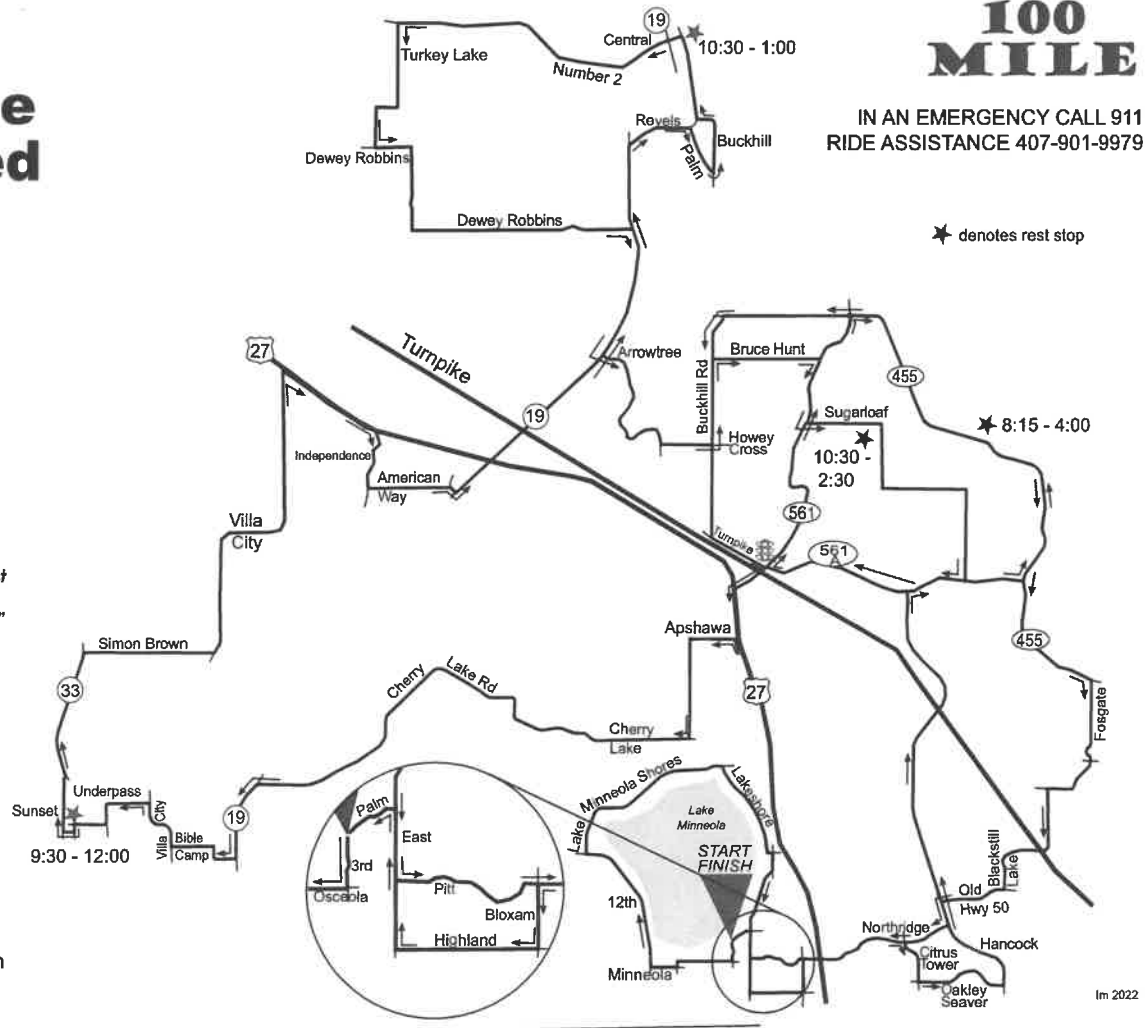
	DIST	CUM	TURN	DIR	STREET	COMMENTS
1	0.0	0.0	-	S	3rd St	START
2	0.2	0.2	R	W	W Osceola St	
3	0.6	0.8	L	S	West Ave	
4	0.1	0.9	R	W	W Minneola Ave	
5	0.3	1.2	R	N	12th St	CR 561
6	1.7	2.9	R	N	CR 561	Lake Minneola Shores Dr
7	2.2	5.1	R	SE	Lakeshore Dr	
8	1.2	6.3	L	E	W Washington St	
9	0.1	6.4	R	S	S Main St	becomes Lake Minneola Dr
10	1.3	7.7	L	E	Pitt St	
11	1.0	8.7	-	E	cross Grand Hwy	becomes North Ridge Blvd
12	0.9	9.6	R	S	Citrus Tower Blvd	
13	0.6	10.2	L	E	Oakley Seaver Dr	
14	1.1	11.3	L	N	N Hancock Rd	
15	5.4	16.7	R	E	CR 561A	
16	1.3	18.0	L	N	CR 455	
17	2.1	20.1	-	-	Sag - Green Mountain Lodge	Open 8:15 - 4:00
18	2.4	22.5	-	W	CR 455	continue thru roundabout
19	1.5	24.0	L	S	Buckhill Rd	
20	2.7	26.7	L	SE	Turnpike Rd	
21	0.7	27.4	R	SW	CR 561	
22	0.5	27.9	L	S	US 27	
23	0.7	28.6	R	W	E Apshawa Rd	
24	1.9	30.5	R	W	Cherry Lake Rd	
25	6.0	36.5	L	SW	SR 19	
26	1.0	37.5	R	W	Bible Camp Rd	
27	0.9	38.4	R	N	Villa City Rd	
28	0.6	39.0	L	W	Underpass Rd	
29	0.5	39.5	L	S	Underpass Rd	
30	0.2	39.7	R	W	Underpass Rd	
31	0.4	40.1	L	S	Hickory Ave	
32	0.1	40.2	R	W	Mohawk Ave	
33	0.2	40.4	R	N	Sunset Ave	
34	0.0	40.4	-	-	Sag - Trek Mascotte	Open 9:30 - 12:00
35	0.6	41.0	L	N	CR 33	
36	1.5	42.5	R	E	Simon Brown Rd	
37	1.6	44.1	L	N	Villa City Rd	
38	3.9	48.0	R	SE	US 27	
39	1.3	49.3	R	S	Independence Blvd	
40	0.7	50.0	L	E	American Way	
41	1.0	51.0	R	S	O'Brien Rd	
42	0.1	51.1	L	NE	SR 19	Howey Rd
43	2.3	53.4	R	E	Arrowtree Blvd	
44	1.8	55.2	L	E	Howey Cross Rd	
45	0.6	55.8	L	N	Buckhill Rd	
46	1.1	56.9	R	E	Bruce Hunt Rd	
47	1.2	58.1	R	S	CR 561	
48	0.8	58.9	L	E	Sugarloaf Mountain Rd	
49	0.9	59.8	-	-	Sag - Sugarloaf	Open 10:30 - 2:30
50	2.9	62.7	R	W	561A	
51	0.7	63.4	L	S	North Hancock Rd	
52	4.2	67.6	R	W	North Ridge Blvd	
53	0.5	68.1	-	W	cross Citrus Tower Blvd	
54	1.0	69.1	-	W	cross Grand Hwy	becomes Pitt St
55	0.4	69.5	L	S	Bloxam Ave	
56	0.4	69.9	R	W	E Highland Ave	
57	0.6	70.5	R	N	East Ave	
58	0.8	71.3	L	W	Palm St	
59	0.2	71.5	-	-	Waterfront Park	FINISH



Horrible Hundred

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

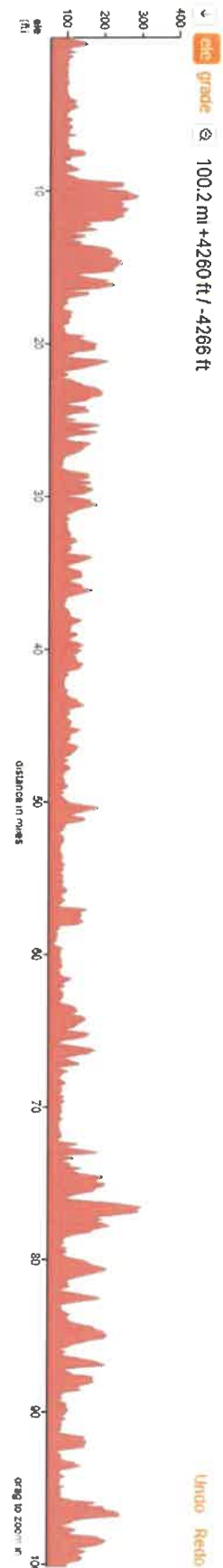
For more information on the Florida Freewheelers visit www.floridafreewheelers.com



Horrible Hundred

100 Mile Cue Sheet

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



A cue sheet with larger type is available at packet pickup

To Whom It May Concern:

Boat Ramp Closure Request

My name is Louis McDonald and I am the Director of Events for the Horrible Hundred Bike Ride .I am writing this email as a direct request for the use of the boat ramp parking on the day of my event (2024 Horrible Hundred) in which I have already submitted the initial special event permit request. The date of the event is November 17, 2024 and I am anticipating approximately 2000 bicyclists and their families to be in attendance. Do not hesitate to contact me if I need to submit any further information or documentation. Thanks in advance for your understanding.

Louis McDonald
Director of Events
Florida Freewheelers Bicycle Club Inc
352-978-4428

Subject : Welcome Horrible Hundred Guests

From : info@horrible-hundred.com

The 43rd annual Horrible Hundred is days away. Thank you for pre-registering this year. We wanted to share with you some important points about the upcoming weekend.

Saturday – November 16

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

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

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

Sunday – November 17

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

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

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

Parking: We anticipate that the parking lots closest to Waterfront Park will fill up very early. Please obey all posted signage regarding no parking. Parking on side streets near the ride start may result in your vehicle being towed. You may park in any marked on-street parking place. But unmarked streets, even ones without “No Parking” signs, or empty lots are no parking areas. Please carpool or leave your vehicle at your hotel parking lot and ride to the start. *Go to the Event Details section and print the parking map:* <https://www.horrible-hundred.com/pdf/2023HHParking-map.pdf>.

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

Maps and Cue Sheets: Our world-renowned courses are well marked and we will have police support along the route. The course is marked with orange, yellow, and green arrow signs this year which can be

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

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

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

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

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

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

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

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

See you this weekend,

Louis McDonald
Executive Director
hhundred@floridafreewheelers.com



AGENDA ITEM

Meeting Date	
Tuesday, December 12, 2023	
Agenda Item Name	
Light Up Clermont/Hometown Holiday Parade Event, Road Closure and Boat Ramp Closure Request	
Requested Action	
Recommend to approve the allowance of the Clermont Parks & Recreation Department's annual "Light Up Clermont/Hometown Holiday parade" event in downtown Clermont with street closures and close the boat ramp for the parade on Saturday.	
Staff Report	
The Clermont Parks and Recreation Department is requesting approval for multiple road closures and times to accommodate all events during "Light Up Clermont/Holiday Hometown parade" on December 6th and December 7th in Downtown Clermont. All businesses and residents impacted by the closures have been contacted via individual letter delivery. The Parks and Recreation department has worked with the Clermont PD, Fire, and Public Works to ensure that all elements and safety have been accounted for and will be staffed accordingly during the event. <u>Start: Friday, December 6, 2024 - 1 PM</u> <u>Finish and Reopen: Saturday, December 7, 2024 - 1PM</u> <u>Light Up Clermont Tree Lighting</u> -Montrose Street between Lake Avenue and 8th Street -8th Street between Montrose Street and Minneola Avenue -8th Street between Montrose Street and Desoto Street -7th Street between Montrose Street and Desoto Street <u>Start: Saturday, December 7, 2024 - 9 AM</u> <u>Finish and Reopen: Saturday, December 7, 2024 - 1 PM (Please note, as the parade pass through, parts of the parade route can start to open when it is safe to do so.)</u> <u>Holiday Hometown Parade</u> -3rd Street between Orange Avenue and West Minneola -West Minneola to Lake Avenue -Lake Avenue to Montrose Street -Montrose Street to 8th Street -8th Street to West Minneola Avenue -West Minneola Avenue to West Street -West Street to West Osceola Street -West Osceola Street to 5th Street -5th Street to City Parking Lot at the South Lake Trail - The department is also requesting the boat ramp to be closed for Saturday December 7, 2024 during the parade for staging.	
Additional Analysis	

Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	2024 LUC Friday Night Street Closure	2024 LUC Friday Night Street Closure.pdf
2.	Notice to Area Residents and Businesses 2023	Notice to Area Residents and Businesses 2023.pdf



2024 LUC Road Closure Request for Friday Night

- Montrose Street at Lake Ave.
- Montrose Street at 8th Street
- 8th Street at Minneola Ave. and in between Montrose St. and Desoto St.
- 7th St. at Montrose St. and at Desoto St.



Notice to Area Residents and Businesses

LIGHT UP CLERMONT & HOMETOWN HOLIDAY PARADE 2024

Traffic Delays / Parking Restrictions / Street Closures

Dear Neighbor,

As required by the City of Clermont Special Event Policy, we are providing you this notice of the following proposed event that may impact you. This event will be presented to the Clermont City Council for approval at an upcoming council meeting. Please monitor www.clermontfl.gov for date the item will be heard.

The Light Up Clermont Event and Parade will be on Friday and Saturday, December 6 and 7, 2024. Friday night there will be a tree lighting ceremony and many holiday activities to bring in the season. The parade is scheduled to begin Saturday at 10 AM. It will start and finish at Waterfront Park.

Below are the road closure times and specific streets that will be impacted by the special event. The new parade route is located on the back of this letter.

Restricted Parking Times & Road Closures

Start: Friday, December 6, 2024 - 1 PM

Finish and Reopen: Saturday, December 7, 2024 - 1PM

- Montrose Street between Lake Avenue and 8th Street
- 8th Street between Montrose Street and Minneola Avenue
- 8th Street between Montrose Street and Desoto Street
- 7th Street between Montrose Street and Desoto Street

Start: Saturday, December 7, 2024 - 9 AM

Finish and Reopen: Saturday, December 7, 2024 - 1 PM (Please note, as the parade pass through, parts of the parade route can start to open when it is safe to do so.)

Parade Route

- 3rd Street between Orange Avenue and West Minneola
- West Minneola to Lake Avenue
- Lake Avenue to Montrose Street
- Montrose Street to 8th Street
- 8th Street to West Minneola Avenue
- West Minneola Avenue to West Street
- West Street to West Osceola Street
- West Osceola Street to 5th Street
- 5th Street to City Parking Lot at the South Lake Trail



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 12, 2023		
Agenda Item Name		
Event and Road Closure Request <i>Cookies & Cocoa</i>		
Requested Action		
Request approval to close certain roads during the Cookies & Cocoa event on December 13, 2024, in Downtown Clermont.		
Staff Report		
Requesting approval for road closures to accommodate crowd safety during the Cookies & Cocoa as part of Light Up Clermont on December 13, 2024, in Downtown Clermont. Start: December 13, 2024 - 4:00 PM Finish and Reopen: December 13, 2024 - 10:00 PM Actual event time: 6-9 PM Road closures in the following locations: - Montrose Street between 8th Street and Lake Avenue - 7th Street between Desoto Street and Minneola Avenue - 8th Street between Montrose Street and Minneola Avenue (Road closures are subject to change because of potential construction) Hand-delivered letters to businesses and residents in the area will be distributed in advance.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Cookies & Cocoa Map 2024	Cookies & Cocoa Map 2024.pdf	
2. Notice to Area Residents and Businesses	Notice to Area Residents and Businesses.pdf	



Notice to Area Residents and Businesses

Traffic Delays / Parking Restrictions / Street Closures in Your Neighborhood

Dear Neighbor,

As required by the City of Clermont Special Event Policy, we are providing you with this Notice for the following proposed event that may impact you. This event will be heard by the City Council for approval at an upcoming City Council meeting. Please monitor the City's webpage at www.clermontfl.gov for notice on when the exact date the item will be heard.

The Cookies & Cocoa Event will be on Friday, December 13, 2024. The public will be invited to Downtown Clermont to enjoy cookies and cocoa at participating stores while doing their last minute shopping and watching community acts on the stage at City Hall Park. Below you will see road closure times for the event and specific streets that will be impacted by the special event.

Restricted Parking Times & Road Closures

Start: December 13, 2024 - 4:00 PM

Finish and Reopen: December 13, 2024 - 10:00 PM

Actual event time: 6-9 PM

- Montrose Street between 8th Street and Lake Avenue
- 7th Street between Desoto Street and Minneola Avenue
- 8th Street between Montrose Street and Minneola Avenue

(Road closures subject to change because of potential construction)

The City will have signage posted along these routes reminding citizens about the event, road closures, and no parking for the event. We ask that you please take this event into consideration as you make your plans.

Thank you for your patience and understanding and please know all City of Clermont employees are working diligently to present the best Holiday Event ever.

If you have any questions or comments, please contact the City of Clermont, Parks and Recreation Department at 352-708-5951 or email jstills@clermontfl.org.

Cookies and Cocoa Event 2024

**AGENDA ITEM**

Meeting Date	
Tuesday, December 12, 2023	
Agenda Item Name	
Clermont Main Street 2024 Request	
Requested Action	
Consider the request from Clermont Main Street to approve their 2024 season of events, and waive all associated ground, staff fees, and road closures for all events.	
Staff Report	
The Clermont Main Street event season is one of three community events that have been designated by the City Council as a Community Partner Event. Clermont Main Street is requesting approval of their 2024 season of events, which includes a Farmer's Market every Sunday, First Friday Food Trucks the first Friday of each month except for December 6, a Mega Food Truck event, and 5 Seasonal Festivals. These events take place downtown. Farmer's Market every Sunday Beginning January 7, 2024, through December 29, 2024 First Friday Food Trucks Beginning January 5, 2024, through November 1, 2024 (none on Dec. 6, 2024) Mega Food Truck January 20, 2024 Health & Wellness Event February 3, 2024 Brews& BBQ Event February 17, 2024 Irish Arts & Music Festival March 16 & 17, 2024 Harvest Festival October 19, 2024 Hometown Holiday November 16, 2024 As a Community Partner, Clermont Main Street is requesting that all grounds, Police, Fire, and Public Works fees be waived for all events listed except for the Brews & BBQ event and the Irish Arts & Music Festival as they are brand-new events. These 2 new events will incur the Police, Public Works, and Fire fees for those 2 events. The city will continue to waive the grounds fees for these 2 new events. Road Closures - Farmer's Market -6:00 AM until 3:00 PM Summer hours & 6:00 AM until 4:00 PM at the following intersections: -W. Minneola Avenue between 7th Street and West Avenue - Pavilion at 8th and Minneola - 8th Street from Montrose to W. Minneola - Montrose Street all the way from 8th to Lake Ave. -Parking lot behind the News Leader & Mobility Rehab -Parking lot behind Encore and the Animal League -The Art Walk -Grassy area behind Roasted Spirit -City Hall Lawn -7th from W. Montrose to Desoto -W. Minneola from 8th to the driveway of the Post Office (not blocking post office exit) First Friday Food Trucks - 2:00PM until 10:30PM at the following intersections:	

- W. Minneola Avenue between 7th Street and West Avenue
- Pavilion at 8th and Minneola
- Montrose Street all the way from 8th to Lake Ave
- 8th Street from Montrose to W. Minneola
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- The Art Walk
- Grassy area behind Roasted Spirit
- City Hall Lawn
- 7th from W. Montrose to Desoto
- W. Minneola from 8th to the driveway of the Post Office (not blocking post office exit)

Mega Food Truck Event - 12:30 PM until 11:00 PM at the following intersections:

- W. Minneola Avenue between 7th Street and West Avenue
- Pavilion at 8th and Minneola
- Montrose Street all the way from 8th to Lake Ave
- 8th Street from Montrose to W. Minneola
- Parking lot behind Encore and the Animal League
- The Art Walk
- Grassy area behind Roasted Spirit
- City Hall Lawn
- 7th from W. Montrose to Desoto
- W. Minneola from 8th to the driveway of the Post Office (not blocking post office exit)

Health & Wellness Event - 7:00 AM until 6:00 PM at the following intersections:

- W. Minneola Avenue between 7th Street and West Avenue
- Pavilion at 8th and Minneola
- Montrose Street all the way from 8th to Lake Ave
- 8th Street from Montrose to W. Minneola
- Parking lot behind Encore and the Animal League
- The Art Walk
- Grassy area behind Roasted Spirit
- City Hall Lawn
- 7th from W. Montrose to Desoto
- W. Minneola from 8th to the driveway of the Post Office (not blocking post office exit)

Brews & BBQ Event - 8:00 AM until 8:00 PM at the following intersections:

- W. Minneola Avenue between 7th Street and West Avenue
- Pavilion at 8th and Minneola
- Montrose Street all the way from 8th to Lake Ave
- 8th Street from Montrose to W. Minneola
- Parking lot behind Encore and the Animal League
- The Art Walk
- Grassy area behind Roasted Spirit
- City Hall Lawn
- 7th from W. Montrose to Desoto
- W. Minneola from 8th to the driveway of the Post Office (not blocking post office exit)

Irish Arts & Music Festival - 9:00 AM until 10:00 PM at the following intersections: (BOTH DAYS)

- W. Minneola Avenue between 7th Street and West Avenue
- Pavilion at 8th and Minneola
- 8th Street from Montrose to W. Minneola
- Montrose Street all the way from 8th to Lake Ave

- Parking lot behind Encore and the Animal League
- The Art Walk
- Grassy area behind Roasted Spirit
- City Hall Lawn
- 7th from W. Montrose to Desoto
- W. Minneola from 8th to the driveway of the Post Office (not blocking post office exit)

Harvest Festival - 7:00 AM until 12:00 AM PM at the following intersections

- W. Minneola Avenue between 7th Street up to right before the Post Office before West Ave.
- Pavilion at 8th and Minneola
- 8th Street from Montrose to W. Minneola
- Montrose Street all the way from 8th to Lake Ave
- Parking lot behind Encore and the Animal League
- The Art Walk
- Grassy area behind Roasted Spirit
- City Hall Lawn
- 7th from W. Montrose to Desoto
- W. Montrose from 8th to Lake Ave.

Hometown Holiday Festival - 9:00 AM until 10:00 PM at the following intersections:

- W. Minneola Avenue between 7th Street up to right before the Post Office before West Ave.
- Pavilion at 8th and Minneola
- 8th Street from Montrose to W. Minneola
- Montrose Street all the way from 8th to Lake Ave
- Parking lot behind Encore and the Animal League
- The Art Walk
- Grassy area behind Roasted Spirit
- City Hall Lawn
- 7th from W. Montrose to Desoto
- W. Montrose from 8th to Lake Ave.

Additional Analysis

Fiscal Impact Summary

None.

Fiscal Impact	Fund Number and Description	Available Budget Amount
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Exhibits Attached (copies of original agreements)

- | | | |
|-----|------------------------------|----------------------------------|
| 1. | application | application.pdf |
| 2. | MAP | MAP.pdf |
| 3. | application | application.pdf |
| 4. | MAP | MAP.pdf |
| 5. | application | application.pdf |
| 6. | MAP | MAP.pdf |
| 7. | application | application.pdf |
| 8. | map | map.pdf |
| 9. | application | application.pdf |
| 10. | MAPS summer and winter hours | MAPS summer and winter hours.pdf |
| 11. | application | application.pdf |
| 12. | MAP | MAP.pdf |
| 13. | application | application.pdf |

14.	MAP	MAP.pdf
15.	application	application.pdf
16.	MAP	MAP.pdf

**AGENDA ITEM**

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- Pavilion at 8th and Minneola
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- 8th Street from Montrose to W. Minneola
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- Grassy area behind Roasted Spirit
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- W. Minneola from 8th to the driveway of the Post Office (not blocking post office exit)

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- Pavilion at 8th and Minneola
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Additional Analysis

Fiscal Impact Summary

None.

Fiscal Impact	Fund Number and Description	Available Budget Amount
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Exhibits Attached (copies of original agreements)

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7.	application	application.pdf
8.	map	map.pdf
9.	application	application.pdf
10.	MAPS summer and winter hours	MAPS summer and winter hours.pdf
11.	application	application.pdf
12.	MAP	MAP.pdf
13.	application	application.pdf

14.	MAP	MAP.pdf
15.	application	application.pdf
16.	MAP	MAP.pdf



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date November 17 2023

Name of Event 2024 First Friday Food Trucks

Date(s) of Event 1/5/24; 2/2/24; 3/1/24; 4/5/24; 5/3/24; 6/7/24; 7/5/24; 8/2/24; 9/6/24; 10/4/24; 11/1/24 Estimated Attendance: 1,000 - 2,500

Event Start Time: 5:30pm Event End Time: 9:00pm

Before Event Setup Time: 3.5 hours - 2pm After Event Cleanup Time: 2 hours - 11pm

Name of Organization/Applicant Clermont Main Street

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

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

Non-Profit documentation must be provided with application.

Tax Exempt ☒ Yes ☐ No If yes, provide Tax Exempt # 85-8018731931C-6

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

Federal ID # or Driver's License # 88-1574917

Event Contact Jenn Dougherty / Patrick Bianchi Email director@clermontdowntown.com
patrick@vpdevelopmentgroup.com

Day Phone 352-989-0835 Cell Phone 352-989-0835

Address 752 W Montrose Street City Clermont State FL Zip 34711

Secondary Contact Dana Brown, RTP Phone # 321-202-5855

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

Clermont Main Street

Briefly Describe Event: First Friday Food Trucks showcase regional and local artisan food vendors in Downtown Clermont. These monthly events bring residents & visitors Downtown and support the local economy through revenue generated by food trucks, vendors, and brick & mortar merchants.

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

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

Other Location: 1. W. Minneola Avenue between 7th Street & West Avenue
2. The Pavilion at 8th & Minneola
3. 8th Street from W. Montrose to W. Minneola
4. Parking lot behind Encore & The Animal League
5. The Artwalk
6. The grassy area behind Roasted Spirit
7. City Hall Lawn
8. 7th from W. Montrose to DeSoto
9. W. Montrose from 8th to Lake
10. Parking lot behind The News Leader & Mobility Rehab

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☐ Yes ☒ No

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

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* 10 x 10

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

Electrical Use: ☒ Yes ☐ No Describe the need: for food vendors, vendors, & entertainment

Additional permits may be required based on use

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

Gas Fueled Equipment: ☒ Yes ☐ No Describe Use:

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

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

Cooking Equipment Use: ☒ Yes ☐ No

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

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

Insurance may be required by provider

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

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

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

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

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

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

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

Live Television or Radio Broadcast: ☐ Yes ☒ No

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

Describe: music at City Hall lawn; music at pavilion at 8th/Minneola; music at the Art Walk; music on W. Montrose; music at West End Plaza

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

Banners or Attention Getting Devices: ☒ Yes ☐ No

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

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

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

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

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

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

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:	2024 First Friday Food Trucks		
DATE OF EVENT:	1/5/24; 2/2/24; 3/1/24; 4/5/24; 5/3/24; 6/7/24; 7/5/24; 8/2/24; 9/6/24; 10/4/24; 11/1/24		
EVENT CONTACT:	Jenn Dougherty / Patrick Bianchi		
REFUND MAILING ADDRESS:	Clermont Main Street, 752 W. Monstrose Street		
	Street Address		
	Clermont	FL	34711
	City	ST	Zip
CELL PHONE:	352-989-0835		

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

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

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

Resident/Non-Profit rate is defined as

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

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

Non-Resident/Business rate is defined as

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

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

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

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

Indemnification, Insurance and Additional Costs

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

s/ Jenn Dougherty
Applicant's Signature

Executive Director
Title

Jennifer Dougherty
Printed Name

November 17, 2023
Date

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

Department / Division Routing:

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

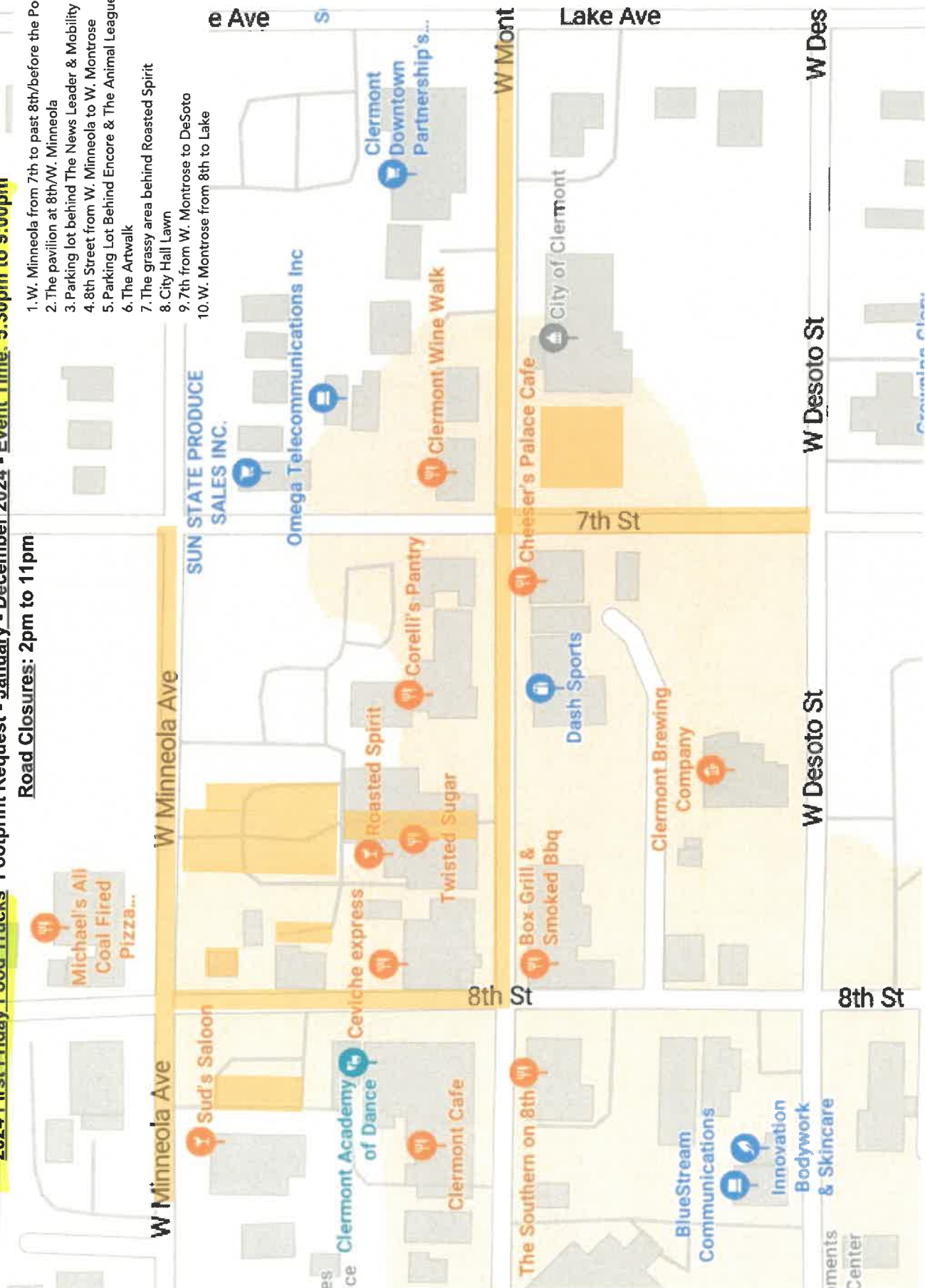
Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.

Downtown Streets Activated with Programming/Vendors/Entertainment

2024 First Friday Food Trucks Footprint Request - January - December 2024 - Event Time: 5:30pm to 9:00pm

Road Closures: 2pm to 11pm

1. W. Minneola from 7th to past 8th/before the Post Office
2. The pavilion at 8th/W. Minneola
3. Parking lot behind The News Leader & Mobility Rehab
4. 8th Street from W. Minneola to W. Montrose
5. Parking Lot Behind Encore & The Animal League
6. The Artwalk
7. The grassy area behind Roasted Spirit
8. City Hall Lawn
9. 7th from W. Montrose to DeSoto
10. W. Montrose from 8th to Lake





APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date November 17, 2023

Name of Event 2024 Health & Wellness Event (event name will change - but it's a health & wellness event.)

Date(s) of Event February 3, 2024 Estimated Attendance: 1,000 - 2,500

Event Start Time: 10:00am Event End Time: 4:00pm

Before Event Setup Time: 3 hours - 7am After Event Cleanup Time: 2 hours - 6pm

Name of Organization/Applicant Clermont Main Street

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

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

Non-Profit documentation must be provided with application.

Tax Exempt ☒ Yes ☐ No If yes, provide Tax Exempt # 85-8018731931C-6

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

Federal ID # or Driver's License # 88-1574917

Event Contact Jenn Dougherty / Patrick Bianchi Email director@clermontdowntown.com
patrick@vpdevelopmentgroup.com

Day Phone 352-989-0835 Cell Phone 352-989-0835

Address 752 W Montrose Street City Clermont State FL Zip 34711

Secondary Contact Angelina Affrunti Phone # 954-303-3918

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

Clermont Main Street

Briefly Describe Event: The 2024 Health & Wellness event will be Clermont Main Street's new spring event celebrating health, wellness, and opportunities in Clermont for individuals, families, and businesses to find resources and service providers that promote healthy lifestyles. Orlando Health has agreed to be the Signature Sponsor of the event.

There will be family-friendly activities like corn-hole games, yoga on the City Lawn, health screenings, & entertainment, along with food, and arts & crafts vendors to bring visitors to downtown and drive money through the local economy through purchases at brick & mortar merchants, street vendors, bars & restaurants.

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

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

Other Location: 1. W. Minneola Avenue between 7th Street & West Avenue

2. The Pavilion at 8th & Minneola

3. 8th Street from W. Montrose to W. Minneola

4. Parking lot behind Encore & The Animal League

5. The Artwalk

6. The grassy area behind Roasted Spirit

7. City Hall Lawn

8. 7th from W. Montrose to DeSoto

9. W. Montrose from 8th to Lake

10. Parking lot behind The News Leader & Mobility Rehab

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☐ Yes ☒ No

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

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* 10x10

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

Electrical Use: ☒ Yes ☐ No Describe the need: for food vendors, vendors, & entertainment

Additional permits may be required based on use

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

Gas Fueled Equipment: ☒ Yes ☐ No Describe Use:

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

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

Cooking Equipment Use: ☒ Yes ☐ No

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

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

Insurance may be required by provider

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

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

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

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

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

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

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

Live Television or Radio Broadcast: ☐ Yes ☒ No

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

Describe: music at City Hall lawn; music at pavilion at 8th/Minneola; music at the Art Walk; music on W. Montrose; music at West End Plaza

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

Banners or Attention Getting Devices: ☒ Yes ☐ No

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

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

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

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

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

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

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:	2024 Health & Wellness Event (event name will change - but it's a health & wellness event.)		
DATE OF EVENT:	February 3, 2024		
EVENT CONTACT:	Jenn Dougherty / Patrick Bianchi		
REFUND MAILING ADDRESS:	Clermont Main Street, 752 W. Monstrose Street		
	Street Address		
	Clermont	FL	34711
	City	ST	Zip
CELL PHONE:	352-989-0835		

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

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

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

Resident/Non-Profit rate is defined as

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

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

Non-Resident/Business rate is defined as

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

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

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

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

Indemnification, Insurance and Additional Costs

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

<u>s/ Jenn Dougherty</u>	<u>Executive Director</u>
Applicant's Signature	Title
<u>Jennifer Dougherty</u>	<u>November 17, 2023</u>
Printed Name	Date

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

Department / Division Routing:

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

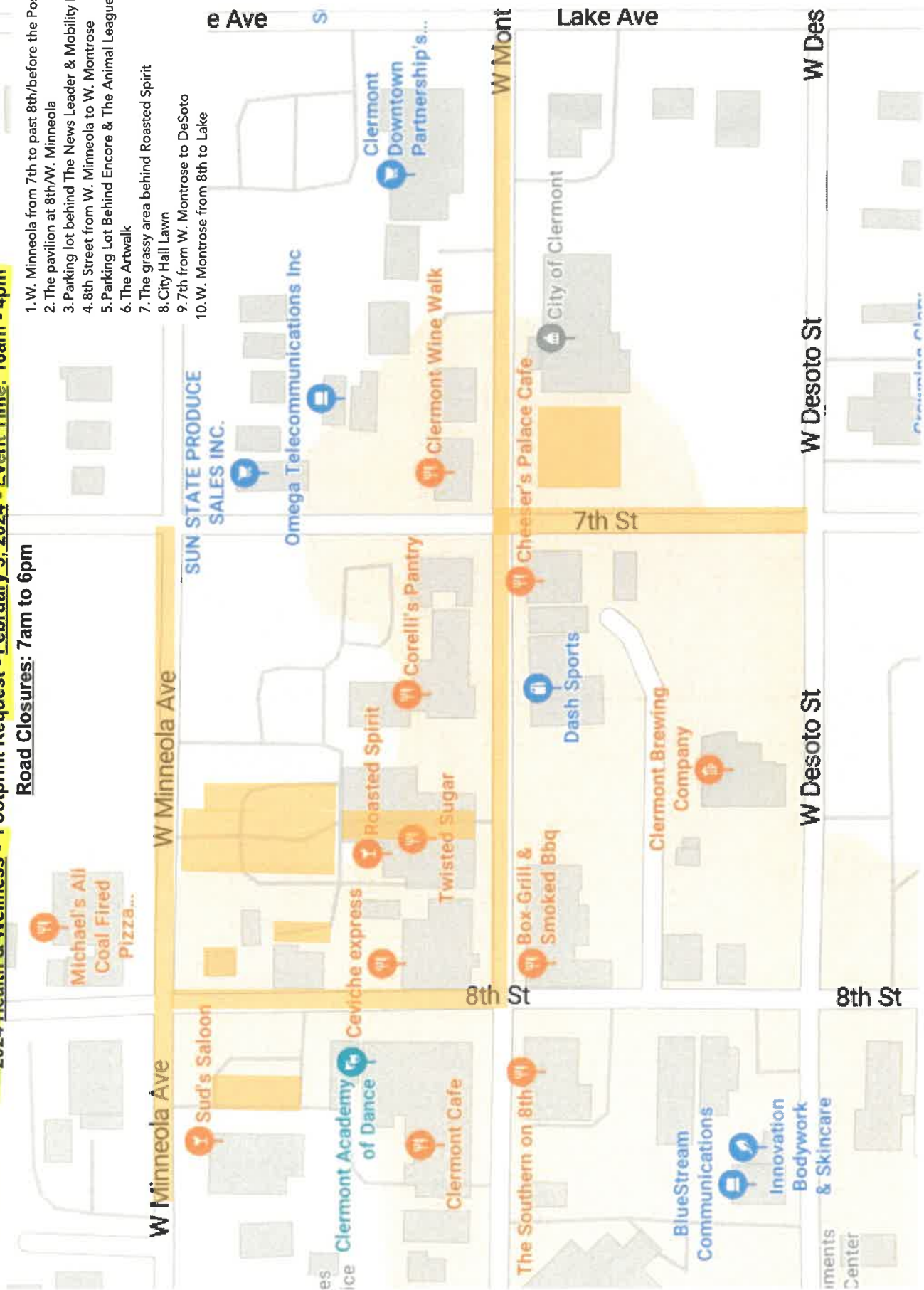
Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.

Downtown Streets Activated with Programming/Vendors/Entertainment

2024 Health & Wellness - Footprint Request - February 3, 2024 - Event Time: 10am - 4pm

Road Closures: 7am to 6pm

1. W. Minneola from 7th to past 8th/before the Post Office
2. The pavilion at 8th/W. Minneola
3. Parking lot behind The News Leader & Mobility Rehab
4. 8th Street from W. Minneola to W. Montrose
5. Parking Lot Behind Encore & The Animal League
6. The Artwalk
7. The grassy area behind Roasted Spirit
8. City Hall Lawn
9. 7th from W. Montrose to DeSoto
10. W. Montrose from 8th to Lake





APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date November 17 2023

Name of Event 2024 Brews & BBQ (event name will change - but it's a beer/spirits event.)

Date(s) of Event February 17, 2024 Estimated Attendance: 1,000 - 2,500

Event Start Time: 11:00am Event End Time: 6:00pm

Before Event Setup Time: 3 hours - 8am After Event Cleanup Time: 2 hours - 8pm

Name of Organization/Applicant Clermont Main Street

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

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

Non-Profit documentation must be provided with application.

Tax Exempt ☒ Yes ☐ No If yes, provide Tax Exempt # 85-8018731931C-6

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

Federal ID # or Driver's License # 88-1574917

Event Contact Jenn Dougherty / Patrick Bianchi Email director@clermontdowntown.com
patrick@vpdevelopmentgroup.com

Day Phone 352-989-0835 Cell Phone 352-989-0835

Address 752 W Montrose Street City Clermont State FL Zip 34711

Secondary Contact Angelina Affrunti/ Frankie Liz Phone # 954-303-3918 (Angelina) / Frankie:407-913-0592

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

Clermont Main Street

Briefly Describe Event: The 2024 Brews & BBQ event is a new event to Clermont Main Street that is being sponsored by City Bev. The event will celebrate local bars and restaurants while providing guests with educational experiences in adult beverages & food options. This is a family-friendly event and will be ticketed with wristbands to prevent minors from being served alcohol. The event is expected to support the local economy by patrons making purchases at local merchants and vendors.

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

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

Other Location: 1. W. Minneola Avenue between 7th Street & West Avenue
2. The Pavilion at 8th & Minneola
3. 8th Street from W. Montrose to W. Minneola
4. Parking lot behind Encore & The Animal League
5. The Artwalk
6. The grassy area behind Roasted Spirit
7. City Hall Lawn
8. 7th from W. Montrose to DeSoto
9. W. Montrose from 8th to Lake
10. Parking lot behind The News Leader & Mobility Rehab

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☒ Yes ☐ No

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

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

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

Electrical Use: ☒ Yes ☐ No Describe the need: for food vendors, vendors, & entertainment

Additional permits may be required based on use

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

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

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

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

Cooking Equipment Use: ☒ Yes ☐ No

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

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

Insurance may be required by provider

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

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

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

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

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

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

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

Live Television or Radio Broadcast: ☐ Yes ☒ No

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

Describe: music at City Hall lawn; music at pavilion at 8th/Minneola; music at the Art Walk; music on W. Montrose; music at West End Plaza

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

Banners or Attention Getting Devices: ☒ Yes ☐ No

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

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

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

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

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

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

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:	2024 Brews & BBQ Event (event name will change - but it's a health & wellness event.)		
DATE OF EVENT:	February 17, 2024		
EVENT CONTACT:	Jenn Dougherty / Patrick Bianchi		
REFUND MAILING ADDRESS:	Clermont Main Street, 752 W. Monstrose Street		
	Street Address		
	Clermont	FL	34711
	City	ST	Zip
CELL PHONE:	352-989-0835		

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

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

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

Resident/Non-Profit rate is defined as

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

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

Non-Resident/Business rate is defined as

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

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

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

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

Indemnification, Insurance and Additional Costs

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

s/ Jenn Dougherty
Applicant's Signature

Executive Director
Title

Jennifer Dougherty
Printed Name

November 17, 2023
Date

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

Department / Division Routing:

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

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

Downtown Streets Activated with Programming/Vendors/Entertainment

2024 Brews & BBQ - Footprint Request - February 17, 2024 - Event Time: 11am - 6pm

Road Closures: 8am to 8pm

1. W. Minneola from 7th to past 8th/before the Post Office
2. The pavilion at 8th/W. Minneola
3. Parking lot behind The News Leader & Mobility Rehab
4. 8th Street from W. Minneola to W. Montrose
5. Parking Lot Behind Encore & The Animal League
6. The Artwalk
7. The grassy area behind Roasted Spirit
8. City Hall Lawn
9. 7th from W. Montrose to DeSoto
10. W. Montrose from 8th to Lake





APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date November 17, 2023

Name of Event 2024 Irish Arts & Music Celebration (event name likely to change)

Date(s) of Event March 16-17, 2024 Estimated Attendance: 2,500 - 5,000

Event Start Time: 12:00pm Event End Time: 8:00pm

Before Event Setup Time: 3 hours - 9am After Event Cleanup Time: 2 hours - 10pm

Name of Organization/Applicant Clermont Main Street / Suncreek Brewery

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

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

Non-Profit documentation must be provided with application.

Tax Exempt ☒ Yes ☐ No If yes, provide Tax Exempt # 85-8018731931C-6

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

Federal ID # or Driver's License # 88-1574917

Event Contact Jenn Dougherty / Patrick Bianchi Email director@clermontdowntown.com
patrick@vpdevelopmentgroup.com

Day Phone 352-989-0835 Cell Phone 352-989-0835

Address 752 W Montrose Street City Clermont State FL Zip 34711

Secondary Contact Bill Downs/ Angelina Affrunti Phone # 954-303-3918 (Angelina) / Bill: 352-636-9089

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

Clermont Main Street

Briefly Describe Event: The 2024 Irish Arts & Music Celebration (name subject to change) is a collaborative event with Clermont Main Street & its member-partner, Suncreek Brewery. The 2-day event will feature Irish music & art and celebrate local artisan food & craft vendors while driving revenue through the local economy through purchases at local brick & mortar merchants, restaurants, bars, and vendors. This is a family-friendly event.

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

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

Other Location: 1. W. Minneola Avenue between 7th Street & West Avenue
2. The Pavilion at 8th & Minneola
3. 8th Street from W. Montrose to W. Minneola
4. Parking lot behind Encore & The Animal League
5. The Artwalk
6. The grassy area behind Roasted Spirit
7. City Hall Lawn
8. 7th from W. Montrose to DeSoto
9. W. Montrose from 8th to Lake
10. Parking lot behind The News Leader & Mobility Rehab

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☒ Yes ☐ No

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

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

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

Electrical Use: ☒ Yes ☐ No Describe the need: for food vendors, vendors, & entertainment

Additional permits may be required based on use

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

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

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

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

Cooking Equipment Use: ☒ Yes ☐ No

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

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

Insurance may be required by provider

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

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

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

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

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

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

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

Live Television or Radio Broadcast: ☐ Yes ☒ No

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

Describe: music at City Hall lawn; music at pavilion at 8th/Minneola; music at the Art Walk; music on W. Montrose; music at West End Plaza

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

Banners or Attention Getting Devices: ☒ Yes ☐ No

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

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

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

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

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

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

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:	2024 Irish Arts & Music Celebration (event name subject to change)		
DATE OF EVENT:	March 16- 17, 2024		
EVENT CONTACT:	Jenn Dougherty / Patrick Bianchi/ Bill Downs		
REFUND MAILING ADDRESS:	Clermont Main Street, 752 W. Monstrose Street		
	Street Address		
	Clermont	FL	34711
	City	ST	Zip
CELL PHONE:	352-989-0835		

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

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

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

Resident/Non-Profit rate is defined as

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

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

Non-Resident/Business rate is defined as

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

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

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

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

Indemnification, Insurance and Additional Costs

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

<u>s/ Jenn Dougherty</u>	<u>Executive Director</u>
Applicant's Signature	Title
<u>Jennifer Dougherty</u>	<u>November 17 2023</u>
Printed Name	Date

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

Department / Division Routing:

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

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

Downtown Streets Activated with Programming/Vendors/Entertainment

2024 Irish Arts & Music - March 16-17 - Event Time: 12pm - 8pm

Road Closures: 9am to 10pm

1. W. Minneola from 7th to past 8th/before the Post Office
2. The pavilion at 8th/W. Minneola
3. Parking lot behind The News Leader & Mobility Rehab
4. 8th Street from W. Minneola to W. Montrose
5. Parking Lot Behind Encore & The Animal League
6. The Artwalk
7. The grassy area behind Roasted Spirit
8. City Hall Lawn
9. 7th from W. Montrose to DeSoto
10. W. Montrose from 8th to Lake





APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date November 20, 2023
Name of Event 2024 Sunday Farmers Markets
Date(s) of Event January - December 2024 Estimated Attendance: 1,000 - 2,500
Event Start Time: 9:00am Event End Time: 2:00pm (1pm in summer hours)
Before Event Setup Time: 3 hours - 6am After Event Cleanup Time: 2 hours - 4pm (3pm summer hours)
Name of Organization/Applicant Clermont Main Street

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

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

Non-Profit documentation must be provided with application.

Tax Exempt ☒ Yes ☐ No If yes, provide Tax Exempt # 85-8018731931C-6

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

Federal ID # or Driver's License # 88-1574917

Event Contact Jenn Dougherty / Patrick Bianchi Email director@clermontdowntown.com
patrick@vpdevelopmentgroup.com

Day Phone 352-989-0835 Cell Phone 352-989-0835

Address 752 W Montrose Street City Clermont State FL Zip 34711

Secondary Contact Dana Brown, RTP Phone # 321-202-5855

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

Clermont Main Street

Briefly Describe Event:

Sunday Farmers Markets showcase regional and local artisan craft & food vendors in Downtown Clermont. This weekly event circulates revenue through the local economy & supports local businesses, vendors, and food & drink establishments. *Summer hours will change to open the Market at 9am and close at 1pm to accommodate the high summer temperatures.

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

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

Other Location: 1. W. Minneola Avenue between 7th Street & West Avenue

2. The Pavilion at 8th & Minneola

3. 8th Street from W. Montrose to W. Minneola

4. Parking lot behind Encore & The Animal League

5. The Artwalk

6. The grassy area behind Roasted Spirit

7. City Hall Lawn

8. 7th from W. Montrose to DeSoto

9. W. Montrose from 8th to Lake

10. Parking lot behind The News Leader & Mobility Rehab

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☐ Yes ☒ No

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

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* 10 x 10

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

Electrical Use: ☒ Yes ☐ No Describe the need: for food vendors, vendors, & entertainment

Additional permits may be required based on use

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

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

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

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

Cooking Equipment Use: ☒ Yes ☐ No

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

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

Insurance may be required by provider

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

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

If Yes, requires separate approval process completed by Company with the Fire Prevention Division.

The release of Sky Lanterns is not permitted under state law.

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

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

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

If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.

Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Live Television or Radio Broadcast: ☐ Yes ☒ No

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

Describe: music at City Hall lawn; music at pavilion at 8th/Minneola; music at the Art Walk; music on W. Montrose; music at West End Plaza

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

Banners or Attention Getting Devices: ☒ Yes ☐ No

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

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

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

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

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

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

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:	2024 Sunday Farmers Markets		
DATE OF EVENT:	January - December 2024		
EVENT CONTACT:	Jenn Dougherty / Patrick Bianchi		
REFUND MAILING ADDRESS:	Clermont Main Street, 752 W. Monstrose Street		
	Street Address		
	Clermont	FL	34711
	City	ST	Zip
CELL PHONE:	352-989-0835		

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

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

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

Resident/Non-Profit rate is defined as

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

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

Non-Resident/Business rate is defined as

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

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

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

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

Indemnification, Insurance and Additional Costs

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

s/ Jenn Dougherty

Applicant's Signature

Executive Director

Title

Jennifer Dougherty

Printed Name

November 20, 2023

Date

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

Department / Division Routing:

a) Parks & Rec. Dept.

b) Police Department

c) Fire Department

d) Public Works Dept.

e) Development Services Dept.

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

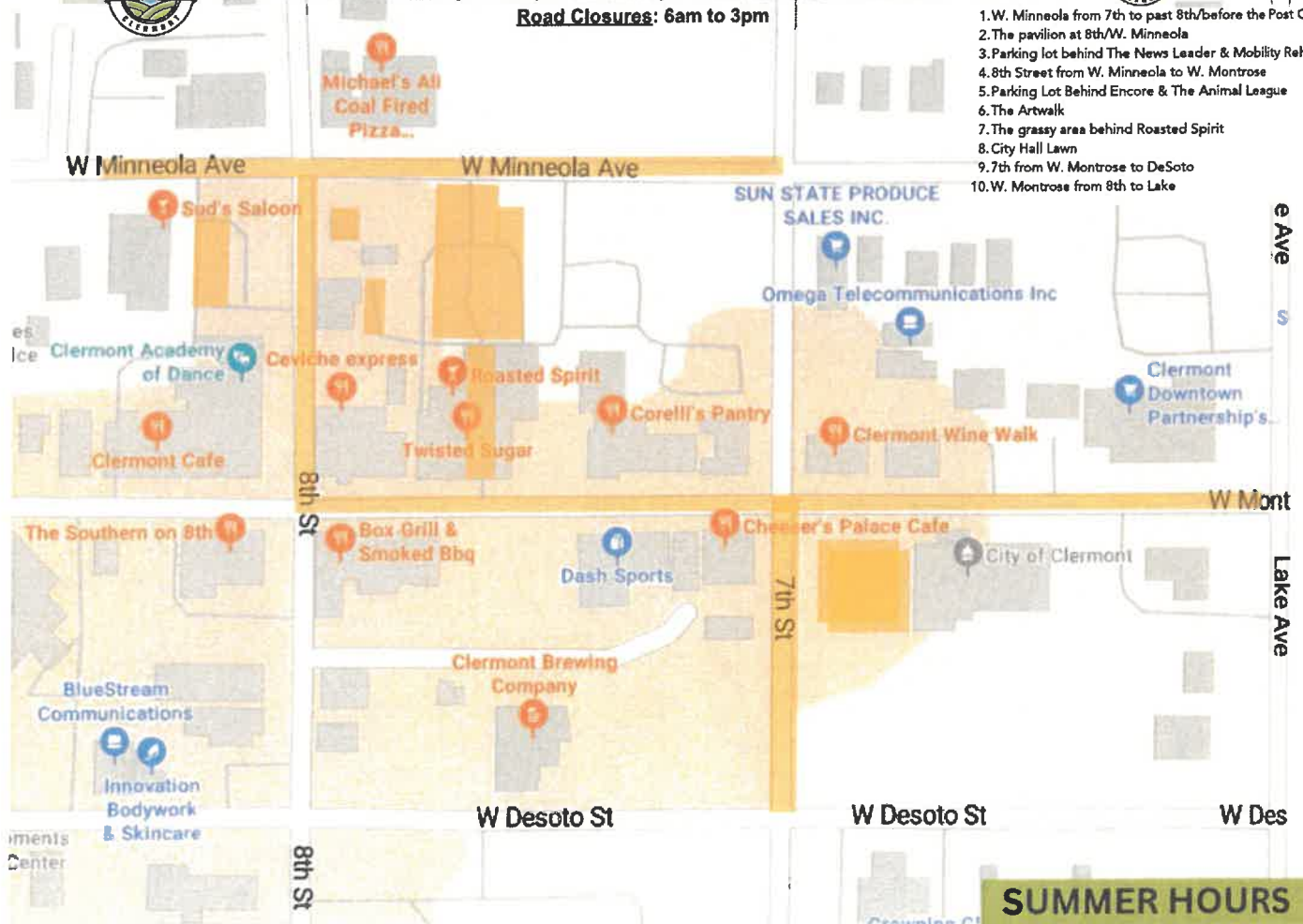


Downtown Streets Activated with Programming/Vendors/Entertainment
2024 Farmers Market Footprint Request - January - December, 2024- Event Time: 9am to 1pm



Road Closures: 6am to 3pm

1. W. Minneola from 7th to past 8th/before the Post Office
2. The pavilion at 8th/W. Minneola
3. Parking lot behind The News Leader & Mobility Rehab
4. 8th Street from W. Minneola to W. Montrose
5. Parking Lot Behind Encore & The Animal League
6. The Artwalk
7. The grassy area behind Roasted Spirit
8. City Hall Lawn
9. 7th from W. Montrose to DeSoto
10. W. Montrose from 8th to Lake

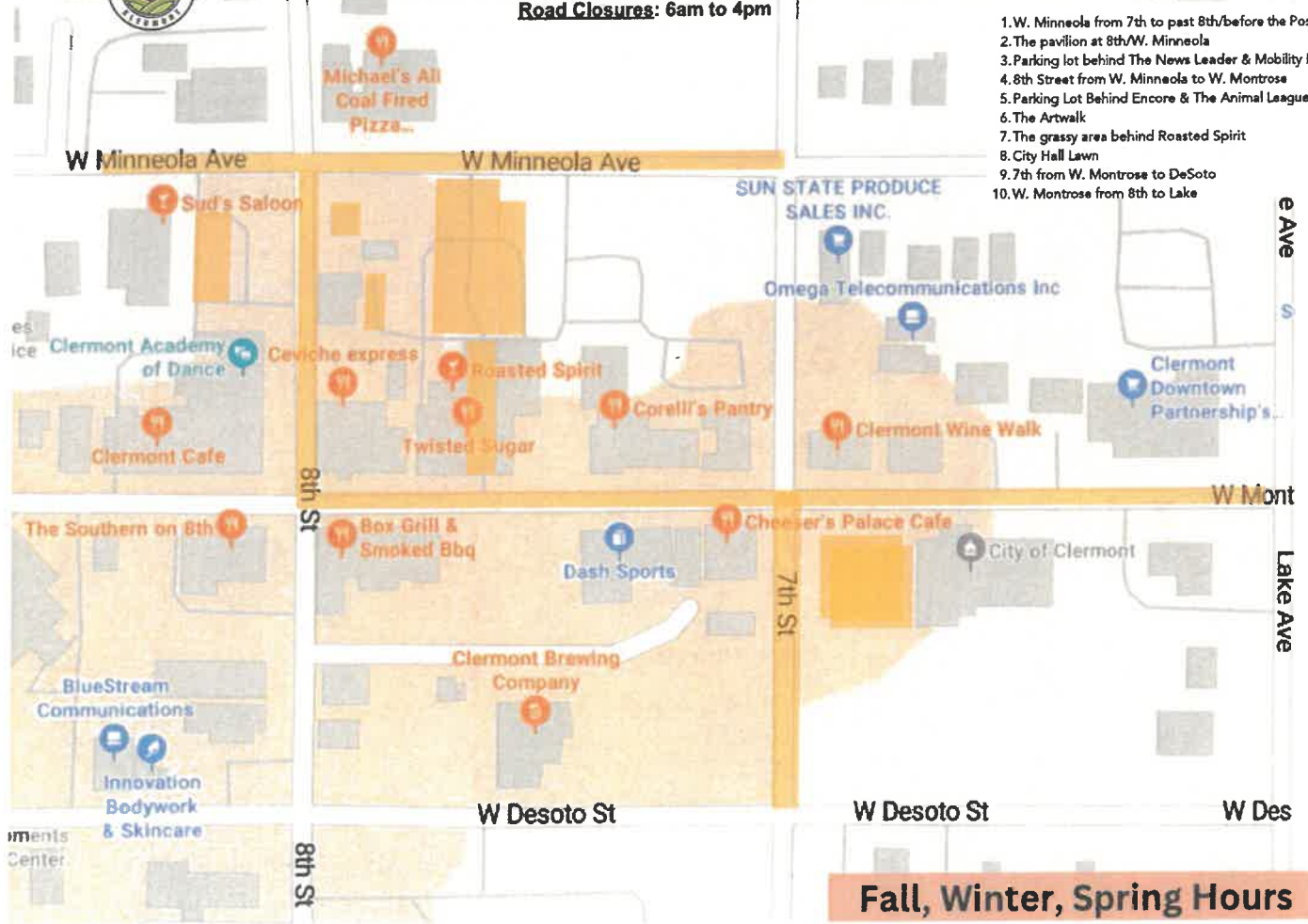




Downtown Streets Activated with Programming/Vendors/Entertainment
2024 Farmers Market Footprint Request - January - December, 2024- Event Time: 9am to 2pm
Road Closures: 6am to 4pm



1. W. Minneola from 7th to past 8th/before the Post Office
2. The pavilion at 8th/W. Minneola
3. Parking lot behind The News Leader & Mobility Rehab
4. 8th Street from W. Minneola to W. Montrose
5. Parking Lot Behind Encore & The Animal League
6. The Artwalk
7. The grassy area behind Roasted Spirit
8. City Hall Lawn
9. 7th from W. Montrose to DeSoto
10. W. Montrose from 8th to Lake





APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date November 20, 2023
Name of Event 2024 Harvest Fest
Date(s) of Event October 19, 2024 Estimated Attendance: 2500 - 4000
Event Start Time: 10:00am Event End Time: 10:00pm
Before Event Setup Time: 3 hours - 7am After Event Cleanup Time: 2 hours - 12am
Name of Organization/Applicant Clermont Main Street

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

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

Non-Profit documentation must be provided with application.

Tax Exempt ☒ Yes ☐ No If yes, provide Tax Exempt # 85-8018731931C-6

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

Federal ID # or Driver's License # 88-1574917
Event Contact Jenn Dougherty / Patrick Bianchi Email director@clermontdowntown.com
patrick@vpdevelopmentgroup.com
Day Phone 352-989-0835 Cell Phone 352-989-0835
Address 752 W Montrose Street City Clermont State FL Zip 34711
Secondary Contact Angelina Affrunti Phone # 954-303-3918

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

Clermont Main Street

Harvest Fest is Clermont Main Street's annual Fall event celebrating families, community, and the fall season.

Briefly Describe Event: There are family friendly activities, entertainment, along with food, and arts & crafts vendors to bring visitors to downtown and drive money through the local economy through purchases at local brick & mortar merchants, street vendors, bars & restaurants. We are proposing to expand the duration of the event so that it is both a daytime and nighttime event. The daytime will be family-friendly while the nighttime programming will be more around food & drink establishments and be themed more toward Halloween.

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

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

Other Location: 1. W. Minneola Avenue between 7th Street & West Avenue
2. The Pavilion at 8th & Minneola
3. 8th Street from W. Montrose to W. Minneola
4. Parking lot behind Encore & The Animal League
5. The Artwalk
6. The grassy area behind Roasted Spirit
7. City Hall Lawn
8. 7th from W. Montrose to DeSoto
9. W. Montrose from 8th to Lake
10. The parking lot behind The News Leader & Mobility Rehab

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☐ Yes ☒ No

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

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* 10 x 10

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

Electrical Use: ☒ Yes ☐ No Describe the need: for food vendors, vendors, & entertainment

Additional permits may be required based on use

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

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

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

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

Cooking Equipment Use: ☒ Yes ☐ No

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

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

Insurance may be required by provider

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

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

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

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

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

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

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

Live Television or Radio Broadcast: ☐ Yes ☒ No

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

Describe: music at City Hall lawn; music at pavilion at 8th/Minneola; music at the Art Walk; music on W. Montrose; music at West End Plaza

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

Banners or Attention Getting Devices: ☒ Yes ☐ No

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

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

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

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

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

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

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:	2024 Harvest Fest		
DATE OF EVENT:	October 19, 2024		
EVENT CONTACT:	Jenn Dougherty / Patrick Bianchi		
REFUND MAILING ADDRESS:	Clermont Main Street, 752 W. Monstrose Street		
	Street Address		
	Clermont	FL	34711
	City	ST	Zip
CELL PHONE:	352-989-0835		

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

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

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

Resident/Non-Profit rate is defined as

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

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

Non-Resident/Business rate is defined as

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

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

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

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

Indemnification, Insurance and Additional Costs

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

s/ Jenn Dougherty
Applicant's Signature

Executive Director
Title

Jennifer Dougherty
Printed Name

November 20, 2023
Date

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

Department / Division Routing:

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

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

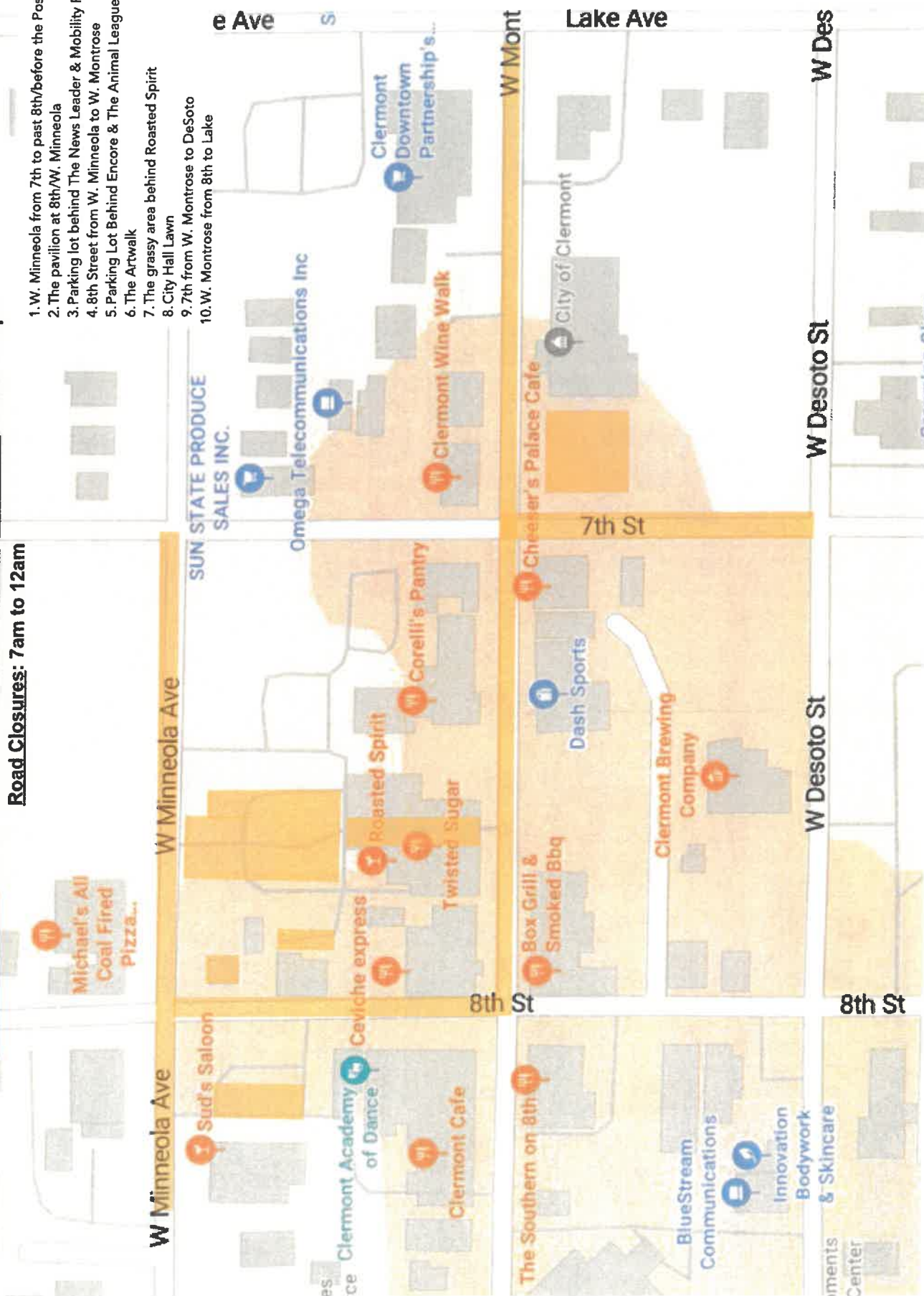


Downtown Streets Activated with Programming/Vendors/Entertainment **2024 Harvest Fest Footprint Request - October 19, 2024 - Event Time: 10am to 10pm**



Road Closures: 7am to 12am

1. W. Minneola from 7th to past 8th/before the Post Office
2. The pavilion at 8th/W. Minneola
3. Parking lot behind The News Leader & Mobility Rehab
4. 8th Street from W. Minneola to W. Montrose
5. Parking Lot Behind Encore & The Animal League
6. The Artwalk
7. The grassy area behind Roasted Spirit
8. City Hall Lawn
9. 7th from W. Montrose to DeSoto
10. W. Montrose from 8th to Lake





APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date November 20, 2023

Name of Event 2024 Hometown Holidays

Date(s) of Event November 16, 2024 Estimated Attendance: 2500 - 4000

Event Start Time: 12:00pm Event End Time: 8:00pm

Before Event Setup Time: 3 hours - 9am After Event Cleanup Time: 2 hours - 10pm

Name of Organization/Applicant Clermont Main Street

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

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

Non-Profit documentation must be provided with application.

Tax Exempt ☒ Yes ☐ No If yes, provide Tax Exempt # 85-8018731931C-6

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

Federal ID # or Driver's License # 88-1574917

Event Contact Jenn Dougherty / Patrick Bianchi Email director@clermontdowntown.com
patrick@vpdevelopmentgroup.com

Day Phone 352-989-0835 Cell Phone 352-989-0835

Address 752 W Montrose Street City Clermont State FL Zip 34711

Secondary Contact Angelina Affrunti Phone # 954-303-3918

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

Clermont Main Street

Briefly Describe Event: Hometown Holidays is Clermont Main Street's annual late-year event celebrating families, community, and the beginning of the Holiday and Shopping. There are family-friendly activities, entertainment, along with food, arts & crafts vendors to bring visitors to downtown and drive money through the local economy through purchases at local brick & mortar merchants, street vendors, bars & restaurants. Because Clermont Main Street received positive feedback from guests and brick & mortar merchants on 2023's event starting mid-day & running through early evening, we are proposing a similar mid-day through 8pm event.

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

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

Other Location: 1. W. Minneola Avenue between 7th Street & West Avenue
2. The Pavilion at 8th & Minneola
3. 8th Street from W. Montrose to W. Minneola
4. Parking lot behind Encore & The Animal League
5. The Artwalk
6. The grassy area behind Roasted Spirit
7. City Hall Lawn
8. 7th from W. Montrose to
9. W. Montrose from 8th to Lake
10. The parking lot behind The News Leader & Mobility Rehab

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☐ Yes ☒ No

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

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* 10 x 10

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

Electrical Use: ☒ Yes ☐ No Describe the need: for food vendors, vendors, & entertainment

Additional permits may be required based on use

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

Gas Fueled Equipment: ☒ Yes ☐ No Describe Use:

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

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

Cooking Equipment Use: ☒ Yes ☐ No

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

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

Insurance may be required by provider

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

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

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

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

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

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

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

Live Television or Radio Broadcast: ☐ Yes ☒ No

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

Describe: music at City Hall lawn; music at pavilion at 8th/Minneola; music at the Art Walk; music on W. Montrose; music at West End Plaza

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

Banners or Attention Getting Devices: ☒ Yes ☐ No

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

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

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

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

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

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

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:	2024 Hometown Holidays		
DATE OF EVENT:	November 16, 2024		
EVENT CONTACT:	Jenn Dougherty / Patrick Bianchi		
REFUND MAILING ADDRESS:	Clermont Main Street, 752 W. Monstrose Street		
	Street Address		
	Clermont	FL	34711
	City	ST	Zip
CELL PHONE:	352-989-0835		

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

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

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

Resident/Non-Profit rate is defined as

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

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

Non-Resident/Business rate is defined as

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

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

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

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

Indemnification, Insurance and Additional Costs

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

s/ Jenn Dougherty
Applicant's Signature

Executive Director
Title

Jennifer Dougherty
Printed Name

November 20, 2023
Date

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

Department / Division Routing:

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

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



Downtown Streets Activated with Programming/Vendors/Entertainment

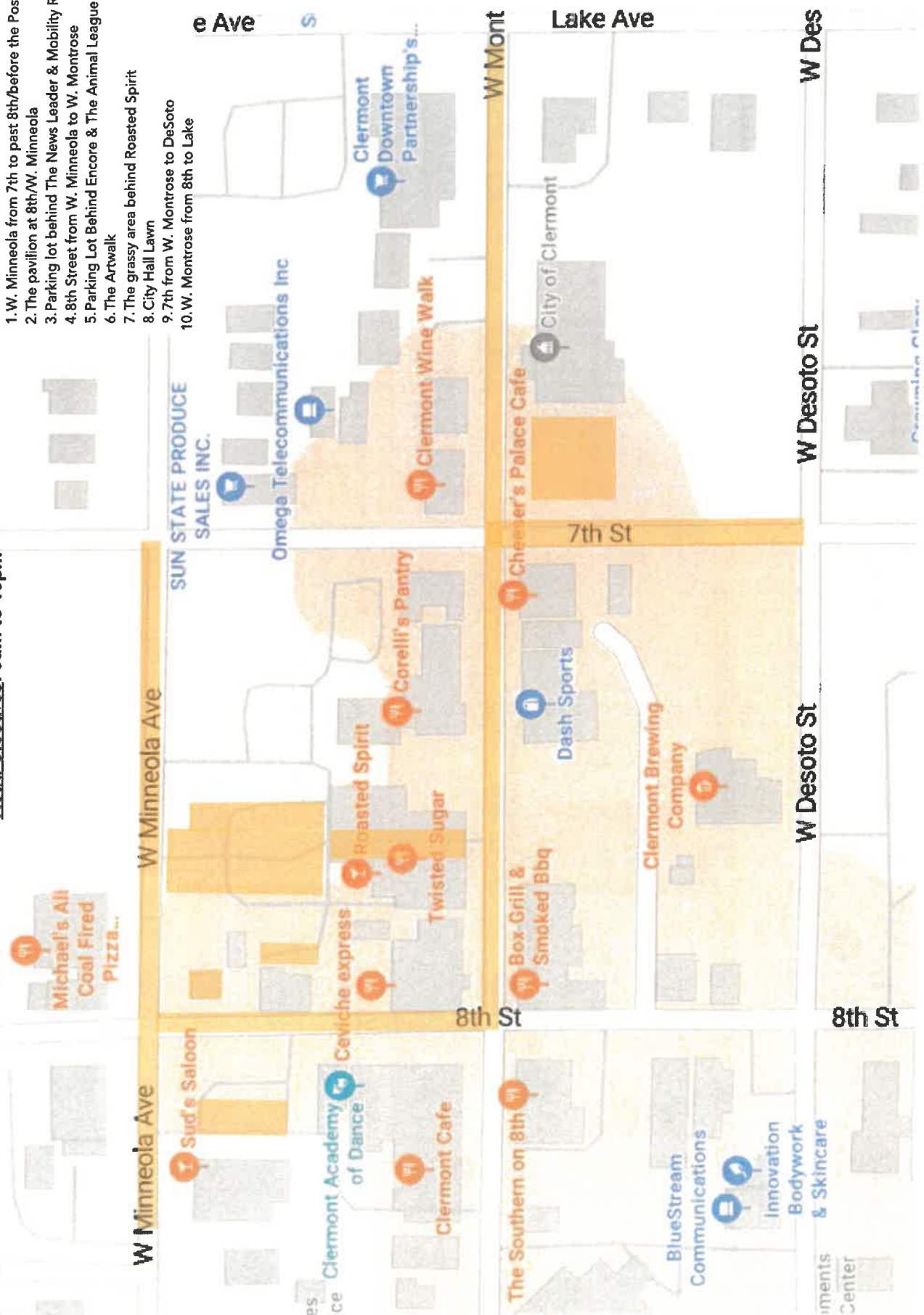
2024 [Hometown Holidays](#)



Footprint Request - November 16, 2024- Event Time: 12pm to 8pm

Road Closures: 9am to 10pm

1. W. Minneola from 7th to past 8th/before the Post Office
2. The pavilion at 8th/W. Minneola
3. Parking lot behind The News Leader & Mobility Rehab
4. 8th Street from W. Minneola to W. Montrose
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6. The Artwalk
7. The grassy area behind Roasted Spirit
8. City Hall Lawn
9. 7th from W. Montrose to DeSoto
10. W. Montrose from 8th to Lake





APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date November 20, 2023

Name of Event 2024 Mega Food Trucks (only 1 event)

Date(s) of Event January 20, 2024 Estimated Attendance: 1,000 - 2,500

Event Start Time: 4:00pm Event End Time: 9:00pm

Before Event Setup Time: 3.5 hours - 12:30pm After Event Cleanup Time: 2 hours - 11pm

Name of Organization/Applicant Clermont Main Street

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

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

Non-Profit documentation must be provided with application.

Tax Exempt ☒ Yes ☐ No If yes, provide Tax Exempt # 85-8018731931C-6

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

Federal ID # or Driver's License # 88-1574917

Event Contact Jenn Dougherty / Patrick Bianchi Email director@clermontdowntown.com
patrick@vpdevelopmentgroup.com

Day Phone 352-989-0835 Cell Phone 352-989-0835

Address 752 W Montrose Street City Clermont State FL Zip 34711

Secondary Contact Dana Brown, RTP Phone # 321-202-5855

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

Clermont Main Street

Briefly Describe Event: Mega Food Trucks showcase regional and local artisan food vendors in Downtown Clermont. This annual event bring residents & visitors Downtown and support the local economy through revenue generated by food trucks, vendors, and brick & mortar merchants. This year we are requesting permission to host 1 Mega Food Trucks event in January. The summer months have lower turnout for Mega Food Trucks.

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

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

Other Location: 1. W. Minneola Avenue between 7th Street & West Avenue
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PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☐ Yes ☒ No

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

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* 10 x 10

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

Electrical Use: ☒ Yes ☐ No Describe the need: for food vendors, vendors, & entertainment

Additional permits may be required based on use

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

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

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

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

Cooking Equipment Use: ☒ Yes ☐ No

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

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

Insurance may be required by provider

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

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Describe: music at City Hall lawn; music at pavilion at 8th/Minneola; music at the Art Walk; music on W. Montrose; music at West End Plaza

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

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

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

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

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:	2024 MEGA Food Trucks		
DATE OF EVENT:	January 20, 2024		
EVENT CONTACT:	Jenn Dougherty / Patrick Bianchi		
REFUND MAILING ADDRESS:	Clermont Main Street, 752 W. Monstrose Street		
	Street Address		
	Clermont	FL	34711
	City	ST	Zip
CELL PHONE:	352-989-0835		

Payment Deadline:

Application Fee and deposit are due upon submission

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	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
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PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
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Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		xxx
VICTORY POINTE				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$35	\$35	Per Person, Per Hour	xxx
Public Works Event Staff	\$35	\$35	4 hr. min, per staff	xxx
Police Officer	\$42	\$42	4 hr. min, Per Officer	xxx
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	xxx
Fire Boat in the Water	\$100	\$100	Per Hour	
Sales Tax				
GRAND TOTAL				

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- Business is located outside the Clermont city limits

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

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

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

Indemnification, Insurance and Additional Costs

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

s/ Jenn Dougherty
Applicant's Signature

Executive Director
Title

Jennifer Dougherty
Printed Name

November 20, 2023
Date

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

Department / Division Routing:

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

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



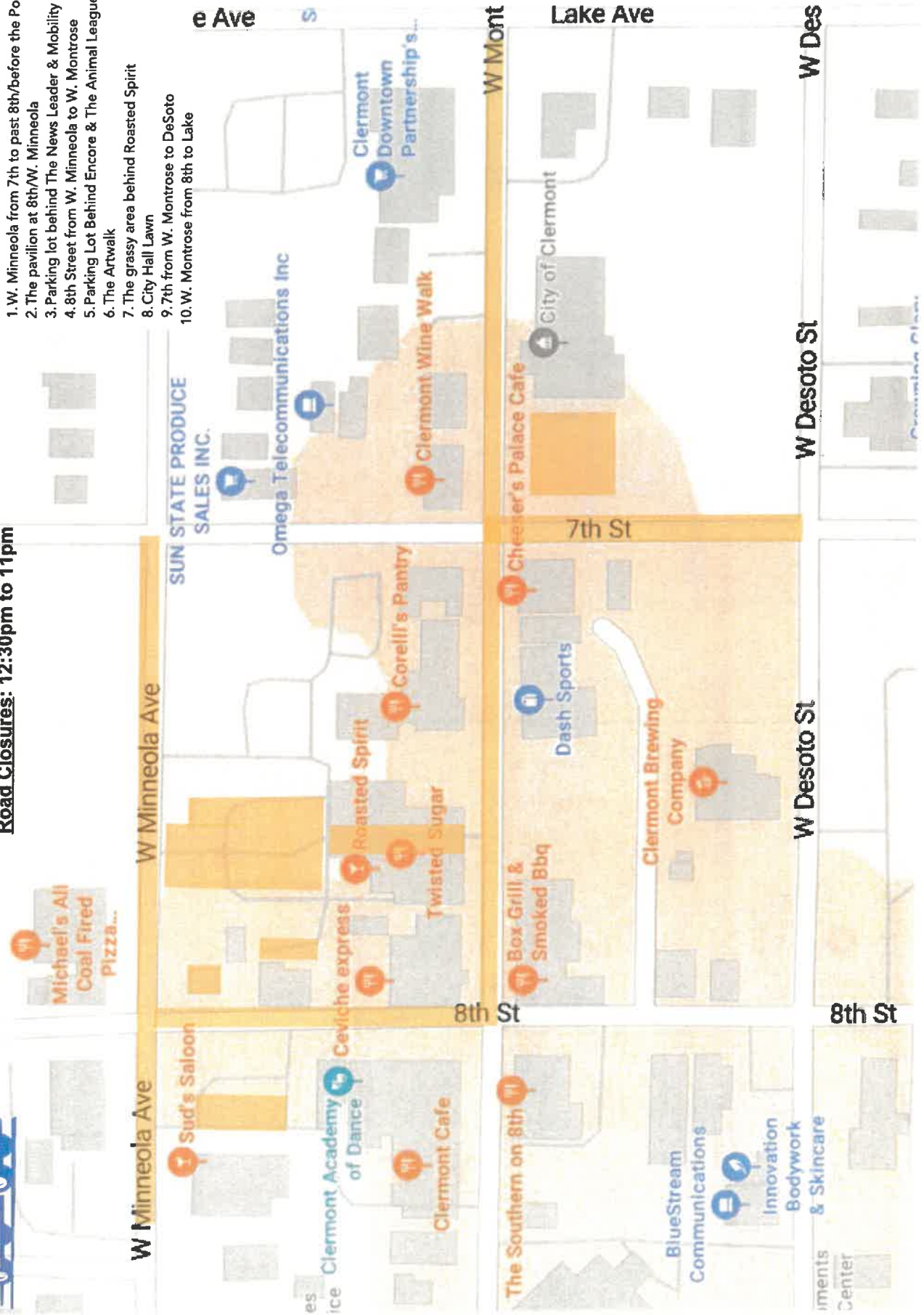
Downtown Streets Activated with Programming/Vendors/Entertainment

2024 Mega Food Trucks Footprint Request - January 20, 2024 - **Event Time: 4:00pm to 9:00pm**

Road Closures: 12:30pm to 11pm



1. W. Minneola from 7th to past 8th/before the Post Office
2. The pavilion at 8th/W. Minneola
3. Parking lot behind The News Leader & Mobility Rehab
4. 8th Street from W. Minneola to W. Montrose
5. Parking Lot Behind Encore & The Animal League
6. The Artwalk
7. The grassy area behind Roasted Spirit
8. City Hall Lawn
9. 7th from W. Montrose to DeSoto
10. W. Montrose from 8th to Lake





AGENDA ITEM

Meeting Date	
Tuesday, December 12, 2023	
Agenda Item Name	
Sommer Sports 2024 Events Request and Boat Ramp Closure	
Requested Action	
Consider the request from Sommer Sports to approve the 2024 season, open container allowance, and waive all associated ground fees, road closure for two events, and partial day closure of the boat ramp for two events.	
Staff Report	
Sommer Sports Race Series is one of three community events that has been designated by the City Council as a Community Partner Event. Sommer Sports is requesting approval of their 2024 season, which includes races on the following dates, which will take place at Victory Pointe and Waterfront Park and Downtown. These are the same routes that were approved by the City Council for the 2023 season. March 9, 2024 (Waterfront Park) March 10, 2024 (Waterfront Park and Boat Ramp Closure) March 24, 2024 (Waterfront Park) April 20, 2024 (Waterfront Park) May 11, 2024 (Waterfront Park) June 9, 2024 (Waterfront Park) July 14, 2024 (Waterfront Park) August 11, 2024 (Waterfront Park) September 15, 2024 (Waterfront Park) October 19, 2024 (Waterfront Park and Boat Ramp Closure) October 20, 2024 (waterfront Park) October 26, 2024 (Victory Pointe) December 21, 2024 (Downtown Clermont - Road Closure) Sommer Sports is requesting as a Community Partner Event that all park rental fees along with any fire/tent fees be waived, which supports the 2023 season. The total estimated amount of requested fee waivers is approximately \$43,670. Sommer Sports is requesting to allow an open container allowance during each of the race events which allows each participant one beverage per race. They will be using the appropriate measures for obtaining a licensed caterer for each event. Sommer Sports is also requesting the closure of the Boat Ramp for part of the day for two of their events and road closure for 2 events identical to last year. Road Closures – October 26, 2024, Nightmare on the Clermont Trails 6:30pm to 7:10pm northbound traffic lane of 12th from Minneola to CR 561 December 21, 2024 - Santa's Twilight 5K 900 a.m. - 10:30 p.m. - Montrose Street between 7th Street and the entrance of City Hall 530 p.m. - 7:30 p.m. - Montrose Street between West Avenue and 7th Street Boat Ramp Closures - March 10, 2024 - Great Clermont Tri / Florida Challenge Tri October 19, 2024 - Great Floridian Tri Midnight to 12:00 p.m. or sooner, depending on when the last swimmer is out of the water.	
Additional Analysis	

Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Application	Application.pdf	
2. 5k course	5k course.pdf	
3. bike course map	bike course map.pdf	
4. Map 2 and 3 Overview	Map 2 and 3 Overview.pdf	
5. swim course	swim course.pdf	
6. Letter to residents boat ramp closure	Letter to residents boat ramp closure.pdf	
7. Alcohol Permit	Alcohol Permit.pdf	
8. Alcohol Permit	Alcohol Permit.pdf	
9. Application	Application.pdf	
10. 5k & 10k maps	5k & 10k maps.pdf	
11. 13 mile map	13 mile map.pdf	
12. Map 2 and 3 Overview	Map 2 and 3 Overview.pdf	
13. Application	Application.pdf	
14. Earth Day 2 Miler	Earth Day 2 Miler.pdf	
15. Earth Day 5 Miler	Earth Day 5 Miler.pdf	
16. Map 2 and 3 Overview	Map 2 and 3 Overview.pdf	
17. Alcohol Permit	Alcohol Permit.pdf	
18. Application	Application.pdf	
19. Map 2 and 3 Overview	Map 2 and 3 Overview.pdf	
20. Sunset Tri. Bike Course	Sunset Tri. Bike Course.pdf	
21. Sunset Tri. Run Course	Sunset Tri. Run Course.pdf	
22. Sunset Tri. Swim Course	Sunset Tri. Swim Course.pdf	
23. Alcohol Permit	Alcohol Permit.pdf	
24. Application	Application.pdf	
25. 5k Run Course	5k Run Course.pdf	
26. 8 Mile Bike Course	8 Mile Bike Course.pdf	
27. Swim Map	Swim Map.pdf	
28. Alcohol Permit	Alcohol Permit.pdf	
29. Application	Application.pdf	
30. .25 Mile Swim Course	.25 Mile Swim Course.pdf	
31. 5k Run Course	5k Run Course.pdf	
32. 10.6 Mile Bike Course	10.6 Mile Bike Course.pdf	
33. Alcohol Permit	Alcohol Permit.pdf	
34. Application	Application.pdf	
35. Alcohol Permit	Alcohol Permit.pdf	
36. Application	Application.pdf	
37. Alcohol Permit	Alcohol Permit.pdf	
38. Application	Application.pdf	
39. Alcohol Permit	Alcohol Permit.pdf	
40. Application	Application.pdf	
41. .25 Mile Swim Course	.25 Mile Swim Course.pdf	
42. 5k Run Course	5k Run Course.pdf	
43. 10.6 Mile Bike Course	10.6 Mile Bike Course.pdf	
44. Alcohol Permit	Alcohol Permit.pdf	
45. Application	Application.pdf	
46. 1.2 Mile Swim Course	1.2 Mile Swim Course.pdf	
47. 5k Run Course	5k Run Course.pdf	
48. 13.1 Mile Run	13.1 Mile Run.pdf	
49. Bike Course	Bike Course.pdf	
50. Sprint Bike Course	Sprint Bike Course.pdf	

51.	2024 Notice to Residents and Businesses	2024 Notice to Residents and Businesses.pdf
52.	Alcohol Permit	Alcohol Permit.pdf
53.	Application	Application.pdf
54.	2024 5k map	2024 5k map.pdf
55.	2024 Santa Clermont Road Notice to Residents and Businesses	2024 Santa Clermont Road Notice to Residents and Businesses.pdf
56.	Application	Application.pdf
57.	5k map for 2024	5k map for 2024.pdf
58.	application for 5k	application for 5k.pdf



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 4/4/2023

Name of Event AdventHealth Great Clermont Triathlon

Date(s) of Event March 10 2024 Estimated Attendance: 600-800

Event Start Time: 6:30AM Event End Time: 3:00PM

Before Event Setup Time: Wednesday, 3/6/2024 9am After Event Cleanup Time: 3:30PM - 6:30PM

Name of Organization/Applicant Sommer Sports Events

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

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

Non-Profit documentation must be provided with application.

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

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

Federal ID # or Driver's License # _____

Event Contact Michelle Craske Email michelle@sommersports.com

Day Phone 352-394-1320 Cell Phone 352-988-9485

Address 1271 Commons Court City Clermont State FL Zip 34711

Secondary Contact Fred Sommer Phone # 352-394-1320

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

Briefly Describe Event:

The 41st Annual Great Clermont Triathlon, Florida's traditional season opener featuring an international (Olympic) distance triathlon with a 1.5K Swim, 40K Bike, and a 10K Run. Other events include a run-bike-run Duathlon along with relay team competition.

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

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

Other Location: _____

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

MAP 2



MAP 3



Alcohol Served: ☒ Yes ☐ No

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

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

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

Electrical Use: ☐ Yes ☒ No Describe the need:

Additional permits may be required based on use

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

Gas Fueled Equipment: ☒ Yes ☐ No Describe Use: light power

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

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

Cooking Equipment Use: ☐ Yes ☒ No

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

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

Insurance may be required by provider

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

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

If Yes, requires separate approval process completed by Company with the Fire Prevention Division.

The release of Sky Lanterns is not permitted under state law.

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

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

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

If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.

Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Live Television or Radio Broadcast: ☐ Yes ☒ No

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

Describe: Race Announcer with Music to announce finisher and add energy and excitement to the event

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

Banners or Attention Getting Devices: ☐ Yes ☒ No

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

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

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

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

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

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

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:

DATE OF EVENT:

EVENT CONTACT:

REFUND MAILING ADDRESS:

Advent Health Great Clermont Triathlon
March 10, 2024

Michelle Craske
 1271 Commons Court
 Street Address
 Clermont FL 34711
 City ST Zip
 352-988-9485

CELL PHONE:

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

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

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

Resident/Non-Profit rate is defined as

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

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

Non-Resident/Business rate is defined as

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

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

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

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

Indemnification, Insurance and Additional Costs

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



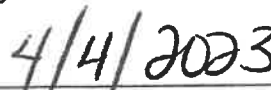
Applicant's Signature

Vice President

Title

Michelle Craske

Printed Name



Date

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

Department / Division Routing:

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

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



2024 Great Clermont Triathlon Sprint Bike Course Map



Leg	Dir	Type	Notes	Total
	→	Right	Turn right onto Palm St	0.0
0.0	→	Right	Turn right onto 3rd St	0.0
0.2	→	Right	Turn right onto W Osceola St	0.2
0.6	←	Left	Slight left onto West Ave	0.9
0.1	→	Right	Turn right onto W Minneola Ave	1.0
0.3	→	Right	Turn right onto 12th St	1.3
0.6	↑	Straight	Continue onto Lake Minneola Shores	1.9
1.0	→	Right	Turn right to stay on Lake Minneola Shores	3.0
2.2	→	Right	Turn right onto Lake Dr	5.1
0.1	↑	Straight	Continue straight onto N Lakeshore Dr	5.3
1.0	←	Left	N Lakeshore Dr turns slightly left and becomes W Washington St	6.3
0.1	→	Right	Turn right onto S Main Ave	6.4
0.2	→	Right	Slight right onto Lake Minneola Dr	6.6
0.6	↑	Straight	Continue onto East Ave	7.2
0.5	→	Right	Turn right onto W Osceola St	7.7
0.2	→	Right	Turn right at the 2nd cross street onto 3rd St	7.9
0.2	→	Right	Turn right onto Palm St	8.2
0.0	←	Left	Turn left to stay on Palm St	8.2
0.0	←	Left	Turn left to stay on Palm St	8.2

2024

Great Clermont 40K Bike Course



24.6 miles, + 1290 / - 1286 feet
Clay Island



Great Clermont 40K Bike Course

Num	Dist	Prev	Type	Note	Next
1.	0.0	0.0	📍	Start of route	0.0
2.	0.0	0.0	↩	Slight L onto 4th Street	0.1
3.	0.1	0.1	←	L onto Carroll Street	0.1
4.	0.2	0.1	↘	Sharp R onto 3rd Street	0.1
5.	0.3	0.1	→	R onto West Osceola Street	0.7
6.	1.0	0.7	→	R onto W Minneola Ave	0.3
7.	1.3	0.3	→	R onto 12th Street, CR 561	1.1
8.	2.4	1.1	↑	At roundabout, take exit 1 onto Lake Minneola Shores, CR 561	0.6

2.4 miles. +85/-85 feet

Num	Dist	Prev	Type	Note	Next
17.	17.3	2.7	←	L onto North Hancock Road	4.3
18.	21.5	4.3	→	R onto North Ridge Boulevard	1.5
19.	23.0	1.5	↑	Continue onto Pitt Street	1.1
20.	24.1	1.1	←	L onto East Avenue	0.0
21.	24.1	0.0	→	R onto West Osceola Street	0.2
22.	24.3	0.2	→	R onto 3rd Street	0.3
23.	24.6	0.3	📍	End of route	0.0

10.1 miles. +485/-506 feet

Num	Dist	Prev	Type	Note	Next
9.	3.0	0.6	→	R onto CR 561	2.2
10.	5.2	2.2	→	R onto Lake Drive	0.1
11.	5.3	0.1	↑	Continue onto Lakeshore Drive	1.1
12.	6.4	1.1	→	R onto South Main Avenue	1.3
13.	7.7	1.3	←	L onto Pitt Street	1.1
14.	8.8	1.1	↑	Continue onto North Jacks Lake Road	1.5
15.	10.3	1.5	←	L onto North Hancock Road	4.3
16.	14.6	4.3	→	R onto CR 561A	2.7

12.2 miles. +608/-560 feet

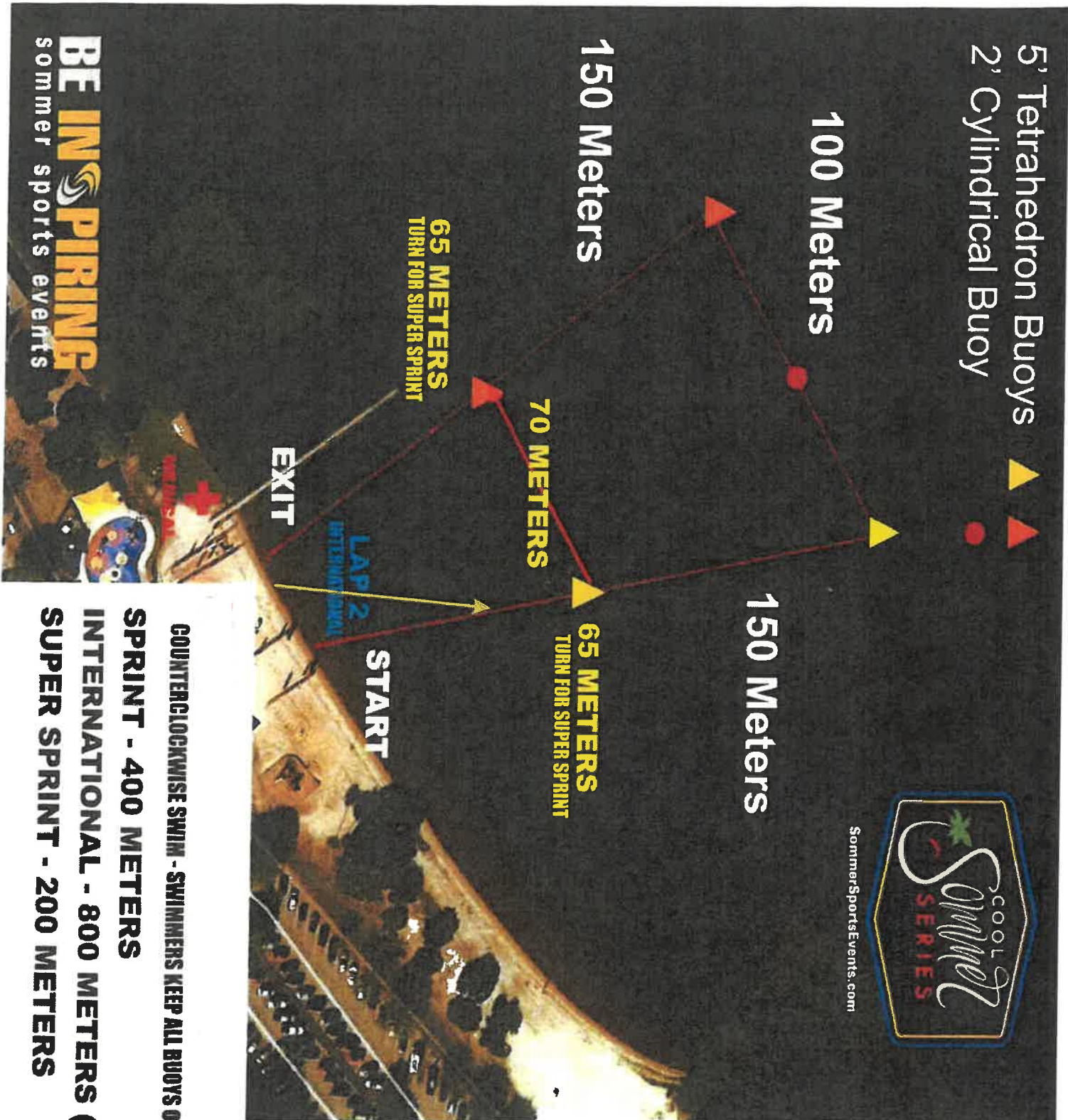
2024 Great Clermont Triathlon
40K Bike Course Turn by Turn

MAP 2



MAP 3





Notice to Area Residents and Businesses

Possible Traffic Delays / Parking Restrictions / Street Closures in Your Neighborhood



Dear Clermont City Council,

The 2024 Great Clermont Triathlon will be held on March 10th 2024 starting at 6:00 AM at Waterfront Park in Clermont. Sommer Sports would like to request the following closures in addition to our special event permit:

Boat Ramp Closure

- March 10, 2024 from 6:00 am – 10:00 am Clermont Boat Ramp – East Avenue – For Emergency Vehicles and access needed during the SWIM portion of the event only

Thank you for your consideration of these closings. Please know the Sommer Sports team is working diligently to present the best and safest event possible.

If you have any questions or comments, please contact Sommer Sports at 352-394-1320 or email info@sommersports.com.

Thank You,

Fred Sommer

Race Director, Sommer Sports

City of Clermont

Alcohol Permit Request Form



Today's Date 4/4/2023

Name of Organization/Applicant Sommer Sports Events

Name of Event AdventHealth Great Clermont Triathlon

Date(s) of Event 3/10/24

Rental Location Waterfront Park

Anticipated attendance 600-800

Event Start Time 7:00am

Event End Time 12:00pm

Briefly describe the event Athletes receive a drink coupon with their race entry to enjoy a beverage after the Triathlon/5K event.

Name of Licensed beverage caterer: Premier Bartending Services

Phone 407-457-8011

Primary email address victor.premierbar@gmail.com

Alcohol to be served (check all that apply) ☐ Liquor ☒ Beer ☒ Wine/Champagne ☐ Other
A copy of the caterer's license and a Certificate of Insurance must be submitted with the request form.

Effective August 10, 2022, the Applicant is required to staff Extra-Detail Clermont Police Officers for rentals/events serving alcohol on City property. Failure to comply with the terms of this policy will result in cancelation of the alcohol approval. The Clermont Police Department's regular detail rate is \$52.00 per hour, per officer. Additional hourly surcharges may apply. The number of officers and hours required will be determined by the City. Refer to the rental application for more information.

Applicant's Initials MC

Exceptions to this policy will be considered on a case-by-case basis, and depend on the size and nature of the event. If requesting an exception, provide a brief explanation:

I understand that City staff must be notified of all changes to the approved alcohol request, and only the approved licensed caterer is permitted to serve alcohol. The event is subject to immediate cancellation, without refund, for violations of this policy.

Applicant Signature M. Crooke Date 4/4/2023

Please allow 30 days for the alcohol request to be processed

FOR CITY STAFF USE ONLY

Approval for the service of alcoholic beverages is ☐ GRANTED ☐ DENIED

Extra- Detail Exception ☐ GRANTED ☐ DENIED

Notes:

CITY STAFF SIGNATURE _____ TITLE _____ DATE _____

Please return the completed request to: Clermont City Center
Parks & Recreation Dept.
620 W. Montrose Street
Clermont, FL 34711

City of Clermont - Alcohol Policy

Alcohol Permit Request Forms will not be accepted less than 30 days from the event date.

This policy applies to all rentals/event requesting to serve alcohol within any City of Clermont building, park, street, or premises. Alcohol must be served by an approved, licensed and insured business/caterer that has obtained a State of Florida Alcohol, Beverage and Tobacco License. Examples include: 13CT catering, 4COP or non-profit 1, 2, 3 day permit.

How to apply:

- 1) Submit Alcohol Permit Request Form, Certificate of Insurance, and Caterer's Alcohol License
*Staff will not accept partial or incomplete forms/paperwork
- 2) Allow 14 days for review
- 3) City staff will notify the Applicant regarding approval status
- 4) If the request is denied, alcohol is not permitted to be brought on property. It is the Applicant's responsibility to ensure guests adhere to this policy. The event is subject to immediate cancellation if alcohol is present.
- 5) If approved, review alcohol guidelines below and in the rental application. It is the Applicants responsibility to notify city staff of any changes.
- 6) Refer to the rental application for more information on scheduling Extra-Detail Police Officers.

Alcohol Guidelines

1. City, County and State of Florida laws and ordinances must be adhered to at all times
2. Alcoholic beverage service must end at least 30 minutes prior to contract end time for all events or 1 hour before building, facility or event curfew time; whichever comes earlier.
3. All 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. 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 contract must be executed between the City of Clermont and the organization/individual, which will be binding. Failure to comply with the terms and conditions of the contract may result in cancellation of the event and/or denial of future requests by the requesting party.
6. The Applicant 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. The Applicant is responsible for managing the safety and conduct of guests.
10. Alcohol is not permitted on premises prior to event setup and must be removed immediately following the end of the event.
11. Additional city staff may be required and will be billed to the Applicant.
12. Alcohol is not permitted at youth related events.

City of Clermont

Alcohol Permit Request Form



Today's Date 4/4/2023

Name of Organization/Applicant Sommer Sports Events

Name of Event AdventHealth Lake Minneola Half/10K/5K

Date(s) of Event 3/24/24

Rental Location Waterfront Park

Anticipated attendance 600-800

Event Start Time 7:00am

Event End Time 1:00pm

Briefly describe the event Athletes receive a drink coupon with their race entry to enjoy a beverage after the Triathlon/5K event.

Name of Licensed beverage caterer: Premier Bartending Services

Phone 407-457-8011

Primary email address victor.premierbar@gmail.com

Alcohol to be served (check all that apply) ☐ Liquor ☒ Beer ☒ Wine/Champagne ☐ Other
A copy of the caterer's license and a Certificate of Insurance must be submitted with the request form.

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I understand that City staff must be notified of all changes to the approved alcohol request, and only the approved licensed caterer is permitted to serve alcohol. The event is subject to immediate cancellation, without refund, for violations of this policy.

Applicant Signature Y.M. Craske Date 4/4/2023

Please allow 30 days for the alcohol request to be processed

FOR CITY STAFF USE ONLY

Approval for the service of alcoholic beverages is ☐ GRANTED ☐ DENIED

Extra- Detail Exception ☐ GRANTED ☐ DENIED

Notes:

CITY STAFF SIGNATURE _____ TITLE _____ DATE _____

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3. All 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. 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 contract must be executed between the City of Clermont and the organization/individual, which will be binding. Failure to comply with the terms and conditions of the contract may result in cancellation of the event and/or denial of future requests by the requesting party.
6. The Applicant 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.
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10. Alcohol is not permitted on premises prior to event setup and must be removed immediately following the end of the event.
11. Additional city staff may be required and will be billed to the Applicant.
12. Alcohol is not permitted at youth related events.



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date

4/4/2023

Name of Event

AdventHealth Lake Minneola Half/10K/5K

Date(s) of Event

March 24, 2024

Estimated Attendance:

600-900

Event Start Time:

6:30AM

Event End Time:

1:00PM

Before Event Setup Time:

Thursday, 3/21/2024 9am

After Event Cleanup Time:

1:00PM - 5PM

Name of Organization/Applicant

Sommer Sports Events

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

Check Type of Organization

☐

Resident

☐

Non Resident

☐

Non-Profit

☒

Business

Non-Profit documentation must be provided with application.

Tax Exempt

☐

Yes

☒

No

If yes, provide Tax Exempt #

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

Federal ID # or Driver's License #

Event Contact

Michelle Craske

Email

michelle@sommersports.com

Day Phone

352-394-1320

Cell Phone

352-988-9485

Address

1271 Commons Court

City

Clermont

State

FL

Zip

34711

Secondary Contact

Fred Sommer

Phone #

352-394-1320

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

Briefly Describe Event:

Beautiful run along the Lake Minneola Waterfront on the South Lake Trail, featuring a Half Marathon/10K and 5K distance.

Location of Event on City Property:

Map 1

☐

A

☐

B

☒

C

☐

D

☐

Map 2

☐

Map 3

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

Other Location:

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

MAP 2



MAP 3



Alcohol Served: ☒ Yes ☐ No

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

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

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

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

Additional permits may be required based on use

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

Gas Fueled Equipment: ☒ Yes ☐ No Describe Use: light power

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

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

Cooking Equipment Use: ☐ Yes ☒ No

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

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

Insurance may be required by provider

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

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

If Yes, requires separate approval process completed by Company with the Fire Prevention Division.

The release of Sky Lanterns is not permitted under state law.

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

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

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

If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.

Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Live Television or Radio Broadcast: ☐ Yes ☒ No

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

Describe: Race Announcer with Music to announce finisher and add energy and excitement to the event

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

Banners or Attention Getting Devices: ☐ Yes ☒ No

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

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

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

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

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

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

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:

DATE OF EVENT:

EVENT CONTACT:

REFUND MAILING ADDRESS:

Adventhealth Lake Minnecda Half 10K/5K
3/24/2024

Michelle Craske

1271 Commons Court

Street Address

Clermont

FL

34711

City

ST

Zip

352-988-9485

CELL PHONE:

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

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

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

Resident/Non-Profit rate is defined as

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

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

Non-Resident/Business rate is defined as

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

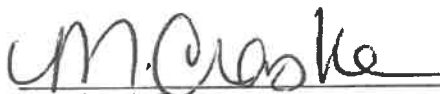
**Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

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

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

Indemnification, Insurance and Additional Costs

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



Applicant's Signature

Michelle Craske

Printed Name

Vice President

Title

4/4/2023

Date

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

Department / Division Routing:

a) Parks & Rec. Dept.

b) Police Department

c) Fire Department

d) Public Works Dept.

e) Development Services Dept.

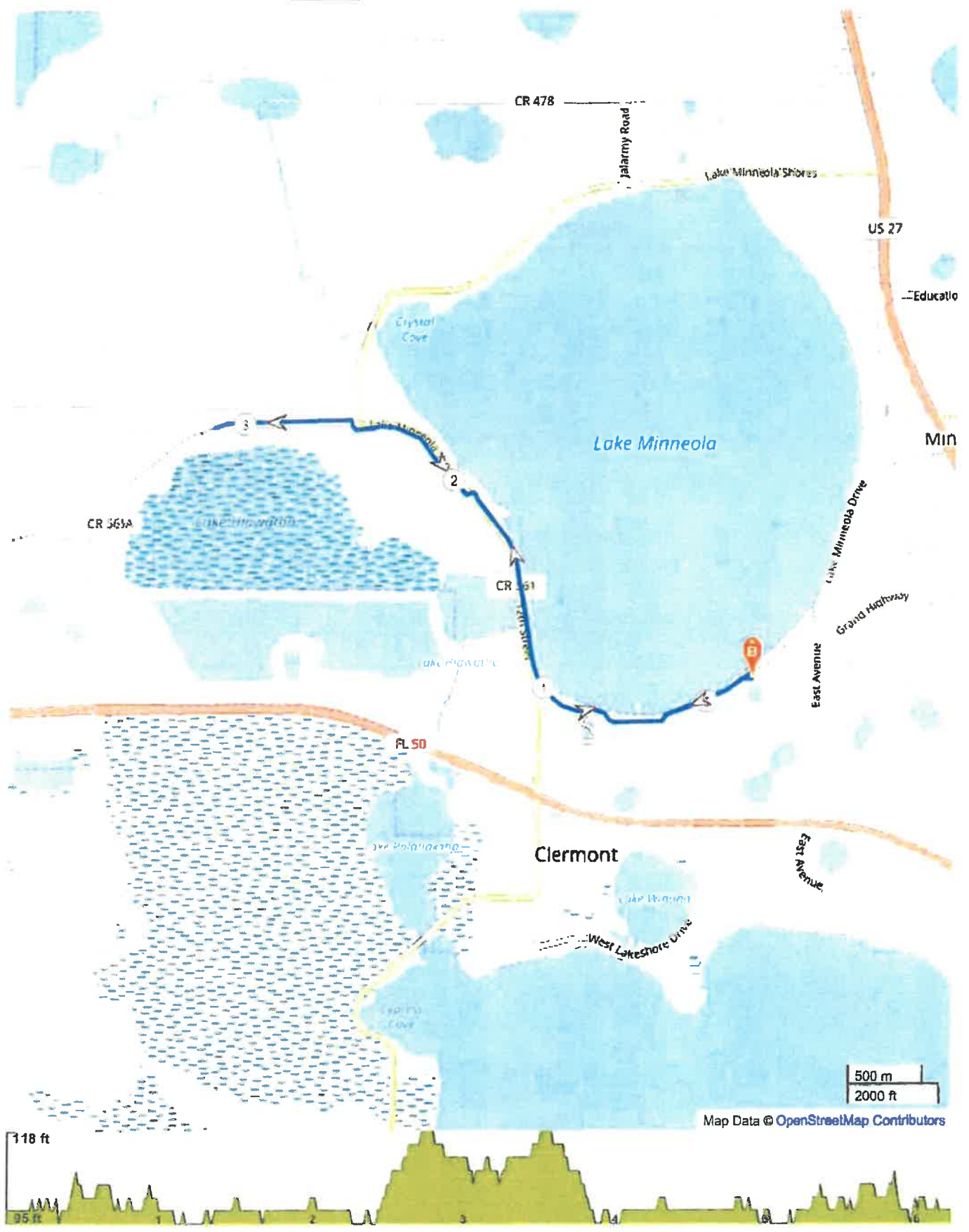
Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.



ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	0.000		Start on
2	0.406	↰	Keep left onto South Lake Trail
3	5.828	↱	Turn slight right onto South Lake Trail
4	6.225		FINISH

2024 Lake Minneola Half - 10K Course

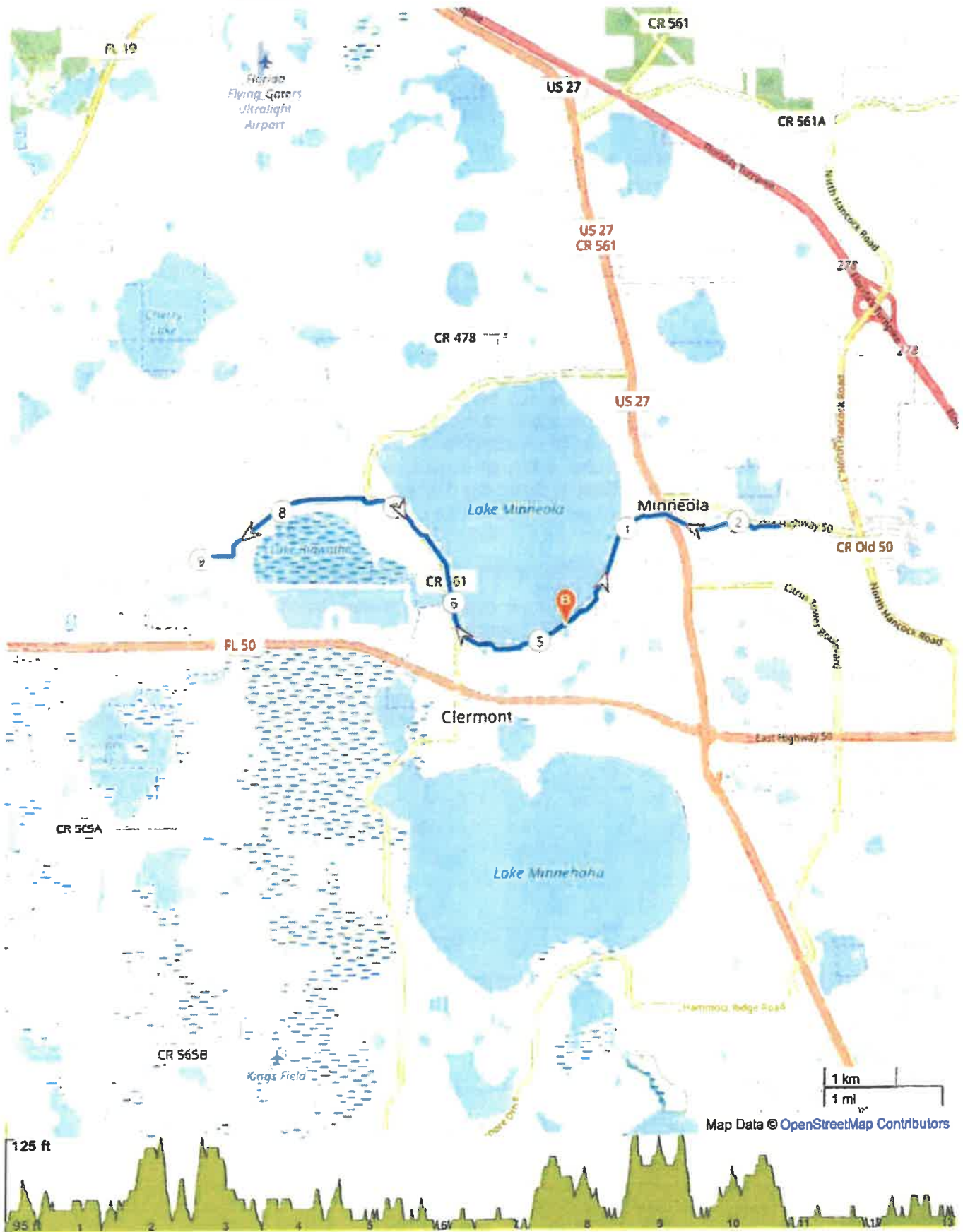


ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	0.000		Start on South Lake Trail
2	0.436		Keep right onto South Lake Trail
3	5.147	↰	Keep left onto South Lake Trail
4	9.381	↗	Keep right onto South Lake Trail
5	12.711	↗	Turn slight right onto South Lake Trail
6	13.113		FINISH

2024

Lake Minneola Half Marathon - 13.1 Course



MAP 2



MAP 3





APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date

4/4/2023

Name of Event

AdventHealth Earth Day 5 Mile/2 Miler

Date(s) of Event

April 20, 2024

Estimated Attendance:

200-300

Event Start Time:

6:30AM

Event End Time:

12:00PM

Before Event Setup Time:

Thursday, 4/18/2024 9am

After Event Cleanup Time:

9:30PM (After Sunset Tri)

Name of Organization/Applicant

Sommer Sports Events

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

Check Type of Organization

☐

Resident

☐

Non Resident

☐

Non-Profit

☒

Business

Non-Profit documentation must be provided with application.

Tax Exempt

☐

Yes

☒

No

If yes, provide Tax Exempt #

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

Federal ID # or Driver's License #

Event Contact

Michelle Craske

Email

michelle@sommersports.com

Day Phone

352-394-1320

Cell Phone

352-988-9485

Address

1271 Commons Court

City

Clermont

State FL

Zip

34711

Secondary Contact

Fred Sommer

Phone #

352-394-1320

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

Briefly Describe Event:

A celebration of Earth Day and the beauty that surrounds Clermont and Lake Minneola with out and back 5 Mile and 2 Mile runs along the lake on the South Lake Trail.

Location of Event on City Property:

Map 1

☐

A

☐

B

☒

C

☐

D

☐

Map 2

☐

Map 3

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

Other Location:

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☒ Yes ☐ No

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

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

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

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

Additional permits may be required based on use

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

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

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

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

Cooking Equipment Use: ☐ Yes ☒ No

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

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

Insurance may be required by provider

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

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

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

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

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

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

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

Live Television or Radio Broadcast: ☐ Yes ☒ No

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

Describe: Race Announcer with Music to announce finisher and add energy and excitement to the event

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

Banners or Attention Getting Devices: ☐ Yes ☒ No

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

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

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

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

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

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

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

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

Non-Resident/Business rate is defined as

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- Business is located outside the Clermont city limits

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

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

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

Indemnification, Insurance and Additional Costs

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

M. Craske

Applicant's Signature

Michelle Craske

Printed Name

Vice President

Title

4/4/2023

Date

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

Department / Division Routing:

a) Parks & Rec. Dept.

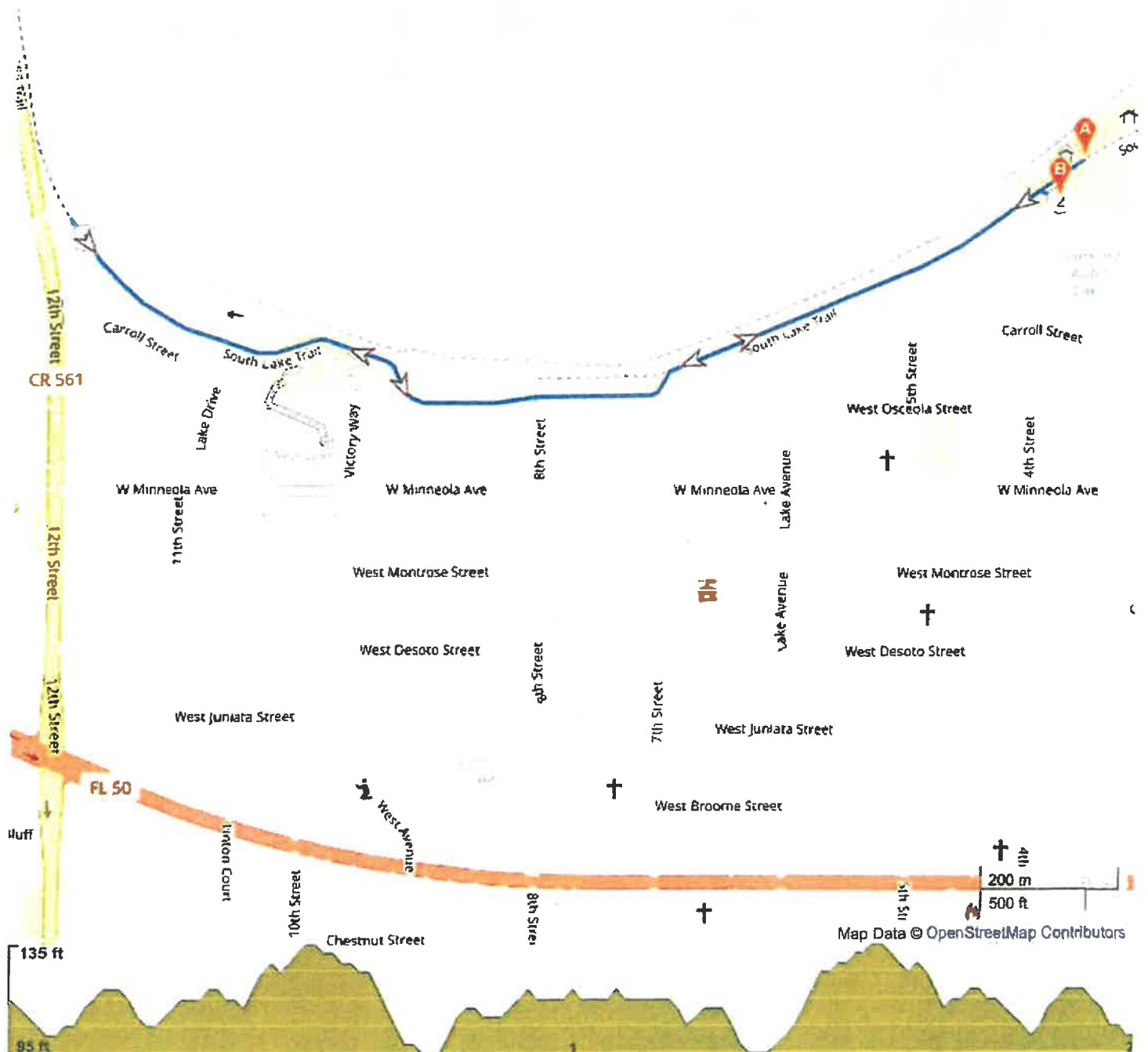
b) Police Department

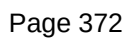
c) Fire Department

d) Public Works Dept.

e) Development Services Dept.

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





MAP 2



MAP 3



City of Clermont

Alcohol Permit Request Form



Today's Date 4/4/2023

Name of Organization/Applicant Sommer Sports Events

Name of Event AdventHealth Lake Minneola Sunset Tri/5K Date(s) of Event 4/20/24

Rental Location Waterfront Park Anticipated attendance 200-300

Event Start Time 6:00pm Event End Time 9:30pm

Briefly describe the event Athletes receive a drink coupon with their race entry to enjoy a beverage after the Triathlon/5K event.

Name of Licensed beverage caterer: Premier Bartending Services

Phone 407-457-8011

Primary email address victor.premierbar@gmail.com

Alcohol to be served (check all that apply) ☐ Liquor ☒ Beer ☒ Wine/Champagne ☐ Other
A copy of the caterer's license and a Certificate of Insurance must be submitted with the request form.

Effective August 10, 2022, the Applicant is required to staff Extra-Detail Clermont Police Officers for rentals/events serving alcohol on City property. Failure to comply with the terms of this policy will result in cancelation of the alcohol approval. The Clermont Police Department's regular detail rate is \$52.00 per hour, per officer. Additional hourly surcharges may apply. The number of officers and hours required will be determined by the City. Refer to the rental application for more information.

Applicant's Initials MC

Exceptions to this policy will be considered on a case-by-case basis, and depend on the size and nature of the event. If requesting an exception, provide a brief explanation:

I understand that City staff must be notified of all changes to the approved alcohol request, and only the approved licensed caterer is permitted to serve alcohol. The event is subject to immediate cancellation, without refund, for violations of this policy.

Applicant Signature M. Crowke Date 4/4/2023

Please allow 30 days for the alcohol request to be processed

FOR CITY STAFF USE ONLY

Approval for the service of alcoholic beverages is ☐ GRANTED ☐ DENIED

Extra- Detail Exception ☐ GRANTED ☐ DENIED

Notes:

CITY STAFF SIGNATURE _____ TITLE _____ DATE _____

Please return the completed request to: Clermont City Center
Parks & Recreation Dept.
620 W. Montrose Street
Clermont, FL 34711



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date

4/4/2023

Name of Event

AdventHealth Lake Minneola Sunset Triathlon/5K

Date(s) of Event

April 20, 2024

Estimated Attendance:

300-500

Event Start Time:

6:30PM

Event End Time:

9:30PM

Before Event Setup Time:

Friday, 4/19/2024 9am

After Event Cleanup Time:

9:30PM - 11PM

Name of Organization/Applicant

Sommer Sports Events

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

Check Type of Organization

☐

Resident

☐

Non Resident

☐

Non-Profit

☒

Business

Non-Profit documentation must be provided with application.

Tax Exempt

☐

Yes

☒

No

If yes, provide Tax Exempt #

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

Federal ID # or Driver's License #

Event Contact

Michelle Craske

Email

michelle@sommersports.com

Day Phone

352-394-1320

Cell Phone

352-988-9485

Address

1271 Commons Court

City

Clermont

State FL

Zip

34711

Secondary Contact

Fred Sommer

Phone #

352-394-1320

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

Briefly Describe Event:

Race out and back on the South Lake Trail, featuring choice of a Half Marathon/10K and 5K distance

Location of Event on City Property:

Map 1

☐

A

☐

B

☒

C

☐

D

☐

Map 2

☐

Map 3

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

Other Location:

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☒ Yes ☐ No

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

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

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

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

Additional permits may be required based on use

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

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

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

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

Cooking Equipment Use: ☐ Yes ☒ No

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

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

Insurance may be required by provider

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

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

If Yes, requires separate approval process completed by Company with the Fire Prevention Division.

The release of Sky Lanterns is not permitted under state law.

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

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

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

If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.

Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Live Television or Radio Broadcast: ☐ Yes ☒ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe: Race Announcer with Music

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☐ Yes ☒ No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☐ Yes ☒ No

Will this event use other venues and/or municipalities such as Lake County? ☐ Yes ☒ No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event? ☒ Yes ☐ No

Are you requesting the boat ramp be closed in order to be used for overflow parking? ☐ Yes ☒ No

Boat ramp closure request will only be considered by the City Council for events that have over 1000 expected in attendance.

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT: _____

DATE OF EVENT: _____

EVENT CONTACT: _____ Michelle Craske

REFUND MAILING ADDRESS: _____ 1271 Commons Court

Street Address _____

Clermont _____ FL _____ 34711

City _____ ST _____ Zip _____

CELL PHONE: _____ 352-988-9485

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
VICTORY POINTE				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
- ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$35	\$35	Per Person, Per Hour	
Public Works Event Staff	\$35	\$35	4 hr. min, per staff	
Police Officer	\$42	\$42	4 hr. min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
				Sales Tax
				GRAND TOTAL

Resident/Non-Profit rate is defined as

- A resident or land owner located in the Clermont city limits
- A business located in the Clermont city limits
- Be an organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.

**Non-Profits must provide business license, proof of non-profit status (5013C)*

Non-Resident/Business rate is defined as

- Applicant resides outside the Clermont city limits
- Business is located outside the Clermont city limits

**Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

PLEASE NOTE: The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

Indemnification, Insurance and Additional Costs

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.

 _____ Applicant's Signature	Vice President _____ Title
Michelle Craske _____ Printed Name	 _____ Date

*******FOR CITY DEPARTMENT REVIEW ONLY*******

Department / Division Routing:

- | | | |
|-----------------------|-------------------------------|--------------------|
| a) Parks & Rec. Dept. | b) Police Department | c) Fire Department |
| d) Public Works Dept. | e) Development Services Dept. | |

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.

MAP 2



MAP 3





2024

Sprint Triathlon 8 mile Bike Course

8.2 miles

Leg	Dir	Type	Notes	Total
	→	Right	Turn right onto Palm St	0.0
0.0	→	Right	Turn right onto 3rd St	0.0
0.2	→	Right	Turn right onto W Osceola St	0.2
0.6	←	Left	Slight left onto West Ave	0.9
0.1	→	Right	Turn right onto W Minneola Ave	1.0
0.3	→	Right	Turn right onto 12th St	1.3
0.6	↑	Straight	Continue onto Lake Minneola Shores	1.9
1.0	→	Right	Turn right to stay on Lake Minneola Shores	3.0
2.2	→	Right	Turn right onto Lake Dr	5.1
0.1	↑	Straight	Continue straight onto N Lakeshore Dr	5.3
1.0	←	Left	N Lakeshore Dr turns slightly left and becomes W Washington St	6.3
0.1	→	Right	Turn right onto S Main Ave	6.4
0.2	→	Right	Slight right onto Lake Minneola Dr	6.6
0.6	↑	Straight	Continue onto East Ave	7.2
0.5	→	Right	Turn right onto W Osceola St	7.7
0.2	→	Right	Turn right at the 2nd cross street onto 3rd St	7.9
0.2	→	Right	Turn right onto Palm St	8.2
0.0	←	Left	Turn left to stay on Palm St	8.2
0.0	←	Left	Turn left to stay on Palm St	8.2

Ride With GPS · <https://ridewithgps.com>



ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	0.000		Start near 436 Lake Minneola Dr, Clermont, FL 34711, USA
2	3.091		FINISH



City of Clermont

Alcohol Permit Request Form



Today's Date 4/4/2023

Name of Organization/Applicant Sommer Sports Events

Name of Event AdventHealth Girlz on Fire Tri/5K Date(s) of Event 5/12/24

Rental Location Waterfront Park Anticipated attendance 300-500

Event Start Time 7:00am Event End Time 12:00pm

Briefly describe the event Athletes receive a drink coupon with their race entry to enjoy a beverage after the Triathlon/5K event.

Name of Licensed beverage caterer: Premier Bartending Services

Phone 407-457-8011

Primary email address victor.premierbar@gmail.com

Alcohol to be served (check all that apply) ☐ Liquor ☒ Beer ☒ Wine/Champagne ☐ Other
A copy of the caterer's license and a Certificate of Insurance must be submitted with the request form.

Effective August 10, 2022, the Applicant is required to staff Extra-Detail Clermont Police Officers for rentals/events serving alcohol on City property. Failure to comply with the terms of this policy will result in cancellation of the alcohol approval. The Clermont Police Department's regular detail rate is \$52.00 per hour, per officer. Additional hourly surcharges may apply. The number of officers and hours required will be determined by the City. Refer to the rental application for more information.

Applicant's Initials MC

Exceptions to this policy will be considered on a case-by-case basis, and depend on the size and nature of the event. If requesting an exception, provide a brief explanation:

I understand that City staff must be notified of all changes to the approved alcohol request, and only the approved licensed caterer is permitted to serve alcohol. The event is subject to immediate cancellation, without refund, for violations of this policy.

Applicant Signature M. Crapke Date 4/4/2023

Please allow 30 days for the alcohol request to be processed

FOR CITY STAFF USE ONLY

Approval for the service of alcoholic beverages is ☐ GRANTED ☐ DENIED

Extra- Detail Exception ☐ GRANTED ☐ DENIED

Notes:

CITY STAFF SIGNATURE _____ TITLE _____ DATE _____

Please return the completed request to: Clermont City Center
Parks & Recreation Dept.
620 W. Montrose Street
Clermont, FL 34711



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date

4/4/2023

Name of Event

AdventHealth Girlz on Fire Triathlon/5K

Date(s) of Event

May 11, 2024

Estimated Attendance:

400-600

Event Start Time:

7:00AM

Event End Time:

1:00PM

Before Event Setup Time:

Friday, 5/11/2024 9am

After Event Cleanup Time:

1:00PM - 5PM

Name of Organization/Applicant

Sommer Sports Events

The refundable deposit will be made payable and mailed to the name and address of the applicant listed

Check Type of Organization

☐

Resident

☐

Non Resident

☐

Non-Profit

☒

Business

Non-Profit documentation must be provided with application.

Tax Exempt

☐

Yes

☒

No

If yes, provide Tax Exempt #

If Yes, you must provide your Tax Exempt Certificate with application.

Federal ID # or Driver's License #

Event Contact

Michelle Craske

Email

michelle@sommersports.com

Day Phone

352-394-1320

Cell Phone

352-988-9485

Address

1271 Commons Court

City

Clermont

State FL

Zip

34711

Secondary Contact

Fred Sommer

Phone #

352-394-1320

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

Briefly Describe Event:

A Mother's Day event just for the ladies, the Girlz on Fire Sprint Triathlon & 5K at the World Triathlon Destination, Clermont, FL. The Girlz on Fire Triathlon features a .25 mile Swim, 8 mile bike, and a 3.1 mile Run, along with a Duathlon and 5K Run/Walk.

Location of Event on City Property:

Map 1

☐

A

☐

B

☒

C

☐

D

☐

Map 2

☐

Map 3

Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location:

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

MAP 2



MAP 3



Alcohol Served: ☒ Yes ☐ No

If Yes, State Alcoholic Beverage License REQUIRED for sale of alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* _____

*Tents larger than 900 sq. ft. will require an additional permit

Electrical Use: ☐ Yes ☒ No Describe the need: _____

Additional permits may be required based on use

Electrical Power Provided: ☒ Generator ☐ Temporary Power Drop ☐ Property Power

Gas Fueled Equipment: ☒ Yes ☐ No Describe Use: _____

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source ☐ Propane ☐ Natural Gas ☐ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☐ Yes ☒ No

If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☐ Fryers ☐ Propane Grill ☐ Charcoal Grill ☐ Concession Trailer ☐ Food Trucks

Insurance may be required by provider

Rides: ☐ Yes ☒ No Ride Types: ☐ Mechanical ☐ Bounce Houses ☐ Animals

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

If Yes, requires separate approval process completed by Company with the Fire Prevention Division.
The release of Sky Lanterns is not permitted under state law.

Streets to be Closed or Traffic Control: ☒ Yes ☐ No

Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: ☒ Yes ☐ No

If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.
Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Live Television or Radio Broadcast: ☐ Yes ☒ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe: Race Announcer with Music to announce finisher and add energy and excitement to the event

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☐ Yes ☒ No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☐ Yes ☒ No

Will this event use other venues and/or municipalities such as Lake County? ☐ Yes ☒ No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event? ☒ Yes ☐ No

Are you requesting the boat ramp be closed in order to be used for overflow parking? ☐ Yes ☒ No

Boat ramp closure request will only be considered by the City Council for events that have over 1000 expected in attendance.

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:

DATE OF EVENT:

EVENT CONTACT:

REFUND MAILING ADDRESS:

AdventHealth Girls on Fire Triathlon/5K

5/11/2024

Michelle Craske

1271 Commons Court

Street Address

Clermont

FL

34711

City

ST

Zip

352-988-9485

CELL PHONE:

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
VICTORY POINTE				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$35	\$35	Per Person, Per Hour	
Public Works Event Staff	\$35	\$35	4 hr. min, per staff	
Police Officer	\$42	\$42	4 hr. min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
				Sales Tax
				GRAND TOTAL

Resident/Non-Profit rate is defined as

- A resident or land owner located in the Clermont city limits
- A business located in the Clermont city limits
- Be an organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.

**Non-Profits must provide business license, proof of non-profit status (5013C)*

Non-Resident/Business rate is defined as

- Applicant resides outside the Clermont city limits
- Business is located outside the Clermont city limits

**Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

PLEASE NOTE: The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

Indemnification, Insurance and Additional Costs

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.



Applicant's Signature

Michelle Craske

Printed Name

Vice President

Title

4/4/2023

Date

*****FOR CITY DEPARTMENT REVIEW ONLY*****

Department / Division Routing:

a) Parks & Rec. Dept.

b) Police Department

c) Fire Department

d) Public Works Dept.

e) Development Services Dept.

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.

Girlz On Fire 5K Run Course



ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	0.000		Start near 436 Lake Minneola Dr, Clermont, FL 34711, USA
2	3.091		FINISH



Sprint Triathlon 8 mile Bike Course 8.2 miles

Leg	Dir	Type	Notes	Total
	→	Right	Turn right onto Palm St	0.0
0.0	→	Right	Turn right onto 3rd St	0.0
0.2	→	Right	Turn right onto W Osceola St	0.2
0.6	←	Left	Slight left onto West Ave	0.9
0.1	→	Right	Turn right onto W Minneola Ave	1.0
0.3	→	Right	Turn right onto 12th St	1.3
0.6	↑	Straight	Continue onto Lake Minneola Shores	1.9
1.0	→	Right	Turn right to stay on Lake Minneola Shores	3.0
2.2	→	Right	Turn right onto Lake Dr	5.1
0.1	↑	Straight	Continue straight onto N Lakeshore Dr	5.3
1.0	←	Left	N Lakeshore Dr turns slightly left and becomes W Washington St	6.3
0.1	→	Right	Turn right onto S Main Ave	6.4
0.2	→	Right	Slight right onto Lake Minneola Dr	6.6
0.6	↑	Straight	Continue onto East Ave	7.2
0.5	→	Right	Turn right onto W Osceola St	7.7
0.2	→	Right	Turn right at the 2nd cross street onto 3rd St	7.9
0.2	→	Right	Turn right onto Palm St	8.2
0.0	←	Left	Turn left to stay on Palm St	8.2
0.0	←	Left	Turn left to stay on Palm St	8.2

Ride With GPS · <https://ridewithgps.com>

- 5' Tetrahedron Buoys ▲ ▲
- 2' Cylindrical Buoy ●

100 Meters

150 Meters

150 Meters

70 METERS

65 METERS
TURN FOR SUPER SPRINT

65 METERS
TURN FOR SUPER SPRINT

START

EXIT



COUNTERCLOCKWISE SWIM - SWIMMERS KEEP ALL BUOYS ON THEIR LEFT
SPRINT - 400 METERS

BE IN PIRING
summer sports events

City of Clermont

Alcohol Permit Request Form



Today's Date 4/4/2023

Name of Organization/Applicant Sommer Sports Events

Name of Event AdventHealth Cool Sommer Mornings Tri/5K Date(s) of Event 6/8/24

Rental Location Waterfront Park Anticipated attendance 600-800

Event Start Time 7:00am Event End Time 12:00pm

Briefly describe the event Athletes receive a drink coupon with their race entry to enjoy a beverage after the Triathlon/5K event.

Name of Licensed beverage caterer: Premier Bartending Services

Phone 407-457-8011

Primary email address victor.premierbar@gmail.com

Alcohol to be served (check all that apply) ☐ Liquor ☒ Beer ☒ Wine/Champagne ☐ Other
A copy of the caterer's license and a Certificate of Insurance must be submitted with the request form.

Effective August 10, 2022, the Applicant is required to staff Extra-Detail Clermont Police Officers for rentals/events serving alcohol on City property. Failure to comply with the terms of this policy will result in cancelation of the alcohol approval. The Clermont Police Department's regular detail rate is \$52.00 per hour, per officer. Additional hourly surcharges may apply. The number of officers and hours required will be determined by the City. Refer to the rental application for more information.

Applicant's Initials MC

Exceptions to this policy will be considered on a case-by-case basis, and depend on the size and nature of the event. If requesting an exception, provide a brief explanation:

I understand that City staff must be notified of all changes to the approved alcohol request, and only the approved licensed caterer is permitted to serve alcohol. The event is subject to immediate cancellation, without refund, for violations of this policy.

Applicant Signature M. Crooke Date 4/4/2023

Please allow 30 days for the alcohol request to be processed

FOR CITY STAFF USE ONLY

Approval for the service of alcoholic beverages is ☐ GRANTED ☐ DENIED
Extra- Detail Exception ☐ GRANTED ☐ DENIED

Notes:

CITY STAFF SIGNATURE _____ TITLE _____ DATE _____

Please return the completed request to: Clermont City Center
Parks & Recreation Dept.
620 W. Montrose Street
Clermont, FL 34711



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date

4/4/2023

Name of Event

AdventHealth Cool Sommer Mornings Triathlon/5K #1

Date(s) of Event

June 9 2024

Estimated Attendance: 600-800

Event Start Time:

7:00AM

Event End Time:

1:00PM

Before Event Setup Time:

Wednesday, 6/5/2024 9am

After Event Cleanup Time:

1:00PM - 5PM

Name of Organization/Applicant

Sommer Sports Events

The refundable deposit will be made payable and mailed to the name and address of the applicant listed

Check Type of Organization

☐

Resident

☐

Non Resident

☐

Non-Profit

☒

Business

Non-Profit documentation must be provided with application.

Tax Exempt ☐ Yes ☒ No If yes, provide Tax Exempt #

If Yes, you must provide your Tax Exempt Certificate with application.

Federal ID # or Driver's License #

Event Contact

Michelle Craske

Email

michelle@sommersports.com

Day Phone

352-394-1320

Cell Phone

352-988-9485

Address

1271 Commons Court

City

Clermont

State FL

Zip

34711

Secondary Contact

Fred Sommer

Phone #

352-394-1320

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

Briefly Describe Event:

Race #1 of the Cool Sommer Mornings Series. Each race of the series is uniquely themed and features a sprint and intermediate distance triathlon, a sprint duathlon, intermediate aquabike, and a 5K run/walk.

Location of Event on City Property:

Map 1

☐

A

☐

B

☒

C

☐

D

☐

Map 2

☐

Map 3

Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location:

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☒ Yes ☐ No

If Yes, State Alcoholic Beverage License REQUIRED for sale of alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* _____
**Tents larger than 900 sq. ft. will require an additional permit*

Electrical Use: ☐ Yes ☒ No Describe the need: _____
Additional permits may be required based on use

Electrical Power Provided: ☒ Generator ☐ Temporary Power Drop ☐ Property Power

Gas Fueled Equipment: ☒ Yes ☐ No Describe Use: _____
If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source ☐ Propane ☐ Natural Gas ☐ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☐ Yes ☒ No
If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☐ Fryers ☐ Propane Grill ☐ Charcoal Grill ☐ Concession Trailer ☐ Food Trucks
Insurance may be required by provider

Rides: ☐ Yes ☒ No Ride Types: ☐ Mechanical ☐ Bounce Houses ☐ Animals
Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No
*If Yes, requires separate approval process completed by Company with the Fire Prevention Division.
The release of Sky Lanterns is not permitted under state law.*

Streets to be Closed or Traffic Control: ☒ Yes ☐ No
Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: ☒ Yes ☐ No
*If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.
Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.*

Live Television or Radio Broadcast: ☐ Yes ☐ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe: Race Announcer with Music to announce finisher and add energy and excitement to the event
If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☐ Yes ☒ No
If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☐ Yes ☒ No

Will this event use other venues and/or municipalities such as Lake County? ☐ Yes ☒ No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event? ☒ Yes ☐ No

Are you requesting the boat ramp be closed in order to be used for overflow parking? ☐ Yes ☒ No

Boat ramp closure request will only be considered by the City Council for events that have over 1000 expected in attendance.

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:

DATE OF EVENT:

EVENT CONTACT:

REFUND MAILING ADDRESS:

Cool Summer Morning Triathlon/Sk

June 9, 2024

Michelle Craske

1271 Commons Court

Street Address

Clermont

FL

34711

City

ST

Zip

352-988-9485

CELL PHONE:

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
VICTORY POINTE				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
- ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$35	\$35	Per Person, Per Hour	
Public Works Event Staff	\$35	\$35	4 hr. min, per staff	
Police Officer	\$42	\$42	4 hr. min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
				Sales Tax
				GRAND TOTAL

Resident/Non-Profit rate is defined as

- A resident or land owner located in the Clermont city limits
- A business located in the Clermont city limits
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- Business is located outside the Clermont city limits

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Indemnification, Insurance and Additional Costs

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.



Applicant's Signature

Michelle Craske

Printed Name

Vice President

Title

4/4/2023

Date

*****FOR CITY DEPARTMENT REVIEW ONLY*****

Department / Division Routing:

a) Parks & Rec. Dept.

b) Police Department

c) Fire Department

d) Public Works Dept.

e) Development Services Dept.

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.

5' Tetrahedron Buoys ▲
 2' Cylindrical Buoy ●



SommerSportsEvents.com

100 Meters

150 Meters

150 Meters

65 METERS
TURN FOR SUPER SPRINT

70 METERS

65 METERS
TURN FOR SUPER SPRINT

START

LAP 2
INTERNATIONAL

EXIT

COOL SUMMER MORNINGS .25 MILE SWIM COURSE

COUNTERCLOCKWISE SWIM - SWIMMERS KEEP ALL BUOYS ON THEIR LEFT

SPRINT - 400 METERS

INTERNATIONAL - 800 METERS (2 LAPS)

SUPER SPRINT - 200 METERS

BE INSPIRING
 sommer sports events

Cool Sommer Mornings 5K Run Course





Leg	Dir	Type	Notes	Total
	→	Right	Turn right onto Palm St	0.0
0.0	→	Right	Turn right onto 3rd St	0.0
0.2	→	Right	Turn right onto W Osceola St	0.3
0.6	←	Left	W Osceola St turns slightly left and becomes West Ave	0.9
0.1	→	Right	Turn right at the 1st cross street onto W Minneola Ave	1.0
0.3	→	Right	Turn right onto 12th St	1.3
0.6	↑	Straight	Continue onto Lake Minneola Shores	1.9
1.0	→	Right	Turn right to stay on Lake Minneola Shores	3.0
2.2	→	Right	Turn right onto Lake Dr	5.2
0.1	↑	Straight	Continue straight onto N Lakeshore Dr	5.3
1.0	←	Left	N Lakeshore Dr turns slightly left and becomes W Washington St	6.3
0.1	→	Right	Turn right onto S Main Ave	6.4
0.2	→	Right	Slight right onto Lake Minneola Dr	6.6
0.6	↑	Straight	Continue onto East Ave	7.2
0.1	←	Left	Turn left onto Grand Hwy	7.4
0.7	→	Right	Turn right onto Bloxam Ave	8.1
0.9	→	Right	Turn right onto E Highland Ave	9.0
0.6	→	Right	Turn right onto East Ave	9.7
0.4	←	Left	Turn left onto W Osceola St	10.0
0.2	→	Right	Turn right at the 2nd cross street onto 3rd St	10.3
0.2	→	Right	Turn right onto Palm St	10.5
0.0	←	Left	Turn left to stay on Palm St	10.5
0.0	←	Left	Turn left to stay on Palm St	10.5
0.0	→	Right	Turn right	10.5

City of Clermont

Alcohol Permit Request Form



Today's Date 4/4/2023

Name of Organization/Applicant Sommer Sports Events

Name of Event AdventHealth Cool Sommer Mornings Tri/5K Date(s) of Event 7/13/24

Rental Location Waterfront Park Anticipated attendance 600-800

Event Start Time 7:00am Event End Time 12:00pm

Briefly describe the event Athletes receive a drink coupon with their race entry to enjoy a beverage after the Triathlon/5K event.

Name of Licensed beverage caterer: Premier Bartending Services

Phone 407-457-8011

Primary email address victor.premierbar@gmail.com

Alcohol to be served (check all that apply) ☐ Liquor ☒ Beer ☒ Wine/Champagne ☐ Other
A copy of the caterer's license and a Certificate of Insurance must be submitted with the request form.

Effective August 10, 2022, the Applicant is required to staff Extra-Detail Clermont Police Officers for rentals/events serving alcohol on City property. Failure to comply with the terms of this policy will result in cancelation of the alcohol approval. The Clermont Police Department's regular detail rate is \$52.00 per hour, per officer. Additional hourly surcharges may apply. The number of officers and hours required will be determined by the City. Refer to the rental application for more information.

Applicant's Initials MC

Exceptions to this policy will be considered on a case-by-case basis, and depend on the size and nature of the event. If requesting an exception, provide a brief explanation:

I understand that City staff must be notified of all changes to the approved alcohol request, and only the approved licensed caterer is permitted to serve alcohol. The event is subject to immediate cancellation, without refund, for violations of this policy.

Applicant Signature M. Craske Date 4/4/2023

Please allow 30 days for the alcohol request to be processed

FOR CITY STAFF USE ONLY

Approval for the service of alcoholic beverages is ☐ GRANTED ☐ DENIED
Extra- Detail Exception ☐ GRANTED ☐ DENIED

Notes:

CITY STAFF SIGNATURE _____ TITLE _____ DATE _____

Please return the completed request to: Clermont City Center
Parks & Recreation Dept.
620 W. Montrose Street
Clermont, FL 34711



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 4/4/2023

Name of Event AdventHealth Cool Sommer Mornings Triathlon/5K #2

Date(s) of Event July 14, 2024 Estimated Attendance: 600-800

Event Start Time: 7:00AM Event End Time: 1:00PM

Before Event Setup Time: Wednesday, 7/10/2024 9am After Event Cleanup Time: 1:00PM - 5PM

Name of Organization/Applicant Sommer Sports Events

The refundable deposit will be made payable and mailed to the name and address of the applicant listed

Check Type of Organization ☐ Resident ☐ Non Resident ☐ Non-Profit ☒ Business

Non-Profit documentation must be provided with application.

Tax Exempt ☐ Yes ☒ No If yes, provide Tax Exempt # _____

If Yes, you must provide your Tax Exempt Certificate with application.

Federal ID # or Driver's License # _____

Event Contact Michelle Craske Email michelle@sommersports.com

Day Phone 352-394-1320 Cell Phone 352-988-9485

Address 1271 Commons Court City Clermont State FL Zip 34711

Secondary Contact Fred Sommer Phone # 352-394-1320

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

Briefly Describe Event:

Race #2 of the Cool Sommer Mornings Series. Each race of the series has a unique theme and features a sprint and intermediate distance triathlon, a sprint duathlon, intermediate aquabike, and a 5K run/walk.

Location of Event on City Property: Map 1 ☐ A ☐ B ☒ C ☐ D ☐ Map 2 ☐ Map 3

Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: _____

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☒ Yes ☐ No

If Yes, State Alcoholic Beverage License REQUIRED for sale of alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* _____

**Tents larger than 900 sq. ft. will require an additional permit*

Electrical Use: ☐ Yes ☒ No Describe the need: _____

Additional permits may be required based on use

Electrical Power Provided: ☒ Generator ☐ Temporary Power Drop ☐ Property Power

Gas Fueled Equipment: ☒ Yes ☐ No Describe Use: _____

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source ☐ Propane ☐ Natural Gas ☐ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☐ Yes ☒ No

If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☐ Fryers ☐ Propane Grill ☐ Charcoal Grill ☐ Concession Trailer ☐ Food Trucks

Insurance may be required by provider

Rides: ☐ Yes ☒ No Ride Types: ☐ Mechanical ☐ Bounce Houses ☐ Animals

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

*If Yes, requires separate approval process completed by Company with the Fire Prevention Division.
The release of Sky Lanterns is not permitted under state law.*

Streets to be Closed or Traffic Control: ☒ Yes ☐ No

Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: ☒ Yes ☐ No

*If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.
Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.*

Live Television or Radio Broadcast: ☐ Yes ☒ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe: Race Announcer with Music to announce finisher and add energy and excitement to the event

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☐ Yes ☒ No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☐ Yes ☒ No

Will this event use other venues and/or municipalities such as Lake County? ☐ Yes ☒ No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event? ☒ Yes ☐ No

Are you requesting the boat ramp be closed in order to be used for overflow parking? ☐ Yes ☒ No

Boat ramp closure request will only be considered by the City Council for events that have over 1000 expected in attendance.

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:

DATE OF EVENT:

EVENT CONTACT:

REFUND MAILING ADDRESS:

Cool Summer Mornings # 2
July 14, 2024

Michelle Craske

1271 Commons Court

Street Address

Clermont

FL

34711

City

ST

Zip

352-988-9485

CELL PHONE:

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
VICTORY POINTE				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$35	\$35	Per Person, Per Hour	
Public Works Event Staff	\$35	\$35	4 hr. min, per staff	
Police Officer	\$42	\$42	4 hr. min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
				Sales Tax
				GRAND TOTAL

Resident/Non-Profit rate is defined as

- A resident or land owner located in the Clermont city limits
- A business located in the Clermont city limits
- Be an organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.

**Non-Profits must provide business license, proof of non-profit status (5013C)*

Non-Resident/Business rate is defined as

- Applicant resides outside the Clermont city limits
- Business is located outside the Clermont city limits

**Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

PLEASE NOTE: The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

Indemnification, Insurance and Additional Costs

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.

Michelle Craske
Applicant's Signature

Vice President

Title

Michelle Craske

Printed Name

Date

4/4/2023

*****FOR CITY DEPARTMENT REVIEW ONLY*****

Department / Division Routing:

a) Parks & Rec. Dept.

b) Police Department

c) Fire Department

d) Public Works Dept.

e) Development Services Dept.

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.

City of Clermont

Alcohol Permit Request Form



Today's Date 4/4/2023

Name of Organization/Applicant Sommer Sports Events

Name of Event AdventHealth Cool Sommer Mornings Tri/5K Date(s) of Event 7/13/24

Rental Location Waterfront Park Anticipated attendance 600-800

Event Start Time 7:00am Event End Time 12:00pm

Briefly describe the event Athletes receive a drink coupon with their race entry to enjoy a beverage after the Triathlon/5K event.

Name of Licensed beverage caterer: Premier Bartending Services

Phone 407-457-8011

Primary email address victor.premierbar@gmail.com

Alcohol to be served (check all that apply) ☐ Liquor ☒ Beer ☒ Wine/Champagne ☐ Other
A copy of the caterer's license and a Certificate of Insurance must be submitted with the request form.

Effective August 10, 2022, the Applicant is required to staff Extra-Detail Clermont Police Officers for rentals/events serving alcohol on City property. Failure to comply with the terms of this policy will result in cancelation of the alcohol approval. The Clermont Police Department's regular detail rate is \$52.00 per hour, per officer. Additional hourly surcharges may apply. The number of officers and hours required will be determined by the City. Refer to the rental application for more information.

Applicant's Initials MC

Exceptions to this policy will be considered on a case-by-case basis, and depend on the size and nature of the event. If requesting an exception, provide a brief explanation:

I understand that City staff must be notified of all changes to the approved alcohol request, and only the approved licensed caterer is permitted to serve alcohol. The event is subject to immediate cancellation, without refund, for violations of this policy.

Applicant Signature M. Craske Date 4/4/2023

Please allow 30 days for the alcohol request to be processed

FOR CITY STAFF USE ONLY

Approval for the service of alcoholic beverages is ☐ GRANTED ☐ DENIED
Extra- Detail Exception ☐ GRANTED ☐ DENIED

Notes:

CITY STAFF SIGNATURE _____ TITLE _____ DATE _____

Please return the completed request to: Clermont City Center
Parks & Recreation Dept.
620 W. Montrose Street
Clermont, FL 34711



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 4/4/2023

Name of Event AdventHealth Cool Sommer Mornings Triathlon/5K #2

Date(s) of Event July 14, 2024 Estimated Attendance: 600-800

Event Start Time: 7:00AM Event End Time: 1:00PM

Before Event Setup Time: Wednesday, 7/10/2024 9am After Event Cleanup Time: 1:00PM - 5PM

Name of Organization/Applicant Sommer Sports Events

The refundable deposit will be made payable and mailed to the name and address of the applicant listed

Check Type of Organization ☐ Resident ☐ Non Resident ☐ Non-Profit ☒ Business

Non-Profit documentation must be provided with application.

Tax Exempt ☐ Yes ☒ No If yes, provide Tax Exempt # _____

If Yes, you must provide your Tax Exempt Certificate with application.

Federal ID # or Driver's License # _____

Event Contact Michelle Craske Email michelle@sommersports.com

Day Phone 352-394-1320 Cell Phone 352-988-9485

Address 1271 Commons Court City Clermont State FL Zip 34711

Secondary Contact Fred Sommer Phone # 352-394-1320

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

Briefly Describe Event:

Race #2 of the Cool Sommer Mornings Series. Each race of the series has a unique theme and features a sprint and intermediate distance triathlon, a sprint duathlon, intermediate aquabike, and a 5K run/walk.

Location of Event on City Property: Map 1 ☐ A ☐ B ☒ C ☐ D ☐ Map 2 ☐ Map 3

Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: _____

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☒ Yes ☐ No

If Yes, State Alcoholic Beverage License REQUIRED for sale of alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* _____

*Tents larger than 900 sq. ft. will require an additional permit

Electrical Use: ☐ Yes ☒ No Describe the need: _____

Additional permits may be required based on use

Electrical Power Provided: ☒ Generator ☐ Temporary Power Drop ☐ Property Power

Gas Fueled Equipment: ☒ Yes ☐ No Describe Use: _____

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source ☐ Propane ☐ Natural Gas ☐ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☐ Yes ☒ No

If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☐ Fryers ☐ Propane Grill ☐ Charcoal Grill ☐ Concession Trailer ☐ Food Trucks

Insurance may be required by provider

Rides: ☐ Yes ☒ No Ride Types: ☐ Mechanical ☐ Bounce Houses ☐ Animals

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

If Yes, requires separate approval process completed by Company with the Fire Prevention Division.
The release of Sky Lanterns is not permitted under state law.

Streets to be Closed or Traffic Control: ☒ Yes ☐ No

Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: ☒ Yes ☐ No

If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.
Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Live Television or Radio Broadcast: ☐ Yes ☒ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe: Race Announcer with Music to announce finisher and add energy and excitement to the event

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☐ Yes ☒ No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☐ Yes ☒ No

Will this event use other venues and/or municipalities such as Lake County? ☐ Yes ☒ No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event? ☒ Yes ☐ No

Are you requesting the boat ramp be closed in order to be used for overflow parking? ☐ Yes ☒ No

Boat ramp closure request will only be considered by the City Council for events that have over 1000 expected in attendance.

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:

DATE OF EVENT:

EVENT CONTACT:

REFUND MAILING ADDRESS:

Cool Summer Mornings # 2
July 14, 2024

Michelle Craske

1271 Commons Court

Street Address

Clermont

FL

34711

City

ST

Zip

352-988-9485

CELL PHONE:

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
VICTORY POINTE				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$35	\$35	Per Person, Per Hour	
Public Works Event Staff	\$35	\$35	4 hr. min, per staff	
Police Officer	\$42	\$42	4 hr. min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
				Sales Tax
				GRAND TOTAL

Resident/Non-Profit rate is defined as

- A resident or land owner located in the Clermont city limits
- A business located in the Clermont city limits
- Be an organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.

**Non-Profits must provide business license, proof of non-profit status (5013C)*

Non-Resident/Business rate is defined as

- Applicant resides outside the Clermont city limits
- Business is located outside the Clermont city limits

**Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

PLEASE NOTE: The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

Indemnification, Insurance and Additional Costs

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.

Michelle Craske
Applicant's Signature

Vice President

Title

Michelle Craske

Printed Name

Date

4/4/2023

*****FOR CITY DEPARTMENT REVIEW ONLY*****

Department / Division Routing:

a) Parks & Rec. Dept.

b) Police Department

c) Fire Department

d) Public Works Dept.

e) Development Services Dept.

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.

City of Clermont

Alcohol Permit Request Form



Today's Date 4/4/2023

Name of Organization/Applicant Sommer Sports Events

Name of Event AdventHealth Cool Sommer Mornings Tri/5K Date(s) of Event 8/10/2024

Rental Location Waterfront Park Anticipated attendance 600-800

Event Start Time 7:00am Event End Time 12:00pm

Briefly describe the event Athletes receive a drink coupon with their race entry to enjoy a beverage after the Triathlon/5K event.

Name of Licensed beverage caterer: Premier Bartending Services

Phone 407-457-8011

Primary email address victor.premierbar@gmail.com

Alcohol to be served (check all that apply) ☐ Liquor ☒ Beer ☒ Wine/Champagne ☐ Other
A copy of the caterer's license and a Certificate of Insurance must be submitted with the request form.

Effective August 10, 2022, the Applicant is required to staff Extra-Detail Clermont Police Officers for rentals/events serving alcohol on City property. Failure to comply with the terms of this policy will result in cancelation of the alcohol approval. The Clermont Police Department's regular detail rate is \$52.00 per hour, per officer. Additional hourly surcharges may apply. The number of officers and hours required will be determined by the City. Refer to the rental application for more information.

Applicant's Initials MC

Exceptions to this policy will be considered on a case-by-case basis, and depend on the size and nature of the event. If requesting an exception, provide a brief explanation:

I understand that City staff must be notified of all changes to the approved alcohol request, and only the approved licensed caterer is permitted to serve alcohol. The event is subject to immediate cancellation, without refund, for violations of this policy.

Applicant Signature M. Cerske Date 4/4/2023

Please allow 30 days for the alcohol request to be processed

FOR CITY STAFF USE ONLY

Approval for the service of alcoholic beverages is ☐ GRANTED ☐ DENIED
Extra- Detail Exception ☐ GRANTED ☐ DENIED

Notes:

CITY STAFF SIGNATURE _____ TITLE _____ DATE _____

Please return the completed request to:
Clermont City Center
Parks & Recreation Dept.
620 W. Montrose Street
Clermont, FL 34711



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date

4/4/2023

Name of Event

AdventHealth Cool Sommer Mornings Triathlon/5K #3

Date(s) of Event

August 11, 2024

Estimated Attendance: 600-800

Event Start Time:

7:00AM

Event End Time:

1:00PM

Before Event Setup Time:

Wednesday, 8/7/2024 9am

After Event Cleanup Time:

1:00PM - 5PM

Name of Organization/Applicant

Sommer Sports Events

The refundable deposit will be made payable and mailed to the name and address of the applicant listed

Check Type of Organization

☐

Resident

☐

Non Resident

☐

Non-Profit

☒

Business

Non-Profit documentation must be provided with application.

Tax Exempt

☐

Yes

☒

No

If yes, provide Tax Exempt #

If Yes, you must provide your Tax Exempt Certificate with application.

Federal ID # or Driver's License #

Event Contact

Michelle Craske

Email

michelle@sommersports.com

Day Phone

352-394-1320

Cell Phone

352-988-9485

Address

1271 Commons Court

City

Clermont

State FL

Zip

34711

Secondary Contact

Fred Sommer

Phone #

352-394-1320

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

Briefly Describe Event:

Race #3 of the Cool Sommer Mornings Series. Each race of the series has a unique theme and features a sprint and intermediate distance triathlon, a sprint duathlon, intermediate aquabike, and a 5K run/walk.

Location of Event on City Property:

Map 1

☐

A

☐

B

☒

C

☐

D

☐

Map 2

☐

Map 3

Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location:

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☒ Yes ☐ No

If Yes, State Alcoholic Beverage License REQUIRED for sale of alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* _____

**Tents larger than 900 sq. ft. will require an additional permit*

Electrical Use: ☐ Yes ☒ No Describe the need: _____

Additional permits may be required based on use

Electrical Power Provided: ☒ Generator ☐ Temporary Power Drop ☐ Property Power

Gas Fueled Equipment: ☒ Yes ☐ No Describe Use: _____

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source ☐ Propane ☐ Natural Gas ☐ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☐ Yes ☒ No

If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☐ Fryers ☐ Propane Grill ☐ Charcoal Grill ☐ Concession Trailer ☐ Food Trucks

Insurance may be required by provider

Rides: ☐ Yes ☒ No Ride Types: ☐ Mechanical ☐ Bounce Houses ☐ Animals

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

If Yes, requires separate approval process completed by Company with the Fire Prevention Division.

The release of Sky Lanterns is not permitted under state law.

Streets to be Closed or Traffic Control: ☒ Yes ☐ No

Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: ☒ Yes ☐ No

If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.

Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Live Television or Radio Broadcast: ☐ Yes ☒ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe: Race Announcer with Music to announce finisher and add energy and excitement to the event

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☐ Yes ☒ No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☐ Yes ☒ No

Will this event use other venues and/or municipalities such as Lake County? ☐ Yes ☒ No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event? ☒ Yes ☐ No

Are you requesting the boat ramp be closed in order to be used for overflow parking? ☐ Yes ☒ No

Boat ramp closure request will only be considered by the City Council for events that have over 1000 expected in attendance.

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:

DATE OF EVENT:

EVENT CONTACT:

REFUND MAILING ADDRESS:

Cool Summer Mornings Triathlon
August 11, 2024

Michelle Craske
1271 Commons Court
Street Address
Clermont FL 34711
City ST Zip
352-988-9485

CELL PHONE:

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
VICTORY POINTE				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$35	\$35	Per Person, Per Hour	
Public Works Event Staff	\$35	\$35	4 hr. min, per staff	
Police Officer	\$42	\$42	4 hr. min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
				Sales Tax
				GRAND TOTAL

Resident/Non-Profit rate is defined as

- A resident or land owner located in the Clermont city limits
 - A business located in the Clermont city limits
 - Be an organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.
- *Non-Profits must provide business license, proof of non-profit status (5013C)*

Non-Resident/Business rate is defined as

- Applicant resides outside the Clermont city limits
 - Business is located outside the Clermont city limits
- *Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

PLEASE NOTE: The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

Indemnification, Insurance and Additional Costs

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.

 _____ Applicant's Signature	Vice President _____ Title
Michelle Craske _____ Printed Name	4/4/2023 _____ Date

*****FOR CITY DEPARTMENT REVIEW ONLY*****

Department / Division Routing:

- | | | |
|-----------------------|-------------------------------|--------------------|
| a) Parks & Rec. Dept. | b) Police Department | c) Fire Department |
| d) Public Works Dept. | e) Development Services Dept. | |

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.

City of Clermont

Alcohol Permit Request Form



Today's Date 4/4/2023

Name of Organization/Applicant Sommer Sports Events

Name of Event AdventHealth Cool Sommer Mornings Tri/5K Date(s) of Event 9/14/24

Rental Location Waterfront Park Anticipated attendance 600-800

Event Start Time 7:00am Event End Time 12:00pm

Briefly describe the event Athletes receive a drink coupon with their race entry to enjoy a beverage after the Triathlon/5K event.

Name of Licensed beverage caterer: Premier Bartending Services

Phone 407-457-8011

Primary email address victor.premierbar@gmail.com

Alcohol to be served (check all that apply) ☐ Liquor ☒ Beer ☒ Wine/Champagne ☐ Other
A copy of the caterer's license and a Certificate of Insurance must be submitted with the request form.

Effective August 10, 2022, the Applicant is required to staff Extra-Detail Clermont Police Officers for rentals/events serving alcohol on City property. Failure to comply with the terms of this policy will result in cancelation of the alcohol approval. The Clermont Police Department's regular detail rate is \$52.00 per hour, per officer. Additional hourly surcharges may apply. The number of officers and hours required will be determined by the City. Refer to the rental application for more information.

Applicant's Initials MC

Exceptions to this policy will be considered on a case-by-case basis, and depend on the size and nature of the event. If requesting an exception, provide a brief explanation:

I understand that City staff must be notified of all changes to the approved alcohol request, and only the approved licensed caterer is permitted to serve alcohol. The event is subject to immediate cancellation, without refund, for violations of this policy.

Applicant Signature M. Craske Date 4/4/2023

Please allow 30 days for the alcohol request to be processed

FOR CITY STAFF USE ONLY

Approval for the service of alcoholic beverages is ☐ GRANTED ☐ DENIED

Extra- Detail Exception ☐ GRANTED ☐ DENIED

Notes:

CITY STAFF SIGNATURE _____ TITLE _____ DATE _____

Please return the completed request to: Clermont City Center
Parks & Recreation Dept.
620 W. Montrose Street
Clermont, FL 34711



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 4/4/2023
Name of Event AdventHealth Cool Sommer Mornings Triathlon/5K #4
Date(s) of Event September 15 2024 Estimated Attendance: 600-800
Event Start Time: 7:00AM Event End Time: 1:00PM
Before Event Setup Time: Wednesday, 9/11/2024 9am After Event Cleanup Time: 1:00PM - 5PM
Name of Organization/Applicant Sommer Sports Events

The refundable deposit will be made payable and mailed to the name and address of the applicant listed

Check Type of Organization ☐ Resident ☐ Non Resident ☐ Non-Profit ☒ Business

Non-Profit documentation must be provided with application.

Tax Exempt ☐ Yes ☒ No If yes, provide Tax Exempt # _____

If Yes, you must provide your Tax Exempt Certificate with application.

Federal ID # or Driver's License # _____

Event Contact Michelle Craske Email michelle@sommersports.com

Day Phone 352-394-1320 Cell Phone 352-988-9485

Address 1271 Commons Court City Clermont State FL Zip 34711

Secondary Contact Fred Sommer Phone # 352-394-1320

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

Briefly Describe Event: _____

Race #4 of the Cool Sommer Mornings Series. Each race of the series has a unique theme and features a sprint and intermediate distance triathlon, a sprint duathlon, intermediate aquabike, and a 5K run/walk

Location of Event on City Property: Map 1 ☐ A ☐ B ☒ C ☐ D ☐ Map 2 ☐ Map 3

Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: _____

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☒ Yes ☐ No

If Yes, State Alcoholic Beverage License REQUIRED for sale of alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* _____

*Tents larger than 900 sq. ft. will require an additional permit

Electrical Use: ☐ Yes ☒ No Describe the need: _____

Additional permits may be required based on use

Electrical Power Provided: ☒ Generator ☐ Temporary Power Drop ☐ Property Power

Gas Fueled Equipment: ☒ Yes ☐ No Describe Use: _____

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source ☐ Propane ☐ Natural Gas ☐ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☐ Yes ☒ No

If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☐ Fryers ☐ Propane Grill ☐ Charcoal Grill ☐ Concession Trailer ☐ Food Trucks

Insurance may be required by provider

Rides: ☐ Yes ☒ No Ride Types: ☐ Mechanical ☐ Bounce Houses ☐ Animals

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

If Yes, requires separate approval process completed by Company with the Fire Prevention Division.

The release of Sky Lanterns is not permitted under state law.

Streets to be Closed or Traffic Control: ☒ Yes ☐ No

Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: ☒ Yes ☐ No

If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.

Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Live Television or Radio Broadcast: ☐ Yes ☒ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe: Race Announcer with Music to announce finisher and add energy and excitement to the event

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☐ Yes ☒ No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☐ Yes ☒ No

Will this event use other venues and/or municipalities such as Lake County? ☐ Yes ☒ No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event? ☒ Yes ☐ No

Are you requesting the boat ramp be closed in order to be used for overflow parking? ☐ Yes ☒ No

Boat ramp closure request will only be considered by the City Council for events that have over 1000 expected in attendance.

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:

DATE OF EVENT:

EVENT CONTACT:

REFUND MAILING ADDRESS:

Cool Summer Mornings Triathlon/stc
September 15, 2024

Michelle Craske
1271 Commons Court
Street Address
Clermont FL 34711
City ST Zip
352-988-9485

CELL PHONE:

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
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Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
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Deposit	\$150	\$150	Refundable	
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Daily Fee	\$200	\$300		
VICTORY POINTE				
Deposit	\$150	\$150	Refundable	
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~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
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				GRAND TOTAL

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All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

PLEASE NOTE: The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

Indemnification, Insurance and Additional Costs

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.

 _____ Applicant's Signature	Vice President _____ Title
Michelle Craske _____ Printed Name	 _____ Date

*****FOR CITY DEPARTMENT REVIEW ONLY*****

Department / Division Routing:

- | | | |
|-----------------------|-------------------------------|--------------------|
| a) Parks & Rec. Dept. | b) Police Department | c) Fire Department |
| d) Public Works Dept. | e) Development Services Dept. | |

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.

5' Tetrahedron Buoys ▲▲
2' Cylindrical Buoy ●



SommerSportsEvents.com

100 Meters

150 Meters

150 Meters

65 METERS
TURN FOR SUPER SPRINT

70 METERS

65 METERS
TURN FOR SUPER SPRINT

START

LAP 2
INTERNATIONAL

EXIT

COOL SUMMER MORNINGS .25 MILE SWIM COURSE

COUNTERCLOCKWISE SWIM - SWIMMERS KEEP ALL BUOYS ON THEIR LEFT

SPRINT - 400 METERS

INTERNATIONAL - 800 METERS (2 LAPS)

SUPER SPRINT - 200 METERS

BE INSPIRING
sommer sports events

Cool Sommer Mornings 5K Run Course





2024 Cool Sommer Mornings 10.6 Mile Bike Route

2024

Cool Sommer Mornings 10.6 Mile Sprint Bike Course

10.6 miles

Leg	Dir	Type	Notes	Total
	→	Right	Turn right onto Palm St	0.0
0.0	→	Right	Turn right onto 3rd St	0.0
0.2	→	Right	Turn right onto W Osceola St	0.3
0.6	←	Left	W Osceola St turns slightly left and becomes West Ave	0.9
0.1	→	Right	Turn right at the 1st cross street onto W Minneola Ave	1.0
0.3	→	Right	Turn right onto 12th St	1.3
0.6	↑	Straight	Continue onto Lake Minneola Shores	1.9
1.0	→	Right	Turn right to stay on Lake Minneola Shores	3.0
2.2	→	Right	Turn right onto Lake Dr	5.2
0.1	↑	Straight	Continue straight onto N Lakeshore Dr	5.3
1.0	←	Left	N Lakeshore Dr turns slightly left and becomes W Washington St	6.3
0.1	→	Right	Turn right onto S Main Ave	6.4
0.2	→	Right	Slight right onto Lake Minneola Dr	6.6
0.6	↑	Straight	Continue onto East Ave	7.2
0.1	←	Left	Turn left onto Grand Hwy	7.4
0.7	→	Right	Turn right onto Bloxam Ave	8.1
0.9	→	Right	Turn right onto E Highland Ave	9.0
0.6	→	Right	Turn right onto East Ave	9.7
0.4	←	Left	Turn left onto W Osceola St	10.0
0.2	→	Right	Turn right at the 2nd cross street onto 3rd St	10.3
0.2	→	Right	Turn right onto Palm St	10.5
0.0	←	Left	Turn left to stay on Palm St	10.5
0.0	←	Left	Turn left to stay on Palm St	10.5
0.0	→	Right	Turn right	10.5

Ride With GPS · <https://ridewithgps.com>

City of Clermont

Alcohol Permit Request Form



Today's Date 4/4/2023

Name of Organization/Applicant Sommer Sports Events

Name of Event AdventHealth Great Floridian Triathlon Date(s) of Event 10/19/24 + 10/20/24

Rental Location Waterfront Park Anticipated attendance 600-800

Event Start Time 7:00am Event End Time 12:00am

Briefly describe the event Athletes receive a drink coupon with their race entry to enjoy a beverage after the Triathlon/5K event.

Name of Licensed beverage caterer: Premier Bartending Services

Phone 407-457-8011

Primary email address victor.premierbar@gmail.com

Alcohol to be served (check all that apply) ☐ Liquor ☒ Beer ☒ Wine/Champagne ☐ Other
A copy of the caterer's license and a Certificate of Insurance must be submitted with the request form.

Effective August 10, 2022, the Applicant is required to staff Extra-Detail Clermont Police Officers for rentals/events serving alcohol on City property. Failure to comply with the terms of this policy will result in cancellation of the alcohol approval. The Clermont Police Department's regular detail rate is \$52.00 per hour, per officer. Additional hourly surcharges may apply. The number of officers and hours required will be determined by the City. Refer to the rental application for more information.

Applicant's Initials MC

Exceptions to this policy will be considered on a case-by-case basis, and depend on the size and nature of the event. If requesting an exception, provide a brief explanation:

I understand that City staff must be notified of all changes to the approved alcohol request, and only the approved licensed caterer is permitted to serve alcohol. The event is subject to immediate cancellation, without refund, for violations of this policy.

Applicant Signature M. Clarke Date 4/4/2023

Please allow 30 days for the alcohol request to be processed

FOR CITY STAFF USE ONLY

Approval for the service of alcoholic beverages is ☐ GRANTED ☐ DENIED

Extra- Detail Exception ☐ GRANTED ☐ DENIED

Notes:

CITY STAFF SIGNATURE _____ TITLE _____ DATE _____

Please return the completed request to: Clermont City Center
Parks & Recreation Dept.
620 W. Montrose Street
Clermont, FL 34711



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date

4/4/2023

Name of Event

AdventHealth Great Floridian Triathlon

Date(s) of Event

October 19, 2024

+ October 20, 2024

Estimated Attendance:

600-800

Event Start Time:

7:00AM

Event End Time:

1:00AM

Before Event Setup Time:

Wednesday, 10/16/2024 9am

After Event Cleanup Time:

Sunday 10/20/2024 9am - 2pm

Name of Organization/Applicant

Sommer Sports Events

The refundable deposit will be made payable and mailed to the name and address of the applicant listed

Check Type of Organization

☐

Resident

☐

Non Resident

☐

Non-Profit

☒

Business

Non-Profit documentation must be provided with application.

Tax Exempt ☐ Yes ☒ No If yes, provide Tax Exempt #

If Yes, you must provide your Tax Exempt Certificate with application.

Federal ID # or Driver's License #

Event Contact

Michelle Craske

Email

michelle@sommersports.com

Day Phone

352-394-1320

Cell Phone

352-988-9485

Address

1271 Commons Court

City

Clermont

State FL

Zip

34711

Secondary Contact

Fred Sommer

Phone #

352-394-1320

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

Briefly Describe Event: Enjoy a full day of racing at the World Triathlon Destination, Clermont, FL! The AdventHealth Great Floridian Endurance Festival features a race and distance for everyone! The marquee event is the full distance Great Floridian Triathlon with its 2.4 mile swim, 112 mile bike, and a 26.2 mile run. Additional events include the Great Floridian Half-Distance, the GFT Sprint Triathlon, Long & Sprint Duathlons, Aquabike, Open Water Swim, Relay, Aquathlon, and the GFT Sunset Half Marathon in the evening. This is an event you do not want to miss!

Location of Event on City Property:

Map 1

☐

A

☐

B

☒

C

☐

D

☐

Map 2

☐

Map 3

Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location:

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☒ Yes ☐ No

If Yes, State Alcoholic Beverage License REQUIRED for sale of alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* _____

*Tents larger than 900 sq. ft. will require an additional permit

Electrical Use: ☐ Yes ☒ No Describe the need: _____

Additional permits may be required based on use

Electrical Power Provided: ☒ Generator ☐ Temporary Power Drop ☐ Property Power

Gas Fueled Equipment: ☒ Yes ☐ No Describe Use: _____

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source ☐ Propane ☐ Natural Gas ☐ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☐ Yes ☒ No

If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☐ Fryers ☐ Propane Grill ☐ Charcoal Grill ☐ Concession Trailer ☐ Food Trucks

Insurance may be required by provider

Rides: ☐ Yes ☒ No Ride Types: ☐ Mechanical ☐ Bounce Houses ☐ Animals

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

If Yes, requires separate approval process completed by Company with the Fire Prevention Division.
The release of Sky Lanterns is not permitted under state law.

Streets to be Closed or Traffic Control: ☒ Yes ☐ No

Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: ☒ Yes ☐ No

If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.
Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Live Television or Radio Broadcast: ☐ Yes ☒ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe: Race Announcer with Music to announce finisher and add energy and excitement to the event

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☐ Yes ☒ No

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Is this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☐ Yes ☒ No

Will this event use other venues and/or municipalities such as Lake County? ☐ Yes ☒ No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event? ☒ Yes ☐ No

Are you requesting the boat ramp be closed in order to be used for overflow parking? ☐ Yes ☒ No

Boat ramp closure request will only be considered by the City Council for events that have over 1000 expected in attendance.

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:

DATE OF EVENT:

EVENT CONTACT:

REFUND MAILING ADDRESS:

Great Florida Triathlon
October 19, 2024 + October 20, 2024

Michelle Craske
 1271 Commons Court
 Street Address
 Clermont FL 34711
 City ST Zip
 352-988-9485

CELL PHONE:

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
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 - Be an organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.
- *Non-Profits must provide business license, proof of non-profit status (5013C)*

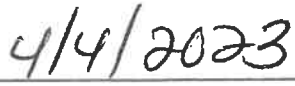
Non-Resident/Business rate is defined as

- Applicant resides outside the Clermont city limits
 - Business is located outside the Clermont city limits
- *Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*
- All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured*

PLEASE NOTE: The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

Indemnification, Insurance and Additional Costs

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.

 _____ Applicant's Signature	Vice President _____ Title
Michelle Craske _____ Printed Name	 _____ Date

*****FOR CITY DEPARTMENT REVIEW ONLY*****

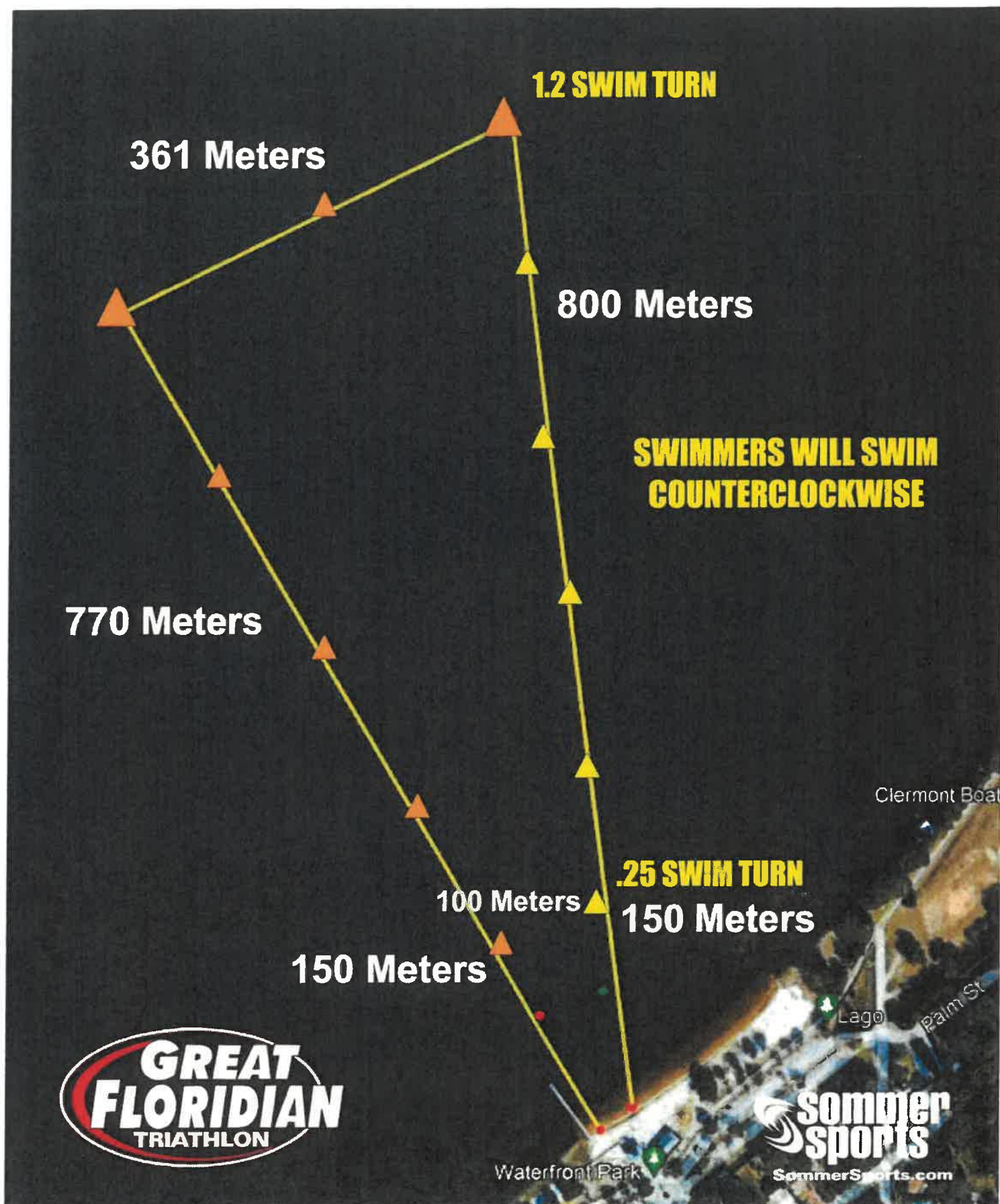
Department / Division Routing:

- | | | |
|-----------------------|-------------------------------|--------------------|
| a) Parks & Rec. Dept. | b) Police Department | c) Fire Department |
| d) Public Works Dept. | e) Development Services Dept. | |

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.

GREAT FLORIDIAN TRIATHLON 1.2 MILE SWIM*

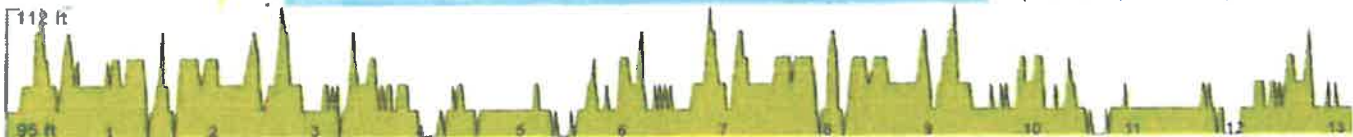
* 2.4 MILE SWIMMERS WILL SWIM TWO LAPS OF THIS COURSE





ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	0.000		Start near 436 Lake Minneola Dr, Clermont, FL 34711, USA
2	3.091		FINISH



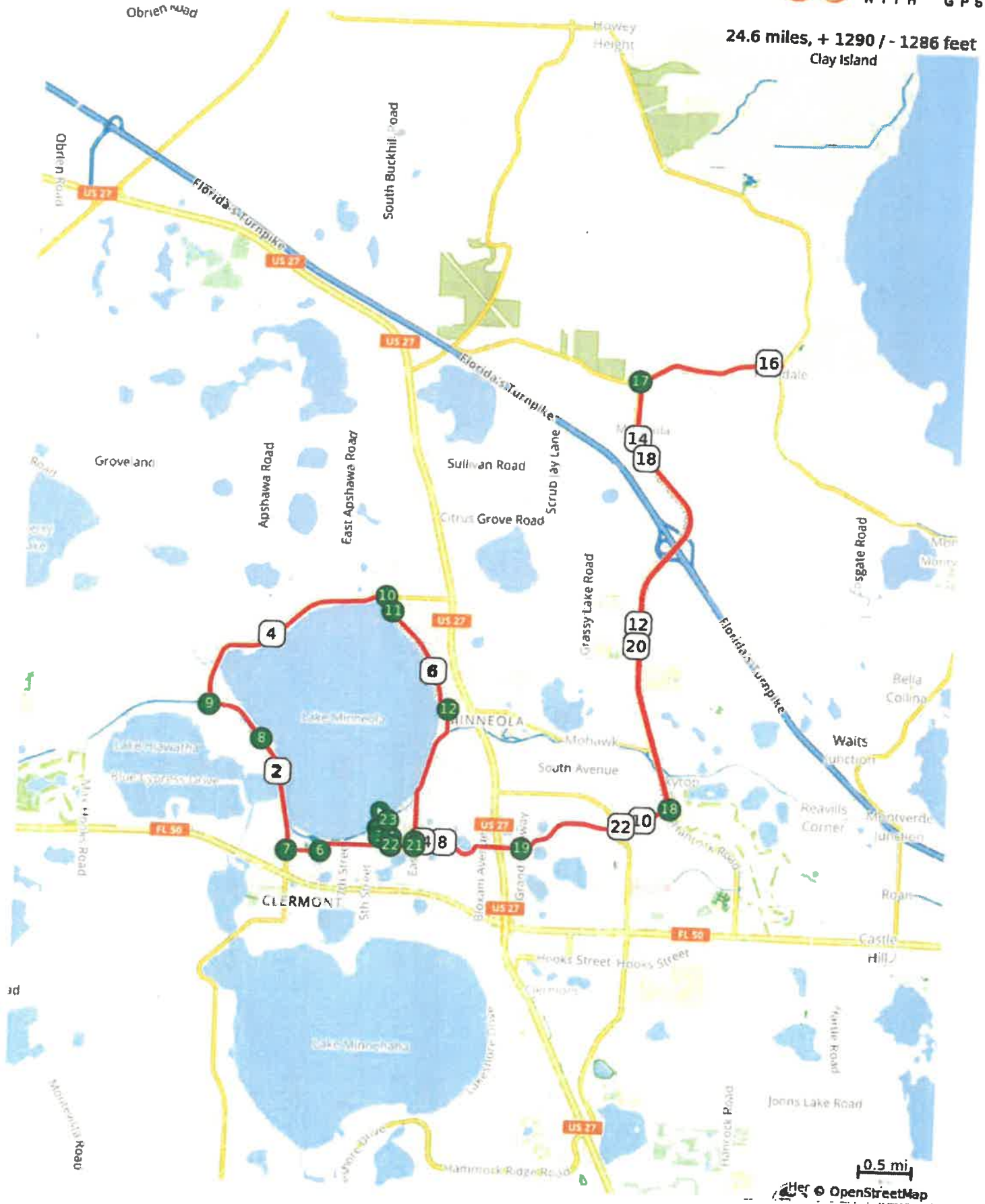
ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	0.000		Start on South Lake Trail
2	0.495		Keep right onto South Lake Trail
3	3.288	⤵	Keep left onto South Lake Trail
4	6.186	↗	Turn slight right onto South Lake Trail
5	7.029		Keep right onto South Lake Trail
6	9.822	⤵	Keep left onto South Lake Trail
7	12.720	↗	Turn slight right onto South Lake Trail
8	13.152		FINISH

Bike Course



24.6 miles, + 1290 / - 1286 feet
Clay Island



2023 Great Clermont 40K Bike Course

Num	Dist	Prev	Type	Note	Next
1.	0.0	0.0	📍	Start of route	0.0
2.	0.0	0.0	↩	Slight L onto 4th Street	0.1
3.	0.1	0.1	←	L onto Carroll Street	0.1
4.	0.2	0.1	↘	Sharp R onto 3rd Street	0.1
5.	0.3	0.1	→	R onto West Osceola Street	0.7
6.	1.0	0.7	→	R onto W Minneola Ave	0.3
7.	1.3	0.3	→	R onto 12th Street, CR 561	1.1
8.	2.4	1.1	↑	At roundabout, take exit 1 onto Lake Minneola Shores, CR 561	0.6

2.4 miles. +85/-85 feet

Num	Dist	Prev	Type	Note	Next
17.	17.3	2.7	←	L onto North Hancock Road	4.3
18.	21.5	4.3	→	R onto North Ridge Boulevard	1.5
19.	23.0	1.5	↑	Continue onto Pitt Street	1.1
20.	24.1	1.1	←	L onto East Avenue	0.0
21.	24.1	0.0	→	R onto West Osceola Street	0.2
22.	24.3	0.2	→	R onto 3rd Street	0.3
23.	24.6	0.3	📍	End of route	0.0

10.1 miles. +485/-506 feet

Num	Dist	Prev	Type	Note	Next
9.	3.0	0.6	→	R onto CR 561	2.2
10.	5.2	2.2	→	R onto Lake Drive	0.1
11.	5.3	0.1	↑	Continue onto Lakeshore Drive	1.1
12.	6.4	1.1	→	R onto South Main Avenue	1.3
13.	7.7	1.3	←	L onto Pitt Street	1.1
14.	8.8	1.1	↑	Continue onto North Jacks Lake Road	1.5
15.	10.3	1.5	←	L onto North Hancock Road	4.3
16.	14.6	4.3	→	R onto CR 561A	2.7

12.2 miles. +608/-560 feet

2024 Great Floridian Triathlon Bike Course

SprintBike

8.2 miles • +225 ft / -221 ft

Leg	Dir	Type	Notes	Total
	←	Slight Left	Turn slight left onto 4th Street	0.0
0.1	←	Left	Turn left onto Carroll Street	0.1
0.1	→	Sharp Right	Turn sharp right onto 3rd Street	0.2
0.1	→	Right	Turn right onto West Osceola Street	0.3
0.7	→	Right	Turn right onto W Minneola Ave	1.0
0.3	→	Right	Turn right onto 12th Street, CR 561	1.3
1.1	↑	Straight	At roundabout, take exit 1	2.4
0.0	↑	Straight	Continue onto Lake Minneola Shores, CR 561	2.4
0.6	→	Right	Turn right onto CR 561	3.0
2.2	→	Right	Turn right onto Lake Drive	5.2
0.1	↑	Straight	Continue onto Lakeshore Drive	5.3
1.1	→	Right	Turn right onto South Main Avenue	6.4
1.3	→	Right	Turn right onto West Osceola Street	7.7
0.2	→	Right	Turn right onto 3rd Street	8.0
0.2	←	Sharp Left	Turn sharp left	8.2

Ride With GPS · <https://ridewithgps.com>

Notice to Area Residents and Businesses

Possible Traffic Delays / Parking Restrictions / Street Closures in Your Neighborhood



Dear Resident/Business owner,

As required by the City of Clermont Special Event Policy, we are providing you with this notice of the following proposed event that may impact you. This event will be heard by the City Council for approval at an upcoming City Council meeting. Please monitor the City's webpage at www.clermontfl.gov for notice on when the exact date the item will be heard.

The Nightmare on the Clermont Trails will be held on October 26, 2024, starting at 6:30 PM in Downtown Clermont. Below you will see road closure locations and specific streets that will be impacted by the event.

Restricted Parking Times & Road Closures

6:30pm- 7:10 pm Northbound traffic lane of 12th from Minneola to CR 561

Sommer Sports will have signage posted along the roads reminding citizens about the event, road closures, and no parking for the event. We ask that you please take this event into consideration as you make your plans.

Thank you for your patience and understanding and please know the Sommer Sports team is working diligently to present the best and safest event possible.

If you have any questions or comments, please contact Sommer Sports at 352-394-1320 or email info@sommersports.com.

Thank You,

The Sommer Sports Team

City of Clermont

Alcohol Permit Request Form



Today's Date 4/4/2023

Name of Organization/Applicant Sommer Sports Events

Name of Event Nightmare on the Clermont Trail Date(s) of Event 10/26/24

Rental Location Victory Point Anticipated attendance 600-800

Event Start Time 7:00am Event End Time 12:00am

Briefly describe the event Athletes receive a drink coupon with their race entry to enjoy a beverage after the Triathlon/5K event.

Name of Licensed beverage caterer: Premier Bartending Services

Phone 407-457-8011

Primary email address victor.premierbar@gmail.com

Alcohol to be served (check all that apply) ☐ Liquor ☒ Beer ☒ Wine/Champagne ☐ Other
A copy of the caterer's license and a Certificate of Insurance must be submitted with the request form.

Effective August 10, 2022, the Applicant is required to staff Extra-Detail Clermont Police Officers for rentals/events serving alcohol on City property. Failure to comply with the terms of this policy will result in cancelation of the alcohol approval. The Clermont Police Department's regular detail rate is \$52.00 per hour, per officer. Additional hourly surcharges may apply. The number of officers and hours required will be determined by the City. Refer to the rental application for more information.

Applicant's Initials MC

Exceptions to this policy will be considered on a case-by-case basis, and depend on the size and nature of the event. If requesting an exception, provide a brief explanation:

I understand that City staff must be notified of all changes to the approved alcohol request, and only the approved licensed caterer is permitted to serve alcohol. The event is subject to immediate cancellation, without refund, for violations of this policy.

Applicant Signature Victor M. Craske Date 4/4/2023

Please allow 30 days for the alcohol request to be processed

FOR CITY STAFF USE ONLY

Approval for the service of alcoholic beverages is ☐ GRANTED ☐ DENIED
Extra- Detail Exception ☐ GRANTED ☐ DENIED

Notes:

CITY STAFF SIGNATURE _____ TITLE _____ DATE _____

Please return the completed request to: Clermont City Center
Parks & Recreation Dept.
620 W. Montrose Street
Clermont, FL 34711



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date

4/4/2023

Name of Event

Nightmare on the Clermont Trails 5K

Date(s) of Event

October 26, 2024

Estimated Attendance:

600-800

Event Start Time:

6:00PM

Event End Time:

9:00PM

Before Event Setup Time:

Saturday, 10/26/2024 9am

After Event Cleanup Time:

9:00PM - 11PM

Name of Organization/Applicant

Sommer Sports Events

The refundable deposit will be made payable and mailed to the name and address of the applicant listed

Check Type of Organization

☐

Resident

☐

Non Resident

☐

Non-Profit

☒

Business

Non-Profit documentation must be provided with application.

Tax Exempt

☐

Yes

☒

No

If yes, provide Tax Exempt #

If Yes, you must provide your Tax Exempt Certificate with application.

Federal ID # or Driver's License #

Event Contact

Michelle Craske

Email

michelle@sommersports.com

Day Phone

352-394-1320

Cell Phone

352-988-9485

Address

1271 Commons Court

City

Clermont

State FL

Zip

34711

Secondary Contact

Fred Sommer

Phone #

352-394-1320

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

Briefly Describe Event:

A spooktacular nighttime 5K run/walk featuring several interactive spook zones along the course. Costumes are encouraged with cash and merchandise prizes being awarded to the best several categories!

Location of Event on City Property:

Map 1

☐

A

☐

B

☐

C

☐

D

☐

Map 2

☒

Map 3

Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location:

Victory Point

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☒ Yes ☐ No

If Yes, State Alcoholic Beverage License REQUIRED for sale of alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* _____

**Tents larger than 900 sq. ft. will require an additional permit*

Electrical Use: ☐ Yes ☒ No Describe the need: _____

Additional permits may be required based on use

Electrical Power Provided: ☒ Generator ☐ Temporary Power Drop ☐ Property Power

Gas Fueled Equipment: ☒ Yes ☐ No Describe Use: _____

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source ☐ Propane ☐ Natural Gas ☐ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☐ Yes ☒ No

If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☐ Fryers ☐ Propane Grill ☐ Charcoal Grill ☐ Concession Trailer ☐ Food Trucks

Insurance may be required by provider

Rides: ☐ Yes ☒ No Ride Types: ☐ Mechanical ☐ Bounce Houses ☐ Animals

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

If Yes, requires separate approval process completed by Company with the Fire Prevention Division.

The release of Sky Lanterns is not permitted under state law.

Streets to be Closed or Traffic Control: ☐ Yes ☒ No

Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: ☒ Yes ☐ No

If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.

Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Live Television or Radio Broadcast: ☐ Yes ☒ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe: Race Announcer with Music to announce finisher and add energy and excitement to the event

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☐ Yes ☒ No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☐ Yes ☒ No

Will this event use other venues and/or municipalities such as Lake County? ☐ Yes ☒ No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event? ☒ Yes ☒ No

Are you requesting the boat ramp be closed in order to be used for overflow parking? ☐ Yes ☒ No

Boat ramp closure request will only be considered by the City Council for events that have over 1000 expected in attendance.

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:

DATE OF EVENT:

EVENT CONTACT:

REFUND MAILING ADDRESS:

Nightmare on the Belmont Trails
10/26/2024

Michelle Craske

1271 Commons Court

Street Address

Clermont

City

FL

ST

34711

Zip

352-988-9485

CELL PHONE:

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
VICTORY POINTE				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$35	\$35	Per Person, Per Hour	
Public Works Event Staff	\$35	\$35	4 hr. min, per staff	
Police Officer	\$42	\$42	4 hr. min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
				Sales Tax
				GRAND TOTAL

Resident/Non-Profit rate is defined as

- A resident or land owner located in the Clermont city limits
- A business located in the Clermont city limits
- Be an organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.

**Non-Profits must provide business license, proof of non-profit status (5013C)*

Non-Resident/Business rate is defined as

- Applicant resides outside the Clermont city limits
- Business is located outside the Clermont city limits

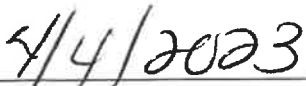
**Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

PLEASE NOTE: The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

Indemnification, Insurance and Additional Costs

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.

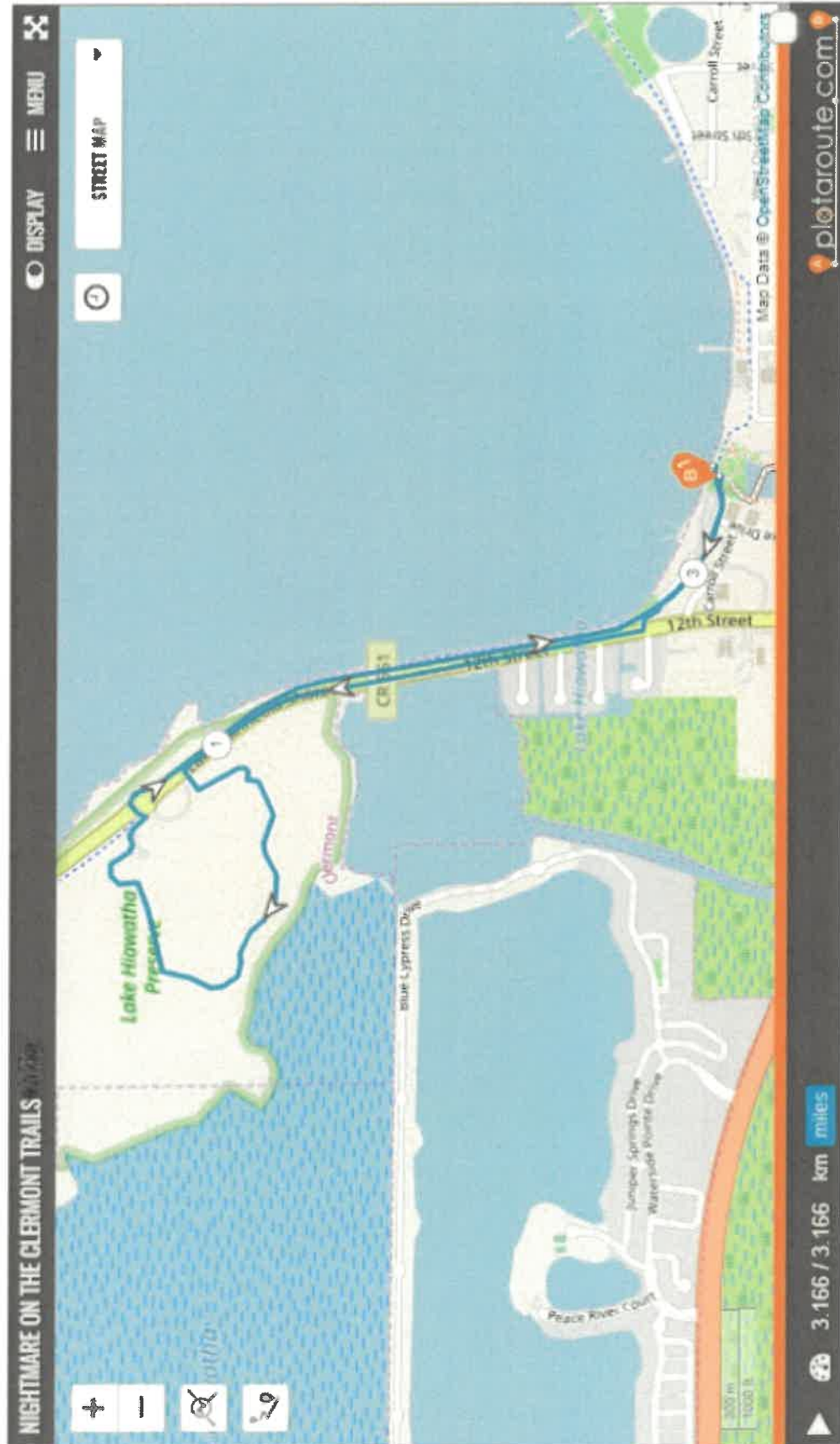
 _____ Applicant's Signature	Vice President _____ Title
Michelle Craske _____ Printed Name	 _____ Date

*****FOR CITY DEPARTMENT REVIEW ONLY*****

Department / Division Routing:

- | | | |
|-----------------------|-------------------------------|--------------------|
| a) Parks & Rec. Dept. | b) Police Department | c) Fire Department |
| d) Public Works Dept. | e) Development Services Dept. | |

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.



Notice to Area Residents and Businesses

Possible Traffic Delays / Parking Restrictions / Street Closures in Your Neighborhood



Dear Resident/Business owner,

As required by the City of Clermont Special Event Policy, we are providing you with this notice of the following proposed event that may impact you. This event will be heard by the City Council for approval at an upcoming City Council meeting. Please monitor the City's webpage at www.clermontfl.gov for notice on when the exact date the item will be heard.

The Santa's Twilight 5K will be held on December 21, 2024 starting at 6:00 PM in Downtown Clermont. Below you will see road closure locations and specific streets that will be impacted by the event.

Restricted Parking Times & Road Closures

- 9:00 am – 10:30 pm Montrose Street from 7th St to just east of Clermont City Hall
- 5:30pm – 7:30 pm Montrose Street from West Ave to 7th Street

Sommer Sports will have signage posted along the roads reminding citizens about the event, road closures, and no parking for the event. We ask that you please take this event into consideration as you make your plans.

Thank you for your patience and understanding and please know the Sommer Sports team is working diligently to present the best and safest event possible.

If you have any questions or comments, please contact Sommer Sports at 352-394-1320 or email info@sommersports.com.

Thank You,

The Sommer Sports Team



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 4/4/2023
Name of Event AdventHealth Santa's Twilight 5K
Date(s) of Event December 21, 2024 Estimated Attendance: 600-800
Event Start Time: 6:00PM Event End Time: 9:00PM
Before Event Setup Time: Saturday, 12/14/2024 9am After Event Cleanup Time: 9:00PM - 11PM
Name of Organization/Applicant Sommer Sports Events

The refundable deposit will be made payable and mailed to the name and address of the applicant listed

Check Type of Organization ☐ Resident ☐ Non Resident ☐ Non-Profit ☒ Business

Non-Profit documentation must be provided with application.

Tax Exempt ☐ Yes ☒ No If yes, provide Tax Exempt # _____

If Yes, you must provide your Tax Exempt Certificate with application.

Federal ID # or Driver's License # _____
Event Contact Michelle Craske Email michelle@sommersports.com
Day Phone 352-394-1320 Cell Phone 352-988-9485
Address 1271 Commons Court City Clermont State FL Zip 34711
Secondary Contact Fred Sommer Phone # 352-394-1320

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

Briefly Describe Event: Join the fun at this holiday themed 5K night run in Historic Downtown Clermont. All participants will receive a really cool shirt, holiday themed finisher medal, glow sticks for the run, jingle bells for your shoes, and holiday cookies and hot chocolate at the finish.

Location of Event on City Property: Map 1 ☐ A ☐ B ☒ C ☐ D ☐ Map 2 ☐ Map 3

Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: Clermont City Hall

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☒ Yes ☐ No

If Yes, State Alcoholic Beverage License REQUIRED for sale of alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* _____

*Tents larger than 900 sq. ft. will require an additional permit

Electrical Use: ☒ Yes ☐ No Describe the need: _____

Additional permits may be required based on use

Electrical Power Provided: ☒ Generator ☐ Temporary Power Drop ☐ Property Power

Gas Fueled Equipment: ☒ Yes ☐ No Describe Use: _____

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source ☐ Propane ☐ Natural Gas ☐ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☐ Yes ☒ No

If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☐ Fryers ☐ Propane Grill ☐ Charcoal Grill ☐ Concession Trailer ☐ Food Trucks

Insurance may be required by provider

Rides: ☐ Yes ☒ No Ride Types: ☐ Mechanical ☐ Bounce Houses ☐ Animals

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

If Yes, requires separate approval process completed by Company with the Fire Prevention Division.
The release of Sky Lanterns is not permitted under state law.

Streets to be Closed or Traffic Control: ☒ Yes ☐ No

Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: ☒ Yes ☐ No

If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.
Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Live Television or Radio Broadcast: ☐ Yes ☒ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe: Race Announcer with Music to announce finisher and add energy and excitement to the event

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☐ Yes ☐ No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☐ Yes ☒ No

Will this event use other venues and/or municipalities such as Lake County? ☐ Yes ☒ No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event? ☒ Yes ☒ No

Are you requesting the boat ramp be closed in order to be used for overflow parking? ☐ Yes ☒ No

Boat ramp closure request will only be considered by the City Council for events that have over 1000 expected in attendance.

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:

DATE OF EVENT:

EVENT CONTACT:

REFUND MAILING ADDRESS:

Michelle Craske

1271 Commons Court

Street Address

Clermont

FL

34711

City

ST

Zip

352-988-9485

CELL PHONE:

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
VICTORY POINTE				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$35	\$35	Per Person, Per Hour	
Public Works Event Staff	\$35	\$35	4 hr. min, per staff	
Police Officer	\$42	\$42	4 hr. min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
				Sales Tax
				GRAND TOTAL

Resident/Non-Profit rate is defined as

- A resident or land owner located in the Clermont city limits
- A business located in the Clermont city limits
- Be an organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.

**Non-Profits must provide business license, proof of non-profit status (5013C)*

Non-Resident/Business rate is defined as

- Applicant resides outside the Clermont city limits
- Business is located outside the Clermont city limits

**Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

PLEASE NOTE: The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

Indemnification, Insurance and Additional Costs

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.



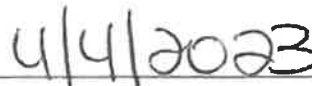
Applicant's Signature

Vice President

Title

Michelle Craske

Printed Name



Date

*****FOR CITY DEPARTMENT REVIEW ONLY*****

Department / Division Routing:

a) Parks & Rec. Dept.

b) Police Department

c) Fire Department

d) Public Works Dept.

e) Development Services Dept.

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 4/4/2023
Name of Event AdventHealth Great Clermont Triathlon / 5K
Date(s) of Event March 9 + 10, 2024 Estimated Attendance: 600-800
Event Start Time: 6:30AM Event End Time: 3:00PM
Before Event Setup Time: Wednesday, 3/6/2024 9am After Event Cleanup Time: Monday 3/11/2024 3:30PM - 6:30PM
Name of Organization/Applicant Sommer Sports Events

The refundable deposit will be made payable and mailed to the name and address of the applicant listed

Check Type of Organization ☐ Resident ☐ Non Resident ☐ Non-Profit ☒ Business

Non-Profit documentation must be provided with application.

Tax Exempt ☐ Yes ☒ No If yes, provide Tax Exempt # _____

If Yes, you must provide your Tax Exempt Certificate with application.

Federal ID # or Driver's License # _____

Event Contact Michelle Craske Email michelle@sommersports.com
Day Phone 352-394-1320 Cell Phone 352-988-9485
Address 1271 Commons Court City Clermont State FL Zip 34711
Secondary Contact Fred Sommer Phone # 352-394-1320

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

Briefly Describe Event:

The 41st Annual Great Clermont Triathlon, Florida's traditional season opener featuring an international (Olympic) distance triathlon with a 1.5K Swim, 40K Bike, and a 10K Run. Other events include a run-bike-run Duathlon along with relay team competition.

The 5K event will occur the night before on 3/9/24 @ 5:30pm

Location of Event on City Property: Map 1 ☐ A ☐ B ☒ C ☐ D ☐ Map 2 ☐ Map 3

Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: _____

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☒ Yes ☐ No

If Yes, State Alcoholic Beverage License REQUIRED for sale of alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* Star Tents

*Tents larger than 900 sq. ft. will require an additional permit

Electrical Use: ☐ Yes ☒ No Describe the need:

Additional permits may be required based on use

Electrical Power Provided: ☒ Generator ☐ Temporary Power Drop ☐ Property Power

Gas Fueled Equipment: ☒ Yes ☐ No Describe Use: light power

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source ☐ Propane ☐ Natural Gas ☐ Diesel Fuel ☒ Gasoline

Cooking Equipment Use: ☐ Yes ☒ No

If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☐ Fryers ☐ Propane Grill ☐ Charcoal Grill ☐ Concession Trailer ☐ Food Trucks

Insurance may be required by provider

Rides: ☐ Yes ☒ No Ride Types: ☐ Mechanical ☐ Bounce Houses ☐ Animals

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

If Yes, requires separate approval process completed by Company with the Fire Prevention Division.
The release of Sky Lanterns is not permitted under state law.

Streets to be Closed or Traffic Control: ☒ Yes ☐ No

Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: ☒ Yes ☐ No

If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.
Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Live Television or Radio Broadcast: ☐ Yes ☒ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe: Race Announcer with Music to announce finisher and add energy and excitement to the event

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☐ Yes ☒ No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☐ Yes ☒ No

Will this event use other venues and/or municipalities such as Lake County? ☐ Yes ☒ No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event? ☒ Yes ☐ No

Are you requesting the boat ramp be closed in order to be used for ^{swim course} overflow parking? ☒ Yes ☐ No

Boat ramp closure request will only be considered by the City Council for events that have over 1000 expected in attendance.

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:

DATE OF EVENT:

EVENT CONTACT:

REFUND MAILING ADDRESS:

AdventHealth Great Clermont Triathlon
March 10, 2024

Michelle Craske
 1271 Commons Court
 Street Address
 Clermont FL 34711
 City ST Zip
 352-988-9485

CELL PHONE:

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
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Applicant's Signature

Vice President

Title

Michelle Craske

Printed Name



Date

*****FOR CITY DEPARTMENT REVIEW ONLY*****

Department / Division Routing:

a) Parks & Rec. Dept.

b) Police Department

c) Fire Department

d) Public Works Dept.

e) Development Services Dept.

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.

City of Clermont

Alcohol Permit Request Form



Today's Date 4/4/2023

Name of Organization/Applicant Sommer Sports Events

Name of Event AdventHealth Great Clermont Triathlon 5K Date(s) of Event 3/9/2024 (Saturday)

Rental Location Waterfront Park Anticipated attendance 600-800

Event Start Time 5:30pm Event End Time 8:30pm

Briefly describe the event Athletes receive a drink coupon with their race entry to enjoy a beverage after the Triathlon/5K event.

Name of Licensed beverage caterer: Premier Bartending Services

Phone 407-457-8011

Primary email address victor.premierbar@gmail.com

Alcohol to be served (check all that apply) ☐ Liquor ☒ Beer ☒ Wine/Champagne ☐ Other
A copy of the caterer's license and a Certificate of Insurance must be submitted with the request form.

Effective August 10, 2022, the Applicant is required to staff Extra-Detail Clermont Police Officers for rentals/events serving alcohol on City property. Failure to comply with the terms of this policy will result in cancelation of the alcohol approval. The Clermont Police Department's regular detail rate is \$52.00 per hour, per officer. Additional hourly surcharges may apply. The number of officers and hours required will be determined by the City. Refer to the rental application for more information.

Applicant's Initials MC

Exceptions to this policy will be considered on a case-by-case basis, and depend on the size and nature of the event. If requesting an exception, provide a brief explanation:

I understand that City staff must be notified of all changes to the approved alcohol request, and only the approved licensed caterer is permitted to serve alcohol. The event is subject to immediate cancellation, without refund, for violations of this policy.

Applicant Signature M. Crooke Date 4/4/2023

Please allow 30 days for the alcohol request to be processed

FOR CITY STAFF USE ONLY

Approval for the service of alcoholic beverages is ☐ GRANTED ☐ DENIED

Extra- Detail Exception ☐ GRANTED ☐ DENIED

Notes:

CITY STAFF SIGNATURE _____ TITLE _____ DATE _____

Please return the completed request to:

Clermont City Center
Parks & Recreation Dept.
620 W. Montrose Street
Clermont, FL 34711

City of Clermont

Alcohol Permit Request Form



Today's Date 4/4/2023

Name of Organization/Applicant Sommer Sports Events

Name of Event AdventHealth Great Clermont Triathlon Date(s) of Event 3/10/2024 Sunday

Rental Location Waterfront Park Anticipated attendance 600-800

Event Start Time 7:00am Event End Time 12:00pm

Briefly describe the event Athletes receive a drink coupon with their race entry to enjoy a beverage after the Triathlon/5K event.

Name of Licensed beverage caterer: Premier Bartending Services

Phone 407-457-8011

Primary email address victor.premierbar@gmail.com

Alcohol to be served (check all that apply) ☐ Liquor ☒ Beer ☒ Wine/Champagne ☐ Other
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Parks & Recreation Dept.
620 W. Montrose Street
Clermont, FL 34711



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 12, 2023		
Agenda Item Name		
Council Member Request		
Requested Action		
Staff Report		
Council Member Myers submitted the attached agenda item request form for the Council to discuss a Citizens Budget Review Committee allowing citizens to review and provide input.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	agenda item request	agenda item request.pdf



CITY OF CLERMONT

685 W. Montrose St.
Clermont, FL 34711
(352) 241-7331

AGENDA ITEM REQUEST FORM



Complete Submissions Required:

This form shall be used to request that an item be placed on a City Council agenda for review and possible action. If the request is made by a City Council Member, it shall be placed on an agenda by the City Manager at the next available Council meeting. If the request is made by a citizen, the City Manager shall review the request and determine if presentation to the City Council as an agenda item is in the best interest of the City. If the City Manager rejects the request, then the citizen may present the request to the City Council at a regularly scheduled council meeting for approval to be placed on a future agenda.

This form must be filed and complete to have an item placed on the City Council Agenda for consideration. Request forms and documentation must be complete and received by the City Clerk's Office no later than 12:00 p.m. (noon) on the Friday seven (7) business days prior to the Regular Council meeting in order to be placed on that meeting's agenda. The item may be placed on a workshop or special council meeting agenda if deemed appropriate by the City Manager. Per Resolution 2021-003R, citizen requests shall be limited to 15 minutes. Only completed request forms are considered for placement on the agenda.

Regular Council meetings are held on the second and fourth Tuesday of the month at 6:30 p.m. in the Council Chambers at City Hall unless otherwise noticed.

I am a: ☐ Citizen ☒ Council Member

Requestor: Chandra L. Myers
PRINTED NAME

Date Submitted: 12/1/23

Address: 1040 Glenhaven Rd
Clermont FL

Preferred contact: ☐ Cell (407) 488-8321 ☐ Work phone _____
☐ E-mail _____ ☐ Fax _____

I respectfully request the below item be placed on the Dec 12, 2023 (Date) Agenda for City Council consideration.

1) Describe Item to be considered and area of City involved, if any: _____

Citizens budget review committee

2) Executive Summary of Item and Action sought by Council: The purpose of this

item to be on the agenda to discuss having
having the citizens budget review committee which would
allow citizens to review & provide input. (Per campaign
promise which is what the voters requested)

3) Will your item have supporting documents? Yes No If so, how many pages? _____

ADMIN / OFFICIAL USE ONLY:

Consent Item: ☐ Yes ☒ No

Any Prior City Council Action: ☒ Yes ☐ No

Agenda Date Assignment: 12-12-23

Projected Future City Council Action: _____

Fiscal Impact: _____

Staff Recommendation on this Requested Item:

City Manager's Office	☒ Yes	☐ No	☐ NA
City Attorney's Office	☐ Yes	☐ No	☒ NA
City Clerk's Office	☐ Yes	☐ No	☒ NA
Finance Department	☐ Yes	☐ No	☒ NA
OTHER _____	☐ Yes	☐ No	☐ NA

Public Services ☐ Yes ☐ No ☒ NA

Staff Comments: _____

Anticipated Time Necessary for Item: _____

TRACKING:

Received by City Clerk: 12-1-2023

ML Staff Initial

Administratively Complete: _____

_____ Staff Initial

Date of Agenda Placed for Consideration: 12-12-2023

ML Staff Initial

Council Action Taken _____ on _____
Yes No NA

SIGNATURE – City Clerk's Office

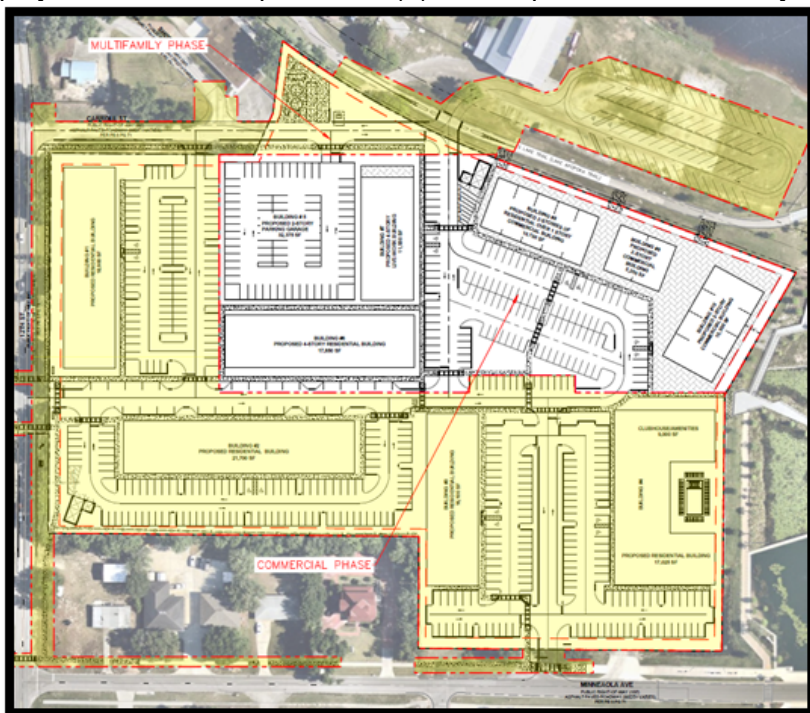
AGENDA ITEM

Meeting Date	
Tuesday, December 12, 2023	
Agenda Item Name	
Ordinance No. 2023-026 <i>Final</i> <i>Lumberyard District PUD</i>	
Requested Action	
Recommend approval of Ordinance 2023-026.	
Staff Report	

Background

The applicant, Wolfe and Wallace Properties, Inc., is requesting a rezoning from Central Business District (CBD) to Planned Unit Development (PUD) in order to develop a mixed-use project consisting of residential and non-residential uses on 12.3 +/- acres located adjacent to Victory Pointe and the South Lake Trail, along Carroll Street. The majority of the property has historically been used as a lumberyard and is still in operation today under the name American Builders Supply. In addition, the property consists of an older storage facility, W&W Storage, and some smaller outparcels with older homes and structures constructed in the 1950s. The applicant is proposing a major redevelopment project that will consist of 392 apartments, a two-story parking garage, an amenity/clubhouse building and a pool, along with 53,100 square feet of non-residential use (commercial, office, restaurant, and retail). As part of this redevelopment, the City's existing lift station #6 will also be relocated and reconstructed by the applicant. This area within the Central Business District is the last large area of private ownership with a focal point on Lake Minneola and Victory Pointe. The project would front the South Lake Trail and have access to and from the trail. The project could be considered a major focal point in downtown Clermont.

A conceptual site plan prepared by Kimley-Horn, dated 11-22-2023, shows the layout of the development. The project will be developed in two (2) distinct phases; a Multifamily Phase and a Commercial Phase.



Multifamily Phase

The multifamily phase will consist of 7.14 acres with 262 apartment units, at a density of 36.69 dwelling units per acre. The applicant is requesting the use of the density bonus provision in the Land Development Code, Section 125-375. The density bonus units in this phase is 84 units. The multifamily phase will consist of four (4) apartment buildings, including a clubhouse and swimming pool. The apartment buildings will be four (4) stories high and will be located on the southern and western portion of the site. These buildings are numbered 1 through 4 on the conceptual site plan.

Commercial Phase

The commercial phase will consist of residential and non-residential uses on 5.16 acres. The applicant is proposing 130 units within this phase, which is 25.19 dwelling units per acre. The applicant is utilizing the density bonus provision in this phase for one (1) additional unit. This phase will consist of a parking structure, two (2) live-work buildings, and three (3) commercial buildings. The total square footage of commercial shall not exceed 55,000 square feet. These buildings are numbered 5 through 10 on the conceptual site plan. The uses would consist of office, retail, restaurant, entertainment and other permitted uses within the Central Business District.

Community Benefit and Density Bonus

The applicant has proposed the following items for consideration in receiving the total density bonus of 85 dwelling units. The estimated total of the improvements is \$2.14 million, as estimated by their engineer. The specific details are contained in the Community Benefit Agreement, and below is an overview of the items.

1. Asphalt paving of the Row House Parking Lot.
2. Permanent access to the Row House and Lift Station acreage.
3. Repair and reconfiguration of Carroll Street and Lake Drive.
4. Sidewalk improvements surrounding the project.
5. Concession of encroachment lands to adjacent neighbors.
6. Lift station and utility infrastructure.

Community Benefit		% applicable	Cost		
1	\$ 325,000	100%	\$ 325,000	Row House Parking Lot	32,500 SF @ \$10 PSF
2	\$ 513,315	100%	\$ 513,315	Permanent Access to Row House & Lift Station acreage.	19,000 SF area less 1,800 SF existing row house @ \$1.3mm/AC contract land value
3	\$ 374,400	100%	\$ 374,400	Repair of Carroll Street and Lake Drive	1,040 LF x 24' wide of roadway repaired and reconfigured @ \$15 per SF.
4	\$ 21,600	100%	\$ 21,600	Sidewalk Improvement	2,400 SF of 4" sidewalk at \$9 PSF
5	\$ 53,719	100%	\$ 53,719	Land to Adjacent Neighbors	1,800 SF @ \$1.3mm/AC contract land value
6	\$ 850,000	100%	\$ 850,000	Lift Station and Utility Infrastructure	Civil Engineer opinion of value
\$ 2,138,034		Total Community Benefit Value			

It is the City Council's discretion to determine if the Community Benefit Value and improvements warrant the Density Bonus units.

Waivers

The applicant is requesting the following waivers to the Land Development Code in order to develop the project.

1. Increase maximum building heights from 55 feet to 65 feet for the multifamily and commercial development.
2. Increase the number of compact spaces from 10 % to 40 % in the project.
3. Reduce the minimum landscape island square footage from 300 square feet to 200 square feet throughout the project and 160 square feet within areas of compact parking spaces.
4. Remove the requirement for construction material to be masonry or other non-wood material for construction of the first floor of the buildings.

The applicant is requesting these waivers in order to redevelop the property. The maximum building height is due to the four four-story buildings having a 5/12 roof pitch that would provide a better roof drainage system and improved esthetics. The increase in compact spaces, which are 9 feet by 18 feet, is being requested within the multifamily phase (54%) and the commercial phase (21%). The applicant has indicated the reduced spaces is to have an end goal of maximizing parking for the commercial and multifamily developments. The internal landscape island reduction from 300 square feet to 160 square feet is being requested as well. This request is essentially a compact parking space converted into a landscaped island, thus possibly maximizing parking. The first floor masonry or block construction waiver is being requested since the applicant is able to construct using timber, is able to meet the architectural and building codes as well as have a 50-year useful life.

Compatibility Review

Section 125-375 Density in the Land Development Code requires a review of the proposed project and the compatibility with the planned character of adjacent and surrounding properties. The property is located within the Central Business District (CBD). Below is a chart listing the surrounding properties with zoning/land use along with compatibility.

	Zoning	Land Use	Compatible
North	Parks/Recreation	South Lake Trail and Rowing Boat House	Yes
East	Parks/Recreation	Victory Pointe Stormwater System	Yes
South	Central Business District	1 residence* and 4 office properties	Yes
West	R-3 Residential/Professional	City's Public Works Facility	Yes

*The residence is located at the corner of 12th Street and W. Minneola Avenue with Central Business District Zoning.

This use can be converted to a non-residential use in the future and the nearest proposed building will be well over 150 feet away.

The nearest proposed building placement, building #3, to an existing structure offsite will be approximately 70 feet from the building located at 1120 W. Minneola Avenue. The staff were unable to determine if the placement of building #3 at that location may affect the property owner at 1120 W. Minneola Avenue. As for the proposed uses and existing uses in this area, staff have no evidence that the project would be incompatible with the surrounding land uses.

Summary

The applicant is proposing a mixed-use redevelopment project within the Central Business District (CBD). The applicant is seeking the use of a density bonus to achieve an additional 85 dwelling units within the project over the 307 permitted units at 25 dwelling units/acre, for a total of 392 dwelling units. The proposed non-residential uses, consisting of up to 55,000 square feet, are acceptable within the CBD. A transportation impact analysis (TIA) has been completed, and it identified road improvements will be required on 12th Street, including the installation of turn lanes. The applicant has proposed several items for consideration for Community Benefit with a value estimated by the applicant's engineer to be up to \$2.14 million dollars. It is the City Council's discretion to determine if the Community Benefit is acceptable for the density bonus. The City Council may approve a requested bonus, approve a requested bonus with conditions to mitigate the impact of the bonus, approve a lesser bonus, approve a lesser bonus with conditions to mitigate the impact of the bonus, or deny a requested bonus.

The redevelopment of this area and the incorporation of a denser, walkable project is welcomed downtown, along with being advocated by Strong Towns philosophy. The staff is supportive of the concept, with integrated mixed-use options and livability. However, the staff have some concerns about how the entire project will be tied together cohesively from an architectural standpoint. Staff has added conditions within the Ordinance that addresses the commercial phase architecture with a plan to come back to City Council for approval. Staff recommends approval of Ordinance 2023-026 with the requested waivers, and further, with the condition of Community Benefit to be considered. *The Planning & Zoning Commission recommended approval 6-0.*

Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Ord. 2023-026 - Lumberyard PUD (12.04.2023)	Ord. 2023-026 - Lumberyard PUD (12.04.2023).pdf
2.	Location Map	Location Map.pdf
3.	Civil Conceptual Plans	Civil Conceptual Plans.pdf
4.	Clermont Lumberyards	Clermont Lumberyards.pdf
5.	Narrative and Benefit Statement	Narrative and Benefit Statement.pdf
6.	Lumberyard District-Waiver Letter-111323	Lumberyard District-Waiver Letter-111323.pdf
7.	Application-Executed	Application-Executed.pdf
8.	Legal Ad	Legal Ad.pdf



CITY OF CLERMONT
ORDINANCE NO. 2023-026

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR CONFLICT, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

NOW THEREFORE, The City Council of the City of Clermont, Lake County, Florida, hereby ordains that:

SECTION 1:

The Official Zoning Map of the City of Clermont, Lake County, Florida, referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, AND 16 OF BLOCK 120; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, AND 22 OF BLOCK 119; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 OF BLOCK 115; AND PORTIONS OF CARROLL STREET AND WEST LAKE DRIVE, ALL OF JOHNSON'S REPLAT, OF BLOCKS, 141, 142, 143, 144, 145, 146, 115, 117, 118, 119, AND 120, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 71 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; TOGETHER WITH THAT PORTION OF OSCEOLA STREET VACATED IN THAT ORDINANCE RECORDED IN OFFICIAL RECORDS BOOK 590, PAGE 738 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; ALL LYING IN SECTIONS 23 AND 24, TOWNSHIP 22 SOUTH, RANGE 25 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF NORTH RIGHT OF WAY OF MINNEOLA AVENUE WITH THE EAST LINE OF GOVERNMENT LOT 8, LYING IN SECTION 23 TOWNSHIP 22 SOUTH, RANGE 25 EAST; THENCE RUN NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 232.49 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WEST LAKE DRIVE; THENCE CONTINUE NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 50.00 FEET TO THE WEST RIGHT OF WAY OF WEST LAKE DRIVE; THENCE CONTINUE NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 125.00 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 6 OF BLOCK 120, JOHNSON'S REPLAT; THENCE DEPARTING SAID NORTH RIGHT OF WAY RUN NORTH 0°25'20" EAST ALONG THE WEST LINES OF AFORESAID LOTS 4, 5, AND 6 OF BLOCK 120, JOHNSON'S REPLAT A DISTANCE OF 150.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°29'17" WEST ALONG THE SOUTH LINES OF AFORESAID LOTS 7, 8, 9, 10, 11, 12, 13, AND 16 OF BLOCK 120, JOHNSON'S REPLAT A DISTANCE OF 497.78 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16 AND A POINT ALONG THE EAST RIGHT OF WAY OF 12TH STREET;



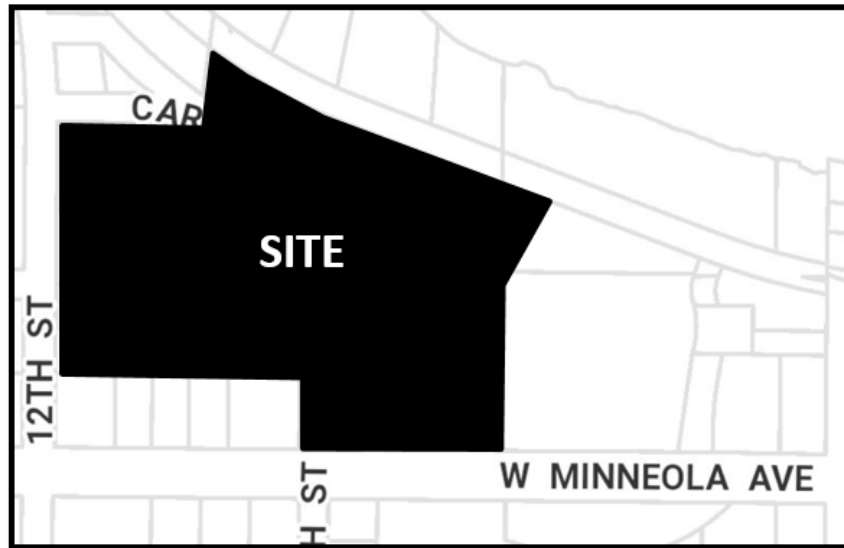
CITY OF CLERMONT
ORDINANCE NO. 2023-026

THENCE DEPARTING SAID SOUTH LINE RUN NORTH 0°22'36" EAST ALONG THE EAST RIGHT OF WAY A DISTANCE OF 499.90 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE WESTERLY, HAVING A RADIUS OF 1465.68 FEET, A CHORD BEARING OF NORTH 00°10'45" WEST, AND A CHORD DISTANCE OF 10.10 FEET; THENCE ALONG THE ARC OF SAID CURVE, RUN THROUGH A CENTRAL ANGLE OF 00°23'41" FOR A DISTANCE OF 10.10 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 10 OF BLOCK 119, JOHNSON'S REPLAT AND A POINT ALONG THE SOUTH RIGHT OF WAY OF CARROLL STREET; THENCE DEPARTING SAID EAST RIGHT OF WAY RUN SOUTH 89°29'17" EAST ALONG THE NORTH LINE OF SAID LOTS 7, 8, 9, AND 10 OF BLOCK 119, AND THE SOUTH LINE OF SAID CARROLL STREET, A DISTANCE OF 273.01 FEET TO THE NORTHEAST CORNER OF AFORESAID LOT 7 OF BLOCK 119, JOHNSON'S REPLAT; THENCE DEPARTING SAID SOUTH RIGHT OF WAY RUN NORTH 24°20'54" EAST A DISTANCE OF 61.17 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 13 OF BLOCK 115, JOHNSON'S REPLAT, ON THE NORTH RIGHT OF WAY OF SAID CARROLL STREET; THENCE DEPARTING SAID NORTH RIGHT OF WAY RUN NORTH 7°41'47" EAST A DISTANCE OF 98.18 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 13 OF BLOCK 115, JOHNSON'S REPLAT, BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1176.28 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE ALSO BEING THE NORTH LINE OF AFORESAID LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 OF BLOCK 115, JOHNSON'S REPLAT ALONG A CHORD BEARING OF SOUTH 61°10'59" EAST FOR AN ARC LENGTH OF 328.69 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND THE 100 FEET SOUTHEASTERLY EXTENSION OF RUN SOUTH 69°11'18" EAST A DISTANCE OF 430.34 FEET; THENCE DEPARTING SAID NORTH LINE AND SOUTHEASTERLY EXTENSION RUN SOUTH 30°13'43" WEST A DISTANCE OF 190.34 FEET TO A POINT ALONG THE AFORESAID EAST LINE OF GOVERNMENT LOT 8; THENCE RUN SOUTH 0°40'24" WEST ALONG SAID EAST LINE A DISTANCE OF 343.41 FEET TO THE AFORESAID POINT OF BEGINNING.

THE LANDS DESCRIBED HEREON CONTAIN 12.309 ACRES (536,167 SQUARE FEET) MORE OR LESS.

LOCATION:

1000 Carroll Street (Wolfe & Wallace Investments, LLC)
North of the W. Minneola Ave. and Lake Drive intersection, adjacent to Victory Pointe and
South Lake Trail, and west of Lake Drive, including the requested vacated portion of
Carroll Street and Lake Drive.
(Alternate Key 1622581, 1622701, 1622719, 1622727, 1622743,
1622751, 1622760, 1622778, 3409736, 1815673, 1622735)
Approx. 12.3 +/- Acres



Requested Action:

**Rezone property from Central Business District (CBD) to
Planned Unit Development (PUD) for residential and non-residential uses consisting of
multi-family apartments, retail, restaurant, and office uses**

SECTION 2: GENERAL CONDITIONS

This application for a Planned Unit Development is to allow for a 392 multi-family residential units on the property described above (hereinafter the “Property”) with up to 55,000 square feet of non-residential uses; be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with the Lumberyard District Rezoning Plan, prepared by Kimley-Horn dated November 15, 2023. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. Fiber optic conduit and pull boxes may be required to be installed by the developer in the utility easements to extend the City’s fiber optic network. The City’s Information Technology Director will work with the developer at the time of site plan review to determine the extent of fiber optic conduit.

CITY OF CLERMONT
ORDINANCE NO. 2023-026

5. Easements shall be provided to the City at no expense to the City authorizing the City's unrestricted access to any existing and proposed utilities that the City will own and maintain.
6. School concurrency shall be met before any final site plan approval that contains residential uses that will generate school age children in accordance with the Comprehensive Plan and Land Development Code.
7. All Fire Department Access for the Project shall be provided in Accordance with the Florida Fire Prevention Code. All Multi-family Buildings shall be provided with Fire Sprinklers.
8. Irrigation water shall be provided by a private well for all common areas and commercial sites throughout the project.
9. Irrigation and landscaping shall meet Florida Water Star requirements. Topsoil and/or soil amendments will be required prior to any landscape plantings to help reduce the irrigation needs to maintain healthy landscaping. Notice is hereby provided that specific standards relating to irrigation and landscaping are under development, and if adopted, shall apply to any undeveloped portions of this project.
10. The Developer shall be responsible for all costs of on-site and off-site utility improvements, including, but not limited to design, material, permitting, connection and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the City to serve the property.
11. Any existing dedicated City of Clermont utilities must stay in service throughout construction unless service disruption is reviewed and approved by the City for temporary service pauses related to the construction of new utility infrastructure. This shall be coordinated and approved in writing from the City's Public Services Department Director or assignee.
12. No Certificate of Occupancy shall be issued until water and sewer improvements have been completed and accepted by the City.
13. All utilities shall be designed and installed as per the City's specifications or as amended and approved by City staff.
14. The development shall comply with all applicable City, County and Florida Department of Transportation access management requirements. The Developer shall timely complete all required mitigation and other improvements as may be applicable.
15. The PUD meets the mandatory requirements through the waivers for residential development in the CBD and the density bonus criteria, as determined by City Council, as set forth in Section 125-375.

SECTION 3: LAND USES AND SPECIFIC CONDITIONS

1. The project will be developed in multiple phases. The project will be vertically developed in two main phases. The Multifamily phase consisting of buildings 1-4 on 7.14 +/- acres will consist of 262 multi-family units. The density within this phase will be 36.7 dwelling units/acre. A density bonus of 84 units is being requested within this phase through the use of a Community Benefit Agreement (Attachment A). Buildings 5-10 will be constructed in the second phase, Commercial phase, on 5.16 +/- acres with 130 multi-family units and 55,000 square feet of non-residential use. The density in this phase will be 25.2 dwelling units/acre. A bonus density of 1 unit is being requested within this phase and is included in the Community Benefit Agreement.
2. The project is being developed with 2 distinctive phases. Below are the phases with the specific requirements of each phase, as documented on the Lumberyard District Rezoning Plan, prepared by Kimley-Horn dated November 22, 2023, Attachment B.

PROJECT SITE:

MULTIFAMILY 7.14 ACRES

ISR CALCULATION MULTIFAMILY:

MULTIFAMILY IMPERVIOUS AREA: 5.82 AC

MULTIFAMILY PERVIOUS AREA: 1.32 AC

MAXIMUM ISR: 1.00

PROPOSED ISR: 0.82

DENSITY MULTIFAMILY:

PROPOSED MULTIFAMILY DWELLING UNITS (BUILDINGS #1-#4): 262 UNITS

TOTAL UNITS: 262 UNITS

TOTAL AREA FOR DENSITY CALCULATIONS: 7.14 ACRES

CENTRAL BUSINESS DISTRICT (CBD)

MAX: 40 DU/ACRE (WITH AVAILABLE BONUS)

MIN: N/A

262 UNITS/7.14 ACRES = 36 UNITS/ACRE

MULTIFAMILY PARKING REQUIREMENTS:

(1.25 SPACES/1 BEDROOM UNIT):

1.25 SPACES X 197 UNITS = 247 SPACES

(1.5 SPACES/2 BEDROOM UNIT):

1.5 SPACES X 65 UNITS = 98 SPACES

TOTAL SPACES REQUIRED: 345 SPACES

PROVIDED MULTIFAMILY PARKING

STANDARD SPACES (10'X20'): 137 SPACES

COMPACT SPACES (9'X18'): 186 SPACES

PARALLEL SPACES (10'X23'): 14 SPACES

ADA SPACES (12'X20'): 8 SPACES

TOTAL SPACES PROPOSED: 345 SPACES

BUILDING SETBACKS MULTIFAMILY:

	MIN/MAX	PROPOSED
NORTH (FRONT):	0 FT/ NA	19 FT
SOUTH (BACK):	0 FT/ NA	84 FT
EAST (SIDE):	0 FT/ NA	12 FT
WEST (SIDE):	0 FT/ NA	18 FT

LANDSCAPING/BUFFERS MULTIFAMILY:

	MIN	PROPOSED
NORTH (FRONT):	10/15 FT*	10/15 FT
EAST (SIDE):	10 FT	10 FT
WEST (SIDE):	15 FT	15 FT
SOUTH (BACK):	10/15 FT*	10/15 FT

*THE LANDSCAPE BUFFER WHEN ADJACENT TO PUBLIC RIGHT OF WAY IS MINIMUM 15 FT WITH BRICK, STONE, OR MASONRY WALL W/ TREES OR SHRUBS OR 25' WITH EARTHEN BERM, TREES, AND CONTINUOUS HEDGE.

LANDSCAPE BUFFER BETWEEN ADJACENT PROPERTIES IS 10 FT.

PROJECT SITE:

COMMERCIAL 5.16 ACRES

ISR CALCULATION COMMERCIAL:

COMMERCIAL IMPERVIOUS AREA: 4.31 AC

COMMERCIAL PERVIOUS AREA: 0.84 AC

MAXIMUM ISR: 1.00

PROPOSED ISR: 0.84

DENSITY COMMERCIAL:

MULTIFAMILY DWELLING UNITS 130 UNITS

(BUILDINGS #6 & #7):

TOTAL MULTIFAMILY UNITS: 130 UNITS

BUILDING #7 RETAIL SPACE: 11,550 SF

BUILDING #8 RETAIL SPACE: 10,150 SF

BUILDING #9 RETAIL SPACE: 10,400 SF

BUILDING #10 RETAIL SPACE: 21,000 SF

TOTAL COMMERCIAL SF: 53,100 SF

TOTAL AREA FOR DENSITY CALCULATIONS: 5.16 ACRES

CENTRAL BUSINESS DISTRICT (CBD)

MAX: 40 DU/ACRE (WITH AVAILABLE BONUS)

MIN: N/A

130 UNITS/5.16 ACRES = 26 UNITS/ACRE

COMMERCIAL PARKING REQUIREMENTS:

THE COMMERCIAL PORTION OF THIS SITE INCLUDES 130 MULTIFAMILY UNITS PROVIDED WITHIN A 4 STORY LIVE-WORK MULTIFAMILY BUILDING, A 2 STORY MULTIFAMILY BUILDING ABOVE THE 10,150 SF RETAIL BUILDING, AND A 4 STORY MULTIFAMILY BUILDING.

RETAIL PARKING REQUIREMENT: 1 SPACE/333 SF

PROPOSED 2 STORY RETAIL (10,400 SF) = 31 SPACES

PROPOSED 2 STORY RETAIL (21,000 SF) = 63 SPACES

PROPOSED 1 STORY RETAIL (10,150 SF) = 30 SPACES

COMMERCIAL SPACES REQUIRED: 124 SPACES

MULTIFAMILY PARKING REQUIREMENTS:

(1.25 SPACES/1 BEDROOM UNIT):

1.25 SPACES X 98 UNITS = 123 SPACES

(1.5 SPACES/2 BEDROOM UNIT):

1.5 SPACES X 32 UNITS = 49 SPACES

MULTIFAMILY SPACES REQUIRED: 172 SPACES

TOTAL SPACES REQUIRED: 296 SPACES

PROVIDED COMMERCIAL PARKING

STANDARD SPACES (10'X20'): 46 SPACES

COMPACT SPACES (9'X18'): 63 SPACES

PARALLEL SPACES (10'X23'): 8 SPACES

ADA SPACES (12'X20'): 6 SPACES

GARAGE SPACES (10'X20'): 180 SPACES

TOTAL SPACES PROPOSED: 303 SPACES

BUILDING SETBACKS COMMERCIAL:

	MIN/MAX	PROPOSED
NORTH (FRONT):	0 FT/ NA	23 FT
SOUTH (BACK):	0 FT/ NA	14 FT
EAST (SIDE):	0 FT/ NA	24 FT
WEST (SIDE):	0 FT/ NA	7 FT

LANDSCAPING/BUFFERS COMMERCIAL:

	MIN	PROPOSED
NORTH (FRONT):	10 FT	10 FT
EAST (SIDE):	10 FT	15 FT
WEST (SIDE):	10 FT	10 FT
SOUTH (BACK):	20 FT	20 FT



CITY OF CLERMONT
ORDINANCE NO. 2023-026

3. Prior to the first certificate of occupancy (CO), all the existing buildings onsite will be demolished and removed with mass grading of the site. In addition, the installation of the master utilities, street improvements, sidewalks and any other item listed in the Community Benefit Agreement, and any other utility/infrastructure needed to serve any building seeking a CO shall be completed and accepted by the City in writing prior to the first CO.
4. The Multifamily Phase buildings, 1–4, shall be constructed in a manner that closely resembles the architectural style and elevations as presented in Attachment C and shall meet the City of Clermont’s Architectural Standards.
5. Prior to the permitting and construction of the Commercial Phase buildings, 5–10, the Applicant shall be required to present the architectural plans and phase before City Council for review and approval. The City Council may request modifications to ensure compatibility within the site.
6. The maximum building height shall be up to 65 feet, measured at the highest point.
7. An increase in the ratio of compact spaces (9’ x 18’) from 10% of the overall project up to 40% of the overall project may be used.
8. Trash compacters may be substituted for dumpsters for the project if the Applicant can demonstrate it can sufficiently meet the waste demands for the project.
9. All internal streets will be privately owned and maintained by the owner and/or developer. This includes the vacated portion of Carroll Street and Lake Drive.
10. A reduced landscape buffer may be used between the multifamily and existing residential units along the southwest side of the project.
11. Reduced landscape islands, from 300 square feet to 200 square feet throughout the project and 160 square feet within areas of compact parking spaces may be used.
12. The removal of the requirement of construction material to be masonry or other non-wood material for the construction of the first floor of the buildings is allowed.
13. An improved pedestrian crossing will need to be installed by the Applicant crossing 12th Street. This shall be coordinated with Lake County and the City of Clermont.
14. An improved trail crossing shall be installed at the access point across the South Lake Trail leading to the Rowing Boathouse parking lot. This crossing shall be upgraded to a “Case IV Major Side Street Crossing Near Intersection.” Coordination and construction of this trail crossing shall be at the Applicant’s expense and conducted through the City and Lake County Department of Public Works.



CITY OF CLERMONT
ORDINANCE NO. 2023-026

15. The Applicant shall be required to install the necessary turn lanes on 12th Street, as required by Lake County Access Management. Additional right-of-way may be required for offsite improvements and the sidewalk. This dedication shall be made at no cost to the County or the City.
16. All leases for residential units in the project shall be for a minimum of six months on the initial lease term.
17. The project shall be developed according to the Central Business District (CBD) zoning designation in the Land Development Code, unless expressly stated above.
18. This Planned Unit Development shall become null and void if substantial construction work has not begun within two (2) years of the date that this Planned Unit Development is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion. If the Planned Unit Development becomes null and void, the property will revert to the Central Business District (CBD) Zoning Designation.

SECTION 4: CONFLICT

All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed.

SECTION 5: SEVERABILITY

Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from the Section to which such holding shall apply.

SECTION 6: ADMINISTRATIVE CORRECTION

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 7: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida and at the Applicant's expense.

SECTION 8: PUBLICATION AND AN EFFECTIVE DATE

This Ordinance shall be published as provided by law, and it shall become law and take effect upon its Second Reading and Final Passage.



CITY OF CLERMONT
ORDINANCE NO. 2023-026

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 12th day of December, 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
ORDINANCE NO. 2023-026

ATTACHMENT A – COMMUNITY BENEFIT AGREEMENT

COMMUNITY BENEFIT AGREEMENT

THIS COMMUNITY BENEFIT AGREEMENT (this “Agreement”) is made and entered into as of the _____ day of _____ 2023, by and between THE CITY OF CLERMONT, a Florida municipal corporation, whose address is 685 W. Montrose Street, Clermont, Florida 34711 (the “City”), and WOLFE AND WALLACE PROPERTIES, INC, a Florida Profit Corporation, WOLFE & WALLACE INVESTMENTS, LLC, a Florida Limited Liability Company; whose mailing address is 995 W. Lakeshore Drive, Clermont, Florida 34711 (the “Owner”).

RECITALS

- A. Owner desires to develop approximately 12.3 +/- acres of property, described and depicted in Exhibit “A” attached to and incorporated in this Agreement (hereinafter referred to as the “Property”). Owner is the fee simple owner of the Property and this shall be documented in a recent title report.
- B. The Property is currently zoned Central Business District “CBD”.
- C. Owner has filed with the City a Planned Unit Development (“PUD”) rezoning application for a mixed-use residential and non-residential project on the Property, as shown on the PUD, which will be developed in multiple phases (the “Project”).
- D. The City of Clermont Land Development Code, Section 125-375, allows an applicant (or Owner in this case) to request the use of a density bonus in the Central Business District by including a justification statement in the description of the project in their site plan application. A bonus shall not be considered an entitlement.
- E. The Owner has provided a justification statement in order to attain a density bonus above the permitted 25 dwelling units per acre, up to 32 dwelling units per acre, resulting in an additional 85 residential dwelling units in the Project.
- F. The Owner has listed the following items to be considered to attain the density bonus:
 - 1. Donation of approximately 17,200 square feet of land area to the City of Clermont for the relocation of a new City Lift Station #6 and City Right-of-Way. Based on the current contract price/fair market value of the \$1.3 mm/AC, the value of this dedication is \$513,315.
 - 2. Donation of approximately 1,800 square feet of land bordering the neighbors to the southwest to avoid any boundary issues. Based on the current contract/fair market value of \$1.3mm/AC, the value of this donation is \$53,719.
 - 3. Construction of a new major City Lift Station #6 to current City Standards, including backup generator, RTU Tower, new interior access for vacuum/pumper truck, etc. The current station has limited access and newer equipment. Additionally, utility infrastructure improvement will include the construction of new 520 lineal feet of 8-inch PVC water main and 270 lineal feet of 8-inch PVC sewer main along Carroll Street from 12th Street to the Row House Entrance drive as proposed on the site plan. The cost of this lift station relocation and utility infrastructure is presently estimated at \$850,000.

4. Construction of new 5-foot sidewalk along the east side of 12th Street from the southwest corner of the proposed development project to Carroll Street. The cost of approximately 2,400 square feet of sidewalk is presently estimated at \$21,600.
5. Construction of a new paved parking area for the existing Row House parking area as shown on the proposed plan. The area is expected to be 32,500 square feet and will provide sixty-four (64) – 10 feet by 30 feet parking spaces. A direct connection via future Carroll Street right-of-way will be established to the Row House area through the re-development of this project. The cost of this benefit at \$10 per square foot of asphalt is presently estimated at \$325,000.
6. Currently, two public roads, Carroll Street and Lake Drive, bisect the Project. These streets are in poor condition and the City of Clermont is expecting to have to spend a significant amount to mill the asphalt and repave. The Applicant proposes to repair and reconfigure these roadways (1,404 lineal feet X 24 feet wide) as part of the internal horizontal construction of the project, which will save the City of Clermont from paying for and completing this repair. This estimated cost is approximately \$15 per square foot for a total estimated cost of \$374,400.

The sum of the total benefits provided is estimated to be \$2,140,000.

NOW, THEREFORE, in consideration of the mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Owner on behalf of itself, its transferees, assigns, successors in interest and heirs, and the City agree as follows:

1. **Recitals**. The above recitals are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement.

2. **Legal Description**. The Property described on Exhibit “A” attached hereto is subject to PUD Ordinance No. 2023-025 adopted by the City of Clermont City Council as of the date hereof, and Owner intends to develop a portion of such Property pursuant thereto.

3. **Density Bonus**.

a. In order to receive the density bonus pursuant to the City of Clermont Land Development Code, Section 125-375, Owner will be obligated to make all the improvements listed in the justification statement and outlined in item F (1)-(6) above.

b. If Owner fails to timely construct such improvements indicated in item F above, Owner shall be entitled to written notice of such failure and to thirty (30) days after the receipt of that written notice in which to cure said failure. If such portion of the Density Bonus Contribution is not constructed by Owner at the time of the first Certificate of Occupancy (CO), then such failure to timely construct such portion of the Density Bonus Contribution shall constitute a default under this Agreement. Owner expressly agrees, in the event of default, City may withhold any and all building permits until such time as the Density Bonus Contribution has been fully constructed in full. Nothing herein shall prohibit City from pursuing any and all remedies available in law or equity including, without limitation, an action for specific performance. Notwithstanding anything contained in this Agreement to the contrary, in the event the PUD expires, then no payment shall be due hereunder and this Agreement shall expire.

4. **Authority**. Owner has the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.

5. **Exhibits.** All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

6. **Effective Date.** The effective date of this Agreement (the “**Effective Date**”) shall be the date this Agreement is last signed by City or Owner. The Effective Date shall be inserted on the first page of this Agreement.

7. **Amendment.** Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment and shall be presented and approved by City Council.

8. **Binding Effect.** This Agreement, once effective, shall run with the Property described herein and shall be binding upon and enforceable by and against the parties hereto and their beneficiaries, heirs, successors, and assigns. The City acknowledges and agrees that the Owner shall have the right to assign its rights and obligations under this Agreement to any of its successors, or assigns.

9. **Termination.** In the event that the PUD (Ordinance 2023-026) expires or is otherwise terminated, this Agreement shall become null and void.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written.

CITY OF CLERMONT, FLORIDA
A Florida Municipal Corporation

Attest:

By: _____

Name: _____

City Clerk

As its: _____

Date: _____

Date: _____

{Signatures Continued on Next Page}

Witnesses:

Signed, sealed and delivered
in our presence:

WOLFE AND WALLACE
PROPERTIES, INC.
Florida Profit Corporation

By: _____

Name: _____

Its: _____

Date: _____

WOLFE & WALLACE
INVESTMENTS, LLC
Florida Limited Liability Company

By: _____

Name: _____

Its: _____

Date: _____

Name: _____

Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____, as _____ of Wolfe and Wallace Properties, LLC, Florida Profit Corporation, on behalf of said company. S/He [] is personally known to me or [] has produced _____ (type of identification) as identification.

Signature of Notary Public

Type or Print Name

My Commission Expires: _____

Commission No. _____

Seal

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____, as _____ of Wolfe and Wallace Investments, Inc, Florida Limited Liability Company, on behalf of said company. S/He [] is personally known to me or [] has produced _____ (type of identification) as identification.

Signature of Notary Public

Type or Print Name

My Commission Expires: _____

Commission No. _____

Seal

EXHIBIT "A"

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, AND 16 OF BLOCK 120; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, AND 22 OF BLOCK 119; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 OF BLOCK 115; AND PORTIONS OF CARROLL STREET AND WEST LAKE DRIVE, ALL OF JOHNSON'S REPLAT, OF BLOCKS, 141, 142, 143, 144, 145, 146, 115, 117, 118, 119, AND 120, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 71 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; TOGETHER WITH THAT PORTION OF OSCEOLA STREET VACATED IN THAT ORDINANCE RECORDED IN OFFICIAL RECORDS BOOK 590, PAGE 738 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; ALL LYING IN SECTIONS 23 AND 24, TOWNSHIP 22 SOUTH, RANGE 25 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

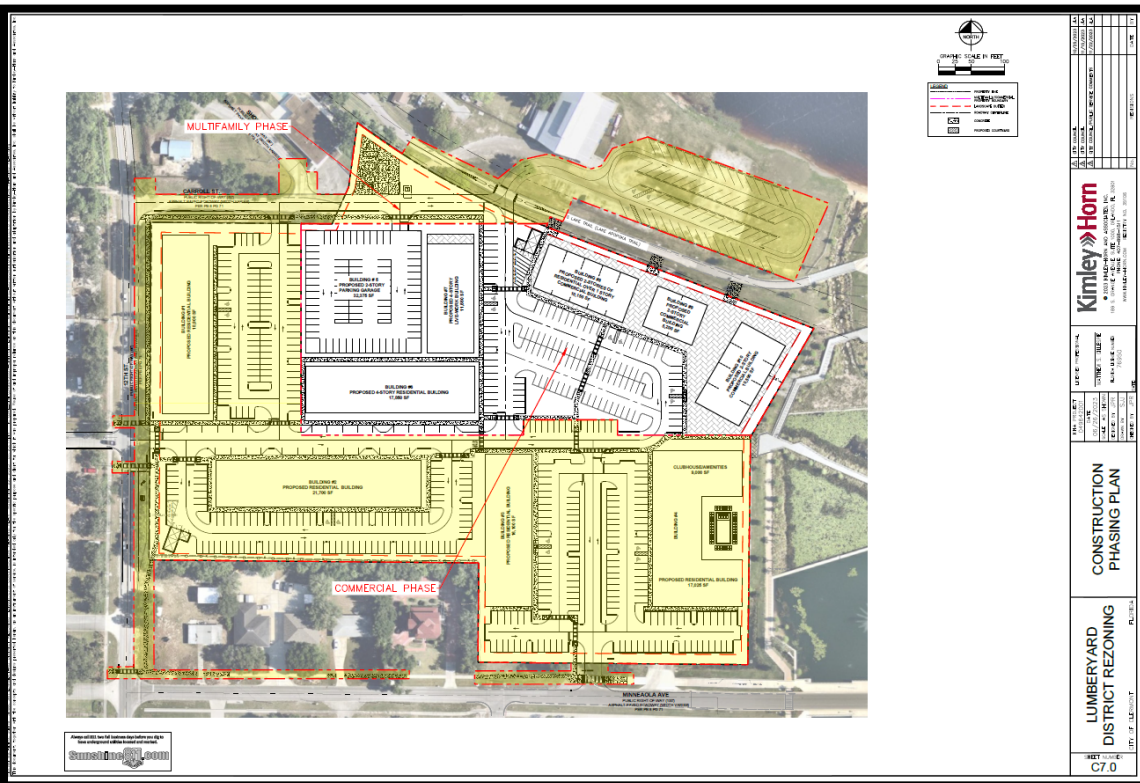
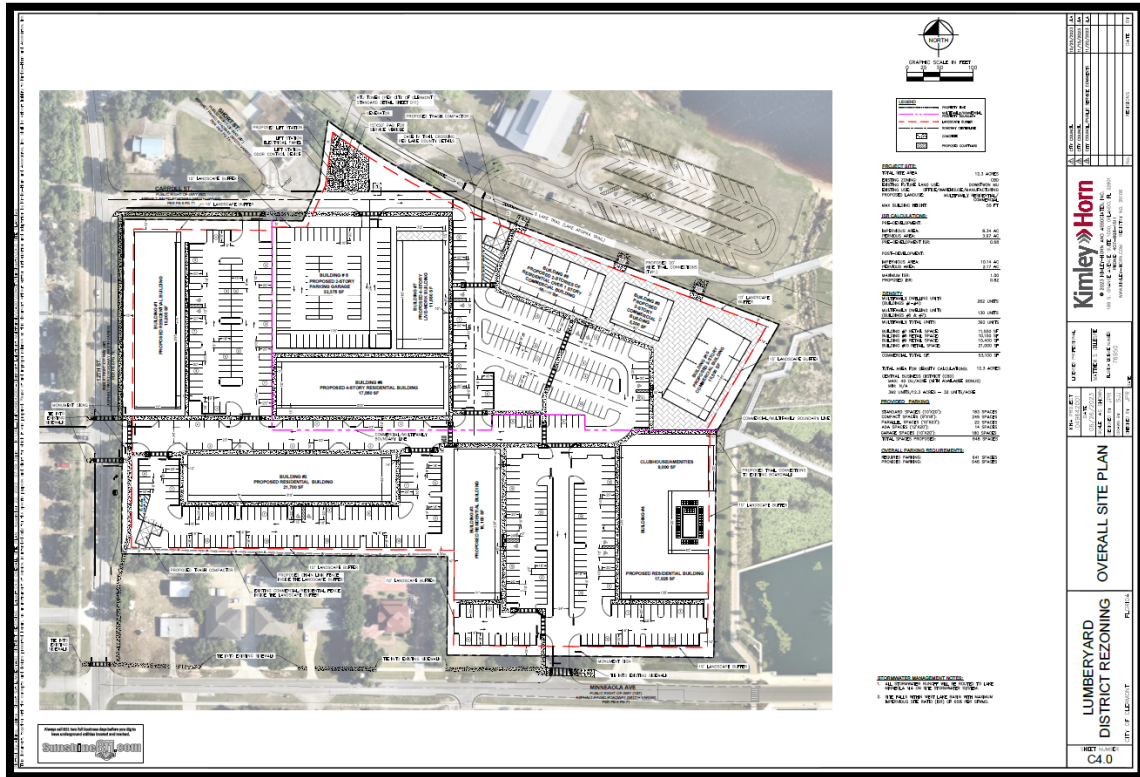
BEGIN AT THE INTERSECTION OF NORTH RIGHT OF WAY OF MINNEOLA AVENUE WITH THE EAST LINE OF GOVERNMENT LOT 8, LYING IN SECTION 23 TOWNSHIP 22 SOUTH, RANGE 25 EAST; THENCE RUN NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 232.49 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WEST LAKE DRIVE; THENCE CONTINUE NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 50.00 FEET TO THE WEST RIGHT OF WAY OF WEST LAKE DRIVE; THENCE CONTINUE NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 125.00 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 6 OF BLOCK 120, JOHNSON'S REPLAT; THENCE DEPARTING SAID NORTH RIGHT OF WAY RUN NORTH 0°25'20" EAST ALONG THE WEST LINES OF AFORESAID LOTS 4, 5, AND 6 OF BLOCK 120, JOHNSON'S REPLAT A DISTANCE OF 150.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°29'17" WEST ALONG THE SOUTH LINES OF AFORESAID LOTS 7, 8, 9, 10, 11, 12, 13, AND 16 OF BLOCK 120, JOHNSON'S REPLAT A DISTANCE OF 497.78 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16 AND A POINT ALONG THE EAST RIGHT OF WAY OF 12TH STREET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 0°22'36" EAST ALONG THE EAST RIGHT OF WAY A DISTANCE OF 499.90 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE WESTERLY, HAVING A RADIUS OF 1465.68 FEET, A CHORD BEARING OF NORTH 00°10'45" WEST, AND A CHORD DISTANCE OF 10.10 FEET; THENCE ALONG THE ARC OF SAID CURVE, RUN THROUGH A CENTRAL ANGLE OF 00°23'41" FOR A DISTANCE OF 10.10 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 10 OF BLOCK 119, JOHNSON'S REPLAT AND A POINT ALONG THE SOUTH RIGHT OF WAY OF CARROLL STREET; THENCE DEPARTING SAID EAST RIGHT OF WAY RUN SOUTH 89°29'17" EAST ALONG THE NORTH LINE OF SAID LOTS 7, 8, 9, AND 10 OF BLOCK 119, AND THE SOUTH LINE OF SAID CARROLL STREET, A DISTANCE OF 273.01 FEET TO THE NORTHEAST CORNER OF AFORESAID LOT 7 OF BLOCK 119, JOHNSON'S REPLAT; THENCE DEPARTING SAID SOUTH RIGHT OF WAY RUN NORTH 24°20'54" EAST A DISTANCE OF 61.17 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 13 OF BLOCK 115, JOHNSON'S REPLAT, ON THE NORTH RIGHT OF WAY OF SAID CARROLL STREET; THENCE DEPARTING SAID NORTH RIGHT OF WAY RUN NORTH 7°41'47" EAST A DISTANCE OF 98.18 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 13 OF BLOCK 115, JOHNSON'S REPLAT, BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1176.28 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE ALSO BEING THE NORTH LINE OF AFORESAID LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 OF BLOCK 115, JOHNSON'S REPLAT ALONG A CHORD BEARING OF SOUTH 61°10'59" EAST FOR AN ARC LENGTH OF 328.69 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND THE 100 FEET SOUTHEASTERLY EXTENSION OF RUN SOUTH 69°11'18"

EAST A DISTANCE OF 430.34 FEET; THENCE DEPARTING SAID NORTH LINE AND SOUTHEASTERLY EXTENSION RUN SOUTH 30°13'43" WEST A DISTANCE OF 190.34 FEET TO A POINT ALONG THE AFORESAID EAST LINE OF GOVERNMENT LOT 8; THENCE RUN SOUTH 0°40'24" WEST ALONG SAID EAST LINE A DISTANCE OF 343.41 FEET TO THE AFORESAID POINT OF BEGINNING.

THE LANDS DESCRIBED HEREON CONTAIN 12.309 ACRES (536,167 SQUARE FEET) MORE OR LESS.

CITY OF CLERMONT
ORDINANCE NO. 2023-026

ATTACHMENT B – SITE PLAN/PHASING PLAN



ATTACHMENT C – MULTIFAMILY BUILDINGS 1-4 SAMPLE ELEVATION



Exhibit - Location Map –Lumberyard PUD

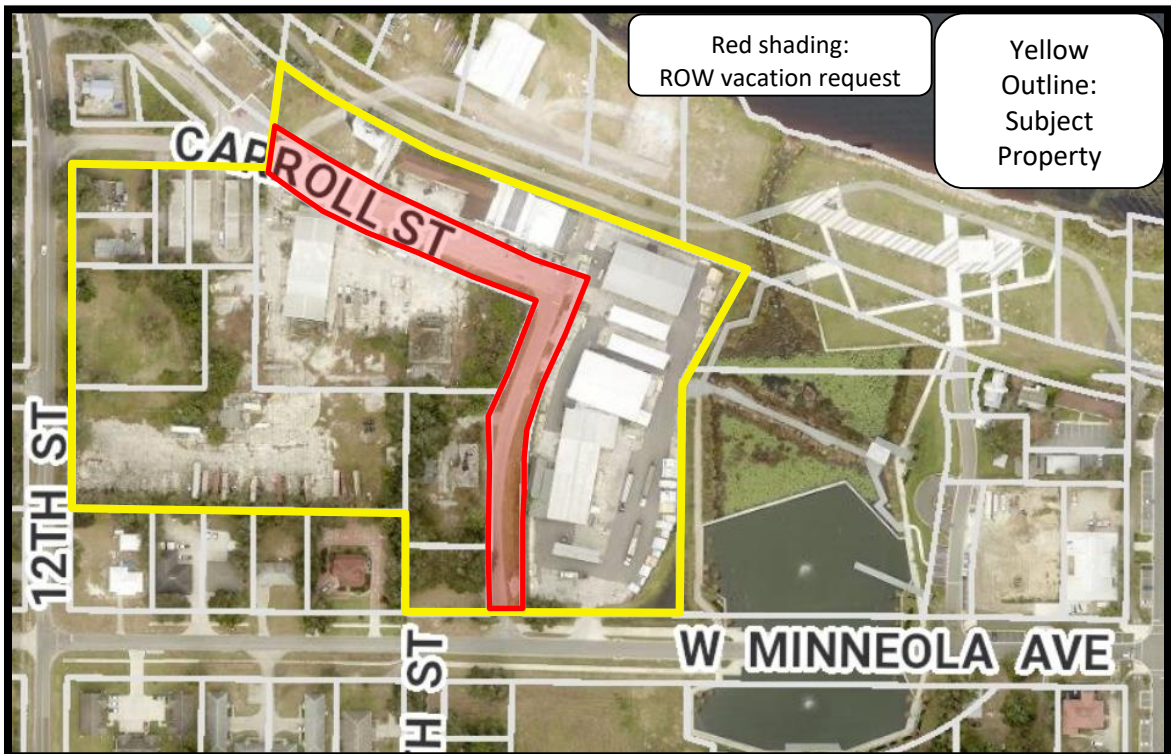
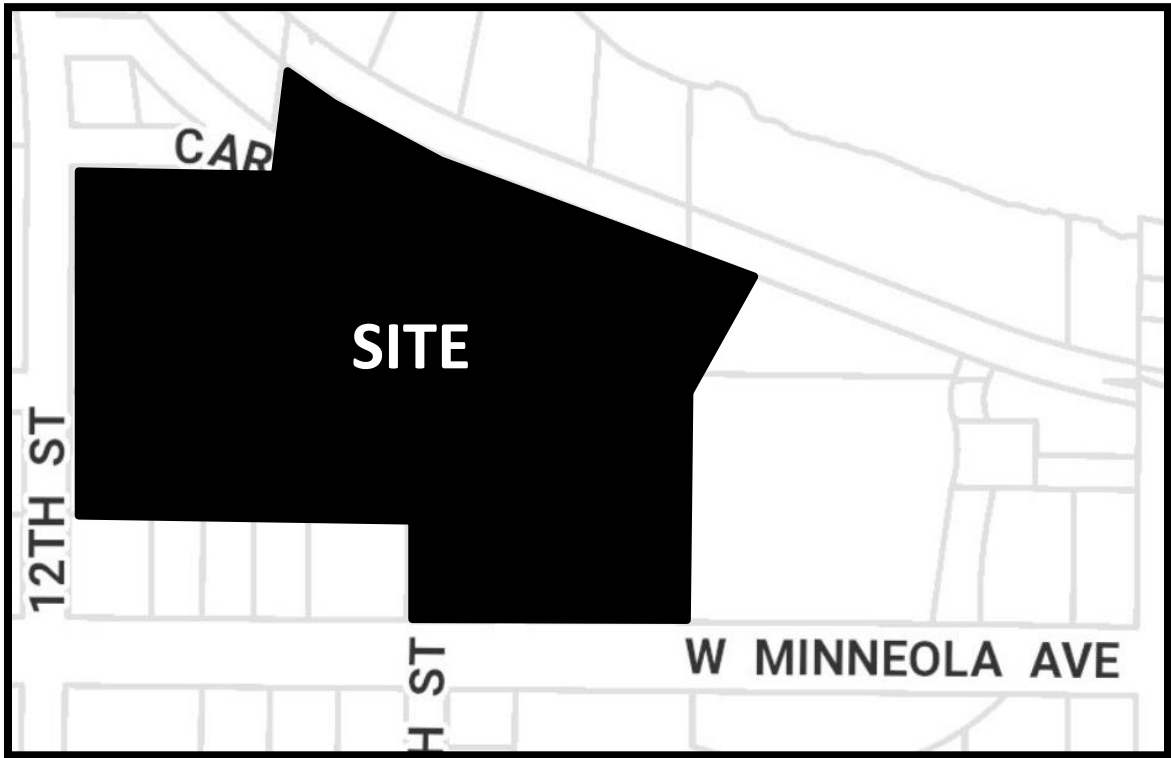
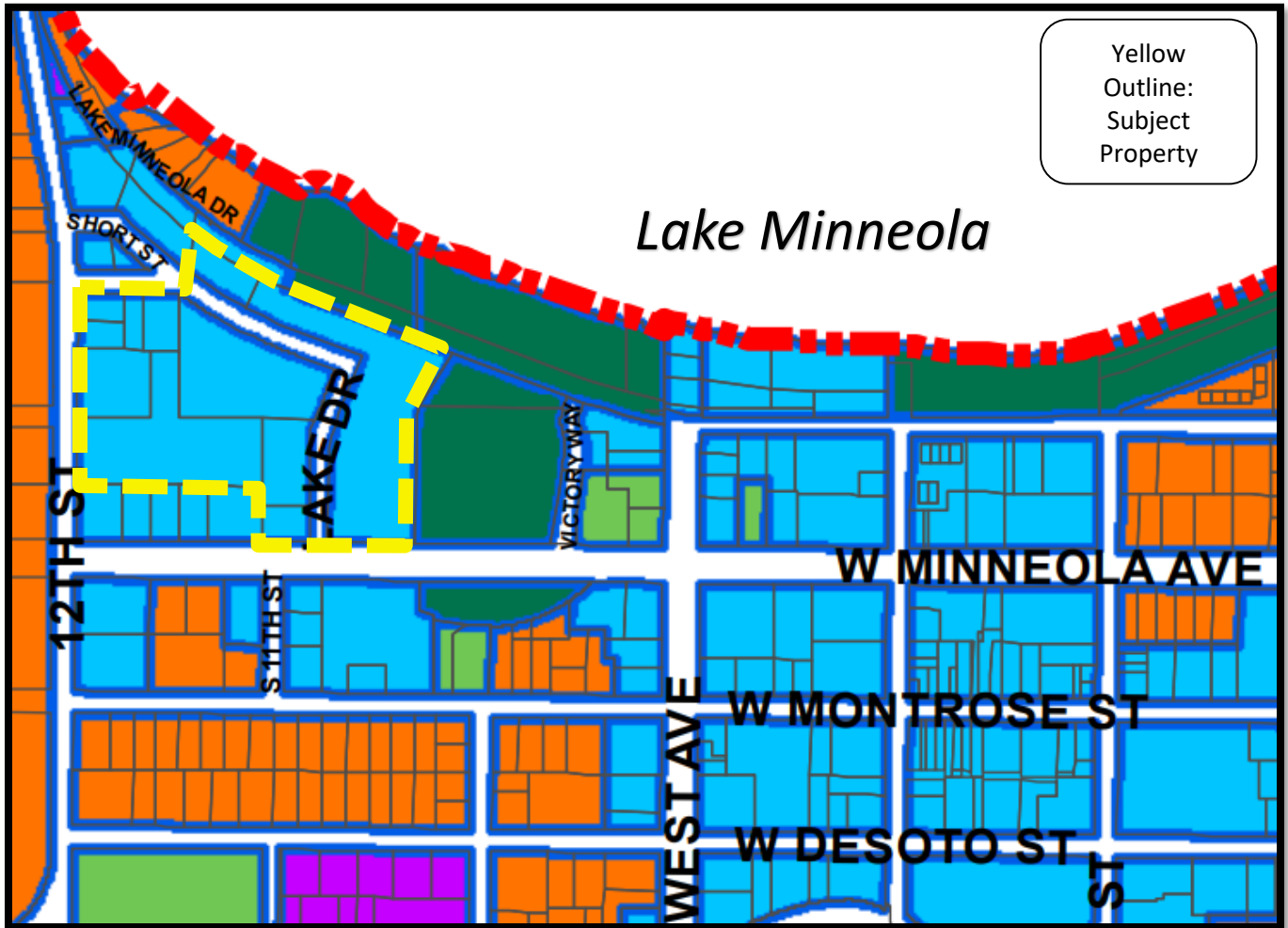


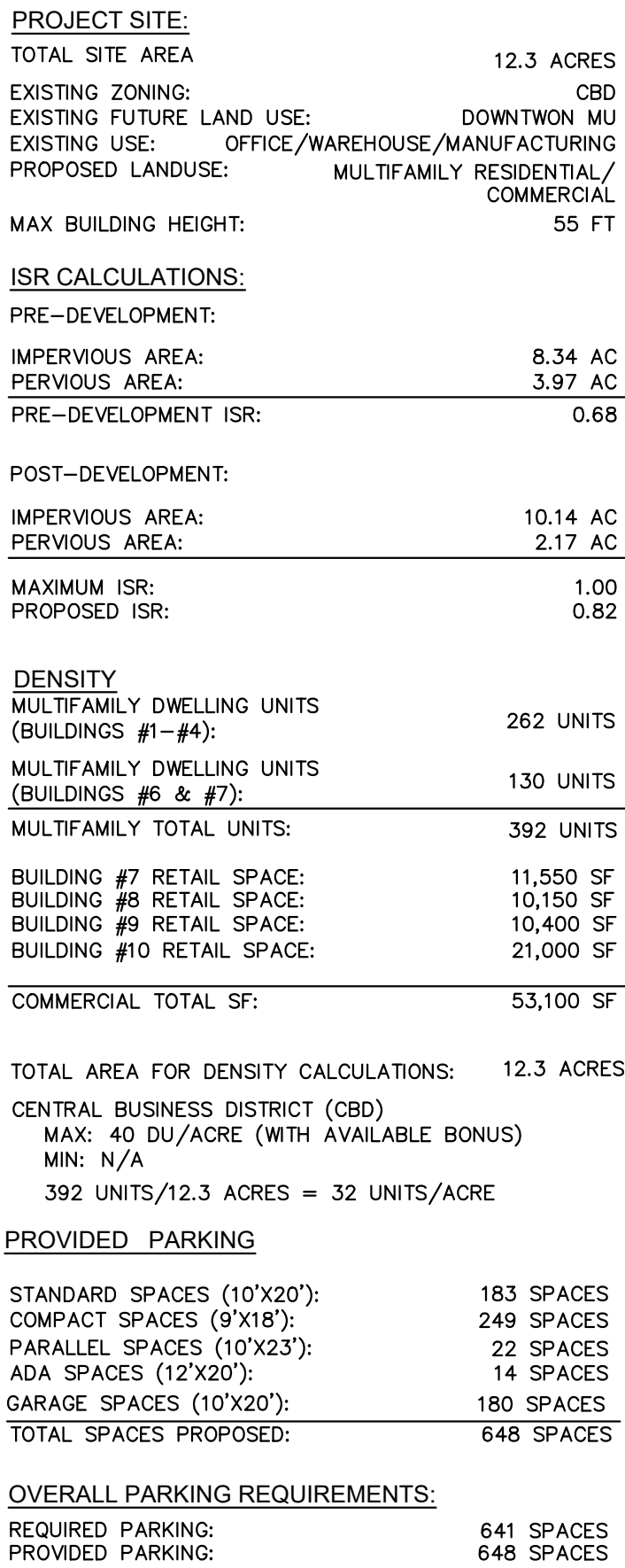
Exhibit - Zoning Map –Lumberyard PUD

Yellow
Outline:
Subject
Property



Zoning Designations

	CBD CENTRAL BUSINESS DISTRICT
	WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT
	CD COMMERCE DISTRICT
	CDD COMMUNITY DEVELOPMENT DISTRICT
	C-1 LIGHT COMMERCIAL DISTRICT
	C-2 GENERAL COMMERCIAL DISTRICT
	R-1-A SINGLE FAMILY LOW DENSITY RESIDENTIAL DISTRICT
	R-1 SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL DISTRICT
	R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT
	R-3-A RESIDENTIAL/PROFESSIONAL DISTRICT
	R-3 RESIDENTIAL/PROFESSIONAL DISTRICT
	M-1 INDUSTRIAL DISTRICT
	O-1 OFFICE DISTRICT
	PR PARKS AND RECREATION DISTRICT
	PUD PLANNED UNIT DEVELOPMENT
	UE URBAN ESTATE LOW DENSITY RESIDENTIAL DISTRICT
	UT URBAN TRANSITION DISTRICT
	AREAS NOT WITHIN THE CITY LIMITS



SHEET NUMBER	C4.0	LUMBERYARD DISTRICT REZONING	CITY OF CLERMONT	FLORIDA
KHA PROJECT 049642001	DATE 06/26/2023	OVERALL SITE PLAN		
SCALE AS SHOWN DESIGNED BY JPR				
DRAWN BY SJU				
CHECKED BY JPR		DATE:		
LICENSED PROFESSIONAL MATTHEW S. GILLESPIE FLORIDA LICENSE NUMBER 76950		 © 2023 KIMLEY-HORN AND ASSOCIATES, INC. 189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801 PHONE: 407-898-1511 WWW.KIMLEY-HORN.COM REGISTRY NO. 35106		
		CITY COUNCIL		
		CITY COUNCIL		
		CITY COUNCIL/PUBLIC SERVICE COMMENTS		
		No.	REVISIONS	DATE
				BY



*THE LANDSCAPE BUFFER WHEN ADJACENT TO PUBLIC RIGHT OF WAY IS MINIMUM 15 FT WITH BRICK, STONE, OR MASONRY WALL W/ TREES OR SHRUBS OR 25' WITH EARTHEN BERM, TREES, AND CONTINUOUS HEDGE.

DENSITY COMMERCIAL:	
MULTIFAMILY DWELLING UNITS (BUILDINGS #6 & #7):	130 UNITS
TOTAL MULTIFAMILY UNITS:	130 UNITS
BUILDING #7 RETAIL SPACE:	11,550 SF
BUILDING #8 RETAIL SPACE:	10,150 SF
BUILDING #9 RETAIL SPACE:	10,400 SF
BUILDING #10 RETAIL SPACE:	21,000 SF
TOTAL COMMERCIAL SF:	53,100 SF
TOTAL AREA FOR DENSITY CALCULATIONS:	5.16 ACRES
CENTRAL BUSINESS DISTRICT (CBD)	
MAX: 40 DU/ACRE (WITH AVAILABLE BONUS)	
MIN: N/A	
130 UNITS/5.16 ACRES = 26 UNITS/ACRE	

<u>LANDSCAPING/BUFFERS COMMERCIAL:</u>		
	<u>MIN</u>	<u>PROPOSED</u>
NORTH (FRONT):	10 FT	10 FT
EAST (SIDE):	10 FT	15 FT
WEST (SIDE):	10 FT	10 FT
SOUTH (BACK):	20 FT	20 FT

LICENSED PROFESSIONAL
MATTHEW S. GILLESPIE
FLORIDA LICENSE NUMBER
76950

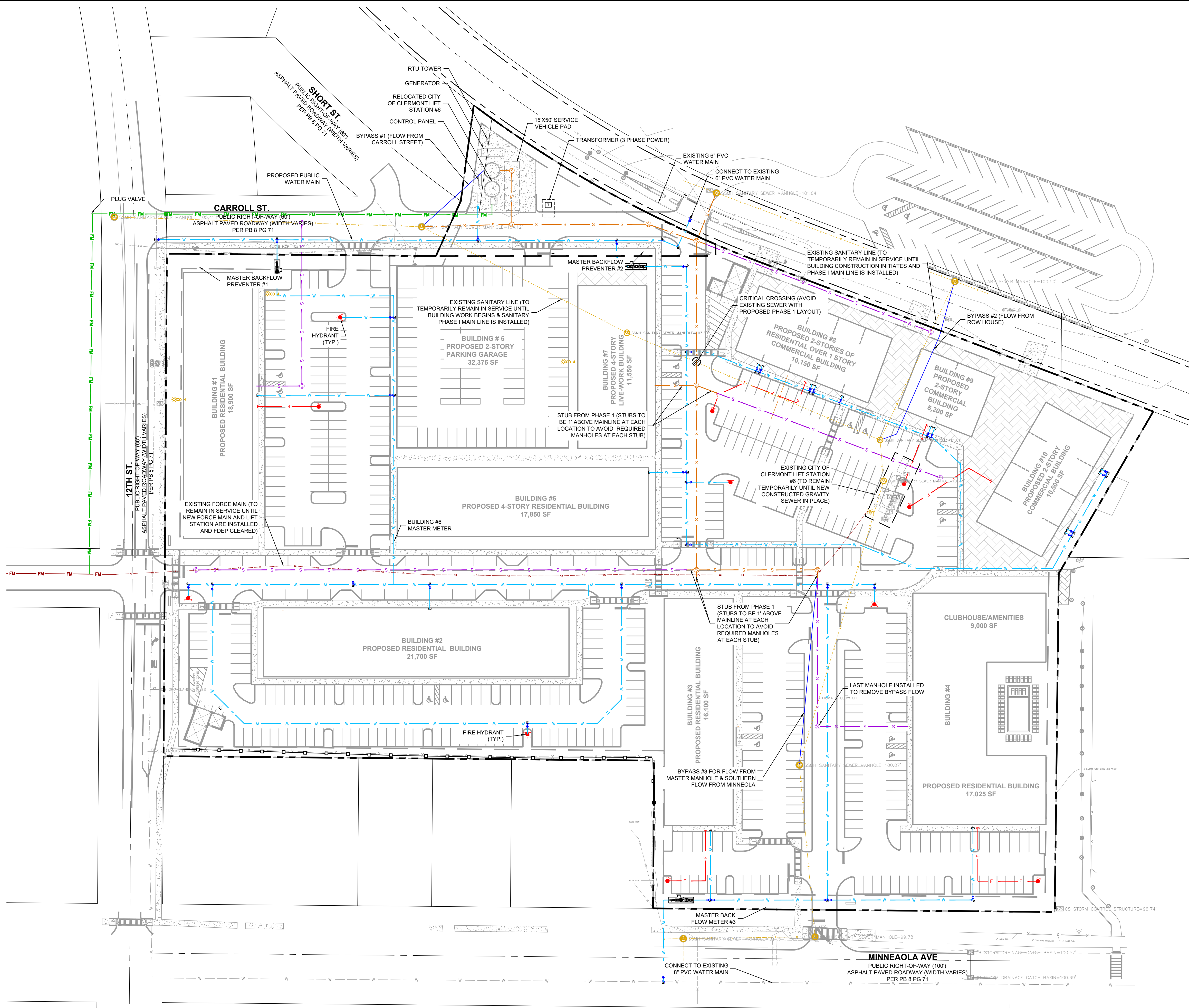
DIVIDED PROPERTY SITE PLAN

LUMBERYARD DISTRICT REZONING

SHEET NUMBER
C4.1

Always call 811 two full business days before you dig to have underground utilities located and marked.





LEGEND

S

PHASE 1 MASTER GRAVITY SANITARY

S

PHASE 2 MASTER GRAVITY SANITARY SYSTEM AFTER MASTER GRAVITY SYSTEM IS IN PLACE

S

BYPASS LINES FROM EXISTING SANITARY SYSTEM

FM

PROPOSED FORCE MAIN FROM NEW LIFT STATION

S

EXISTING SANITARY MANHOLE

S

PROPOSED PHASE 1 SANITARY MANHOLE

S

PROPOSED PHASE 2 SANITARY MANHOLE

S

EXISTING GRAVITY SANITARY SEWER

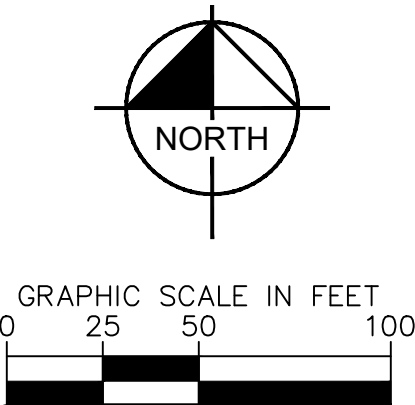
S

EXISTING FORCE MAIN

S

PHASE 1 MASTER GRAVITY SANITARY

- UTILITY NOTES:**
- SANITARY SEWER TO BE INSTALLED IN TWO PHASES
 - STUBS TO BE INSTALLED 1' ABOVE MAINLINE SANITARY SEWER IN LIEU OF CITY OF CLERMONT REQUIRED MANHOLES AT EACH STUB LOCATION.
 - EXISTING FORCE MAIN AND SANITARY SEWER TO REMAIN IN SERVICE UNTIL NEW FORCE MAIN, PHASE 1 SANITARY SEWER, AND LIFT STATION ARE INSTALLED AND FDEP CLEARED.
 - CONTRACTOR TO CONSTRUCT TEMPORARY DRIVABLE SURFACES/ROADWAY DURING INTERMEDIATE DEMOLITION PHASES TO ACCESS ALL SANITARY MANHOLES.



LUMBERYARD DISTRICT REZONING

FLORIDA

CITY OF CLERMONT

OVERALL UTILITY PLAN

KHA PROJECT 049642001

DATE 06/26/2023

SCALE AS SHOWN

DESIGNED BY JPR

DRAWN BY SJ

CHECKED BY JPR

LICENSED PROFESSIONAL

MATTHEW S. GILLESPIE

FLORIDA LICENSE NUMBER 76950

DATE:

CITY COUNCIL

CITY COUNCIL/PUBLIC SERVICE COMMENTS

10/25/2023 JLA

11/22/2023 JLA

REVISIONS

No.

DATE

BY

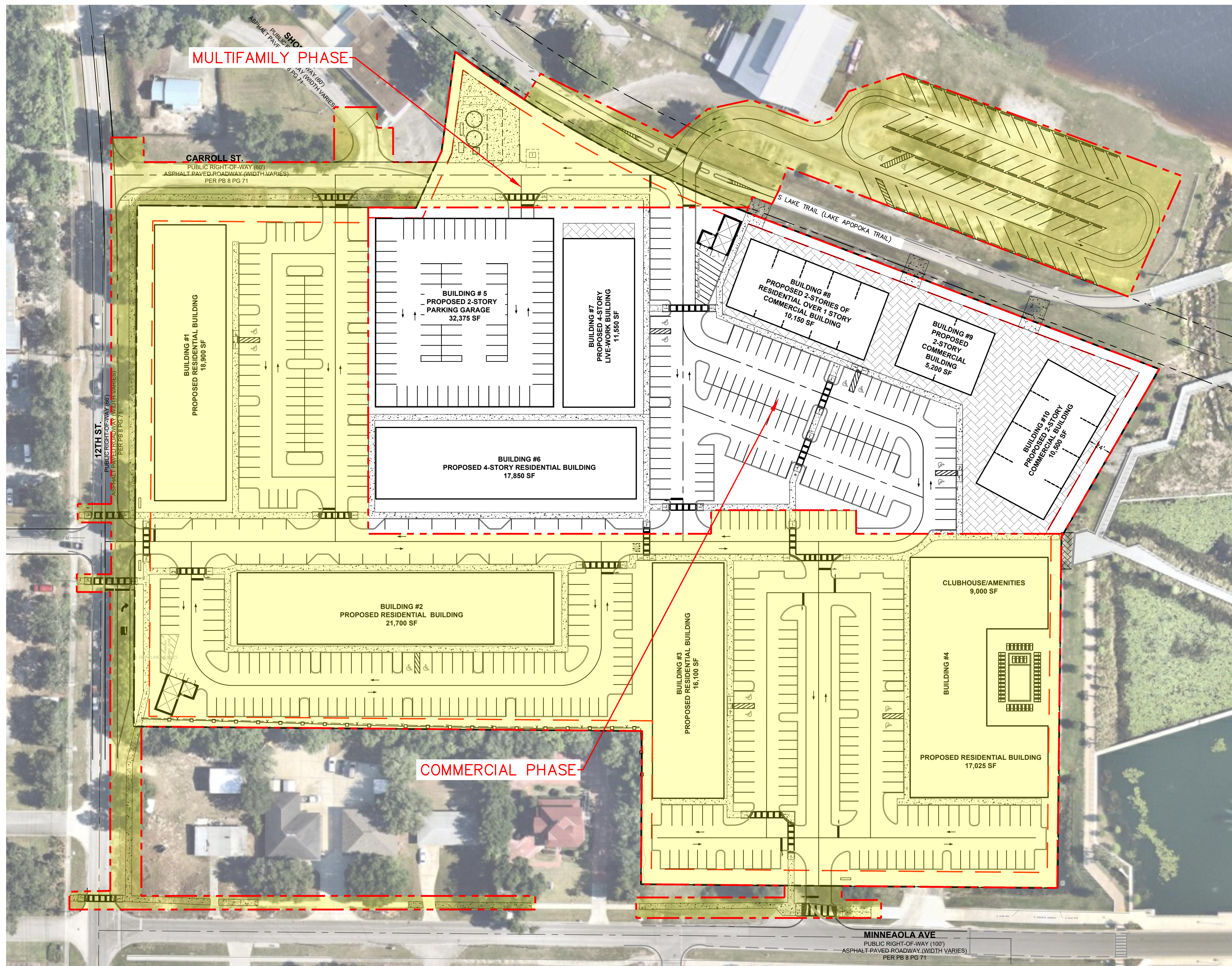


© 2023 KIMLEY-HORN AND ASSOCIATES, INC.
189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

SHEET NUMBER

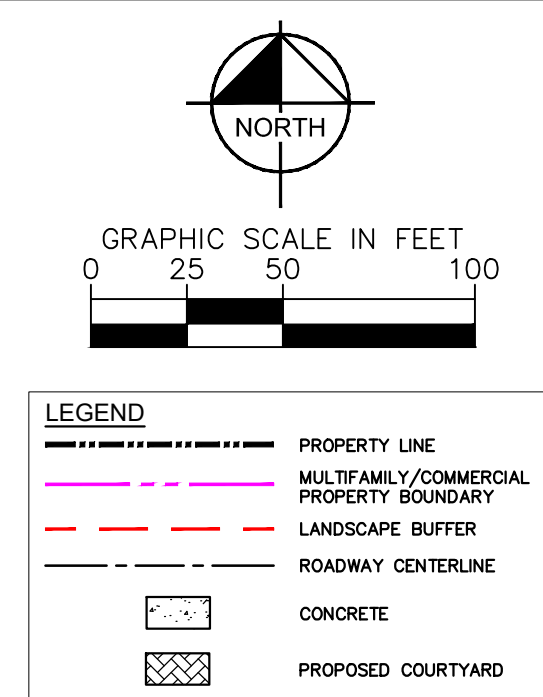
C6.0

Page 495

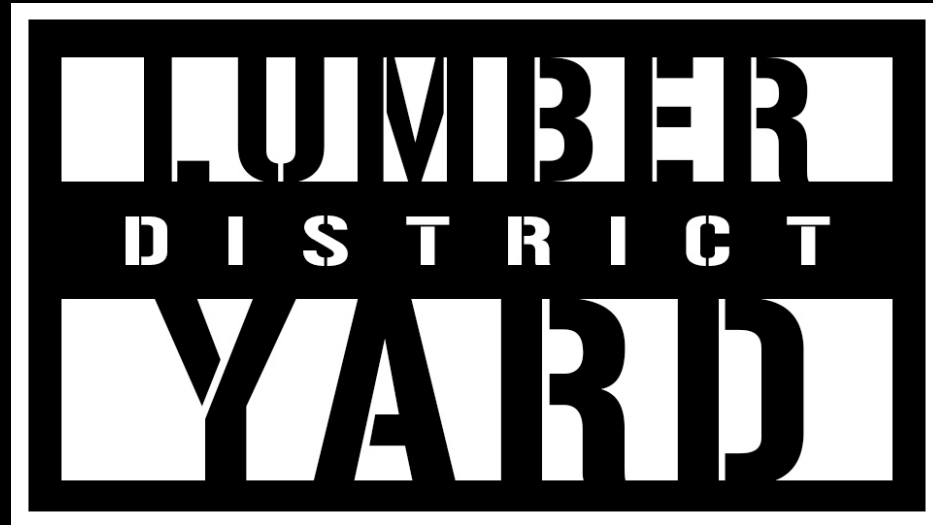


Always call 811 two full business days before you dig to have underground utilities located and marked.

Sunshine811.com



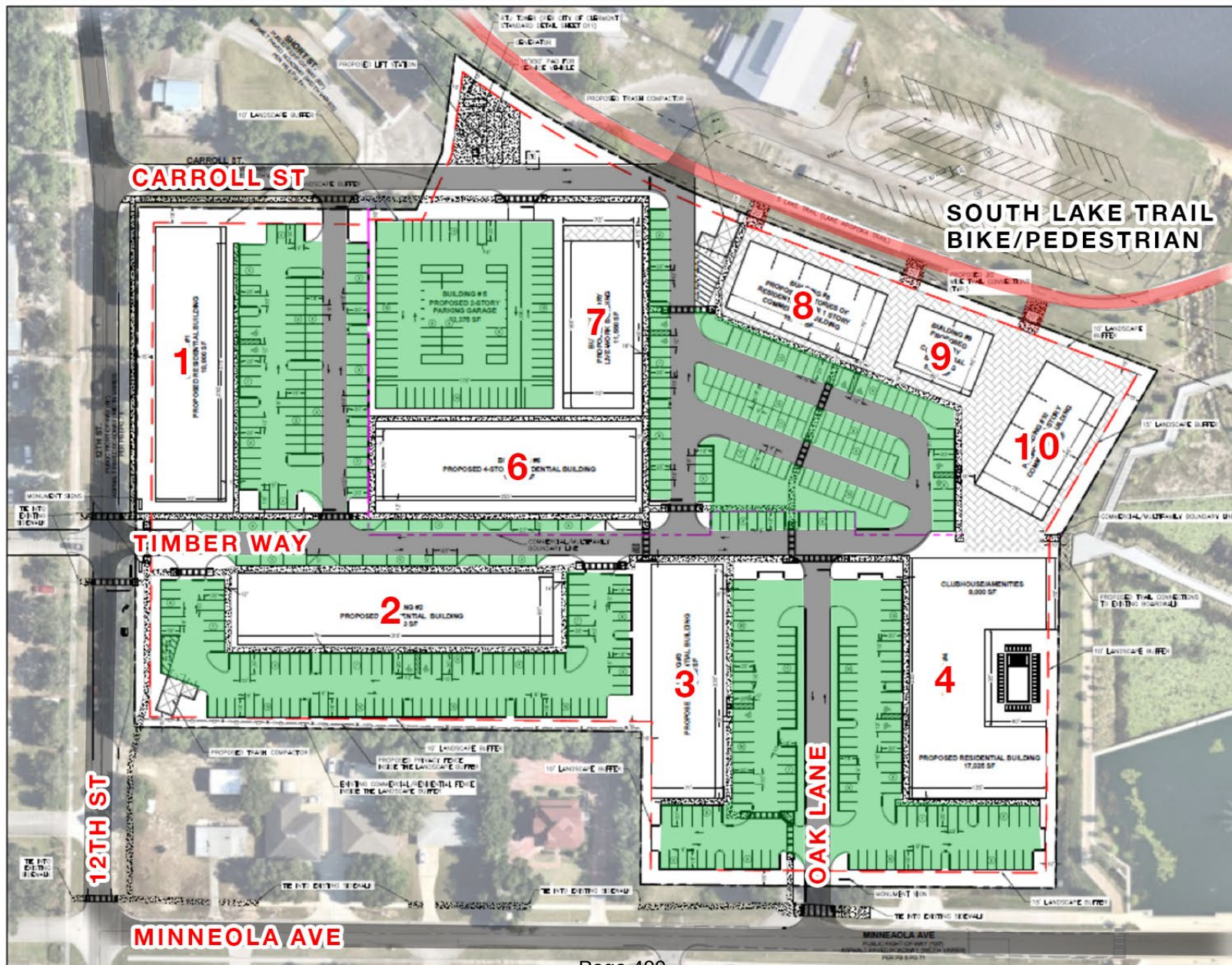
SHEET NUMBER C7.0	LUMBERYARD DISTRICT REZONING	CITY OF CLERMONT	FLORIDA	CONSTRUCTION PHASING PLAN	KHA PROJECT 049642001	LICENSED PROFESSIONAL	 © 2023 KIMLEY-HORN AND ASSOCIATES, INC. 189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801 PHONE: 407-898-1511 WWW.KIMLEY-HORN.COM REGISTRY NO. 35106	▲ ▲ ▲	▲ ▲ ▲	▲ ▲ ▲	▲ ▲ ▲
					DATE 06/26/2023 SCALE AS SHOWN DESIGNED BY JPR DRAWN BY SUJ CHECKED BY JPR DATE:	MATTHEW S. GILLESPIE FLORIDA LICENSE NUMBER 76950		CITY COUNCIL CITY COUNCIL CITY COUNCIL/PUBLIC SERVICE COMMENTS	10/25/2023 11/15/2023 11/22/2023	▲ ▲ ▲	REVISIONS DATE BY



A LIVE WORK PLAY COMMUNITY

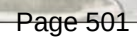


PROPOSED 9-BUILDING SITE PLAN



PROPOSED 9-BUILDING AERIAL RENDERING







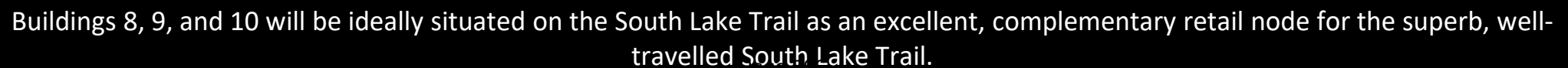
RECENT MULTIFAMILY PROJECTS



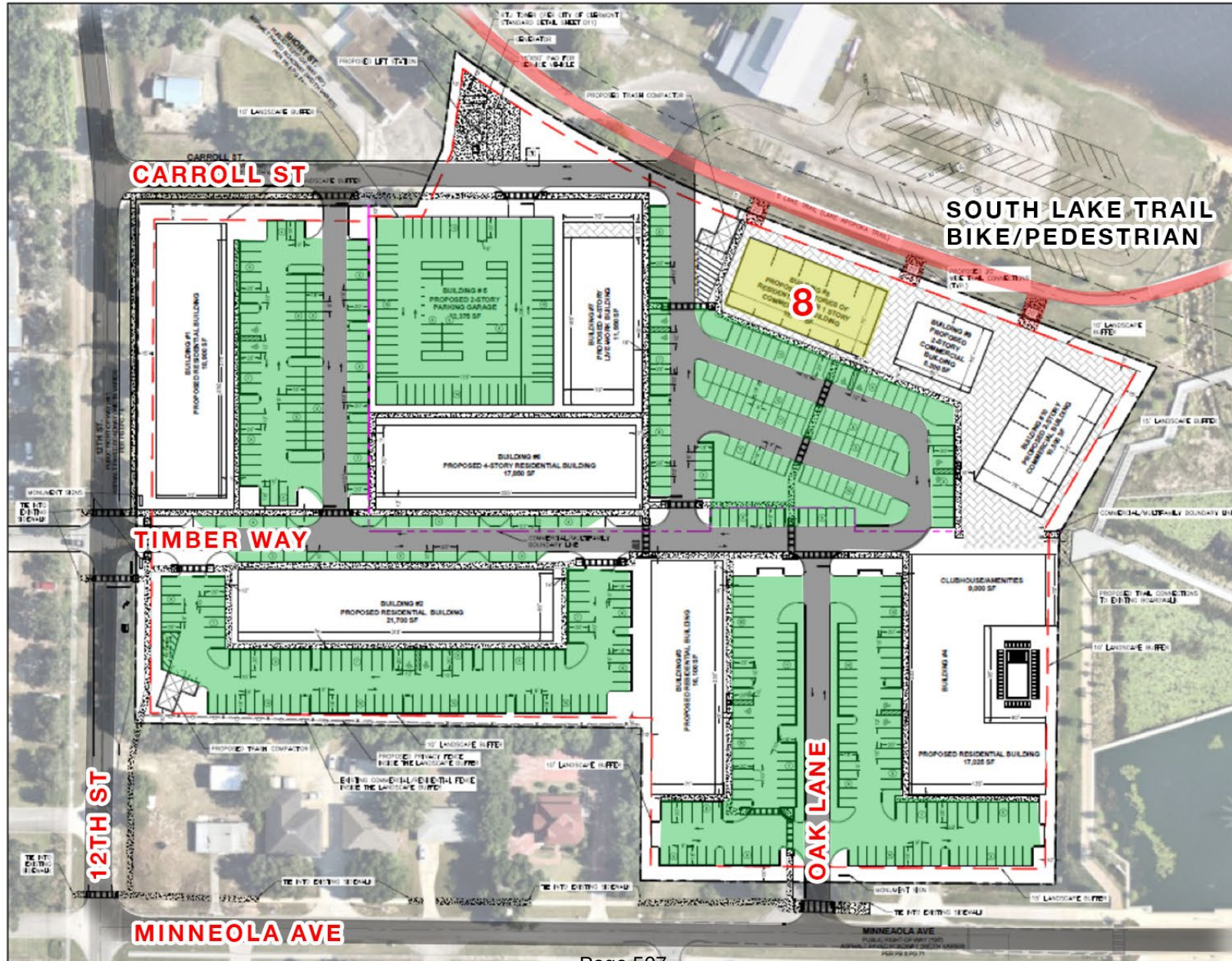
BUILDINGS 6-7 NEAR ROW HOUSE



The Blue Ox Live Work building will have residents, dedicated office areas and conference rooms that will be open to residents and non residents.



BUILDING 8 ON S LAKE TRAIL

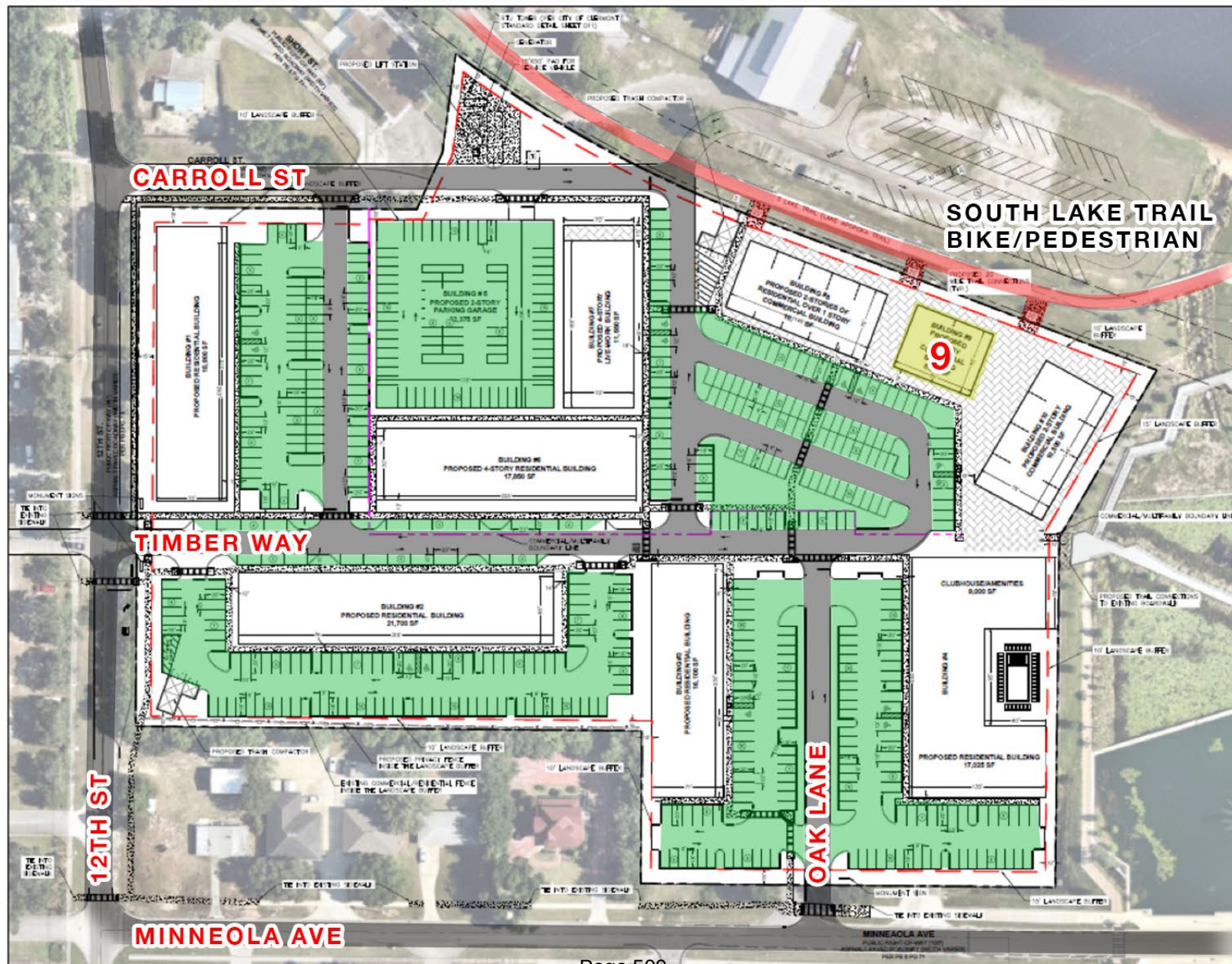


TIMBER HALL ON S LAKE TRAIL



Timber Hall is a 3-story mixed-use building with ground-level retail and residences above.

BUILDING 9 ON S LAKE TRAIL

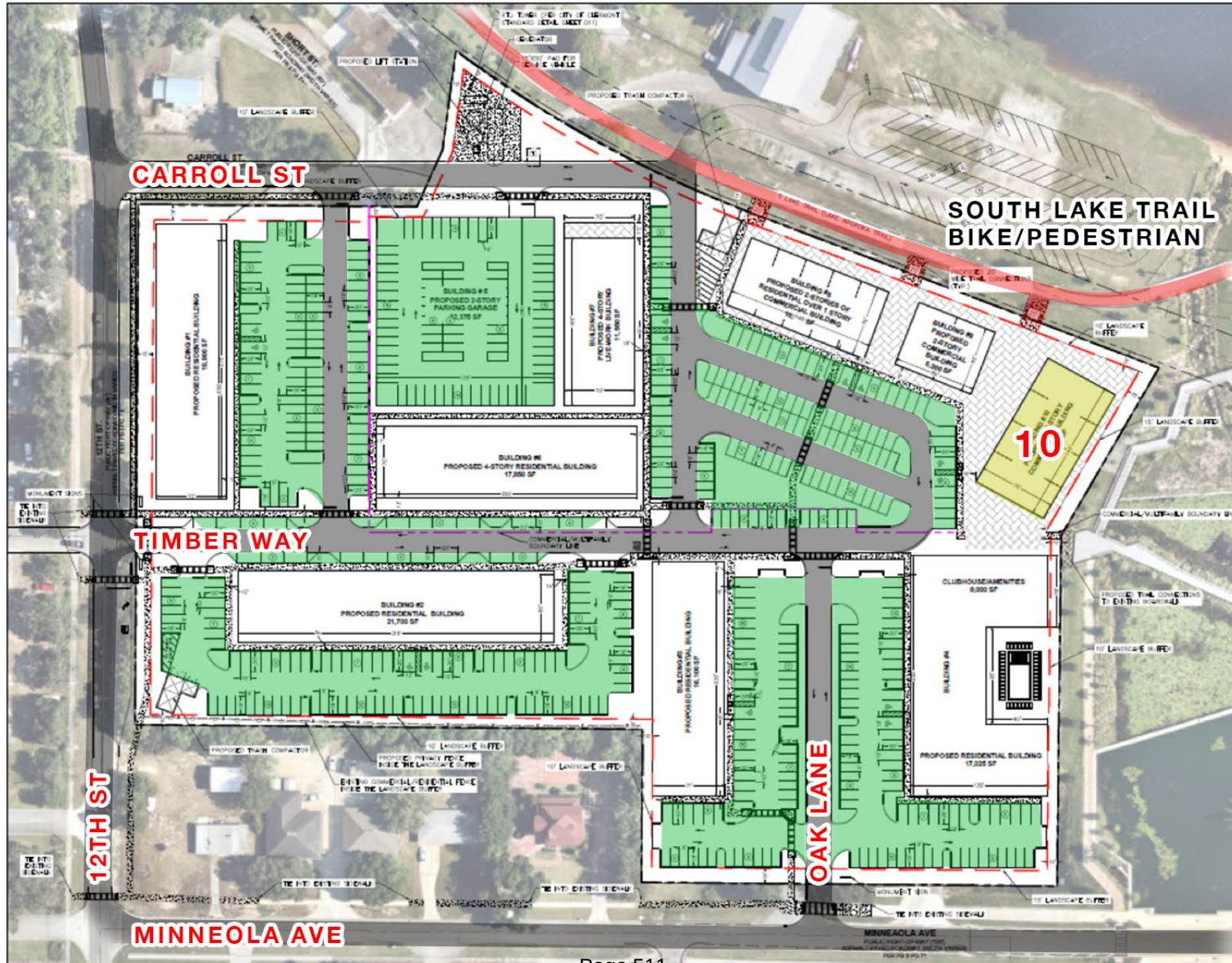


BUILDING 9 ON S LAKE TRAIL



The WolfePack Restaurant is a 2-story food and beverage building with 2nd level viewing.

BUILDING 10 ON S LAKE TRAIL



BUILDING 10 ON S LAKE TRAIL



Sawmill Entertainment Center will be a 2-story, open-air destination featuring games, music, food and beverages supporting downtown commercial users.

REVITALIZE & INSPIRE



FAMILY ENTERTAINMENT



ENTERTAINMENT RETAIL



COAST TO COAST TRAIL
DESTINATION



LAKESIDE DINING & SHOPPING



LOCAL BREWERY



REVITALIZE & INSPIRE



COMMUNITY CONNECTION



LIVE & PLAY



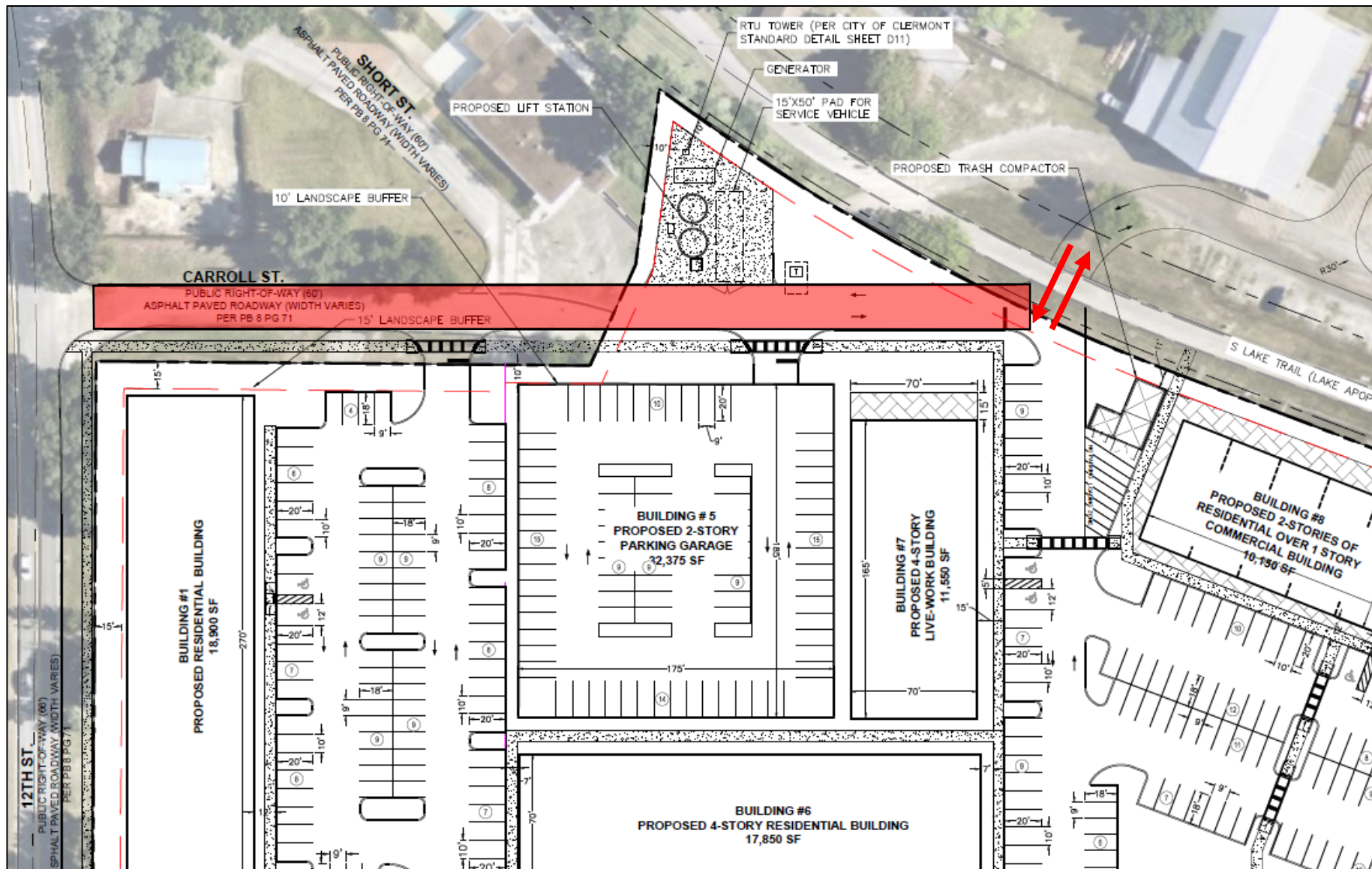
A PLACE TO GATHER



FAMILY ENTERTAINMENT

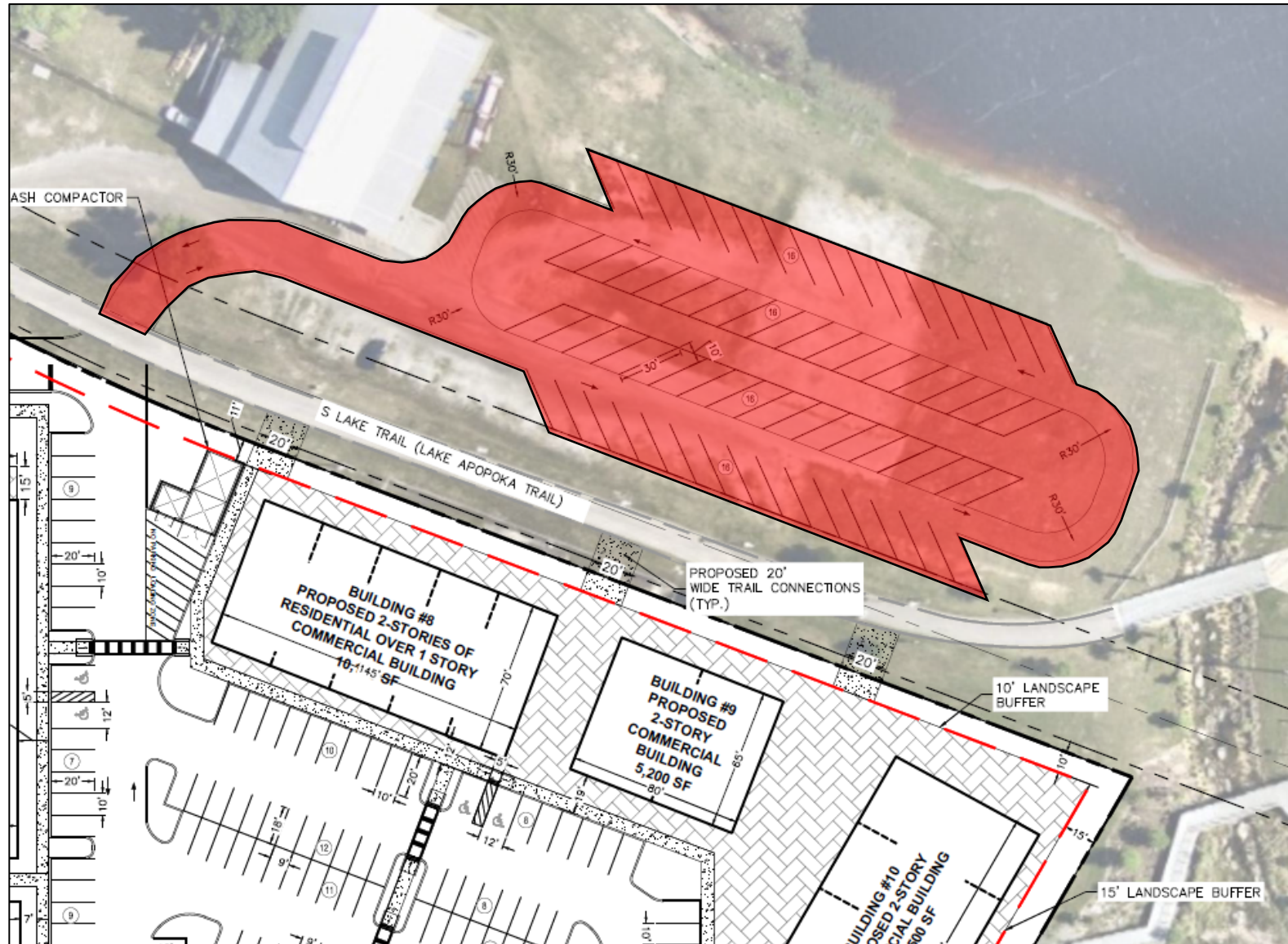


COMMUNITY BENEFIT: ROW HOUSE ACCESS



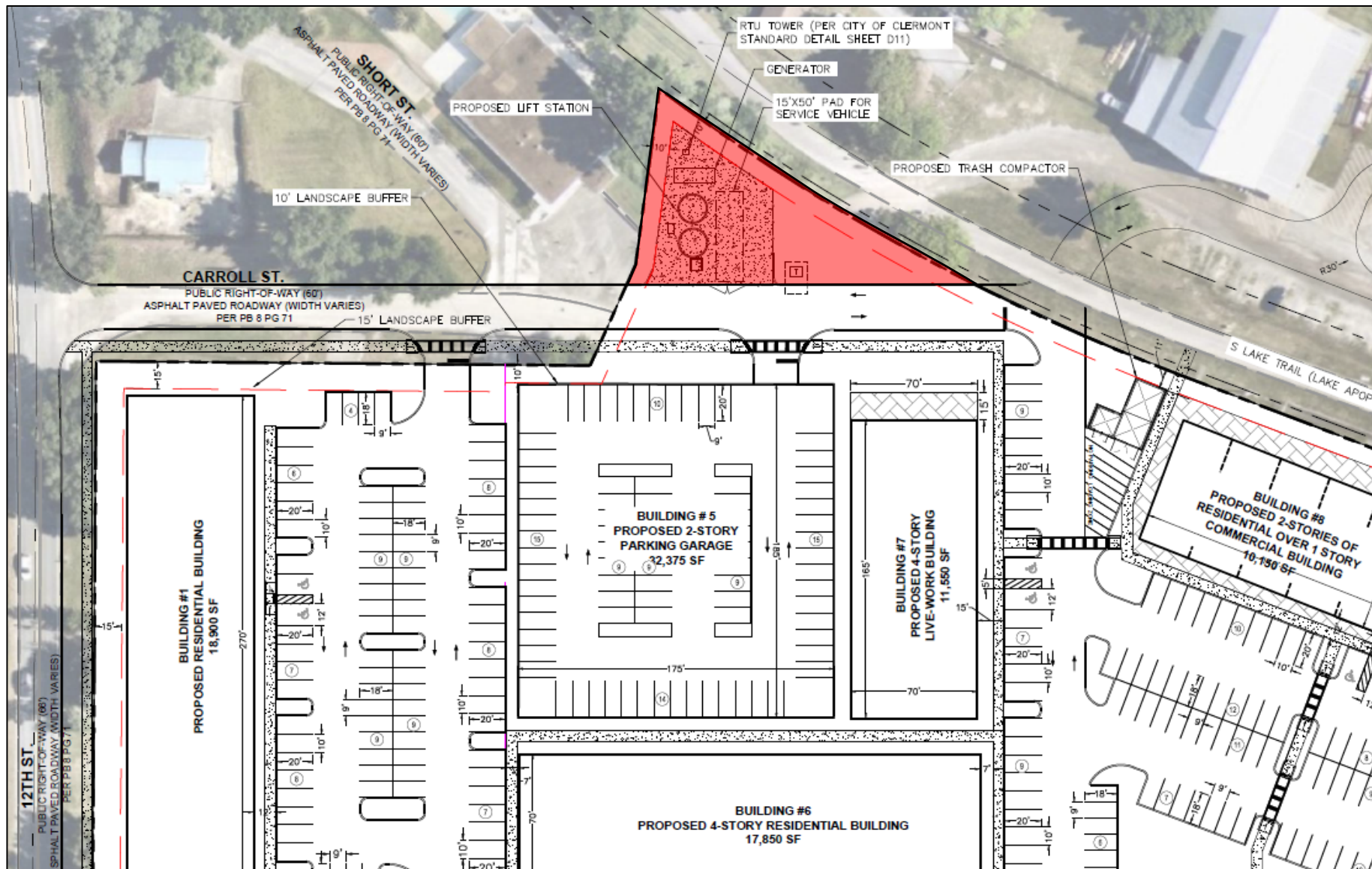
Granting a permanent easement on Carroll Street for access to the Row House.

COMMUNITY BENEFIT: ROW HOUSE PARKING



Providing 32,500 SF of new pavement in work area for (64) 10' x 30' parking spaces.

COMMUNITY BENEFIT: LIFT STATION ACREAGE

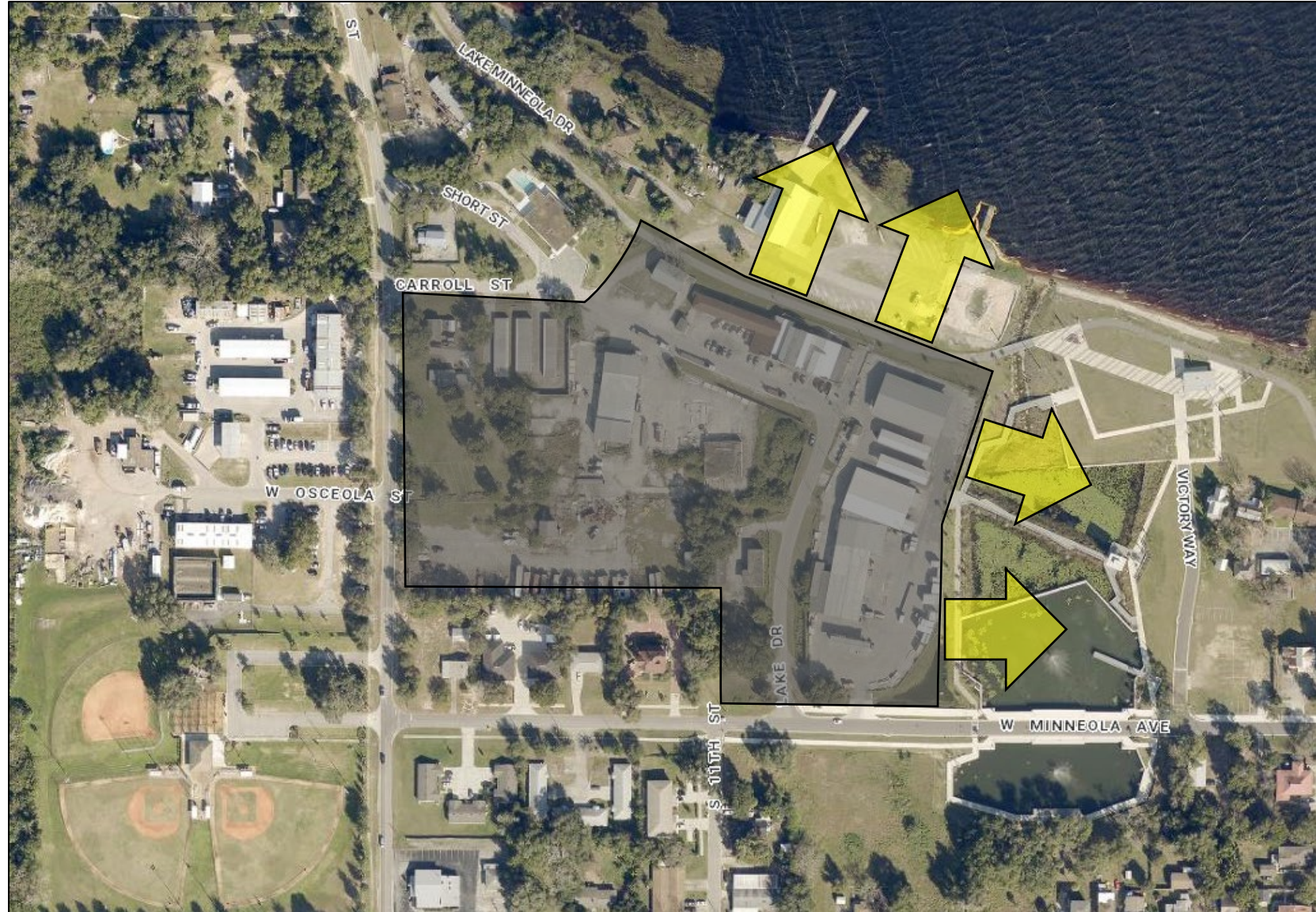


Providing substantial portion of site for 2,100 SF lift station. Total lift station area is 19,000 SF of property.

COMMUNITY BENEFIT: ENVIRONMENTAL

Currently, 68% of the project area is impervious without any formal stormwater management system.

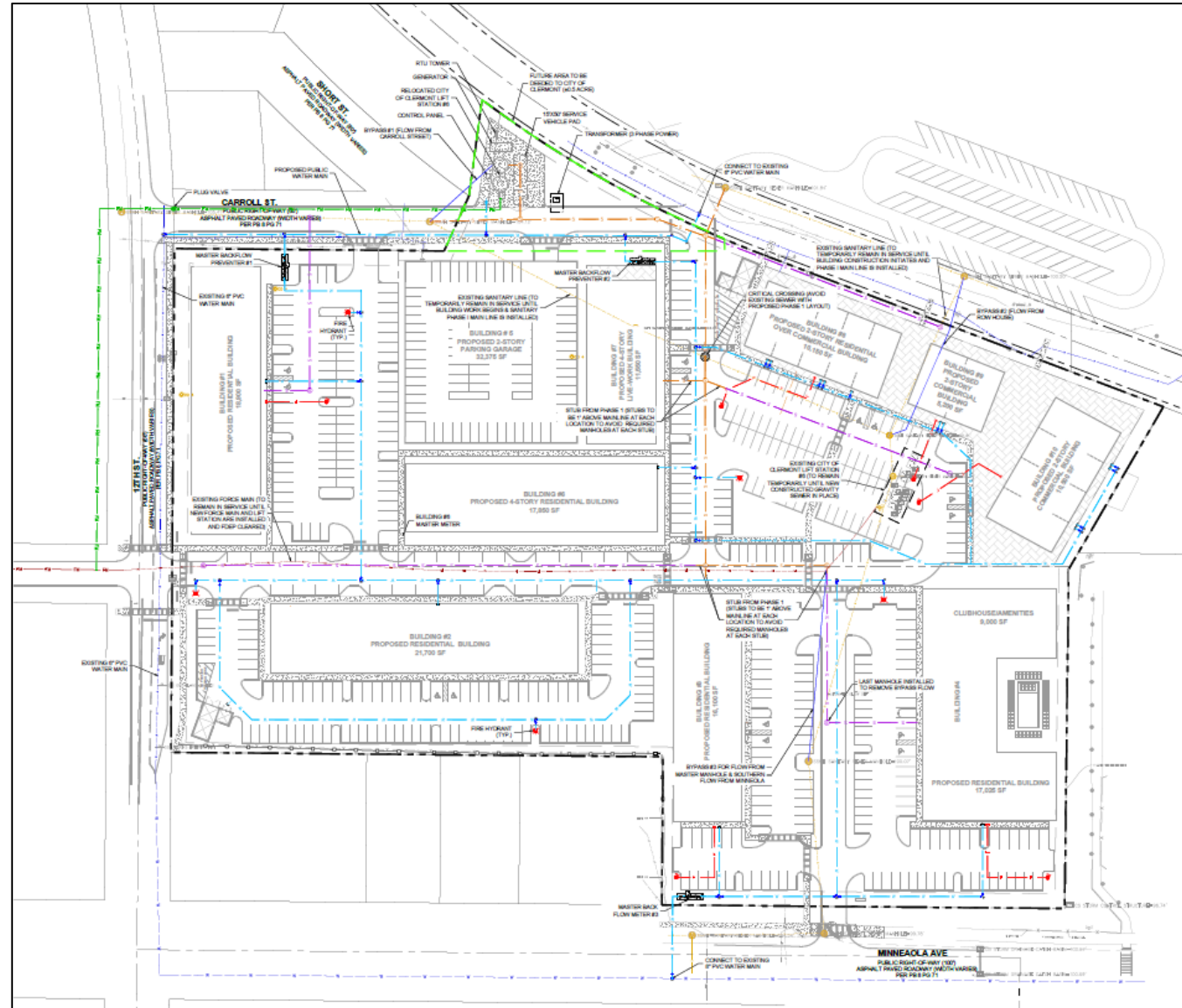
The project will implement updated stormwater management and water run-off systems which will complement the adjacent Victory Point park and ensure that Lake Minneola is not polluted.



COMMUNITY BENEFIT: UTILITY INFRASTRUCTURE

The project will upgrade the water and sewer main and construct a new lift station (#6).

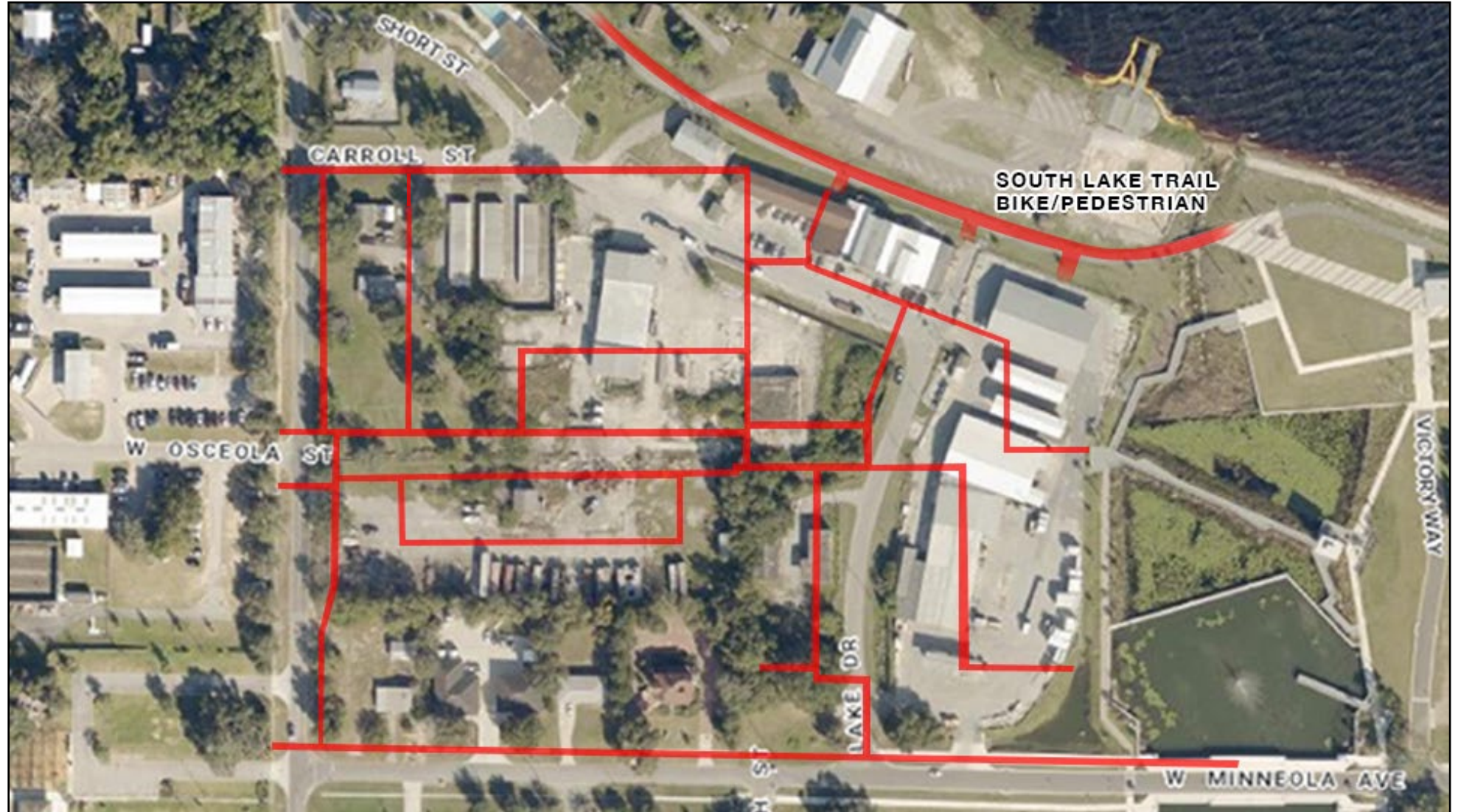
This will benefit the surrounding service area and will increase water pressure for others.



COMMUNITY BENEFIT: WALKABILITY

Project will prioritize cohesive walkability internally.

Additionally, project will expand off-site sidewalks and add 3 crosswalks to maintain walkability between West Park and South Lake Trail.



COMMUNITY BENEFIT: CARROLL ST & LAKE DR

Two existing public roads, Carroll St and Lake Dr, are in poor condition and must be reconstructed.

Project will pay for the new infrastructure thus saving Clermont from this financial burden.



COMMUNITY BENEFIT: IMPACT FEES & TAXES

The project will raise ~\$2.97 million in impact fees to compensate for Clermont Water, Wastewater, Parks & Rec, and Police & Fire services.

The project will generate an additional estimated \$466,224 annually in property taxes to support schools and government functions.

Component	Impact Fee Category	
Residential	Water & Wastewater	\$ 1,667,960
Residential	Parks & Rec	\$ 524,496
Residential	Police & Fire	\$ 395,920
Commercial	Water & Wastewater (6" Meters)	\$ 264,040
Commercial	Police	\$ 39,029
Commercial	Fire	\$ 79,597
Total Impact Fee - Clermont Only:		\$ 2,971,041

	Existing Property Taxes	Estimated Future Property Taxes
Total Assessed Value	\$ 2,190,910	\$ 94,330,000
Clermont Taxes Collected	\$ 11,086	\$ 477,310
Total Property Tax Increase		\$ 466,224

COMMUNITY BENEFIT: TOTAL

Community Benefit % *applicable* Cost

1	\$	325,000	100%	\$	325,000	Row House Parking Lot <i>32,500 SF @ \$10 PSF</i>
2	\$	513,315	100%	\$	513,315	Permanent Access to Row House & Lift Station acreage. <i>19,000 SF area less 1,800 SF existing row house @ \$1.3mm/AC contract land value</i>
3	\$	374,400	100%	\$	374,400	Repair of Carroll Street and Lake Drive <i>1,040 LF x 24' wide of roadway repaired and reconfigured @ \$15 per SF.</i>
4	\$	21,600	100%	\$	21,600	Sidewalk Improvement <i>2,400 SF of 4" sidewalk at \$9 PSF</i>
5	\$	53,719	100%	\$	53,719	Land to Adjacent Neighbors <i>1,800 SF @ \$1.3mm/AC contract land value</i>
6	\$	850,000	100%	\$	850,000	Lift Station and Utility Infrastructure <i>Civil Engineer opinion of value</i>

\$ 2,138,034 Total Community Benefit Value

300 Residential Density at Max 25 DU/AC

392 Requested Density at ~32 DU/AC

92 "Bonus Density Units"

\$ 23,239 Community Benefit Value per "Bonus Density Unit"

August 25, 2023
REVISED: October 24, 2023

City of Clermont
Planning & Development Services
685 W. Montrose Street
Clermont, FL 34711

Re: **Lumberyard District
Rezoning from CBD to PUD
Project Narrative & Density Bonus Request**

The Lumberyard District redevelopment project includes 3 mixed-use buildings, 1 live-work building, and 5 multifamily buildings on a 12.3-acre site. The total residential density is 32 units/AC. There are (2) existing streets (Carroll & Lake Dr) that will need to be vacated as a part of this re-development project. The project is located east of 12th Street, north of West Minneola Avenue, and south of South Lake Trail/Lake Apopka Trail in Clermont, FL. The project area is comprised of 9 separate properties that fall within the Central Business District (CBD) zoning. The proposed development will include approximately 647 parking spaces and a common amenity area with pool.

The intent of the project is to promote connectivity between the multifamily and commercial development as well as the adjacent trail and Row House on the northside of the site. The access to the Row House is provided via the proposed roadway between the multifamily and commercial development along with the proposed dedication of additional right-of-way for Carroll Street. Without these roadway connections the Row House would be landlocked. This new proposed roadway crosses over the South Lake Trail and would tie into the existing parking lot of the row house property. The project is proposing several connection points between the South Lake Trail, the northside of the property and to the east to Victory Point. Additional bicycle parking is also planned to accommodate trail users that visit the property. For more information, please refer to attached community agreement.

As part of the project, the owner is requesting the use of the 40 dwelling units per acre that is mentioned in the City of Clermont's code of ordinances under Section. 125-375 - Density bonus criteria. This bonus criteria are essential in providing the City with the intent of the CBD zoning. As indicated under this code of ordinances section, there are several options available to reach the bonus criteria. Developer is proposing to construct the following items in support of the density bonus request:

- Donation of approximately 17,200 SF of land area to the City of Clermont for the relocation of the new City Lift Station #6 and City Right-of-Way. Based on the current contract price/fair market value of \$1.3mm/AC, the value of this dedication is \$513,315.
- Donation of approximately 1,800 SF of land bordering neighbors to the southwest to avoid any boundary issues. Based on the current contract price/fair market value of \$1.3mm/AC, the value of this donation is \$53,719.
- Construction of new major City Lift Station #6 to current City standards including backup generator, RTU Tower, new interior access for vacuum/pumper truck, etc. The current station has limited access and is not in an ideal location. This new station will be in a preferred location with better access and newer equipment. Additionally, utility infrastructure improvement will include the construction of new 520 LF of 8" PVC water main and 270 LF of 8" PVC sewer main along Carroll Street from 12th Street to the Row House Entrance drive as proposed on the site plan. The cost of this lift station relocation and utility infrastructure is presently estimated at \$850,000.

- Construction of new 5' wide sidewalk along the east side of 12th Street from the southwest corner of the proposed development project to Carroll Street. The cost of ~2,400 SF of sidewalk is presently estimated at \$21,600.
- Construction of a new paved parking area for the existing Row House parking area as shown on the proposed site plan. The area is expected to be 32,500 SF and will provide 64 10x30 parking spaces. We are also proposing to provide direct connection via future Carroll Street right-of-way to the Row House area through the re-development of this project. The cost of this benefit at \$10 PSF of asphalt is presently estimated at \$325,000.
- Currently, two public roads, Carroll Street and Lake Drive, bisect The Lumberyards property. These streets are in poor condition, and the City of Clermont is expecting to have to spend a significant amount of money to mill the asphalt and then repave. Applicant proposes to repair and reconfigure these roadways (1,040 LF x 24 feet wide) as part of the internal horizontal construction of the project, which will save the city of Clermont from paying for and completing this repair. This estimated cost is approximately \$15 per square foot for a total estimated cost of \$374,400.
- The sum of the total benefits provided equals \$2.14 million.

We feel the above list of public improvements is a great benefit to the community and City of Clermont. As such, we feel the above projects meet the intent of the density bonus criteria and request it be granted for the development of this project. Finally, this project is requesting to rezone these properties from CBD to PUD with (6) different variance requests as listed in the Rezoning Waiver Letter attached to this application.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Matthew S. Gillespie, P.E.
Associate

November 13th, 2023

City of Clermont
Planning & Development Services
685 W. Montrose Street
Clermont, FL 34711

Re: **Lumberyard District
Rezoning from CBD to PUD-Waiver Letter**

The Lumberyard District redevelopment project includes 3 mixed-use buildings, 1 live-work building, and 5 multifamily buildings on a 12.3-acre site. The total residential density is 32 units/AC. The project is located east of 12th Street, north of West Minneola Avenue, and south of South Lake Trail/Lake Apopka Trail in Clermont, FL. The project area is comprised of 9 separate properties that fall within the Central Business District (CBD) zoning and will be rezoned to a PUD.

As part of the proposed development there are (6) development standards that are requested to be waived or requested to utilize available bonuses. These standards include:

1. Increase maximum building heights to 65' for multifamily and commercial development. Current standard is 55' per Section 125-371 of Code of Ordinances.
2. Use density bonus up to 40 dwelling units per acre per Section 125-375 of Code of Ordinances.
3. Increase the ratio of standard spaces (10'x20') to compact spaces (9'x18') from 90% to 10% per Section 115-6 of Code of Ordinances to a proposed ratio of standard spaces (10'x20') to compact spaces (9'x18') to 60% to 40%.
4. Reduce minimum landscape island square footage of 300 SF to 160 SF per Section 123-44(c).
5. Reduce landscape buffer requirements between multifamily and existing residential units along the southwest side of the project per Sec 123-43 (c)(3).
6. Remove requirement of construction material to be masonry or other non-wood material for construction of first floor of buildings per Section 125-375(c).

Regarding item (1), the owner is requesting a waiver on the maximum allowable ceiling height to provide an improved amenity/club house area with an open area feel. As this will be one of the main entry points for residents, future residents and guests, the owner would like to promote architectural interest and a grand feel that is more feasible with higher ceilings. The proposed ceiling heights would be 13 feet within amenity/club house space.

In relation to Item (1), the current standard per Section 125-371 of the Code of Ordinances states the maximum building height is 55'. Item (1) is requesting to increase this maximum building height to 65'. A higher building height will allow the roof design to include a 5/12 pitch which will provide a better roof drainage system and improved aesthetics. The increased building height will also allow for appropriate screening of condenser wells and prevent unsightly mechanical items from being in view of roadways and adjacent properties. This waiver is also being requested to increase the height of the proposed parking garage within the commercial development. The proposed parking garage is being designed to maximize available spaces as the commercial development is planned to host both city and citizen sponsored events in the planned courtyards and outdoor spaces.

Item (2) is requesting the use of the 40 dwelling units per acre that is stated in the City of Clermont's code of ordinances under Section. 122-375 - Density bonus criteria. The use of this bonus criteria is essential in providing the City with the intent of the CBD zoning. As indicated under this code of ordinances section, there are several options available to reach the bonus criteria. The developer has proposed to install a new paved vehicular parking area for the existing row house parking area as shown on the proposed site plan. The developer is also proposing to provide a direct connection to the row house area through the project to meet the bonus criteria. The access to the row house is not currently provided via an easement or agreement. This project would establish a formal approval for access to this area.

The project is also proposing to improve off site sidewalk connectivity by extending sidewalks along 12th Street and Minneola Avenue. These off site sidewalks would complete connectivity along these streets. The existing sidewalk along Minneola has gaps in between it and does not extend out to 12th Street. The applicant will fill in the gaps along Minneola Avenue west of the project area out to 12th Street. Additionally, sidewalk along the east side of 12th street is nonexistent. A sidewalk is proposed as part of the new dedicated right turn lane into the property on 12th street. This sidewalk will be extended off site all the way south to the intersection at Minneola. A crosswalk will also be added to promote connectivity to the West Park across 12th Street.

Other benefits that are being provided to support item 2, are significant upgrades to the City's Lift Station. It is understood that the existing City Lift Station would have to be relocated as part of this new development. As part of relocating the existing City Lift Station significant improvements will be made to the access, equipment, and overall area of the lift station. The existing lift station occupies an approximately 1800 SF of area. The new lift station area will occupy 19,000 SF of area. The lift station will be upgraded with an RTU tower, new panels, new wet wells, and meet all of the current City of Clermont standards. Additionally the lift station will provide a 15' wide x 50' long area to back up large City vehicles. These are all items the current lift station does not have.

Lastly as part of the development there is an existing fence line along the southwest side of the site where neighbors have fencing and landscaping without the project boundary. The developer has decided to keep the existing fencing and landscaping in this area in place to reduce the disturbance to the neighbors. This is additional property that the developer will be maintaining use to the properties in this area.

Item (3) and Item (4) are related in that they are being requested to maximize the proposed parking on site. Item (3) is requesting to increase the ratio of standard spaces (10'x20') to compact spaces (9'x18') from 90% to 10% per Section 115-6 of Code of Ordinances to ratio of standard spaces (10'x20') to compact spaces (9'x18') of 60% to 40%. Item (4) is requesting to reduce the minimum requirement of 300 square foot landscape islands per Section 122-44(c) of Code of Ordinances to 160 square foot landscape islands. In order to maximize the provided parking on site, landscape islands are designed to match the width of the parking stalls these islands are adjacent to. The proposed typical parking on site includes 9'x18' and 10'x20' parking spaces. The islands in these parking areas vary between 160 and 200 square feet. The requested parking ratio and landscape island reduction, increase will allow the site to increase its provided parking above the minimum required code parking. This also provides a closer overall parking ratio of 1.6-1.7 per dwelling unit. These additional parking spaces will be used by guests, future residents, and family members of the multifamily development residents to park on site. The end goal of this request is to maximize parking for the commercial and multifamily developments.

Item (5) is requesting reduction of the landscape buffer requirements between the multifamily and existing single family. It is understood that the code requires 10' buffers between adjacent properties. The goal is to keep the existing mature buffer and only infill the gaps as well as enable us to not have to intrude past the neighbor's fence line despite the fact that their fences are situated on our property according to survey data.

Item (6) is requesting to remove the requirement of use of masonry or other non-wood material for construction of first of floor of buildings. The applicant is requesting a reduction in the requirement for the entire first floor to be masonry or block construction for Buildings #1-4. Instead, the applicant will be providing a brick water table just below the bottom window line. Multifamily Buildings #1-4 of the Lumberyards development will be constructed with high-quality materials consistent with institutional, Class A multifamily developments. The exteriors will have a mixture of fiber cement siding (Hardie) in a variety of traditional lap siding along with board and batten patterns. Additionally, the multifamily buildings will have a brick water-table, wooden trellises and gables, wrapped balcony columns, and aluminum railings. The buildings will be 4-story Type V-A buildings (2021 International Building Code). The interior bearing walls and primary structural frame will be constructed out of lumber. All of the building components have a standard 50-year useful life, consistent with durable, high-quality construction materials. In keeping with a Key West-influenced Old Florida style architecture, masonry components will be reduced to just the water table. The cementitious siding will be paired with pop-up roofs and large corner bell towers. The developer is not using stucco or faux stucco as a Mediterranean look is not consistent with the downtown Clermont architecture styles.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Matthew S. Gillespie, P.E.
Associate

K:\ORL_Civil\049642001-Clermont Lakefront Multifamily\AGENCY PERMITS\City of Clermont\RECORD SUBMITTALS\Rezone CBD to PUD-2023-11-13\Lumberyard District-Waiver Letter-111323.docx



CITY OF CLERMONT REZONING APPLICATION

DATE 6/27/2023		FEE: \$542.00 + cost of advertisement + cost of traffic review, if necessary	
Project Name (if applicable) Lumberyard District			
Applicant Wolfe and Wallace Properties, Inc			
Contact Person David Wallace			
Address 995 W. Lakeshore Dr	City Clermont	State FL	Zip 34711
Telephone 352-267-8946	Fax		
Email dwal2100@aol.com			
OWNER INFORMATION			
Owner's Name Same as Applicant Above			
Owner Address	City	State	Zip
Telephone	Email		
PROPERTY INFORMATION			
Address of Subject Property 12th Street & W Minneola Ave	City Clermont	State FL	Zip 34711
Legal Description (include copy of survey) The subject project location is located east of 12th Street, north of West Minneola Avenue, and South of South Lake Trail (Lake Apopka Trail. The project area is comprised of 9 separate properties with the following parcel ID's: 1622701, 1622751, 1622760, 1622778, 1622743, 1622719, 1622727, 3409736,1 and 622581. (See attached survey and separate legal desc document)			
Acreage 12.3	Land Use (City verification required) Downtown MU		
Present Zoning (City verification required) Central Business District (CBD)	Proposed Zoning PUD		



CITY OF CLERMONT REZONING APPLICATION

Answers to the following questions are required to complete this application.

What are you proposing to do that would require a rezoning?

The proposed project entails a combination of 9 separate properties located between 12th Street, West Minneola Avenue, and South Lake Trail. The 9 properties provide approximately 12.3 acres of area where approximately 7.4 acres will be developed in a multifamily development. The remaining 4.9 acres are being developed as a mixed use commercial with an onsite parking garage. See the attached proposed Concept Plans for approval request. Waivers are also being requested for parking stall widths, maximum building heights, and dwelling unit density bonus increase.

The area of these properties is currently zoned as Central Business District (CBD) with a future land use of Downtown MU. The goal of the rezoning to PUD zoning is to enhance the harmonious mixture of residential, commercial, professional, institutional and governmental enterprises in the area, while providing a unique and enjoyable shopping and activity center for the city. This proposed multifamily development is asking for waivers related to parking, height variance, and density. These waivers are necessary for the proposed development of the project and are explained in more detail on the waiver letter attached to this application. Please see the attached project narrative and waiver letters for more information on this project.

Check box to indicate additional materials are provided via attachment. ☒

DAVID WALLACE

Applicant Name (print)

x *David Wallace*

Applicant Name (signature)

Denise W. Wallace

Owner Name (print)

x *Denise W. Wallace*

Owner Name (signature)

City of Clermont

Development Services Department

685 W. Montrose St.

P.O. Box 120219

Clermont, FL 34712-0219

(352) 394-4083 Fax: (352) 394 3542

5/22/2020

LEGAL NOTICE

On Tuesday, December 5, 2023 at 6:30 PM the Clermont Planning & Zoning Commission will consider the enactment of the following proposed ordinance, and on Tuesday, December 12, 2023 at 6:30 PM at a public hearing the request will be held before the City Council for Final Adoption.

ORDINANCE NO. 2023-026

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT, REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND EFFECTIVE DATE.

LOCATION

1000 Carroll Street (Wolfe & Wallace Investments, LLC)

North of the W. Minneola Ave. and Lake Drive intersection, adjacent to Victory Pointe and South Lake Trail, and west of Lake Drive, including the requested vacated portion of Carroll Street and Lake Drive.

(Alternate Key 1622581, 1622701, 1622719, 1622727, 1622743, 1622751, 1622760, 1622778, 3409736, 1815673, 1622735)

Approx. 12.3 +/- Acres



LEGAL DESCRIPTION

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, AND 16 OF BLOCK 120; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, AND 22 OF BLOCK 119; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 OF BLOCK 115; AND PORTIONS OF CARROLL STREET AND WEST LAKE DRIVE, ALL OF JOHNSON'S REPLAT, OF BLOCKS, 141, 142, 143, 144, 145, 146, 115, 117, 118, 119, AND 120, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 71 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; TOGETHER WITH THAT PORTION OF OSCEOLA STREET VACATED IN THAT ORDINANCE RECORDED IN OFFICIAL RECORDS BOOK 590, PAGE 738 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; ALL LYING IN SECTIONS 23 AND 24, TOWNSHIP 22 SOUTH, RANGE 25 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF NORTH RIGHT OF WAY OF MINNEOLA AVENUE WITH THE EAST LINE OF GOVERNMENT LOT 8, LYING IN SECTION 23 TOWNSHIP 22 SOUTH, RANGE 25 EAST; THENCE RUN NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 232.49 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WEST LAKE DRIVE; THENCE CONTINUE NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 50.00 FEET TO THE WEST RIGHT OF WAY OF WEST LAKE DRIVE; THENCE CONTINUE NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 125.00 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 6 OF BLOCK 120, JOHNSON'S REPLAT; THENCE DEPARTING SAID NORTH RIGHT OF WAY RUN NORTH 0°25'20" EAST ALONG THE WEST LINES OF AFORESAID LOTS 4, 5, AND 6 OF BLOCK 120, JOHNSON'S REPLAT A DISTANCE OF 150.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°29'17" WEST ALONG THE SOUTH LINES OF AFORESAID LOTS 7, 8, 9, 10, 11, 12, 13, AND 16 OF BLOCK 120, JOHNSON'S REPLAT A DISTANCE OF 497.78 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16 AND A POINT ALONG THE EAST RIGHT OF WAY OF 12TH STREET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 0°22'36" EAST ALONG THE EAST RIGHT OF WAY A DISTANCE OF 499.90 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE WESTERLY, HAVING A RADIUS OF 1465.68 FEET, A CHORD BEARING OF NORTH 00°10'45" WEST, AND A CHORD DISTANCE OF 10.10 FEET; THENCE ALONG THE ARC OF SAID CURVE, RUN THROUGH A CENTRAL ANGLE OF 00°23'41" FOR A DISTANCE OF 10.10 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 10 OF BLOCK 119, JOHNSON'S REPLAT AND A POINT ALONG THE SOUTH RIGHT OF WAY OF CARROLL STREET; THENCE DEPARTING SAID EAST RIGHT OF WAY RUN SOUTH 89°29'17" EAST ALONG THE NORTH LINE OF SAID LOTS 7, 8, 9, AND 10 OF BLOCK 119, AND THE SOUTH LINE OF SAID CARROLL STREET, A DISTANCE OF 273.01 FEET TO THE NORTHEAST CORNER OF AFORESAID LOT 7 OF BLOCK 119, JOHNSON'S REPLAT; THENCE DEPARTING SAID SOUTH RIGHT OF WAY RUN NORTH 24°20'54" EAST A DISTANCE OF 61.17 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 13 OF BLOCK 115, JOHNSON'S REPLAT, ON THE NORTH RIGHT OF WAY OF SAID CARROLL STREET; THENCE DEPARTING SAID NORTH RIGHT OF WAY RUN NORTH 7°41'47" EAST A DISTANCE OF 98.18 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 13 OF BLOCK 115, JOHNSON'S REPLAT, BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1176.28 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE ALSO BEING THE NORTH LINE OF AFORESAID LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 OF BLOCK 115, JOHNSON'S REPLAT ALONG A CHORD BEARING OF SOUTH 61°10'59" EAST FOR AN ARC LENGTH OF 328.69 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND THE 100 FEET SOUTHEASTERLY EXTENSION OF RUN SOUTH 69°11'18" EAST A DISTANCE OF 430.34 FEET; THENCE DEPARTING SAID NORTH LINE AND SOUTHEASTERLY EXTENSION RUN SOUTH 30°13'43" WEST A DISTANCE OF 190.34 FEET TO A POINT ALONG THE AFORESAID EAST LINE OF GOVERNMENT LOT 8; THENCE RUN SOUTH 0°40'24" WEST ALONG SAID EAST LINE A DISTANCE OF 343.41 FEET TO THE AFORESAID POINT OF BEGINNING.

THE LANDS DESCRIBED HEREON CONTAIN 12.309 ACRES (536,167 SQUARE FEET) MORE OR LESS.

PROPERTY REZONING

Rezone property from Central Business District (CBD) to Planned Unit Development (PUD) for residential and non-residential uses consisting of multi-family apartments, retail, restaurant, office, and hotel uses

All public meetings will be held in the Clermont City Hall, Council Chambers, located at 685 W. Montrose Street, Clermont, FL 34711.

This Ordinance is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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 may 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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, December 12, 2023		
Agenda Item Name		
Ordinance No. 2023-033 <i>Final</i> <i>ROW Vacation Request</i>		
Requested Action		
Recommend approval of Ordinance 2023-033		
Staff Report		
The applicant, Wolfe & Wallace Properties, Inc., is requesting a partial right-of-way vacation (shaded in red below) of Carroll Street and Lake Drive in order to redevelop this area for a mixed-use project in the Downtown area, west of Victory Pointe and adjacent to the South Lake Trail. The applicant is requesting the vacation of these roads in order to reconfigure access to this area along with improving the conditions of the roads and developing a direct access point to the City's Rowing Boathouse parking lot. The requested vacation of these two roads bisect the middle of the property assemblage (outlined in yellow below). The applicant, as part of the redevelopment project, shall maintain connectivity in this area. The roads currently serve American Building Supply and access to other properties owned by the applicant in this area. Staff recommends approval of Ordinance 2023-033 contingent upon the approval of the rezoning that is under consideration, Ordinance 2023-026, the Lumberyard PUD.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Ord. 2023-033 Lumberyard ROW Vacate (12.06.2023)	Ord. 2023-033 Lumberyard ROW Vacate (12.06.2023).pdf
2. Aerial and ROW Exhibit	Aerial and ROW Exhibit.pdf
3. ROW-Application-2020-Clermont Yards-Executed	ROW-Application-2020-Clermont Yards-Executed.pdf
4. Clermont Yards - RW Vacate Sketch - Carroll Street Lake Drive	Clermont Yards - RW Vacate Sketch - Carroll Street Lake Drive.pdf
5. Ord 2023-033 ROW Legal Ad - FINAL	Ord 2023-033 ROW Legal Ad - FINAL.pdf



CITY OF CLERMONT
ORDINANCE NO. 2023-033

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING A PORTION OF CARROLL STREET RIGHT OF WAY AND OF LAKE DRIVE RIGHT OF WAY, JOHNSON'S REPLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 17, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS BELOW; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND EFFECTIVE DATE.

NOW THEREFORE, BE IT RESOLVED AND ENACTED by the City Council of the City of Clermont, Lake County, Florida that:

SECTION 1: LEGAL DESCRIPTION

A PORTION OF CARROLL STREET RIGHT OF WAY AND OF LAKE DRIVE RIGHT OF WAY, JOHNSON'S REPLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 17, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

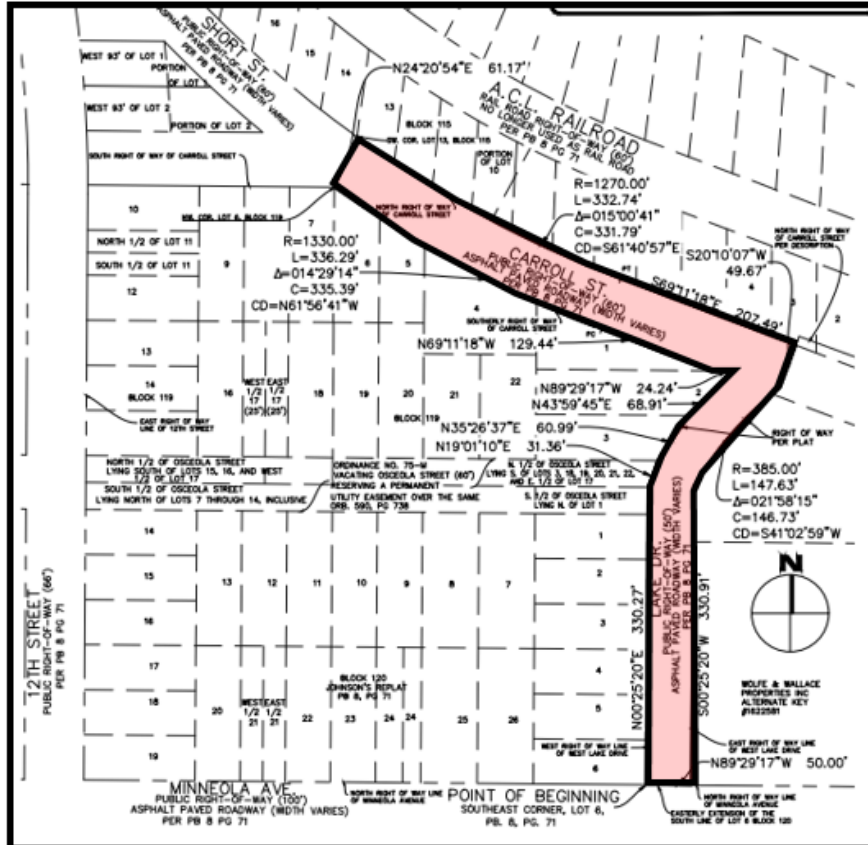
BEGIN AT THE SOUTHEAST CORNER OF LOT 6, BLOCK 120 OF SAID JOHNSON'S REPLAT, SAID POINT ALSO BEING A POINT ON THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF MINNEOLA AVENUE AND THE WEST RIGHT OF WAY LINE OF LAKE DRIVE, ACCORDING TO SAID PLAT; THENCE NORTH 00°25'20" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 330.27 FEET; THENCE NORTH 19°01'10" EAST, A DISTANCE OF 31.36 FEET; THENCE NORTH 35°26'37" EAST, A DISTANCE OF 60.99 FEET THENCE NORTH 43°59'45" EAST, A DISTANCE OF 68.61 FEET TO THE INTERSECTION OF SAID WEST RIGHT OF WAY LINE OF WEST LAKE DRIVE AND THE NORTHEASTERLY MOST CORNER OF LOT 2, BLOCK 119, SAID JOHNSON'S REPLAT, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF CARROLL STREET, ACCORDING TO SAID PLAT; THENCE NORTH 89°29'17" WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 24.24 FEET; THENCE NORTH 69°11'18" WEST, A DISTANCE OF 129.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1330.00 FEET; THENCE NORTHWESTERLY, 336.29 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°29'14", A CHORD BEARING OF NORTH 61°56'41" WEST, AND A CHORD DISTANCE OF 335.39 FEET TO THE NORTHWEST CORNER OF LOT 6, BLOCK 119; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, NORTH 24°20'54" EAST, A DISTANCE OF 61.17 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID CARROLL STREET AND THE SOUTHWEST CORNER OF LOT 13, BLOCK 115, AND A POINT ON A CURVE CONCAVE NORTHEASTERLY AND

CITY OF CLERMONT
ORDINANCE NO. 2023-033

HAVING A RADIUS OF 1270.00 FEET; THENCE SOUTHEASTERLY, 332.74 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°00'41", A CHORD BEARING OF SOUTH 61°40'57" EAST, AND A CHORD DISTANCE OF 331.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 69°11'18" EAST, A DISTANCE OF 207.49 FEET; THENCE SOUTH 20°10'07" WEST, A DISTANCE OF 49.67 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 385.00 FEET; THENCE SOUTHWESTERLY, 147.63 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°58'15", A CHORD BEARING OF SOUTH 41°02'59" WEST, AND A CHORD DISTANCE OF 146.73 FEET TO THE EAST RIGHT OF WAY LINE OF WEST LAKE DRIVE; THENCE SOUTH 00°25'20" WEST, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 330.91 FEET TO THE NORTH RIGHT OF WAY LINE OF MINNEOLA AVENUE AND THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 6, BLOCK 120 OF AFOREMENTIONED PLAT; THENCE NORTH 89°29'17" WEST ALONG SAID EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 6, BLOCK 120, A DISTANCE OF 50.00 FEET, TO THE POINT OF BEGINNING

SAID PARCEL CONTAINING 1.281 ACRES, MORE OR LESS.

Hereafter called "Vacated Parcel."





CITY OF CLERMONT
ORDINANCE NO. 2023-033

SECTION 2: AUTHORITY

The Vacated Parcel is hereby closed and vacated by the City of Clermont. The closing is done pursuant to the authority of the Charter of the City of Clermont, Lake County, Florida and the general laws of the State of Florida.

SECTION 3: UTILITY EASEMENT

As a condition to the closing and vacating of the Vacated Parcel, the applicant and/or the owners of the real property adjacent to the Vacated Parcel shall grant to the City of Clermont a utility easement substantially in accordance with the Utility Easement attached hereto and incorporated herein as Attachment “A”. The Utility Easement shall be recorded, at the applicant’s expense, in the Public Records of Lake County contemporaneously with the recording of this Ordinance as provided below.

SECTION 4: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 5: SEVERABILITY

Should any Section or part of a Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be separable in meaning and effect from the Section to which such holding shall apply.

SECTION 6: ADMINISTRATIVE CORRECTION

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener’s errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 7: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida and at the Applicant’s expense.

SECTION 8: PUBLICATION AND EFFECTIVE DATE

This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.



CITY OF CLERMONT
ORDINANCE NO. 2023-033

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 12th day of December, 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

Prepared by: Daniel F. Mantzaris
Return to: Tracy Howe, City Clerk
685 West Montrose Street
Clermont, FL 34711

UTILITY EASEMENT

THIS EASEMENT (“**Easement**”) from _____, with an address of _____ (“**GRANTOR**”) to **CITY OF CLERMONT**, a Florida Municipal Corporation, 685 West Montrose Street, Clermont, FL 34711 and its successors, lessees, licensees, transferees, permittees, apportioned, and assigns (“**GRANTEE**”);

WITNESSETH:

THAT **GRANTOR**, as a condition and for and in consideration of the abandonment and vacating of that certain right-of-way as set forth in Ordinance No.: 2023-033 adopted by the City Council of the City of Clermont and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, the perpetual right, privilege, and easement to install, operate and maintain in perpetuity, such underground Facilities and aboveground appurtenances (“**Facilities**”) as may be necessary or desirable for utilities, including but not limited to water, sewer, stormwater, reuse water, natural gas, electricity, and cable or fiberoptic service, currently existing within the property described below for all public uses traditionally made of a PUBLIC UTILITY EASEMENT, including, but not limited to, the right of ingress and egress to maintain, repair and replace facilities necessary for said purpose; over, under, above and through the through the following described parcel, piece, or strip of land, situate, lying, and being in the County of Lake, State of Florida, hereinafter “**Easement Area**” to-wit:

SEE EXHIBIT “A” ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF

The rights granted herein are reserved permanently to the **GRANTEE** and for the benefit of any utility providers with utilities located within the Easement Area; however, notwithstanding anything herein provided, the owner(s) of the Easement Area may relocate any such utilities within the Easement Area at their own expense with prior written approval from the **GRANTEE**, consistent with the requirements of the City of Clermont and any other applicable utility providers and provided the **GRANTEE**’s or other applicable utility providers’ use of the Easement Area and the facilities contained therein shall not be interrupted. Upon such relocation and acceptance of the relocated utilities by the City and utility providers, including establishment of necessary utility easements, to the extent no longer necessary this Utility Easement shall be null and void, and of no further force and effect, without any further action required. Failure to exercise the rights herein granted shall not constitute a waiver or abandonment by either party.

GRANTOR shall have the right to use the Easement Area in any manner that is consistent with the rights granted to **GRANTEE** herein; provided however, without the prior written consent of **GRANTEE**, **GRANTOR** shall not place, or permit the placement of, any obstructions within the Easement Area including but not limited to, any building, house, or other above-ground or underground structure, or portion thereof.

GRANTOR hereby warrants and covenants (a) that **GRANTOR** is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that **GRANTOR** has full right and lawful authority to grant and convey this easement to **GRANTEE**, and (c) that **GRANTEE** shall have quiet and peaceful possession, use and enjoyment of this easement. All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

GRANTOR covenants not to interfere with **GRANTEE's** facilities within the Easement Area in **GRANTOR's** premises, and **GRANTOR** further covenants, to indemnify and hold **GRANTEE** harmless from any and all damages and injuries, whether to persons or property, directly resulting from interference with **GRANTEE's** facilities by **GRANTOR** or by **GRANTOR's** agents or employees.

IN WITNESS WHEREOF, GRANTOR has hereunto set GRANTOR'S hands and seal the day and year first above written.

Signed, sealed and delivered in the _____
presence of:

Witness
Print Name _____
By: _____

Printed Name & Title

Witness
Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____, as _____ of _____, the general partner of Clermont who is personally known to me.

(Signature of Notary Public)

ACCEPTED BY the City of Clermont by action of the City Council at its meeting of December 12, 2023.

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Pursuant to Section 695.26 (3) (f), this instrument exempt from Chapter 695, F.S.

EXHIBIT "A"

Utility Easement

A PORTION OF CARROLL STREET RIGHT OF WAY AND OF LAKE DRIVE RIGHT OF WAY, JOHNSON'S REPLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 17, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 6, BLOCK 120 OF SAID JOHNSON'S REPLAT, SAID POINT ALSO BEING A POINT ON THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF MINNEOLA AVENUE AND THE WEST RIGHT OF WAY LINE OF LAKE DRIVE, ACCORDING TO SAID PLAT; THENCE NORTH 00°25'20" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 330.27 FEET; THENCE NORTH 19°01'10" EAST, A DISTANCE OF 31.36 FEET; THENCE NORTH 35°26'37" EAST, A DISTANCE OF 60.99 FEET THENCE NORTH 43°59'45" EAST, A DISTANCE OF 68.61 FEET TO THE INTERSECTION OF SAID WEST RIGHT OF WAY LINE OF WEST LAKE DRIVE AND THE NORTHEASTERLY MOST CORNER OF LOT 2, BLOCK 119, SAID JOHNSON'S REPLAT, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF CARROLL STREET, ACCORDING TO SAID PLAT; THENCE NORTH 89°29'17" WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 24.24 FEET; THENCE NORTH 69°11'18" WEST, A DISTANCE OF 129.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1330.00 FEET; THENCE NORTHWESTERLY, 336.29 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°29'14", A CHORD BEARING OF NORTH 61°56'41" WEST, AND A CHORD DISTANCE OF 335.39 FEET TO THE NORTHWEST CORNER OF LOT 6, BLOCK 119; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, NORTH 24°20'54" EAST, A DISTANCE OF 61.17 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID CARROLL STREET AND THE SOUTHWEST CORNER OF LOT 13, BLOCK 115, AND A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1270.00 FEET; THENCE SOUTHEASTERLY, 332.74 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°00'41", A CHORD BEARING OF SOUTH 61°40'57" EAST, AND A CHORD DISTANCE OF 331.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 69°11'18" EAST, A DISTANCE OF 207.49 FEET; THENCE SOUTH 20°10'07" WEST, A DISTANCE OF 49.67 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 385.00 FEET; THENCE SOUTHWESTERLY, 147.63 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°58'15", A CHORD BEARING OF SOUTH 41°02'59" WEST, AND A CHORD DISTANCE OF 146.73 FEET TO THE EAST RIGHT OF WAY LINE OF WEST LAKE DRIVE; THENCE SOUTH 00°25'20" WEST,

ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 330.91 FEET TO THE NORTH
 RIGHT OF WAY LINE OF MINNEOLA AVENUE AND THE EASTERLY EXTENSION OF
 THE SOUTH LINE OF LOT 6, BLOCK 120 OF AFOREMENTIONED PLAT; THENCE
 NORTH 89°29'17" WEST ALONG SAID EASTERLY EXTENSION OF THE SOUTH LINE
 OF LOT 6, BLOCK 120, A DISTANCE OF 50.00 FEET, TO THE POINT OF BEGINNING
 SAID PARCEL CONTAINING 1.281 ACRES, MORE OR LESS.

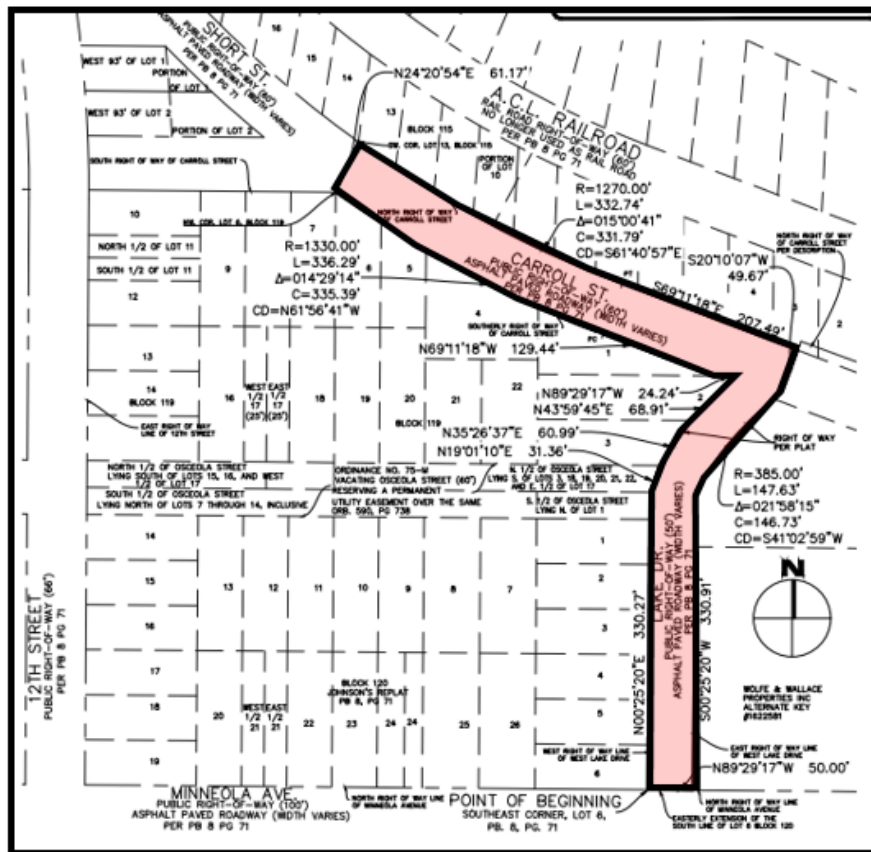
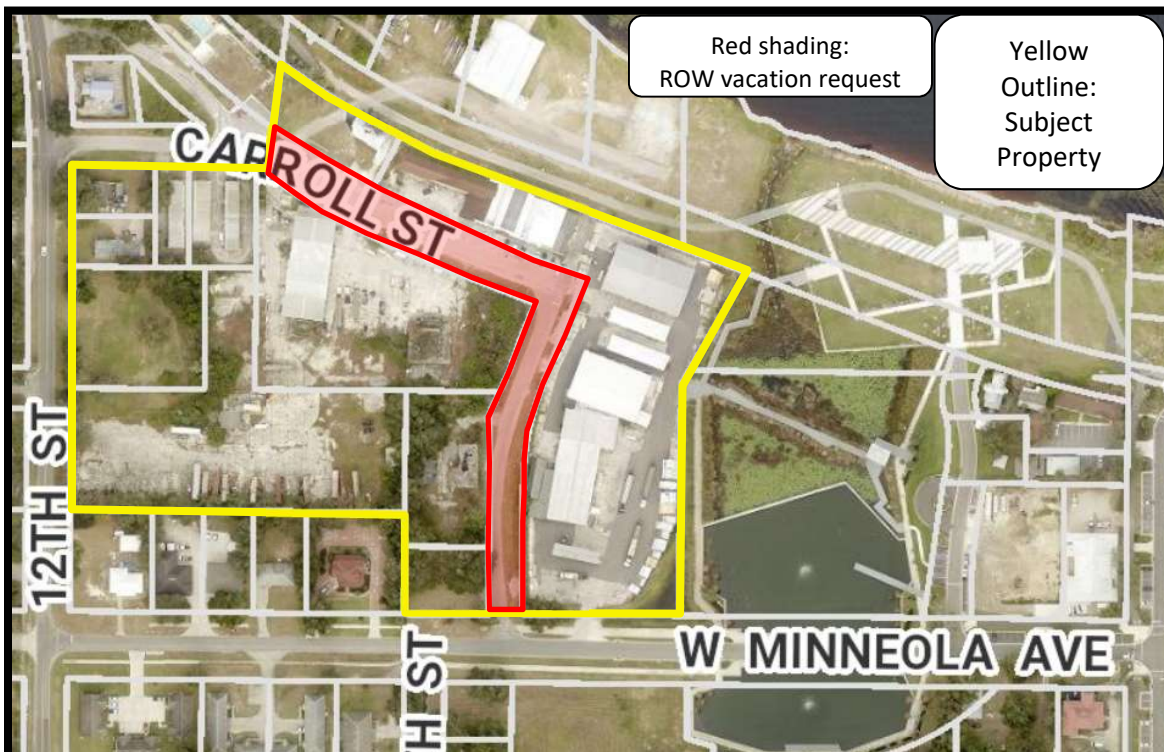
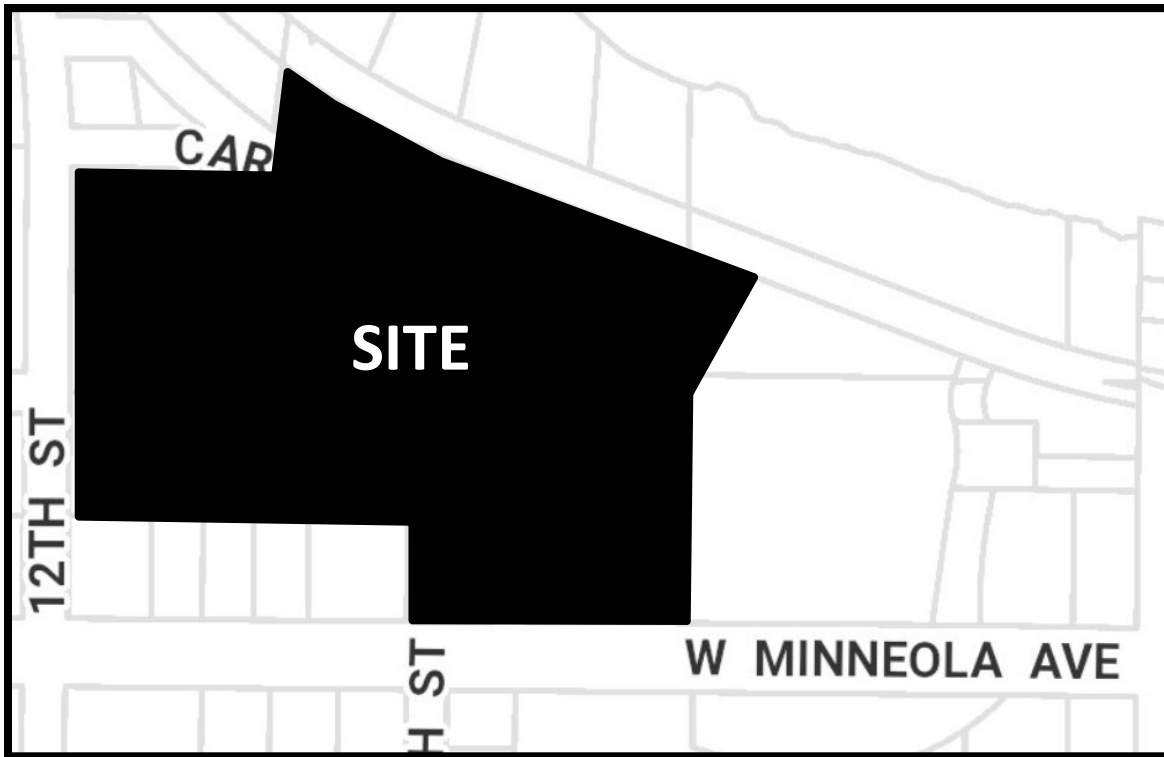


Exhibit "A" Page 2 of 2

Exhibit - Location Map –Lumberyard PUD





CITY OF CLERMONT
**STREET RIGHT-OF-WAY/EASEMENT CLOSING
APPLICATION**

DATE Nov 9, 2023		FEE: \$1,000.00 + cost of advertisement	
Petitioner's Name WOLFE & WALLACE PROPERTIES, INC.			
Address 995 W. Lakeshore Drive		City Clermont	State FL Zip 34711
Telephone 352-267-8946		Fax	
Email dwal2100@aol.com			
ROW INFORMATION			
Legal Description of Petitioner's property abutting Street ROW/Easement to be closed (Attach survey if available): See Attached			
If named – name of street to be closed: Lake Drive and Carroll Street			
Plot plan & legal description of Street ROW/Easement portion to be closed (From-To): See attached			
Purpose or reason for closing: The proposed right away falls in the middle of a property assemblage that will be redeveloped.			
Attach a map and list of: Names and addresses of all property owners abutting the portion of the street requested to be closes and abandoned. ☒ Yes ☐ No			
This petition is in accordance with the Clermont Land Development Code, Chapter 54, Division 2. Closing. Any person requesting a Street right-of-way or Easement Closing shall file a complete application submitted to the Development Services Director in the Development Services Department, at least 30 days prior to the final hearing date of the City Council. A Street right-of-way or Easement Closing requires two readings of an ordinance by the City Council. The City Council meetings are held on the second and fourth Tuesdays of every month. All applications must be complete, including applicable site plans and or pertinent descriptive materials in order to be processed. A plot plan (schematic drawing of the property involved) showing the location of that portion of the street requested to be closed and permanently abandoned, and including a survey of the property and street involved if deemed necessary by the City Council or the City Attorney.			
David Wallace			
Petitioner Name (print)		Petitioner Name (signature)	

LEGAL DESCRIPTION:**LEGAL DESCRIPTION**

RIGHT OF WAY VACATION

A PORTION OF CARROLL STREET RIGHT OF WAY AND OF LAKE DRIVE RIGHT OF WAY, JOHNSON'S REPLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 17, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 6, BLOCK 120 OF SAID JOHNSON'S REPLAT, SAID POINT ALSO BEING A POINT ON THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF MINNEOLA AVENUE AND THE WEST RIGHT OF WAY LINE OF LAKE DRIVE, ACCORDING TO SAID PLAT; THENCE NORTH 00°25'20" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 330.27 FEET; THENCE NORTH 19°01'10" EAST, A DISTANCE OF 31.36 FEET; THENCE NORTH 35°26'37" EAST, A DISTANCE OF 60.99 FEET THENCE NORTH 43°59'45" EAST, A DISTANCE OF 68.61 FEET TO THE INTERSECTION OF SAID WEST RIGHT OF WAY LINE OF WEST LAKE DRIVE AND THE NORTHEASTERLYMOST CORNER OF LOT 2, BLOCK 119, SAID JOHNSON'S REPLAT, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF CARROLL STREET, ACCORDING TO SAID PLAT; THENCE NORHT 89°29'17" WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 24.24 FEET; THENCE NORTH 69°11'18" WEST, A DISTANCE OF 129.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1330.00 FEET; THENCE NORTHWESTERLY, 336.29 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°29'14", A CHORD BEARING OF NORTH 61°56'41" WEST, AND A CHORD DISTANCE OF 335.39 FEET TO THE NORTHWEST CORNER OF LOT 6, BLOCK 119; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, NORTH 24°20'54" EAST, A DISTANCE OF 61.17 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID CARROLL STREET AND THE SOUTHWEST CORNER OF LOT 13, BLOCK 115, AND A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1270.00 FEET; THENCE SOUTHEASTERLY, 332.74 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°00'41", A CHORD BEARING OF SOUTH 61°40'57" EAST, AND A CHORD DISTANCE OF 331.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 69°11'18" EAST, A DISTANCE OF 207.49 FEET; THENCE SOUTH 20°10'07" WEST, A DISTANCE OF 49.67 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 385.00 FEET; THENCE SOUTHWESTERLY, 147.63 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°58'15", A CHORD BEARING OF SOUTH 41°02'59" WEST, AND A CHORD DISTANCE OF 146.73 FEET TO THE EAST RIGHT OF WAY LINE OF WEST LAKE DRIVE; THENCE SOUTH 00°25'20" WEST, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 330.91 FEET TO THE NORTH RIGHT OF WAY LINE OF MINNEOLA AVENUE AND THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 6, BLOCK 120 OF AFOREMENTIONED PLAT; THENCE NORTH 89°29'17" WEST ALONG SAID EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 6, BLOCK 120, A DISTANCE OF 50.00 FEET, TO THE POINT OF BEGINNING

SAID PARCEL CONTAINING 1.281 ACRES, MORE OR LESS

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO DESCRIBE A PORTION OF CARROLL STREET RIGHT OF WAY AND A PORTION OF LAKE DRIVE RIGHT OF WAY TO BE VACATED
3. NO CORNERS WERE SET AS PART OF THIS SKETCH OF DESCRIPTION.
4. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. THE BEARINGS SHOWN HEREON ARE BASED ON THE ASSUMED NORTH RIGHT OF WAY LINE MINNEOLA AVENUE, ACCORDING TO PLAT BOOK 8, PAGE 17, LAKE COUNTY, FLORIDA, BEING N 89°29'17" W.

SYMBOLS AND ABBREVIATION LEGEND:

N	=	NORTH	PC	=	POINT OF CURVATURE
S	=	SOUTH	PT	=	POINT OF TANGENCY
E	=	EAST	PB	=	PLAT BOOK
W	=	WEST	PG(S)	=	PAGE(S)
COR.	=	CORNER	R	=	RADIUS
ORB	=	OFFICIAL RECORDS BOOK	L	=	ARC LENGTH
SEC.	=	SECTION	Δ	=	DELTA ANGLE
TXXS	=	TOWNSHIP/SOUTH	C	=	CHORD LENGTH
RXXE	=	RANGE/EAST	CD	=	CHORD BEARING

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH

CERTIFIED TO:

1. KIMLEY HORN & ASSOC.
2. LAKE COUNTY, FLORIDA
- 3.
- 4.

CARROLL STREET R/W VACATION

PROJECT No.	210103	DRAWN DATE	2023.11.08
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	C. TRAVIS	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION

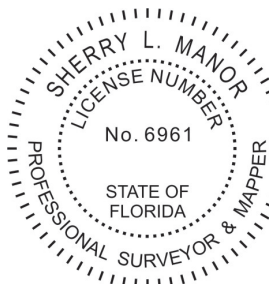


L & S
Diversified
Professional Surveyors and Mappers

489 STATE ROAD 436 | SUITE 117 | CASSELBERRY, FL | 32707
PHONE 407.681.3836 | WWW.LSSURVEYOR.COM | INFO@LSSURVEYOR.COM
PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUTES. THIS SKETCH AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER.



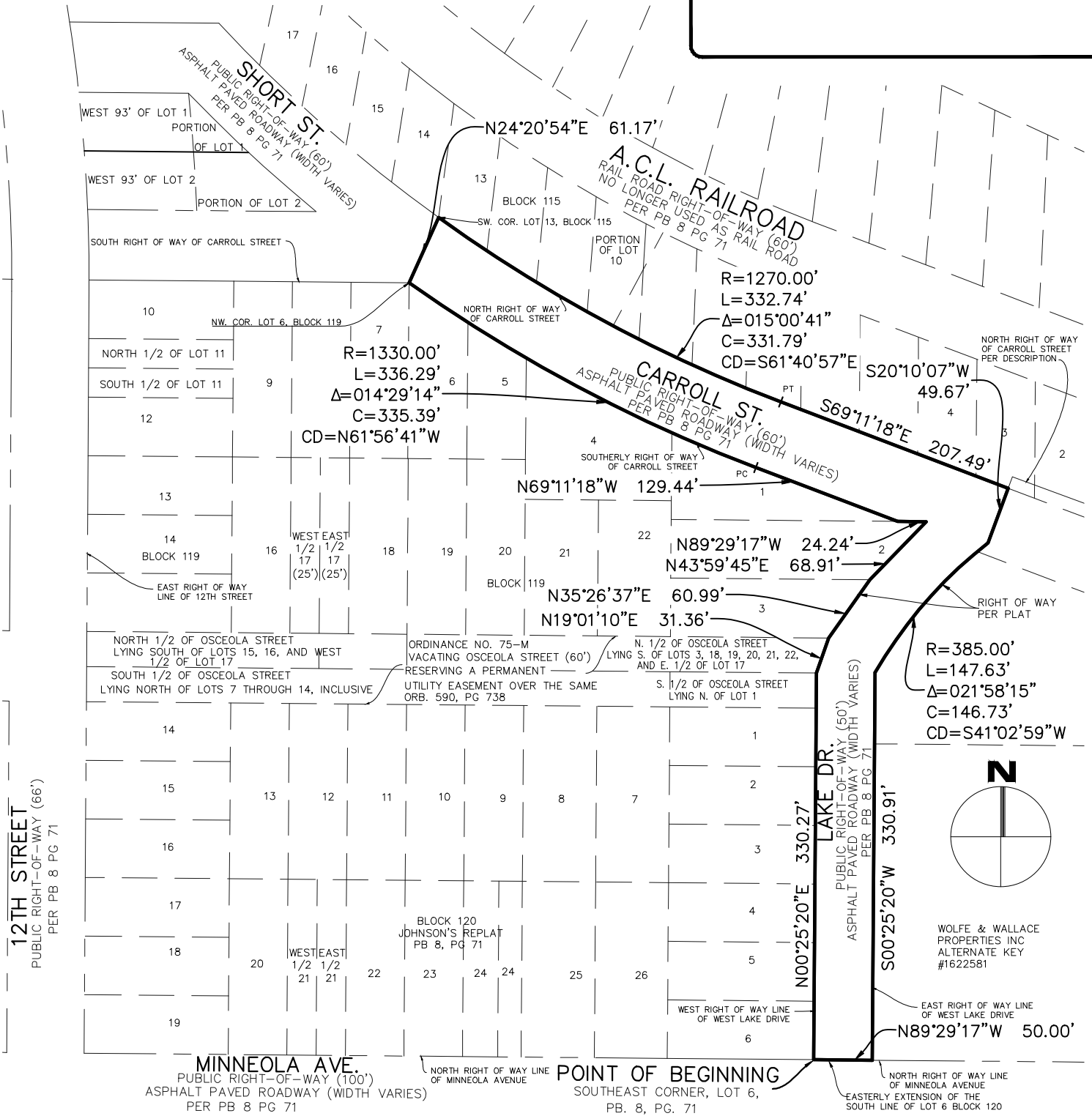
Digitally
signed by
Sherry Manor

Date:
2023.11.09
09:36:37 -05'00'

SHERRY LEE MANOR, PSM - LS# 6961

SKETCH OF DESCRIPTION

RIGHT OF WAY VACATION



SHEET 2 OF 2
SEE SHEET 1 FOR LEGAL DESCRIPTION

CARROLL STREET R/W VACATION

PROJECT No.	210103	DRAWN DATE	2023.11.08
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	C. TRAVIS	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION

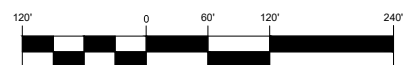


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PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

GRAPHIC SCALE



1 INCH = 120 FEET

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	Christina Perry
Contact Phone:	
Contact Email:	cperry@clermontfl.org
PO Number:	

Date:	11/14/2023
Order Number:	9525911
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	168.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	11/27/2023 - 11/27/2023	Govt Public Notices
LEE dailycommercial.com	1	11/27/2023 - 11/27/2023	Govt Public Notices

Order Confirmation Amount	\$275.44
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Ad Preview

LEGAL NOTICE
Notice is hereby given that the Clermont City Council will consider the following proposed Ordinance for Final Adoption at a public meeting on Tuesday, December 15, 2023 at 6:30 P.M.

AN ORDINANCE NO. 2023-033 OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, CLOSING AND PERMANENTLY ABANDONING A PORTION OF CARROLL STREET RIGHT OF WAY AND OF LAKE DRIVE RIGHT OF WAY, JOHNSON'S REPLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6 PAGE 17, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND MORE PARTICULARLY AS BELOW PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND EFFECTIVE DATE.

LEGAL DESCRIPTION
A PORTION OF CARROLL STREET RIGHT OF WAY AND OF LAKE DRIVE RIGHT OF WAY, JOHNSON'S REPLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6 PAGE 17, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE SOUTHEAST CORNER OF LOT 4, BLOCK 10 OF SAID JOHNSON'S REPLAT, SAID POINT ALSO BEING A POINT ON THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF MINNEOLA AVENUE AND THE WEST RIGHT OF WAY LINE OF LAKE DRIVE, ACCORDING TO SAID PLAT; THENCE NORTH 07°29'00" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 38.27 FEET; THENCE NORTH 1°01'10" EAST, A DISTANCE OF 31.36 FEET; THENCE NORTH 3°26'37" EAST, A DISTANCE OF 40.9 FEET; THENCE NORTH 4°39'40" EAST, A DISTANCE OF 84.1 FEET TO THE INTERSECTION OF SAID WEST RIGHT OF WAY LINE OF LAKE DRIVE AND THE NORTH-EAST-ERLYMOST CORNER OF LOT 2, BLOCK 119, SAID JOHNSON'S REPLAT, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF CARROLL STREET, ACCORDING TO SAID PLAT; THENCE NORTH 0°27'00" WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 24.24 FEET; THENCE NORTH 0°11'10" WEST, A DISTANCE OF 129.44 FEET TO THE POINT OF CURVATURE OF CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 128.00 FEET; THENCE NORTH-WESTERLY 36.29 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°28'19", A CHORD BEARING OF NORTH 41°34'41" WEST AND A CHORD DISTANCE OF 35.39 FEET TO THE NORTHWEST CORNER OF LOT 6, BLOCK 119; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, NORTH 24°35'40" EAST, A DISTANCE OF 0.17 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID CARROLL STREET AND THE SOUTHWEST CORNER OF LOT 12, BLOCK 115, AND A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY 32.14 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°09'40", A CHORD BEARING OF SOUTH 41°40'00" EAST AND A CHORD DISTANCE OF 33.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 0°11'10" EAST, A DISTANCE OF 207.49 FEET; THENCE SOUTH 2°18'19" WEST, A DISTANCE OF 29.42 FEET TO A POINT ON A CURVE CONCAVE SOUTHEAST-ERLY AND HAVING A RADIUS OF 38.00 FEET; THENCE SOUTH-WESTERLY 16.25 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°38'19", A CHORD BEARING OF SOUTH 41°28'39" WEST AND A CHORD DISTANCE OF 146.72 FEET TO THE EAST RIGHT OF WAY LINE OF WEST LAKE DRIVE; THENCE SOUTH 0°25'00" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 38.39 FEET TO THE NORTH RIGHT OF WAY LINE OF MINNEOLA AVENUE AND THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 6, BLOCK 128 OF AFOREMENTIONED PLAT; THENCE NORTH 0°29'00" WEST ALONG SAID EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 6, BLOCK 128, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1.281 ACRES, MORE OR LESS.
All public meetings will be held in the Clermont City Hall, Council Chambers, located at 40 W. Montrose Street, Clermont, FL 34711.

This Ordinance is available for public inspection in the Director of Public Service Department, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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 may 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) 241-7326, at least 48 hours prior to the public hearing.

Tracy Ackroyd Howe, MMC
City Clerk
November 27, 2023
#9525911 11/27/2023



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 12, 2023		
Agenda Item Name		
Ordinance No. 2023-034 <i>Final</i> <i>Planning & Zoning Quorum Ratification</i>		
Requested Action		
Recommend approval of Ordinance 2023-034		
Staff Report		
Staff is proposing to clarify and correct a code amendment that was recently reviewed. Ordinance 2010-01-C adopted by the City Council by action dated January 26, 2010, amended City Code section formerly numbered Section 2-76, reducing the number of members of the Planning and Zoning Commission from 10 to 8 (this number includes one school board member). In addition to the foregoing, the intent of Ordinance 2010-01-C was to adopt an amendment of City Code section, formerly numbered Section 2-81 and renumbered to Section 101-67, reducing the quorum for meetings of the Planning and Zoning Commission from 5 to 4 members as set forth in the published title of Ordinance 2010-01-C. Due to a scrivener's error, the quorum change described above was not stated within the body of the Ordinance, and, therefore, has not been codified into the City Code. It is in the best interest of the City and the public to ratify and confirm the previously adopted change to Section 2-81 renumbered to Section 101-67 of the City Code effective January 26, 2010 by adopting this Ordinance.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord. 2023-034 P&Z Quorum Ratification (11.15.2023)	Ord. 2023-034 P&Z Quorum Ratification (11.15.2023).pdf	
2. Legal Ad	Legal Ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2023-034

1 **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF**
2 **CLERMONT, LAKE COUNTY, FLORIDA, CONFIRMING, CLARIFYING**
3 **AND RATIFYING THE AMENDMENT TO THE CITY CODE ADOPTED**
4 **BY ORDINANCE 2010-01-C AND FURTHER AMENDING RECENTLY**
5 **RENUMBERED ARTICLE II, BOARDS, COMMISSIONS AND**
6 **COMMITTEES, DIVISION 2, PLANNING AND ZONING COMMISSION,**
7 **SECTION 101-67, “QUORUM” TO CONFIRM AND READOPT THE**
8 **QUORUM AS FOUR MEMBERS; PROVIDING FOR CONFLICT,**
9 **SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE**
10 **CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN**
11 **EFFECTIVE DATE.**

12 **WHEREAS,** the Legislature of the State of Florida has, in Chapter 166, Florida Statutes,
13 conferred upon local governments the authority to adopt regulations designed to promote the
14 public health, safety and general welfare of its citizens; and

15 **WHEREAS,** Ordinance 2010-01-C adopted by the City Council by action dated January
16 26, 2010 amended City Code section formerly numbered Section 2-76 reducing the number of
17 members of the Planning and Zoning Commission from 10 to 8; and

18 **WHEREAS,** in addition to the foregoing the intent of Ordinance 2010-01 C was to adopt
19 an amendment of City Code section formerly numbered Section 2-81 renumbered to Section 101-
20 67 reducing the quorum for meetings of the Planning and Zoning Commission from 5 to 4 members
21 as set forth in the published title of Ordinance 2010-01-C; and

22 **WHEREAS,** due to a scrivener’s error, the quorum change described above, was not stated
23 within the body of Ordinance and therefore has not been codified into the City Code; and

24 **WHEREAS,** the City Council determines that it is in the best interest of the City and the
25 public to ratify and confirm the previously adopted change to Section 2-81 renumbered to Section
26 101-67 of the City Code effective January 26, 2010 by adopting this Ordinance.

27 **NOW, THEREFORE, BE IT ORDAINED** and enacted by the City Council of the City
28 of Clermont, Florida that:

29 **SECTION 1: AUTHORITY**

30 The City Council of the City of Clermont has the authority to adopt this Ordinance pursuant to
31 Article VIII of the Constitution of the State of Florida and Chapter 163 and 166, Florida Statutes.

32 **SECTION 2: RECITALS ADOPTED**

33 The above recitals are true and correct, are incorporated herein by reference and form an integral
34 part of the Ordinance.



CITY OF CLERMONT
ORDINANCE NO. 2023-034

SECTION 3: RATIFICATION AND CONFIRMATION

The City Council does hereby ratify and confirm that at the time of its adoption Ordinance 2010-01-C dated January 26, 2010 intended and did reduce the quorum number for meetings of the Planning and Zoning Commission from 5 to 4 members.

SECTION 4:

Section 101-67 of the City Code of the City of Clermont is hereby amended for codification purposes to read as follows (note strikethrough indicates removed words and underlined indicates added):

Sec. 101-67. Quorum.

At any meeting of the planning and zoning commission, a quorum shall consist of ~~five~~four (4) members of the commission. No official action shall be taken in the absence of a quorum, except to adjourn the meeting to a subsequent date.

SECTION 5: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 6: SEVERABILITY

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

SECTION 7: CODIFICATION

The text of Section 4 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.



CITY OF CLERMONT
ORDINANCE NO. 2023-034

61 **SECTION 8: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR**

62 Regardless of whether such inclusion in the Code as described in Section 5 is accomplished,
63 sections of the Ordinance may be re-numbered or re-lettered and the correction of typographical
64 and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or
65 designee, without need of public hearing, by filing a corrected or re-codified copy of same with
66 the City Clerk.

67 **SECTION 9: PUBLICATION AND EFFECTIVE DATE**

68 This Ordinance shall be published as provided by law and it shall become law and shall take effect
69 immediately upon its Second Reading and Final Passage.



CITY OF CLERMONT
ORDINANCE NO. 2023-034

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 12th day of December 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

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	Christina Perry
Contact Phone:	
Contact Email:	cperry@clermontfl.org
PO Number:	

Date:	11/16/2023
Order Number:	9536333
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	68.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	11/27/2023 - 11/27/2023	Govt Public Notices
LEE dailycommercial.com	1	11/27/2023 - 11/27/2023	Govt Public Notices

Order Confirmation Amount

\$117.44

Ad Preview

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider the enactment of the following proposed ordinance at a public hearing on Tuesday, December 12, 2023 at 6:30 PM for the final reading and ordinance adoption.

ORDINANCE NO. 2023-034

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CONFIRMING, CLARIFYING AND RATIFYING THE AMENDMENT TO THE CITY CODE ADOPTED BY ORDINANCE 2010-01-C AND FURTHER AMENDING RECENTLY RENUMBERED ARTICLE II, BOARDS, COMMISSIONS AND COMMITTEES, DIVISION 2, PLANNING AND ZONING COMMISSION, SECTION 101-67, "QUORUM" TO CONFIRM AND READOPT THE QUORUM AS FOUR MEMBERS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

All public meetings will be held in the Clermont City Hall, Council Chambers, located at 685 W. Montrose Street, Clermont, FL 34711.

This Ordinance is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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 may 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

November 27, 2023
Daily Commercial

11/27/2023



CITY OF CLERMONT

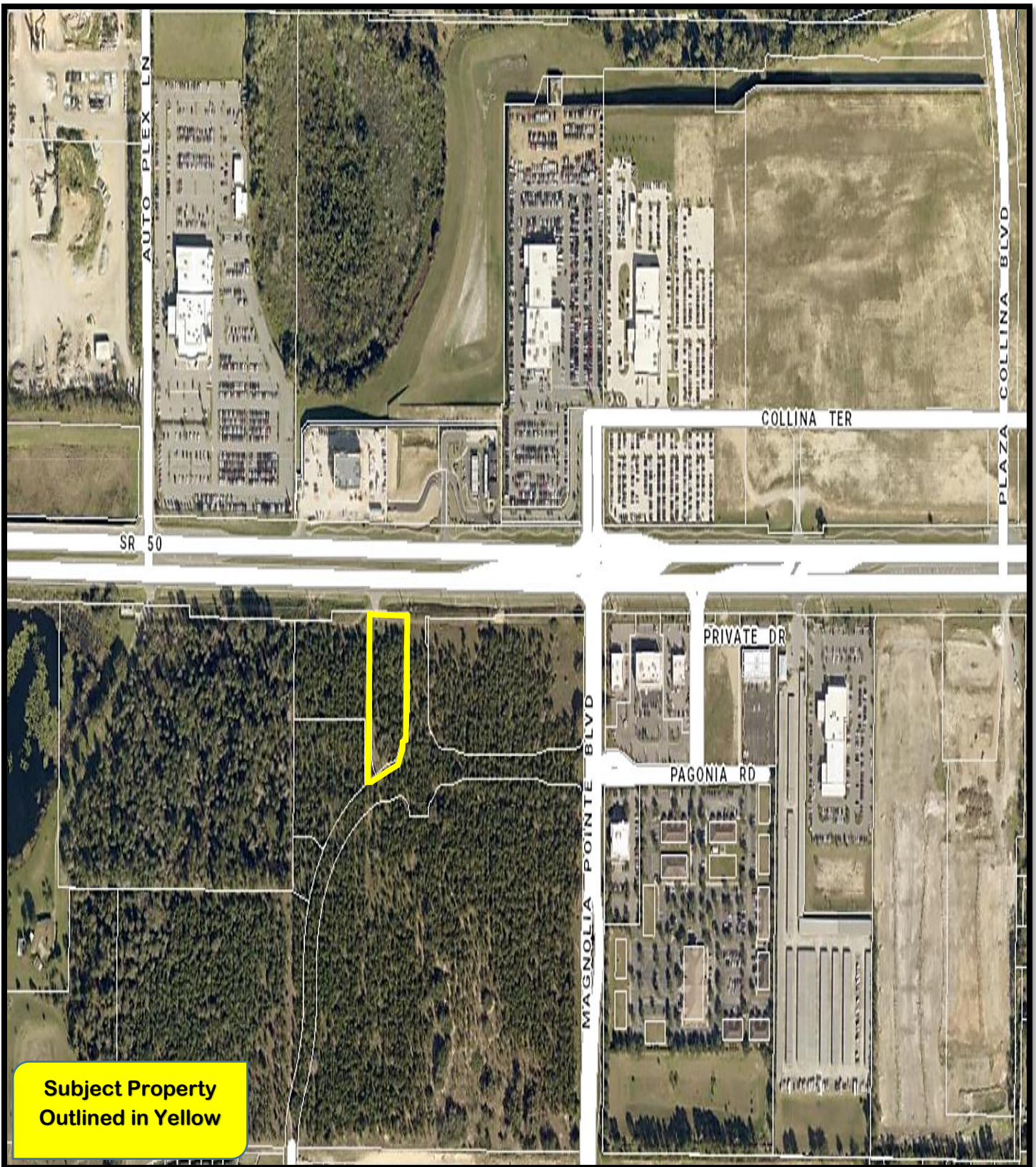
AGENDA ITEM

Page 1 of 2

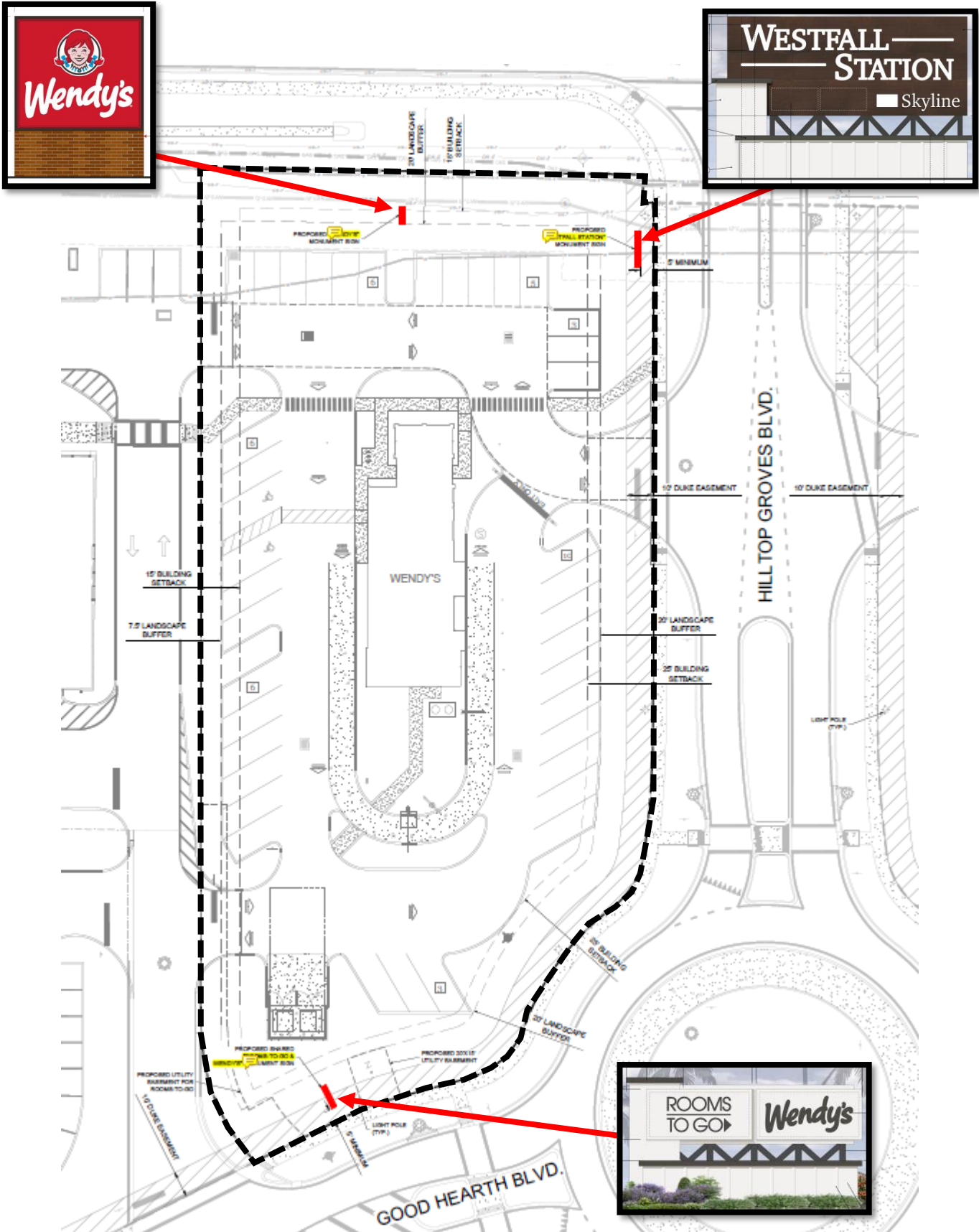
Meeting Date		
Tuesday, December 12, 2023		
Agenda Item Name		
Variance Request <i>Wendy's at John's Lake Landing</i>		
Requested Action		
Recommend denial of requested variances.		
Staff Report		
The applicant is requesting the following two (2) variances to the Land Development Codes: 1. Section 117-15 Permitted Signs - Number of ground signs for Single Occupancy commercial site 2. Section 117-16 Offsite Signs - Allow two offsite signs The applicant is requesting (2) two variances to the Land Development Regulations Section 117-15 Permitted Signs and 117-16 Off-Site Signs for a vacant parcel located on the south side of State Road 50 and West of Magnolia Pointe Boulevard. The applicant is proposing the development of a Wendy's Restaurant located in the John Lake Landing Planned Unit Development (PUD). On April 11, 2023, the City annexed the parcel into the Clermont boundaries. The property is part of a Master Planned Development that will be called "Westfall Station", which includes apartments, restaurants, retail and other commercial businesses. The variance request is to allow for more than one ground sign on the Wendy's parcel. The total copy area of each sign would comply with the code. The proposed signage would allow for three ground signs on the Wendy's parcel. The proposed ground sign located off State Road 50 could meet the code requirements. Therefore, no variance is required for the Wendy's sign. As for the Westfall Station sign and the Rooms to Go (RTG)/Wendy's sign, these would be considered off-site signage since Wendy's is the only user of the parcel. These 2 signs require a variance in order to be placed at this location. The size of these signs and setbacks will meet the City's requirements. It is the additional signage on this parcel that is triggering the variance requests. If the RTG/Wendy's sign was only for Wendy's, then this sign would be allowed since it fronts a secondary frontage. Section 86-174 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does not meet a positive finding on all five review criteria. Therefore, staff recommends denial of the variance request to the code.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Location Map	Location Map.pdf	
2. Sign Locations	Sign Locations.pdf	
3. 04 Sign Plan	04 Sign Plan.pdf	
4. 06 Map_Alta Survey	06 Map_Alta Survey.pdf	
5. 05 Sign Table	05 Sign Table.pdf	
6. 01 Application	01 Application.pdf	
7. 01a Justification Statement_PKY Clermont	01a Justification Statement_PKY Clermont.pdf	

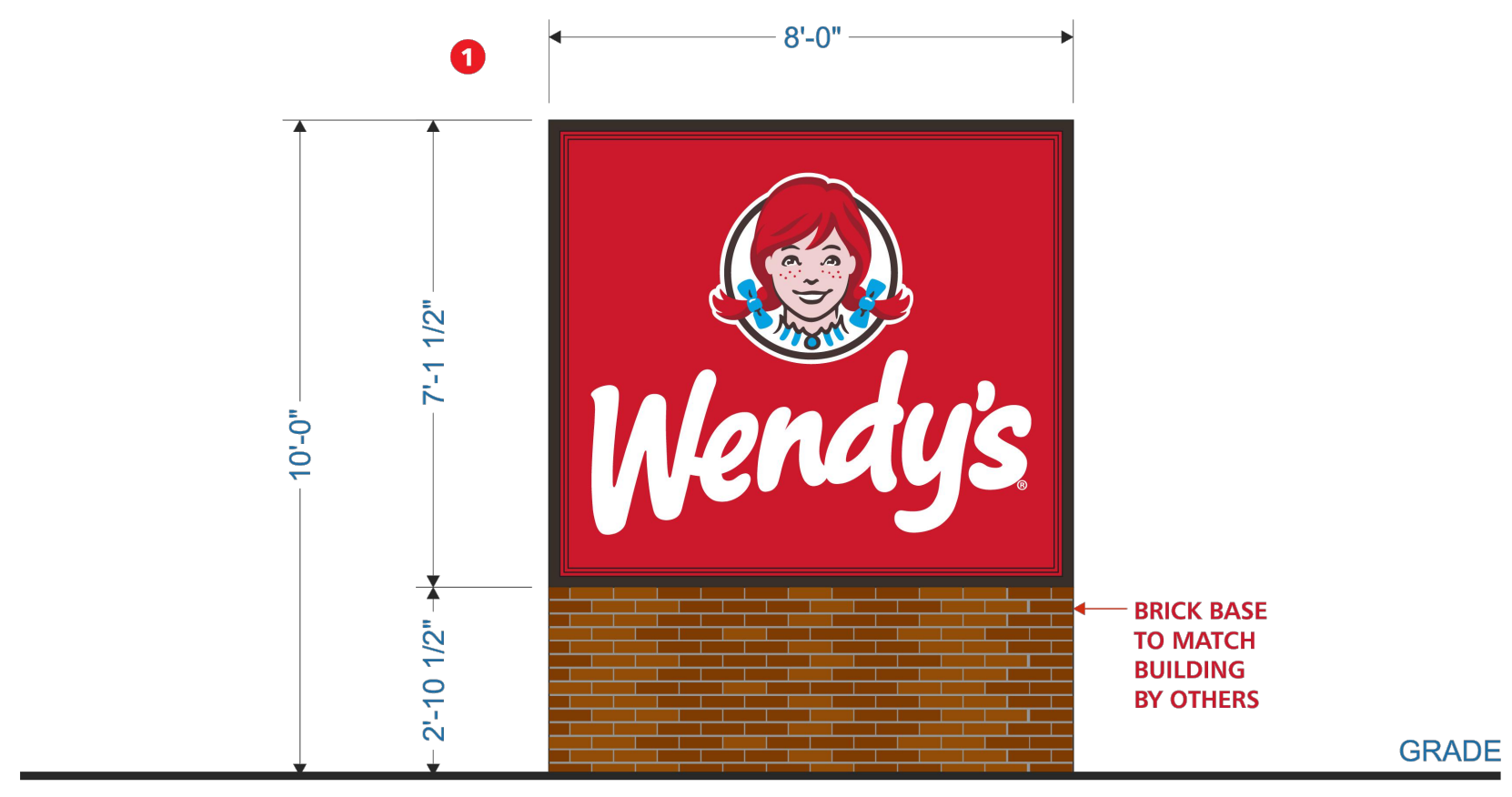
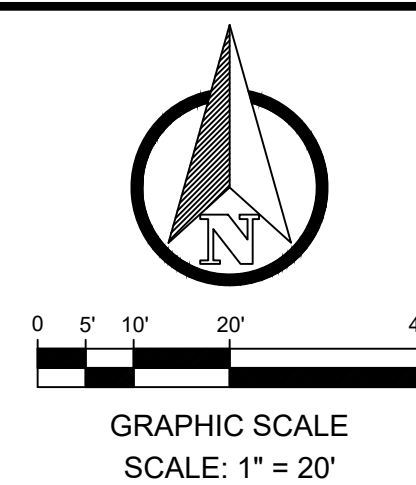
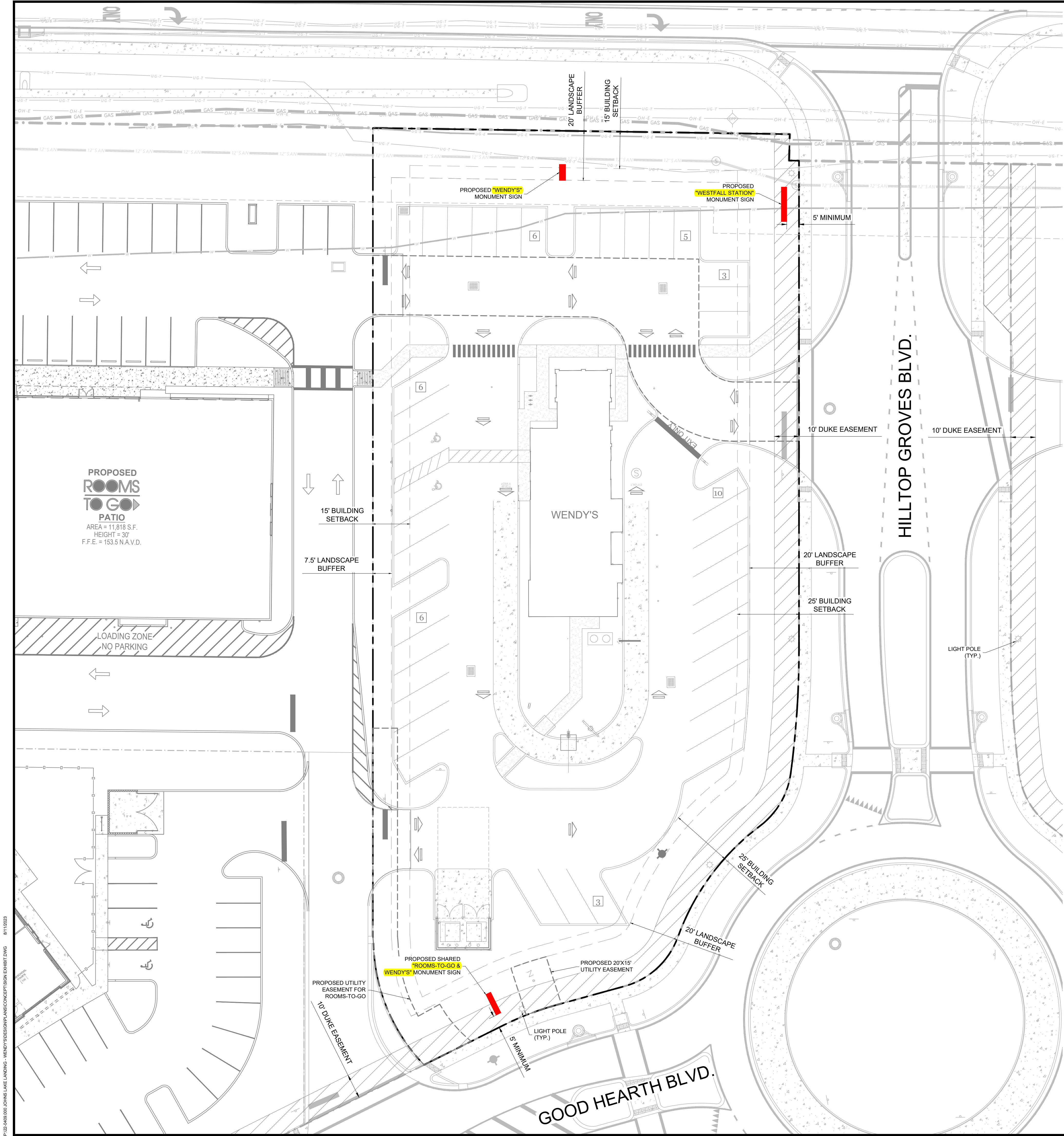
8.	New 101-246 Review Criteria- Wendy's Sign-VAR	New 101-246 Review Criteria- Wendy's Sign-VAR.pdf
9.	Legal Ad	Legal Ad & Invoice.pdf

LOCATION MAP



Wendy's Sign Variance Locations

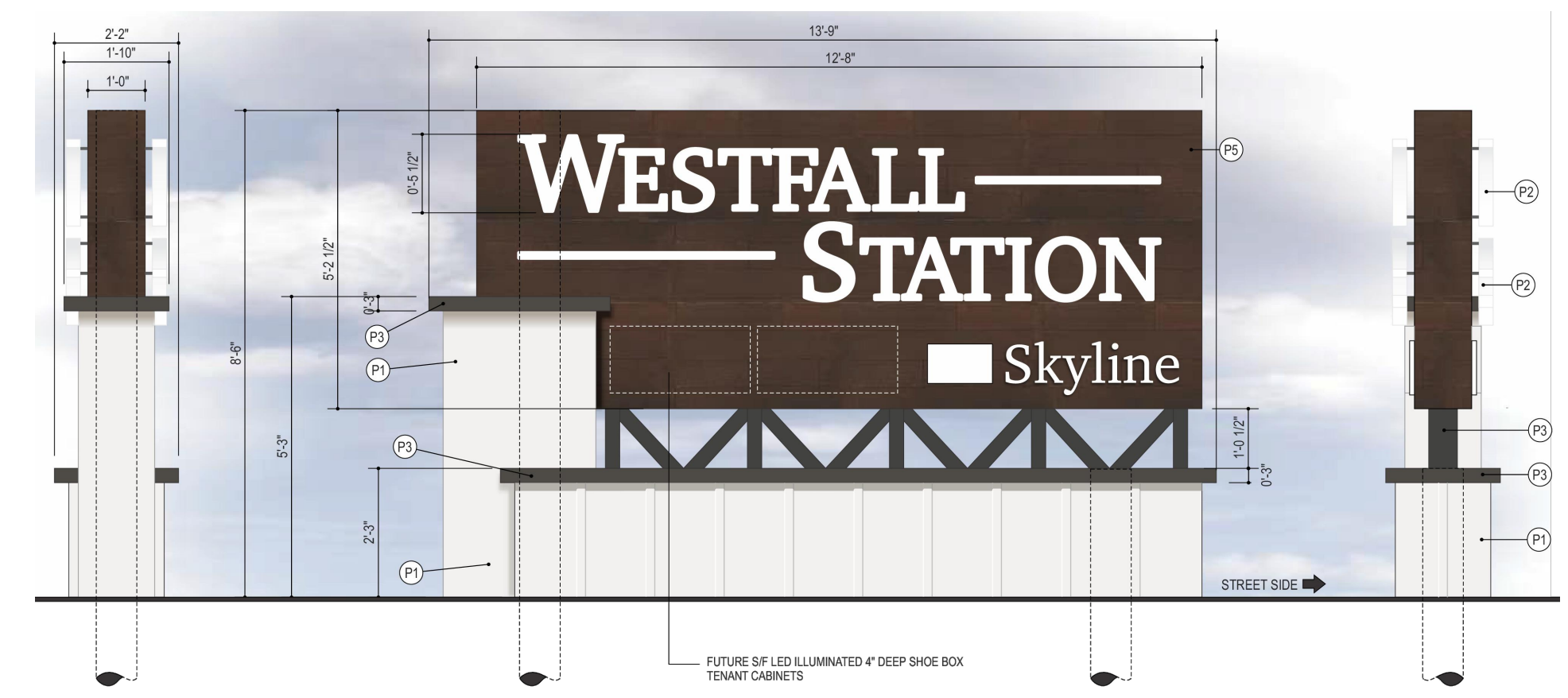




WENDY'S MONUMENT SIGN
(WENDY'S SIGN IS NOT INCLUDED IN VARIANCE APPLICATION. SIGN LOCATION AND DESIGN ARE SUBJECT TO CHANGE. THE FINAL SIGN LOCATION AND DESIGN WILL MEET LAND DEVELOPMENT CODE.)



ROOMS TO GO/ WENDY'S MONUMENT SIGN



WESTFALL STATION MONUMENT SIGN



KPMFranklin
ENGINEERS • PLANNERS • SURVEYORS

6300 HAZELTINE NATIONAL DR.
STE. 118 ORLANDO, FL 32822
PHONE (407)410-8624 COA 32059

ISSUE NO.	DATE	STATUS
1	7/1/2023	CONSTRUCTION PLANS
2	7/1/2023	
3	7/1/2023	
4	7/1/2023	
5	7/1/2023	
6	7/1/2023	
7	7/1/2023	
8	7/1/2023	
9	7/1/2023	
10	7/1/2023	

PROPOSED SIGN LOCATION EXHIBIT

WENDY'S
AT JOHN'S LAKE LANDING

CAUTION

0 1/2 1

IF THIS SCALE BAR DOES NOT MEASURE 1" THE DOCUMENT IS NOT TO SCALE

JOB NO. 22-0409-000

DESIGN DATE: 11/15/2022

DESIGNED BY: GELALIA

DRAWN BY: NANCY

APPROVED BY: BOON

SHEET NO. EX

MAP OF ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY

OF
A PARCEL OF LAND LYING WITHIN A PORTION OF SECTIONS 25 & 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA
STATE ROAD NO. 50, CLERMONT, FL 34711
SHEET 1 OF 3

ALTA/NSPS TABLE A ITEMS:

- MONUMENTS PLACED (OR A REFERENCE MONUMENT OR WITNESS TO THE CORNER) AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE SURVEYED PROPERTY, UNLESS ALREADY MARKED OR REFERENCED BY EXISTING MONUMENTS OR WITNESSES IN CLOSE PROXIMITY TO THE CORNER. **(SHOWN ON MAP OF SURVEY)**
- ADDRESS(ES) OF THE SURVEYED PROPERTY IF DISCLOSED IN DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR, OR OBSERVED WHILE CONDUCTING THE FIELDWORK. **(SHOWN ON MAP OF SURVEY)**
- FLOOD ZONE CLASSIFICATION (WITH PROPER ANNOTATION BASED ON FEDERAL FLOOD INSURANCE RATE MAPS OR THE STATE OR LOCAL EQUIVALENT) DEPICTED BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY. **(SHOWN ON MAP OF SURVEY, SEE SURVEYOR'S NOTE NO. 13)**
- GROSS LAND AREA (AND OTHER AREAS IF SPECIFIED BY THE CLIENT). **(SHOWN ON MAP OF SURVEY)**
- (A) IF THE CURRENT ZONING CLASSIFICATION, SETBACK REQUIREMENTS, THE HEIGHT AND FLOOR SPACE AREA RESTRICTIONS, AND PARKING REQUIREMENTS SPECIFIC TO THE SURVEYED PROPERTY ARE SET FORTH IN A ZONING REPORT OR LETTER PROVIDED TO THE SURVEYOR BY THE CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE, LIST THE ABOVE ITEMS ON THE PLAT OR MAP AND IDENTIFY THE DATE AND SOURCE OF THE REPORT OR LETTER. **(NONE PROVIDED)**

(B) IF THE ZONING SETBACK REQUIREMENTS SPECIFIC TO THE SURVEYED PROPERTY ARE SET FORTH IN A ZONING REPORT OR LETTER PROVIDED TO THE SURVEYOR BY THE CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE, AND IF THOSE REQUIREMENTS DO NOT REQUIRE AN INTERPRETATION BY THE SURVEYOR, GRAPHICALLY DEPICT THOSE REQUIREMENTS ON THE PLAT OR MAP AND IDENTIFY THE DATE AND SOURCE OF THE REPORT OR LETTER. **(NONE PROVIDED)**
- (a) EXTERIOR DIMENSIONS OF ALL BUILDINGS AT GROUND LEVEL. **(NONE OBSERVED AT DATE OF FIELDWORK)**
- SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK (IN ADDITION TO THE IMPROVEMENTS AND FEATURES REQUIRED PURSUANT TO SECTION 5 ABOVE) (E.G., PARKING LOTS, BILLBOARDS, SIGNS, SWIMMING POOLS, LANDSCAPED AREAS, SUBSTANTIAL AREAS OF REFUSE). **(SHOWN ON MAP OF SURVEY)**
- NUMBER AND TYPE (E.G., DISABLED, MOTORCYCLE, REGULAR, AND OTHER MARKED SPECIALIZED TYPES) OF CLEARLY IDENTIFIABLE PARKING SPACES ON SURFACE PARKING AREAS, LOTS, AND IN PARKING STRUCTURES. STRIPING OF CLEARLY IDENTIFIABLE PARKING SPACES ON SURFACE PARKING AREAS AND LOTS. **(NONE OBSERVED AT DATE OF FIELDWORK)**
- EVIDENCE OF UNDERGROUND UTILITIES EXISTING ON OR SERVING THE SURVEYED PROPERTY (IN ADDITION TO THE OBSERVED EVIDENCE OF UTILITIES REQUIRED PURSUANT TO SECTION 5 ABOVE):
(A) PLANS AND/OR REPORTS PROVIDED BY CLIENT (WITH REFERENCE AS TO THE SOURCES OF INFORMATION)
(UNDERGROUND UTILITIES MARKED BY WANTMAN GROUP, INC. AND FIELD LOCATED BY THIS FIRM, SHOWN ON MAP SURVEY)
- NAMES OF ADJOINING OWNERS ACCORDING TO CURRENT TAX RECORDS. IF MORE THAN ONE OWNER, IDENTIFY THE FIRST OWNER'S NAME LISTED IN THE TAX RECORDS FOLLOWED BY "ET AL." **(SHOWN ON MAP OF SURVEY)**
- PROPOSED CHANGES IN STREET RIGHT OF WAY LINES, IF SUCH INFORMATION IS MADE AVAILABLE TO THE SURVEYOR BY THE CONTROLLING JURISDICTION. EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK. **(SHOWN ON MAP OF SURVEY)**

SCHEDULE B-II:

FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NUMBER: NCS-1144116-ORL
ISSUING OFFICE/FILE NUMBER: NCS-1144116-ORL
COMMITMENT DATE: AUGUST 17, 2022 @ 7:30AM

THE POLICY WILL NOT INSURE AGAINST LOSS OR DAMAGE RESULTING FROM THE TERMS AND PROVISIONS OF ANY LEASE OR EASEMENT IDENTIFIED IN SCHEDULE A, AND WILL INCLUDE THE FOLLOWING EXCEPTIONS UNLESS CLEARED TO THE SATISFACTION OF THE COMPANY:

- DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.
- ANY RIGHTS, INTERESTS, OR CLAIMS OF PARTIES IN POSSESSION OF THE LAND NOT SHOWN BY THE PUBLIC RECORDS. **(NOT A SURVEY MATTER)**
- ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. **(SEE POTENTIAL FENCE ENCROACHMENT ALONG NORTH BOUNDARY LINE)**
- ANY LIEN OR RIGHT TO A LIEN FOR SERVICES, LABOR, MATERIAL OR EQUIPMENT, UNLESS SUCH LIEN IS SHOWN BY THE PUBLIC RECORDS AT DATE OF POLICY AND NOT OTHERWISE EXCEPTED FROM COVERAGE HEREIN. **(NOT A SURVEY MATTER)**
- ANY DISPUTE AS TO THE BOUNDARIES CAUSED BY A CHANGE IN THE LOCATION OF ANY WATER BODY WITHIN OR ADJACENT TO THE LAND PRIOR TO DATE OF POLICY, AND ANY ADVERSE CLAIM TO ALL OR PART OF THE LAND THAT IS, AT DATE OF POLICY, OR WAS PREVIOUSLY UNDER WATER. **(NONE KNOWN OR PROVIDED TO THIS SURVEYOR)**
- TAXES OR SPECIAL ASSESSMENTS NOT SHOWN AS LIENS IN THE PUBLIC RECORDS OR IN THE RECORDS OF THE LOCAL TAX COLLECTING AUTHORITY, AT DATE OF POLICY. **(NOT A SURVEY MATTER)**
- ANY MINERALS OR MINERAL RIGHTS LEASED, GRANTED OR RETAINED BY CURRENT OR PRIOR OWNERS. **(NOT A SURVEY MATTER)**
- TAXES AND ASSESSMENTS FOR THE YEAR 2022 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE. **(NOT A SURVEY MATTER)**
- EASEMENT RESERVATION AS SET FORTH IN WARRANTY DEED RECORDED JANUARY 19, 1959, RECORDED IN BOOK 73, PAGE 589. **(DOES NOT AFFECT SUBJECT PARCEL)**
- EASEMENT FOR UTILITIES IN FAVOR OF CITY OF CLERMONT, RECORDED FEBRUARY 6, 1998, RECORDED IN BOOK 1582, PAGE 403. **(SHOWN ON MAP OF SURVEY)**
- STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PROJECT RESOLUTION FOR STATE HIGHWAY SYSTEM PROJECTS RECORDED MARCH 2, 2005 IN BOOK 2769, PAGE 1038. **(RESOLUTION - NOT A SURVEY MATTER)**
- THIS ITEM HAS BEEN INTENTIONALLY DELETED.
- THIS ITEM HAS BEEN INTENTIONALLY DELETED.

- ORDINANCE #2012-7 RECORDED MARCH 19, 2012 IN BOOK 4138, PAGE 52 **(ORDINANCE - NOT A SURVEY MATTER)**

- EASEMENT FOR UNDERGROUND UTILITY EASEMENT AGREEMENT FROM JOHN'S LAKE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, RECORDED APRIL 19, 2013, RECORDED IN BOOK 4311, PAGE 1674. **(AGREEMENT - NOT A SURVEY MATTER)**

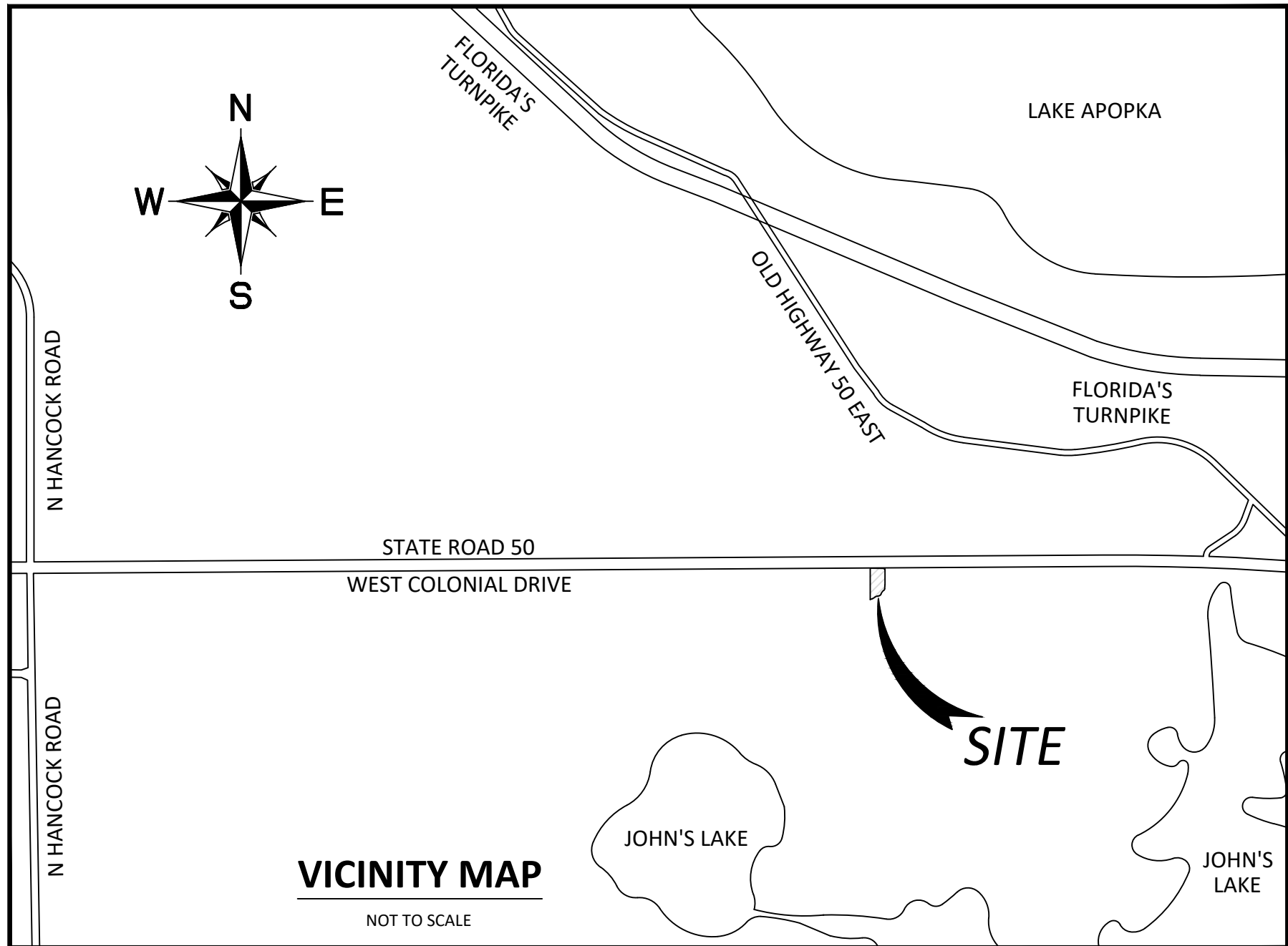
- BOARD OF COUNTY COMMISSIONERS ORDINANCE NO. 2021-32 (JOHN'S LAKE LANDING PUD) RECORDED OCTOBER 28, 2021 IN BOOK 5824, PAGE 1074. **(ORDINANCE - NOT A SURVEY MATTER)**

- NOTICE OF ENVIRONMENTAL RESOURCE PERMIT RECORDED DECEMBER 14, 2021 IN BOOK 5856, PAGE 2097. **(NOTICE - NOT A SURVEY MATTER)**

- ACCESS, UTILITY, AND SIGNAGE EASEMENT AGREEMENT RECORDED JULY 12, 2022, BETWEEN CRA-MAR GROVWS, INC., A FLORIDA CORPORATION AND PKY CLERMONT OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY IN BOOK 5990, PAGE 1413. **(SHOWN ON MAP OF SURVEY)**

- TERMS AND CONDITIONS OF ANY EXISTING UNRECORDED LEASE(S), AND ALL RIGHTS OF LESSEE(S) AND ANY PARTIES CLAIMING THROUGH THE LESSEE(S) UNDER THE LEASE(S).

NOTE: ALL OF THE RECORDING INFORMATION CONTAINED HEREIN REFERS TO THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, UNLESS OTHERWISE INDICATED. ANY REFERENCE HEREIN TO A BOOK AND PAGE IS A REFERENCE TO THE OFFICIAL RECORD BOOKS OF SAID COUNTY, UNLESS INDICATED TO THE CONTRARY.



LEGAL DESCRIPTION:

FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NUMBER: NCS-1144116-ORL
ISSUING OFFICE/FILE NUMBER: NCS-1144116-ORL
COMMITMENT DATE: AUGUST 17, 2022 @ 7:30AM

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF THAT PART OF TRACTS 31 AND 32, MAP OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 52, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

THE SOUTH 596.5 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LESS THE NORTH 243 FEET OF THE WEST 300 FEET THEREOF.

TOGETHER WITH:

THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LESS ROAD RIGHT-OF-WAY FOR STATE HIGHWAY 50 AND MAGNOLIA POINTE BOULEVARD, LAKE COUNTY FLORIDA.

WITH:

THE WEST 1/2 OF THE SW 1/4 OF THE NW 1/4 OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LESS RIGHT-OF-WAY FOR STATE ROAD 50, A/K/A LOTS 24 AND 25, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR STATE ROAD 50.

SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF A PARCEL OF LAND SITUATE IN LOT 24, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"x4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE WEST LINE OF SAID SECTION 25, NORTH 0°41'28" EAST, 596.74 FEET, TO A 1/2" IRON ROD AND CAP (PLS 1781); THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 631.65 FEET, TO A 1/2" IRON ROD (NO IDENTIFICATION) SITUATE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLONIAL DRIVE (STATE ROAD 50, RIGHT-OF-WAY WIDTH VARIES PER FDOT SECTION #11070 F.P. NO. 238429 4); THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES: SOUTH 89°08'59" EAST, 171.25 FEET, TO A 5/8" IRON ROD AND CAP (LB 6605); NORTH 0°51'09" EAST, 25.00 FEET, TO A 5/8" IRON ROD AND CAP (LB 6605); SOUTH 89°08'57" EAST, 180.43 FEET, TO THE POINT OF BEGINNING; THENCE, CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES: SOUTH 89°08'57" EAST, 169.29 FEET, TO A 1/2" IRON ROD (NO IDENTIFICATION); SOUTH 1°32'52" WEST, 10.70 FEET, TO A 5/8" IRON ROD AND CAP (FDOT); SOUTH 89°05'46" EAST, 4.02 FEET; THENCE, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 00°00'00" EAST, 198.47 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE WEST, HAVING A RADIUS OF 376.00 FEET, A CENTRAL ANGLE OF 7°40'29" AND AN ARC LENGTH OF 50.37 FEET (CHORD: SOUTH 03°50'15" WEST, 50.32); TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 45°24'37" AND AN ARC LENGTH OF 25.36 FEET (CHORD: SOUTH 30°22'48" WEST, 24.70); TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 33°12'51" AND AN ARC LENGTH OF 56.81 FEET (CHORD: SOUTH 36°28'41" WEST, 56.02); TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 54°45'56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: SOUTH 47°15'13" WEST, 29.44); TO A POINT OF TANGENCY; THENCE, SOUTH 74°38'11" WEST, 28.82 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 11°00'23" AND AN ARC LENGTH OF 22.98 FEET (CHORD: SOUTH 69°03'30" WEST, 22.94); TO A POINT OF TANGENCY; THENCE, SOUTH 63°28'48" WEST, 36.01 FEET, TO A POINT ON A CURVE; THENCE, ALONG SAID CURVE TO THE RIGHT CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 73.07 FEET, A CENTRAL ANGLE OF 42°47'46" AND AN ARC LENGTH OF 54.58 FEET (CHORD: NORTH 22°39'00" WEST, 53.32); TO A POINT OF TANGENCY; THENCE, LEAVING SAID CURVE, NORTH 4°45'49" WEST, 3.01 FEET; THENCE, NORTH 0°00'00" EAST, 328.00 FEET, TO THE POINT OF BEGINNING

ABBREVIATIONS LEGEND:

ADJ	ADJUSTED	NT	NONE-TANGENT
ALTA	AMERICAN LAND TITLE ASSOCIATION	ORB	OFFICIAL RECORDS BOOK
(C)	CALCULATED DATA	NSPS	NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
COA	CERTIFICATE OF AUTHORIZATION	P.B.	PLAT BOOK
CONC	CONCRETE	PC	POINT OF CURVATURE
(D)	TITLE DESCRIPTION DATA	PCC	POINT OF COMPOUND CURVATURE
E.D.M.	ELECTRONIC DISTANCE MEASUREMENT	PLS	PROFESSIONAL LICENSED SURVEYOR
EL/ELEV	ELEVATION	PRC	POINT OF REVERSE CURVATURE
ENCR	ENCROACHMENT	PT	POINT OF TANGENCY
FAC	FLORIDA ADMINISTRATIVE CODE	PUD	PLANNED UNIT DEVELOPMENT
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	SEC	SECTION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	S.U.E.	SUBSURFACE UTILITY EXPLORATION
F.P.	FEDERAL PROJECT	U.S.	UNITED STATES
G.P.R.	GROUND PENETRATING RADAR	A	CENTRAL ANGLE
GPS	GLOBAL POSITIONING SYSTEM	R	RADIUS
ID	IDENTIFICATION	L	ARC LENGTH
INV	INVERT	CB	CHORD BEARING
IS	LICENSED BUSINESS	C	CHORD DISTANCE
(M)	LICENSED SURVEYOR		
NAD	MEASURED DATA		
NO.	NORTH AMERICAN DATUM NUMBER		

SYMBOLS LEGEND:

	CONCRETE UTILITY POLE		SITE BENCHMARK
	SIGN		MITERED END SECTION
	SANITARY MANHOLE		SCHEDULE BII ITEM
	UNDERGROUND GAS LINE		ASPHALT SURFACE
	UNDERGROUND CABLE TELEVISION LINE		CONCRETE SURFACE
	UNDERGROUND STORM DRAIN PIPE		
	OVERHEAD UTILITY LINE		

SURVEYOR'S NOTES:

- PLAT AND DEED BEARINGS AND DISTANCES SHOWN HEREON ARE RELATIVE TO THE LEGAL DESCRIPTION PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY.
- FIELD BEARINGS AND DISTANCES ARE BASED ON STATE PLANE GRID. THE BEARING BASE IS ALONG THE WEST LINE OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, BETWEEN FOUND MONUMENTATION (BEARING BASE: NORTH 0°39'58" EAST).
- THIS IS A BOUNDARY AND TOPOGRAPHIC SURVEY, AS DEFINED IN CHAPTER 51-17.050(11) OF THE FLORIDA ADMINISTRATIVE CODE (FAC). MORE SPECIFICALLY THE PURPOSE OF THIS SURVEY IS TO CONVEY AN ALTA/NSPS SURVEY OF THE PARCEL BOUNDARY, AND LOCATE ITS IMPROVEMENTS TOPOGRAPHICALLY. THE REQUIREMENTS FOR AN ALTA/NSPS SURVEY ARE DEFINED IN THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS" (EFFECTIVE FEBRUARY 23, 2021).
- THE ACCURACY STANDARD USED FOR HORIZONTAL CONTROL FOR THIS SURVEY EXCEEDS A MINIMUM RELATIVE DISTANCE OF 1 FOOT IN 10,000 FEET. ("STANDARDS OF PRACTICE (51-17.051 FAC)" PURSUANT TO SECTION 472.027, FLORIDA STATUTES)
- THE HORIZONTAL CONTROL NETWORK WAS COMPLETED UTILIZING A SPECTRA PRECISION SOKKIA GRX 2 GNSS RECEIVER. THE CONTROL FOR THIS SURVEY IS BASED ON REDUNDANT RTK (REAL TIME KINEMATICS) OBSERVATIONS BASED ON FFRN (FLORIDA PERMANENT REFERENCE NETWORK).
 - THE REDUNDANT RTK (REAL TIME KINEMATICS) OBSERVATIONS WERE PERFORMED TO ESTABLISH THE PRIMARY NETWORK CONTROL. THE OBSERVATIONS WERE PERFORMED ON OCTOBER 12, 2020.
 - A FIELD TRAVERSE WAS USED TO ESTABLISH INTERMITTENT CONTROL BETWEEN THE GPS POINTS.
 - HORIZONTAL CONTROL IS BASED ON FLORIDA STATE PLANE COORDINATE EAST (901) NAD (NORTH AMERICAN DATUM) 1983/2011ADJ.
- ALL DISTANCES WERE MEASURED WITH E.D.M. EQUIPMENT AND HAVE BEEN ADJUSTED FOR TEMPERATURE.
- ALL SURFACE DATA SHOWN HEREON WAS DERIVED FROM A PHOTOGRAMMETRIC POINT CLOUD PROVIDED BY GPI GEOSPATIAL, INC. ELEVATIONS SHOWN HEREON ARE DISPLAYED AT 1' MINOR, 5' MAJOR CONTOUR INTERVALS AND ARE CERTIFIED TRUE AND CORRECT TO THE APPLICABLE DTM STANDARD OF 0.2' FOR SAID INTERVALS.
- ONE-FOOT CONTOUR INTERVALS ARE SHOWN HEREON.
- PROPERTY LINES SHOWN HEREON WERE COMPUTED FROM THE EXISTING PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND ARE BASED ON FOUND MONUMENTATION. MONUMENT SYMBOLS ARE NOT TO SCALE.
- SURVEYOR'S LIABILITY FOR THE DOCUMENT SHALL BE LIMITED TO THE ORIGINAL PURCHASER AND DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITIES WITHOUT AN EXPRESSED RE-CERTIFICATION BY WHOSE SIGNATURE APPEARS UPON THE SURVEY.
- UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS, IF ANY, WERE MARKED BY WANTMAN GROUP, INC. UTILIZING S.U.E. (SUBSURFACE UTILITY EXPLORATION) AND G.P.R. (GROUND PENETRATING RADAR) AND FIELD LOCATED BY THIS FIRM.
- ABOVE GROUND UTILITIES SHOWN WERE LOCATED BY FIELD OBSERVATIONS. UTILITIES SYMBOLS ARE NOT TO SCALE.
- THIS PROPERTY LIES WITHIN ZONE "X" OF THE CURRENT FEMA FLOOD INSURANCE RATE MAPS AND IS REFLECTED ON THE SURVEY. THE MAP IDENTIFICATION IS MAP NUMBER 12069C0595E, WITH AN EFFECTIVE DATE OF DECEMBER 18, 2012.
- PRIOR TO ANY CONSTRUCTION, EXCAVATION OR ANY DISTURBANCE OF THE EXISTING GROUND ELEVATION, THE OWNER AND / OR CONTRACTOR SHOULD ASSUME RESPONSIBILITY OF CONTACTING THE LOCAL UTILITY AUTHORITIES FOR EXACT LOCATION OF UNDERGROUND GAS LINES, TELEPHONE LINES, ELECTRIC CABLES, WATER LINES, ETC. TO AVOID ANY HAZARD OR CONFLICT.
- THIS SURVEY DOES NOT INCLUDE THE LOCATION OF ANY POSSIBLE WETLAND OR JURISDICTIONAL BOUNDARIES, OR ENDANGERED SPECIES LANDS.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS SURVEY MAP MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED INFORMATION.
- DIMENSIONS SHOWN HEREON ARE IN U.S. STANDARD FEET AND DECIMALS THEREOF.
- THE OWNERSHIP OF FENCES IS UNKNOWN TO THIS SURVEYOR. POTENTIAL FENCE ENCROACHMENT SHOWN HEREON.

PROJECT INFORMATION:

FIELD DATE: 06/22/2022
PARTY CHIEF: RM/WY
DRAWN BY: MWH/JTP/CLM
CHECKED BY: DRH/MWH
APPROVED BY: MWH
JOB NUMBER: 21-0454.000
DWG: 21-0454.000 Johns Lake Wendys ALTA.dwg
DRAWING DATE: 10/05/2022

SURVEYOR'S CERTIFICATE:

PKY CLERMONT OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY
FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES TABLE A ITEMS 1, 2, 3, 4, 6(b), 6(a), 7(a), 8, 9, 11(a), 13, AND 17. THE FIELD WORK WAS COMPLETED ON 6/22/2022.

DATE OF MAP 9/13/2022

MITCHEL W. HILL
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER LS7374
NOT VALID WITHOUT THE ORIGINAL SIGNATURE & RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER. PDF FORMAT COPIES DIGITALLY SIGNED BY THE LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER USING A THIRD PARTY DIGITAL SIGNATURE SERVICE ARE ACCEPTABLE. PAPER COPIES WITHOUT ORIGINAL SIGNATURE AND SEAL ARE NOT VALID.



REV. NO.	DATE	REV. NO.	DATE	REV. NO.	DATE	REV. NO.	DATE
8		7		6		5	
4		3		2		1	

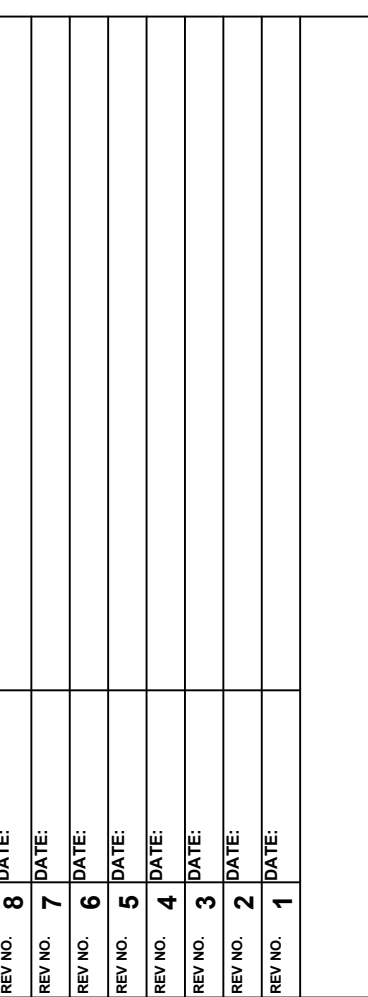
REV. NO.	DATE	REV. NO.	DATE	REV. NO.	DATE	REV. NO.	DATE
10		9		8		7	
6		5		4		3	
2		1					

MAP OF ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY	JOHN'S LAKE - WENDY'S
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CAUTION
IF THIS SCALE BAR DOES NOT MEASURE 1" THE DOCUMENT IS NOT TO SCALE

DATE:	01/28/2022
JOB NO:	21-0454.000
REGION:	
DRAWN:	MWH/JTP
APPROVED:	MWH
SHEET NO:	1 OF 3
REV:	

OF
A PARCEL OF LAND LYING WITHIN A PORTION OF
OF SECTIONS 25 & 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST,
LAKE COUNTY, FLORIDA
SHEET 2 OF 3
NOT VALID WITHOUT ALL SHEETS

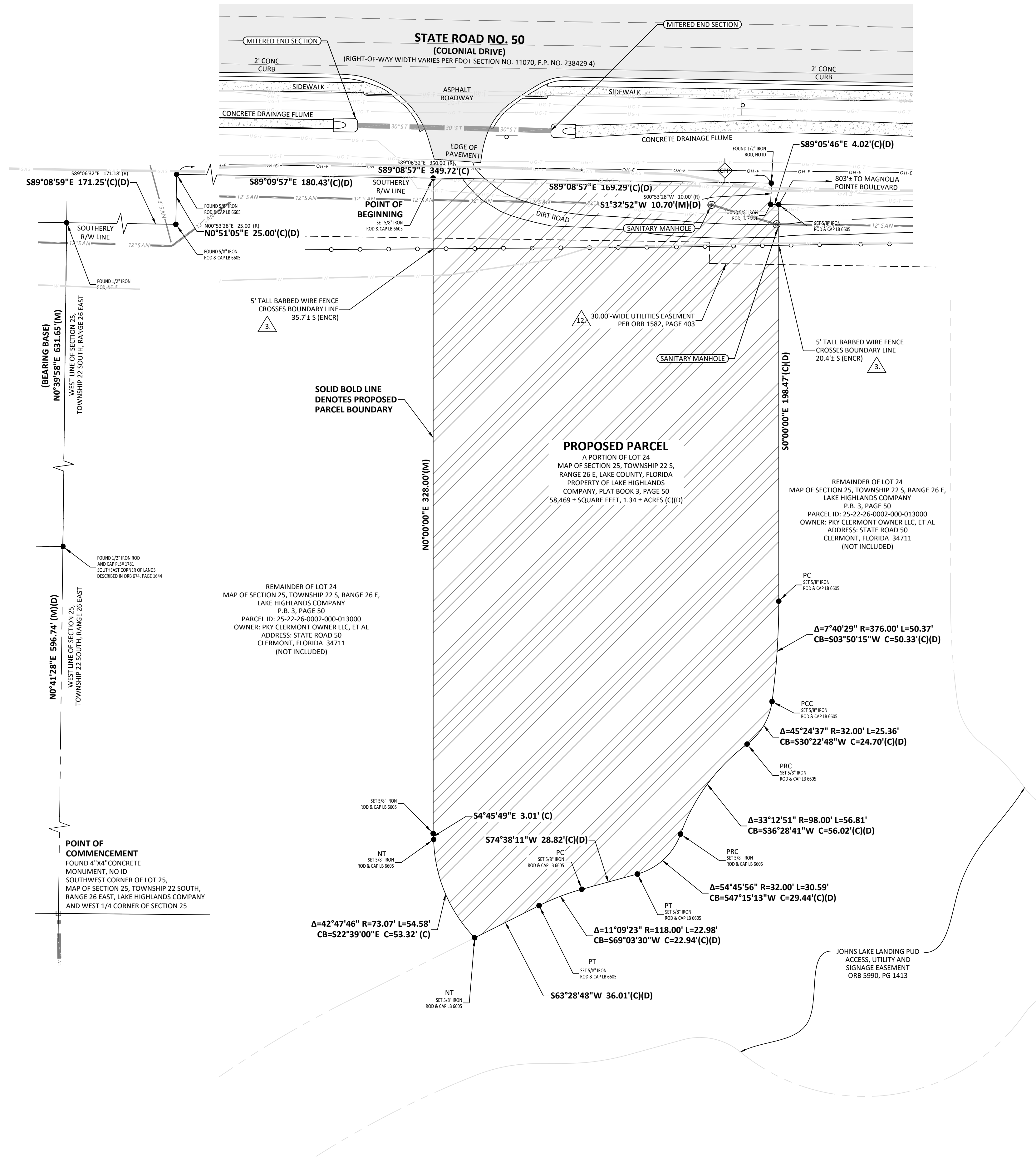
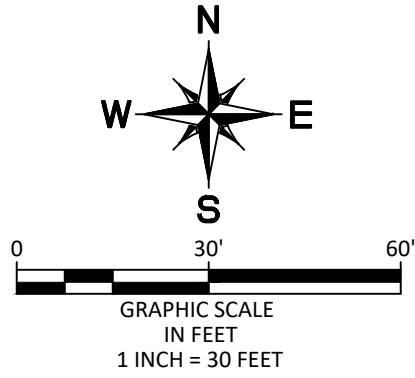


MAP OF ALTA/NSPS LAND TITLE SURVEY	JOHN'S LAKE - WENDY'S
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DATE:	05-11-22	
JOB NO:	22-0154.000	
DESIGN:		
DRAWN:	AR	
APPROVED:	MWH	
SHEET NO:	2 OF 3 of 3	REV:

MAP OF ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY

OF
A PARCEL OF LAND LYING WITHIN A PORTION OF SECTIONS 25 & 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA
STATE ROAD NO. 50, CLERMONT, FL 34711
SHEET 1 OF 3



KPMFranklin
ENGINEERS • PLANNERS • SURVEYORS

1012 EMMET STREET, SUITE A
KISSIMMEE, FL 32741
PHONE (407) 846-1216
COA 32059 LB 6605

REV. NO.	8	DATE:
REV. NO.	7	DATE:
REV. NO.	6	DATE:
REV. NO.	5	DATE:
REV. NO.	4	DATE:
REV. NO.	3	DATE:
REV. NO.	2	DATE:
REV. NO.	1	DATE:

REV. NO.	10	DATE:
REV. NO.	9	DATE:
REV. NO.	8	DATE:
REV. NO.	7	DATE:
REV. NO.	6	DATE:
REV. NO.	5	DATE:
REV. NO.	4	DATE:
REV. NO.	3	DATE:
REV. NO.	2	DATE:
REV. NO.	1	DATE:

MAP OF ALTA/NSPS LAND TITLE
& TOPOGRAPHIC SURVEY

JOHN'S LAKE - WENDY'S

CAUTION

IF THIS SCALE BAR DOES
NOT MEASURE 1" THE
DOCUMENT IS NOT TO
SCALE

DATE:	01/28/2022
JOB NO:	21-0454.000
DESIGNER:	
DRAWN:	MWH/JTP
APPROVED:	MWH
SHEET NO:	3 OF 3
REV:	

Table of Sign Types															
Sign Type	Sign Type Code	Sign Description	Road Fronting	Sign Face Area			Height			Width			Multiple on Single Frontage	Off-Site Signage	Code Section
				Max Allowed	Max Proposed	% over Code Max	Max Allowed	Max Proposed	% over Code Max	Max Allowed	Max Proposed	% over Code Max			
Wendy's	1	Monument	SR 50 (Arterial)	60	57	N/A	10	10	N/A	10	8	N/A	Yes	No	Sign Area 117-15 (a) (3) (i) Height 117-15 (a) (5) (iii) Width 117-15 (a) (5) (iv) One Sign per Frontage 117-15 (a) (3) Off Site Sign 117-16
Rooms To Go / Wendy's	2	Monument	Interior Collector	32	17	N/A	6	5	N/A	10	9.25	N/A	No	Yes	Sign Area 117-15 (a) (3) (iii) Height 117-15 (a) (5) (i) Width 117-15 (a) (5) (iv) One Sign per Frontage 117-15 (a) (3) Off Site Sign 117-16
WestFall Station	3	Monument	SR 50	60	60	N/A	10	8.5	N/A	10	13.75	138%	Yes	Yes	Sign Area 117-15 (a) (3) (i) Height 117-15 (a) (5) (iii) Width 117-15 (a) (5) (iv) One Sign per Frontage 117-15 (a) (3) Off Site Sign 117-16



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 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
APPLICATION

DATE August 11, 2023		FEE: \$600.00	
Project Name (if applicable) John's Lake Landing - Wendy's			
Applicant KPM Franklin			
Contact Person Robby Moon			
Address	6300 Hazeltine National Drive, Suite 118	City Orlando	State FL Zip 32822
Telephone	(407) 994-4441	Fax	
Email rmoon@kpmfranklin.com			
OWNER INFORMATION ☐ (Check box if information is same as Applicant)			
Owner's Name Edilberto Rodriguez			
Owner Address	4030 NE 30th Avenue	City Lighthouse Point	State FL Zip 33064
Telephone	786-258-1633	Email EDDIE@WENCORG.COM.	
PROPERTY INFORMATION			
Address of Subject Property	SR 50	City Clermont	State FL Zip 34711
General Location Located on the south side of SR 50 and west of Magnolia Pointe Blvd within the John's Lake Landing PUD.			
Legal Description & Alternate Key (include copy of survey) A PORTION OF LOT 24 MAP OF SECTION 25, TOWNSHIP 22 S, RANGE 26 E, LAKE COUNTY, FLORIDA PROPERTY OF LAKE HIGHLANDS COMPANY, PLAT BOOK 3, PAGE 50 AltKey: 3944668			
Land Use (City verification required) Urban Low Density			
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:

Sec. 117-16. - Off-site signs & Sec. 117-15. - Permitted signs.

What are you proposing to do that would require a variance and why?

The client would like to allow the Westfall Station POA to place its ("off-site") Park Identification and Directional Monument Sign on the subject property, which is located at the entry point of the subdivision. Since the annexation was accelerated, the proposed signage does not meet Sec.117-16 and Sec. 117-15 in the City's LDC regarding size, and therefore, exceeds the size by 6 sq.ft. (Total sign size is 66 sq.ft.). In addition, the topographical location of where the sign was supposed to be placed requires the sign to be relocated to the attached location. Additionally, the client would like to allow a directional ("off-site") sign to be located in the rear of the subject parcel in order to better direct patrons while utilizing the site.

How does the Code create a hardship?

Sec. 117-16. (d) states that all other off-site signs except directional, temporary, or on vacant property are prohibited, thereby not permitting the proposed off-site monument sign that helps outline the road as an entry point into the PD. Sec. 117-15 (a) states that the maximum sign area is 60 sq feet. The proposed sign face area is currently 66 sq feet.

The following justifications must be completed for any variance requested:

Variance requested – subject and code section:

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 proposed off-site Park Identification and Directional Signage is solely for the purpose of identifying where the entryway to the Park is located and directing traffic to move into the declaration lane to access the PUD. Thereby, this will improve the recognition and traffic flow into the site.

- (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 proposed off-site Park Identification and Directional Signage is solely for the purpose of identifying where the entryway to the Park is located and directing traffic to move into the declaration lane to access the PUD. Thereby, this will improve the recognition and traffic flow into the site.

- (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;

Strict compliance will not further any city objective, nor do the benefits under other criteria if granted outweigh the benefits if denied. We will delete, eliminate or by other form the current signage tract where the sign was originally supposed to be placed on the north side of the entryway.



CITY OF CLERMONT VARIANCE APPLICATION

(4) The granting of the variance is consistent with the city's comprehensive plan; and

The granting of this variance aligns with objective 1.8 in CH II of the comprehensive plan stating that the City shall implement mechanisms that assist in wayfinding for all types of transportation system users.

(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 requested variance is the minimum variance needed to make reasonable use of the land. Due to the site's topographic constraints, the variance would allow for the signage needed for the PD entryway.

Robby Moon

Applicant Name (print)

x

Applicant Name (signature)

Edilberto Rodriguez

Owner Name (print)

x

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.
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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)



LOGAN J. OPSAHL

Senior Associate

logan.opsahl@lowndes-law.com

215 North Eola Drive, Orlando, Florida 32801-2028

T: 407-418-6237 | F: 407-843-4444

MAIN NUMBER: 407-843-4600



MEMORANDUM

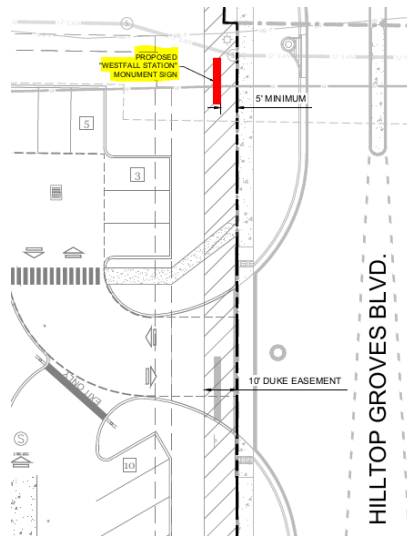
TO: Development Services – City of Clermont

FROM: Logan J. Opsahl, Esq.

DATE: November 3, 2023

RE: Westfall Station Property
Statement of Justification;

I. Variance Request I - Sec. 117-16. – Off-site Signs. The Applicant is seeking relief from Sec. 117-16 as it relates to off-site signage on the property located at the southwest corner of SR 50 and Hilltop Groves Blvd. (the “Property”). The signage is to permit the Westfall Station Property Owners’ Association to place its Park Identification and Directional Monument Sign at the entry point of the development. The proposed signage placement is depicted below:



By way of background, the Property is located within the JPA and the entitlements for development thereon were obtained from the County prior to annexation into the City. The annexation into the City came at an unexpected time during site development and required the negotiation of an impact fee deferral agreement with the County and subsequent multiple owners to annex at different times. The project was therefore originally designed under County standards and currently meets all code standards for signage under the County's Land Development Code relating to height, copy area and setbacks under Sec. 11.02.03. Though the Property is in the JPA, the JPA standards regarding signage do not prohibit the requested signage since no prohibited signs listed in Section 15.02.06 of the City's code are requested:

15.02.06 Signage Standards.

- A. Signs with visible moving, revolving or rotating parts or visible mechanical movement of any description or other apparent visible movement achieved by electrical, electronic or mechanical means shall be prohibited.
- B. Signs with the optical illusion of movement by means of a design that presents a pattern capable of giving the illusion of motion or changing of copy shall be prohibited.
- C. Digital or light-emitting diode (LED) signs shall be prohibited.
- D. Reserved.

(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 Applicant's request for relief from strict interpretation of Sec. 117-16 relating to setbacks for off-site signage will allow for unobstructed vehicular access wayfinding on the Property. Approval of the variance request will foster appropriate and safe vehicular access and site circulation. The proposed off-site Park Identification and Directional Signage is solely for the purpose of identifying where the entryway to the development is located and enhancing accessibility.

The signage will be assisting in directing the follow of traffic by guiding vehicles to move into the deceleration lane in order to access the development. By providing clear direction on traffic flow, this sign variance will enhance vehicular safety which will improve the overall safety of the access points, thereby improving the standard of living of residents and customers and reduce any traffic interference with nearby property owners. Granting the variance will also provide for safe, convenient, and appropriately designed traffic circulation on the site as stated in Policy 1.16.5 of the City's Comprehensive Plan.

(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 Applicant is requesting similar use of signage as other properties in the same zoning category and area. Similar to other commercial developments in the area, the Park Identification and Directional Signage will allow for clear demarcation and visibility for customers and visitors to the entry way and access lanes to the development.

~~Granting the requested variance, will provide the Applicant comparable signage to users in the same zoning category and area.~~[an](#)

Commented [TT1]: Any examples?

(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;

November 3, 2023
Page 3

The requested variance is to allow for an off-site sign as defined under the City's Land Development Code. The location of the off-site signage from SR 50 and other rights of way is the minimum needed for visibility and project identification. Strict compliance in this specific case could potentially impede the smooth and efficient functioning of the commercial development. Granting the variance for off-site signage will allow patrons and visitors to have appropriate visibility and accessibility of the commercial development. The proposed sign will keep with the architectural theme for the remainder of the property and will be consistent with the Applicant's branding requirements.

(4) The granting of the variance is consistent with the city's comprehensive plan;

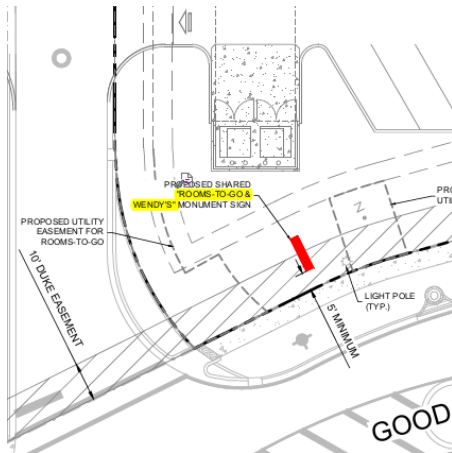
The requested variance is compatible with other signage in the area and is consistent with the City's Comprehensive Plan. Policy 1.16.5 of the City's Comprehensive Plan provides that all development "shall provide a safe, convenient, and appropriately designed traffic circulation on the site". The proposed off-site Park Identification and Directional Signage encourages and facilitates safe and efficient traffic circulation on the site and is consistent with the City's Comprehensive Plan.

(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 were denied.

The requested variance is to allow for an off-site sign as defined under the City's Land Development Code. The location of the off-site signage from SR 50 and other rights of way is the minimum needed for visibility and identification.

The proposed Park Identification and Directional Signage is required to be placed in its proposed location given the unique topographical constraints of the site which limits signage exposure to roadways and requires specific sign placement. Moreover, the proposed signage has previously complied with all performance standards prior to the property's annexation into the City. The variance requested for the off-site signage is the minimum variance that will make reasonable use of the land now within the boundaries, and under the Code requirements, of the City. The intent of the proposed signage is to enhance economic viability of the use while preserving the aesthetics of the project and the area while encouraging safe and effective traffic circulation.

II. Variance Request II - Sec. 117-16. – Off-site Signs. The Applicant is seeking relief from Sec. 117-16 as it relates to off-site signage on the Property. The signage is to permit the Wendy's and Rooms-To-Go Park Identification and Directional Monument Sign at an entry point of the development. The proposed signage placement is depicted below:



**ROOMS TO GO/ WENDY'S
MONUMENT SIGN**

(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 Applicant's request for relief from strict interpretation of Sec. 117-16 relating to setbacks for off-site signage will allow for unobstructed vehicular access wayfinding to two major tenants in the Property's development. Approval of the variance request will encourage appropriate vehicular access and site circulation for patrons and visitors to and from the tenant locations.

By encouraging safe traffic flow, this sign variance will enhance vehicular safety which will improve the overall safety of the access points, internal travel lanes, and pedestrian walkways. This variance will provide safety for the general area and development thus improving the standard of living of residents and customers while avoiding any negative impacts nearby parcels. Granting the variance will also provide for safe, convenient, and appropriately designed traffic circulation on the site as stated in Policy 1.16.5 of the City's Comprehensive Plan.

(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 Applicant is requesting similar use of signage as other properties in the same zoning category, area and use. In line with other similar retail and commercial developments in the immediate area, the Park Identification and Directional Signage will allow for clear demarcation and visibility for customers and visitors to the entry way and access lanes to the development.

Granting the requested variance will provide the Applicant comparable signage to similarly situated users in the same zoning category and vicinity.

Commented [TT2]: Any examples?

(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 requested variance is to allow for an off-site sign as defined under the City's Land Development Code. The location of the off-site signage from rights of way is the minimum needed for visibility and identification. Strict compliance in this specific case could potentially impede the smooth and efficient functioning of the commercial development. Granting the variance for off-site signage will allow patrons and visitors to have appropriate visibility and accessibility of the commercial development. The proposed sign will keep with the architectural theme for the remainder of the property and will be consistent with the Applicant's branding requirements.

Granting the requested variance would provide benefits that outweigh any potential benefits of strict adherence to the signage criteria as entryway signage is an integral component of a commercial development and ensures visibility, accessibility, and pedestrian safety in line with the goals and objective of the City's Land Development Code and Comprehensive Plan.

(4) The granting of the variance is consistent with the city's comprehensive plan;

The requested variance aligns with existing signage conditions in the area and is consistent with the City's Comprehensive Plan. Policy 1.16.5 of the City's Comprehensive Plan provides that all development "shall provide a safe, convenient, and appropriately designed traffic circulation on the site". The proposed off-site Park Identification and Directional Signage encourages and facilitates safe and efficient traffic circulation on the site and is consistent with the City's Comprehensive Plan relating to new commercial projects and economic development.

(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 were denied.

The requested variance is to allow for an off-site sign as defined under the City's Land Development Code. The location of the off-site signage from applicable rights of way is the minimum needed for visibility and identification.

The proposed Park Identification and Directional Signage is required to be placed in its proposed location given the unique topographical constraints of the site, location of tenant units and location of access drives and aisles as determined by the Commercial Planned Development. Moreover, the proposed signage has previously complied with all applicable County performance standards prior to the property's annexation into the City.

The variance requested for the off-site signage is the minimum variance that will make reasonable use of the land now within the boundaries, and under the Code requirements, of the City. The intent of the proposed signage is to enhance economic viability of the use while preserving the aesthetics of the project and the area while encouraging safe and effective traffic circulation.

- III. **Variance Request III - Sec. 117-15(a)(5)(iv). – Height and Width.** The Applicant is seeking relief from Sec. 117-15(a)(5)(iv) as it relates to permissible signage width on the Property. The signage is to permit a slight deviation in code-required 10-foot sign width to a total of 13.9 feet in sign width. The proposed signage design is depicted below:



- (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 Applicant's request for relief from strict interpretation of Sec. 117-15(a)(5)(iv) relating to signage width will result in slightly increased sign with which will not interfere with adjacent or nearby property owners. The nature of SR 50 as a six-lane divided highway with speed limits of 50 miles per hour, along with the planned setback of the building creates challenges for motorists to see the signage at the currently permitted size.

The requested increase in width is designed to prevent visual obstruction while enhancing the overall navigation and economic viability of the development. By granting a slight increase in signage width, the variance will contribute to a more organized, user-friendly and attractive commercial development which will positively impact the area while avoiding any interference with the reasonable enjoyment of adjacent or nearby property owners.

- (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 Applicant is requesting similar use of signage as other properties in the same zoning category, area and use. The granting of the variance will allow for the reasonable use of the property that remains consistent with the character of the area and provides for increased visibility and legibility of signage consistent with other similar retail and commercial developments in the immediate area. The signage design will integrate with the architectural and functional aspects of the commercial development which will maximize visibility for patrons and customers without compromising the overall character of the development.

Granting the requested variance, will provide the Applicant comparable signage to similarly situated users in the same zoning category and vicinity.

(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;

In the context presented, strict adherence to the land development code's regulation on signage width would not serve any substantial city objection. Rather, granting the variance will allow for the effective use of the property and promote economic development in the area. The width of the signage is the minimum needed for visibility and identification. Granting the variance for signage width will provide for enhanced visibility and legibility of the development and contributes to the City's goals and objectives of an economically sustainable commercial development in the area. The proposed sign will keep with the architectural theme for the remainder of the property and will be consistent with the Applicant's branding requirements.

(4) The granting of the variance is consistent with the city's comprehensive plan;

The requested variance aligns with existing signage conditions in the area and is consistent with the city's comprehensive plan.

(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 were denied.

The requested variance is to allow request for relief from strict interpretation of Sec. 117-15(a)(5)(iv) relating to signage width will result in slightly increased sign with which will not interfere with adjacent or nearby property owners.

The proposed size and width of the Park Identification and Directional Signage is required given the unique topographical constraints of the site, location of tenant units and location of signage on the property. The proposed size of the signage has previously complied with all applicable performance standards prior to the property's annexation into the City.

The variance requested for the height and width of the signage is the minimum variance that will make reasonable use of the land now within the boundaries, and under the Code requirements, of the City. The intent of the proposed signage is to enhance economic viability of the use while preserving the aesthetics of the project and the area while encouraging safe and effective traffic circulation.

LJO/LJO

Wendy's John Lakes Landing Sign - Variance

The requirements for a variance are as follows:

City Zoning Ordinance (LDC Section) from which you are requesting a variance:

I. Variance Request I - Sec. 117-16. – Off-site Signs. The Applicant is seeking relief from Sec. 117-16 as it relates to off-site signage on the property located at the southwest corner of SR 50 and Hilltop Groves Blvd. (The "Property"). The signage is to permit the Westfall Station Property Owners' Association to place its Park Identification and Directional Monument Sign at the entry point of the development.

II. Variance Request II - Sec. 117-16. – Off-site Signs. The Applicant is seeking relief from Sec. 117-16 as it relates to off-site signage on the Property. The signage is to permit the Wendy's and Rooms-To-Go Park Identification and Directional Monument Sign at an entry point of the development. The proposed signage placement is depicted below:

III. Variance Request III - Sec. 117-15(a) (5) (IV). – Height and Width. The Applicant is seeking relief from Sec. 117-15(a) (5) (IV) as it relates to permissible signage width on the Property. The signage is to permit a slight deviation in code-required 10-foot sign width to a total of 13.9 feet in sign width.

Section: 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: *(Please see attached justification statement)*

Staff comments: *The City Code Section 101-246 requires variances be granted for a hardship that would render a parcel incapable of reasonable use, the subject property does not meet that requirement. The property is located within a Master PUD, mixed-use development which requires compliance with the Clermont sign codes. The request for additional signs for one business could be considered inconsistent with the intent of the master development plan to provide a cohesive and complementary ambiance for the overall site. Additional signage for one project, could promote onsite sign clutter.*

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: *(Please see attached justification statement).*

Staff comments: *The Clermont Codes, Section 117-16 allows one ground sign per for each primary street frontage. The proposed signage is an offsite sign for the apartments located in the rear of the parcel. The sign is located within a PUD Development which requires all sign to*

comply with city codes. The requested variance may be considered out of character with other signs located within the commercial development.

Negative 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: (Please see attached justification statement)

Staff comments: *The requested variances to the code will not further any city objective.*

Positive finding

- (4) The granting of the variance is consistent with the city's comprehensive plan:

Applicant response:

Staff response: *The requested variances is not in conflict with the Comprehensive Plan goals, objectives and policies for commercial development.*

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: (Please see attached justification statement)

Staff comments: *The variance request is not the minimum allowed to make reasonable use of the land. The Master PUD requires all signage comply with the Clermont sign code. The adjacent and similar businesses have signs that complies with the codes. The subject property does not meet the hardship requirements for Section 101-243.*

Negative Finding

STAFF RECOMMENDATION: Section 101-246 of the Land Development Code requires a positive finding on the Review Criteria and Findings in order to grant a variance. Staff has reviewed this application as submitted, and based on the provisions of the Review Criteria and Findings, the application does not meet a positive finding on all review criterion. Therefore, staff recommends **denial** of the requested variances to the Land Development Codes.

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	Christina Perry
Contact Phone:	
Contact Email:	cperry@clermontfl.org
PO Number:	

Date:	11/22/2023
Order Number:	9558885
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	12/05/2023 - 12/05/2023	Govt Public Notices
LEE dailycommercial.com	1	12/05/2023 - 12/05/2023	Govt Public Notices

Order Confirmation Amount	\$92.16
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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, December 12, 2023 at 6:30 PM for the following Variances: (1) To allow for an off-site sign to be placed at a location that does not meet the code requirements for Section 117-16, and (2) To allow for an off-site ground sign closer than any street rights-of-way lines permitted for Section-117-16, and (3) To allow for a monument sign height and width to exceed the maximum square footage allowed by Section 117-15, at the following location:

LOCATION

**Wendy's at Johns Lake Landing
Located on the south side of State
Road 50 and
west of Magnolia Pointe Boulevard
(Alternate Key 3944668)**

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 34711.

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
December 5, 2023

#9558885 12/5/23

AGENDA ITEM

Meeting Date

Tuesday, December 12, 2023

Agenda Item Name

Variance Request
Bojangles at Plaza Collina

Requested Action

Recommend approval of requested variance.

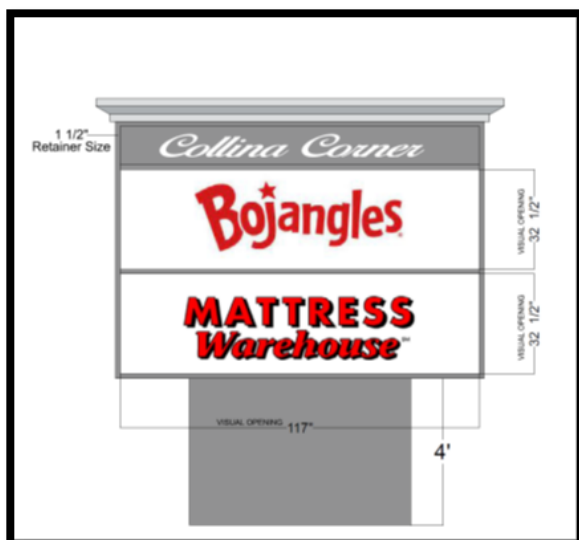
Staff Report

The applicant, Byblos Development, Inc., is requesting a sign setback variance to the Land Development Code (LDC), Section 117-15. This is for a Bojangles Restaurant that was recently constructed at 4721 Collina Terrace located in the Plaza Collina Planned Unit Development (PUD). The property is located on the northeast corner of Highway 50 and Plaza Collina Boulevard.

The request is for a variance to allow for a reduced front yard sign setback of 1.5 feet rather than the required 10 foot setback. The site has a unique situation where there is a retaining wall that is located 10 feet away from the right-of-way, plus the Plaza Collina PUD was developed with a curve and linear sidewalk within the right-of-way that would typically be part of the applicant's buffer/setback area. This issue, combined with the infrastructure and landscape buffers already complete, allows limited space for the site, therefore creating a hardship to comply with the code requirements.

The proposed sign setback variance is required because of existing site constraints not caused by the applicant. The restaurant will be sharing tenant space with a mattress store that will share the allowed sign copy area.

Section 86-174 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does meet a positive finding on all five review criteria. Therefore, staff recommends approval of the variance request to the Land Development Regulations.



Additional Analysis

Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	New 101-246 Review Criteria-Bojangles	New 101-246 Review Criteria-Bojangles.pdf
2.	Sign Location	Sign Location.pdf
3.	Sign Layout	Sign Layout.pdf
4.	Engineer Drawing	Engineer Drawing.pdf
5.	Application	Application.pdf
6.	Legal Ad	Legal Ad.pdf
7.	LOCATION MAP	LOCATION MAP.pdf

Bojangles – Sign 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 request will have no effect on other businesses or adjacent owners. Due to being a corner lot, this places the sign further from the street signal and does not block other businesses.

Staff comments: The requested variance will allow for reasonable use of the property and not negatively impact the adjacent property owners. Because of the limited property frontage, the proposed monument sign cannot meet the required 10 foot sign setback.

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 variance request allows for reasonable use of the property, no other variance to sign size is requested.

Staff comments: The proposed monument sign is consistent with the other signs in the Plaza Collina Planned Unit Development, but because of the site configuration, the sign cannot meet the sign setback requirements. The proposed sign will not be out of character with other approved signs located within the PUD.

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: Under strict compliance, it will conflict with the existing setback regulation due to existing 5 foot retaining wall.

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 under this criterion if denied.

Positive finding

- (4) The granting of the variance is consistent with the city’s comprehensive plan;

Applicant response: The granting of the variance is consistent with the City’s comprehensive plan and the requested location also keeps the sign more aesthetically pleasing since it would have to be raised above the retaining wall.

Staff comments: The variance request is not in conflict 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 proposed placement of the signage in the center of both buildings on the property allows for the tenant identification to be displayed equidistant from both building, as well as provide enough visibility distance for westbound drivers to identify the location prior to the intersection.

Staff comments: The requested variance is the minimum allowed to make reasonable use of the site. The proposed sign location setback variance is required because of existing site constraints not caused by the applicant.

Positive finding

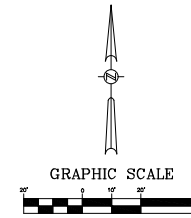
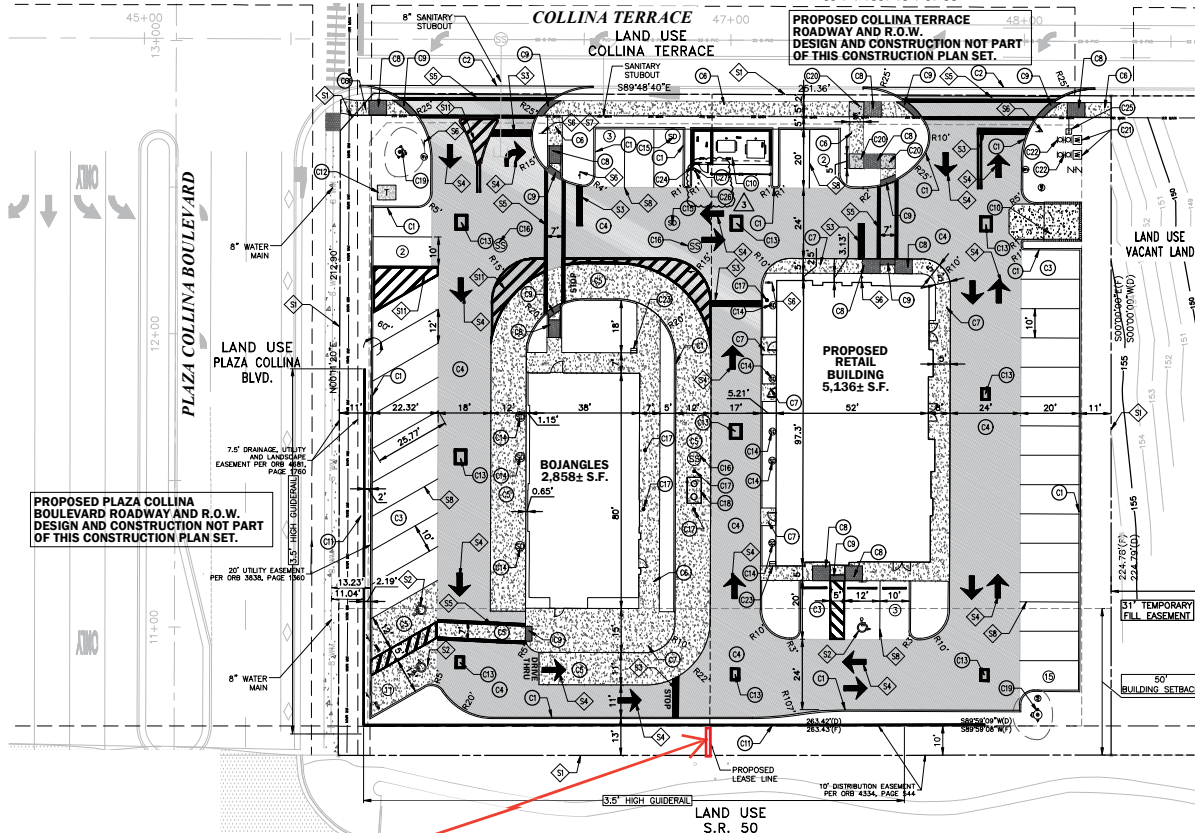
STAFF RECOMMENDATION: Section 101-246 of the Land Development Code requires a positive finding on all Review Criteria and Findings requirements for granting a variance. Staff has reviewed the application as presented and finds the application does not meet a positive finding on all review criteria for granting a variances. Therefore, staff recommends denial of the variance request to the Land Development Codes.

◆ SITE STRIPING & SIGNAGE KEYNOTES

- S1. PROPERTY BOUNDARY.
- S2. HANDICAP PARKING STALL, TYPICAL.
- S3. 24" THERMOPLASTIC STOP BAR.
- S4. DIRECTIONAL ARROWS PER F.D.O.T. INDEX No. 711-001, TYPICAL.
- S5. CROSSWALK STRIPING PER F.D.O.T. INDEX 711-001, TYPICAL.
- S6. R1-1 HIGH INTENSITY REFLECTORIZED "STOP" SIGN.
- S7. "RIGHT TURN ONLY" MOUNTED UNDER R1-1 STOP SIGN.
- S8. PARKING STRIPING 6" WIDE WHITE PAINT TYP.
- S9. "DO NOT ENTER" SIGN MOUNTED ON BACK OF R1-1 STOP SIGN.
- S10. NOT USED.
- S11. CORE STRIPING.

① SITE CONSTRUCTION KEYNOTES

- C1. 6" HEAD CURB, TYPICAL.
- C2. 3' WIDE FDOT VALLEY CUTTER AND CURB PER FDOT INDEX No. 520-001, TYPICAL.
- C3. ASPHALT PAVEMENT, LIGHT DUTY IN PARKING SPACES.
- C4. ASPHALT PAVEMENT, HEAVY-DUTY IN DRIVE AISLES.
- C5. CONCRETE PAVEMENT.
- C6. CONCRETE SIDEWALK, TYPICAL.
- C7. MONOLITHIC CURB & SIDEWALK, TYPICAL, (NO COLOR).
- C8. HANDICAP ACCESS RAMP WITH A MAXIMUM 12:1 SLOPE, TYPICAL.
- C9. DETECTABLE WARNING SURFACE PER FLORIDA BUILDING CODE 2010.
- C10. DUMPSTER ENCLOSURE. (SEE ARCHITECTURAL DRAWINGS)
- C11. RETAINING WALL W/ 3/5' HIGH GUIDERAIL PER FDOT INDEX No. 515-070.
- C12. TRANSFORMER PAD.
- C13. STORM INLET.
- C14. STORM CLEANOUT.
- C15. STORM MANHOLE.
- C16. SANITARY MANHOLE.
- C17. SANITARY CLEANOUT.
- C18. GREASE TRAP.
- C19. FIRE HYDRANT.
- C20. 5'x5' LANDING.
- C21. WATER METER.
- C22. WATER BACKFLOW PREVENTER.
- C23. BICYCLE RACK, TWO SPACES PER RACK.
- C24. HOSE BIB.
- C25. IRRIGATION METER.
- C26. 4" BOLLARD.
- C27. 1" BACKFLOW PREVENTER.



LEGEND

- CONCRETE PAVEMENT
- HEAVY DUTY ASPHALT PAVEMENT

PLANS PREPARED BASED ON NAVD83 DATUM
NGVD29 - 0.883' = NAVD83

- REMARKS:
- CONTROL: REVISIONS
- STATION: IS A FLORIDA DEPARTMENT OF TRANSPORTATION BENCHMARK. ELEVATION 70.000. BEING 4.0' WEST OF THE INTERSECTION OF STATE ROAD 50 AND U.S. 97. 5.0' FEET SOUTH OF THE EDGE OF PAVEMENT FOR STATE ROAD 50.
- BL: 128.34' (NGVD29)
(CONVERSION: 0.88' NAVD83 = 0.883' NGVD29)
- TM: #1
STATION: IS A NAIL AND DISK STAMPED "TM 14-7000" LOCATED ON THE CONCRETE DRIVE INLET LOCATED 45.0' EAST OF THE WEST ENTRANCE DRIVE ON THE NORTH SIDE OF STATE ROAD 50 SHOWN HEREON.
- BL: 140.62' (NGVD29)
- TM: #2
STATION: IS A NAIL AND DISK STAMPED "TM 14-7000" LOCATED ON THE CONCRETE DRIVE INLET LOCATED 45.0' EAST OF THE WEST ENTRANCE DRIVE ON THE NORTH SIDE OF STATE ROAD 50 SHOWN HEREON.
- BL: 153.94' (NGVD29)

SITE DATA

PROPERTY LOCATION: PLAZA COLLINA, STATE ROAD 50, CLERMONT, FL
PARCEL NUMBER: 25-22-26-0001-000-03700
TOTAL PROJECT AREA: 1.35± ACRES
PROPERTY ZONING: P.U.D.
PROPERTY FUTURE LAND USE DESIGNATION: MASTER PLANNED DEVELOPMENT
EXISTING USE: VACANT LOT
PROPOSED USE: 2,858± S.F. RESTAURANT WITH DRIVE THRU W/5,136± S.F. OF RETAIL

ALLOWABLE FLOOR AREA RATIO: 0.50
PROPOSED FLOOR AREA RATIO: 0.14

PARKING

PARKING REQUIRED (MIN.)	14 SEATS x (1 SPACE PER 225 S.F.)	4 SEATS PER 225 S.F.	4 SPACES
BOJANGLES RESTAURANT	20,149 ± S.F.		23 SPACES
RETAIL BUILDINGS	5,136 S.F. x (1 SPACE PER 225 S.F.)		2 SPACES
TOTAL PARKING REQUIRED			27 SPACES
SPACES REQUIRED TO BE RESERVED FOR HANDICAP			2 SPACES

PARKING PROVIDED

STANDARD PARKING SPACES	34 SPACES
HANDICAP SPACES	3 SPACES
TOTAL PARKING PROVIDED	37 SPACES

BICYCLE PARKING

PARKING REQUIRED (MIN.)	37 VEHICLE SPACES x .5% VEHICULAR SPACES	2 SPACES
TOTAL BICYCLE SPACES REQUIRED		2 SPACES

BICYCLE PARKING PROVIDED

STANDARD PARKING SPACES	4 SPACES
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SITE AREA CALCULATIONS

BUILDINGS FOOTPRINT	7,994 ± S.F.
ASPHALT PAVING - HEAVY DUTY	20,149 ± S.F.
ASPHALT PAVING - LIGHT DUTY	9,473 ± S.F.
SIDEWALK & CONCRETE	8,945 ± S.F.
IMPERVIOUS AREA	46,562 ± S.F.
PERVIOUS AREA	16,524 ± S.F.
TOTAL SITE AREA	63,086 ± S.F.
	1.35 ± AC.
	79.26 %
	26.74 %
	100.00 %

MAXIMUM IMPERVIOUS REQUIREMENTS

50% PER SURVIV REQUIREMENTS.

MAXIMUM ALLOWABLE BUILDING HEIGHT: 20' 4" (HIGH PARAPET)

BUILDING CONSTRUCTION TYPE: TYPE V-B (NON-SPRINKLERED)

BUFFER YARDS

PROPOSED USE	FRONT (NORTH)	ABUTTING USE	REQUIRED BUFFER	PROPOSED BUFFER
COMMERCIAL	10'	COLLINA TERRACE	10'	11.34'
COMMERCIAL	10'	VACANT LOT	10'	10.13'+
COMMERCIAL	10'	PLAZA COLLINA BLVD.	10'	10.82'
COMMERCIAL	10'	S.R. 50	10'	10.31'+

BUILDING SETBACKS (REQUIRED)

REAR (SOUTH)(S.R. 50) 50'

BUILDING SETBACKS (PROPOSED)

REAR (SOUTH)(S.R. 50) 50'

FLOOD ZONE

FLOOD ZONE X PER FEMA F.I.R.M. PANEL 12069C-0595 E DATED: 12/18/2012

SOILS

PENNEY FINE SAND, 0-5%

WETLAND STATEMENT

THERE ARE NO JURISDICTIONAL WETLANDS WITHIN THE PROJECT SITE.

HAZARDOUS MATERIALS STATEMENT

DURING CONSTRUCTION, WHEN COMBUSTIBLES ARE BROUGHT ONTO THE SITE IN SUCH QUANTITIES AS DEEMED HAZARDOUS BY THE FIRE OFFICIAL, ACCESS ROADS & A SUITABLE TEMPORARY SUPPLY OF WATER ACCESSIBLE TO THE FIRE DEPARTMENT SHALL BE PROVIDED & MAINTAINED.

SITE NOTES

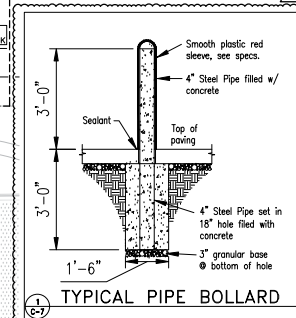
- ALL CURB RADI ARE TO BE 5.0' TYPICAL, UNLESS NOTED OTHERWISE. EXCEPTION: RADI @ ISLANDS ARE TO FIT ISLAND WIDTHS, UNLESS NOTED OTHERWISE.
- LANDSCAPE ISLAND NOSE NOT TO EXCEED THE PARKING STALL DEPTH &/OR PROTRUDE INTO DRIVE ISLES, TYPICAL.
- ALL DIMENSIONS ARE PARALLEL & PERPENDICULAR TO A BEARING OF S 89° 48' 40" E, UNLESS OTHERWISE INDICATED WITH A "±" OR BEARING.
- LOWER CASE TEXT DENOTES SURVEY &/OR EXISTING CONDITION INFORMATION.

LIGHTING NOTE

LIGHTING SHALL COMPLY WITH CITY OF CLERMONT COMMERCIAL DESIGN STANDARDS.

SIGNAGE NOTE

BILLBOARDS & POLE SIGNS SHALL BE PROHIBITED. GROUND & FASCIA SIGNS SHALL BE PER CITY OF CLERMONT LAND DEVELOPMENT CODE.



Limited frontage along entire length of property

Proposed Monument Sign

STATE ROAD 50
WEST COLONIAL DRIVE

05/23/2023	REVISED PER CLIENT	WA	JAA
06/27/2023	REVISED PER CITY COMMENTS DATED 06/15/23	WA	JAA
07/17/2023	REVISED PER CITY COMMENTS DATED 07/13/23	WA	JAA
DATE	REVISIONS	BY	CHECKED

PLAZA COLLINA
COLLINA CORNER PLAZA
CONSTRUCTION PLANS
CLERMONT, FLORIDA



5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325
www.feg-inc.us

SITE GEOMETRY PLAN

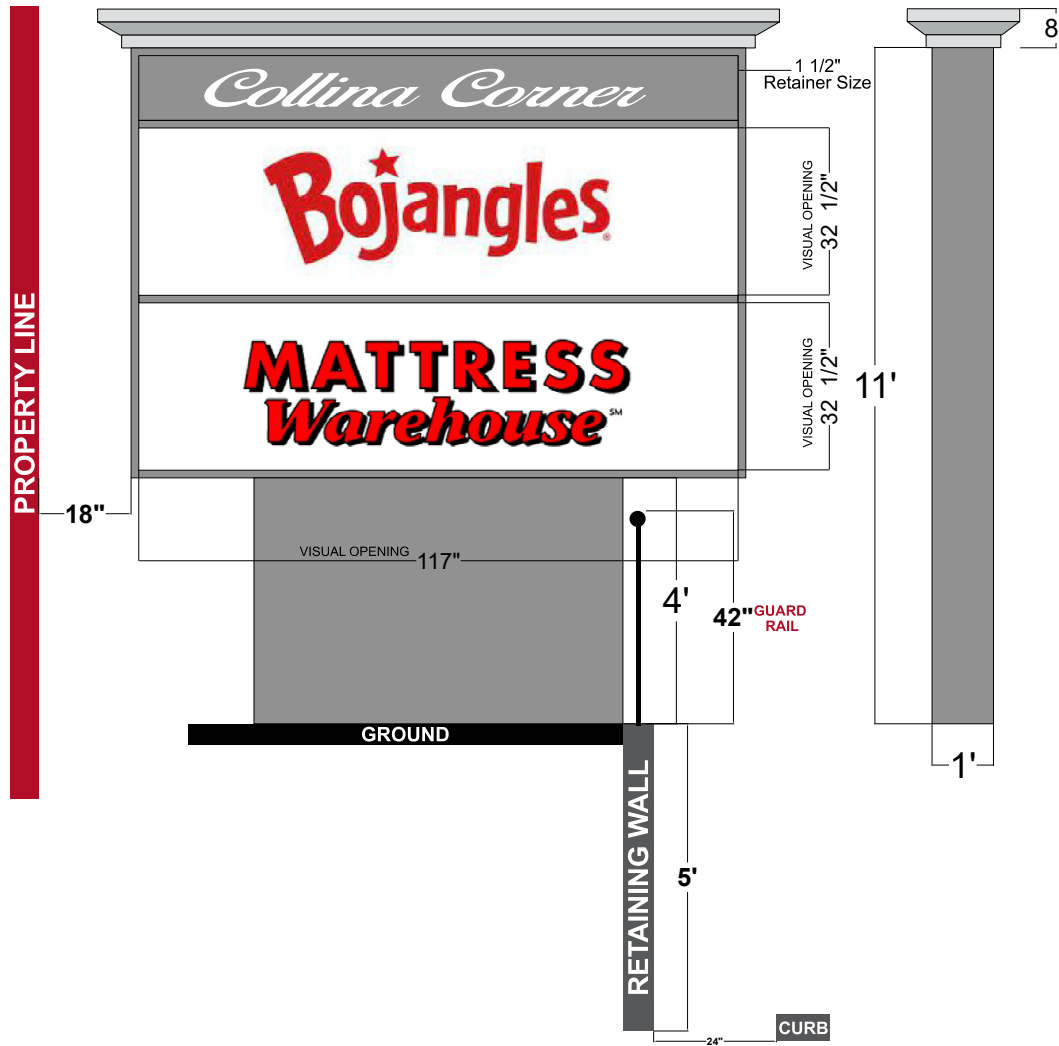
DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
JAA	WA	JAA	JAA

PROJECT NO: 21-055
SCALE: 1"=20'
DATE: SEPTEMBER 01, 2022
SHEET: C-7 OF 21

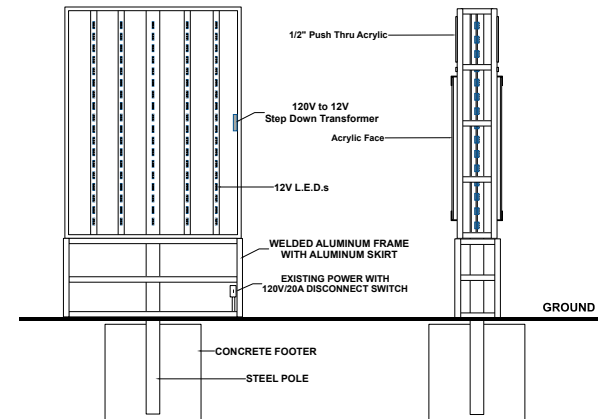


THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JAA M. JAA, P.E. ON OCTOBER 23, 2022 USING A DIGITAL SIGNATURE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



DOUBLE SIDED ILLUMINATED CABINET SIGN UL MANUFACTURED



FRONT VIEW

ELECTRICAL INFORMATION
ALL ELECTRICAL COMPONENTS ARE U/L LISTED
SIGN GROUNDED ACCORDING TO NEC250

QTY.	TRANSFORMER	TYP	AMPS	TOTAL

CIRCUIT # _____

SIDE VIEW

NOTICE:
A dedicated 20 Amp sign circuit must be provided to the fascia where the sign will be installed for electrical connect.

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE 2017 AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

A Existing Front Elevation Imposed



714 Commerce Circle
Longwood, FL. 32750
Sales - 407.332.9663
Service - 407.332.1787
Fax - 407.332.9183

2303110

PROJECT NAME: **Phoenicia Development**

ADDRESS: **Plaza Collina & Collina Ter**

CITY/STATE: **Clermont, FL**

SALES PERSON:

DESIGN DATE: 5/23/23

DRAWN BY: DEONDE WILLINGHAM

REVISION

DATE

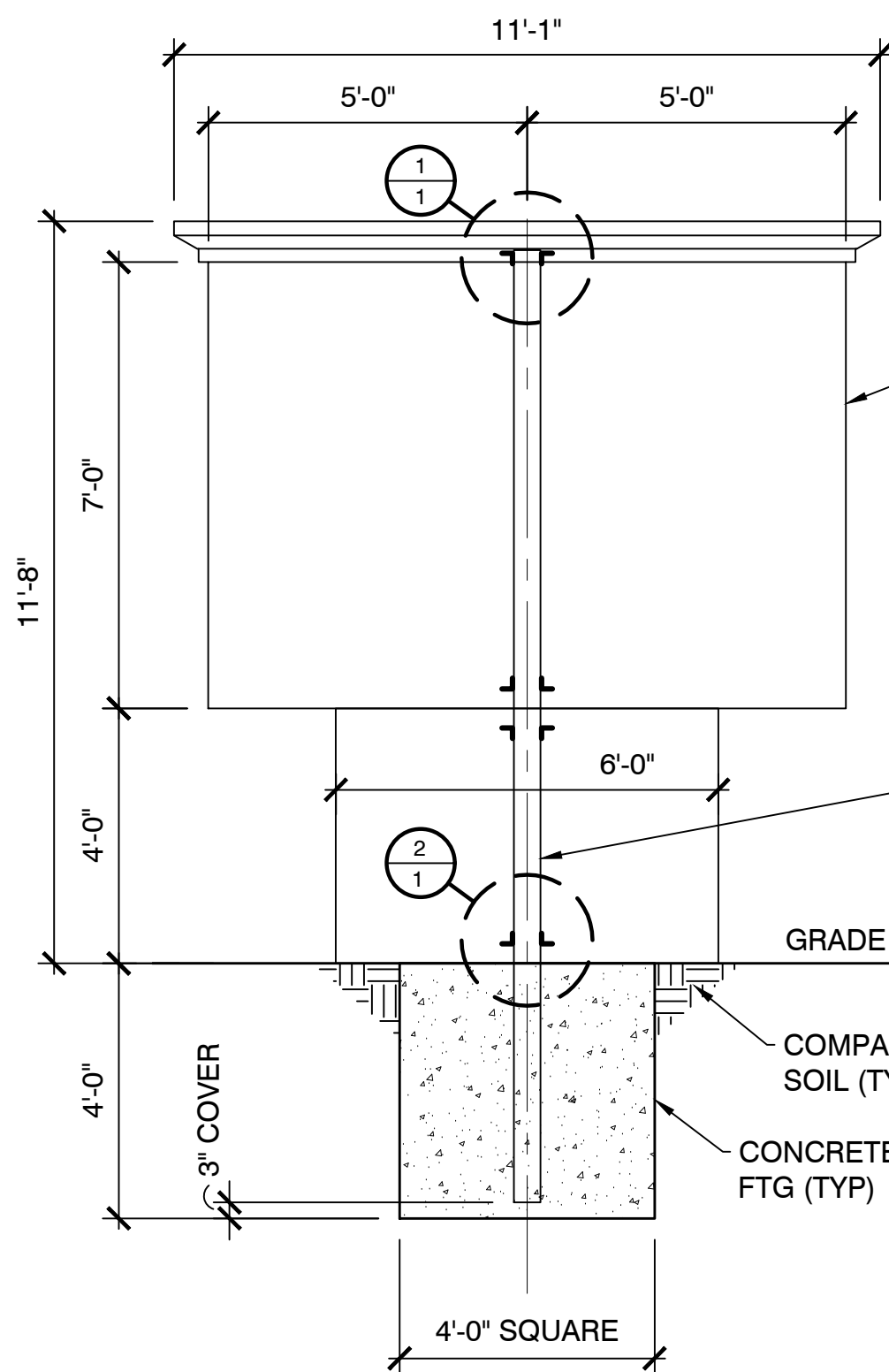
DESCRIPTION

APPROVED BY:

DATE:

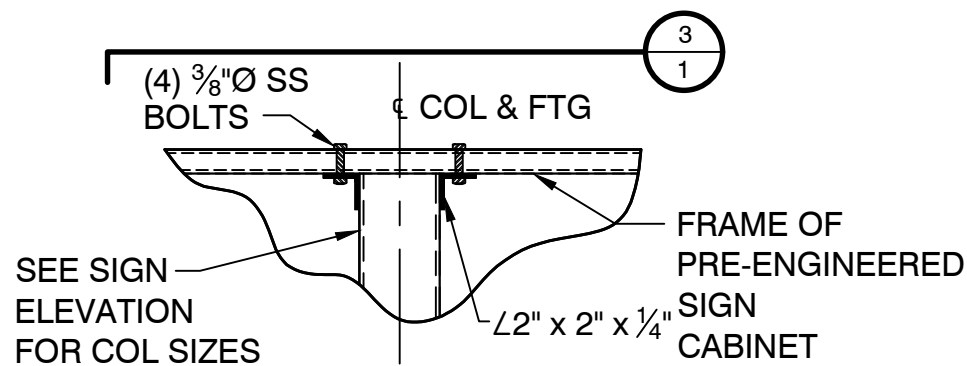
X

THIS IS AN ORIGINAL UNPUBLISHED DRAWING CREATED BY: INTERNATIONAL SIGNS & LIGHTING, INC., FOR YOUR PERSONAL USE IN CONNECTION WITH A SIGN PROJECT, BETWEEN YOU & OUR COMPANY, AND NOT TO BE USED OR SHOWN TO ANYONE. NOT TO BE REPRODUCED OR COPIED BY ANYONE., Thank You.

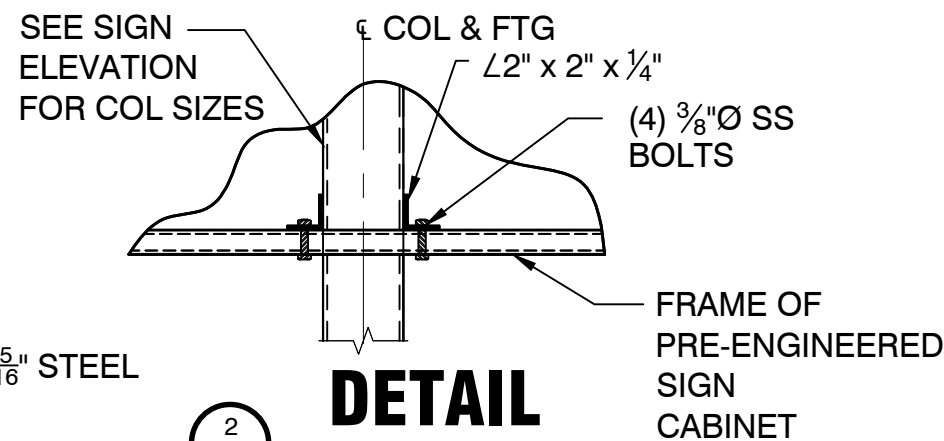


SIGN ELEVATION

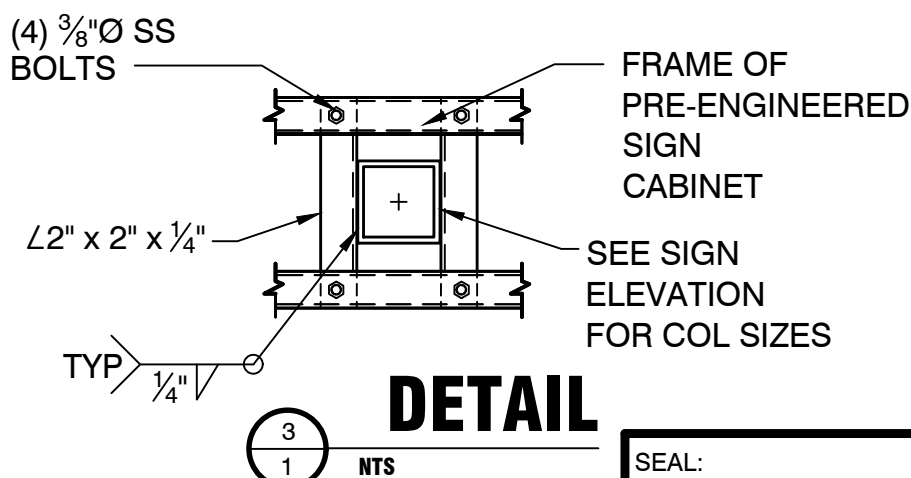
SCALE: 3/8" = 1'-0"



DETAIL



DETAIL



DETAIL

NOTES:

- DESIGN WIND PRESSURE IN CONFORMANCE w/ FBC 2020, 7th EDITION, REFERENCING ASCE 7-16. SEE CHART FOR DESIGN CRITERIA
- PRE-ENG'D SIGN FACE BY OTHERS. DELEGATE ENGINEER SHALL PROVIDE DESIGN DRAWINGS TO RICHARDSON ENGINEERING FOR APPROVAL PRIOR TO FABRICATION OR ERECTION
- CONTRACTOR SHALL BE RESPONSIBLE FOR WATERPROOFING
- SOIL SHALL BE CLEAN SAND w/ A MINIMUM ALLOWABLE BEARING PRESSURE OF 2000 psf AND A MINIMUM ALLOWABLE LATERAL PASSIVE PRESSURE (FOR ISOLATED POLE) OF 300 psf/ft
- CONCRETE: SHALL BE 3000 psi @ 28 DAYS
- STEEL: TUBE: FY = 46 KSI MIN
- ALL WELDING SHALL BE IN CONFORMANCE w/ AWS D1.1 (LATEST EDITION) USING E70XX ELECTRODES. ALL WELDS SHALL BE FULL PENETRATION WELDS AT ALL POINTS OF CONTACT UNLESS NOTED OTHERWISE.
- ALUMINUM IN CONTACT W/ STEEL OR CONCRETE SHALL BE COATED W/ A BITUMINOUS PAINT
- BOLTS: ASTM A307 OR ASTM 325 (GALVANIZE IF USED WITH ALUMINUM).

WIND DESIGN CRITERIA CHART

RISK CATEGORY	II
WIND VELOCITY (Vult) (mph)	140
WIND VELOCITY (Vasd) (mph)	109
EXPOSURE CATEGORY (MMRF)	B
GC pi	+ .18, - .18
DESIGN WIND PRESSURES (ASD) (psf)	27.4

PROJECT IDENTIFICATION

THIS PLAN IS FOR CONSTRUCTION ON PROPERTY AT
PLAZA COLLINA & COLLINA TER.
CLERMONT, FL.

NO RESPONSIBILITY IS ACCEPTED BY RICHARDSON ENGINEERING FOR ANY OTHER LOCATION. LOCATION OF PROJECT IS REQUIRED PER DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION RULE 61G1-16.004 REQUIRING PROJECT IDENTIFICATION

DO NOT MASTER FILE THIS DRAWING

RICHARDSON ENGINEERING

SEALED BY RICHARD B. RICHARDSON, P.E.

131 ZELMA STREET

ORLANDO, FLORIDA 32803

(407) 425-4002

LIC#: 00012380

ID#: EB26251

COPYRIGHT © 2023 RICHARDSON ENGINEERING
ALL RIGHTS RESERVED

PROJECT: COLLINA CORNER SIGN

CLIENT: INTERNATIONAL SIGNS AND LIGHTING

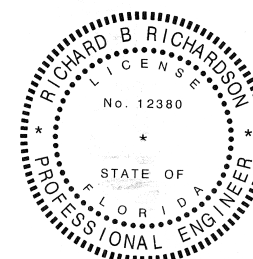
JOB#: 230384

DATE: AUG. 16, 2023

SHEET: 1 OF 1

DRAWN BY: BER

SEAL:



Digitally signed by Richard B Richardson
Reason: This item has been electronically signed and sealed by Richard B. Richardson, P.E. on the date shown sealed using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA256 authentication code must be verified on electronic copies.
Date: 2023.08.16 11:54:05 -04'00'



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 Serves 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 Oct 5, 2023		FEE: 600	
Project Name (if applicable) Collina Corner			
Applicant Byblos Development, Inc.			
Contact Person Tom Harb			
Address 3700 34th Street, Ste 300	City Orlando	State FL	Zip 32805
Telephone 407-226-8888	Fax		
Email tharb@ph-dev.com			
OWNER INFORMATION ☒ (Check box if information is same as Applicant)			
Owner's Name			
Owner Address	City	State	Zip
Telephone	Email		
PROPERTY INFORMATION			
Address of Subject Property 4721 COLLINA TER	City Clermont	State FL	Zip 34711
General Location Northeast corner of Hwy 50 and Plaza Collina Blvd.			
Legal Description & Alternate Key (include copy of survey) FROM N 1/4 COR OF SEC RUN S 01-26-28 W ALONG W LINE OF NW 1/4 OF NE 1/4 A DIST OF 1170.77 FT TO N'LY R/W LINE OF SR 50, N 89-59-09 E ALONG SAID N'LY R/W LINE 638.33 FT FOR POB, RUN N 0-11-20 E 212.90 FT, N 41-39-24 E 17.10 FT, S 89-48-40 E 251.36 FT, S 0-0-0 W 224.79 FT TO N'LY R/W LINE OF SR 50, S 89-59-09 W ALONG SAID N'LY R/W LINE 263.42 FT TO POB ORB 3930 PG 1298			
Land Use (City verification required) VACANT COMMERCIAL (1000)			
Zoning (City verification required) UE URBAN ESTATE LOW DENSITY RESIDENTIAL DISTRICT			



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:

Based on the size of the lot and the necessary layout of all the buildings and supporting parking and driveways, we are requesting relief from "Sec. 117-15 (2) a.5 Setbacks" of the city code.

What are you proposing to do that would require a variance and why?

The proposed placement of the signage in the center of both buildings on the property allows for tenant identification to be displayed equidistant from both buildings, as well as provide enough visibility distance for westbound drivers to identify the location prior to the intersection.

How does the Code create a hardship?

Having to abide the 10' setback from the front property line as well as the 50' setback from either side property line severely limits the placement options for monument signage. The 10' setback would require the sign to be pushed back into already approved & built drive/parking area and a 5' high retaining wall.

The following justifications must be completed for any variance requested:

Variance requested – subject and code section:

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;
This request will have no affect on other businesses or adjacent owners. Due to being a corner lot, this places the sign further from the street signal and does not block other businesses.
- (2) The variance will allow a reasonable used of the property, which use in not out of character with other properties in the same zoning category;
The variance request allows for reasonable use of the property, no other variance to sign size is requested.
- (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;
Under Strict Compliance, it will conflict with the existing setback regulation due to existing 5' retaining wall.



CITY OF CLERMONT
VARIANCE
APPLICATION

(4) The granting of the variance is consistent with the city's comprehensive plan; and the requested location also keeps the sign more aesthetically pleasing since it would not have to be raised above a retaining wall.

(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 proposed placement of the signage in the center of both buildings on the property allows for tenant identification to be displayed equidistant from both buildings, as well as provide enough visibility distance for westbound drivers to identify the location prior to the intersection.

A. Tom Harb

Applicant Name (print)

x 
Applicant Name (signature)

A. Tom Harb

Owner Name (print)

x 
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)

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	Christina Perry
Contact Phone:	
Contact Email:	cperry@clermontfl.org
PO Number:	

Date:	11/22/2023
Order Number:	9557727
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	38.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	12/05/2023 - 12/05/2023	Govt Public Notices
LEE dailycommercial.com	1	12/05/2023 - 12/05/2023	Govt Public Notices

Order Confirmation Amount	\$70.04
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LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider a request at a public hearing to be held on Tuesday, December 12, 2023 at 6:30pm for the following variance: To allow for a ground sign setback to be less than the minimum requirements permitted by the Land Development Regulations, Chapter 117-15 Signs, at the following location:

LOCATION

Bojangles @ Plaza Collina
4721 Collina Terrace
(Alternate Key #3878786)

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 34711.

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.

Tracy Ackroyd Howe, MMC
City Clerk
L9557727 12/5/2023



AGENDA ITEM

Meeting Date	
Tuesday, December 12, 2023	
Agenda Item Name	
Resolution No. 2023-047R <i>The Learning Experience at Hammock Ridge</i>	
Requested Action	
Recommend approval of Resolution 2023-047R.	
Staff Report	
The applicant, Planeng, Inc., is requesting a Conditional Use Permit to allow for a childcare center facility in a Planned Unit Development (PUD) zoning district. The vacant parcel is located west of US Highway 27 and Bella Lago Drive. The property is part of the Tuscany Village PUD (Resolution No. 1532) known as The Shoppes of Hammock Ridge. The PUD allows C-1 Light Commercial permitted uses and the Future Land Use designation is Commercial. The Land Development Code, Section 125-313(5), requires a Conditional Use Permit for any childcare center in the C-1 zoning district.	
	
The applicant is proposing a 12,272 square foot childcare center with an outdoor playground area. The childcare center will allow up to the maximum of 232 children, and the parents will be required to park their vehicles and sign their children into the center. The project is not proposing any pick-up and drop-off areas, and the hours of operation will be 6:00 am to 6:30 pm, Monday through Friday. In 2019, a Traffic Impact Study was completed and required the installation of certain traffic improvements for the overall project which has been completed. The City's traffic consultant determined the proposed childcare center trip generation does not exceed the maximum trips and no further study is required. The childcare center will be required to completely screen the playground area from public view and streets. The proposed use will not be detrimental to the health, safety and welfare of the surrounding community.	
When evaluating a request for a Conditional Use Permit, Section 101-212, the general criteria for granting a permit requires specific development standards that are required to be met. Staff has reviewed the application as submitted and finds the proposed use can meet the general criteria for granting a Conditional Use Permit. Staff recommends approval of the Conditional Use Permit with the provisions contained in Resolution No. 2023-047R. <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.	2023-047R - The Learning Experience CUP (12.06.2023)	2023-047R - The Learning Experience CUP (12.06.2023).pdf
2.	LOCATION MAP	LOCATION MAP.pdf
3.	CUP Site Plan 10-25-23	CUP Site Plan 10-25-23.pdf
4.	Survey	Survey.pdf
5.	TLE Conceptual Renderings	TLE Conceptual Renderings.pdf
6.	Application	Application.pdf
7.	Legal Ad	Legal Ad.pdf



CITY OF CLERMONT
RESOLUTION NO. 2023-047R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A CHILDCARE FACILITY IN A PLANNED UNIT DEVELOPMENT ZONING DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida, at a meeting held on December 5, 2023, recommended approval of this Conditional Use Permit to allow for a childcare facility at the following location:

LOCATION:

The Learning Experience
Vacant parcel west of the intersection of US Highway 27
and Bella Lago Drive
Alternate Key 3890913 & 3877642

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 applicant has applied for a Conditional Use Permit to allow for a childcare facility to be located in a Planned Unit Development Zoning District, with C-1 permitted uses, the subject parcel is part of the Tuscany Village Planned Unit Development Master Plan (Resolution No. 1532) also known as The Shoppes at Hammock Ridge Phase 3;

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:

This application for a Conditional Use Permit to allow for a childcare facility be located in a Planned Unit Development zoning district, be granted subject to the following conditions:

SECTION 1: GENERAL CONDITIONS

1. This Resolution shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor in title or interest, and shall be subject to each and every condition herein set out.



CITY OF CLERMONT
RESOLUTION NO. 2023-047R

2. Upon approval of the resolution the aforementioned property shall only be used for the purposes described herein. No further expansion of the use or additions to this project shall be permitted except as approved by another Conditional Use Permit. Any other proposed use shall be specifically authorized by amendment and approval of the City of Clermont City Council.
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. Prior to the issuance of any permits, the applicant shall be required to submit formal site plans for review and approval by the City of Clermont Site Review Committee. The site plans shall meet all submittal requirements and comply with the conditions of this Resolution, applicable City Codes, Regulations, Ordinances, and provide compliance with the adopted City Comprehensive Plan, as amended.
5. No business can occupy any portion of the building unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Development Services Department.
6. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of grant 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. The structure shall be inspected by the Fire Marshal for life safety requirements. All requirements must be met prior to any Certificate of Occupancy being issued.
9. The structure shall be inspected by the City Building Inspector and all building code violations must be corrected prior to the issuance of a Certificate of Occupancy.
10. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.
11. This permit shall become null and void if substantial work has not begun within two (2) years of the date of issuance of this Conditional Use Permit.



CITY OF CLERMONT
RESOLUTION NO. 2023-047R

SECTION 2: LAND USES AND SPECIFIC CONDITIONS

1. This Conditional Use Permit is to allow for a childcare center with up to 12,275 square feet to be located in the Tuscan Village Planned Unit Development (Resolution No. 1532), also known as The Shoppes at Hammock Ridge. The Planned Unit Development allows C-1 Light Commercial permitted uses. The childcare center will allow up to the maximum of 232 children, and the parents will be required to park their vehicles and sign their children into the center. The project shall not have any pick-up and drop-off areas. The center hours of operation will be 6:00 am to 6:30 pm, Monday thru Friday.
2. The property shall be developed in substantial accordance with the Preliminary Conceptual Site Plan (Exhibit A) prepared by Planeng, Inc. The conceptual plan submitted with the Conditional Use Permit application is not an approved site plan. Formal construction plans incorporating all conditions stated in this Permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a Zoning Clearance or other development permits. The site will be required to comply with the Clermont Architectural Design Standards and Land Development Codes.
3. The site may also be used for any permitted use in the C-1 Light Commercial zoning district. All uses must adhere to the requirements of the Land Development Code.
4. The childcare facility playground area must be completely screened from adjacent properties and public streets.
5. In the event the operation of the use as authorized herein results in three (3) documented violations of City Code Chapter 34, Article II, "Noise" as may be amended or revised, in any thirty (30) consecutive-day period as verified by staff, this Conditional Use Permit shall be presented to the City Council for consideration of further conditions or revocation of this Conditional Use Permit.

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. 2023-047R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 12th day of December, 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

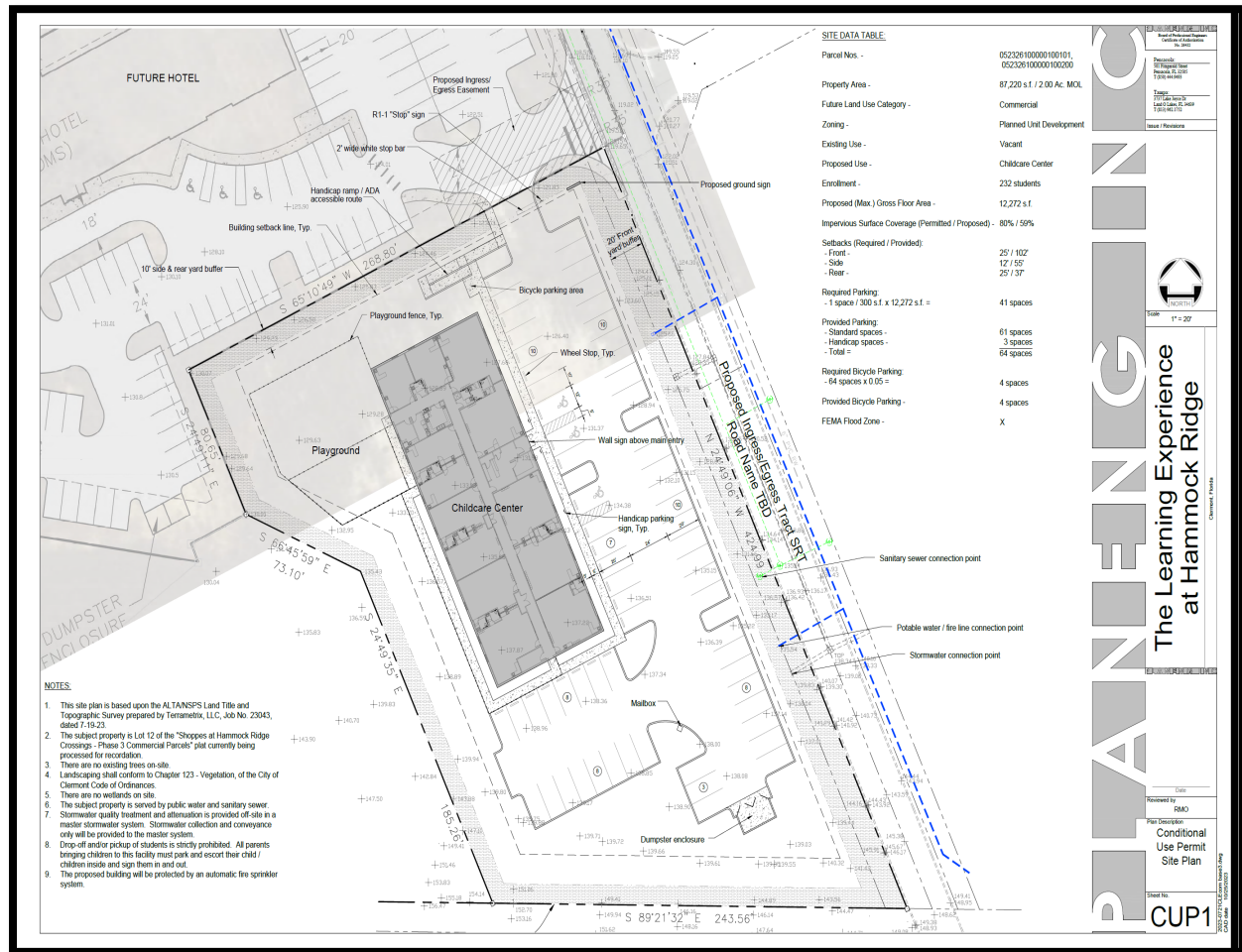
Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

CITY OF CLERMONT RESOLUTION NO. 2023-047R

Exhibit A – Preliminary Conceptual Site Plan



LOCATION MAP



NO.	REVISION	DATE	BY
			WCH

DRAWN BY:	AAW
CHECKED BY:	WCW
DATE:	7-10-23
JOB NUMBER:	23043
FILE:	23043-ALTA.DWG

SHEET NO.
2
OF 2



Viera TLE



Viera TLE

PRO-JECTRealty
PRO-JECT Realty, LLC • Licensed Real Estate Brokers

ARC3
architecture



Viera TLE

October 26, 2023

John Kruse

Planning Manager
City of Clermont
Development Services
685 W. Montrose St.
Clermont, FL 34711

Re: The Learning Experience at Hammock Ridge
Conditional Use Permit Application – Initial Submittal

Dear John,

Submitted for your review and approval are the following materials for a Conditional Use Permit application for the referenced project:

- CUP Application
- CUP Site Plan
- Letter of Authorization
- TLE Conceptual Renderings
- TLE Conceptual Elevations
- Warranty Deeds
- Plat Excerpt
- Legal Description (in MS Word)
- Hammock Ridge Traffic Study
- Copy of current survey

Note the boundary is predicated on the Plat currently being finalized for recordation in the City. Please let me know if you have any questions regarding this submittal.

Sincerely,

Planeng, Inc.



Russell M. Ottenberg
Vice President



CITY OF CLERMONT
CONDITIONAL USE PERMIT
 APPLICATION

Date Oct 24, 2023		FEE: \$845 + cost of advertisement + cost of traffic review (if necessary)	
Project Name (if applicable) The Learning Experience at Hammock Ridge			
Applicant Planeng, Inc.			
Contact Person Russell Ottenberg			
Address 3737 Lake Joyce Dr.		City Land O Lakes	State FL Zip 34639
Telephone 813.962.1752		Fax 866.413.6206	
Email			
OWNER INFORMATION ☐ (Check box if owner information is same as applicant)			
Owner's Name Shoppes at Hammock Ridge Crossings, LLC			
Owner Address 800 Highland Ave., Ste. 200		City Orlando	State FL Zip 32803
Telephone		Fax	
PROPERTY INFORMATION			
Address of Subject Property N/A - not yet assigned		City	State Zip
General Location West of the intersection of U.S. 27 & Bella Lago Dr.			
Legal Description & Alternate Key (include copy of survey) See attached.			
Land Use (City verification required) Commercial			
Zoning (City verification required) PUD			



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.

This is an application for a childcare center in the Hammock Ridge development. There is a significant need for childcare in the area, which is under served by this type of use. The location is appropriate as it is conveniently accessed by parents via U.S. 27 and Hammock Ridge Road. The proposed development will meet all applicable City of Clermont land development regulations, including but not limited to buffering & screening, landscaping, parking, etc. The proposed childcare facility will benefit the residents of the City of Clermont by providing a much needed and under served service in a modern, secure environment, adding to the well being of the children of the City of Clermont.

Russell Ottenberg

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

Legal Description

(Proposed) Lot 12 of the “Shoppes at Hammock Ridge – Phase 3 Commercial
Parcels” Plat. Said Plat currently under review for recordation.

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	Christina Perry
Contact Phone:	
Contact Email:	cperry@clermontfl.org
PO Number:	Res # 2023-047R

Date:	11/20/2023
Order Number:	9546287
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	11/28/2023 - 12/05/2023	Govt Public Notices
LEE dailycommercial.com	2	11/28/2023 - 12/05/2023	Govt Public Notices

Order Confirmation Amount	\$170.60
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Ad Preview

LEGAL NOTICE

On Tuesday, December 5, 2023 at 6:30 PM, the Clermont Planning & Zoning Commission will consider a request for a Conditional Use Permit (2023-047R), to allow for a childcare facility in the Tuscany Village Planned Unit Development (PUD) zoning district. The final public hearing for the proposed request will be heard by the Clermont City Council on Tuesday, December 12, 2023 at 6:30 PM.

LOCATION

Vacant parcel located west of US
Highway 27
and Bella Lago Drive
(Alternate Key # 3890913)

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
November 28, 2023 and
December 5, 2023

#9546287 11/28,12/5/23



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, December 12, 2023	
Agenda Item Name	
Resolution No. 2023-051R <i>Fee Schedule Amendment</i>	
Requested Action	
Staff Report	

This is an amendment to the comprehensive fee schedule for Parks and Recreation and Utility Billing (Sanitation).

The Parks and Recreation Department provides fields for rent to the community and tournament organizations. Staff have reviewed fees charged for similar facilities in the area. Based on fee comparisons, staff recommends the following fee adjustments:

	<u>Resident</u>	<u>Non-Resident</u>
Per Hour – Without Lights	\$15.00 \$20.00	\$25.00 \$30.00
Per Hour – With Lights	\$25.00 \$30.00	\$35.00 \$40.00
Tournament – Per Day, Per Field (inc. lights)	\$200.00	\$200.00

The regular rate for field usage would be adjusted to \$5 per hour. The fee for tournament usage would be adjusted to a daily rate, which would eliminate potential conflicts regarding hours of use.

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The City of Clermont has been fortunate over the past years to have negotiated a very beneficial contract with Waste Connection, the owner of the transfer station where the City's solid waste and recycling is offloaded. As this contract is coming to an end in March of 2024 the City has been advised that costs will increase significantly. For example, our current cost for solid waste is \$33.00 per ton to dump. Our new price is estimated to be \$70.00. Our current cost to dump recycling is \$0. Our new cost is estimated to be \$125.00 per ton.

Back in 2018, a rate study was conducted in which a recommendation was made to increase rates annually by 2.5% from 2019 to 2022. This recommendation was approved by the City Council at the time. However, the rate of inflation and cost increases in fuel, carts and capital vehicles have outpaced the previously approved increases.

The staff is proposing the following changes to the sanitation fee schedule to offset the significant disposal cost increases and to maintain a capital fleet replacement plan;

Increase residential rates from the current monthly charge of \$24.71 to \$28.50
Maintaining a consistent year round rate for residential service at \$28.50. No discount for in-active accounts.
Increasing residential rates for additional containers from the current cost of \$13.28 to \$15.00
Establish a commercial service charge of \$40.00 per month for one solid waste and recycling cart. Each additional solid waste or recycling cart is \$17.00 additional per month.
Establish bulk collection rates for volumes over 2 cubic yards at the rate of \$12.00 per yard for a maximum of 10

cubic yards.
Establish a onetime service setup fee of \$140.00 to offset the cost of providing new solid waste and recycling carts to new residents.

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Additional Analysis	
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Fiscal Impact Summary	
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Increase in revenue for the purposes stated in the staff report.

Fiscal Impact	Fund Number and Description	Available Budget Amount
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Exhibits Attached (copies of original agreements)	
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1.	2023-051R - Fee Schedule Amendment (12.05.2023)	2023-051R - Fee Schedule Amendment (12.05.2023).pdf
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CITY OF CLERMONT
RESOLUTION NO. 2023-051R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE FEE SCHEDULE FOR PARKS AND RECREATION AND UTILITY BILLING; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Clermont pursuant to its authority as a municipal corporation under the laws of the State of Florida, has the authority to establish and collect fees for planning and zoning, building services, fire review and inspection services, parks and recreation use, police, city clerk and utility billing; and

WHEREAS, the adoption of fees as set forth herein, is consistent with Clermont City Code Section 101.177, is in the best interest of the citizens of the City of Clermont and the cost effective, efficient, and appropriate operation of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clermont, Lake County, Florida, as follows:

SECTION 1:

The City Council does hereby amend the City of Clermont Fee Schedule for parks and recreation (attachment A) and utility billing (attachment B), with strikethroughs indicating the removal of language and underlines indicating the addition of language.

SECTION 2:

All parks and recreation use fees set forth in the Comprehensive Fee Schedule are subject to Federal, State and local sales taxes as applicable.

SECTION 3:

Sanitation rates noted in the Comprehensive Fee Schedule, Section 7 – utility billing fees, shall be adjusted every October 1 from October 1, 2024 through October 1, 2028 by the greater of the Florida Public Services Commission Annual Index Percentage or four point five zero (4.50%) percent.

SECTION 4: CONFLICT

All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.



CITY OF CLERMONT
RESOLUTION NO. 2023-051R

SECTION 5: 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 6: 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 7: PUBLICATION AND EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2023-051R

DONE AND RESOLVED, by the City Council of the City of Clermont, Lake County, Florida this 12th day of December, 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

Section 4 - Park and Recreation Fees

	<u>City Resident/ Non-Profit</u>	<u>Non-City Resident</u>
<u>Field Use Rental Rates</u>		
2. Per Hour – Without Lights	\$15.00 <u>\$20.00</u>	\$25.00 <u>\$30.00</u>
3. Per Hour – With Lights	\$25.00 <u>\$30.00</u>	\$35.00 <u>\$40.00</u>
4. Field Prep Fee Baseball or Softball	\$20.00	\$30.00
5. Field Paint Fee Multi-Purpose Field	\$100.00	\$125.00
6. Field Re-Paint Fee Multi-Purpose Field	\$60.00	\$70.00
7. Tournament Deposit Fee	\$400.00	\$400.00
8. <u>Tournament – Per Day, Per Field (inc. lights)</u>	<u>\$200.00</u>	<u>\$200.00</u>

Section 7 - Utility Billing Fees

	<u>City Resident</u>	<u>Non-City Resident</u>
<u>Sanitation Service</u>		
28. Monthly charge when water service is active	\$24.71 <u>\$28.50</u>	n/a
29. Monthly charge when water service is not active	\$12.35 <u>\$28.50</u>	n/a
30. Monthly charge for each additional container	\$13.28 <u>\$15.00</u>	n/a
31. Container replacement cost due to customer negligence	\$55.00	n/a
32. Commercial Service Monthly Charge	\$40.00	n/a
33. Commercial Service extra container	\$17.00	n/a
34. New service set up fee	\$140.00	n/a
<u>35. Bulk Collection Rates</u>		
3 Yards	\$36.00	n/a
4 Yards	\$48.00	n/a
5 Yards	\$60.00	n/a
6 Yards	\$72.00	n/a
7 Yards	\$84.00	n/a
8 Yards	\$96.00	n/a
9 Yards	\$108.00	n/a
10 Yards	\$120.00	n/a