



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
7:00 PM, Wednesday, November 12, 2014**

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. For items listed on the agenda, each speaker will be permitted 5 minutes to address the Council. For non-agenda items, each speaker will be permitted 3 minutes to address the Council. These time limits may be extended by the Mayor. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PROCLAMATION

Dolores Gano Walker

PRESENTATIONS

South Lake Kiwanis

Fire Department

Police Officer Recognition

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

Item No. 1 - Bid Award and Budget Amendment
for the Grant

Consider request to approve Request for Qualifications award recommendation to Water Resource Associates, Inc. for Alternative Water Supplies Strategic Services and a corresponding grant in the amount of \$300,000 and a budget amendment.

Item No. 2 - Bid Award

Consider request to award bid to Utility Service Co., Inc. to provide elevated water storage tanks coating and repairs in the total amount of \$546,300.

Item No. 3 - Resolution No. 2014-37

Consider request to approve Fiscal Year 2014 Budget Amendments.

Item No. 4 - Resolution No. 2014-39

Consider request to approve Public Participation Resolution.

**CITY OF CLERMONT
COUNCIL MEETING AGENDA
7:00 PM, Wednesday, November 12, 2014**

Item No. 5 - Banking Services Agreement

Consider request to approve extension of banking services agreement with Fifth Third Bank.

UNFINISHED BUSINESS

Item No. 6 - Resolution No. 2014-21
Woodwinds Apartments

Consider request to postpone Conditional Use Permit for a Planned Unit Development located on the east side of Grand Highway, north of Hunt Street and south of Citrus Tower Boulevard to December 9, 2014.

Item No. 7 - Variance
Woodwinds Apartments

Consider request to postpone request for three variances for property located on the east side of Grand Highway, north of Hunt Street and south of Citrus Tower Boulevard to December 9, 2014.

Item No. 8 - Ordinance No. 2014-35; *Final*

Consider approval of Ordinance to vacate right-of-way for a portion of Disston Avenue lying south of State Road 50 and north of Almond Street.

Item No. 9 - Ordinance No. 2014-37; *Final*

Consider request to approve Ordinance to provide zoning and restrictions for medical marijuana dispensaries.

NEW BUSINESS

Item No. 10 - Variance Request

Consider request to allow for a rear yard setback of 5 feet from the rear property line at 1216 Shorecrest Circle.

Item No. 11 - Variance Request

Consider request to allow a rear yard setback of 9 feet from the mean high-water line at 1958 Brantley Circle. Applicant requested to table to January 13, 2015 Council meeting.

**CITY OF CLERMONT
COUNCIL MEETING AGENDA
7:00 PM, Wednesday, November 12, 2014**

Item No. 12 - Joint Agreement

Consider request to approve agreement for the Joint Fire Station with Lake County.

Item No. 13 - Ordinance No. 2014-38, *Introduction*

Consider request from WCA Waste Corporation for a non-exclusive commercial garbage franchise agreement.

ADJOURN

Any person wishing to appeal any decision made by the City Council at this meeting will need a record of the proceedings. For that purpose, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. In accordance with the Americans with Disabilities Act (ADA), if any person with a disability defined by the ADA needs special accommodation to participate in this proceeding, then not later than two business days prior to the proceeding he/she should contact Clermont, City Clerk's Office, 352-241-7330.

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
Proclamation
Honoring Dolores Gano Walker

Whereas, Dolores Gano Walker was one of the founding members of the South Lake County Historical Society; and

Whereas, Ms. Walker serves as Honorary Historian for the City of Clermont; and

Whereas, she has contributed her time to the Lake County Historical Museum and history lectures at Lake-Sumter State College; and

Whereas, Ms. Walker was nominated to be voted into the Lake County Women's Hall of Fame; and

Whereas, she will be inducted into the Lake County Women's Hall of Fame for 2014;

Now, Therefore, Be It Proclaimed that the City of Clermont is proud of the accomplishments of Dolores Gano Walker to include induction in the Lake County Women's Hall of fame.

In Witness Whereof, I, Harold S. Turville, Jr., Mayor of the City of Clermont, set my hand and caused the Great Seal of the City of Clermont to be affixed this 12th day of November in the year two thousand fourteen.

ATTEST:

Harold S. Turville, Jr., Mayor

Tracy Ackroyd, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date			
Wednesday, November 12, 2014			
Agenda Item Name			
Fire Department			
Requested Action			
Staff Report			
Assistant Chief Joseph Silvestris will introduce new Firefighters: David Barragan, Joseph DeMarinis, Caleb Earhart, Moreno Farah, Jorge Pallisso, Fernando Jimenez, John Savelli, Bruce Wisniewski and Thomas Sharek.			
Legal Impact			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date			
Wednesday, November 12, 2014			
Agenda Item Name			
Police Officer Recognition			
Requested Action			
Staff Report			
Present recognition of a Chief's Achievement Award and two Officer of the Quarter Awards.			
Legal Impact			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date	
Wednesday, November 12, 2014	
Agenda Item Name	
Bid Award and Budget Amendment for the Grant	
Requested Action	
Move to approve Water Resource Associates, Inc. to provide alternative water supplies strategic services not to exceed \$300,000 and budget amendment.	
Staff Report	
The evaluation committee recommends approval of the above action. The Purchasing Division issued a Request for Qualifications (RFQ) number 14-032 on June 16, 2014 to obtain the services of a qualified firm to provide alternative water supplies and strategic services. The communities of Clermont, Groveland, Minneola, Mascotte, Lake County, and Lake Utility Services have been participating in the South Lake Regional Water Initiative (SLRWI) which fosters a cooperative approach to resolving the South Lake Cities collective current and future water resource demands. As an extension of this cooperative approach, the SLRWI group determined that it would be in the best interest of its members to solicit consulting services to evaluate water supply options for serving each entity's potable and irrigation demands individually and as a whole. The City of Clermont Purchasing Division acted as the lead agency for the cooperative RFQ. The RFQ was conducted as per the guidelines of the State of Florida Consultant's Competitive Negotiation Act (CCNA). The RFQ was fully competed, advertised and complies with the City of Clermont Purchasing Policy. There were four (4) responses to the RFQ. An evaluation committee composed of SLRWI representatives review, scored and ranked the responses. After the shortlisted firms conducted their presentations to the committee, there was a tie between Water Resource Associates, Inc. and CH2M Hill Engineers and both firms were ranked as number 1. The firm CH2M Hill Engineers formally withdrew their firm from consideration to participate in the project leaving Water Resource Associates, Inc. as the top ranked firm. Water Resource Associates, Inc. was selected for their qualifications, knowledge and experience of alternative water supply and permitting and is therefore being recommended for award. In February 2014, Lake County B.C.C. submitted a grant application to the State of Florida for the SLRWI Group Alternative Water Supply Study in the amount of \$300,000. The grant was awarded in October for the full requested amount. The City of Clermont is the lead agency for this cooperative water resource initiative and will act as the Administrative/Procuring Agency for the SLRWI group. Payment for work completed will be initially paid by the City of Clermont Environmental Services Department and will be reimbursed by Lake County B.C.C./State of Florida as per the awarded grant agreement.	
Legal Impact	

Additional Analysis		
Fiscal Impact Summary		
The cost of the study and associated grant are not included in the current year budget. Therefore, a budget amendment to professional services and grant revenue in the amount of \$300,000 is necessary.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Response Tabulation	RFQ 14-032 Response Tabulation.pdf
2.	Ranking Order	RFQ 14-032 Ranking Order.pdf
3.	Grant Agreement	FDEP.Study.Grant.LP35140 Lake County rev 10-20-14.pdf
4.	Ad	RFQ 14-032 Water Supply Strategic Services.pdf



RESPONSE TABULATION

RFQ 14-032, ALTERNATIVE WATER SUPPLY STRATEGIC SERVICES
DUE DATE/TIME: JULY 31, 2014 AT 2:00 P.M. (EST)

COMPANY NAME	ADDENDUM 1	ADDENDUM 2	1-ORIGINAL, 7-COPIES
CPH, Inc. – Orlando, FL	Y	Y	Y
Water Resource Associates, Inc. – Tampa, FL	Y	Y	Y
CH2M Hill Engineers, Inc. – Orlando, FL	Y	Y	Y
Jones Edmunds & Associates, Inc. – Winter Haven, FL	Y	Y	Y

**** Addendum 1 and 2 were not mandatory submittals with RFQ.**



PURCHASING DIVISION

September 23, 2014

RFQ 14-032, Alternative Water Supplies Strategic Services

Based on the presentation from shortlisted firms, the Evaluation Committee ranking is as follow:

Company Name	Rank
Water Resource Associates	1
CH2M Hill Engineers	1
Jones Edmunds & Associates	2

**STATE FINANCIAL ASSISTANCE AGREEMENT
LAKE COUNTY
DEP AGREEMENT NO. LP35140**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1668A OF THE 2014-2015
GENERAL APPROPRIATIONS ACT**

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 2600 Blair Stone Road, MS 3505, Tallahassee, Florida 32399-2400 (hereinafter referred to as the "Department") and LAKE COUNTY, whose address is 315 West Main Street, Tavares, Florida 32778 (hereinafter referred to as "Grantee"), a local government under the laws of the State of Florida, to provide funds for the "South Lake Regional Water Initiative" project. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party."

In consideration of the mutual benefits to be derived from this Agreement, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A** (Project Work Plan), and all attachments and exhibits named and attached hereto, which are incorporated by reference.
2. This Agreement shall be effective on July 1, 2014 and end no later than December 31, 2015, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the effective date through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
3.
 - A. As consideration for the services satisfactorily rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis an amount not to exceed \$300,000 toward the total estimated project cost of \$300,000. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Project Work Plan described in **Attachment A**, by amendment of this Agreement, to provide for the work that can be accomplished for the funding identified above.
 - B. Prior written approval from the Department's Grant Manager shall be required for changes between deliverable budget categories not to exceed 10% of the total deliverable budget amount. The Department Grant Manager will transmit a copy of the written approval and revised budget to the Department Contracts Disbursements Office for inclusion in the Agreement file. Changes that exceed 10% of the total approved deliverable budget will require a formal change order to the Agreement. Changes that

transfer funds from one deliverable to another or that increase or decrease the total deliverable funding amount will require a formal amendment to the Agreement.

C. The Grantee shall request reimbursement for all eligible project costs upon receipt and acceptance of the deliverable(s) identified in **Attachment A**, utilizing a properly completed Disbursement Request Package (provided as **Attachment B**). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final Disbursement Request Package must be submitted to the Department no later than March 31, 2016, to assure the availability of funds for payment. The Disbursement Request Package must include:

- (1) A completed Disbursement Request Form submitted by the Grantee's Grant Manager. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the amount expended for such work; and the person providing the service or performing the work and proof of payment of the invoices; and,

- (2) A certification signed by the Grantee's Grant Manager as to the current cost of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased or performed and applied to the project; that all funds expended to date have been applied toward completing the Project; and,

- (3) If construction is included in **Attachment A**, a certification by the Engineer responsible for overseeing construction is necessary. The certification must state that equipment, materials, labor and services represented by the construction invoices have been satisfactorily invoiced, purchased, received, approved and applied to the Project, as described in the Project Work Plan (**Attachment A**), in accordance with construction contract documents; state that payment is in accordance with construction contract provisions; state that construction, up to the point of the request, is in compliance with the contract documents; and identify all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit; and,

- (4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the **Attachment C, Contract Payment Requirements**, the Grantee shall comply with the minimum requirements set forth therein. The Disbursement Request Package Form in **Attachment B** shall be accompanied by supporting documentation and other requirements as follows:

- (1) Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup

documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries of the subcontractor's employees shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse overpayments resulting from use of these excessive multipliers to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed price (vendor) subcontracts, the following provisions shall apply:

a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.

b. The Grantee may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.

c. All subcontracts are subject to the provisions of paragraph 13 and any other appropriate provisions of this Agreement which affect subcontracting activities.

(2) Equipment – (Capital outlay costing \$1,000 or more) - The Grantee will not be reimbursed for the purchase of non-expendable equipment costing \$1,000 or more under the terms and conditions of this Agreement.

E. In addition to the invoicing requirements contained in paragraph 3.C. and 3.D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information when requested must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits).

F. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>.

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The Parties understand that this Agreement is not a commitment of future appropriations.

5. Progress Reports (**Attachment D**) shall be submitted quarterly describing the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Final Project Report shall be submitted no later than the completion date of the Agreement. The Department's Grant Manager shall have ten (10) calendar days to review the required reports and deliverables submitted by the Grantee.

6. RESERVED.

7. Each Party agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

8. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.

9. No payment will be made for deliverables deemed unsatisfactory by the Department. If a deliverable is deemed unsatisfactory, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days after notification that the deliverable was unsatisfactory. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate the Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under the Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days after approval by the Department.

A. A CAP shall be submitted within ten (10) business days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) business days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) business days from receipt of the Department's letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department's approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not alter or amend the Grantee's obligations under this Agreement. If the CAP fails to correct or eliminate performance deficiencies by the Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall serve to condone, forgive or estop the Department from asserting subsequent deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

C. Failure to respond to the Department's request for a CAP or failure to correct a deficiency in the performance of the Grantee as specified by the Department may result in termination of this Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above.

10. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt pursuant to Section 24(a) of Article I of the State Constitution, Section 119.07(1), Florida Statutes, or other statute.

11. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. If any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

12. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment G, Special Audit Requirements**, attached hereto and incorporated herein by reference. **Exhibit 1 to Attachment G** summarizes the funding sources supporting the Agreement for purposes

of assisting the Grantee in complying with the requirements of **Attachment G**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Manager identified in paragraph 18 of this Agreement.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment G, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section _____.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

13. The Grantee may subcontract, assign, or transfer any work under this Agreement without the written consent of the Department's Grant Manager, except as provided in paragraph 3.D.(1)b. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) business days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be responsible to any subcontractor for any expenses or costs incurred under the subcontract and that the Grantee shall be solely responsible to the subcontractor for all expenses and costs incurred under the subcontract.

14. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

15. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

16. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

17. Any notices between the Parties shall be considered delivered when posted by Certified Mail, return receipt requested, overnight courier service, electronic mail (e-mail) or delivered in person to the Grant Managers at the addresses below.

18. The Department's Grant Manager for this Agreement is identified below.

Paul Brandl
State Revolving Fund
Florida Department of Environmental Protection
2600 Blair Stone Road, MS 3505
Tallahassee, Florida 32399-2400
Phone: (850) 245-8373
Fax: (850) 245-8411
Email: Paul.Brandl@dep.state.fl.us

Any changes to the contact information shown above must be reduced to writing in the form of a Change Order to this Agreement.

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

Brian Sheahan
Lake County BOCC
Post Office Box 7800
Tavares, Florida 32778
Phone: (352) 742-3960
Fax: (352) 343-9106
Email: bsheahan@lakecountyfl.gov

Any changes to the contact information shown above must be reduced to writing in the form of a Change Order to this Agreement.

20. To the extent required by law, the Grantee will be self-insured for worker's compensation, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of Grantee's employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide,

adequate insurance satisfactory to the Department, for the protection of those employees not otherwise protected.

21. A. The Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$100,000 each occurrence and \$300,000 aggregate. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by him.

B. The Grantee shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or by anyone directly or indirectly employed by him. The minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company
Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Liability Coverage

C. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice (with the exception of non-payment of premium which requires a 10 day notice) to the Department's Procurement Administrator.

22. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.

23. RESERVED.

24. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.

25. RESERVED.

26. RESERVED.

27. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

B. An entity or affiliate, as defined in section 287.134, Florida Statutes, who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

28. A. The accounting systems for all Grantees must ensure that funds awarded by this grant are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

B. If the Department finds that these grant funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

C. If the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

29. Land acquisition is not authorized under the terms of this Agreement.

30. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the

remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

31. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

LAKE COUNTY

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
County Manager

By: _____
Program Administrator
State Revolving Fund

Date: _____

Date: _____

FEID No.: _____

Paul Brandl, DEP Grant Manager

Approved as to form and legality:

DEP Attorney

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

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Project Work Plan (7 Pages)
Attachment	B	Disbursement Request Package (3 Pages)
Attachment	C	Contract Payment Requirements (1 Page)
Attachment	D	Progress Report Form (1 Page)
Attachment	E	Reserved
Attachment	F	Reserved
Attachment	G	Special Audit Requirements (5 Pages)

**ATTACHMENT A
PROJECT WORK PLAN
LAKE COUNTY
LP35140**

Project Title: <i>South Lake Regional Water Initiative</i>
Project Location: <i>South Lake County</i>
Project Background: Local governments in South Lake County are participating in the Central Florida Water Initiative (CFWI). The CFWI process involves bringing together three water management districts, the FDEP and local governments in a five county area to cooperatively address the region's water supply needs in an environmentally sustainable fashion. At the end of the CFWI process, local government utilities will need to implement the solution concepts developed. Significant effort and expense will be required to refine project concepts and generate engineering plans for construction. South Lake County formed the South Lake Regional Water Initiative (SLRWI) to enable five small communities and a private utility company to pool their resources and participate in the CFWI process in a meaningful way. The funding requested will allow the SLRWI members to hire an engineering firm capable of evaluating and recommending suitable options for meeting the group's water supply needs within the framework of the CFWI process which they otherwise would be unable to afford. It is estimated that the project(s) developed will serve a population of 220,000 residents (current population of 92,000) by 2035. Lake County government, the communities of Clermont, Mascotte, Groveland, Minneola and Montverde and Lake Utility Services Inc. have already entered into an Interlocal Agreement creating the relationship for moving forward.
Project Description: <i>Provide a detailed description of the work to be performed for the project. Project descriptions should include specific tasks for the completion of the project, deliverables specific to the tasks (required reports such as progress reports and final reports are not deliverables as they are required by all agreements and are not project specific), estimated timeline for the completion of the tasks and submittal of the deliverables and the criteria that will be used to evaluate the successful completion of the task. The following format is recommended:</i>
1.Task <i>(include criteria used to determine success) :</i>
<u>Scope of Services</u>
A. Review and Summarize Demand Projections for SLRWI Members
1. Meet with SLRWI Group and their consultants to discuss and collect all relevant information related to current Consumptive Use Permit (“CUP”) conditions, water resource allocations and status.
2. Review population projections, in 5-year increments, up to the year 2035, based upon the best available data. In determining the best available data, consideration of the University of Florida’s Bureau of Economic and Business Research (BEBR) medium population

projections and population data should be a priority. Any adjustment or deviation from BEBR projections must be fully described to support an alternative approach.

3. Review water resource demand projections for all reasonable-beneficial uses, in 5-year increments, up to the year 2035 and quantify demands according to use and water quality requirements. Corroborate or recommend corrections to the SLRWI Group demand projections.
4. Review water supply demand projections for the South Lake Sector Plan area and categorize the demands according to end use and water quality requirements for that type of use (e.g. potable, irrigation, groundwater recharge).
5. Develop a summary table listing the projected demands in 5-year increments up to the year 2035, by community, for each type of end use and quality of water needed to meet that type of use.

Deliverable: Alternative Water Supply Feasibility Study Final Report

Timeline for Completion: December 15, 2015

Task Budget: \$35,000

Performance Standard: The deliverable (an alternative water supply feasibility study report) must be acceptable to the Grantee.

B. Review Available Water Supply Sources in the Region

1. Review Available Groundwater Sources in the Region

- a. Review CUPs for the SLRWI Group to identify available current groundwater sources and existing groundwater allocations.
- b. Meet with private utility companies in the region that are not currently members of the SLRWI Group. Review and summarize the CUPs and the demand projections in 5-year increments up to the year 2035 and determine if there is excess capacity potentially available for use by the SLRWI Group.
- c. Consult with the SJRWMD to determine if additional groundwater is available through the conversion of wells from the upper Floridan aquifer to the Lower Floridan aquifer. Determine candidate wells for conversion and the quantity of water that may be potentially made available.
- d. Evaluate any treatment and transmission needs for the use of these groundwater sources.

2. Review Available Wastewater and Reclaimed Water Sources

- a. Review wastewater generation projections up to the year 2035 for each of the SLRWI Group and determine the capacity of wastewater sources that could be treated to reclaimed water and the capacity of reclaimed water that will be available for reliable irrigation service or other public access use. Estimate

supplemental water and storage requirements to maximize the beneficial reuse of reclaimed water. Review storage options such as ASR and reservoir impoundments and their suitability for use in study area.

- b. Review areas within the SLRWI member wastewater service areas that are currently served by septic tank. Review the quantity of wastewater and reclaimed water that could be made available if septic tank areas were retrofitted with sanitary sewer service and treated to reclaimed water standards. Evaluate the groundwater impacts of removing septic tank outflow and utilizing the water for irrigation purposes. Evaluate potential water quality benefits of removing these septic tanks from service.
 - c. Meet with the City of Orlando and Orange County to discuss wastewater flow projections for the Water Conserv II project. Summarize information regarding projected reclaimed water supplies delivered to Water Conserv II and the anticipated demands and uses through the year 2035. Quantify the flow intended for irrigation purposes, current rapid infiltration basins (RIBs), future RIBs, or other potential uses.
3. *Review Available Surface Water and Stormwater Sources in Lake County*
 - a. Meet with the Lake County Water Authority to determine if any surface water or stormwater resources may be available in the area. Determine the viability of such sources and estimate the sustainable yield potential and possible uses.
 - b. Evaluate any treatment and transmission needs for the use of these surface water or stormwater resources.
4. *Review Available Sources from On-Going Regional Alternative Water Supply Projects*
 - a. Meet with the Water Cooperative of Central Florida to discuss potential water resource availability. Quantify the amount of water available, by quality and potential uses, up to the year 2035.
 - b. Meet with Seminole County Environmental Services to discuss the volume of available water from Yankee Lake. Evaluate the likely quality and quantity of raw water and discuss its suitability for potable and non-potable uses.
 - c. Meet with the SJRWMD, the South Florida Water Management District and the Southwest Florida Water Management District to determine if any additional alternative water supply projects within reasonable distance of the SLRWI Group (up to 30 miles) have been identified and could potentially be developed for use. Determine the quantity and quality of water available up to the year 2035.
5. Determine if there are any other potential water resources available for meeting or off-setting future demands
6. Develop a summary table listing the projected sources, water quality and quantity of water

available In 5-Year increments up to the year 2035.

Deliverable: Technical Memorandum 1 – Demand Projections for SLRWI Members

Timeline for Completion: December 15, 2015

Task Budget: \$40,000

Performance Standard: The deliverable must be acceptable to the Grantee.

C. Potential Impact Mitigation Strategies for MFL water bodies, Infrastructure Needs Evaluation and Cost Estimates

1. Review SJRWMD groundwater modeling output to identify sources of impacts to the MFL water bodies affected by groundwater withdrawals. Determine the proportional share of each impact source and develop a summary table listing the entity and its estimated share of the impact, both amongst the SLRWI Group and other Central Florida utilities.
2. Evaluate the groundwater recharge alternatives, including the use of RIBs, to mitigate the impacts to the Affected Lakes.
3. Review and develop other mitigation and/or recovery strategies for the Affected Lakes.
4. Perform groundwater modeling for the proposed mitigation/recovery strategies to determine the most beneficial location for infrastructure related to these strategies, the acreage of land required, and the quantity of water needed to mitigate impacts to acceptable levels.
5. Develop preliminary opinions of cost for recommended mitigation strategies developed above.

Deliverable: Technical Memorandum 2 – Available Water Resources in the SLRWI Region

Timeline for Completion: December 15, 2015

Task Budget: \$60,000

Performance Standard: The deliverable must be acceptable to the Grantee.

D. Infrastructure Needs Evaluation and Cost Estimates for Implementation of Additional Water Supply Sources Identified in Part B

1. Review required transmission needs for proposed alternatives.
 - a. Review the water, sewer and reclaimed water conveyance infrastructure currently in place for the SLRWI Group. Review current plans for interconnection and determine the transmission capacity available through the use of a hydraulic model.
 - b. For viable water resources identified in Part B, determine the size and most economical route for transmission piping to convey the water resource to the

SLRWI Group. Identify appropriate destination points in the SLRWI region that would allow for the distribution of water resources to the needed locations.

- c. Determine the collection and transmission infrastructure needed to capture flow from septic tank service areas identified in Part B.2.b. Confirm that capacity is available at the nearest SLRWI Group wastewater treatment facility to treat the resulting flow.
 - d. Determine transmission requirements, including pipe sizing and routes, for the mitigation strategies developed in C. above.
 - e. Develop an opinion of probable construction cost for collection and transmission infrastructure recommended in b, c, and d above.
2. *Review required treatment needs for proposed alternatives.*
- a. For viable water resources identified in Part B, determine if additional treatment by the SLRWI Group will be required, the treatment processes necessary to achieve the required water quality and the capacity required for treatment of the resource.
3. Recommend infrastructure modifications necessary to allow for the conveyance of water resources between parties. Indicate whether the modification is to potable, wastewater or reclaimed water infrastructure and develop a preliminary opinion of cost for the recommended improvements.
4. Evaluate the benefits of using storage facilities such as ASR, surface impoundment reservoirs and estimate the size and volume needed to maximize the use of available water resources.
5. Summarize the recommended infrastructure improvements in a table listing the type of improvement, purpose, location, size, type of water resource conveyed, quantity of water resource conveyed and the preliminary opinion of cost for each.

Deliverable: Technical Memorandum 3 – Mitigation Strategies for Affected Lakes & Infrastructure Needs

Timeline for Completion: December 15, 2015

Task Budget: \$60,000

Performance Standard: The deliverable must be acceptable to the Grantee.

E. Alternative Water Supply Feasibility Study Report Preparation

1. Prepare a report, in Microsoft Word format, detailing the information collected in Parts A through D. The report should include prioritized recommendations for water resource and mitigation strategy projects that off-set or provide benefits to MFL water bodies. The report should include approximate quantities made available by each project, locations, approximate capital and operation costs, and potential benefits of each project. Provide an executive summary including critical tables and recommended actions.

2. Prepare a powerpoint presentation, suitable for public display, summarizing the contents of the report.
3. Present the report conclusions to the members of the SLRWI Group and other groups as determined by the SLRWI Group.

Deliverable: Technical Memorandum 4 - Infrastructure Needs Evaluation & Cost Estimates for Implementation of Additional Water Supply Sources & Mitigation Strategies

Timeline for Completion: December 15, 2015

Task Budget: \$60,000

Performance Standard: The deliverable must be acceptable to the Grantee.

F. Administration, Governance and Funding

1. Work with the SLRWI to determine the best organizational and legal structure for the group moving forward, including the selection of a single entity to be the administrator for implementation of future recommended projects.
2. Provide a technical memorandum summarizing available funding sources and project delivery methods for implementation of future recommended projects.
3. Provide the following administration duties during the course of the study.
 - a. Meet with the SLRWI Group on a monthly basis to discuss progress.
 - b. Conduct workshops as necessary to provide detailed overviews of project deliverables.
 - c. Meet with interested community groups, as directed by the SLRWI Group, to discuss project progress and findings to date.
 - d. Meet with other local governments and regulatory agencies.
 - e. Provide CUP assistance to the South Lake Cities as it relates to information prepared as part of this scope of work.
 - f. Any other administrative duties as assigned.

Deliverable: Technical Memorandum 5 - Administration, Governance and Funding

Timeline for Completion: December 15, 2015

Task Budget: \$30,000

Performance Standard: The deliverable must be acceptable to the Grantee.

G. Completion of Tasks A through E

1a.Deliverable:

Alternative water supply feasibility study report per Task E.

Timeline for completion:

Within six (6) months of the consultant receiving notice to proceed, or by December 31, 2015. The Request for Proposals was issued on June 16. Selection is anticipate to occur by September 2014.

Budget Information: \$15,000

Salaries:

The grant will not be used to fund local staff positions. All funds will be used to pay for the consultant's time and expenses.

Fringe Benefits:

N/A

Travel:

N/A

Contractual:

The full grant amount of \$300,000 will be used for contractual services. The consultant selected will perform the scope of services provided in the Project Description section of this form.

Equipment:

N/A

Supplies/Other Expenses:

N/A

Land:

N/A

Indirect:

N/A

Performance Standard: The deliverable (an alternative water supply feasibility study report) must be acceptable to the Grantee and provide recommendations for water resource and mitigation strategy projects in South Lake County.

NOTE: IF THERE IS MATCH, THE SAME DETAIL MUST BE PROVIDED FOR ALL MATCH PROVIDED. IF MATCH IS BEING PROVIDED BY AN ENTITY OTHER THAN THE GRANTEE, A LETTER OF COMMITMENT FROM THE ENTITY MUST BE SUBMITTED AND KEPT IN THE FILE. IN KIND MATCH MUST BE CALCULATED AT THE FAIR MARKET VALUE FOR THE WORK BEING CLAIMED.

THIS SHOULD BE DONE FOR EACH TASK AND EACH DELIVERABLE TO BE COMPLETED UNDER THIS AGREEMENT. PAYMENT IS TIED TO THE SUBMITTAL AND ACCEPTANCE OF DELIVERABLES. DELIVERABLES MUST BE QUANTIFIABLE AND MEASURABLE AND THERE MUST BE A PERFORMANCE STANDARD THAT IS SPECIFIC TO THE APPROVAL OF THE DELIVERABLE.

Total Budget by Task and Deliverables: *The tasks and deliverables identified here should agree with the tasks and deliverables identified and described above. Identify the deliverables for the tasks as follows: 1a, 1b, etc. Do not list required progress reports and final reports as*

deliverables as they are required under all agreements and are not project specific.

Tasks		DEP Funding	Submittal Date	Matching Funds and Source	
				Matching Funds	Source of Funds
A.	Project Management (To be Proportional Distributed through Tasks B – G)	\$ 35,000	December 15, 2015	\$0	N/A
B.	Technical Memorandum 1 – Demand Projections for SLRWI Members	\$40,000	December 15, 2015	\$0	N/A
C.	Technical Memorandum 2 – Available Water Resources in the SLRWI Region	\$ 60,000	December 15, 2015	\$0	N/A
D.	Technical Memorandum 3 – Mitigation Strategies for Affected Lakes & Infrastructure Needs	\$ 60,000	December 15, 2015	\$0	N/A
E.	Technical Memorandum 4 - Infrastructure Needs Evaluation & Cost Estimates for Implementation of Additional Water Supply Sources & Mitigation Strategies	\$ 60,000	December 15, 2015	\$0	N/A
F.	Technical Memorandum 5 - Administration, Governance and Funding	\$ 30,000	December 15, 2015	\$0	N/A
G.	Alternative Water Supply Feasibility Study Final Report	\$ 15,000	December 15, 2015	\$0	N/A
Total:		\$300,000			
Project Total:					\$300,000

ATTACHMENT B
Disbursement Request Package
Legislative Projects (LP) Grants

1. Grantee/Recipient Lake County
2. Project Number LP35140 Date of Request _____
3. Disbursement Request Number _____ Required Match % _____
4. Type of Request: Partial ☐ Final ☐
5. Federal Employer Identification Number _____
6. Task/Deliverable No. _____
7. Mail ☐ EFT ☐ Send Remittance to:

Disbursement Details

(cumulative amounts rounded to the nearest dollar)

NOTE: Can only claim expenses in approved budget.

1. Contractual Services
2. Total
3. Disbursements previously requested
4. Amount Requested for Disbursement (line 2 minus 3)

Amount this Request	Total Cumulative

**** SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION FOR EACH DELIVERABLE TO: ****

Florida Department of Environmental Protection
State Revolving Fund Management MS 3505
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

or email your request to:

SRF_Reporting@dep.state.fl.us

Grant Manager's Certification
of Disbursement Request

I, _____ ,
(name of Grantee's Grant Manager designated in the Agreement)

on behalf of _____ , do hereby certify that:
(name of Grantee/Recipient)

1. The disbursement amount requested on Page 1 of this form is for allowable costs for the project described in Attachment A of the Agreement;
2. All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in paragraph 3D;
3. The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts;
4. If funds were advanced, all funds received to date have been applied toward completing the project; and
5. All permits and approvals required for the construction which is underway have been obtained.

(Signature of Grant Manager)

(Date)

Engineer's Certification
of Disbursement Request

ONLY SUBMIT IF CONSTRUCTION IS PART OF THE PROJECT

I, _____, being the Professional Engineer retained by
(name of Professional Engineer)
_____, am responsible for overseeing construction of the
(name of Grantee/Recipient)
project described in the Agreement and do hereby certify that:

1. Equipment, materials, labor, and services represented by the construction invoices have been satisfactorily purchased or received and applied to the project in accordance with construction contract documents filed with and previously approved by the Department of Environmental Protection;
2. Payment is in accordance with construction contract provisions;
3. Adequate construction supervision is being provided to assure compliance with construction requirements and Florida Administrative Code Chapter 62-600 or Chapter 62-604, as appropriate;
4. Construction up to the point of this disbursement is in compliance with the approved plans and permits;
5. All changes, additions, or deletions to the construction contract(s) have been documented by change order and all change orders have been submitted to the Department; and
6. All additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose (since issue of the pertinent Department permit) have been identified in writing by amendment to this Agreement.

Signature of Professional Engineer

Firm or Affiliation

(Date)

(P.E. Number)

ATTACHMENT C

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	LP35140		
Grantee Name:	Lake County		
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			
Provide the following information for all tasks and deliverables identified in the Project Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task. NOTE: Use as many pages as necessary to cover all tasks in the Project Work Plan. <u>The following format should be followed:</u> Task 1: Progress for this reporting period: Identify any delays or problems encountered:			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP35140 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT G

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", "Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue, Line Item 1668A	2014-2015	37.039	Statewide Surface Water Restoration and Wastewater Projects	300,000	140047

				Total Award	\$300,000	
--	--	--	--	-------------	-----------	--

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

REQUEST FOR QUALIFICATIONS

The City of Clermont is requesting qualifications from qualified respondents interested in providing Alternative Water Supply Strategic Services (RFQ 14-032). All responses must be received prior to **2:00 P.M. on Thursday, July 31, 2014**. Information may be obtained from the City's website at www.cityofclermontfl.com

Publication Date: Lake Sentinel
June 19, 2014
June 27, 2014



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Wednesday, November 12, 2014		
Agenda Item Name		
Bid Award		
Requested Action		
Move to approve Utility Service, Co., Inc. to perform elevated tower storage tanks coating and repairs in the total amount of \$546,300.		
Staff Report		
The Purchasing Division and the Environmental Services Department recommend approval of the above action. The Environmental Services Department contacted the Purchasing Division to determine the most effective manner to contract a company to provide coating and repair work, as applicable, to two (2) elevated water storage tanks. The Purchasing Division issued a Request for Bid (RFB) number 15-001 on September 19, 2014 to acquire these services. The RFB was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There were seven (7) responses to the RFB. The work involves surface preparation and coating of both interior and exterior as well as repair work for the Bloxam elevated water tank and the City's new logo. The Eastern water tank will receive exterior coating and the replacement of the City's new logo. The apparent low bidder, Spensieri Diversified, LLC., withdrew their bid from award consideration citing an oversight in mathematical error. The Purchasing Manager allowed the withdraw of Spensieri Diversified, LLC. bid without prejudice. The second responsive and responsible bidder, Utility Service Co., Inc., who complied with all terms, conditions, and specifications stated in the RFB, is being recommended for award at the total lump sum price of \$546,300 for both water tanks.		
Legal Impact		
Additional Analysis		
Fiscal Impact Summary		
Project cost is included in the current year budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$546,300.00	41533-66300	\$546,300.00
Exhibits Attached (copies of original agreements)		
1. Response Tabulation RFB 15-001 Response Tabulation.pdf 2. Ad RFB 15-001 Newspaper Advertisement (2).pdf		



RESPONSE TABULATION

RFB 15-001, ELEVATED WATER STORAGE TANK COATING AND REPAIRS
DUE DATE/TIME: OCTOBER 23, 2014 AT 2:00 P.M. (EST)

COMPANY NAME	ADDENDUM 1 & 2	BID BOND	BLOXAM TOWER	EASTERN TOWER	LUMP SUM PRICE
Spensieri Diversified, LLC – Haines City, FL	Y	Y	\$313,490	\$72,800	\$386,290
Utility Service Co., Inc. – Perry, GA	Y	Y	\$480,700	\$65,600	\$546,300
TMI Coatings, Inc. – St. Paul, MN	Y	Y	\$639,800	\$72,200	\$712,000
TankRehab, LLC. – Jacksonville, FL	N	Y	\$700,000	\$55,000	\$755,000
Caldwell Tanks, Inc. – Harrodsburg, KY	Y	Y	\$754,900	\$36,200	\$791,100
Southern Road & Bridge, LLC. – Tarpon Springs, FL	Y	Y	\$750,000	\$200,000	\$950,000
Classic Protective Coatings, Inc.	Y	Y	\$1,373,400	\$30,000	\$1,403,400

* Addendum 1 and 2 were not mandatory submittals with the RFB.

REQUEST FOR BID

The City of Clermont is requesting bids from qualified respondents to provide coating and repair work to two elevated water storage tanks (RFB 15-001). All responses must be received prior to 2:00 P.M. on Thursday, October 23, 2014. Information may be obtained from the City's website at www.cityofclermontfl.com

Publication Date: Newspaper
September 24, 2014
October 2, 2014



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Wednesday, November 12, 2014			
Agenda Item Name			
Resolution No. 2014-37			
Requested Action			
Move to approve Resolution No. 2014-37.			
Staff Report			
Resolution No. 2014-37 is proposed in order to amend the City's adopted budget for Fiscal Year 2014. Florida Statutes require budget amendments to be adopted no later than sixty (60) days following the end of the fiscal year. The amendments are necessary to formally amend the budget for City Council approvals and to reflect actual revenues and expenditures.			
Legal Impact			
Additional Analysis			
Fiscal Impact Summary			
Total amendments in all funds - \$209,239			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1. Resolution No. 2014-37 Resolution No 2014-37 - 11-12-14 .docx			

CITY OF CLERMONT
RESOLUTION NO. 2014-37

**A RESOLUTION OF THE CITY OF CLERMONT, LAKE COUNTY,
FLORIDA, AUTHORIZING BUDGET AMENDMENTS FOR THE
CITY OF CLERMONT FOR FISCAL YEAR 2013-2014**

WHEREAS, it is hereby found and determined by the City Council of the City of Clermont, Lake County, Florida, that the following budget amendments are necessary for the Fiscal Year October 1, 2013 to September 30, 2014:

GENERAL FUND

1. Increase Professional Services - General (10519-53100) \$ 30,000
To amend the budget for city-wide master planning consulting services,
as approved by the City Council on August 26, 2014.
2. Increase Advertising (10559-54800) \$ 22,500
To amend the budget for the production costs of the ICMA Annual
Conference video.
3. Increase Advertising (10559-54800) \$ 5,970
To amend the budget for the production costs of the Hometown Health
Network video.
4. Increase Professional Services – General (10573-53100) \$ 3,600
To amend the budget for an engineering analysis of the Old Cooper
Memorial Building at the Historic Village.
5. Increase Contributions – General (10574-88201) \$ 15,000
Decrease Salaries-Overtime (10521-12120) \$ 15,000
To amend the budget to transfer funds from the Police Department
Salaries-Overtime to the Events Contribution Account for the Sommer
Sports sponsorship, as approved by the City Council on January 28,
2014.
6. Increase Contributions – General (10574-88201) \$ 19,000
Decrease Salaries-Overtime (10521-12120) \$ 19,000
To amend the budget to transfer funds from the Police Department
Salaries-Overtime to Events Contribution Account for the Pig on the
Pond Sponsorship, as approved by the City Council on January 28,
2014.

CITY OF CLERMONT
RESOLUTION NO. 2014-37

- | | | |
|--|----|---------|
| 7. Increase Repair & Maintenance – Buildings (10575-54600) | \$ | 21,428 |
| Increase Minor Equipment (10575-55204) | \$ | 100,527 |
| To amend the budget to reflect actual equipment purchases and building maintenance costs associated with the | | |
| Recreation Center. | | |
| 8. Decrease Fund Balance (10599-59900) | \$ | 184,025 |
| Total General Fund adjustments. | | |

BUILDING SERVICES FUND

- | | | |
|---|----|--------|
| 1. Increase Professional Services – Building Services (11524-53191) | \$ | 96,786 |
| Increase Building Permits (11322-32200) | \$ | 21,987 |
| Increase Inspection Fees (11329-32907) | \$ | 29,160 |
| Increase Fire Review Fees (11342-34250) | \$ | 45,639 |
| To amend the budget to reflect actual revenues and expenditures. | | |

INFRASTRUCTURE SALES TAX FUND

- | | | |
|--|----|--------|
| 1. Increase Professional Services – Fiber (12516-53100-16000) | \$ | 1,625 |
| Increase Capital Outlay – Other Improvements (12516-66300-16000) | \$ | 21,122 |
| To amend the budget to reflect actual costs incurred in respect to the city-wide fiber network project. | | |
| 2. Increase Capital Outlay – Vehicles (12522-66401) | \$ | 2,467 |
| To amend the budget to reflect actual costs incurred in respect to the Pumper Fire Truck purchase approved by the City Council on November 12, 2013. | | |
| 3. Decrease Fund Balance (12599-59900) | \$ | 25,214 |
| Total Infrastructure Sales Tax Fund Adjustments | | |

CITY OF CLERMONT
RESOLUTION NO. 2014-37

NOW, THEREFORE, BE IT RESOLVED, that the above said budget amendments of the City of Clermont for the Fiscal Year 2013-2014 are hereby adopted.

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 12th day of November, 2014.

CITY OF CLERMONT

Harold S. Turville, Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Wednesday, November 12, 2014			
Agenda Item Name			
Resolution No. 2014-39			
Requested Action			
Move to approve Resolution No. 2014-39			
Staff Report			
The City Attorney has provided the attached memorandum regarding the Public Participation Resolution.			
Legal Impact			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	City Attorney Memorandum	2014-39 Memo publicparticipationresolution.pdf	
2.	Memo Attachment	2014-39 Attachment.pdf	
3.	Resolution 2014-39	2014-39 publicparticipation.doc	



DE BEAUBIEN KNIGHT SIMMONS MANTZARIS & NEAL LLP

Attorneys and Counselors at Law
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Orlando, Florida 32802-0087
(407) 422-2454
Telefax (407) 992-3541
Writer's e-Mail: dfm14@dbksmn.com

M E M O R A N D U M

TO : Mayor Turville and Council Members
FROM : Daniel F. Mantzaris
DATE : November 4, 2014
RE : Public Right to be Heard Resolution

As you are probably aware, the State Legislature adopted *Florida Statute* 286.0114 related to the public's right to be heard at any meeting of a state, county or city board or commission. Attached is a copy of the law which took effect October 1, 2013. The law requires that the City Council and all volunteer boards ensure the public has a reasonable opportunity to speak on any item upon which the Council may take official action. The law exempts certain actions, such as emergency matters or ministerial actions, including approval of minutes and proclamations. Additionally, the law does not prohibit additional rules, policies or procedures that address such things as decorum, conduct or speaker time limits.

In reviewing the law and comparing it to the current policies and procedures used by the City Council and its appointed Boards, and having attended numerous meetings, in our view, the general public attending Clermont meetings have consistently been provided the right to be heard on all matters where official action is taken. The law, however, provides that the City can insulate itself from any liability for an unintentional violation, if the Council adopts a resolution setting forth a process to ensure public participation. Therefore, in order to take advantage of this liability protection and to codify additional policies previously implemented by the Council, we have drafted and present to you for your consideration the attached Resolution. If adopted, this Resolution will satisfy the requirements of the new law and continue the long-standing Clermont practice of ensuring public participation at all meetings where official action is taken on an item.

If you have any questions or require any additional information, please do not hesitate to contact me.

cc: Darren Gray, City Manager
Tracy Ackroyd, City Clerk

West's Florida Statutes Annotated

Title XIX. Public Business (Chapters 279-290)

Chapter 286. Public Business: Miscellaneous Provisions (Refs & Annos)

West's F.S.A. § 286.0114

286.0114. Public meetings; reasonable opportunity to be heard; attorney fees

Effective: October 1, 2013

[Currentness](#)

(1) For purposes of this section, “board or commission” means a board or commission of any state agency or authority or of any agency or authority of a county, municipal corporation, or political subdivision.

(2) Members of the public shall be given a reasonable opportunity to be heard on a proposition before a board or commission. The opportunity to be heard need not occur at the same meeting at which the board or commission takes official action on the proposition if the opportunity occurs at a meeting that is during the decisionmaking process and is within reasonable proximity in time before the meeting at which the board or commission takes the official action. This section does not prohibit a board or commission from maintaining orderly conduct or proper decorum in a public meeting. The opportunity to be heard is subject to rules or policies adopted by the board or commission, as provided in subsection (4).

(3) The requirements in subsection (2) do not apply to:

(a) An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board or commission to act;

(b) An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;

(c) A meeting that is exempt from [s. 286.011](#); or

(d) A meeting during which the board or commission is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.

(4) Rules or policies of a board or commission which govern the opportunity to be heard are limited to those that:

(a) Provide guidelines regarding the amount of time an individual has to address the board or commission;

(b) Prescribe procedures for allowing representatives of groups or factions on a proposition to address the board or commission, rather than all members of such groups or factions, at meetings in which a large number of individuals wish to be heard;

(c) Prescribe procedures or forms for an individual to use in order to inform the board or commission of a desire to be heard; to indicate his or her support, opposition, or neutrality on a proposition; and to indicate his or her designation of a representative to speak for him or her or his or her group on a proposition if he or she so chooses; or

(d) Designate a specified period of time for public comment.

(5) If a board or commission adopts rules or policies in compliance with this section and follows such rules or policies when providing an opportunity for members of the public to be heard, the board or commission is deemed to be acting in compliance with this section.

(6) A circuit court has jurisdiction to issue an injunction for the purpose of enforcing this section upon the filing of an application for such injunction by a citizen of this state.

(7)(a) Whenever an action is filed against a board or commission to enforce this section, the court shall assess reasonable attorney fees against such board or commission if the court determines that the defendant to such action acted in violation of this section. The court may assess reasonable attorney fees against the individual filing such an action if the court finds that the action was filed in bad faith or was frivolous. This paragraph does not apply to a state attorney or his or her duly authorized assistants or an officer charged with enforcing this section.

(b) Whenever a board or commission appeals a court order that has found the board or commission to have violated this section, and such order is affirmed, the court shall assess reasonable attorney fees for the appeal against such board or commission.

(8) An action taken by a board or commission which is found to be in violation of this section is not void as a result of that violation.

CITY OF CLERMONT
RESOLUTION NO. 2014-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ESTABLISHING PROCEDURES RELATED TO THE PUBLIC RIGHT TO BE HEARD AT MEETINGS AT WHICH OFFICIAL ACTION IS TAKEN BY THE COUNCIL OR ANY APPOINTED BOARD OR COMMISSION OF THE CITY; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the City Council is dedicated to ensuring that all members of the public are provided a fair and reasonable opportunity to comment at public meetings on issues related and relevant to any City matter upon which the Council or City board or commission takes official action;

WHEREAS, Section 286.0114, Florida Statutes, provides that the general public shall be given a fair and reasonable opportunity to be heard on any proposition before a board or commission;

WHEREAS, Section 286.0114, Florida Statutes, further provides that a City may adopt rules or policies to ensure public participation and, once adopted, the City's following of such policies shall be deemed compliance with the law;

WHEREAS, the City Council finds it is in the best interest of the citizens of the City of Clermont that rules and procedures preserving the public's right to be heard shall be adopted.

BE IT RESOLVED by the City Council of the City of Clermont, Lake County, Florida, as follows:

SECTION 1. PUBLIC'S RIGHT TO BE HEARD

Members of the public shall be given a reasonable opportunity to be heard on a proposition before the City Council or any appointed City board or commission. The opportunity to be heard need not occur at the same meeting at which the Council, board or commission takes official action on the proposition if the opportunity occurs at a meeting that is during the decision making process and is within reasonable proximity in time before the meeting at which the Council, board or commission takes the official action. This section does not prohibit the Council, board or commission from maintaining orderly conduct or proper decorum in a public meeting.

SECTION 2. RULES RELATED TO PUBLIC'S RIGHT TO BE HEARD

In addition to any other reasonable restrictions that may be imposed by the Mayor or presiding member of the Council, board or commission to ensure decorum, good conduct and efficiency, the following shall apply to all public meetings:

(a) Prior to the consideration of any action items contained on the Consent Agenda portion of the agenda, if applicable, the Mayor or presiding member shall publicly read a notice substantially advising the public of the following:

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.

(b) For items listed on the agenda, each speaker will be permitted five (5) minutes to address the Council, board or commission. For non-agenda items, each speaker will be permitted three (3) minutes to address the Council, board or commission. These time limits may be extended by the Mayor or presiding member.

SECTION 3. **EXEMPTIONS**

The requirements in Section 1 do not apply to:

(a) An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the Council, board or commission to act:

(b) An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;

(c) A meeting that is exempt from Florida Statute Sec. 286.011; or

(d) A meeting during which the Council, board or commission is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.

SECTION 4.

All resolutions or policies of the City in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 5.

This resolution shall take effect immediately upon its adoption.

City of Clermont

Mayor, Harold Turville, Jr.

Attest:

City Clerk, Tracy Ackroyd

Approved as to form and legality:

Daniel F Mantzaris, City Attorney



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Wednesday, November 12, 2014			
Agenda Item Name			
Banking Services Agreement			
Requested Action			
Move to approve extension of the banking services agreement with Fifth Third Bank.			
Staff Report			
The city's banking services have been provided by Fifth Third Bank pursuant to a contract entered into in August 2009. The contract expired September 30, 2014. Due to staff resources committed to the recent utility billing conversion project, a request for proposals competitive process was not performed prior to the expiration of the contract. As a result, staff requested terms from Fifth Third Bank that would allow the continuation of the banking services relationship. The terms that have been negotiated with Fifth Third Bank for another two (2) year term, involve the bank paying the city an earnings credit rate of 35 basis points on applicable overnight funds and waiving the monthly service charges. The annual interest earnings are projected to be approximately \$100,000. Discussion with the city's investment advisor, indicated the negotiated terms are considered fair in respect to public funds rates in the central florida region. It is noted that staff intends to request proposals from local banks in a competitive selection process in January 2016.			
Legal Impact			
Additional Analysis			
Fiscal Impact Summary			
Interest earnings are projected to be approximately \$100,000 annually.			
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	
Wednesday, November 12, 2014	
Agenda Item Name	
Resolution No. 2014-21 <i>Woodwinds Apartments</i>	
Requested Action	
Move to postpone Resolution 2014-21 to December 9, 2014.	
Staff Report	
The Woodwinds Apartments project is a proposed multi-family development consisting of 108 apartments with onsite amenities that include a community center. The apartment project will consist of four 3 story buildings with parking located in front of the units and around the access drive (Exhibit – Conceptual Site Map). Each building will house from 24 apartments up to 36 apartments. A mix of 1, 2, and 3 bedroom apartments will be offered in each building. The proposal consists of 24 – 1 bedroom units, 72 – 2 bedroom units, and 12 – 3 bedroom units. Based upon the ratio of apartment bedroom mix and the 259 parking stalls provided, the average is 2.40 parking stalls per unit, with a surplus of 49 parking stalls over the required 210 for the project. The total land area of the project is 10.12 acres. With the proposed 108 apartments on the 10.12 acres, this provides for a total density of 10.67 units per acre. The proposed density is below the allowable density of 12 dwelling units per acre in the High Density Residential Future Land Use Category in the R-3 zoning district. The CUP request for a PUD is based upon the development proposal of multi-family developments having 12 or more units in the R-3 zoning district, and the project consisting of 10 acres or more. This subject parcel has had multiple resolutions granted by the City of Clermont regarding development proposals. A similar Conditional Use Permit request was previously approved on August 22, 2006 (Res. No. 1475); September 23, 2008 (Res. No. 1592); October 26, 2010 (Res. No. 2010-23) and January 22, 2013 (Res. No. 2013-01) for a 108 unit condominium development. Because of market conditions, the owner has not started construction within the required two years and a subsequent CUP was sought to retain the development rights for the project. The owner is requesting to convert the 108 condominiums to 108 apartment units with the latest proposal. In addition, the owner is seeking variances for: (1) retaining walls greater than six feet high, up to a height of 12 feet in height, (2) cut/fill of more than 15 feet with a maximum of 24 feet, and (3) building height to exceed 45 feet, up to 60 feet. Staff feels this use is consistent with the uses in the area and the conversion from condominiums to apartments with no increase in density is very similar to the previously approved development proposals. Therefore, staff recommends approval of the proposed CUP request for a PUD with 108 apartments. <i>Commissioner Harry Mason moved to recommend denial of the conditional use permit; seconded by Commissioner Herb Smith. The vote passed with a 3-2 to recommend denial for the conditional use permit, with Chairman Jones and Commissioner Dubuss opposing.</i>	
Legal Impact	

Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	Letter to Postpone	Letter to Postpone.pdf	
2.	Resolution	CUP RES 2014-21.docx	
3.	CUP Conditions	CUP Conditions Woodwinds Apts.docx	
4.	Surrounding Conditions	Woodwinds Apts Surrounding Conditions.docx	
5.	Woodwinds Maps	Woodwinds Apts Maps.pdf	
6.	Site plan	2014-7-24 Woodwinds CUP.pdf	
7.	School impact	School impact letter.pdf	
8.	Minutes	Woodwinds minutes.pdf	
9.	Application	CUP application.pdf	
10.	Legal Ad	CUP Legal AD- Nov 2014.docx	

Richard H. Langley, Esq.
Of Counsel

Jennifer Isaksen, Esq.
Of Counsel

Jimmy D. Crawford, Esq.
Of Counsel



Merideth C. Nagel, Esq.
Admitted to the Florida & Illinois Bar

Joni M. Story
Licensed Title Agent

Jessica S. Fleming
Senior Litigation Paralegal

Michelle Mallon Jenkins
Bankruptcy Assistant, ALS

Cathryn M. Pizarro
Lead Short Sale Negotiator

Kathy Miller
Bookkeeper

October 21, 2014

Darren Gray
City Manager
City of Clermont, Florida
685 West Montrose Street
Clermont, Florida 34711

Re: Request for Postponement - Resolution No. 2014-21)

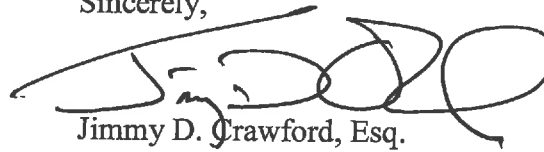
Dear Mr. Gray:

Please consider this letter a request to postpone the scheduled November 12, 2014 hearing until the December 9, 2014 City Council hearing. The postponement is needed because we are still developing and refining our Concept Plan based on City Council input (at the last hearing) and comments and requests from our neighbors.

We are having a neighbor/community meeting with the developer and owner on October 30, 2014, at the Osprey Ridge clubhouse. We are working hard to ensure that our neighbors have notice and opportunity to attend that meeting, including hand-delivering notices to our closest neighbors. At that meeting we will present our latest plan, but we hope and expect to get significant comments from our neighbors that we can again use to improve our plan. Our engineers tell us there is no way to make revisions following that meeting and get them to the city in time to review for the November 11 hearing.

We appreciate the City's cooperation and assistance. If you have any questions or concerns, please do not hesitate to contact our office. As always, thank you for your time and consideration.

Sincerely,



Jimmy D. Crawford, Esq.
Merideth Nagel, P.A.

**CITY OF CLERMONT
RESOLUTION NO. 2014-21**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A PLANNED UNIT DEVELOPMENT FOR A PROPOSED 108 UNIT APARTMENT DEVELOPMENT.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held August 5, 2014 recommended denial of this Conditional Use Permit to allow for a Planned Unit Development for a proposed 108 unit apartment development; at the following location:

LOCATION:

Vacant property (Alt. Key 3801239)
North of the intersection of Hunt Street and Grand Highway;
East of Grand Highway and south of Citrus Tower Boulevard

The City Council deems it advisable 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 multi-family complex with more than 12 units; be granted subject to the following conditions:

CONDITIONAL USE PERMIT CONDITIONS:

Section 1 - General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with the conceptual site plan dated July 24, 2014 prepared by Montverde Engineering, Inc. Formal construction plans, incorporating all conditions stated in this permit shall be submitted for review and approval by the Site Review Committee prior to the issuance of a zoning clearance of other development permits. The conceptual site plans submitted with the Conditional Use Permit application are not the approved construction plans.

CITY OF CLERMONT
RESOLUTION NO. 2014-21

3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. The 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.
5. 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.
6. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date that this Conditional Use Permit 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.
7. The structure shall be inspected by the Fire Marshall for life safety requirements. All requirements must be met prior to any Certificate of Occupancy being issued.
8. The structure shall be inspected by the City Building Inspector and all building code violations must be corrected prior to a Certificate of Occupancy being issued.
9. The final Certificate of Occupancy shall not be issued until each of the stated conditions has been met.
10. No business can occupy any portion of a building unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Development Services Department.
11. 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.

CITY OF CLERMONT
RESOLUTION NO. 2014-21

Section 2- Land Use

1. This Conditional Use Permit is for a multi-family residential development with up to 108 apartments with onsite amenities that include a community center on 10.12 acres, for a density of 10.67 dwelling units per acre.
2. The City's Site Review Committee must approve the site plan prior to the construction plan approval.
3. The applicant/owner must coordinate with the Lake County School District for capacity review and requirements pertaining to schools, and in conformance with City Code, prior to issuance of any building permits.

Section 3 – Site Development

1. Detailed grading, erosion control, and dust abatement plans for the entire site shall be submitted to and approved by the Site Review Committee prior to construction plan approval and the initiation of development activity. The dust abatement plan shall detail measures to be taken to eliminate the migration of dust particles from the site.
2. All excavated material shall be stored in a location approved by the City Engineer.
3. Geo-technical information regarding the soil characteristics of the site shall be submitted to the City as part of the final site review process.
4. The permittee/developers shall provide both temporary and permanent grassing including fertilizer application on all disturbed areas where construction is not immediately intended. Said plan shall be provided in accordance with an approved ground cover plan acceptable to the City in accordance with the Best Management Practices of the United States Department of Agriculture Soil Conservation Service.

Section 4 – Transportation Improvements

1. Sidewalks shall be required along Grand Highway and within the development, in accordance with Florida Department of Transportation regulations and City Codes.
2. The City may require that transportation improvements, necessitated by the portion of the project for which a building permit is sought, be made at the time of construction. Project specific on and off-site transportation designs are the sole responsibility of the developer.
3. A traffic study in accordance with City Codes shall be required to address Level of Service for the area. The applicant/owner must coordinate with Lake County and the Lake-Sumter Metropolitan Planning Organization for compliance with the Transportation Management System.

CITY OF CLERMONT
RESOLUTION NO. 2014-21

Section 5 – Utilities and Stormwater

1. The permittee shall be responsible for purchasing, installing, and maintaining fire hydrants within the project. They shall be installed according to City Code.
2. The project shall be plumbed for reuse water with purple piping. Until such time as reuse water is available, irrigation water shall be provided for by well.

Section 6 – Landscaping

1. The Landscape design for all parking areas, buffers, rights-of-way, pedestrian ways and focal points shall be unified and complementary to the ambiance of the center.
2. All landscape plans and plantings shall meet or exceed the City of Clermont Code.

Section 7 - Architectural Design Standards

1. All structures shall be designed and constructed in accordance with the Architectural Standards of the City of Clermont.
2. The multi-family structures shall be developed in substantial accordance with the conceptual building elevations submitted on July 24, 2014 prepared by Montverde Engineering, Inc.
3. All fencing within public view shall be ornamental metal or brick, as approved by the Site Review Committee.

CITY OF CLERMONT
RESOLUTION NO. 2014-21

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 12th day of November, 2014.

CITY OF CLERMONT

Harold S. Turville, Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit – CUP CONDITIONS

CUP CONDITIONS:

Section 1 - General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with the conceptual site plan dated July 24, 2014 prepared by Montverde Engineering, Inc. Formal construction plans, incorporating all conditions stated in this permit shall be submitted for review and approval by the Site Review Committee prior to the issuance of a zoning clearance of other development permits. The conceptual site plans submitted with the Conditional Use Permit application are not the approved construction plans.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. The 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.
5. 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.
6. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date that this Conditional Use Permit 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.
7. The structure shall be inspected by the Fire Marshall for life safety requirements. All requirements must be met prior to any Certificate of Occupancy being issued.
8. The structure shall be inspected by the City Building Inspector and all building code violations must be corrected prior to a Certificate of Occupancy being issued.

9. The final Certificate of Occupancy shall not be issued until each of the stated conditions has been met.
10. No business can occupy any portion of a building unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Development Services Department.
11. 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.

Section 2- Land Use

1. This Conditional Use Permit (CUP) is for a multi-family residential development with up to 108 apartments with onsite amenities that include a community center on 10.12 acres, for a density of 10.67 dwelling units/acre.
2. The City's Site Review Committee must approve the site plan prior to the construction plan approval.
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Section 3 – Site Development

1. Detailed grading, erosion control, and dust abatement plans for the entire site shall be submitted to and approved by the Site Review Committee prior to construction plan approval and the initiation of development activity. The dust abatement plan shall detail measures to be taken to eliminate the migration of dust particles from the site.
2. All excavated material shall be stored in a location approved by the City Engineer.
3. Geo-technical information regarding the soil characteristics of the site shall be submitted to the City as part of the final site review process.
4. The permittee/developers shall provide both temporary and permanent grassing including fertilizer application on all disturbed areas where construction is not immediately intended. Said plan shall be provided in accordance with an approved ground cover plan acceptable to the City in accordance with best management practices (BMP) of the U.S.D.A. Soil Conservation Service.

Section 4 – Transportation Improvements

1. Sidewalks shall be required along Grand Highway and within the development, in accordance with Florida Department of Transportation regulations and City Codes.
2. The City may require that transportation improvements, necessitated by the portion of the project for which a building permit is sought, be made at the time of construction. Project specific on and off-site transportation designs are the sole responsibility of the developer.

3. A traffic study in accordance with City Codes shall be required to address level of service (LOS) for the area. The applicant/owner must coordinate with Lake County and the Lake~Sumter Metropolitan Planning Organization (MPO) for compliance with the Transportation Management System (TMS).

Section 5 – Utilities and Stormwater

1. The permittee shall be responsible for purchasing, installing, and maintaining fire Hydrants within the project. They shall be installed according to City Code.
2. The project shall be plumbed for reuse water with purple piping, until such time as reuse water is available, irrigation water shall be provided for by well.

Section 6 – Landscaping

1. The Landscape design for all parking areas, buffers, rights-of-way, pedestrian ways and focal points shall be unified and complementary to the ambiance of the center.
2. All landscape plans and plantings shall meet or exceed the City of Clermont Code.

Section 7 - Architectural Design Standards

1. All structures shall be designed and constructed in accordance with the *Architectural Standards* of the City of Clermont.
2. The multi-family structures shall be developed in substantial accordance with the conceptual building elevations submitted on July 24, 2014 prepared by Montverde Engineering, Inc.
3. All fencing within public view shall be ornamental metal or brick, as approved by the Site Review Committee.

Surrounding Conditions

DEVELOPMENT NAME: Woodwinds Apartments
OWNER: Charles Sharkus, Trustee
APPLICANT/CONTACT: New Beginnings c/o Steve Smith
REQUESTED ACTION: A CUP request for PUD for a multi-family development with more than 12 units
SIZE OF PARCEL: 10.12 +/- acres
GENERAL LOCATION: East of the intersection of Hunt & Grand Highway, South of Citrus Tower Blvd
EXISTING ZONING: R-3 Residential/Professional
EXISTING LAND USE: Vacant
FUTURE LAND USE: High Density Residential

SURROUNDING CONDITIONS:

	<u>ZONING</u>	<u>EXISTING LAND USE</u>	<u>FUTURE LAND USE DISTRICT</u>
NORTH:	R-3 Residential /Professional	Church	Public Facilities/Institutional
SOUTH:	R-1 Single Family Medium Density	Single Family Homes	Low Density Residential
EAST:	PUD	Multi-family	High Density Residential
WEST:	C-2 General Commercial	Vacant & Commercial	Commercial

Road Classification: Grand Highway – Collector
Utility Area: City of Clermont Water / Sewer
Site Utilities: City of Clermont Water / Sewer
Site Visit: July 21, 2014

Exhibit - Location Map
Woodwinds Apartments



Exhibit – City of Clermont – Future Land Use Map

Map 1.2 – Zoomed in Woodwinds Apartments

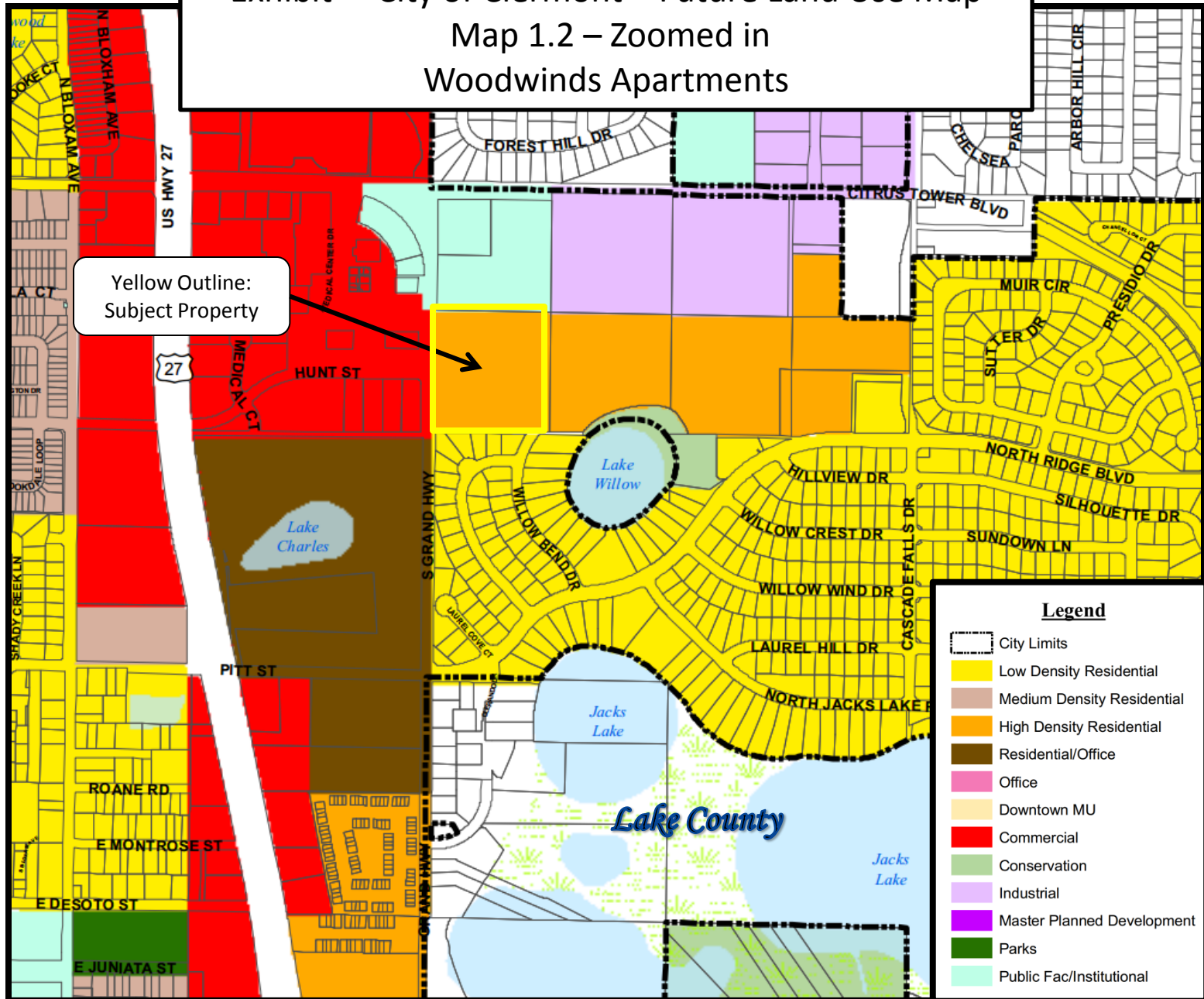
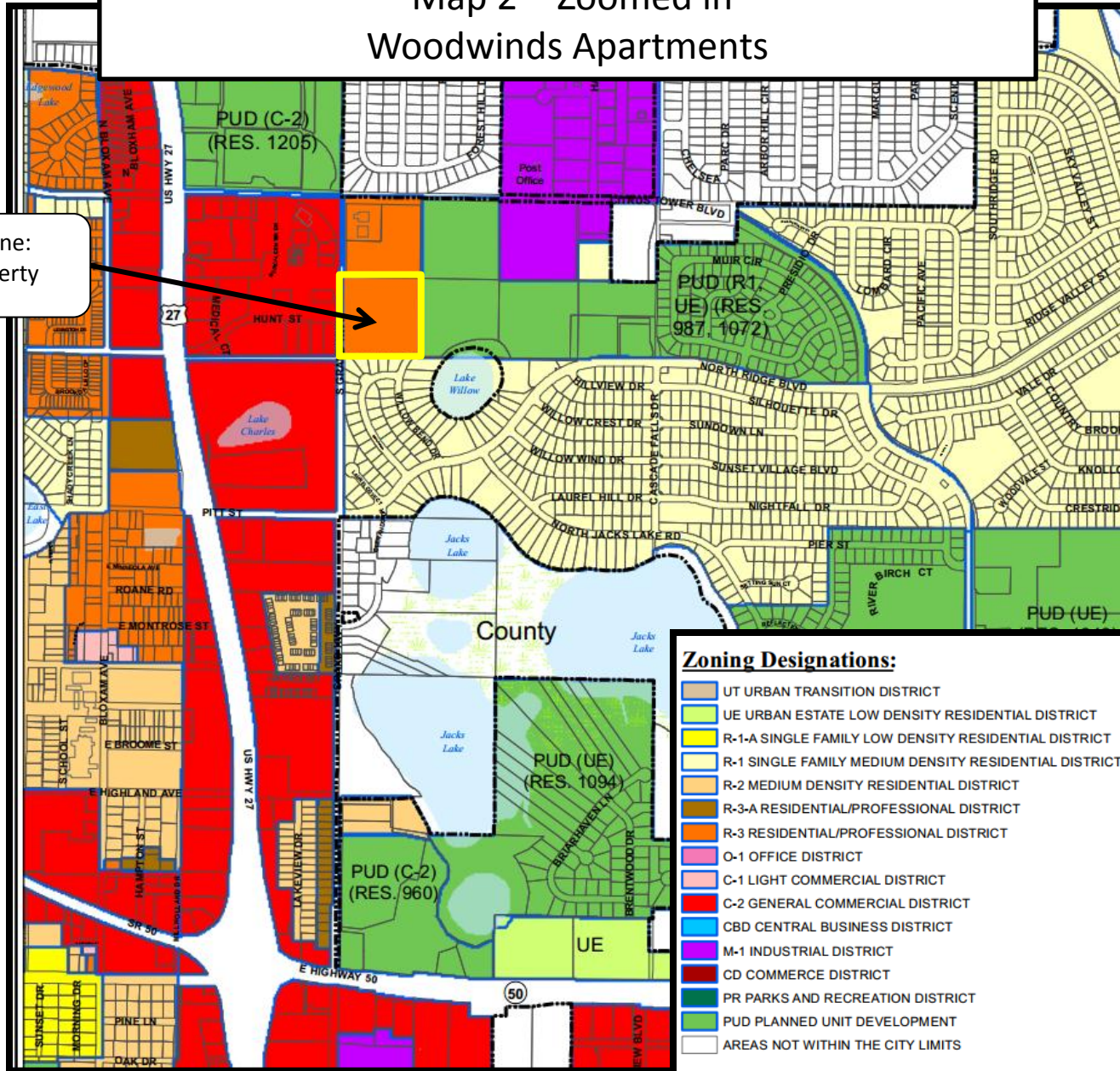
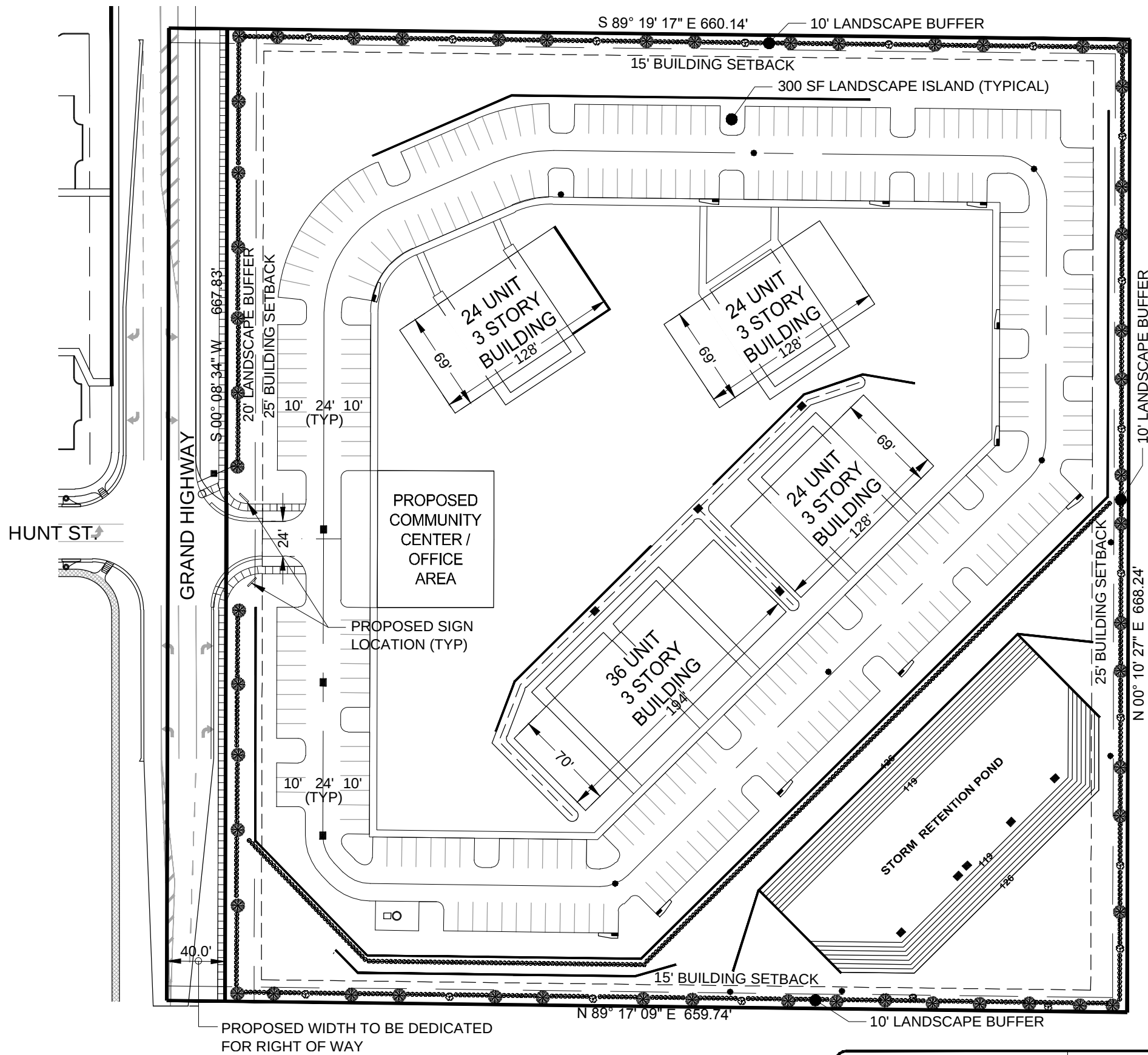


Exhibit – City of Clermont – Zoning Map

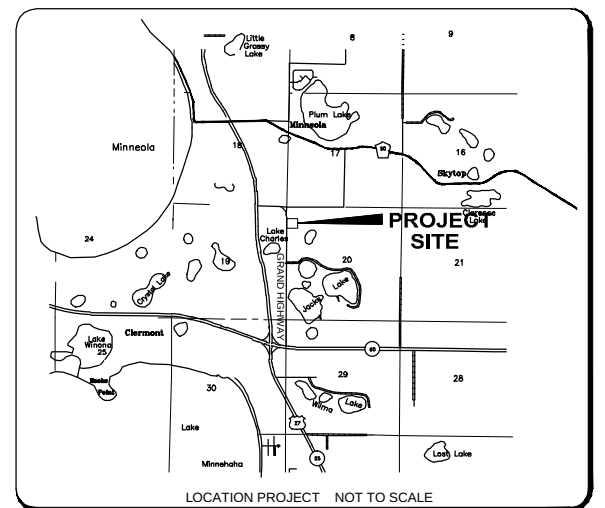
Map 2 – Zoomed in Woodwinds Apartments

Yellow Outline:
Subject Property





SCALE 1" = 80'



OWNER:
CHARLES SHARKUS
WOODWINDS DEVELOPMENT LLC
541 SW TIMBER TRAIL
STUART, FL 34997

ENGINEER:
ARTHUR C. NIX, PE
MONTVERDE ENGINEERING INC.
P.O. BOX 560116
MONTVERDE, FL 34756

CLIENT/DEVELOPER:
STEVE SMITH
NEW BEGINNINGS
200 E. WASHINGTON STREET
MINNEOLA, FL 34715

LEGAL DESCRIPTION:
TRACT 9, ACCORDING TO THE LAKE HIGHLANDS COMPANY PLAT OF SECTION 20, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AS RECORDED IN PLAT BOOK 3, PAGE 30, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SUBJECT TO A ROAD RIGHT-OF-WAY OVER THE WEST 30 FEET AND THE SOUTH 15 FEET THEREOF. CONTAINING 10.12 ACRES, MORE OR LESS.

CONDITIONAL USE PERMIT DESCRIPTION:
A PLANNED DEVELOPMENT TO ALLOW FOR A PROPOSED 108 UNIT RESIDENTIAL APARTMENT COMPLEX.

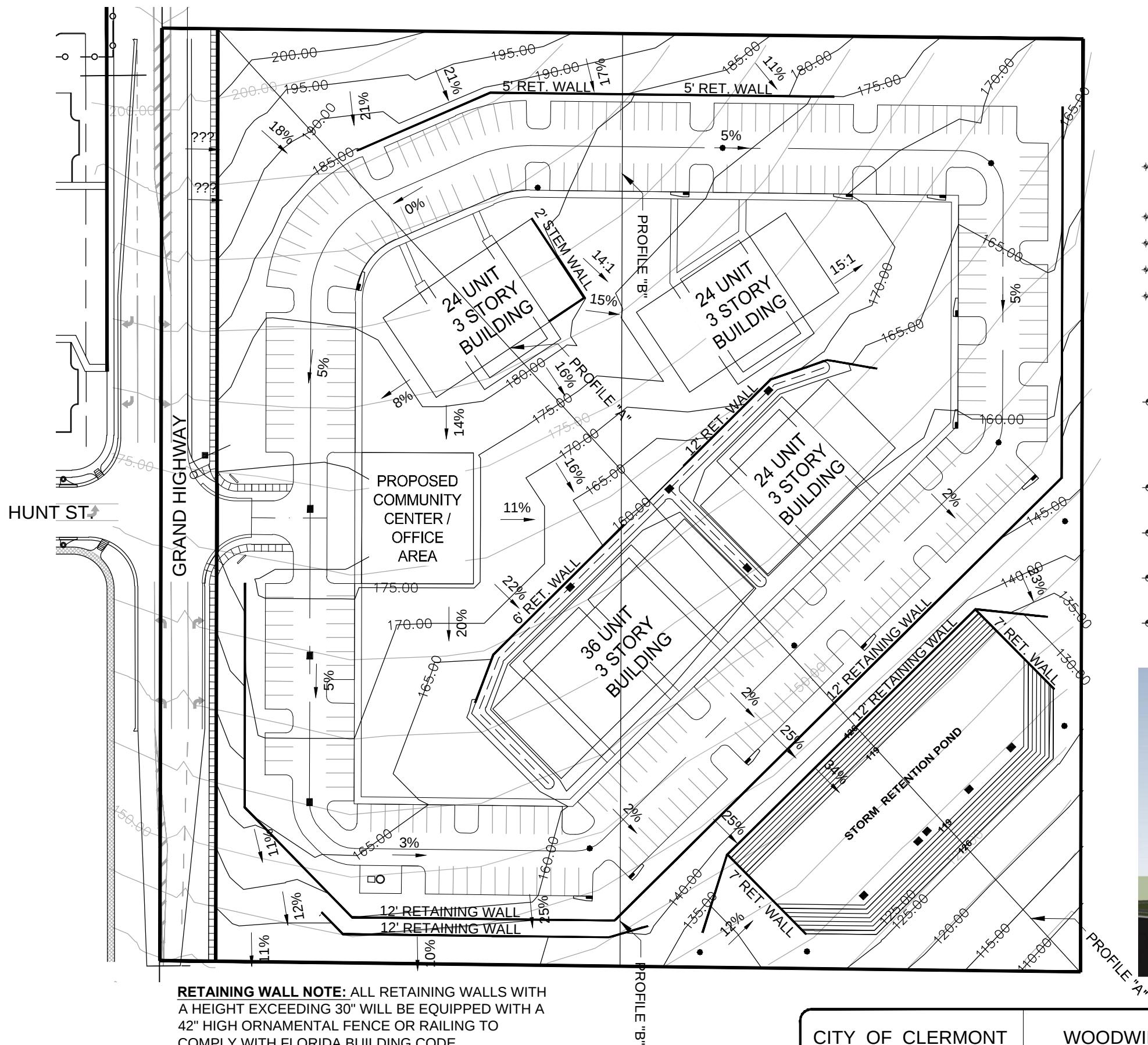
PROJECT INFORMATION:

AREA PARCEL = 10.12 ACRES
NUMBER OF UNITS PER BUILDING = 3 EA @ 24 UNITS, 1 EA @ 36 UNITS
TOTAL NUMBER OF DWELLING UNITS = 108 EACH
PROPOSED DENSITY = 10.67 UNITS PER ACRE
ZONING: R-3, RESIDENTIAL / PROFESSIONAL DISTRICT
FUTURE LAND USE: HIGH DENSITY RESIDENTIAL (UP TO 12 DU/ACRE)

IMPERVIOUS AREA = 3.61 ACRES (35.7%)

PARKING CALCULATIONS:

REQUIRED PARKING STALLS PER 1 BEDROOM UNIT = 1.5 EACH UNIT
24 EACH PROPOSED X 1.5 = 36 STALLS REQUIRED
REQUIRED PARKING STALLS PER 2 BEDROOM UNIT = 2 EACH UNIT
72 EACH PROPOSED X 2 = 144 STALLS REQUIRED
REQUIRED PARKING STALLS PER 3 BEDROOM UNIT = 2.5 EACH UNIT
12 EACH PROPOSED X 2.5 = 30 STALLS REQUIRED
PARKING STALLS REQUIRED FOR MULTIFAMILY = 210 STALLS
PARKING STALLS PROVIDED: = 259 STALLS (+49 STALL SURPLUS)



SCALE 1" = 80'



TYPICAL FRONT / REAR ELEVATION



TYPICAL SIDE ELEVATION



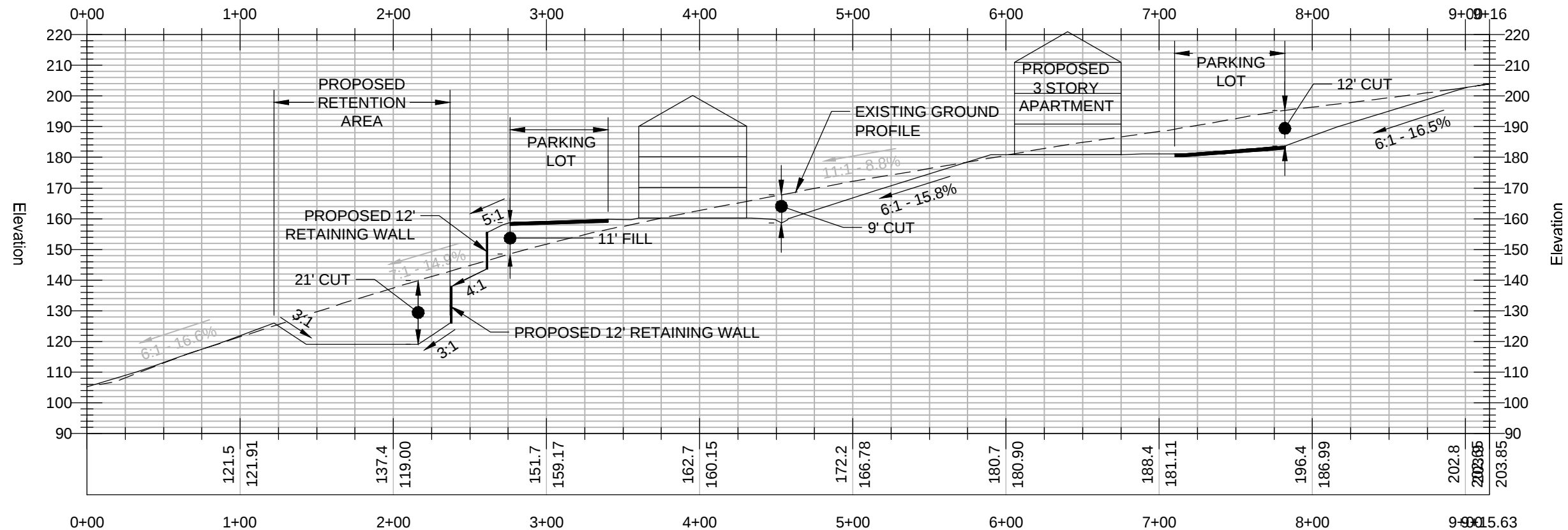
PERSPECTIVE RENDERING

CITY OF CLERMONT

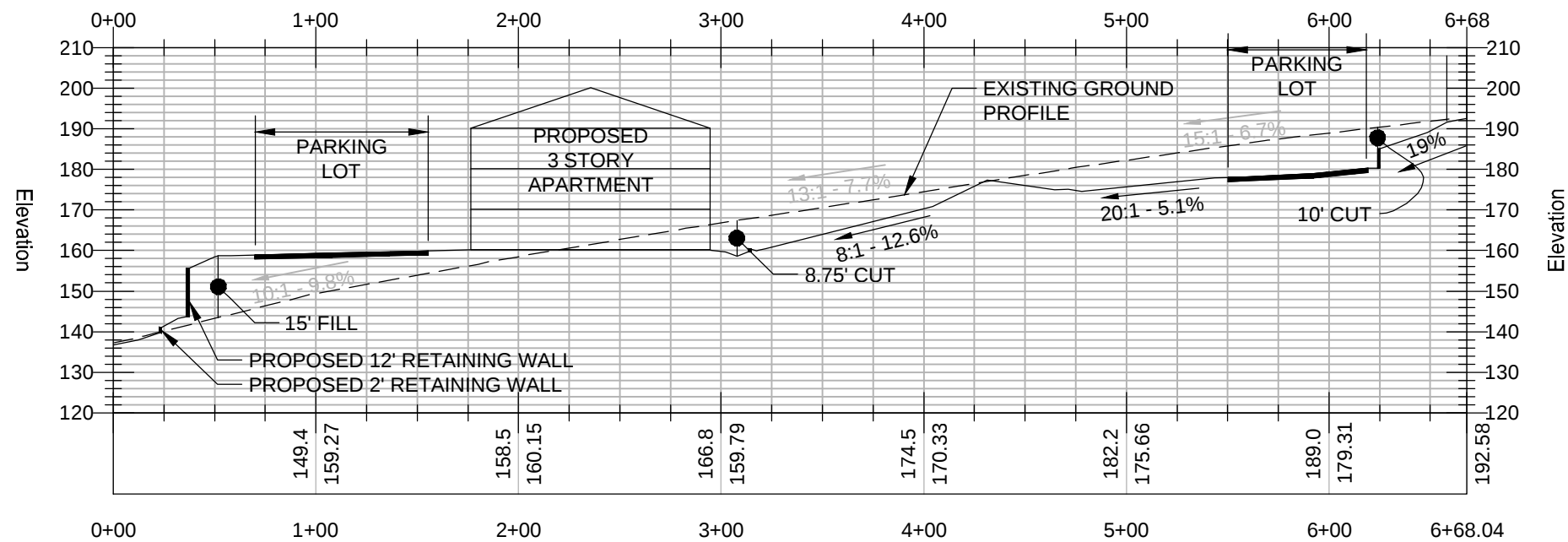
WOODWINDS APARTMENTS

PE# 36859 COA# 5543
MONTVERDE
 ENGINEERING INC.
P.O. BOX 280118, MONTVERDE, FL 34781 - PHONE 407-466-4529

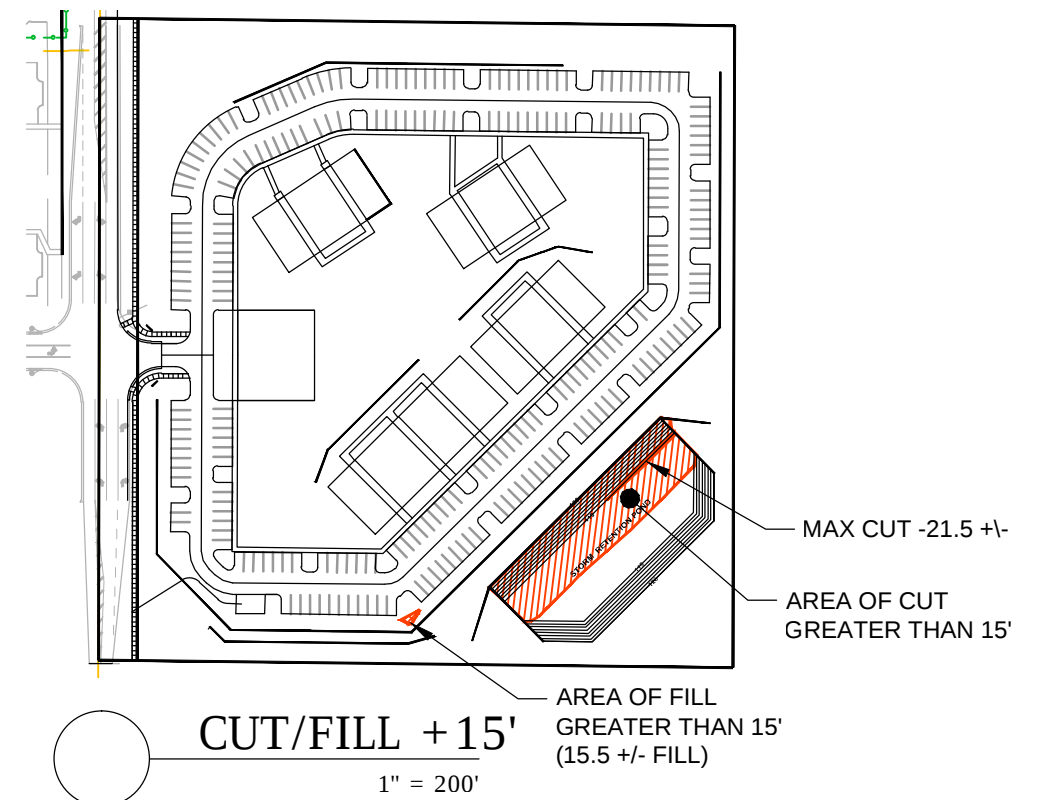
SHEET NO.	1 OF 1
DATE	7/24/2014



PROFILE "A"
1" = 80' H, 1" = 40' V.



PROFILE "B"
1" = 80' H, 1" = 40' V.



CITY OF CLERMONT

WOODWINDS APARTMENTS

PE# 36859

COA# 5543

MONTVERDE
ENGINEERING INC.
P.O. BOX 280118, MONTVERDE, FL 34781 - PHONE 407-466-4529

SHEET NO.

1 OF 1

DATE

7/24/2014



Leading our Children to Success

201 West Burleigh Boulevard • Tavares • FL 32778-2496
(352) 253-6500 • Fax: (352) 343-0198 • www.lake.k12.fl.us

Superintendent:
Susan Moxley, Ed.D.

School Board Members:
District 1
Bill Mathias
District 2
Rosanne Brandenburg
District 3
Tod Howard
District 4
Debbie Stivender
District 5
Kylene Fischer

July 28, 2014

Ms. Barbara Hollerand, Planning & Zoning Director
Community Development Department
City of Clermont
685 West Montrose Street
Clermont, Florida 34711

RE: City of Clermont Woodwinds Apartments Conditional Use Permit (CUP) Request (Resolution Number 2014-21)

Dear Ms. Hollerand:

The City is currently reviewing an applicant's request to revise an existing Conditional Use Permit (CUP) to allow a maximum of 108 apartments on 10.12 acres. As the School Board of Lake County's authorized representative, I am forwarding the School Board's comments to your attention so they can be included with your planning report.

The School Board of Lake County Florida believes the CUP revision will have an adverse impact on Lake County Public Schools. The following School Board comments reflect projected enrollment data from the District's Five-Year Facilities Master Plan, FY 2014-2018, and student generation rates from the Impact Fee Study.

The proposed CUP revision has the potential to add 108 new apartments that will contribute 26 new students to the Lake County School system. Based on current school attendance zones, schools that will be adversely affected by the revised CUP and their projected five-year capacity status are as follows:

- | | |
|-------------------------------------|---------------------------|
| • Clermont Elementary School | 15% Under Capacity |
| • East Ridge Middle School | 31% Under Capacity |
| • Lake Minneola High School | 18% Over Capacity |

Please see the attached District Growth Impact Report, which indicates the potential impact of the proposed CUP revision on the public schools which currently serve the area under consideration. Should you have any questions or need additional information please contact me at (352) 253-6694.

Sincerely,

Dawn McDonald, Senior Planner
Growth Planning Department

Enclosure

REVIEWING AUTHORITY

City of Clermont Community Development Department, Planning & Zoning Division

NAME / CASE NUMBER

Woodwinds Apartments / CUP Resolution Number 2014-21

DEVELOPER/OWNER

Steve Smith, New Beginnings / Charles Sharkus

ITEM DESCRIPTION

The applicant proposes to revise the existing Conditional Use Permit (CUP) to allow a maximum of 108 apartments on 10.12 acres.

LOCATION

Section 9, Township 22S, Range 26E

Located north of Pleasant Hill Drive, south of Citrus Tower Boulevard, east of South Grand Highway, and west of Century Citrus Tower Apartments

CURRENT LAND USE

City of Clermont High-Density Residential (12 dwelling units/1 acre)

CURRENT ZONING

City of Clermont Residential/Professional District (R-3) with (CUP)

NEW DU IMPACT**STUDENT GENERATION**

Elementary School

Middle School

High School

SF-DU	MF-DU	Mobile	MF Impacts	
			108	Dwelling Units
0.374	0.235	0.126	26	
0.172	0.133	0.065	14	
0.085	0.051	0.029	6	
0.117	0.051	0.032	6	

SCHOOL NAME

Clermont Elementary

East Ridge Middle

Lake Minneola High

Projected Enrollment 2017-2018*	Permanent Student Capacity*	Projected Five-Year Capacity %	Student Enrollment w/ Impact	% of Perm. Capacity w/ Impact	Planned Capacity On Site
526	634	83%	540	85%	No
1,090	1,590	69%	1,096	69%	No
2,159	1,835	118%	2,165	118%	No

**Lake County School District Five-Year Facilities Master Plan, Fiscal Year 2014-2018*

CSA 12

Elementary School

Middle School

High School

Student Enrollment 2017-2018*	Permanent Student Capacity*	% of Permanent Capacity
4,298	4,928	87%
1,848	2,501	74%
4,491	4,483	100%

**Lake County School District Five-Year Facilities Master Plan, Fiscal Year 2014-2018*

COMMENTS:

The proposed revision to the Conditional Use Permit (CUP) will add 108 apartments, which will adversely impact area schools.

School Concurrency became effective in Lake County on June 1, 2008. Subsequent development orders, including but not limited to, site plans and subdivisions are subject to the school concurrency process. This Growth Impact Report (adequate public facilities analysis) is not intended to be an approval of, or an exemption from, any school concurrency regulations, including the school concurrency requirements in the Lake County School Concurrency Interlocal Agreement.

Prepared By: Dawn McDonald, Senior Planner, Lake County School District

Date: 7/28/2014

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
August 5, 2014**

Page 3

2. REQUEST FOR CONDITIONAL USE PERMIT

DEVELOPMENT NAME: Clermont Central Church

APPLICANT: Arthur Eaton

Planning Manager Curt Henschel presented the staff report as follows:

The applicant is requesting a Conditional Use Permit for a house of worship at 1 Westgate Plaza.

The church currently has a congregation of 50 members and plans to meet in the upper level of the building with approximately 2,300 square feet of available space. Their plans are to hold service on Sundays and Wednesday evenings.

Staff recommends approval.

Arthur Eaton, 12037 Cypress Lane, stated that this would be a standard house of worship and it has plenty of parking.

Commissioner Bernadette Dubuss moved to recommend approval of the conditional use permit; seconded by Commissioner Judy Proli. The vote was unanimous to recommend approval for the conditional use permit to City Council.

3. REQUEST FOR CONDITIONAL USE PERMIT

DEVELOPMENT NAME: Woodwinds

APPLICANT: Steve Smith

Senior Planner John Kruse presented the staff report as follows:

The Woodwinds Apartments project is a proposed multi-family development consisting of 108 apartments with onsite amenities that include a community center. The apartment project will consist of four 3 story buildings with parking located in front of the units and around the access drive. Each building will house from 24 apartments up to 36 apartments each. A mix of 1, 2, and 3 bedroom apartments will be offered in each building. The proposal consists of 24 – 1 bedroom units, 72 – 2 bedroom units, and 12 – 3 bedroom units. Based upon the ratio of apartment bedroom mix and the 259 parking stalls provided, the average is 2.40 parking stalls per unit, with a surplus of 49 parking stalls over the required 210 for the project.

The total land area of the project is 10.12 acres. With the proposed 108 apartments on the 10.12 acres, this provides for a total density of 10.67 units per acre. The proposed density is below the allowable density of 12 dwelling units per acre in the high density residential future land use

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
August 5, 2014**

Page 4

category in the R-3 zoning district. The conditional use permit request for a planned unit development is based upon the development proposal consisting of multi- family developments having 12 or more units in the R-3 zoning district and the project consisting of 10 acres or more.

This subject parcel has had multiple resolutions granted by the City of Clermont regarding development proposals. A similar conditional use permit request was previously approved on August 22, 2006 (Res. No. 1475); September 23, 2008 (Res. No. 1592); October 26, 2010 (Res. No. 2010-23) and January 22, 2013 (Res. No. 2013-01) for a 108 unit condominium development. Because of market conditions, the owner has not started construction within the required two years and a subsequent conditional use permit was sought to retain the development rights for the project. The owner is requesting to convert the 108 condominiums to 108 apartment units with the latest proposal. In addition, the owner is seeking variances for: (1) retaining walls greater than six feet high, up to a height of 12 feet in height, (2) cut/fill of more than 15 feet with a maximum of 24 feet, and (3) building height to exceed 45 feet, up to 60 feet.

Staff feels this use is consistent with the uses in the area and the conversion from condominiums to apartments with no increase in density is very similar to the previously approved development proposals. Therefore, staff recommends approval of the proposed conditional use permit request for a planned unit development with 108 apartments.

Steve Smith, 1323 Briarhaven Lane, stated that there is a need for affordable apartments in the Clermont area for the working class family. He stated that these will be designed for people who make less than \$12 per hour. He stated that these would be low density with one, two, and three bedroom units.

Ed Freeman, 226 Pleasant Hill Dr., stated that he is against the project and so are the neighbors. He stated that they already have a problem with crime in the area and this will add to the problem. He stated that with condos that are owned by the tenants they would take better care of the property and would be paying taxes in the city. He stated that there are a lot of trees and wildlife in that area that will be taken out due to the apartments.

Kerry Harris, 202 Pleasant Hill Dr., stated that they are looking to lessen the buffer. He stated that they have children that cut through their yards already. He stated that the police can't keep up with the amount of people who are moving into Clermont.

Mr. Freeman stated that they have Southridge Apartments down the road, and they already listen to loud music and parties. He asked if these will become low income units funded by the federal government.

Steve Smith stated that these apartments will not be federally funded. He stated that he has checked with Clermont Police Department, and they said there is no difference with apartments

City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
August 5, 2014

Page 5

and crime verses subdivisions and crime. He stated that the tenants will be people who work here in Clermont. He stated that the apartment complex pays the taxes rather than the tenants.

Commissioner Bernadette Dubuss stated that she has worked previously with lower income facilities and the crime was not any higher. She stated that she believes there is a need for these types of apartments in Clermont.

Commissioner Judy Proli asked how much the rent will be for the apartments.

Steve Smith stated that it will be \$550 for the one bedroom, \$650 for the two bedrooms, and \$750 for the three bedroom apartments. He stated that it is governed by the county.

Commissioner Judy Proli stated that she would like for them to come to an agreement with the nearby residents.

Commissioner Harry Mason asked if this is low income housing.

Steve Smith said medium to low income housing.

Commissioner Harry Mason asked if this was part of New Beginnings.

Steve Smith stated that this is completely separate from New Beginnings.

Commissioner Harry Mason asked what kind of background checks will be done on the tenants.

Steve Smith stated that there will be credit, police, and drug background checks and they would be required to be employed.

Chairman Nick Jones stated that there are no zoning issues for this project.

Senior Planner John Kruse stated that this is correct.

Commissioner Herb Smith asked what the prior zoning was.

Planning Manager Curt Henschel stated that it has always been R-3.

Commissioner Herb Smith stated that he has never heard of a tax deal on rental homes. He asked if this was in writing or speculation.

City Attorney Dan Mantzaris stated that there is a program in place called workforce housing and there are certain financing arrangements that are available for projects like this.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
August 5, 2014**

Page 6

Commissioner Herb Smith asked if this will be built out or built in phases.

Steve Smith stated that this will be built out.

Commissioner Bernadette Dubuss moved to recommend approval of the conditional use permit; Chairman passed the gavel; seconded by Chairman Nick Jones. The vote failed with a 2-3 to recommend approval for the conditional use permit; with Commissioners Smith, Mason, and Proli opposing.

Commissioner Harry Mason moved to recommend denial of the conditional use permit; seconded by Commissioner Herb Smith. The vote passed with a 3-2 to recommend denial for the conditional use permit; with Chairman Jones and Commissioner Dubuss opposing.

4. REQUEST FOR SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT

DEVELOPMENT NAME: Lakeview Village Townhomes

APPLICANT: RM Plus, LLC

Senior Planner John Kruse presented the staff report as follows:

The applicant and owner, RM Plus, LLC, is requesting a future land use amendment to change from Lake County Urban Medium Density to the City's Medium Density Land Use Category. The 7.95-acre parcel is located along the east side of Grand Highway, halfway between SR 50 to the south and Pitt Street to the north. The subject parcel fronts Jacks Lake on the eastern boundary. The subject property is contiguous to the City limits on the west and south, with the east property across Jacks Lake in the City. The City of Clermont's Future Land Use Map, Map 1.2, has the High Density Residential Land Use abutting the property to the west and south, and the Low Density Residential across the lake. A few properties in this area are still in Lake County and it appears this area is an enclave surrounded by the City. All the properties in the enclave have Lake County's Urban Medium Density Residential Future Land Use.

This future land use application is being submitted along with requests for annexation, rezoning to the R-3 Residential/Professional zoning classification, a conditional use permit to allow a townhome community in the R-3 zoning classification, and a variance request.

The proposed medium density future land use fits the character of the surrounding community and is compatible with the area. The proposed townhome project would provide a transition from the commercial to the south to the single family residences to the north. The project would resemble the existing multifamily projects in the immediate area, including the apartment community to the west and the condominiums to the northwest. This project would remove a portion of the existing property in the enclave since it would be served by City utilities and



**CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION**

DATE: 6/24/14

FEE: 300

PROJECT NAME (if applicable): Woodwinds Apartments

APPLICANT: New Beginnings

CONTACT PERSON: Steve Smith

Address: 792 East Montrose Street

City: Clermont State: FL Zip: 34711

Phone: (352)404-6946 Fax: N/A

E-Mail: stevesmith@newbeginningslake.org

OWNER: Charles Sharkus Trustee

Address: 2414 Caledonian Street

City: Clermont State: FL Zip: 34711

Phone: 352-396-1026 Fax: _____

Address of Subject Property: Grand Highway, Clermont, FL 34711 (Not Addressed)

General Location: East side of Grand Highway at the intersection of Hunt Street and Grand Highway. 1/4" mile south of Citrus Tower Blvd.

Legal Description (include copy of survey): Tract 9, According to the Lake Highlands Company Plat of sec 20, twp 22S, Rng 26E, as recorded in PB 3 PG30, public records of Lake County, Florida, subject to a road right-of-way over the west 30 feet and the south 15 feet thereof, Containing 10.12 acres more or less.

Land Use (City verification required): Commercial

Zoning (City verification required): C-2, General Commercial District

CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION
Page 2

Detailed Description of request (What are you proposing to do and why is it appropriate for this location? Attach additional page is necessary.

The owner and applicant would like to amend the current CUP that is in place for this project to allow for a 108 unit apartment complex. The previous CUP was approved as a 108 unit condominium development.

New Beginnings

Applicant Name (print)

x [Signature]

Applicant Name (signature)

CHARLES SHARLES TRUSTEE

Owner Name (print)

x [Signature]

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
Planning & Zoning Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-0219
(352) 394-4083 Fax: (352) 394-3542

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit for a Planned Unit Development for a proposed 108 unit apartment development, at the following location:

LOCATION

Vacant property (Alt. Key 3801239)
North of the intersection of Hunt Street and Grand Highway;
East of Grand Highway and south of Citrus Tower Boulevard

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

A public meeting to consider the request will be held before the City Council on Wednesday, November 12, 2014 at 7:00pm.

All meetings will be held in City Hall located at 685 West Montrose Street.

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

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
November 4, 2014



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Wednesday, November 12, 2014			
Agenda Item Name			
Variance <i>Woodwinds Apartments</i>			
Requested Action			
Move to postpone variance requests to December 9, 2014.			
Staff Report			
The applicant is requesting three (3) variances in order to develop the site for the proposed project. The previous development proposal, Woodwind Condos, also included similar variance requests due to the severe topographical change over the site. The variances requested are: 1) To allow retaining wall heights up to 12 feet – rather than six feet as required by the Land Development Code, Section 94-195(d)(5) 2) To allow topographical elevation change up to 24 feet – rather than 15 feet as required by the Land Development Code, Section 94-195(d)(4) 3) To allow for a building height up to 60 feet – rather than 45 feet as required by the Land Development Code, Section 122-185(4)			
Legal Impact			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	Letter to Postpone	Letter to Postpone.pdf	
2.	Sec 86-174 Review Criteria	Woodwinds Apt Variance Sec 86-174 Review Criteria.docx	
3.	Location Map	Woodwinds Location Map.pdf	
4.	Site Plan and Cut/Fill Calculations	2014-7-24 Woodwinds CUP.pdf	
5.	Application	VAR application.pdf	
6.	Legal Ad	VAR Legal AD-Nov 2014.docx	

Richard H. Langley, Esq.
Of Counsel

Jennifer Isaksen, Esq.
Of Counsel

Jimmy D. Crawford, Esq.
Of Counsel



Merideth C. Nagel, Esq.
Admitted to the Florida & Illinois Bar

Joni M. Story
Licensed Title Agent

Jessica S. Fleming
Senior Litigation Paralegal

Michelle Mallon Jenkins
Bankruptcy Assistant, ALS

Cathryn M. Pizarro
Lead Short Sale Negotiator

Kathy Miller
Bookkeeper

October 21, 2014

Darren Gray
City Manager
City of Clermont, Florida
685 West Montrose Street
Clermont, Florida 34711

Re: Request for Postponement - Resolution No. 2014-21)

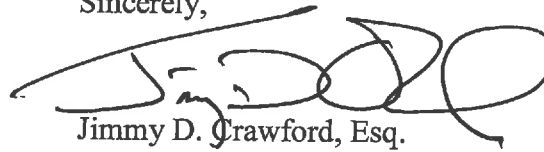
Dear Mr. Gray:

Please consider this letter a request to postpone the scheduled November 12, 2014 hearing until the December 9, 2014 City Council hearing. The postponement is needed because we are still developing and refining our Concept Plan based on City Council input (at the last hearing) and comments and requests from our neighbors.

We are having a neighbor/community meeting with the developer and owner on October 30, 2014, at the Osprey Ridge clubhouse. We are working hard to ensure that our neighbors have notice and opportunity to attend that meeting, including hand-delivering notices to our closest neighbors. At that meeting we will present our latest plan, but we hope and expect to get significant comments from our neighbors that we can again use to improve our plan. Our engineers tell us there is no way to make revisions following that meeting and get them to the city in time to review for the November 11 hearing.

We appreciate the City's cooperation and assistance. If you have any questions or concerns, please do not hesitate to contact our office. As always, thank you for your time and consideration.

Sincerely,



Jimmy D. Crawford, Esq.
Merideth Nagel, P.A.

Exhibit – Sec. 86-174 Review Criteria and Findings

The requirements for a variance are as follows:

“Sec. 86-174, Review Criteria and Finding. 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:”

There are eight items that the applicant is required to respond to. Staff’s comments, based on the eight requirements for a positive finding as they relate to this request, are as follows:

FINDINGS:

- (1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;

Applicant response: *The property has an existing slope across the site of 8%-20% with a total elevation change of 95+/- feet. The proposed retaining wall height, max cut/fill, and building height variances together are requested to make this site developable to the density and intent of its existing zoning.*

Staff comments: *Staff agrees that special conditions or circumstances are demonstrated in the development of this parcel. Previous projects with similar site characteristics have received variances for cut and fill in order to develop the site along with retaining wall heights.*

Positive finding

- (2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;

Applicant response: *The existing site conditions are historical natural grade and have not been created by the owner or applicant.*

Staff comments: *Staff agrees that the current owner or applicant did not create the condition severe topographical change over the site. However, the applicant does have an interest in the property and the variances are being requested due to the proposed development of the site.*

Negative finding

- (3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;

Applicant response: *This site is not developable to the density allowed by its zoning because of its extreme grade. The proposed grading and building height variances will make this property developable to its zoned density.*

Staff comments: *The applicant can still develop the property in conformance with the LDC, with modifications to the overall project and density.*

Negative finding

- (4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded;

Applicant response: *The variances will not reduce the cost of the development of the property.*

Staff comments: *No evidence of decreased costs due to the variance request.*

Positive finding

- (5) The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure;

Applicant response: *The variances requested have been determined to be the minimum necessary to develop the site to meet the necessary site plan.*

Staff comments: *The applicant is trying to maximize the potential use of the site by requesting the variances. With the proposed cut/fill areas greater than 15 feet comprising of less than 5% of the overall site, the variance could be considered the minimum variance necessary for the applicant to develop the site for the desired project. The retaining walls greater than 6 feet allow the applicant the opportunity to develop the site.*

Positive finding

- (6) Granting of the variance request will not confer on the applicant any special privilege that is denied by the land development code to other lands, buildings or structures in the same zoning district;

Applicant response: *The variances requested do confer conditions that are greater than that of the LDR. These conditions are necessary for development of this particular site.*

Staff comments: *The city council has granted a variance request for this in the past for a topographical elevation change greater than 15 feet. Variances for exceeding building height requirements and retaining wall heights have also been granted on projects in the city.*

Positive finding

- (7) The proposed variance will not substantially diminish property value in, or alter the essential character of the area surrounding the site; and

Applicant response: *The variances requested should not substantially effect property values of surrounding properties any differently than if the property was developed without the variances.*

Staff comments: *The proposed variance does not seem to substantially diminish property values. The applicant is seeking similar variances that were approved for the previous development project at this location.*

Positive finding

- (8) The granting of the variance will be in harmony with the general intent and purpose of this land development code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

Applicant response: The variances requested are similar to other variances granted around the City. Landscaping and screening will be installed harmonious to the LDR's. The proposed variances should not be found injurious or detrimental to the public welfare.

Staff comments: Staff feels that the proposed project will be in harmony with the general intent and purpose of the land development code. This parcel is located in the High Density Residential Future Land Use Category and has the appropriate zoning for the proposed development. Site characteristics make the site challenging to develop.

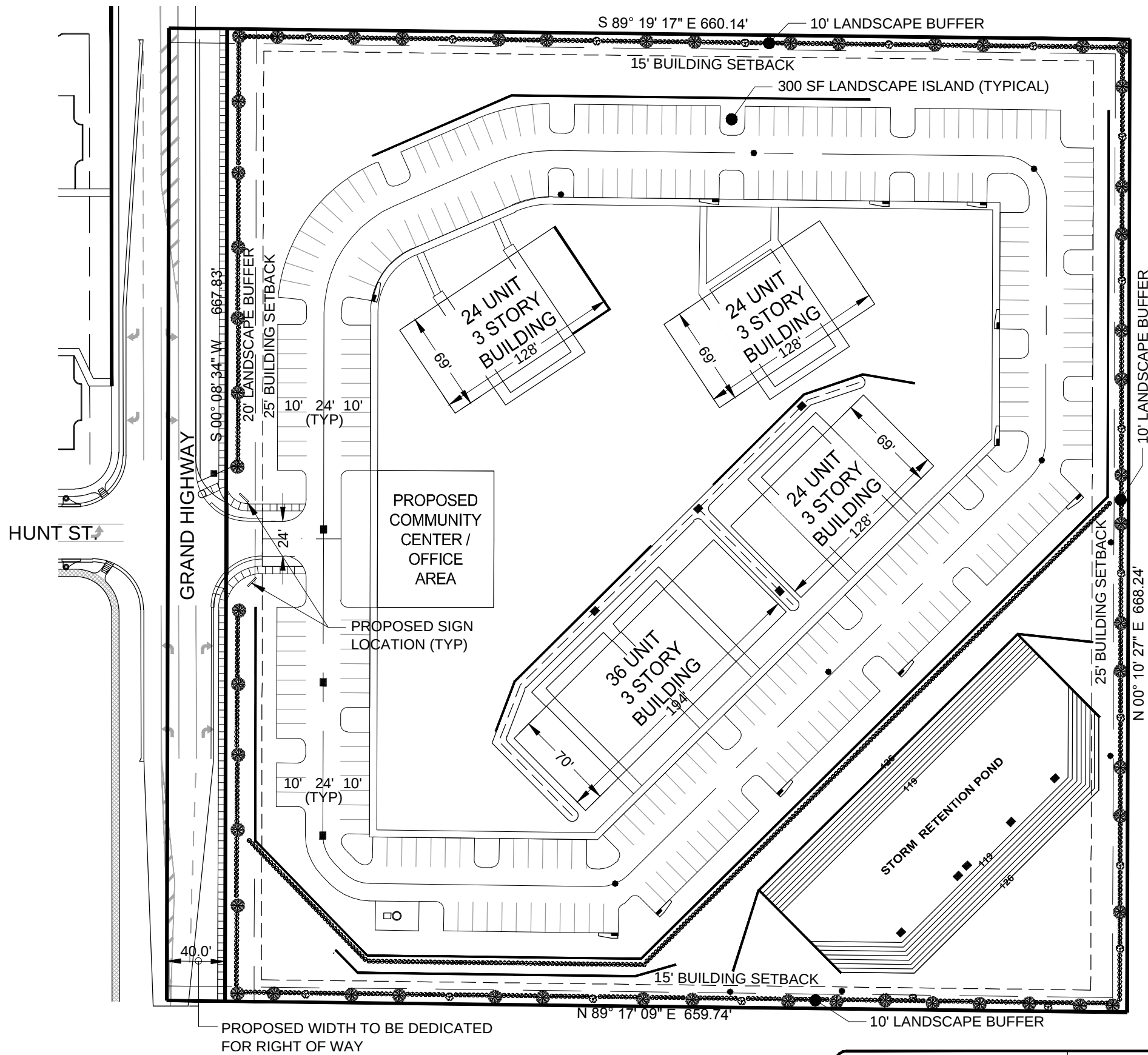
Positive finding

STAFF RECOMMENDATION:

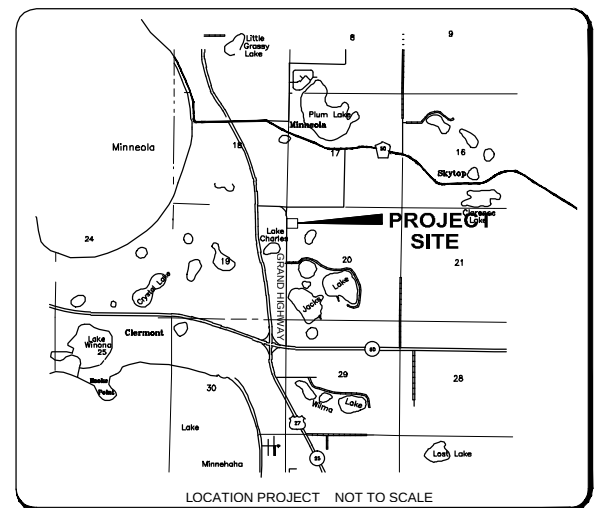
Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that **two** of the eight that do not meet these findings. Therefore, staff recommends denial of the three variance requests by the applicant to the Clermont Land Development Code.

Exhibit - Location Map
Woodwinds Apartments





SCALE 1" = 80'



OWNER:
CHARLES SHARKUS
WOODWINDS DEVELOPMENT LLC
541 SW TIMBER TRAIL
STUART, FL 34997

ENGINEER:
ARTHUR C. NIX, PE
MONTVERDE ENGINEERING INC.
P.O. BOX 560116
MONTVERDE, FL 34756

CLIENT/DEVELOPER:
STEVE SMITH
NEW BEGINNINGS
200 E. WASHINGTON STREET
MINNEOLA, FL 34715

LEGAL DESCRIPTION:
TRACT 9, ACCORDING TO THE LAKE HIGHLANDS COMPANY PLAT OF SECTION 20, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AS RECORDED IN PLAT BOOK 3, PAGE 30, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SUBJECT TO A ROAD RIGHT-OF-WAY OVER THE WEST 30 FEET AND THE SOUTH 15 FEET THEREOF. CONTAINING 10.12 ACRES, MORE OR LESS.

CONDITIONAL USE PERMIT DESCRIPTION:
A PLANNED DEVELOPMENT TO ALLOW FOR A PROPOSED 108 UNIT RESIDENTIAL APARTMENT COMPLEX.

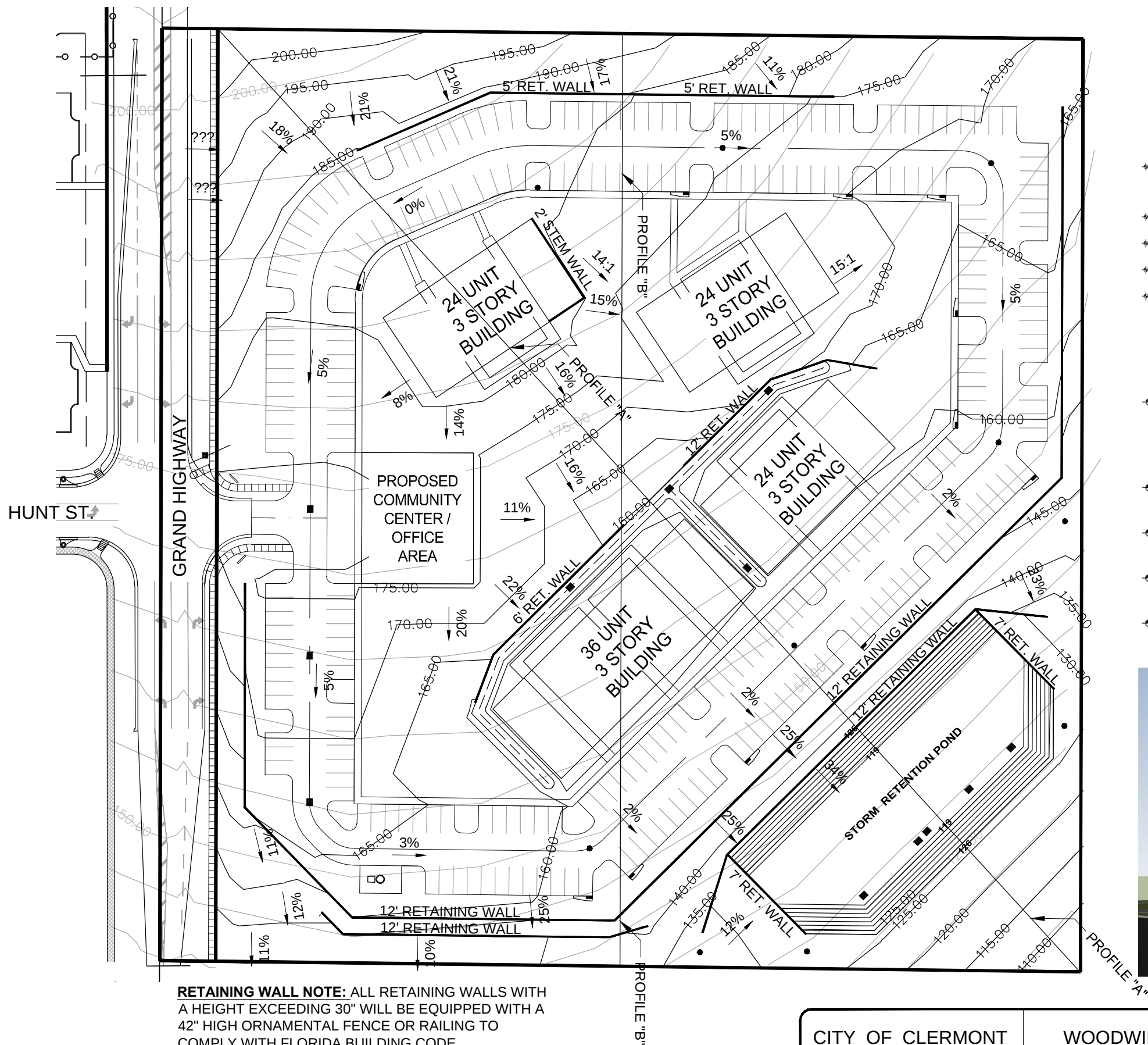
PROJECT INFORMATION:

AREA PARCEL = 10.12 ACRES
NUMBER OF UNITS PER BUILDING = 3 EA @ 24 UNITS, 1 EA @ 36 UNITS
TOTAL NUMBER OF DWELLING UNITS = 108 EACH
PROPOSED DENSITY = 10.67 UNITS PER ACRE
ZONING: R-3, RESIDENTIAL / PROFESSIONAL DISTRICT
FUTURE LAND USE: HIGH DENSITY RESIDENTIAL (UP TO 12 DU/ACRE)

IMPERVIOUS AREA = 3.61 ACRES (35.7%)

PARKING CALCULATIONS:

REQUIRED PARKING STALLS PER 1 BEDROOM UNIT	= 1.5 EACH UNIT
24 EACH PROPOSED X 1.5	= 36 STALLS REQUIRED
REQUIRED PARKING STALLS PER 2 BEDROOM UNIT	= 2 EACH UNIT
72 EACH PROPOSED X 2	= 144 STALLS REQUIRED
REQUIRED PARKING STALLS PER 3 BEDROOM UNIT	= 2.5 EACH UNIT
12 EACH PROPOSED X 2.5	= 30 STALLS REQUIRED
PARKING STALLS REQUIRED FOR MULTIFAMILY	= 210 STALLS
PARKING STALLS PROVIDED:	= 259 STALLS (+49 STALL SURPLUS)



SCALE 1" = 80'



TYPICAL FRONT / REAR ELEVATION



TYPICAL SIDE ELEVATION



PERSPECTIVE RENDERING

CITY OF CLERMONT

WOODWINDS APARTMENTS

PE# 36859

COA# 5543

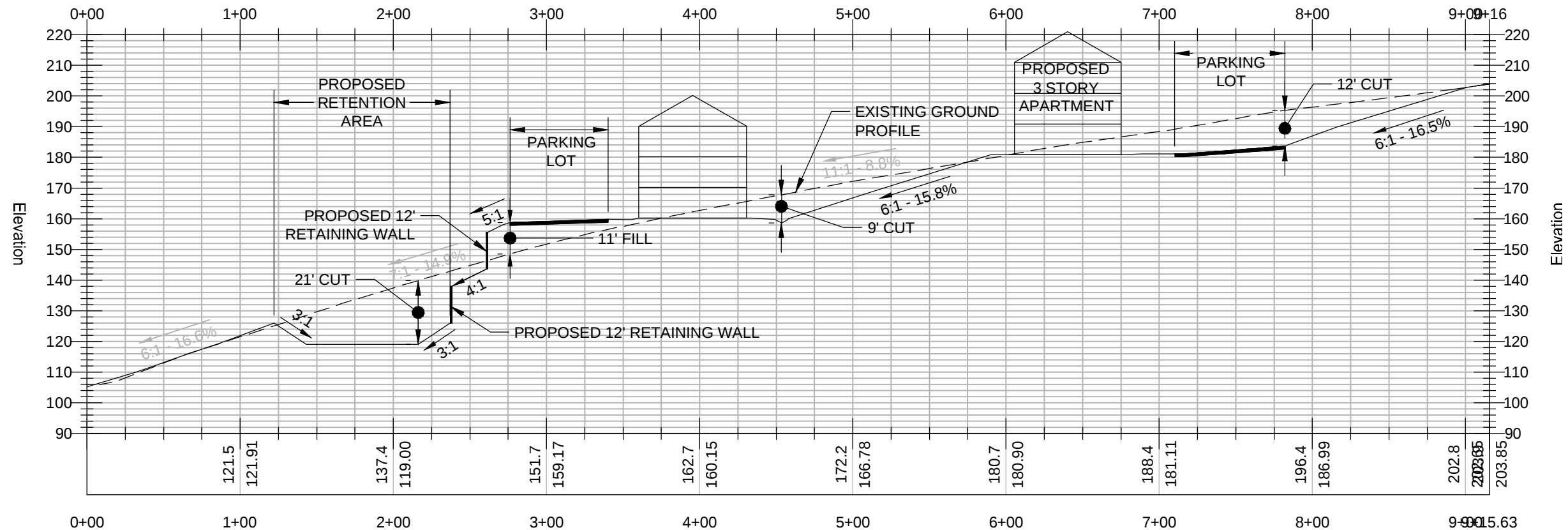
MONTVERDE
ENGINEERING INC.
P.O. BOX 280118, MONTVERDE, FL 34781 - PHONE 407-466-4529

SHEET NO.

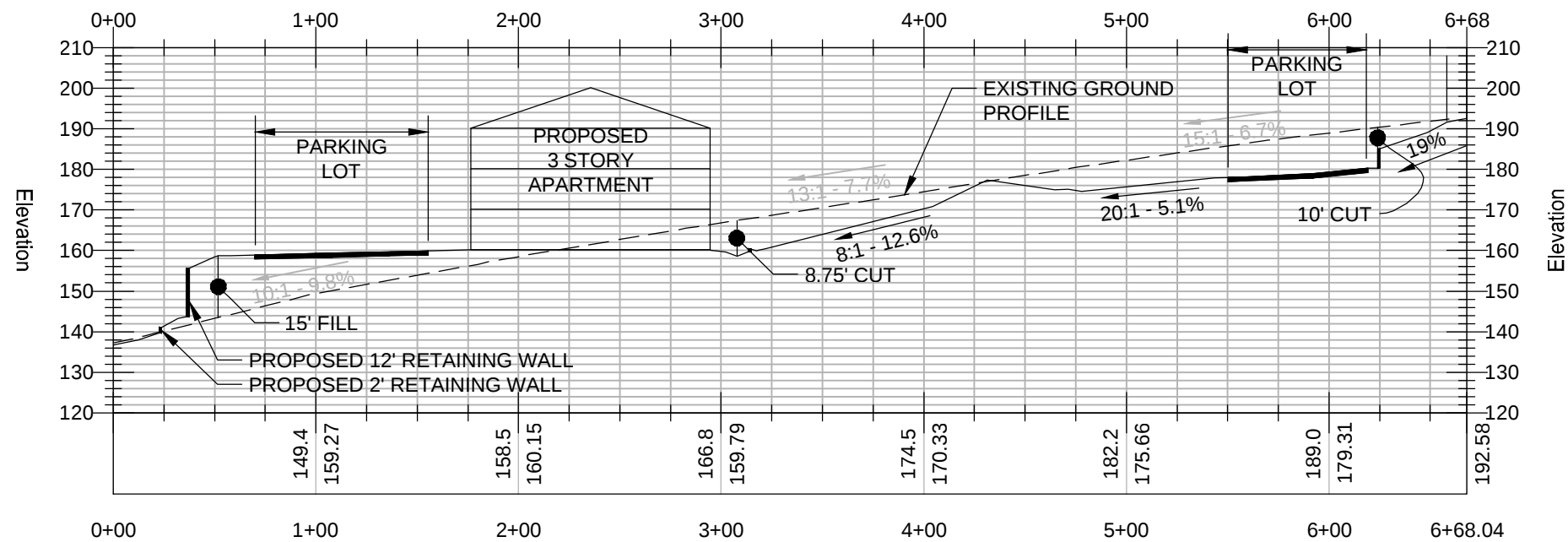
1 OF 1

DATE

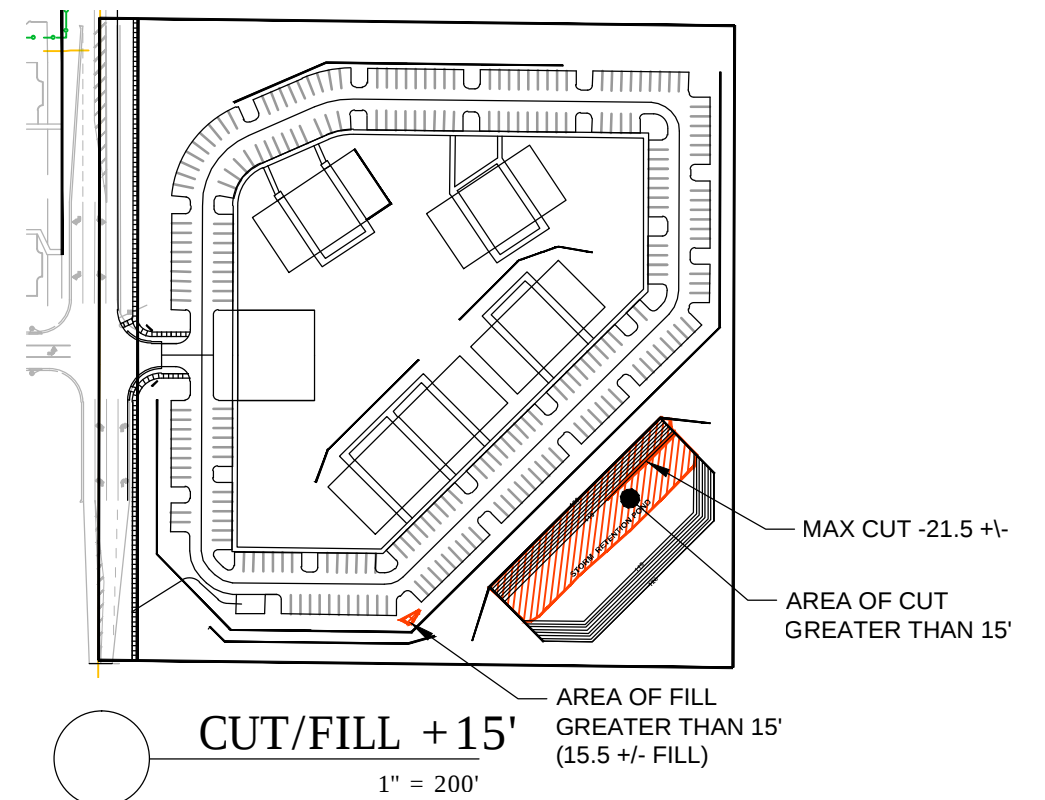
7/24/2014



PROFILE "A"
1" = 80' H, 1" = 40' V.



PROFILE "B"
1" = 80' H, 1" = 40' V.



CITY OF CLERMONT

WOODWINDS APARTMENTS

PE# 36859

MONTVERDE
ENGINEERING INC.
P.O. BOX 280118, MONTVERDE, FL 34701 - PHONE 407-466-4520

COA# 5543

SHEET NO.

1 OF 1

DATE

7/24/2014



CITY OF CLERMONT
VARIANCE
Application

DATE: _____

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): Woodwinds Apartments

APPLICANT: New Beginnings

CONTACT PERSON: Steve Smith

Address: 792 East Montrose Street

City: Clermont State: FL Zip: 34711

Phone: (352)404-6946 Fax: N/A

E-Mail: stevesmith@newbeginningslake.org

OWNER: Charles Sharkus Trustee

Address: 2414 Caledonian Street

City: Clermont State: FL Zip: 34711

Phone: 352-396-1026 Fax: N/A

Address of Subject Property: Grand Highway, Clermont, FL 34711 (Not Addressed)

General Location: East side of Grand Highway at the intersection of Hunt Street and Grand Highway.
1/4" mile south of Citrus Tower Blvd.

Legal Description (include copy of survey): Tract 9, According to the Lake Highlands Company Plat of
sec 20, twp 22S, Rng 26E, as recorded in PB 3 PG30, public records of Lake County, Florida, subject to a road
right-of-way over the west 30 feet and the south 15 feet thereof, Containing 10.12 acres more or less.

Land Use (City verification required): Commercial

Zoning (City verification required): C-2, General Commercial District

CITY OF CLERMONT
VARIANCE
Application
Page 2

Answers to the following questions are required to complete this application.

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief: 1: Retaining Wall Height 6' allow 12' (Sec 94-195(d)(5)), 2: 15' Max Cut/Fill limit 15' allow 22' (Sec 94-195(d)(4)), 3: Building Height Max 55' to allow 60' (Sec 122-225(2)),

What are you proposing to do that would require a variance and why?

Due to the extreme existing grade of the property retaining wall and major grading is required to make the property developable. Multiple 12' walls would be necessary in order to bring the property to a usable slope. Making these modifications to the site would also require additional cut than what the current LDR allow in the retention pond area. The retention area will require a cut of approximately 22'. Three story buildings are proposed the building height will be 59-60'. Three story buildings are necessary due to the topography of the site the building footprints must be smaller in order to allow for changes in grade.

How does the Code create a hardship?

The LDR's create a hardship due to the topography and natural slope of the property. This particular site is one of the more steep sites in the city.

*** * * * ***
The following justifications must be completed
for any variance requested:

Variance requested – subject and code section:1: Retaining Wall Ht 6' allow 12' (Sec94-195(d)(5)),2: 15' Max Cut/Fill limit 15' allow 22' (Sec 94-195(d)(4)), 3: Building Height Max 55' to allow 60' (Sec122-225(2))

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) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;

The property has an existing slope across the site of 8%-20% with a total elevation change of 95 +/- feet.

The proposed retaining wall height, max cut/fill, and building height variances together are requested to make this site developable to the density and intent of its existing zoning

- (2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;

The existing site conditions are historical natural grade and are have not been created by the owner or applicant.

CITY OF CLERMONT
VARIANCE
Application
Page 3

3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;

This site is not developable to the density allowed by its zoning because of its extreme grade. The proposed grading and building height variances will make this property developable to its zoned density.

(4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded;

The variances will not reduce the cost of the development of the property.

(5) The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure;

The variances requested have been determined to be the minimum necessary to develop the site to meet the necessary site plan.

(6) Granting of the variance request will not confer on the applicant any special privilege that is denied by the land development code to other lands, buildings or structures in the same zoning district;

The variances requested do confer conditions that are greater than that of the LDR. These conditions are necessary for development of this particular site.

(7) The proposed variance will not substantially diminish property value in, or alter the essential character of, the area surrounding the site; and

The variances requested should not substantially effect property values of surrounding properties any differently than if the property was developed without the variances.

(8) The granting of the variance will be in harmony with the general intent and purpose of this land development code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

The variances requested are similar to other variances granted around the City. Landscaping and screening will be installed harmonious to the LDR's. The proposed variances should not be found injurious or detrimental to the public welfare.

CITY OF CLERMONT
VARIANCE
Application
Page 4

Applicant Name (print)

X _____
Applicant Name (*signature*)

Owner Name (print)

X _____
Owner Name (*signature*)

***** NOTICE *****

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY 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

Planning & Zoning Department.
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-021 9
(352) 394-4083 Fax: (352) 394-3542

**** Please DO NOT copy these codes as part of your application ****

ARTICLE IV. VARIANCES

Sec. 86-171. Permitted variances; exclusions.

(a) *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 or structure 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) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;

(2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;

CITY OF CLERMONT
VARIANCE
Application
Page 4

NEW BEGINNINGS
Applicant Name (print)

X [Signature]
Applicant Name (signature)

CHARLES STANLEY TRUSTEE
Owner Name (print)

X [Signature]
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
Planning & Zoning Department.
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-021 9
(352) 394-4083 Fax: (352) 394-3542

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following three variances: (1) to allow retaining wall heights up to 12 feet – rather than six feet as required by the Land Development Code, Section 94-195(d)(5); (2) to allow topographical elevation change up to 24 feet – rather than 15 feet as required by the Land Development Code, Section 94-195(d)(4); and (3) to allow for a building height up to 60 feet – rather than 45 feet as required by the Land Development Code, Section 122-185(4) at the following location:

LOCATION

Vacant property (Alt. Key 3801239)
East of Grand Highway;
south of Citrus Tower Boulevard

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

This request will be heard by the City Council at a public hearing to be held on Wednesday, November 12, 2014 at 7:00 P.M. in the Clermont City Hall located at 685 West Montrose Street.

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

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

Tracy Ackroyd
City Clerk

Daily Commercial
November 4, 2014



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Wednesday, November 12, 2014		
Agenda Item Name		
Ordinance No. 2014-35; <i>Final</i>		
Requested Action		
Move to approve Ordinance 2014-35.		
Staff Report		
The applicant, Leroy Pittman, is requesting the vacation of a 60-foot-wide right-of-way of Disston Avenue. The length of the right-of-way is approximately 178 lineal feet. Disston Avenue has not been constructed between State Road 50 and Almond Street. A private drive serves Mr. Pittman's property. The adjoining property owner to the east is the Florida Department of Transportation (FDOT), and the property is used for a water retention area. The applicant wishes to redevelop the property in the future and would like to have the existing driveway that is serving his site contained within his property. Coordination with FDOT on this request was done prior to the vacation request to see if the agency would consent and surplus any additional property needed to keep the driveway on his property. FDOT has no objections to vacating the platted right-of-way and will surplus the amount needed to accommodate his existing driveway.		
Legal Impact		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	ROW ORD 2014-35.doc	
2. Application	Applicaton.pdf	
3. FDOT Consent	FDOT Consent Letter.pdf	
4. Pittman Location Map	Pittman ROW Vacation Map.pdf	
5. Pittman Survey	Pittman ROW Survey Map.pdf	
6. Legal Ad	2014-35.pdf	

CITY OF CLERMONT
ORDINANCE No. 2014-35

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING THE 60 FOOT RIGHT-OF-WAY EASEMENT FOR DISSTON AVENUE LYING SOUTH OF STATE ROAD 50 AND NORTH OF ALMOND STREET AS RECORDED IN THE PLAT OF CLERMONT HEIGHTS PLAT BOOK 4 PAGE 1 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH, PROVIDING FOR SEVERABILITY, PUBLICATION, RECORDING, AND FOR AN EFFECTIVE DATE.

NOW THEREFORE, BE IT RESOLVED AND ENACTED by the City Council of the City of Clermont, Lake County, Florida that:

Section 1.

That any and all portions, closing and permanently abandoning the 60 foot wide right-of-way easement of Disston Avenue lying south of State Road 50 and north of Almond Street as recorded in the plat of Clermont Heights Plat Book 4 Page 1, Public Record of Lake County, Florida.

Section 2.

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.

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

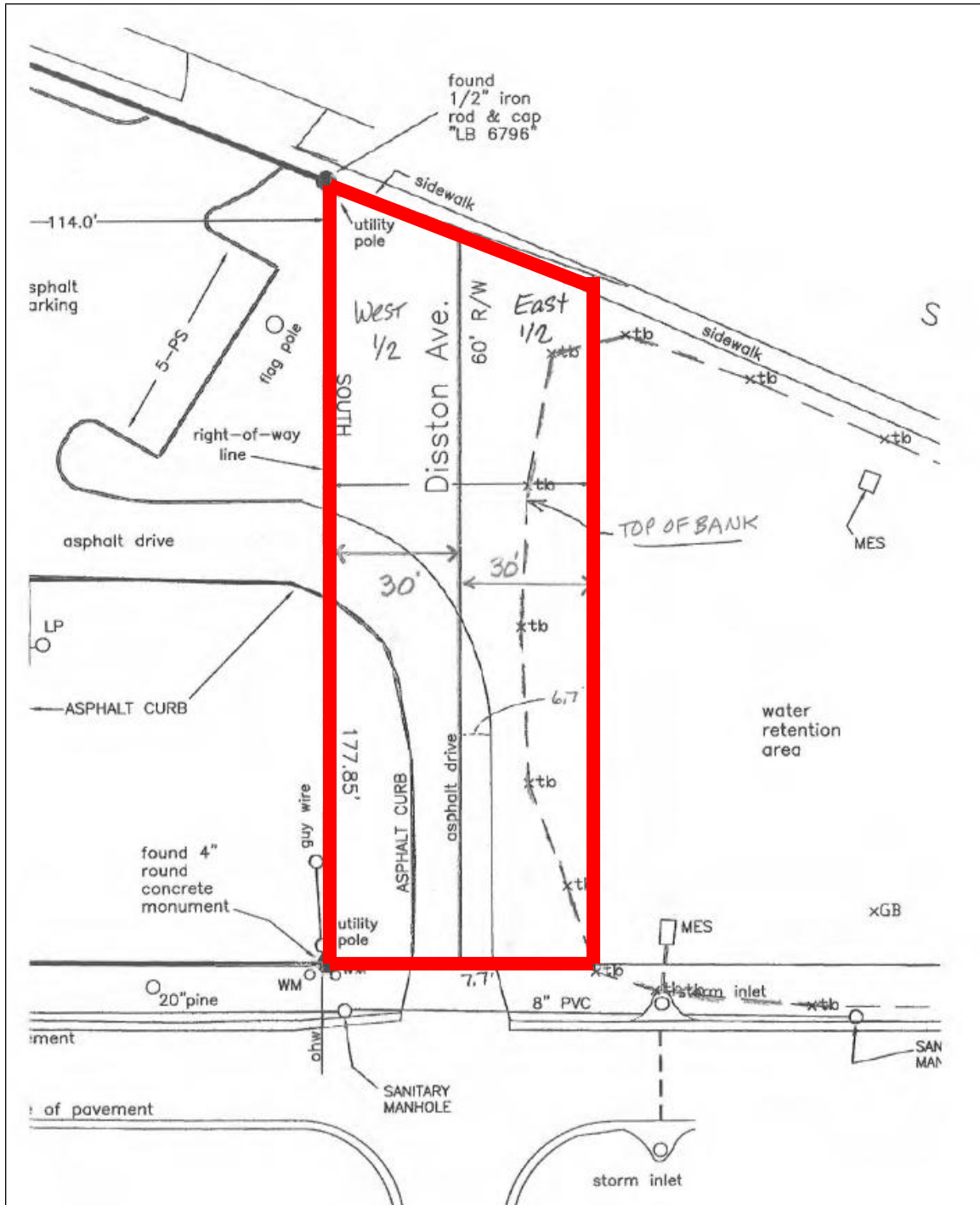
Section 4.

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

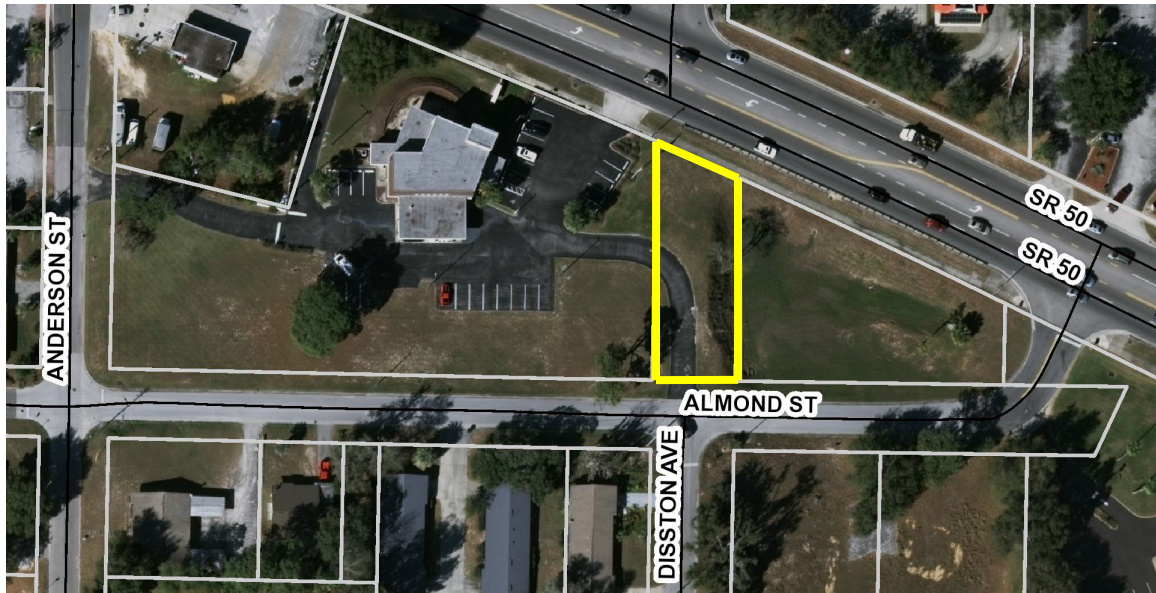
Section 5.

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. 2014-35



CITY OF CLERMONT
ORDINANCE No. 2014-35



CITY OF CLERMONT
ORDINANCE No. 2014-35

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 12th day of November, 2014.

Harold S. Turville, Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT
STREET RIGHT-OF-WAY / EASEMENT CLOSING
PETITION

DATE: April 9, 2014

FEE: \$25.00

PETITIONER'S NAME: Leroy Pittman

Address: 481 E. Hwy 50

City: Clermont State: FL Zip: 34711

Phone: 352-394-2612 Fax: _____

Legal Description of Petitioner's property abutting Street ROW/easement to be closed
(Attach survey if available): _____

Alternate Key 1617791 - Legal Description Attached

If named - name of street to be closed: Disston Ave.

Plot plan & legal description of Street ROW/Easement portion to be closed (From-To):

Approximately 160 lineal feet of Disston Ave north of Almond Street and south of SR 50. See Attached Map

Purpose or reason for closing: To be able to legally maintain the existing driveway into the existing building
and possibly allow redevelopment of the site.

Attach a map and list of: Names and addresses of all property owners abutting the
portion of the street requested to be closed and abandoned. xxx 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 Planning Director in the Planning & Zoning Department, at least 45 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. The applicant must supply the original and 25 copies of the application and supplemental materials. Include the original signed application.

Property Record Card General Information

Alternate Key:	1618240	Parcel:	30-22-26-040000017800
Owner Name:	TIITF/STATE OF FLORIDA	Millage:	000C (Clermont) : 17.5789
Owner Address:	PUBLIC LANDS 3900 COMMONWEALTH BLVD TALLAHASSEE, FL 32399-3000	Property Location:	CLERMONT FL 34711
Legal Description:	CLERMONT, CLERMONT HEIGHTS LOT 178, LOTS 179, 180 SW OF HWY PB 4 PG 1		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Just Value
1	(8087)	0	0		0.45	AC	\$0.00	\$13,365.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

There is no sales history information to display.

Value

Estimated Tax Calculation

(Assumes qualifying residential property. No additional exemptions included.)

Total Just Value:	\$13,365.00
Save Our Homes Benefit: -	\$0.00
Assessed Value: =	\$13,365.00
Other Exemptions: -	\$13,365.00
Total Homestead: -	\$0.00
Total Taxable Value: =	\$0.00
Millage Rate: ☒ x	0.0175789
Base Ad-Valorem Tax: =	\$0.00
Non-Exempt School Levies: +	\$0.00
Estimated Ad-Valorem Tax: =	\$0.00

What could my ad-valorem taxes be like over time?

* The just values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes. The estimated tax totals do not reflect Non-Ad Valorem assessments. (Fire Fees, Solid Waste, etc.) Please consult the Tax Collector for actual taxation amounts.

Property Record Card **General Information**

Alternate Key:	1617791	Parcel:	30-22-26-040000006900
Owner Name:	PITTCO LLC	Millage:	000C (Clermont) : 17.5789
Owner Address:	481 E HWY 50 STE 101 CLERMONT, FL 34711	Property Location:	481 EAST HWY 50 CLERMONT FL 34711
Legal Description:	CLERMONT, CLERMONT HEIGHTS THAT PART OF LOTS 69, 70, 71, 74, 75, & 76, S OF HWY DESC, AS FOLLOWS: BEG AT SW COR OF LOT 76 AT INTERSECTION OF E LINE OF ANDERSON ST & N LINE OF ALMOND ST & RUN N 147.18 FT, S 77-08-27 E 130 FT, N 16-07-39 E 150 FT TO A POINT ON S R/W LINE OF SR 50, THENCE ALONG SAID R/W LINE IN A SE'LY DIRECTION ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 02-25-16, A RADIUS OF 5679.65 FT, A DIST OF 240 FT TO A POINT OF INTERSECTION WITH THE WLY R/W LINE OF DISSTON ST, THENCE S ALONG SAID W R/W LINE OF DISSTON ST A DIST OF 177.85 FT TO N R/W LINE OF ALMOND ST, ALSO BEING SE COR OF LOT 69, N 89-36-20 W ALONG SAID N R/W LINE 392 FT TO POB PB 4 PG 1 ORB 4165 PG 2073		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Just Value
1	STORES 1 STORY (1100)	0	0		74328	SF	\$0.00	\$297,312.00

Commercial Building(s)

Building 1		Commercial Building Value: \$223,712.00						
Summary		Section(s)						
Year Built:	1982	Section No.	Section Type	Wall Height	No. Stories	Ground Floor Area	Basement	Basement Map Finished Color
Total Square Footage:	5472	1	FINISHED LIVING AREA (FLA)	10	2	2409	0%	0%
Full Bathrooms:	3		Interior Finish			Percent	Sprinkler	A/C
Half Bathrooms:	4		(17C)			50.00 %	No	Yes
Elevators:	1		(11C)			50.00 %	No	Yes
Elevator Landings:	2	2	FINISHED LIVING AREA (FLA)	10	1	654	0%	0%
Escalators:	0		Interior Finish			Percent	Sprinkler	A/C
Residential Units:	0							



Detail by Entity Name

Florida Limited Liability Company

PITTCO, LLC

Filing Information

Document Number	L12000048100
FEI/EIN Number	45-5283798
Date Filed	04/09/2012
State	FL
Status	ACTIVE
Effective Date	04/09/2012

Principal Address

481 EAST HIGHWAY 50
CLERMONT, FL 34711

Mailing Address

481 EAST HIGHWAY 50
CLERMONT, FL 34711

Registered Agent Name & Address

PITTMAN, LEROY
481 EAST HIGHWAY 50
CLERMONT, FL 34711

Authorized Person(s) Detail

Name & Address

Title President

PITTMAN, LEROY
481 EAST HIGHWAY 50
CLERMONT, FL 34711

Title Secretary, Treasurer

PITTMAN, VIVIAN E
481 EAST HIGHWAY 50
CLERMONT, FL 34711

Annual Reports

Report Year	Filed Date
2013	06/11/2013
2014	01/09/2014

John E. Kruse

From: Taylor, Diane [Diane.Taylor@dot.state.fl.us]
Sent: Monday, September 22, 2014 11:24 AM
To: John E. Kruse
Subject: Disston Avenue/LeRoy Pittman

Mr. Kruse,

Todd Moynihan wanted me to inform you that the Department has no objections to vacating the plated road. We would surplus part of the Department's 30' to Mr. Pittman to accommodate his existing driveway. I have called Mr. Pittman to inform him of this and he ask that I e-mail you also. If you have any questions please call as I have been assigned this parcel.

Thanks

Diane Taylor



District 5 - Right of Way Specialist/Property Mangement
719 South Woodland Boulevard, MS 551
DeLand, FL 32724
☎: (386) 943-5032
FAX: (386) 943-5654
✉: diane.taylor@dot.state.fl.us

Location Map
Pittman ROW Vacation Request





CITY OF CLERMONT

Office of the City Manager

May 7, 2014

Rick Cunningham, Sr. VP
ATS Account Management

Dear Mr. Cunningham:

Enclosed is the executed letter amendment to the December 19, 2012 agreement between ATS and the City of Clermont. We appreciate ATS' willingness to work with the City with regard to the future of the camera systems program. In order that there is no misunderstanding, this letter confirms that the last camera system installed by ATS commenced operation as of January 3, 2014. As agreed, ATS will not install any additional camera systems unless agreed to in a separate agreement approved by both parties.

If you have any questions, or wish to discuss this matter further, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Darren S. Gray', is written over a horizontal line.

Darren S. Gray
City Manager
City of Clermont

April 21, 2014

VIA FEDERAL EXPRESS

Darren Gray, Clermont City Manager
City of Clermont
685 West Montrose Street, 3d Floor
Clermont, Florida 34711

Dear Mr. Gray:

Please accept this letter as agreement by American Traffic Solutions ("ATS") that the City of Clermont, Florida ("the City") is not obligated to install any additional Camera Systems pursuant to the Professional Services Agreement executed on December 19, 2012 ("Agreement") between ATS and the City.

ATS further agrees that if additional Camera Systems are to be installed in the future, pursuant to the terms and conditions of the Agreement, such installations must be mutually agreed to by the parties and neither party may unilaterally require the other party to install the Camera Systems.

Please note this letter in no way alters the terms and conditions of the parties under the Agreement, except for any requirement that the City would be obligated to install Camera Systems in addition to the Camera Systems already installed as of the date of this letter.

Sincerely,


Rick Cunningham
Senior VP of Account Management

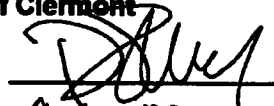
AGREED TO AND ACCEPTED BY:

City of Clermont

By

Title

Date



City Manager

05/07/2014



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Wednesday, November 12, 2014		
Agenda Item Name		
Ordinance No. 2014-37; <i>Final</i>		
Requested Action		
Move to approve Ordinance 2014-37.		
Staff Report		
The Florida Right to Medical Marijuana Initiative; Amendment 2, is on the November 4, 2014 ballot in Florida as an initiated Constitutional Amendment. The measure; upon voter approval, would legalize medical marijuana. The City of Clermont has prepared an Ordinance that would provide definitions in the City's code for marijuana and marijuana dispensaries. The Ordinance would regulate that a medical marijuana dispensary could locate only on properties with M-1 Industrial Zoning, and would require a Conditional Use Permit with restrictions as specified in the Ordinance.		
Legal Impact		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance 2014-37 med marijuana dispen w strikes.doc 2. Legal ad LDC amendments -2014-37.doc		

CITY OF CLERMONT
ORDINANCE No. 2014-37

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, RELATED TO MEDICAL MARIJUANA DISPENSARIES AMENDING THE LAND DEVELOPMENT CODE OF THE CITY OF CLERMONT BY AMENDING SECTION 82-12, "LAND USE DEFINITIONS" PROVIDING FOR DEFINITIONS OF MARIJUANA AND MARIJUANA DISPENSARIES AND AMENDING SECTION 122-264 "M-1-CONDITIONAL USES" PROVIDING MEDICAL MARIJUANA DISPENSARIES SHALL REQUIRE A CONDITIONAL USE; SETTING FORTH STANDARDS AND REGULATIONS FOR MEDICAL MARIJUANA DISPENSARIES; AND PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution provides that municipalities shall have governmental, corporate and proprietary powers to enable municipalities to conduct municipal government, perform municipal functions and render municipal services; and

WHEREAS, pursuant to the referenced provision of the Florida Constitution, a city may exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, Chapter 166, Florida Statutes, the "Municipal Home Rule Powers Act," reinforces the authority granted under the Florida Constitution and authorizes municipalities to exercise any power for municipal purposes, except when expressly prohibited by law and to enact Ordinances in furtherance thereof; and

WHEREAS, the within the above referenced grant of powers, the City of Clermont (the "City") has the authority to regulate land development and the use of property within the City for the protection of the public health, safety and welfare; and

WHEREAS, the City Council has determined that given the potential impact on the surrounding areas, that Medical Marijuana Dispensaries, if allowed by law, should be a conditional use permitted in limited areas of the City; and

WHEREAS, the City Council has determined that it is in the public interest to set certain distance and other standards regarding the operation of Medical Marijuana Dispensaries; and

WHEREAS, the City Council has found that a high proportion of sales in such facilities are cash sales, necessitating additional security procedures and precautions; and

WHEREAS, consistent with the findings stated above, the City Council has determined that adoption of this Ordinance is in the best interest of the public health, safety and welfare;

CITY OF CLERMONT
ORDINANCE No. 2014-37

NOW THEREFORE BE IT RESOLVED AND ENACTED, by the City Council of the City of Clermont, Lake County, Florida that:

Section 1.

The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent and findings supporting this Ordinance.

Section 2.

Section 82-12 “Land use definitions” of the Clermont Code of Ordinances is hereby amended to add the following definitions (underlined depicts added wording):

Section 82-12 - Land use definitions

Marijuana: The meaning given cannabis in Section 893.02(3), Florida Statutes.

Medical Marijuana Dispensary: Any treatment center, entity, establishment, or portion thereof, which lawfully acquires, cultivates, possesses, processes, transfers, transports, sells, dispenses or administers marijuana, products containing marijuana, related supplies, or educational materials. A pharmacy as defined in Section 465.003, Florida Statutes which employs a Florida License pharmacist onsite shall not be considered a Medical Marijuana Dispensary.

Section 3.

Section 122-264 “M-1 Conditional Uses” of the Clermont Code of Ordinances is hereby amended as follows: (underlined depicts added wording):

Section 122-264. M-1- Conditional uses.

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

- (1) Airports.
- (2) Junkyards.
- (3) Planned unit development per article IV of this chapter.
- (4) Utility facilities (i.e. electric transformers, gas regulator stations, etc.).
- (5) Adult entertainment establishments.
- (6) Medical Marijuana Dispensary.

CITY OF CLERMONT
ORDINANCE No. 2014-37

- (7) Conditional uses of the C-2 general commercial district not specifically listed as a permitted use in the M- 1 light commercial district, provided they meet the regulations of the C-2 district.
- (b) Other manufacturing or wholesale uses not listed as a permitted use may be considered as a conditional use, provided the requirements of Chapter 86, Article III, Division 3, and the following conditions are met:
- (1) The use is so located, site-planned and designed to avoid undue noise, odor, smoke, explosive hazards or any other nuisances or dangers to abutting properties.
 - (2) Adequate waste treatment, roadways and utilities can be provided.
 - (3) All applicable local, state and federal regulations regarding such use can be met.
 - (4) No wholesale or retail establishment may occupy more than 100,000 square feet.
- (c) Medical Marijuana Dispensary shall be subject to the following additional criteria:
- (1) Loitering. The Medical Marijuana Dispensary shall provide adequate seating for its patients and business invitees. The Medical Marijuana Dispensary shall not permit any patient or business invitee to stand, sit (including in a parked car), or gather or loiter outside of the building where the dispensary operates, including in any parking areas, for any period of time longer than that reasonably required to arrive and depart.
 - (2) Security. The owners shall have a review of the site with the City Police Department prior to opening and annually. It shall be the responsibility of the owner to schedule the reviews with the Department.
 - (3) No Drive through Service. No Medical Marijuana Dispensary shall have a drive through or drive in service. All dispensing, payment for and receipt of medical marijuana shall occur from inside the Medical Marijuana Dispensary.
 - (4) Alcoholic Beverages or Marijuana. No sale of alcoholic beverages or consumption or use of alcoholic beverages or marijuana shall be allowed on the premises, including in the parking areas.

CITY OF CLERMONT
ORDINANCE No. 2014-37

- (5) Separation Distances. A Medical Marijuana Dispensary shall not operate within two hundred (200) feet of any residentially zoned or residentially used property, church or school existing or approved by the City at the time of application. All distance requirements shall be measured by drawing a straight line from the nearest property line of the protected use to the nearest property line of the proposed Medical Marijuana Dispensary.
- (6) Operating Hours. Medical Marijuana Dispensaries shall not be allowed to operate between 7:00pm and 7:00am.
- (7) Compliance with Other Laws. All Medical Marijuana Dispensaries shall at all times be in compliance with all federal and state laws and regulations, and the City of Clermont Code of Ordinances, as may be amended from time to time.

- (d) In case of uncertainty of the classification of any public use, uses may be permitted which, after consideration by the Planning and Zoning Commission and approval of the City Council, are not more obnoxious to the district than the uses provided in this Section. All conditional uses must be provided per Chapter 86, Article III, Division 3.

Section 4. Conflict.

All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. Severability.

Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section 6. Codification.

The text of Sections 2 and 3 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. 2014-37

Section 7. Effective Date.

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

CITY OF CLERMONT
ORDINANCE No. 2014-37

PASSED AND ADOPTED by the City Council of the City of Clermont, this 12th day of November, 2014.

CITY OF CLERMONT

Harold S. Turville, Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider the enactment of the following proposed ordinance. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2014-37

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, RELATED TO MEDICAL MARIJUANA DISPENSARIES AMENDING THE LAND DEVELOPMENT CODE OF THE CITY OF CLERMONT BY AMENDING SECTION 82-12, "LAND USE DEFINITIONS" PROVIDING FOR DEFINITIONS OF MARIJUANA AND MARIJUANA DISPENSARIES AND AMENDING SECTION 122-264 "M-1-CONDITIONAL USES" PROVIDING MEDICAL MARIJUANA DISPENSARIES SHALL REQUIRE A CONDITIONAL USE; SETTING FORTH STANDARDS AND REGULATIONS FOR MEDICAL MARIJUANA DISPENSARIES; AND PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

This ordinance will be considered by the Planning & Zoning Commission on Tuesday, November 4, 2014 at 7:00 P.M.

A public meeting to consider the ordinance will be held before the City Council on Wednesday, November 12, 2014 at 7:00 p.m. for final enactment.

All meetings will be held in City Hall, located at 685 West Montrose Street.

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

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

Tracy Ackroyd
City Clerk

Daily Commercial
October 28, 2014



AGENDA ITEM

Meeting Date		
Wednesday, November 12, 2014		
Agenda Item Name		
Variance Request		
Requested Action		
Move to deny variance.		
Staff Report		
The applicant is requesting to allow for a rear yard setback of 5 feet from the rear property line– rather than 9 feet as required by the Land Development Code, Section 122-342 (b) and 122-105(2). The applicant is requesting one (1) variance in order to install an in-ground swimming pool with deck. The current rear yard setback of nine (9) feet limits the placement of the pool and deck and the applicant would like to have the ability to build the pool and deck up to the 5 foot utility easement at the back of the property. The developer, Orion Development Corp., was previously granted a variance for a reduction in the front yard setback from 35 feet to 25 feet from the City Council on April 13, 2004. This reduction was requested to build larger homes on the lots. The applicant acquired the property on March 27, 2006.		
Legal Impact		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Application	Application.pdf	
2. Rickerds Map	Rickerds Location.pdf	
3. Conceptual Site Plan	Site plan.pdf	
4. Sec 86-174 Review Criteria	Rickerds Review Criteria and Finding.pdf	
5. Front Setback Variance	Front Setback Variance.pdf	
6. Legal Ad	VAR Legal AD.docx	

Ryan Rickerds
1216 Shorecrest Cir.
Clermont, FL. 34711
September 30, 2014

City of Clermont Planning & Zoning Department
685 W. Montrose St.
Clermont, FL. 34712-0219

To Whom It May Concern:

I am writing to request a variance to the 9 foot utility easement mandated by the City of Clermont via city zoning ordinance 122-105. My request is to allow for a 5 foot utility easement on the rearmost property line at my home on lot 8 of the Indian Shores neighborhood in Clermont, FL.

Upon purchasing our home in March of 2006 my wife and I planned to one day install an in-ground swimming pool in our back yard. The lot survey presented to us upon purchasing the home and sealed by Mr. Patrick M. Kelley P.L.S., a licensed Florida surveyor under certificate number 4423 showed that the property had a 5' utility easement, allowing for a large enough pool to be installed for our family to enjoy it for years to come. In the summer of 2014 we finally decided that the time was right personally and financially to install the pool and signed a contract with Erickson Pools of Clermont, FL. to begin construction. We were informed by Erickson that when they attempted to receive a permit for the construction of the pool that a 9 foot easement was being enforced by the City of Clermont, differing from what we were led to believe upon purchasing the home given the lot survey.

We love our home and enjoy living in Clermont, but the installation of a 9 foot easement does not allow for an adequately sized pool to be installed at our home to accommodate our family including our three young children, thus this application for variance to allow for an additional 4 feet so that we can begin construction to upgrade our property value and allow for further enjoyment of our home.

We have discussed the variance with our adjacent neighbors to the rear of our home and they are in agreement that this variance would not affect their property or the enjoyment thereof. With this variance allowed there is still ample room for any utility construction at the rear of the lot.

Thank you for your consideration of this variance,

Sincerely,

A handwritten signature in black ink, appearing to read 'Ryan Rickerds', with a stylized flourish at the end.

Ryan Rickerds
1216 Shorecrest Cir.
Clermont, FL. 34711



CITY OF CLERMONT
VARIANCE
Application

DATE: 9/30/2014

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): _____

APPLICANT: Ryan Rickerds

CONTACT PERSON: Ryan Rickerds

Address: 1216 Shorecrest Cir.

City: Clermont State: FL Zip: 34711

Phone: 352-241-4243 Fax: 813-864-0156

E-Mail: rickerdsr@jm.com

OWNER: Ryan & Jennifer Rickerds

Address: 1216 Shorecrest Cir.

City: Clermont State: FL Zip: 34711

Phone: 352-241-4243 Fax: 813-864-0156

Address of Subject Property: 1216 Shorecrest Cir. Clermont, FL.

General Location: Indian Shores Neighborhood, Lot 8, Clermont, FL.

Legal Description (include copy of survey): Lot 8, Indian Shores

Land Use (City verification required): Residential

Zoning (City verification required): R-I-A

**CITY OF CLERMONT
VARIANCE**

**Application
Page 2**

Answers to the following questions are required to complete this application.

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:
122-105

What are you proposing to do that would require a variance and why?

Install an inground swimming pool to allow for further enjoyment of the property.

How does the Code create a hardship?

9' utility easement does not allow for ample room in the rear of lot 8 of Indian Shores to install an inground swimming pool. Requesting variance to 5' easement to install pool as noted during presentation of lot survey (enclosed) when purchasing home.

*** * * * The following justifications must be completed * * * * ***
for any variance requested:

Variance requested – subject and code section: 122-105 Utility easement decreased from 9' to 5'

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) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;

None.

- (2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;

No

CITY OF CLERMONT
VARIANCE

Application

Page 3

3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;

Yes, the 9' easement will not allow for an in-ground swimming pool to be installed in the backyard of lot 8 in the Indian Shores neighborhood. Requesting a 5' easement to allow for installation of the pool in an effort to further enjoy the property and increase it's value.

(4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded;

No.

(5) The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure;

Yes, only requesting a 4' variance to the easement as is described in the lot survey that was presented upon purchasing the home (enclosed)

(6) Granting of the variance request will not confer on the applicant any special privilege that is denied by the land development code to other lands, buildings or structures in the same zoning district;

No.

(7) The proposed variance will not substantially diminish property value in, or alter the essential character of, the area surrounding the site; and

No, in fact the variance will increase the property value via the installation of an in-ground swimming pool.

(8) The granting of the variance will be in harmony with the general intent and purpose of this land development code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

Yes the variance will be in harmony with the general intent of the code and will not be injurious to the surrounding properties or detrimental in any way to the public welfare.

**CITY OF CLERMONT
VARIANCE**

Application
Page 4

Ryan Rickerds

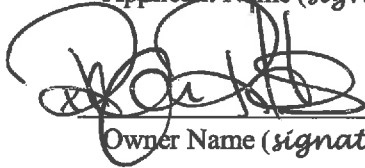
Applicant Name (print)



Applicant Name (signature)

Ryan Rickerds

Owner Name (print)



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

Planning & Zoning Department.

685 W. Montrose St.

P.O. Box 120219

Clermont, FL. 34712-021 9

(352) 394-4083 Fax: (352) 394-3542

ARTICLE IV. VARIANCES

Sec. 86-171. Permitted variances; exclusions.

(a) *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 or structure 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) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;

(2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;

- (3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;
- (4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded;
- (5) The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure;
- (6) Granting of the variance request will not confer on the applicant any special privilege that is denied by the land development code to other lands, buildings or structures in the same zoning district;
- (7) The proposed variance will not substantially diminish property value in, or alter the essential character of, the area surrounding the site; and
- (9) The granting of the variance will be in harmony with the general intent and purpose of this land development code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

(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, 9-28-99)

Property Record Card**General Information**

Owner Name:	RICKERDS RYAN L & JENNIFER L	Alternate Key:	3673093
Mailing Address:	1216 SHORECREST CIR CLERMONT, FL 34711-2942	Parcel Number:	26-22-25-035000000800
Property Location:	1216 SHORECREST CIR CLERMONT FL 34711	Millage Group and City:	000C (Clermont) : 17.5789
Property Description:	CLERMONT, INDIAN SHORES REPLAT SUB LOT 8 PB 36 PG 71-72 ORB 3125 PG 1746		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class	Value	Just Value
1	DRY SFR LOT (0100)	0	0		1	LT		\$0.00	\$23,760.00

Residential Building(s)**Building 001**

Residential	Single Family	Building Value: \$163,808.00
-------------	---------------	------------------------------

Summary

Year Built: 2005	Total Living Area: 3058	Central A/C: Yes	Attached Garage: Yes
Bedrooms: 4	Full Bathrooms: 2	Half Bathrooms: 1	Fireplaces: 1

Section(s)

Section No.	Section Type	Ext. Wall Type	No. Stories	Floor Area	Finished Attic	Basement	Basement Finished	Map Color
1	FINISHED LIVING AREA (FLA)	Stucco/Brick (003)	1	3058	N	0%	0%	
2	GARAGE (GCF)	Stucco/Brick (003)	1	560	N	0%	0%	
3	OPEN PORCH (OPF)	No Wall Type (000)	1	102	N	0%	0%	
4	OPEN PORCH (OPF)	No Wall Type (000)	1	105	N	0%	0%	



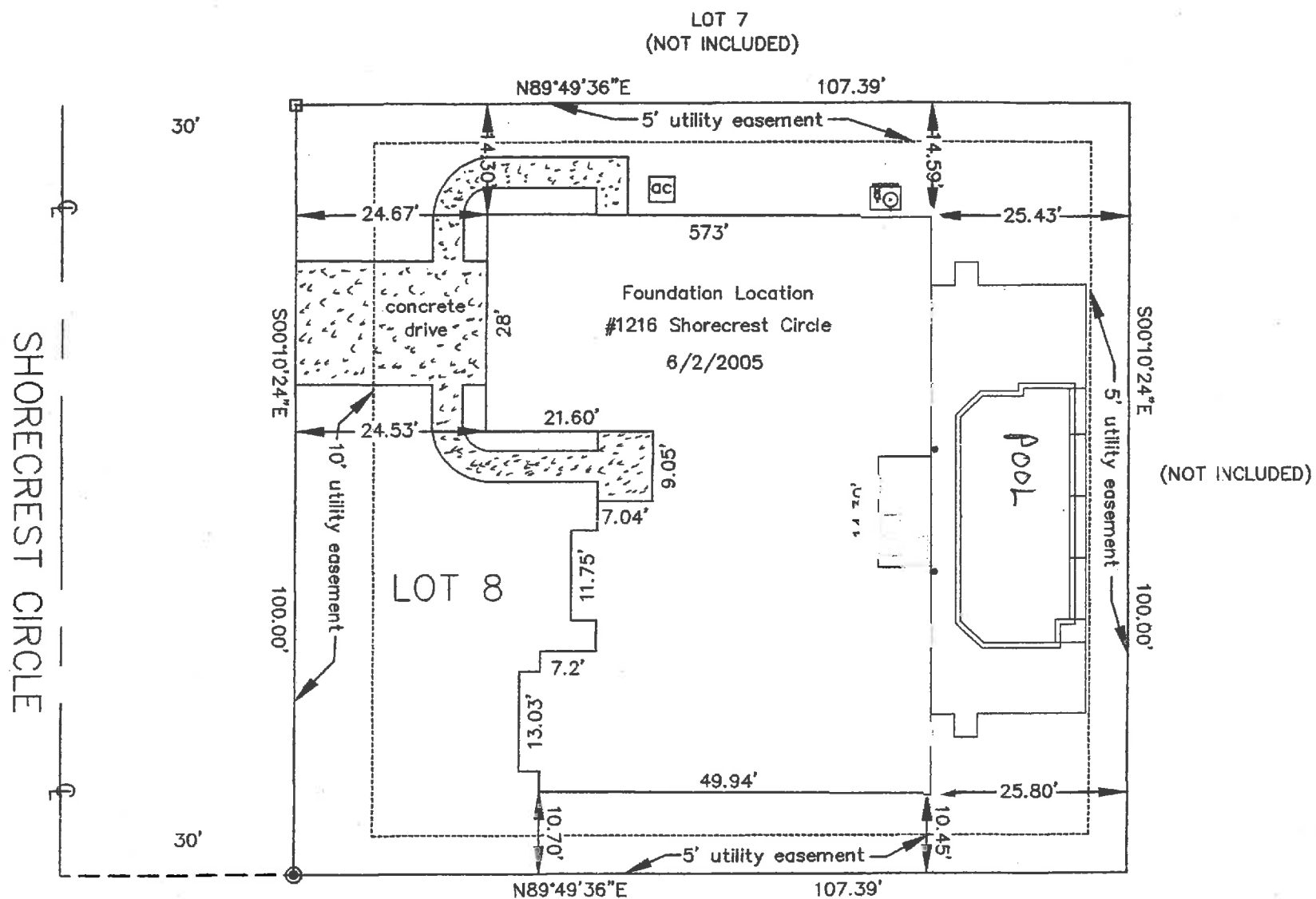


Rickerds Pool Variance



1216 Shorecrest Circle





DESCRIPTION: LOT 8, INDIAN SHORES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 36, PAGES 71 AND 72, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

NOTES:

1. THE BEARINGS HEREON ARE BASED ON THE PLAT BEARING OF S.00°10'24"E., ALONG THE WEST LINE OF LOT 8.
2. THIS PROPERTY LIES WITHIN FLOOD ZONE "X" AN AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN, ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP.
3. THIS PROPERTY IS SUBJECT TO ANY FACTS THAT MIGHT BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
4. THIS SURVEY IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, SETBACKS OR RESTRICTIONS.
5. UNDERGROUND ENCROACHMENTS OR IMPROVEMENTS, IF ANY, NOT LOCATED OR SHOWN.
6. ABOVEGROUND ENCROACHMENTS, IF ANY, AS SHOWN OR NOTED.
7. □ = FOUND 4"x4" CONCRETE MONUMENT UNLESS OTHERWISE NOTED.
8. ● = FOUND #5 REBAR #6528 UNLESS OTHERWISE NOTED.

CERTIFIED TO:

PEOPLES FIRST COMMUNITY BANK
GARY HEATH CONSTRUCTION, INC.
GEORGE E. HOVIS, ATTORNEY AT LAW
ATTORNEYS' TITLE INSURANCE FUND, INC.

Blackburn Surveying, Inc.
L.B. # 6528
1214 Bowman Street
Sunnyside Plaza
P.O. Box 121022
Clermont, Florida 34712
(352) 394-4417
Fax (352) 394-7058

ASBUILT SURVEY FOR:

GARY HEATH

SCALE: 1" = 20'	APPROVED BY: PMK	DRAWN BY: TERRY PITT
DATE: 6/2/2005	FB/PAGE: 160-70-TP	

INDIAN SHORES
LAKE COUNTY, FLORIDA

PAGE NO. 1 DRAWING NO. INDSH-08ZIP7

REVISED 9/13/2005 FOR FINAL HOUSE LOCATION

29/14/05

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

GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

[illegible]

Date _____

JOB#:

Date: 11 Aug 2014

Rickerds Rear Yard Setback Variance

The requirements for a variance are as follows:

“Sec. 86-174, Review Criteria and Finding. 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:”

There are eight items that the applicant is required to respond to. Staff’s comments, based on the eight requirements for a positive finding as they relate to this request, are as follows:

FINDINGS:

- (1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;

Applicant response: None

Staff comments: The developer of the site has already received a variance for a reduction in front yard setback from the required 35 feet to 25 feet from the City Council on April 13, 2004. This reduction was granted to several lots in the Indian Shores subdivision to the builder at that time. The current owner has not demonstrated a special condition exists which is peculiar to the land, structure, or building involved.

Negative finding

- (2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;

Applicant response: No

Staff comments: Staff agrees that the applicant did not create a condition giving rise to the requested variance request. However, the applicant does have an interest in the property and the variance is being requested by applicant.

Negative finding

- (3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;

Applicant response: Yes, the 9’ easement will not allow for an in-ground swimming pool to be installed in the backyard of lot 8 of Indian Shores neighborhood. Requesting a 5’ easement to allow for installation of the pool in an effort to further enjoy the property and increase it’s value.

Staff comments: The applicant can still develop the property in conformance with the LDC, with modifications to the overall proposed project.

Negative finding

- (4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded;

Applicant response: No

Staff comments: No evidence of decreased costs due to the variance request.

Positive finding

- (5) The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure;

Applicant response: Yes, only requesting a 4' variance to the easement as is described in the lot survey that was presented upon purchasing the home.

Staff comments: The applicant is trying to maximize the potential use of the site by requesting the variance for placement of the in-ground swimming pool and deck in the rear of the property.

Positive finding

- (6) Granting of the variance request will not confer on the applicant any special privilege that is denied by the land development code to other lands, buildings or structures in the same zoning district;

Applicant response: No

Staff comments: The City Council has granted similar variance requests in the past for a reduction in setbacks.

Positive finding

- (7) The proposed variance will not substantially diminish property value in, or alter the essential character of the area surrounding the site; and

Applicant response: No, in fact the variance will increase the property value via the installation of an in-ground swimming pool.

Staff comments: The proposed variance does not seem to substantially diminish property values or alter the essential character of the area.

Positive finding

- (8) The granting of the variance will be in harmony with the general intent and purpose of this land development code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

Applicant response: Yes, the variance will be in harmony with the general intent of the code and will not be injurious to the surrounding properties or detrimental in any way to the public welfare.

Staff comments: Staff feels that granting the variance will not be in harmony with the general intent and purpose of the land development code. The property has already received a variance for a reduction in the front yard setback requirement for the construction of the home and is now being considered for a reduction in rear yard setback.

Negative finding

STAFF RECOMMENDATION:

Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that **four** of the eight that do not meet these findings. Therefore, staff recommends denial of the variance request by the applicant to the Clermont Land Development Code.



CITY OF CLERMONT

April 20, 2004

Office of the Planning Director

Orion Development Corp.
Attn: Paul C. Wolfe
1600 Oregon Street
Orlando, FL 32803

Re: Variance request

Dear Mr. Wolfe,

The City Council of the City of Clermont, at their regular scheduled meeting held Tuesday, April 13, 2004 approved your request for a variance to allow the following:

To allow a front yard setback of 25 feet as opposed to the 35 feet required by code for Lots 1,2,6,8,27,28,29,30,31,32,33,35,38,40,41,44,46,48,49,51,54,55,56,59,61,62 and 68.

Construction must begin within one (1) year from the date the variance was granted (April 13, 2005) or the variance will be null and void.

Please feel free to contact me if I can be of any assistance.

Sincerely,

D. Barry Brown
Director of Planning

DBB:jcm

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variance: (1) to allow for a rear yard setback of 5 feet from the rear property line— rather than 9 feet as required by the Land Development Code, Section 122-342 (b) and 122-105(2) at the following location:

LOCATION

Alt. Key 3673093
1216 Shorecrest Circle

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

This request will be heard by the City Council at a public hearing to be held on Wednesday, November 12, 2014 at 7:00 P.M. in the Clermont City Hall located at 685 West Montrose Street.

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

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

Tracy Ackroyd
City Clerk

Daily Commercial
November 4, 2014



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Wednesday, November 12, 2014		
Agenda Item Name		
Variance Request		
Requested Action		
Move to table to January 13, 2015		
Staff Report		
The applicant is requesting to allow for a rear yard setback of 9 feet from the mean high-water line– rather than 25 feet as required by the Land Development Code, Section 122-105(3). The applicant is requesting one (1) variance in order to install an in-ground swimming pool with deck and screen enclosure. The current setback of twenty-five (25) feet from the mean high-water line limits the placement of the pool and deck. The applicant has indicated that there is a sea wall that exists on the rear of the property and the mean high-water line is on the lakeside of the sea wall. The applicant would like to have the ability to build the pool, deck and screen enclosure 9 feet from the mean high-water line that is on the other side of the sea wall.		
Legal Impact		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Application	Application.pdf	
2. Map of Location	Kerpsack Location.pdf	
3. Conceptual Site Plan	Conceptual Site Plan.pdf	
4. Site Photos	Photos.pdf	
5. Sec 86-174 Review Criteria	Kerpsack Review Criteria and Finding.docx	
6. Legal Ad	VAR Legal AD.docx	



CITY OF CLERMONT
VARIANCE
Application

DATE: 9/26/14

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): Kerpsack backyard swimming pool

APPLICANT: Joseph T. Kerpsack

CONTACT PERSON: _____

Address: 1958 Brantley Circle

City: Clermont State: FL Zip: 34711

Phone: (330) 506-9091 Fax: 352-241-7035

E-Mail: jc Kerp @ MSN . com

OWNER: Same as above

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Address of Subject Property: 1958 Brantley Circle, Clermont, FL 34711

General Location: Margaree Gardens in Clermont

* Legal Description (include copy of survey): See Survey

Land Use (City verification required): _____

Zoning (City verification required): _____

**CITY OF CLERMONT
VARIANCE**

Application
Page 2

Answers to the following questions are required to complete this application.

☒ City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:

25' to 9'

What are you proposing to do that would require a variance and why?

Build a swimming pool within 25 feet of Flood Zone

* Not building any buildings or structures other than pool & screen.
How does the Code create a hardship?

When purchased home, was under impression that a pool could be built in back yard. Would not have purchased house if known could not build pool.

* * * * The following justifications must be completed * * * *
for any variance requested:

Variance requested – subject and code section: _____

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(1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;

Five foot sea wall exists on property. High water mark, based on survey, does not even come up to sea wall. One hundred year flood mark only goes to greater than one foot from top of sea wall. Pool will be greater than 10 feet from sea wall.

(2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;

No

CITY OF CLERMONT

VARIANCE

Application

Page 3

3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;

Most of homes in neighborhood on lake side have
swimming pools.

(4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded;

No

(5) The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure;

yes

(6) Granting of the variance request will not confer on the applicant any special privilege that is denied by the land development code to other lands, buildings or structures in the same zoning district;

No

(7) The proposed variance will not substantially diminish property value in, or alter the essential character of, the area surrounding the site; and

Will only increase property value

(8) The granting of the variance will be in harmony with the general intent and purpose of this land development code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

No, will not.

**CITY OF CLERMONT
VARIANCE**

Application

Page 4

<u>Joseph T. Kepsack, my</u> Applicant Name (print)	x	<u>[Signature]</u> Applicant Name (signature)
<u>Joseph T. Kepsack, my</u> Owner Name (print)	x	<u>[Signature]</u> 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

Planning & Zoning 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.

(a) *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.

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(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.

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(Ord. No. 281-C, § 1(ch. 8, § 2(D)), 11-8-94; Ord. No. 294-C, § 2, 9-28-99)

Lake County Taxing Authority
PO BOX 1027
TAVARES FL 32778-1027

*REAL ESTATE *
 AK NUMBER 2578696 000C
 25 22 25 0650 00A 01500
 CLERMONT, MARGAREE GARDENS SUB LOT 15
 BL K A PB 25 PG 59 ORB 3931 PG 446

AK NUMBER 2578696 X 8 - 23003

KERPSACK JOSEPH T & CHRISTINE J
 1958 BRANTLEY CIR
 CLERMONT FL 34711-2900



2014

NOTICE OF PROPOSED
 PROPERTY TAXES
 AND
 PROPOSED OR ADOPTED
 NON-AD VALOREM ASSESSMENTS

DO NOT PAY
THIS IS NOT A BILL

*SEE REVERSE SIDE FOR NON-AD VALOREM ASSESSMENTS
 AND EXPLANATIONS OF THE COLUMNS BELOW.

For more information concerning this notice,
 please visit our Website at www.lcpafl.org.

TAXING AUTHORITY TAX INFORMATION

TAXING AUTHORITY 000C	PRIOR 2013 TAXABLE VALUE	YOUR FINAL TAX RATE AND TAXES LAST YEAR 000C		CURRENT 2014 TAXABLE VALUE	YOUR TAX RATE AND TAXES THIS YEAR IF NO BUDGET CHANGE IS MADE		YOUR TAX RATE AND TAXES THIS YEAR IF PROPOSED BUDGET CHANGE IS MADE	
	COLUMN 1	COLUMN 2 RATE	COLUMN 3 TAXES	COLUMN 4	COLUMN 5 RATE	COLUMN 6 TAXES	COLUMN 7 RATE	COLUMN 8 TAXES
County	477,658	4.7309	2,259.75	485,572	4.6337	2,249.99	5.6124	2,725.22
AMBUL MSTU	477,658	0.3853	184.04	485,572	0.3774	183.25	0.4823	234.18
Public Schools								
By State Law	502,658	4.9220	2,474.08	510,572	4.7958	2,448.60	4.9980	2,551.84
By Local Board	502,658	2.2480	1,129.98	510,572	2.1904	1,118.36	2.2480	1,147.77
CLERMONT FL	477,658	3.7290	1,781.19	485,572	3.5938	1,745.05	3.7290	1,810.70
Water Management District								
SJRWMD	477,658	0.3283	156.82	485,572	0.3164	153.63	0.3164	153.63
Independent Special Districts								
Voter Approved Debt Payments	477,658	0.1900	90.76	485,572	0.1600	77.69	0.1600	77.69
WATER AUTH	477,658	0.2554	121.99	485,572	0.2498	121.30	0.2554	124.02
S HOSPITAL	477,658	0.7900	377.35	485,572	0.7633	370.64	0.7650	371.46
TOTAL AD-VALOREM PROPERTY TAXES			8,575.96			8,468.51		9,196.52

PROPERTY APPRAISER VALUE INFORMATION

	MARKET VALUE	ASSESSED VALUE APPLIES TO SCHOOL MILLAGE	ASSESSED VALUE APPLIES TO NON-SCHOOL MILLAGE
PRIOR YEAR 2013	527,658	527,658	527,658
CURRENT YEAR 2014	537,099	535,572	535,572

ASSESSMENT REDUCTIONS	APPLIES TO	PRIOR VALUE 2013	CURRENT VALUE 2014
SAVE OUR HOMES	ALL TAXES	0	1,527
NON-HOMESTEAD 10% CAP	NON-SCHOOL TAXES	0	0
AGRICULTURAL CLASSIFICATION	ALL TAXES	0	0
OTHER	ALL TAXES	0	0
EXEMPTIONS	APPLIES TO	PRIOR VALUE 2013	CURRENT VALUE 2014
FIRST HOMESTEAD	ALL TAXES	25,000	25,000
ADDITIONAL HOMESTEAD	NON-SCHOOL TAXES	25,000	25,000
LIMITED INCOME SENIOR	COUNTY TAXES	0	0
LIMITED INCOME SENIOR	CITY TAXES	0	0
OTHER	ALL TAXES	0	0

If you feel the market value of the property is inaccurate or does not reflect fair market value as of January 1, 2014, or if you are entitled to an exemption or classification that is not reflected, please contact the
Lake County Property Appraiser's Office at:
320 West Main St., Tavares FL 32778
(352) 253-2150

If the Property Appraiser's Office is unable to resolve the matter as to the market value, classification, or an exemption, you may file a petition for adjustment with the Value Adjustment Board. Petition forms are available from the County Property Appraiser at www.lcpafl.org and must be filed on or before:

5:00 p.m. September 15, 2014

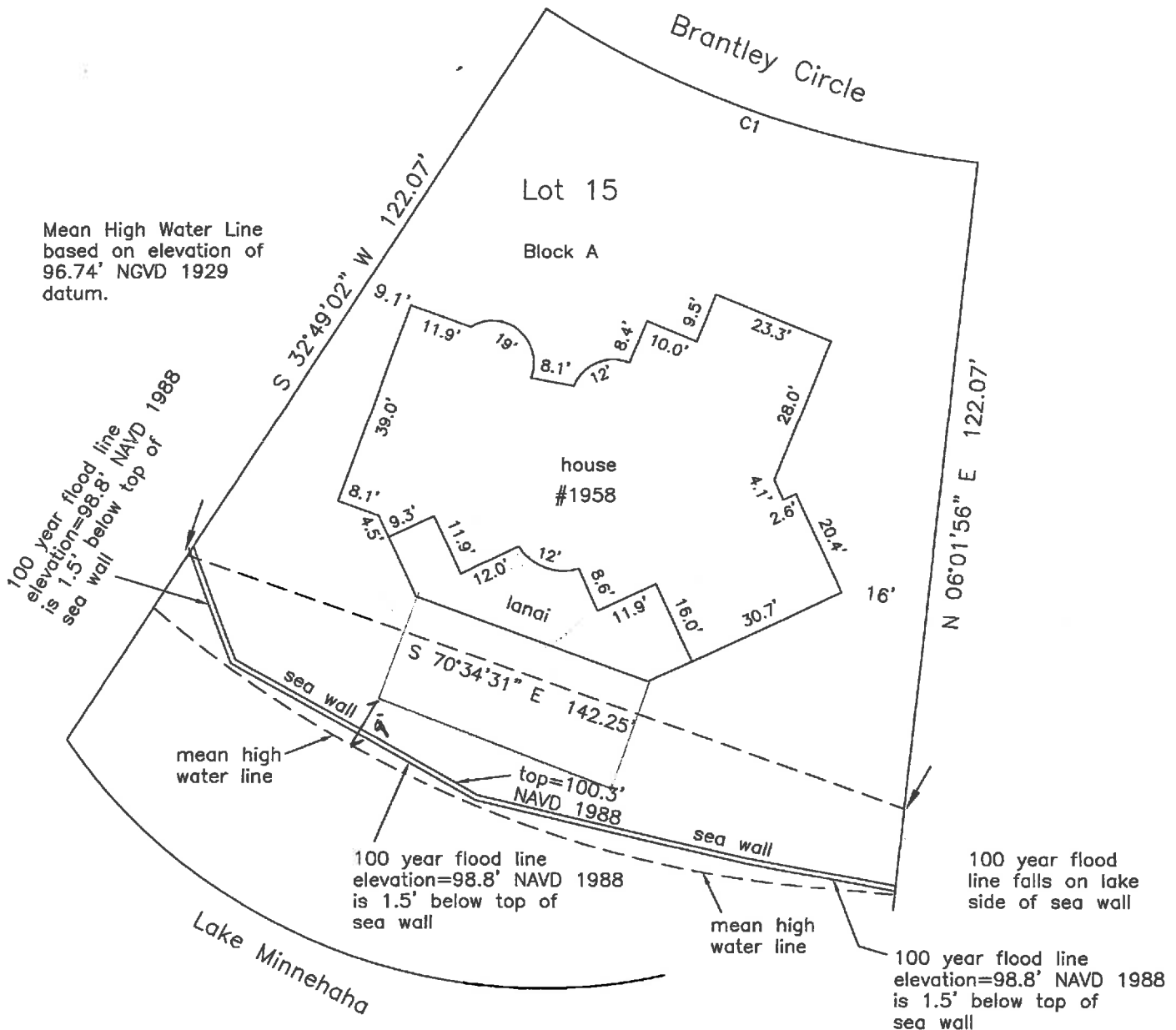
Site Plan

Description:

Lot 15, Block A, MARGAREE GARDENS,
according to the plat thereof, as recorded in
Plat Book 25, Page 59,
Public Records of Lake County, Florida.



Scale = 1"=30'



CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	185.00'	86.49'	85.70'	S 70°34'31" E	26°47'09"

Jeffrey P. Rhoden
JEFFREY P. RHODEN PSM #5322
STATE OF FLORIDA

09/15/14

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND
MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL
PURPOSES ONLY AND IS NOT VALID.

Field Date
09/15/14

Prepared for:

00039.054

Joseph Kerpsack

Drawn by:
JPR

Rhoden Land Surveying, Inc.

LB #6980
420 E. Minnehaha Ave.
Clermont, FL 34711
352-394-6255

Scale:
1"=30'



16135 E. Hwy. 50 Ste 202
Clermont, FL 34711
Phone-407.805.2745
Fax-407.805.2760
www.epoolsandspas.net

Client Information

NAME: Joseph Kerpach
ADDRESS: 1958 Brantly Circle
CITY: Clermont STATE: FL ZIP CODE:
PHONE: 330 506-5091q OTHER PHONE:
JOB#:

Pool Construction Specifications

Pool Area: 401 Length: 30 Width: 12
Perimeter: 79 Depth: Access:
Raised Beam 6" LF: Raised Beam 12" LF: Raised Beam 18" LF:
Dig & Haul: Bobcat Shuttle: Dig & Drop Dig & Spread:
Ultra Mini Dig Saw Cut Ln. Ft. Slab Demo Sq. Ft. Demo Dump:
Slumps: Sprinkler Capped: Access Fence:
Termite Treatment Prestrip for Layout? :

SPA SPECS

Size: 32 Perimeter: Jels:
Raised: Spa Spillway Type: Spa Spillway Width:

PLUMBING TILE & ELECTRIC

2 Spd Filter Pump 2nd Pump Filter:
Pool Cleaner Pool Heater Sanitation:
Pool Light Spa Light Lt. Switch Loca:
Remote Controls: Deck Jets: In Floor Heads:
Water Feature Spillway#1 Water Feature Spillway#2

DECK SPECS

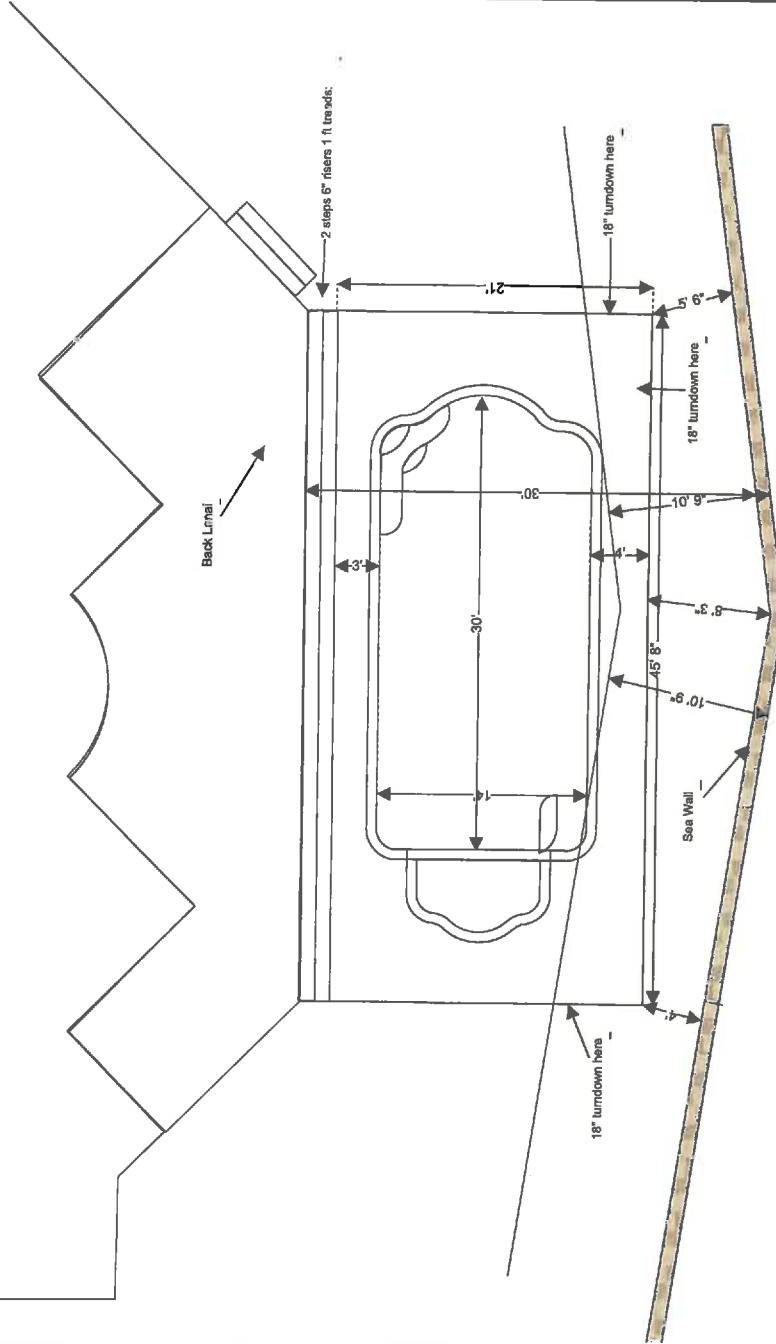
Deck Type: Area: 544 Coping: 154
Deck Type: Area: Footers LF:
Existing Lateral Area: Cantilever LF:
Deck Drain Type or Color & Lin Ft.
Turndown 6" / LF: Turndown 12" / LF: Turndown 18" / LF:
Steps Tread Type: All Steps LF: Steps Riser Type:
Retaining Wall Type & Height
Planters LF & SF: Screen Removal:
Child Barrier Fence LF Alarms #

INTERIOR FINISH

Type:

All Heater Gas Hookups are BY OWNER
All Irrigation, Sod and Fence Replacements BY OWNER

DESIGNED BY: David Wolff Date: 20 Sept



SPECIAL NOTES:

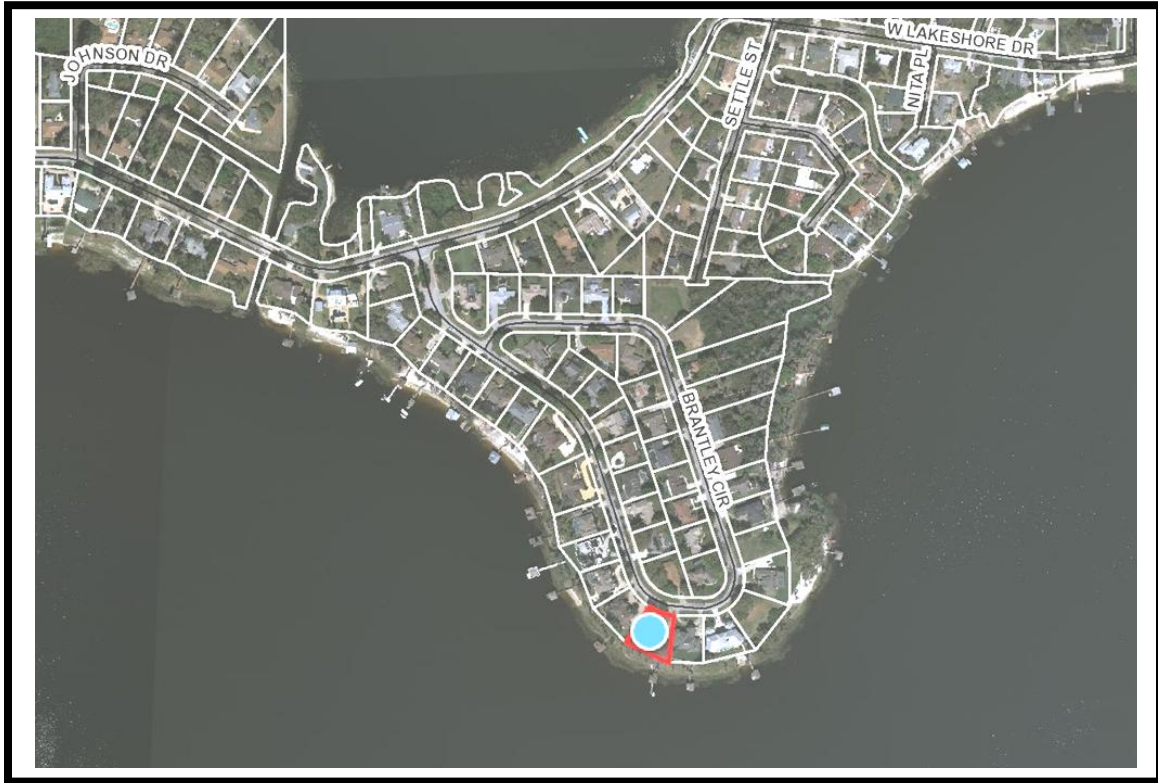
I have reviewed and I give my approval to proceed with the construction of this project.

X

Customer

Date

Kerpsack Pool Variance



1958 Brantley Circle



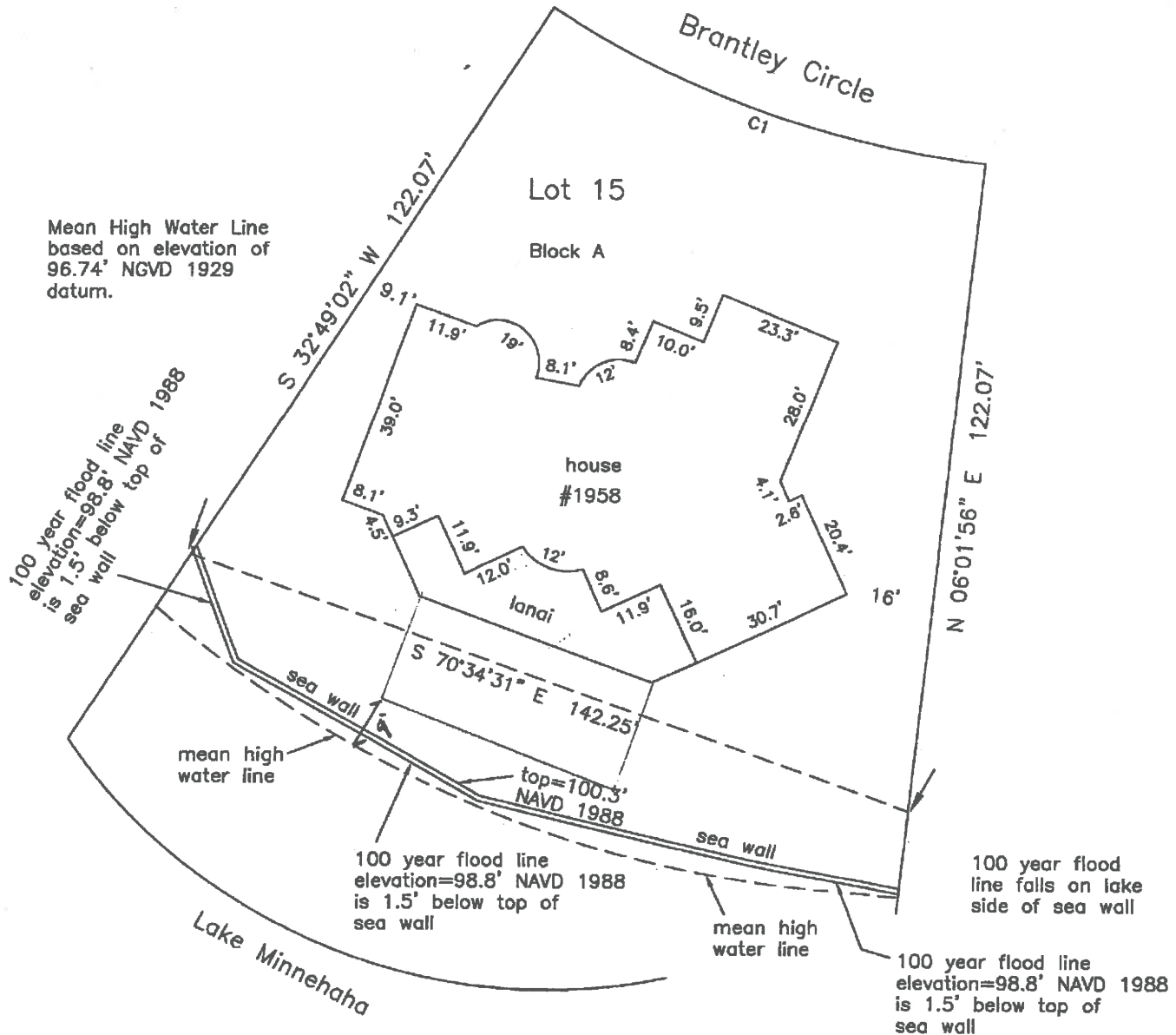
Site Plan

Description:

Lot 15, Block A, MARGAREE GARDENS,
according to the plat thereof, as recorded in
Plat Book 25, Page 59,
Public Records of Lake County, Florida.



Scale = 1"=30'



CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	185.00'	86.49'	85.70'	S 70°34'31" E	26°47'09"

Jeffrey P. Rhoden
JEFFREY P. RHODEN PSM #5322

09/15/14

STATE OF FLORIDA
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND
MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL
PURPOSES ONLY AND IS NOT VALID.

Field Date
09/15/14

Prepared for: 00039.054
Joseph Kerpsack

Drawn by:
JPR

Scale:
1"=30'

Rhoden Land Surveying, Inc.
LB #6980
420 E. Minnehaha Ave.
Clermont, FL 34711
352-394-6255



16135 E. Hwy. 50 Ste 202
Clermont, FL 34711
Phone-407.805.2745
Fax-407.805.2760
www.epoolsandspas.net

Client Information

NAME: Joseph Korpach
ADDRESS: 1958 Brandy Circle
CITY: Clermont
PHONE: 352 605-9081
JOB#: _____
STATE: FL
ZIP CODE: _____
OTHER PHONE: _____

Pool Construction Specifications

Pool Area: 401 Length: 30 Width: 12
Perimeter: 78 Depth: _____ Access: _____
Raised Beam 6" LF: _____ Raised Beam 12" LF: _____ Raised Beam 18" LF: _____
Dig & Haul: _____ Bobcat Shuttle: _____ Dig & Drop: _____ Dig & Spread: _____
Ultra Mini Dig _____ Saw Cut Ln. Ft: _____ Slab Demo Sq. Ft: _____ Demo Dump: _____
Stumps: _____ Sprinkler Capped: _____ Access Fence: _____
Tarnite Treatment _____ Presrip for Layout? _____

SPA SPECS

Size: 32 Perimeter: _____ Jets: _____
Raised: _____ Spa Spillway Type: _____ Spa Spillway Width: _____

PLUMBING TILE & ELECTRIC

2 Spd Filter Pump _____ 2nd Pump _____ Filter: _____
Pool Cleaner _____ Pool Header _____ Sanitation: _____
Pool Light: _____ Spa Light: _____ LL Switch Loc: _____
Remote Controls: _____ Deck Jets: _____ In Floor Heads: _____
Water Feature Spillway#1 _____ Water Feature Spillway#2 _____

DECK SPECS

Deck Type: _____ Area: 544 Coping: 154
Deck Type: _____ Area: _____ Footers LF: _____
Existing Lateral _____ Area: _____ Cantilever LF: _____
Deck Drain Type or Color & Lin Ft: _____
Turndown 6" / LF: _____ Turndown 12" / LF: _____ Turndown 18" / LF: _____
Steps Tread Type: _____ All Steps LF: _____ Steps Riser Type: _____
Retaining Wall Type & Height _____
Planters LF & SF: _____ Screen Removal: _____
Child Barrier Fence LF _____ Alarms # _____

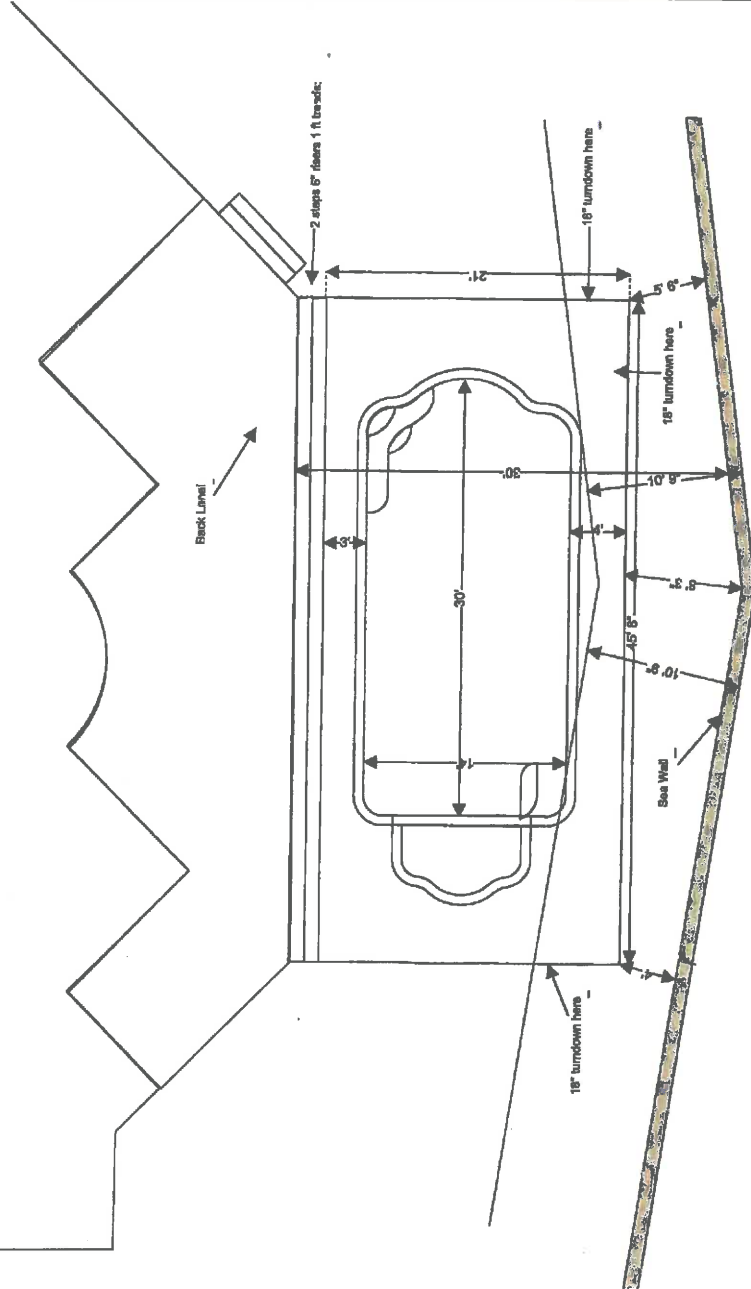
INTERIOR FINISH

Type: _____

All Heater Gas Hookups are BY OWNER
All Irrigation, Sod and Fence Replacements BY OWNER

DESIGNED BY: David Wolff

Date: 20 Sept



SPECIAL NOTES:

I have reviewed and I give my approval to proceed with the construction of this project.

X

Customer

Date







Kerpsack Rear Yard Setback Variance

The requirements for a variance are as follows:

“Sec. 86-174, Review Criteria and Finding. 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:”

There are eight items that the applicant is required to respond to. Staff’s comments, based on the eight requirements for a positive finding as they relate to this request, are as follows:

FINDINGS:

- (1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;
Applicant response: Five foot sea wall exists on property. High water mark based on survey, does not even come up to sea wall. One hundred year flood mark only goes to greater than one foot from top of sea wall. Pool will be greater than 10 feet from sea wall.

Staff comments: The parcel is lakefront property on Lake Minnehaha. The owner was under the impression that a pool could be built behind the house. However, the owner could have verified this with the City prior to purchasing the existing home and has not demonstrated a special condition exists which is peculiar to the land, structure, or building involved.

Negative finding

- (2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;
Applicant response: No

Staff comments: Staff agrees that the applicant did not create a condition giving rise to the requested variance request. However, the applicant does have an interest in the property and the variance is being requested by applicant.

Negative finding

- (3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;
Applicant response: Most of homes in neighborhood on lake side have swimming pools.

Staff comments: The property is zoned R-1-A, which normally has a 9 feet rear yard setback for pools, decks, and screen enclosures. The applicant could meet this setback if the lot was not fronting Lake Minnehaha. The difficulty is in meeting the 25 foot setback from the mean high-water line.

Positive finding

- (4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded;
Applicant response: No

Staff comments: No evidence of decreased costs due to the variance request.

Positive finding

- (5) The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure;

Applicant response: Yes

Staff comments: The applicant is trying to maximize the potential use of the site by requesting the variance for placement of the in-ground swimming pool, deck, and screen enclosure in the rear of the property.

Positive finding

- (6) Granting of the variance request will not confer on the applicant any special privilege that is denied by the land development code to other lands, buildings or structures in the same zoning district;

Applicant response: No

Staff comments: The City Council has granted similar variance requests in the past for a reduction in setbacks.

Positive finding

- (7) The proposed variance will not substantially diminish property value in, or alter the essential character of the area surrounding the site; and

Applicant response: Will only increase property value.

Staff comments: The proposed variance does not seem to substantially diminish property values or alter the essential character of the area.

Positive finding

- (8) The granting of the variance will be in harmony with the general intent and purpose of this land development code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

Applicant response: No, will not.

Staff comments: Staff feels that granting the variance will not be in harmony with the general intent and purpose of the land development code that requires a setback of 25 feet from the mean high-water line.

Negative finding

STAFF RECOMMENDATION:

Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that **three** of the eight that do not meet these findings. Therefore, staff recommends denial of the variance request by the applicant to the Clermont Land Development Code.

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variance: (1) to allow for a rear yard setback of 9 feet from the mean high-water line— rather than 25 feet as required by the Land Development Code, Section 122-105(3) at the following location:

LOCATION

Alt. Key 2578696
1958 Brantley Circle

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

This request will be heard by the City Council at a public hearing to be held on Wednesday, November 12, 2014 at 7:00 P.M. in the Clermont City Hall located at 685 West Montrose Street.

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

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

Tracy Ackroyd
City Clerk

Daily Commercial
November 4, 2014



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Wednesday, November 12, 2014		
Agenda Item Name		
Joint Agreement		
Requested Action		
Move to approve the agreement with Lake County for the Joint Fire Station.		
Staff Report		
This agreement is part of the joint planning process and the pending Interlocal Service Boundary Agreement with Lake County. It proposes that the City and County will jointly build, own, occupy and operate a fire station to be located east of the current City limits south of State Road 50 and west of the proposed Hartle Road extension. The significant agreement terms are summarized below: County acquires at its expense the two acres for the site. County, at its expense, acquires right-of-way needed, and constructs Hartle Road extension. City, at its expense, constructs water/sewer needed for joint use facility. City and County split construction costs equally. Operation expenses: County pays utilities. City maintains lawn, building, telephone system and HVAC. Expenditures over \$5,000 shall be split equally		
Legal Impact		
Additional Analysis		
Fiscal Impact Summary		
Specific costs will be determined at a later date.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Joint Fire Station Agreement LakeCountyjoint station clean1104.pdf		

INTERLOCAL AGREEMENT BETWEEN
THE CITY OF CLERMONT, FLORIDA
AND
LAKE COUNTY, FLORIDA
FOR JOINT FIRE STATION

THIS INTERLOCAL AGREEMENT is entered into by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the "COUNTY," and the City of Clermont, a Florida Municipal Corporation, hereinafter referred to as "CITY."

WHEREAS, Section 163.01, Florida Statutes, Florida Interlocal Cooperation Act authorizes municipalities and counties to provide services and facilities through the use of cooperative agreements for the mutual advantage of each governmental entity;

WHEREAS, COUNTY currently operates a fire station east of the current CITY boundary identified as COUNTY Station 90;

WHEREAS, COUNTY Station 90 is currently located in temporary leased quarters and COUNTY is interested in finding a permanent location for such station, and;

WHEREAS, CITY is interested in locating a new fire station east of the current CITY boundary, in a close proximity to the area that COUNTY wishes to place its station, and

WHEREAS, much of the area east of CITY is likely to annex into and become part of CITY over the next twenty (20) years, and COUNTY and CITY have determined that it is in the best interest of both to jointly locate and operate a fire station, and

WHEREAS, COUNTY has located and is in the process of acquiring a parcel of property which meets the needs of COUNTY and CITY for such joint fire station, and

WHEREAS, the purpose of this agreement is to set forth the rights and obligations of COUNTY and CITY in the establishment and operation of such joint fire station.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises and covenants set forth herein, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Joint Development and Operation of Fire Station. COUNTY and CITY agree to jointly develop and operate a fire station located east of the current CITY limits south of State Road 50 and west of the proposed Hartle Road extension on the terms and conditions stated herein.

3. COUNTY Responsibilities for Development of the Joint Fire Station.

- a. COUNTY shall acquire the site for the joint station, such site being approximately two (2) acres in size, and more particularly described on Exhibit "A", attached hereto and incorporated herein. COUNTY shall be responsible for all costs of acquisition. COUNTY shall, at its expense and prior to closing, complete all inspections and studies reasonably required to ensure that the acquired property is suitable for construction and use of a joint fire station as contemplated herein. Within thirty (30) days after the latter of completion of construction of the joint fire station or execution of this agreement by both parties, COUNTY shall convey by County deed an undivided one-half interest in the real property upon which the joint fire station is located and all improvements thereon, to CITY.
- b. COUNTY shall acquire the right of way for the Hartle Road extension which will provide access to the joint station and which will continue westerly and southerly through the Senninger property. Such right of way is described on Exhibit "B" attached hereto and incorporated herein. COUNTY shall be responsible for all costs of acquisition of such right of way. COUNTY may acquire such right of way by purchase, donation, or by the exchange of future impact fee credits.
- c. COUNTY shall obtain all necessary permits, designs, surveys and environmental reports necessary for the construction of a two-lane Hartle Road extension from the current end of the four-lane Hartle Road to the westerly part of the joint fire station site, such construction area being shown on Exhibit "C", attached hereto and incorporated herein. County shall be responsible for all of the design costs, permits, surveys and environmental reports necessary for the Hartle Road extension and for one-half (1/2) of the costs for the design, permits, surveys and environmental reports necessary for the joint fire station.
- d. COUNTY shall construct the two-lane Hartle Road extension from the current end of the four-lane Hartle Road to the westerly part of the joint fire station site, such construction area being shown on Exhibit "C". COUNTY shall be responsible for all of the construction costs for this Hartle Road extension.
- e. COUNTY shall construct the joint fire station in accordance with the preliminary plans attached hereto as Exhibit "D", incorporated herein. Such construction shall include construction for the building, the fire truck enclosure, and all necessary site work. The building will be connected to the CITY water and wastewater system. COUNTY shall pay one-half (1/2) of the costs of construction of the joint fire station. For purposes of determining the cost of the joint fire station, extension of CITY water and wastewater systems to the joint station site making such services available for the joint fire station shall not be considered part of the costs to be paid by COUNTY.

4. CITY Responsibilities for Development of the Joint Fire Station.

- a. CITY shall pay one-half (1/2) of the costs for the design, permits, surveys and environmental reports necessary for the construction of the joint fire station.
- b. CITY shall pay one-half (1/2) of the costs of construction of the joint fire station. For purposes of determining the cost of the joint fire station, extension of CITY water and wastewater systems to the joint station site making such services available for the joint fire station shall not be considered part of the costs of construction of the joint fire station.
- c. It is agreed that COUNTY may advance the amounts in (a) and (b) above during development and construction of the joint fire station, but CITY shall pay its share of the costs within thirty (30) days of receiving an invoice from COUNTY.
- d. CITY shall obtain all necessary permits, designs, surveys and environmental reports and shall construct any improvements necessary for the extension of its water and wastewater systems to the joint fire station property. Such extension shall provide adequate water flow necessary for operation of the joint fire station and allow such fire station to be connected to CITY wastewater system. CITY shall be responsible for all costs of such permitting, design, survey, environmental reports and construction necessary for such water and wastewater connection. CITY shall be responsible for any connection fees or impact fees due in connection with the water or wastewater connection for the joint fire station.

5. Operation of the Joint Fire Station. COUNTY and CITY agree to operate the joint fire station in accordance with the following provisions:

- a. Operational costs for the joint fire station shall be paid as follows:
 - i. COUNTY shall be responsible to pay the costs of all utilities, including but not limited to electric, telephone, cable television, water and wastewater, garbage collection, gas, and fiber optic/data connection.
 - ii. CITY shall be responsible to provide or pay the costs of pest control (including termite protection), lawn maintenance and maintenance of any lawn irrigation system, fire protection system maintenance and inspection, HVAC maintenance and repair, general building maintenance, operating supplies, telephone system maintenance and repair, and maintenance of furnishings.
 - iii. Any expenditure for a repair or replacement which exceeds Five Thousand Dollars (\$5,000.00) shall be divided equally between COUNTY and CITY.

- b. Firefighting Vehicles and Equipment. COUNTY and CITY shall each be responsible for providing and maintaining their own vehicles and other equipment necessary for the operation of their own fire service. Neither COUNTY nor CITY shall be responsible for such costs for the other, except in cases of negligence by COUNTY or CITY which causes damage to or destroys the property of the other.
- c. Operational Decisions. The fire station shall be jointly operated by COUNTY and CITY. All decisions pertaining to the daily operation of the joint fire station and any other decisions deemed to be operational by the Fire Chiefs from COUNTY and CITY shall be mutually agreed upon by both Chiefs.
- d. Employee Matters.
 - i. Employees of COUNTY and CITY shall remain employed by their respective agency and shall have no claim to pension, worker's compensation, unemployment compensation, civil service or other employee rights or privileges, granted by operation of law or otherwise by any agency other than their employer.
 - ii. Rendition of service, standards of performance, discipline of officers and employees, and any other matters incident to performance of services and control of personnel shall remain with COUNTY or CITY, respectively, for their own employees.
 - iii. No department, officer, or employee of COUNTY or CITY shall perform any function or service that would not be within the scope of their duties within their respective department.
 - iv. All compensation for personnel shall be borne by the party employing such personnel.
 - v. Insurance. COUNTY and CITY shall maintain liability, workers compensation and other insurance for their respective liabilities. COUNTY shall provide property insurance for the building and contents (other than fire trucks, other vehicles, and firefighting equipment) at its expense. COUNTY and CITY shall each be required to provide its own property damage insurance on its fire trucks, other vehicles and other firefighting equipment.

6. Dispute Resolution.

- a. COUNTY and CITY acknowledge that due to the duration of this agreement, and its complexity, disagreements or questions regarding operation of the joint fire station or the interpretation of this agreement are likely to occur. It is the intent of the parties that any such disagreements should be identified as quickly as possible and resolved using informal and escalating formal alternative dispute resolution processes identified below.
- b. To that end, any dispute that arises should be communicated at the operational level as soon as either party becomes aware of an issue. Operational personnel for COUNTY is the Fire Chief and for CITY is the Fire Chief. The issue should be discussed and if possible, resolved at this level.
- c. If the disagreement cannot be resolved at the operational level, the County Manager and City Manager shall meet, discuss the issue and attempt to resolve it. Should they be unsuccessful in resolving the issues, the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes, shall be utilized to resolve the dispute.

7. Default and Opportunity to Cure. In the event of default of any of the terms and conditions contained herein by either party, the non-defaulting party shall provide ninety (90) days written notice of the event of a default to the defaulting party, including specific information describing the nature of the default. Thereafter, if the defaulting party fails to correct the identified default on or before the expiration of ninety (90) days from the receipt of notice, the non-defaulting party may declare this agreement in default and pursue any and all remedies available at law including, but not limited to, seeking recovery of all funds paid hereunder.

8. Term of Agreement; Termination.

- a. This agreement shall commence upon the approval by COUNTY and CITY.
- b. This agreement shall continue until terminated by written agreement of COUNTY and CITY.

9. General Provisions.

- a. Notice. Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail, and addressed as follows: Each party may change its mailing address by giving to the other party, by hand delivery, United States registered or certified mail, notice of election to change such address.

- b. Modification. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith.
- c. Severance. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- d. Scope of Agreement. This Agreement is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements or agreements to the contrary. This Agreement supersedes and replaces the Previous Agreements between the parties.
- e. Entire Agreement. This Agreement, together with any exhibits or attachments hereto constitutes the entire agreement between the parties, and incorporates all discussions between the parties. This Agreement may not be amended or modified except by a writing signed by the party to be charged.
- f. Waiver. Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.
- g. Applicable Law, Venue, Jury Trial. The laws of the State of Florida shall govern all aspects of this agreement. In the event it is necessary for either party to initiate legal action regarding this agreement, venue shall lie in Lake County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, which may be brought by either of the parties hereto arising out of this Agreement.

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, hereto have made and executed this Agreement on the respective dates under each signature.

LAKE COUNTY

ATTEST:

Board of County Commissioners
of Lake County, Florida

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

Jimmy Conner, Chairman

This ____ day of _____, 2014.

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

CITY OF CLERMONT

Harold S. Turville, Jr. Mayor

This 12th day of November, 2014

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris
City Attorney

EXHIBIT A
(Joint Station Description)

EXHIBIT B
(Hartle Road Right of Way)

EXHIBIT C
(Hartle Road Extension)

EXHIBIT D
(Joint Fire Station Preliminary Plans)



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Wednesday, November 12, 2014		
Agenda Item Name		
Ordinance No. 2014-38, <i>Introduction</i>		
Requested Action		
Move to introduce Ordinance 2014-38.		
Staff Report		
This ordinance will grant a non-exclusive Commercial Garbage Collection Franchise to WCA Waste Corporation for commercial collection only upon final adoption at the December 9, 2014 Council meeting. WCA Waste Corporation will be required to pay the established franchise fees for commercial garbage collection. Exhibit A is attached to the ordinance, which is the proposed non-exclusive commercial roll-off solid waste container collection and disposal agreement between the City of Clermont and WCA Waste Corporation.		
Legal Impact		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance 2014-38	2014-38 WCA Garbage Franchise.pdf	
2. Liability Insurance	Certificate of Liability.pdf	
3. Performance Bond	Performance Bond.pdf	
4. Legal Ad	Ordinance 2014-38.doc	

CITY OF CLERMONT
ORDINANCE No. 2014-38

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, GRANTING A GARBAGE COLLECTION FRANCHISE TO WCA WASTE CORPORATION; PROVIDING FOR THE TERM OF THE FRANCHISE AND FOR OTHER PURPOSES CONNECTED WITH A FRANCHISE FOR THE COLLECTION OF GARBAGE WITHIN THE CITY OF CLERMONT.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Clermont, Lake County, Florida as follows:

SECTION 1.

The City, acting by and through its City Council, hereby grants unto WCA Waste Corporation, its successors and assigns, a non-exclusive right and privilege to operate a refuse collection system in, upon, over and across the present and future streets, alleys, bridges, easements and other public places of the City, for the purpose of collecting commercial refuse, subject to certain limitations hereinafter set forth.

SECTION 2.

The rights granted herein shall specifically not include:

1. the collection and disposal of all residential refuse;
2. the collection and disposal of all commercial refuse generated by establishments which:
 - (a) utilize 12 or less refuse cans per pick up each with a capacity not exceeding 30 gallons and/or
 - (b) require service two or less times per week.

SECTION 3.

The City hereby grants a non-exclusive franchise to WCA Waste Corporation and WCA Waste Corporation will agree to collect and dispose of commercial refuse other than that described in Section 2 of this Ordinance under the conditions set forth in this Ordinance and in the Franchise Agreement attached hereto and incorporated herein as Exhibit "A".

CITY OF CLERMONT
ORDINANCE No. 2014-38

SECTION 4.

WCA Waste Corporation shall be an independent contractor and shall enter into a contract with City that provides, among other things, that WCA Waste Corporation shall covenant to hold harmless and indemnify and indemnify the City for any and all damages, including attorney fees, arising out of directly or indirectly and/or by virtue of any claim, whether actual or threatened, of whatsoever nature resulting from the activities of WCA Waste Corporation, its agents, servants or employees, within or without the city limits. WCA Waste Corporation will, within five (5) days from the adoption of this Ordinance, cause to be written a policy of general liability insurance, insuring it and the City against all claims made by any person or persons for personal injuries or property damage incurred in connection with the performance by WCA Waste Corporation, its servants, agents, and employees, of the services required under this Ordinance and the Franchise hereby granted, which said policy shall be written within limits of \$1,000,000 per person and \$3,000,000 per occurrence, and for not less than \$100,000 for damages to property per occurrence.

SECTION 5.

WCA Waste Corporation shall post with the City a surety bond or letter of credit in the amount of \$100,000 guaranteeing the faithful performance by it of all of its obligations and covenants under said Contract.

SECTION 6.

This Franchise and the Contract between the City and WCA Waste Corporation shall be in full force and effect until WCA Waste Corporation, commencing immediately; and this Franchise and Contract shall thereafter be automatically renewed from year to year unless terminated by either party upon not less than sixty (60) days written notice.

SECTION 7.

WCA Waste Corporation shall pay monthly to the City a franchise fee established by separate resolution of the City of Clermont.

SECTION 8.

This Ordinance and the Franchise granted thereby are applicable to all lands lying within the corporate limits of the City and shall be applicable with equal force to any additional lands hereinafter included within the corporate limits of the City, and no such addition of lands or to be excluded from the corporate limits as the same presently exist, shall invalidate this Ordinance or the Franchise granted hereunder, or constitute a basis for any adjustment to or claim under any contract which may be executed under the authority of this Ordinance.

CITY OF CLERMONT
ORDINANCE No. 2014-38

SECTION 9.

All ordinances and/or parts of ordinances which are in conflict with this Ordinance are hereby repealed and same shall be of no further force and effect.

SECTION 10.

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. 2014-38

3

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 9th day of December, 2014.

CITY OF CLERMONT

Harold S. Turville, Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality

Daniel F. Mantzaris, City Attorney

**CITY OF CLERMONT
ORDINANCE No. 2014-38**

EXHIBIT “A”

**CITY OF CLERMONT
NON-EXCLUSIVE COMMERCIAL ROLL-OFF SOLID WASTE CONTAINER
COLLECTION AND DISPOSAL AGREEMENT**

THIS AGREEMENT is made and entered into this 9th day of December 2014, by and between the City of Clermont, Florida (“City”), and WCA Waste Corporation, whose address is 5002 SW 41st Boulevard, Gainesville, FL 32608 (“Grantee”).

RECITALS:

WHEREAS, City as a municipal corporation of the State of Florida has the authority and right to regulate the use of public right-of-way and related facilities in conjunction with the commercial activity of the collection and disposal of commercial waste; and

WHEREAS, Grantee has requested the City grant to it a non-exclusive franchise right to operate within the incorporated municipal limits of the City of Clermont; and

NOW THEREFORE the parties do hereby agree as follows:

SECTION 1 Definitions. Definitions of terms used in this Ordinance:

- (A) “Refuse” includes all garbage and other trash generated by citizens of the City and businesses within the City.
- (B) “Residential Refuse” is that refuse generated by residents of the City.
- (C) “Commercial Refuse” is that refuse generated by commercial and industrial establishments presently operating in the City and any such establishment which may begin operative during the term of the Contract contemplated herein. Multi-family residential may be considered commercial use.

SECTION 2 Grant of Franchise.

Pursuant to City of Clermont Ordinance No. 2014-38, the City hereby grants to Grantee, and the Grantee hereby accepts, a non-exclusive right and privilege to operate a refuse collection system in, upon, over and across the present and future streets, alleys, bridges, easements and other public places of the City, for the purpose of collecting commercial refuse, subject to certain limitations hereinafter set forth.

CITY OF CLERMONT
ORDINANCE No. 2014-38

SECTION 3 Incorporation of the Ordinance.

The Franchise granted hereunder is issued pursuant to and subject to the provisions of the Ordinance No. 2014-38 as passed on December 9, 2014, hereinafter “the Ordinance”. Grantee agrees to comply with all provisions of the Ordinance, as amended from time to time by the City in the lawful exercise of its Police Powers.

SECTION 4 Compliance with other Federal, State, and Local requirements.

The Grantee agrees to comply with all applicable federal and state laws, rules and regulations. Failure on the part of the Grantee to comply with material requirements of this Agreement, the Ordinance or/and any other local, state or federal law, ordinance, or rule or regulation relating to the collection and disposal of solid waste will result in the cancellation of this Franchise.

SECTION 5 Insurance, Indemnification, Hold Harmless and Duty to Defend.

- (a) Grantee shall, within five (5) days from the adoption of this Ordinance, cause to be written a policy of general liability insurance, insuring it and the City against all claims made by any person or persons for personal injuries or property damage incurred in connection with the performance by Grantee, its servants, agents, and employees, of the services required under this Ordinance and the Franchise hereby granted, which said policy shall be written within limits of \$1,000,000 per person and \$3,000,000 per occurrence, and for not less than \$100,000 for damages to property per occurrence. In the event that said policy is ever canceled or terminated, Grantee shall notify City immediately with the name and proof of the replacement insurance carrier and policy.
- (b) Grantee does hereby agree to indemnify, hold harmless and defend City from any and all causes of actions or claims of any kind for damages of any kind, including attorney fees, whether actual or threatened, and related in any matter, directly or indirectly to the Grantee’s exercise of any rights granted hereunder, either within or without the City limits.
- (c) Nothing herein shall be construed or act as a waiver of any sovereign immunity the City may enjoy in accordance with applicable law, the protection of which the City expressly reserves.

CITY OF CLERMONT
ORDINANCE No. 2014-38

SECTION 6 Limitation of Grant of Franchise.

The non-exclusive franchise right granted herein is limited by the Ordinance and shall specifically not include the following to the following:

- (a) the collection and disposal of all residential refuse;
- (b) the collection and disposal of all commercial refuse generated by establishments which:
 - (1) utilize twelve (12) or less refuse cans per pick up each, with a capacity not exceeding thirty (30) gallons and/or
 - (2) require service two or less times per week

SECTION 7 Service Requirements.

Any and all services to be provided hereunder by Grantee shall be performed in accordance with applicable professional standards, this Agreement, the Ordinance, and all Local, State and Federal Laws. In addition thereto, Grantee shall act as follows:

- (a) All commercial waste to be picked up by Grantee will be stored in standard manufactured, mechanically serviced containers approved by the City. Grantee will supply such containers as needed by customers. Location of containers is subject to City approval.
- (b) Size of containers and frequency of service will be agreed upon by Grantee and each customer. Minimum container size shall be two cubic feet. Containers will be disinfected a minimum of once per week to remove all noxious and/or obnoxious odors.
- (c) The rates for each individual customer are to be negotiated between Grantee and each customer it serves. The City and each customer shall be notified of any proposed rate change at least sixty (60) days prior to the effective date of the rate change.
- (d) Grantee, its agents, servants or employees shall collect refuse collected hereunder in enclosed, standard, packer-type vehicles approved by the City, and shall perform their obligations hereunder in a courteous, workmanlike manner so as not to create a nuisance for any of the residents of the City. All such commercial refuse collected hereunder shall be disposed in a lawful manner.

CITY OF CLERMONT
ORDINANCE No. 2014-38

- (e) Grantee shall have the sole responsibility for the billing and collection of charges provided hereunder. Billings shall be monthly and payable on or before the 15th day of the succeeding month. In the event bills are not paid within this time, Grantee shall have the right to discontinue service for non-payment. Nothing herein shall be construed or act as an acknowledgement or guarantee by City of any fees or billings owed to Grantee.
- (f) Collection shall be made during hours as set forth in a schedule approved by the City. All collection will be made as quietly as possible.

SECTION 8 Payment of Franchise Fee.

Grantee shall pay monthly to the City a franchise fee established by separate resolution of the City of Clermont. Grantee shall provide an annual audit report to the City showing gross annual billings and receipts, if requested by the City. Fees to be assessed commencing with the first billing of any customer. In the event services have been provided prior to this agreement, all past due fees calculated from the first billing shall be paid within thirty (30) days of this Agreement.

SECTION 9 Posting of Performance Bond.

Within thirty (30) days of the execution of this Agreement, Grantee shall provide to the City, and at all times thereafter shall maintain in full force and effect for the term of this Franchise or any renewal thereof, at Grantee's sole expense, a performance bond or letter of credit with a company or financial institution and in a form approved by the City in its sole discretion, in the amount of one hundred thousand dollars (\$100,000), consistent with the requirements of the Ordinance and this Agreement.

SECTION 10 Term, Termination and Assignment.

This Franchise and this Agreement shall be in full force and effect until December 9, 2015, commencing immediately; and this Franchise and Contract shall thereafter be automatically renewed from year to year unless terminated by either party upon not less than sixty (60) days written notice sent via U.S. registered or certified mail, return receipt requested, to the other party. This Franchise and the Contract between the City and Grantee may be assignable to an affiliated company by Grantee after it has first obtained the consent of the City for such assignment. In the event of default of any of the terms of the Ordinance of this Agreement, City may terminate this agreement after providing to Grantee thirty (30) days written notice and an opportunity to cure.

CITY OF CLERMONT
ORDINANCE No. 2014-38

SECTION 11 Notice, Proper Form.

Any notices required or allowed to be delivered hereunder or under the Ordinance shall be in writing and be deemed to be delivered when (1) hand delivered to the official hereinafter designated or (2) upon mailing of such notice when deposited in United States Mail, postage prepaid, certified mail, return receipt requested, Federal Express or courier, addressed to a party at the address set forth opposite of the party's name below, or such other address as the party shall specify by written notice to the other party delivered in accordance herewith:

City:	City of Clermont Attention: City Clerk 685 W. Montrose Street Clermont, FL 34711
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Grantee:	WCA Waste Corporation Attention: Brian Hughes 5002 SW 41 st Boulevard Gainesville, FL 32608
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SECTION 12 Disclaimer of Third Party Beneficiaries.

This agreement is solely for the benefit of and shall be binding upon the parties hereto and their respective successors in interest. No right or cause of action shall accrue upon, or by reason hereof, to or for the benefit of any person not a party to this Agreement or a successor in interest.

SECTION 13 Severability.

This Agreement is declared by the parties to be severable.

SECTION 14 Applicable Law and Venue.

This Agreement shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any cause of action hereunder shall be exclusively in Lake County, Florida.

SECTION 15 Entire Agreement; Modification.

This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements. Modifications to and waivers of the provisions herein may be only by the parties hereto and only in writing.

CITY OF CLERMONT
ORDINANCE No. 2014-38

IN WITNESS WHEREOF, the parties hereto have hereunder executed this Agreement on the date and year first above written.

CITY OF CLERMONT, FLORIDA

By: _____
Harold S. Turville, Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

GRANTEE:

By: _____

Title: _____

ATTEST: _____

Title: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/30/2014

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

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

PRODUCER Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED WCA Waste Corporation 1330 Post Oak Blvd. 30th Floor Houston TX 77056 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: New Hampshire Ins Co	23841
	INSURER B: Lexington Insurance Company	19437
	INSURER C: Commerce & Industry Ins Co	19410
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 570055351141**REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			014180816	08/01/2014	08/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			CA 4584381	08/01/2014	08/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical Payments Lia \$5,000
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			017528225	08/01/2014	08/01/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 053409050	08/01/2014	08/01/2015	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Clermont 685 West Montrose Street Clermont FL 34711 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest, Inc.</i>

Holder Identifier :

Certificate No : 570055351141

Performance Bond

Bond No: 866030

KNOW ALL MEN BY THESE PRESENTS, that WCA of Florida, LLC, 5002 SW 41st Boulevard, Gainesville, FL 32608, the Principal, and Evergreen National Indemnity Company, 6140 Parkland Boulevard, Suite 321, Mayfield Heights, OH 44124, the Surety, are held and firmly bound unto the City of Clermont, 685 West Montrose Street, Clermont, FL 34711, as Obligee, in the penal sum of ONE HUNDRED THOUSAND and 00/100 Dollars (\$100,000.00), for the payment of which we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract for the Commercial Non-Exclusive Franchise License, contract is hereby incorporated herein as if fully rewritten:

NOW, THEREFORE, the condition of the above obligation is such that if the Principal shall promptly and faithfully perform this Contract, then this obligation shall be null and void; subject, however, to the following conditions:

1. This bond is for the term beginning October 10, 2014 and ending October 10, 2015.
2. If there is no breach or default on the part of the Obligee, then the Surety's performance obligation under the bond shall arise after:
 - a. The Obligee has notified the Principal and the Surety in writing at their respective addresses of the alleged breach, and has requested and attempted to arrange a conference with the Principal and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Contract; and has made available during notice period all books, records, and accounts relevant to the Contract which may be requested by the Principal or Surety. If the Obligee, Principal and Surety agree, the Principal shall be allowed a reasonable time to perform the Contract; but such an contract shall not waive the Obligee's right, if any subsequently to declare a Principal default;
 - b. The Obligee has declared the Principal in default and formally terminated the Principal's right to complete the Contract, provided, however, that such default shall not be declared earlier than twenty (20) days after the Principal and the Surety have received the notice as provided in "a" above; and
 - c. The Obligee has agreed to pay the balance of the Contract price to the Surety in accordance with the terms of the Contract or to the such contractor as may be tendered by the Surety to the Obligee.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety of this instrument unless same be brought or instituted and process served upon the Surety within six months after the expiration of the bond. The parties hereto expressly acknowledge and agree that no liquidated damages shall be claimed, due or payable by Surety pursuant to this Bond.
4. The bond may be extended for additional terms at the option of the Surety, by Continuation Certificate executed by the Surety.
5. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Obligee recoverable under this bond.
6. In no event shall the liability of the Surety hereunder exceed the penal sum hereof.

Signed, sealed and executed this 10th day of October 2014.

WCA of Florida, LLC
Principal

Evergreen National Indemnity Company
Surety

By: [Signature] Vice President
Title

By: [Signature]
Sandra D. Cikraji, Attorney-In-Fact

(Corporate Seal)

(Corporate Seal)

Witness: A. M. H. T.

Witness: [Signature]
Julie K. Bowers

EVERGREEN NATIONAL INDEMNITY COMPANY

MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY

Bond No. 866030

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint: *** **SANDRA D. CIKRAJI** ***

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, , PROVIDED, however, that the obligation of the Company under this Power of Attorney shall **ONE HUNDRED THOUSAND and 00/100 Dollars (\$100,000.00).**

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of June, 2009.

EVERGREEN NATIONAL INDEMNITY COMPANY

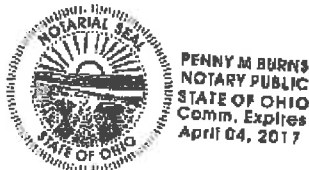
By: Charles D. Hamm Jr.
Charles D. Hamm Jr, President

By: David A. Canzone
David A. Canzone, CFO

Notary Public
State of Ohio) SS:

On this 1st day of June, 2009, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Charles D. Hamm, Jr. and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Columbus, Ohio, the day and year above written.



Penny M. Burns

Penny M. Burns, Notary Public
My Commission Expires April 4, 2017

State of Ohio) SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Mayfield Hts, Ohio this 1st day of October 2014.



Wan C. Collier
Wan C. Collier, Secretary

EVERGREEN NATIONAL INDEMNITY COMPANY

**Is hereby authorized to transact
insurance in the State of Florida.**

**This certificate signifies that the company
has satisfied all requirements of the
Florida Insurance Code for the issuance
of a license and remains subject to
all applicable laws of Florida.**

**Date of Issuance: November 28, 1983
No. 94-36-2467238**



**Florida
Department
of Insurance**


Tom Gallagher
Treasurer and Insurance Commissioner



Evergreen National Indemnity Company

Certificate

2013

The following financial information was excerpted from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance.

STATEMENT OF INCOME

Direct Written Premium	\$ 33,253,785
Reinsurance Assumed	4,488,367
Reinsurance Ceded	(25,375,132)
Net Written Premium	12,367,020
Change in Unearned	(484,881)
Net Earned Premium	11,882,139
Losses & LAE Incurred	(162,663)
Net Commission Expense	6,105,934
Other Expenses	2,882,287
Underwriting Gain/ (Loss)	3,056,581
Net Investment Income	783,313
Net Realized Capital Gains (Loss)	126,603
Other Income/ (Expense)	10,252
Income Before FIT	3,976,749
Federal Income Tax	1,309,962
Net Income	2,666,787

BALANCE SHEET

Assets

Invested Assets	44,504,904
Agent's Balances (net of Reins.)	2,112,328
Reinsurance Recoverable	263,255
Other Assets	732,728
Total Assets	47,613,215

Liabilities & Surplus

Unearned Premium Reserve	4,971,438
Loss & LAE Reserves	3,466,019
Ceded Reinsurance Payable	3,388,542
Other Liabilities	1,926,356
Total Liabilities	13,752,355
Surplus	33,860,860
Total Liabilities & Surplus	47,613,215

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2013.


David A. Canzone, Treasurer

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider the enactment of the following proposed ordinance. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2014-38

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, GRANTING A GARBAGE COLLECTION FRANCHISE TO WCA WASTE CORPORATION; PROVIDING FOR THE TERM OF THE FRANCHISE AND FOR OTHER PURPOSES CONNECTED WITH A FRANCHISE FOR THE COLLECTION OF GARBAGE WITHIN THE CITY OF CLERMONT.

The City Council introduced Ordinance 2014-38 on November 12, 2014.

A meeting to consider the Ordinance will be held before the City Council on Tuesday, December 9, 2014 at 7:00pm for final enactment.

All meetings will be held in Clermont City Hall located at 685 West Montrose Street, Clermont, FL 34711.

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

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, MMC
City Clerk

Daily Commercial
November 25, 2014