



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:00 PM, Tuesday, December 9, 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

Florida Lakes Symphony Orchestra

REPORTS

FIRST ORDER OF BUSINESS

Item No. 1 - Board Appointments

Consider requests for appointments to the Code Enforcement Board, Planning and Zoning Commission, and outside agencies.

Item No. 2 - Johns Lake Landing

Joint Planning Area Review Discussion

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.

CONSENT AGENDA

Item No. 3 - Meeting Minutes

Consider request to approve minutes of the August 26, 2014 and September 9, 2014 Regular Council meeting, and the November 18, 2014 Special Council Meeting.

Item No. 4 - 2015 Council Meeting Schedule

Consider request to approve City Council meeting calendar.

Item No. 5 - Purchase and Equipment Surplus Approval

Consider request to purchase two Life Pak 15 cardiac monitor defibrillators and have two Life Pak 12 cardiac monitor defibrillators declared surplus.

CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:00 PM, Tuesday, December 9, 2014

- | | |
|---|---|
| Item No. 6 - Bid Award | Consider request to award to five engineering firms to provide on-call professional engineer services. |
| Item No. 7 - Bid Award and Budget Amendment | Consider request to award bid to Jordan Brothers Construction, LLC. to provide construction of Lake Hiawatha Phase 1B in the amount of \$1,044,072.93 and a budget amendment in the amount of \$244,072.93. |
| Item No. 8 - Facility Use Agreement | Consider request of Kingdom Revelation Ministries' Facility Use Agreement. |
| Item No. 9 - Management Agreement | Consider request of Lake County Rowing Associations Management Agreement for the Clermont Boathouse. |
| Item No. 10 - Resolution No. 2014-41 and Budget Amendment | Consider request to approve Resolution 2014-41 settlement agreement and a budget amendment in the amount of \$100,000. |
| Item No. 11 - Fine Reduction and Lien Release Request | Consider request for a fine reduction and release of lien. |
| Item No. 12 - Plat Approval | Consider request to approve Highland Ranch-Esplanade Phase I plat. |

PUBLIC COMMENTS

UNFINISHED BUSINESS

- | | |
|---|--|
| Item No. 13 - Variance Request
<i>Rickerds</i> | Consider request to allow for a rear yard setback of 5 feet from the rear property line at 1216 Shorecrest Circle. |
| Item No. 14 - Resolution No. 2014-21
<i>Woodwinds Apartments</i> | Consider request to approve 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. |
| Item No. 15 - Variance Request
<i>Woodwinds</i> | Consider request for three variances for property located on the east side of Grand Highway, north of Hunt Street and south of Citrus Tower Boulevard. |

CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:00 PM, Tuesday, December 9, 2014

Item No. 16 - Ordinance No. 2014-30; *Final*
Hartwood Marsh Subdivision

Consider request to approve annexation Ordinance of 19.94 +/- acre parcel into the City limits located on the south side of Hartwood Marsh Road east of the intersection of Hancock Road and Hartwood Marsh Road.

Item No. 17 - Ordinance No. 2014-31; *Final*
Hartwood Marsh Subdivision

Consider request to approve a Large-scale Comprehensive Plan Amendment to change the future land use from Lake County Urban Low Density to City of Clermont Low Density Residential located on the south side of Hartwood Marsh Road east of the intersection of Hancock Road and Hartwood Marsh Road.

Item No. 18 - Ordinance No. 2014-32; *Final*
Hartwood Marsh Subdivision

Consider Ordinance request to approve changing zoning from UE Urban Estate to R-2 Medium Density Residential located on the south side of Hartwood Marsh Road east of the intersection of Hancock Road and Hartwood Marsh Road.

Item No. 19 - Variance Request
Hartwood Marsh Subdivision

Consider applicant variance request for a gated entry feature for a residential subdivision.

Item No. 20 - Resolution No. 2014-35
Heritage Hills

Consider Resolution request to amend a Conditional Use Permit to allow an adjustment to the roadway connection points and to allow for a non-age restricted portion of the site in the Heritage Hills subdivision.

Item No. 21 - Ordinance No. 2014-34; *Final*
Landscape Code

Consider Ordinance request for a Land Development Code amendment to Chapter 118, Section 118-35.

**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:00 PM, Tuesday, December 9, 2014**

Item No. 22 - Ordinance No. 2014-38, *Final*
Garbage Franchise

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

NEW BUSINESS

Item No. 23 - Resolution No. 2014-36
East Ridge Village

Consider request to allow high-density multi-family in Hills of Clermont Planned Unit Development located north of Hooks Street, west of Hancock Road.

Item No. 24 - Resolution No. 2014-38
Wal-mart

Consider Resolution to allow an amendment to a Conditional Use Permit (Resolution 1316) to allow for an expansion to the existing Walmart building located at 1450 Johns Lake Road.

Item No. 25 - Resolution No. 2014-40
Jesus Perez Dental Office

Consider Resolution for a professional office to occupy more than 3,000 square feet of total floor area in the Central Business District located at 912 West Avenue.

Item No. 26 - Variance Request
Jesus Perez Dental Office

Consider a request for a landscape buffer variance located at 912 West Avenue.

Item No. 27 - Variance
Panda Express

Consider a request for four landscape buffer variances at the property located 1/4 mile south of the intersection of US Hwy 27 South and Steve's Road.

Item No. 28 - Ordinance No. 2015-01; *Introduction*

Consider introduction of ordinance to allow for sidewalk cafés in the Central Business District and outdoor alcoholic beverage consumption at those locations.

**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:00 PM, Tuesday, December 9, 2014**

Item No. 29 - Ordinance No. 2015-02; *Introduction*

Consider a request for an ordinance to provide for electronic message signage to be used in the changeable copy portion of signs.

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

Whereas, sixty percent of adults express interest in classical music and nearly one-third of adults fit classical music into their lives; and

Whereas, in 2005 Guy Saint-Clair and his wife, Audrey Sanders came to Lake County from their home in Europe; and

Whereas, in that same year they established Lake County's first professional symphony orchestra; and

Whereas, this non-for-profit orchestra features sixty professional musicians from all over the world; and

Whereas, The Florida Lakes Symphony Orchestra is going into their 10th season;

Now, Therefore, Be It Proclaimed that the City of Clermont expresses its appreciation to The Florida Lakes Symphony Orchestra for enhancing the culture of Clermont residents.

In Witness Whereof, I, Gail L. Ash, Mayor of the City of Clermont, set my hand and caused the Great Seal of the City of Clermont to be affixed this 9th day of December in the year two thousand fourteen.

ATTEST:

Gail L. Ash, Mayor

Tracy Ackroyd, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, December 9, 2014	
Agenda Item Name	
Board Appointments	
Requested Action	
Staff Report	
The Code Enforcement Board has two expiring three-year terms for 2015. Ken Forte and David Holt have requested re-appointment. The Planning and Zoning Commission has four expiring two-year terms for 2015. Bernadette Dubuss is not seeking re-appointment. Harry Mason, Herb Smith, and Carlos Solis have requested re-appointment. Linda Brown and Cuqui Whitehead have requested appointment. The Metropolitan Planning Organization Citizen Advisory Council appointee's term expires December 2014. Suzy Gibson has requested re-appointment. An alternate for the Metropolitan Planning Organization Citizen Advisory Council is requested. The Metropolitan Planning Organization Bicycle Pedestrian Advisory Council appointee's term expires December 2014. Brian Davis has requested re-appointment. An alternate for the Metropolitan Planning Organization Bicycle Pedestrian Advisory Council is requested. The Lake Apopka Natural Gas Board appointee's term expires January 2015. Ann Dupee has requested re-appointment. The following boards/agencies require City Council member appointments: South Lake Chamber of Commerce St. Johns River Water Management District Lake Community Action Agency Lake County League of Cities Board of Directors Metropolitan Planning Organization Governing Board Metropolitan Planning Organization Governing Board Alternate	
Legal Impact	
Additional Analysis	

Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Board Appointment Requests	Board Appointment Requests 2014.pdf	
2. Outside Agency Current Appointments	Other Appointments 2014.pdf	
3. Ad-Board Appointments	Citizen noticeBoards2014.doc	
4. Ms. Dubuss Letter	Ms Dubuss Letter 2014.pdf	
5. Code Board Requests	Code Enforcement Board Requests 2014.pdf	
6. Planning Zoning Requests	Planning Zoning Commission Requests 2014.pdf	

BOARD APPOINTMENT REQUESTS

CODE ENFORCEMENT BOARD	REQUESTOR	ADDRESS/SUBDIVISION	REQUEST
	Ken Forte	2924 Highland View Circle	Reappointment
	Dave Holt	1379 Legendary Boulevard	Reappointment
PLANNING AND ZONING COMMISSION	REQUESTOR	ADDRESS/SUBDIVISION	REQUEST
	Linda Brown	1016 W. Lakeshore Drive	Appointment
	Harry Mason	3667 Caladesi Road	Reappointment
	Herb Smith	1954 Brantley Circle	Reappointment
	Carlos Solis	143 W. Montrose Street	Reappointment
	Cuqui Whitehead	700 Hooks Street	Appointment

Outside Agency Appointments

Agency/Board	Current Appointee	
South Lake Chamber of Commerce	Council Member VanWagner	
St. Johns River Water Management District	Mayor Turville	
Lake Community Action Agency	Mayor Turville or his designee	
Lake County League of Cities Board of Directors	Council Member Bates	
MPO Governing Board	Council Member Goodgame	
MPO Governing Board Alternate	Council Member VanWagner	
Tourism Development Council	Council Member Goodgame	Term Expires December 2018
Agency/Board	Current Appointee	Term Expiration
MPO Citizen Advisory Council	Suzy Gibson	December 2014
MPO Citizen Advisory Council Alternate		
MPO Bicycle Pedestrian Advisory Council	Brian Davis	December 2014
MPO Bicycle Pedestrian Advisory Council Alternate		
Lake Apopka Natural Gas	Ann Dupee	January 2015

NOTICE TO THE CITIZENS OF CLERMONT

The City Council of Clermont is asking for volunteers to serve on the Code Enforcement Board and the Planning and Zoning Commission. If you are interested in serving, please send a letter of interest and a resume to the attention of Tracy Ackroyd, City Clerk, 685 West Montrose Street, Clermont, FL 34711 by November 14, 2014.

November 10, 2014

The Honorable Mayor and Members of the City Council
City of Clermont
685 W. Montrose Street
Clermont, FL 34711

Re: Appointment to the Planning & Zoning Commission

Dear Mayor and Council Member:

It has been my distinct honor and pleasure to serve as a member of the Planning and Zoning Commission for the past several years. The opportunity to work with such a professional and dedicated staff has been personally very rewarding to me.

However, at this juncture, it is necessary for me to decline further appointment. Health issues warrant my continued attention.

I would like to wish the 2015 Mayor and Council continued success in their endeavors to ensure Clermont continues to be the best municipality in the State of Florida to raise a family and to spend quality retirement years.

Happy and healthy holidays to all!

Sincerely,
Bernadette M. Dubuss
Bernadette M. Dubuss

bmd:s

CC. Tracy Ackroyd, MMC, Municipal Clerk
Barbara Hollerand, Development Services Director

Tracy Ackroyd

From: Ken and Rita [retiredforte@yahoo.com]
Sent: Tuesday, November 11, 2014 12:21 AM
To: Tracy Ackroyd
Cc: Rae Chidlow
Subject: Letter {email} to request Re-Appointment to Code Enforcement Board, 3 Year Term, Kenneth R. Forte

November 10, 2014

2924 Highland View Cir

Clermont, FL 34711

352-404-9020

Code Enforcement Board, City of Clermont Clerk
ATTN: Tracy Ackroyd
City Hall
Montrose Street
Clermont FL 34711

Dear Ms. Ackroyd

I have been a member of Clermont's Code Enforcement Board approx 5 plus years, and understand that my current 3 year term is about to expire. I truly enjoy volunteering for the city and participating as a member of the Code Enforcement Board.

I take my participation on the Code Board very seriously in not just voting on Violations of Codes by Clermont Residents, but helping residents understand how/why they are in violation and along with other members of the board, assisting residents so they do not continue to, knowingly or unknowingly, violate our Ordinance's in the future.

In that light, I would request Re-Appointment for a new term on Clermont's, Code Enforcement Board. Please submit my name to City Council for Re-Appoijntment. Thank you for your assistance in advance.

Sincerely

[Signed]

Kenneth R, Forte

Ken

Kenneth Forte

David H. Holt
4327 S. Hwy 27 #314
Clermont, FL 34711

November 3, 2014

Ms. Tracy Ackroyd, City Clerk
City of Clermont
685 Montrose Street
Clermont, FL 34711

Subject: Code Enforcement Board

Dear Tracy:

Please let the proper people know it would be my pleasure and desire to be reappointed to the City of Clermont Code Enforcement Board for another term.

Unfortunately a previously scheduled business trip will keep me from attending the December 9th counsel meeting.

With best regards,

Dave

Attachment: CV

David H. Holt
4327 S. Hwy 27 #314
Clermont, Florida 34711
Phone: 352.552.6930
E-mail: DHHolt@gmail.com

SUMMARY

Over 35 years of management and leadership success in a variety of corporate environments. Significant P&L responsibility. Proven skills in business process improvement programs, and M&A activities. Demonstrated leadership ability with cross-cultural executive teams. Successful track record in diverse industries and ownership structures. Extensive background in results oriented IT development.

EXPERIENCE

CONSULTANT

2002-Present

Provided general business, M&A, and IT management services to small and mid-size businesses. Clients included a \$3.0 billion custom machinery builder, a \$15 million roll services company, a \$10 million construction company, a \$5 million resort real estate marketing company.

CEO, PRINTXCEL

1999-2002

\$275 million manufacturer and North American market share leader of short-run printed office products (business documents, secondary pressure sensitive labels, envelopes, and commercial printing) sold to small and middle market businesses through independent distributors and value added resellers. Parent company, Fortune 500, Mail-Well (NYSE: MWL), was the largest commercial printer in North America with revenue of \$2.5 billion and 61 acquisitions in six (6) years.

Reported to Chairman and CEO of parent company. Responsibilities included: the integration and repositioning of nine (9) acquisitions, complete strategic, financial, and operational activities for the business. Direct areas of accountability: Strategic and Operational Planning, Branding, Sales, Marketing, Human Resources, Operations, Materials Management, Accounting, Information Technology, and R&D.

Integrated nine (9) stand alone acquisitions into one "go to market" and operational strategy. Revamped field sales force to execute new strategies. Positioned the company for sale. Improved return on sales from 7.5% to 10.0% with after tax return on capital employed over 23%. Reduced working capital by 75%. Led divestiture process for PrintXcel to letter of intent stage.

In addition to primary PrintXcel responsibilities, performed duties of Chief Information Officer and Director of e-Business activities for parent company from March 2000 until August 2001.

CEO, POLYVISION CORPORATION

1997-1999

Publicly traded (AMEX: PLI), \$35 million, manufacturer of information display products for educational and institutional markets, and point-of-sale display products for fast food systems and financial services institutions.

Reported to Board of Directors. Responsibilities included: Strategic, Operational, and Investor Management activities. Reversed annual operating losses of \$5 million to net income of \$1 million. Increased stock price 270 %. Lead acquisition process of \$75 million target to letter of intent stage.

BELOIT CORPORATION

1976-1997

Then world leader supplying high technology, custom designed, and built machinery and systems for the pulp and papermaking industry. Over 8,000 employees (40% outside the U.S.) provided custom engineered and manufactured products from eight (8) worldwide manufacturing locations. Over 20 centers were strategically located around the world supplying extensive aftermarket parts, service, and support. Subsidiary of Fortune 500 Harnischfeger Industries, Inc. (NYSE: HPH)

GROUP VICE PRESIDENT, PULPING

1996-1997

Reported to President. Led worldwide activities of \$300 million group of capital equipment and aftermarket businesses involved in pulping technologies. Direct areas of accountability: Strategic and Operational Planning, Marketing, R&D, Sales, Engineering, Manufacturing, Materials Management, Human Resources, Information Technology, and Accounting. Integrated \$125 million acquisition with \$25 million of cost savings.

CORPORATE VICE PRESIDENT & GENERAL MANAGER, BELOIT MANHATTAN

1989-1996

Reported to President. Led worldwide activities of this \$150 million, engineered polymer products and mechanical repair aftermarket business. Direct areas of control were eleven (11) multi-national manufacturing locations including: Strategic and Operational Planning, Marketing, R&D, Direct Sales, Sales Agents, Engineering, Manufacturing, Materials Management, Human Resources, Information Technology, and Accounting. Grew sales 250% with ROA of 75%. Completed or reviewed acquisitions or expansions in 16 foreign countries.

CORPORATE DIRECTOR, ADMINISTRATION

1988-1989

Reported to President. Led successful turnaround of \$60 million unionized, Quebec province, manufacturing operation. Designed and installed a new, company-wide, strategic planning process with in a 50% reduction in time and effort with an overall improvement in quality.

CONTROLLER, PAPER MACHINE DIVISION

1985-1988

Reported to Group Vice President of this \$300 million capital equipment operation. Managed 50 professional and clerical employees accountable for all financial and estimating activities of the division. Participated in customer negotiations, strategic business and capital equipment expenditure planning.

Various financial management positions including Corporate Director-Internal Audit

1976-1985

EDUCATION

Masters of Business Administration-Accounting/Information Systems/Finance
University of Wisconsin - Madison

1981

Bachelor of Business Administration-Accounting/Information Systems
University of Wisconsin - Madison

1976

REFERENCES: Upon Request

Linda M. Brown

1016 W. Lakeshore Dr. Clermont, Fl. 34711
Cell: 786-223-3812 *Email address: linda@dragonfly324.com

Education

B.A. Special Education
Florida International University, Miami, Fl.

M.S. Educational Media
Nova Southeastern University, Miami, Fl.

Certification

Florida Public Adjuster-All Lines
Special Education-Mentally Handicapped (Grades k-12)
Educational Media Specialist (Prekindergarten-Grade 12)

Professional Employment

Licensed Florida Public Adjuster:

Phoenix Claims & Consulting Group, LLC, Owner/President, November 2005-Present

- Assist homeowners and business owners who have suffered any type of damage to their property from pipe breaks, thefts, floods, fires, windstorms, hurricanes, etc. to receive compensation from their insurance company.

Special Education Teacher:

Jesse J. McCrary Elementary School, Miami, FL. Aug 2009-June 2010

- Designed and implemented curriculum and multi sensory lesson plans for different subjects
- Coordinated with teachers to explain different curriculum activities for students
- Assessed children who have short and long-term learning difficulties
- Generated and incorporated special learning strategies for students with learning disabilities in areas like self-questioning, cognitive behavior modification rehearsal and review, organization, modeling and memory strategies
- Handled the tasks of preparing materials for instruction
- Responsible for recording grades for different pupils
- Taught students to improve their behavioral patterns by using different methods and instructions
- Served as a liaison among principals, teachers and staff representatives
- Collaborated with school administrators, teachers and parents in designing and implementing educational plans for students

Tracy Ackroyd

From: hmason22@cfl.rr.com
Sent: Friday, November 14, 2014 3:34 PM
To: Tracy Ackroyd
Subject: Request for reappointment to Planning and Zoning Commission

Please accept this e-mail as my application for re-appointment to the Clermont Planning and Zoning Commission. Please let me know if you would like an updated resume of my qualifications.

Respectfully,
Harry Mason

Tracy Ackroyd

From: Carlos Solis [carlos@gographicsdirect.com]
Sent: Friday, November 14, 2014 3:33 AM
To: Tracy Ackroyd
Subject: PZ Board

I would like to continue on the Planing and Zoning Board

Carlos Solis owner of Graphics Direct and SolisBravo Music and Publishing Company I have been a resident of Clermont Florida since 1986. I currently serve on the District Board of Directors for South Lake Hospital also the board of Pig on the Pond.

Thank You

Carlos Solis

Sent from my iPad

Tracy Ackroyd

From: Barbara Hollerand
Sent: Tuesday, November 18, 2014 7:30 AM
To: Tracy Ackroyd
Subject: FW: Planning & Zoning



Barbara B. Hollerand
Development Services Director
685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7307 | Fax 352-394-3542
bhollerand@clermontfl.org
www.cityofclermontfl.com

From: Herb Smith [<mailto:herbsmithconstruction@hotmail.com>]
Sent: Monday, November 17, 2014 5:32 PM
To: Barbara Hollerand
Subject: Planning & Zoning

Barbara,

Please consider this my application for re - appointment to the Planning & Zoning Board. I have enjoyed working on the committee and being part of the planning for the future of Clermont. I would like to continue being part of this team.

I have been in attendance at every meeting since my appointment almost one year ago.

Sincerely,

Herb Smith

Tracy Ackroyd

Subject: FW: Fwd: Planning and Zoneing

From: Nilsa Whitehead <cuquiwhitehead@gmail.com>

Date: June 6, 2014 at 10:53:31 AM EDT

To: <dgray@clermontfl.org>

Subject: Planning and Zoneing

I would at this time would like to be reappointed to the Clermont Planning and Zoning Board.

Thank you for your consideration

Sincerely,

Cuqui Whitehead
700 Hooks Street
Clermont, Florida 34711.



AGENDA ITEM

Meeting Date		
Tuesday, December 9, 2014		
Agenda Item Name		
Johns Lake Landing		
Requested Action		
Discussion of Johns Lake Landing JPA review.		
Staff Report		
Johns Lake Landing is a mixed use development (309-acre PUD) being constructed within the Joint Planning Area just east of the City limits. In 2007, a utility agreement was approved for the development based on Lake County PUD Ordinance 2005-95 which provided specific uses within the development. In the original PUD Ordinance 2005-95, the project was for 845 age-restricted homes along with commercial property adjacent to Highway 50. The commercial property originally had prohibited uses such as adult entertainment, gas stations, auto dealerships, automobile part stores, car washes, and automobile repair. In 2012, the developer went back to the county with requested changes to the development but never updated the utility agreement with the City. Changes made to the PUD at Lake County in 2012 removed the prohibited uses for the commercial area, reduced the overall units from 845 age-restricted units to 788 non-age restricted units, and added an assisted living facility use. The developer is again requesting changes to the development, and staff believes these changes warrant a review by the City Council for comments to the Lake County Board of County Commissioners. The current PUD amendment request is for an increase in residential units from 788 to 832 (44 additional Single Family Residential units) and for a reduction of commercial square footage from 425,000 sq. ft. to 274,000 sq. ft. adjacent to Highway 50 (151,000 sq. ft. reduction).		
Legal Impact		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Aerial	Johns Lake Landing Exhibit.doc	

Exhibit "A"

Johns Lake Landing



City of Clermont
MINUTES
REGULAR COUNCIL MEETING
August 26, 2014

The Clermont City Council met in a regular meeting on Tuesday, August 26, 2014 in the Council Chambers at City Hall. Mayor Turville called the meeting to order at 7:00 pm with the following Council Members present: Council Members Goodgame, Mullins, Bates and VanWagner. Other City officials present were: City Manager Gray, City Attorney Mantzaris and Deputy City Clerk Noak.

INVOCATION

Council Member Vanwagner gave the invocation followed by the Pledge of Allegiance.

PROCLAMATIONS

Mayor Turville read a proclamation aloud declaring September 17 through September 23, 2014 as Constitution Week and presented the proclamation to Susan DeHart with the Tomoka Chapter of the Daughters of the American Revolution.

Mayor Turville read a proclamation aloud proclaiming the month of August as Florida Water Professionals month.

PUBLIC COMMENTS

There were no public comments.

REPORTS

City Manager Gray announced the Community Redevelopment Agency will meet Tuesday, September 9 6:30pm and the two public budget hearings will be held on September 11 and September 25 at 6pm.

The Lake County Board of County Commissioners removed the South Lake Regional Park from the budget and the official action will happen at their final budget hearing. Council Member Mullins inquired if the City could raise the non-resident fees for use of the City's ball field, swimming pools and other amenities. City Manager Gray stated non-resident fees could be established by resolution.

City Attorney Mantzaris stated the Interlocal Service Boundary Agreement had been tabled to tonight's meeting; however the agreement would not be on the agenda. He and City Manger Gray discussed that it was in the best interest of the City for the original agreement approved by Council to be the agreement the City requests Lake County to approve.

Council Member Bates announced he was appointed to serve on the Growth Management and Economic Affairs Committee by the Florida League of Cities.

Council Member Goodgame mentioned attending the induction ceremony for nine new firefighters. He requested City Attorney Mantzaris look into preventing smoking e-cigarettes in no smoking areas due to a complaint he received from the Wal-Mart store manager. He congratulated Council Member Bates on his appointment to the Growth Management and Economic Affairs Committee. Council Member Goodgame announced he was elected as chair-elect of the Lake and Sumter County Metropolitan Planning Organization beginning January 2015.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
August 26, 2014

Council Member Mullins announced First Friday would be held on September 5. The Food Trucks will open at 5:30pm and the band will begin at 6pm. He stated Lake County has reappointed him to Sales Tax Advisory Oversight Committee.

Council Member VanWagner stated he attended the induction of nine new firefighters.

Mayor Turville - No report.

Mayor Turville announced Item 16; the Intergovernmental Coordination Element Comprehensive Plan Amendment will not be heard due to the status of the Interlocal Service Boundary Agreement. City Attorney Mantzaris requested the amendment be tabled to October 14.

Council Member Mullins moved to table Item 16 to October 14; seconded by Council Member Mullins. The motion passed with all members present voting aye.

CONSENT AGENDA

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

Item No. 1 - Council Meeting Minutes	Consider approval of the Regular Council Meeting Minutes of June 24, 2014.
Item No. 2 - Surplus Equipment	Consider request to surplus Fujitsu scanner.
Item No. 3 - Contractor Name Change	Consider approval of contractor name change from Fountain Pest Control, LLC to Orkin, LLC.
Item No. 4 - Bid Award	Consider approval of bid award to United States Service Industries, Inc. (USSI) for janitorial services for the annual amount of \$187,713.72.
Item No. 5 - Bid Award and Budget Amendment	Consider approval of bid award to GAI Consultants, Inc. to provide a master plan for the City of Clermont and the Downtown-Waterfront in the amount of \$150,000 and a budget amendment to the General Fund in the amount of \$30,000.
Item No. 6 - Contract Approval	Consider approval to piggyback the Lake County contract with Bennett Fire Products Company, Inc.

Item 2 was pulled by Gustave Ortiz.

Jim Purvis pulled Items 4 and 5.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
August 26, 2014

Council Member Goodgame moved to approve Items 1, 3, and 6 of the Consent Agenda as submitted; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Jim Purvis stated when he looked at the City's website, the complete bid packet was not available for Items 4 and 5 and asked if Council received a complete bid packet for review. City Manager Gray stated Council receives a summary tabulation of the bids.

Gustave Ortiz inquired how the City handled approved surplus items such as Item 2. City Manager Gray stated approved surplus items are sent to auction or sold through GovDeals using a bid process.

Development Services Director Hollerand presented a power point presentation regarding Item 5, Master Plan for Clermont and the Downtown-Waterfront. The Scope of Work includes an action plan for five, ten, and twenty years; focusing on the revitalization of the downtown and waterfront district. The Request for Proposal responses was shortlisted and the top two firms gave presentations to the evaluation team in July. The evaluation team selected GAI Consultants and Purchasing Manager Suarez renegotiated the agreement, saving the City \$123,970.00. Staff recommended approval of the bid award and budget amendment.

Council Member Goodgame moved for acceptance of Items 2, 4, and 5 of the consent agenda as discussed and cited; seconded by Council Member Mullins. The motion passed with all members present voting aye.

UNFINISHED BUSINESS

Mayor Turville announced Items 7 through 11 were associated with the Lakeview Village Townhomes project and the titles would be read first, discussed collectively, and voted on separately.

Item No. 7 - Ordinance No. 2014-19; *Final* Lakeview Village Townhome Annexation

Mayor Turville read Ordinance 2014-19 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, providing for the annexation of a certain parcel of land contiguous to the present city boundaries; providing for an effective date, severability, recording, and publication.

Item No. 8 - Ordinance No. 2014-20; *Final* Small Scale Comprehensive Plan Amendment

Mayor Turville read Ordinance 2014-20 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, adopting the Small Scale Comprehensive Plan Amendment for the City of Clermont, Florida, pursuant to the Local Government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes; setting forth the authority for adoption of the Small Scale Comprehensive Plan Amendment; setting forth the purpose and intent of the Small Scale Comprehensive Plan Amendment; providing for the adoption of the Small Scale Comprehensive Plan Amendment; establishing the legal status of the Small Scale Comprehensive Plan amendment; providing a severability clause and providing an effective date.

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Item No. 9 - Ordinance No. 2014-21; *Final* Rezoning

Mayor Turville read Ordinance 2014-21 aloud by title only.

An Ordinance under the Code of Ordinances of the City of Clermont, Lake County, Florida amending the official zoning map of the City of Clermont referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances; rezoning the real properties described herein as shown below; providing for severability, effective date, and publication.

NEW BUSINESS

Item No. 10 - Resolution No. 2014-24 Lakeview Village Townhomes

Mayor Turville read Resolution 2014-24 aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, granting a Conditional Use Permit to allow for a multi-family complex with more than 12 units.

Item No. 11 - Variance Lakeview Village Townhomes

Senior Planner Kruse stated Items 7 through 11 would be presented and heard together. The applicant is RM Plus, LLC and were represented by Attorney Johnathan Huels. The project is Lakeview Village Townhomes.

The applicant requested to annex 7.95 acres of land located on the east side of Grand Highway, halfway between State Road 50 and Pitt Street. The property is within the City's Joint Planning Area and is contiguous to the City, with water and sewer available to service the location. Staff recommended approval of the annexation request.

RM Plus, LLC requested a Small Scale Comprehensive Plan Amendment future land use change from Lake County Urban Medium Density to the City's Medium Density Future Land Use category. The proposed Medium Density Future Land Use category is compatible with the surrounding area. Staff recommended approval of the Small Scale Comprehensive Plan Amendment request.

The applicant requested a rezoning change from Lake County "A" Agricultural District to the City's "R-3" Residential/Professional zoning designation upon approval of the annexation request. The proposed request is compatible with the surrounding area. Staff recommends approval of the rezoning request.

The Lakeview Village Townhome project is a proposed multi-family development consisting of 28 townhomes with amenities which include a clubhouse and a pool. The project consists of seven multi-story buildings with four units per building and garages incorporated into the structure. Each unit will have a two-car garage with parking available in front of the garage. Staff recommended approval of the Conditional Use Permit.

RM Plus, LLC requested five variances for the proposed project. The variances requested were: (1) allow a 15 foot front yard setback (2) allow a 19 foot rear yard setback (3) allow a 50 foot right-of-way width (4) allow a lot size less than 3,500 square feet per dwelling unit, and (5) allow a 30 foot wide lot width. Staff recommended denial of the requested variances.

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Jonathan Huels; Attorney for RM Plus, LLC, stated the property was located on Jack's Lake behind the Clermont Regional Shopping Center. Grandview Apartments are across the street and to the north are the Hillside Villas Condominiums. The project will have two access points onto Grand Highway which connect to a central roadway bisecting the project. The proposal includes a pool, tot-lot, pedestrian trail, and a recreational dock on Jack's Lake. The density of the project is approximately three and a half dwelling units per acre. The ownership of the individual residences will be fee simple, with the common areas owned and maintained by an association. The building elevations submitted in the Conditional Use Permit have been enhanced and each residence will have three levels containing 1,700 to 1,900 square feet of space with a two-car garage. The variances were requested due to the 100-year flood zone. The setback reductions will still allow for two cars to park in the driveway with no impact on the pedestrian system. The interior zero-lot line residences will not have a setback reduction.

Mayor Turville opened the public hearing.

Jim Purvis, Rick Weber, Jan Miller, Gustave Ortiz, Duane Vicevich, and Gail Hosch expressed concerns regarding the proposed project's density, variance requests, residential parking, flood plain effect on the property value, traffic, pollution on Jack's Lake, and crime.

Nick Jones spoke in favor of the project.

Attorney Huels stated the setback deviations from the code prevent the project from having to meet cut-and-fill requirements and placing vertical structures within the flood plain. An initial traffic study was completed and the project will have a low impact on traffic. The project contains more than fifty percent green space and will not have an impact on the wetlands. The requested front-yard setback will allow for an eighteen foot distance from the front of the garage to the house side of the sidewalk and the sidewalk will extend three feet into the right-of-way.

Mayor Turville closed the public hearing.

Council Member Bates inquired about the impact the project will have on schools. Attorney Huels responded the school impact report showed a total generation of ten additional students.

Mayor Turville asked what would be located in the flood plain. Attorney Huels commented they will seek a permit from St Johns River Water Management District to place stormwater in the flood plain.

Mayor Turville inquired how many townhome units could be built without the requested variances. Attorney Huels commented the number of units would decrease to twelve units.

Council Member Goodgame requested details on the areas requiring the variances. Attorney Huels stated the rear yard setback variance request applies to a northern lakefront unit; the front yard setback, lot size, reduced lot width, and road width variances apply to all units.

Council Member Mullins commented a piece of property to the north is part of the annexation and inquired if the property had been included in the density calculations. Dave Drescher; Project Architect, stated the map was incorrect and the property was not part of the annexation request. It was not included in the density calculations.

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Council Member Mullins indicated there was a difference in unit spacing between two drawings. Mr. Drescher stated the original submittal for the Conditional Use Permit was to have larger units; however the owner is no longer seeking larger units.

Council Member Mullins expressed concern with meeting the City's landscape requirements.

Mayor Turville inquired about the building height and distance from the flood plain. Mr. Drescher presented two elevation diagrams and stated the lakeside buildings would be eleven feet from the 100 year flood plain.

Council Member Goodgame requested a new letter from the Lake County School Board before the project receives a permit. Attorney Huels stated the project would be required to meet school concurrency.

Council Member VanWagner inquired if the plans Council was reviewing were the plans submitted to staff. City Attorney Mantzaris stated the current Conditional Use Permit contains the June 27 plan, which was not the plan being presented. The appropriate plans should be incorporated into the Resolution and the Conditional Use Permit.

Council Member Bates inquired about spacing between the buildings. Dave Drescher; Architect, stated when they submit the site permitting plans there will be twenty feet between the buildings. City Attorney Mantzaris stated typically when the City Council adopts a Conditional Use Permit the conceptual plans presented were as close to the end product as possible. Without a plan that is dated for Council to review, Council would have to rely on staff to meet with the developer to select the plan to incorporate into the Conditional Use Permit.

Mayor Turville inquired if staff had taken the flood plain into account when reviewing the rear yard setback. Planning Manager Henschel stated the code requires a twenty-five foot minimum setback from the wetland line.

Mayor Turville asked how far the pool was from the Grand Highway right-of-way. Mr. Drescher stated a six foot high wall will be fifteen feet from Grand Highway and the back of the wall to the pool deck will be twelve feet.

Mayor Turville suggested Council table all of the items related to the project and asked the applicant the amount of time needed to provide updated plans for the Conditional Use Permit. Attorney Huels stated the update of the plans could occur for the October 14 Council meeting.

Attorney Mantzaris stated the motion could be made to table 7, 8, 9, 10 and 11 to October 14.

Council Member Bates so moved; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

Mayor Turville recessed the meeting at 8:55pm.

Mayor Turville reconvened the meeting at 9:04pm

Mayor Turville received the unofficial primary election results and announced Tim Murry and Diane Travis would be on the General Election ballot for Seat 5.

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Item No. 12 - Resolution No. 2014-19 Lifestyle Community Church

Mayor Turville read Resolution 2014-19 aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, granting a Conditional Use Permit to allow for a house of worship in the C-2 General Commercial zoning district.

Planning Manager Henschel presented a proposed Conditional Use Permit amendment to allow a house of worship and a day care at Clermont Hillside Terrace, located at 2400 South Highway 27. The current Conditional Use Permit includes retail sales, lounges, restaurants, personal services, professional and medical offices, and residential uses. The house of worship plans to meet in a 2,145 square foot space, hold services on Sundays and bible study classes on Thursdays. The applicant is requesting approval to operate a daycare center Monday through Friday. Staff recommended approval.

David Rosa; Applicant, was available to answer any questions.

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

Council Member VanWagner motioned to move forward with the request; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Item No. 13 - Resolution No. 2014-20 Clermont Central Church

Mayor Turville read Resolution 2014-20 aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, granting a Conditional Use Permit to allow for a house of worship in the C-2 General Commercial zoning district.

Planning Manager Henschel presented the request for a Conditional Use Permit for a house of worship at 1 Westgate Plaza. The congregation plans to meet in the 2,300 square foot upper level of the building on Sundays and Wednesdays. Staff recommended approval.

Arthur Eaton; Applicant, was available to answer any questions.

Mayor Turville opened the public hearing.

Gustave Ortiz inquired the necessity for a house of worship to obtain Council approval. Mayor Turville stated the City Code requires approval of houses of worship in any zoning district.

Mayor Turville closed the public hearing.

Council Member VanWagner moved to approve; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

Mayor Turville announced Items 14 and 15 were associated with the proposed Woodwinds Apartments project and would be discussed collectively and voted on separately.

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Item No. 14 - Resolution No. 2014-21 Woodwinds Apartments

Item No. 15 - Variance Woodwinds Apartments

Mayor Turville read Resolution 2014-21 aloud by title only.

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.

Senior Planner Kruse presented the Conditional Use Permit and the variance request. The applicant is Steve Smith with New Beginnings and was represented by Attorney Jimmy Crawford. The proposed project is located north of the intersection of Hunt Street and Grand Highway, east of Grand Highway and south of Citrus Tower Boulevard. The applicant is proposing a multi-family development with 108 apartments and onsite amenities. The applicant recently requested a reduction to 100 apartments. The parcel had been granted a development proposal by the City of Clermont which had been known as Woodwinds Condominiums.

The project will consist of four three-story buildings with parking located in front of the units and along the access drive. Each building will house 24 to 36 apartments with a mixture of one, two, and three bedrooms.

The applicant has requested three variances for the project. The variances requested are to: (1) allow for retaining walls up to 12 feet high (2) allow cut and fill of up to 24 feet, and (3) allow a 50 foot right-of-way width.

Staff received letters of opposition regarding the proposed changes. Staff recommended approval of the Conditional Use Permit. Staff recommended denial of the variance request.

Attorney Jimmy Crawford stated the only significant change was the type of ownership. There were some changes to the site plan, and the 60-foot building height variance is no longer necessary.

The ownership type proposed is a Florida Housing Finance Corporation apartment complex. The project is not Section 8 Housing or public housing, it is housing financed by bond sales through the State of Florida and is for working people with modest incomes. The complex will be first class with amenities such as a pool, club house, and playgrounds.

Steve Smith; New Beginnings, stated Clermont needs additional workforce housing. Currently the two workforce housing complexes; Osprey Ridge and Sandy Hill, are at full occupancy with waiting lists. Mr. Smith read email correspondence in support of the proposed project.

The income restrictions are set by the State and tenants must make between \$18,000 and \$36,000 a year. The rental rates will be \$550 a month for a one-bedroom apartment; \$670 a month for a two bedroom apartment; and \$750 a month for a three bedroom apartment. Florida Housing Finance Corporation has approved the location and the developer for the proposed project.

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Attorney Crawford introduced Arthur Nix; Project Engineer, and requested Mr. Nix explain the differences between the previous and current site plan. The current site plan was slightly updated from the one presented to staff. The site plan shown contains tentative locations of the Community Center, office, pool, and playground facilities. The buildings on the south side of the proposed site plan are further from the south property line than the 2005 site plan. The retention pond is the same and retaining walls were added due to the parking area. The cut and fill variance request is for the retention pond and a small area south of the parking location.

The current architect; Jeff Howell, was introduced by Attorney Crawford. Mr. Howell commented the original design contained underground parking and interior corridor access. The current design provides each apartment to open up to breezeway stairs. The prior elevation was 60 feet high; however the roof pitch will be lowered, reducing the maximum elevation to 50 feet.

Attorney Crawford stated the proposed project was not low-income housing and would not have an adverse effect on surrounding neighborhoods. Studies were presented which noted tenant screening, security, management, and upkeep were primary factors in maintaining positive influences in a community.

Attorney Crawford introduced co-developer Shawn Wilson with Blue Sky Communities. Mr. Wilson stated he has developed housing under the federal program for more than 20 years.

Oliver King; Osprey Ridge Property Manager, was introduced by Attorney Crawford. Mr. King provided photographs of Osprey Ridge and described some of the activities provided at Osprey Ridge.

Attorney Crawford introduced Ed Nickman; Clermont Yacht Club investor and former resident. Mr. Nickman commented Osprey Ridge did not have any adverse effect on Clermont Yacht Club.

Mayor Turville opened the public hearing.

Edward Freeman commented the layout presented was different than the layout presented at the Planning and Zoning Commission meeting. Mayor Turville asked Attorney Crawford if the plan was different. Attorney Crawford stated it was not the same plan originally presented and would like to hear from the public to provide the best plan possible.

Thomas Questell, Gail Gehring, Catherine Arnold, James Arnold, Gail Hosch, Orlando Ruiz, Mike Selewach, Pamela Smith, Christopher Gately, Scott Hosch, and Charlene Forth spoke in opposition of the proposed project and expressed concerns regarding low-income apartments, increased crime, water retention, loss of view, lack of a berm, property value decline, lack of project notification, lack of separation and privacy, noise, loitering, trespassing, safety, effect on wildlife, number of units, impact on schools, and the project location.

Brandy DeMarinis, Peggy Klutz, Marie Redmon, Sherry Englet, Nicole Martin, Jeanette Rivera, Bill Hunter, Deanna Hunter, Angela, Lisa Grant, and Linda Smith spoke in support of the proposed project.

Mayor Turville closed the public hearing.

Attorney Crawford requested 90 days to work with the input provided and return before Council with a proposed project.

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City Attorney Mantzaris stated the focus of the next meeting should be on the project as it relates to the existing Conditional Use Permit and to issues such as buffers, apartments verses condominiums, and the site plan.

Council Member Mullins commented three playgrounds did not seem logical and preferred the layout of the condominiums.

Council Member Goodgame stated landscaping, prevention of trespassers, location of a lift station, and a school bus stop location need to be addressed. He requested staff notify all of the residents in the Northridge subdivisions of the next meeting.

Mayor Turville commented the twelve foot retaining wall was too high.

Council Member Goodgame moved to table both to the November 11 meeting; seconded by Council Member Mullins.

ADJOURN: With no further comments, this meeting was adjourned at 11:58pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

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The Clermont City Council met in a regular meeting on Tuesday, September 9, 2014 in the Council Chambers at City Hall. Mayor Turville called the meeting to order at 7:00pm with the following Council Members present: Council Members Goodgame, Mullins, Bates and VanWagner. Other City officials present were: City Manager Gray, City Attorney Mantzaris and City Clerk Ackroyd.

INVOCATION

Council Member Goodgame gave the invocation followed by the Pledge of Allegiance.

PROCLAMATIONS

Mayor Turville presented a proclamation to Jan Sheldon in recognition for her years of service and contribution to the Moonlight Players Theatre.

PRESENTATIONS

The Life Safety Achievement Award will be presented at the September 23, 2014 Council Meeting.

Economic Development Director Hitt presented an update in reference to building permits, new businesses, and projects. Mr. Hitt commented the City's population has increased to 31,745.

Finance Director Van Zile presented the Quarterly Budget and Performance Report for the period October 1, 2013 through June 30, 2014. Revenues are on target with projections and expenditures are in line with revised budget amounts. In addition, the revised budget year-end reserves are on target with the original budget year-end reserves, with the exception of the General Fund. The General Fund year-end budgeted reserves have decreased primarily due to the budget amendments approved in the second quarter.

PUBLIC COMMENTS

Choice Edwards suggested offering a moment of silence at the beginning of each meeting in lieu of a Council Member giving the invocation.

Jim Purvis and Helmut Michelson spoke in support of Council Members continuing to open the meetings with prayer.

Mary Jo Pfeiffer would like to decorate downtown Clermont for the fall season. She requested approval to place mums along the downtown area, with the merchants maintaining them. City Manager Gray gave approval.

REPORTS

City Manager Gray reported the First Budget Public Hearing will be held on September 11 at 6pm, the Final Budget Public Hearing will be held on September 25 at 6pm. A Council Workshop is scheduled for September 23 at 6:15pm to review shed permitting. There will be a Special Meeting on November 18 at 6pm to accept the election results and swearing in of Seats 1, 3, and 5.

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City Attorney Mantzaris commented he would prepare a memorandum to Council regarding the most recent law on invocations.

Council Member Bates stated he will not waver on invocations at the Council meetings.

Council Member Goodgame spoke in agreement with Council Member Bates and Jim Purvis.

Council Member Mullins thanked the City for the success of the Food Truck event. He suggested being more diverse regarding invocations.

Council Member Van Wagner supported continuing the invocations. He addressed red light cameras and stated the intent was to save lives and prevent high speed t-bone collisions. The majority of the citations have been issued to people rolling through right on red turns. He requested the City Council remove all red light cameras and not re-instate them.

Council Member VanWagner moved that the City not renew its contract with American Traffic Solutions, and send notice now, in writing, of our intent not to continue that upon termination we discontinue right on red camera program completely with a 26 month notice and be irrevocable so it can never happen again in the City of Clermont; seconded by Council Member Goodgame.

City Attorney Mantzaris stated the contract provision has an expiration point with a notice provision regarding the contract renewal. There is no specific time frame for responding to the renewal provision. The motion cannot be irrevocable as Council cannot bind a future Council. He suggested the Mayor open for public input before final action.

Mayor Turville opened the public hearing.

Franklin Forth, Jim Purvis, Ginger Martin, Charles Forth spoke in opposition of the red light camera program.

Mayor Turville closed the public hearing.

Council Member VanWagner removed the irrevocable portion of the motion.

Council Member Mullins asked if there would be repercussions regarding the motion, as the item was not on the agenda. City Attorney Mantzaris responded there was public participation; therefore there is no procedural issue.

The motion passed with all members present voting aye.

City Attorney Mantzaris reported the United States Supreme Court recently issued a ruling regarding invocations before meetings. Invocations before meetings have been around for more than 200 years and the United States Supreme Court recognized the historical significance of what is commonly referred to as ceremonial opening prayers. The courts have not commented on council members providing the prayer; however, the Supreme Court suggested this may not be the best way for invocations to be handled. The United States Supreme Court supported the process used in the Town of Greece, New York. The Town has a rotating list of individual members of the clergy representative of houses of worship within the community, and includes

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those individuals who wish to give an invocation.
Mayor Turville – No Report.

CONSENT AGENDA

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

Item No. 1 - Council Meeting Minutes

Consider approval of the Regular Council Meeting minutes of July 8, 2014.

Item No. 2 – Bid Award

Consider approval of bid award to Utility Technicians, Inc. to replace lift station E-4 in the amount of \$498,378.00.

Item No. 3 – Bid Award

Consider approval of bid award to Regatta Dock Systems for the construction of two floating docks at the future boathouse at Lake Minneola for the lump sum price of \$86,919.40.

Item No. 4 – Contract Approval

Consider request to piggyback the City of Chiefland contract with M.T. Causley, Inc. to provide Building Code Officials services.

Item No. 5 – Interlocal Agreement Amendment

Consider approval of amendment to the Interlocal Agreement between the City of Clermont and Lake County for traffic sign maintenance and emergency repairs.

Item No. 6 – Resolution No. 2014-31

Consider approval of Resolution to amend the Personnel Policy with an effective date of October 1, 2014.

Item No. 7 – Resolution No. 2014-32

Consider approval of Resolution to adopt the Boys and Girls Club Facility Use and License Agreement.

Jim Purvis pulled Item 7.

Walt Martin pulled Item 3.

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Council Member Goodgame moved Items 1,2,4,5 and 6 of the Consent Agenda be approved as submitted; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Walt Martin questioned if the amount for Item 3 was in addition to what was in the budget and inquired if the boathouse could be delayed for a year.

City Manager Gray stated the amount was included in the budget. Construction has begun and the project is funded using the Local Option Sales Tax funds.

Jim Purvis requested additional information regarding Item 7.

City Manager Gray stated the agreement is a ten year proposal. The Boys and Girls Club ran the City's summer program and currently run an after school program at the facility. They pay the City to use the facility and have the ability to leverage funds to improve the facility. The agreement does contain a six month out-clause for either party to step out of the agreement.

Mayor Turville opened Item 7 for public comment.

Michelle Michnoff; Chair of the Boys and Girls Club South Lake Unit, commented they have been working towards a partnership with the City for six years. The KaBoom playground project was a successful partnership project. There are plans to build a playground at the Clermont Community Center once they have acquired a long term lease of the facility.

Ms. Michnoff introduced Annie, who has been attending the Boys and Girls Club for four years. Annie described how the Boys and Girls Club helped her.

Freddy Williamson and Tracy Jones; Boys and Girls Club staff, thanked the City of Clermont for supporting the Boys and Girls Club.

Tim Murry encouraged support of the ten year agreement.

City Manager Gray stated they are committed to make improvements at the facility that would benefit the community.

Council Member Mullins suggested adding a sentence on page 6, Section 12, which would involve beginning negotiations after 4.5 years and take effect after five years.

Council Member VanWagner moved to approve as written.

The motion died for lack of a second to the motion.

Council Member Mullins moved to adopt the contract with the addition of a rate review at 4.5 years to take effect at the end of 5 years, no more than a maximum of 3 percent a year after the first five years if needed; seconded by Council Member Goodgame.

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City Attorney Mantzaris provided amended language which stated “upon the expiration of 54th month of this lease term hereunder, the parties agree that the fee provided herein shall be reviewed and negotiated effective as of the conclusion of the sixth year; provided any increase of the fee shall not exceed 3 percent per year thereafter.”.

Council Member Mullins moved to adopt the language provided; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

Council Member Goodgame moved for acceptance of Item 3 as discussed; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Mayor Turville recessed the meeting at 8:38pm.

Mayor Turville reconvened the meeting at 8:48pm.

Council Member Goodgame announced the Army Jazz Band will hold a free concert at the Wesley Center on September 10 at 7pm. There will be a joint remembrance service to honor and remember those who perished on September 11, 2001 at Fire Station 1 on September 11 at 9am.

UNFINISHED BUSINESS

Item No. 8 - Clermont Garden Club

City Manager Gray commented six weeks ago the Garden Club addressed City Council during public comments regarding parking. The item was for workshop discussion of options.

Attorney Jimmy Crawford; representing the Clermont Garden Club, stated in 1977 the City signed a 50 year lease agreement with the Clermont Garden Club and a new lease agreement is in progress. Several months ago a neighbor complained and the City restriped West Avenue and parking was no longer allowed on the Garden Club side of the road. Sixty percent of the members are mobility impaired and the Clermont Garden Club proposed the City allow parking on both sides of West Avenue.

City Manager Gray stated Council discussed the parking issue in May 2013. Staff worked with the neighborhood and moved the center stripe along West Avenue, created parking spaces, and removed any non-conforming parking spaces. A piece of property owned by Lake County off of DeSoto Street was considered for parking; however the property slopes to the lake and was not a viable option. The Garden Club site had been previously discussed as a parking option; however the property is owned by Lake County and would require their approval.

Economic Development Director Hitt commented there had been 11 parking spaces on the west side of West Avenue which did not meet code or were outside of the curb in unsafe locations. Three parking spaces were added near the Garden Club site and 14 spaces were added on the east side of West Avenue. Should the center line be moved to the east, there would be parking

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available on the western side.

Ruth Webb commented when the center line was moved, less parking spaces were available near the Garden Club and members are walking from Brewer Funeral Home to the Garden Club. She stated the parking situation affects not only the Garden Club, but other nearby businesses. Ms. Webb requested Council reconsider the parking situation and increase the number of parking spaces.

Jan Sheldon; owner of the South Lake Montessori School, requested Council reconsider the parking situation.

Tom Kline recently commented on the “no parking” signs on West Juniata Street. He expressed concern regarding parking for family gatherings and attending funerals. Mr. Kline presented a petition to allow parking on the streets in downtown Clermont.

Pastor Brenda Walker; Faith Fellowship Church, spoke in favor of additional parking and moving the center line on West Avenue.

Nancy Allison; Magic Moments Learning Center, stated there was a need for extra parking for several events they have each year. She requested Council consider a solution for the parking issue.

Mr. Dustin Griswold stated the “no parking” signs were inconvenient for the residents and were an eye sore.

Charlene Forth commented there were issues regarding parking on DeSoto Street and Juniata Street which included blocking of driveways, location of stop signs, and the location of fire hydrants.

Franklin Forth stated the daycare businesses have outgrown their facilities and should relocate.

Charles Forth commented there is a fire hydrant in the setback at the corner of DeSoto Street and West Avenue. State law dictates there is no parking within fifteen feet of a fire hydrant.

Kelly Tomeo, Esquire; representing Mr. and Mrs. Forth, provided documents to the City Council. She stated the R-3 zoning district cannot be in direct conflict with residential usage. The issue is the Forth’s quiet enjoyment of their residence. The lease agreement with the Garden Club does not allow rental of their facility, driveways and mail boxes have been blocked by parked cars, and field trips have resulted in middle of the night disturbances. There are guidelines in the City Code and Florida Statutes the City should uphold. Ms. Tomeo stated her clients are requesting enforcement of the codes, rules, and regulations.

Attorney Jimmy Crawford responded the Clermont Garden Club lease agreement allows the rental of the facility. He stated they are not allowed to sublet, preventing them from leasing out the remainder of their lease term with the City. The majority of the homeowners and businesses are requesting assistance from the City to improve the parking situation.

Tom Kline commented businesses will begin to fail if there are no places to park and the buildings will become abandoned and the surrounding property values will decline. The area is a mix of businesses and residences who should co-exist.

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Mayor Turville inquired of City Attorney Mantzaris if the Council should vote on the issues. City Attorney Mantzaris stated there were two issues; the lease agreement which will be on an upcoming agenda, and parking. The Council had previously addressed parking and staff is requesting Council provide direction regarding the issue.

City Manager Gray stated the discussion to move the center line on West Avenue occurred May 14, 2013. On August 13, 2013, DeSoto Street parking options were presented and discussed. Staff will look into moving the center line to have parking on both sides of West Avenue, meet with Lake County regarding onsite parking, and return before Council with alternative options.

NEW BUSINESS

Item No. 9 – Ordinance No. 2014-24 Introduction

City Clerk Ackroyd read the Ordinance aloud by title only.

An Ordinance of the Code of Ordinances of the City Council of the City of Clermont, Lake County, Florida, amending the Code of Ordinances, Chapter 122, Zoning, Section 122-349 Home Occupations; Section 122-243 Permitted Uses, and Section 122-244 Conditional Uses; Providing for codification; severability; effective date and publication.

Council Member Mullins moved to introduce Ordinance 2014-24; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

Item No. 10 - Ordinance No. 2014-25 Introduction

City Clerk Ackroyd read the Ordinance aloud by title only.

An Ordinance of the Code of Ordinances of the City Council of the City of Clermont, Lake County, Florida, amending the Code of Ordinances, Chapter 122 Zoning, Section 122-344 General Development Conditions; Providing for codification; severability; effective date; and publication.

Council Member Mullins moved to introduce Ordinance 2014-25; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

Item No. 11 – Ordinance No. 2014-26 Introduction

City Clerk Ackroyd read the Ordinance aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, closing and permanently abandoning a portion of a 40 foot right-of-way northerly and contiguous to Lots 1 through 10 Block 117 Johnsons Replat; repealing all ordinances in conflict herewith, providing for severability, publication, recording,

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and for an effective date.

Council Member Mullins moved to introduce Ordinance 2014-26; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

City Manager Gray announced the Lake County Board of County Commissioners voted to place funds back in their budget for a regional park in south lake county.

ADJOURN: With no further comments, this meeting was adjourned at 10:25pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

City of Clermont
MINUTES
SPECIAL COUNCIL MEETING
November 18, 2014

The Clermont City Council met in a special meeting on Tuesday, November 18, 2014 in the Council Chambers at City Hall. Mayor Turville called the meeting to order at 6:00 pm with the following Council Members present: Council Members Goodgame, Mullins, Bates and VanWagner. Other City officials present were: City Manager Gray and City Clerk Ackroyd.

INVOCATION

Kendal Anderson, The Crossing Church, gave the invocation followed by the Pledge of Allegiance.

NEW BUSINESS

Item No. 1 - Election Results

City Clerk Ackroyd presented the General Election results for Seats 3 and 5. Gail Ash received 5,536 votes or 55.61 percent and Rick Van Wagner received 4,419 votes or 44.39 percent for Seat 3. Tim Murry received 4,622 votes or 47.71 percent and Diane Travis received 5,066 votes or 52.29 percent for Seat 5.

Council Member Goodgame moved for approval of the election results; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Item No. 2 - Oath of Office

City Clerk Ackroyd administered the Oath of Office to Timothy Bates for Council Member Seat 1; Gail Ash for Mayor Seat 3 and Diane Travis for Council Member Seat 5.

Mayor Turville congratulated the new elected officials.

Outgoing Mayor Turville and Council Member VanWagner were replaced by Mayor Ash and Council Member Travis at the dais.

Item No. 3 - Council Comments

Council Member Bates commended staff on the park opening and congratulated Mayor Ash as the first female Mayor of Clermont.

Council Member Travis expressed appreciation to friends, family and volunteers and looks forward to serving the community.

Council Member Goodgame thanked Development Services Director Hollerand and the Public Works staff for the Lake Hiawatha Park. He reported the Lake County Commission voted to move forward with the sector plan. He congratulated Mayor Ash and Council Members Bates and Travis.

Council Member Mullins welcomed the new elected officials and expressed excitement about the changes in the city.

Mayor Ash stated she previously served on the Council and is honored the citizens of Clermont elected her to represent the city as Mayor. She promised to preserve and protect the city in keeping with the mandates of the residents. Furthermore, she encouraged citizens to attend the Council meetings in order to have a better idea of what is happening in the city.

City of Clermont
MINUTES
SPECIAL COUNCIL MEETING
November 18, 2014

Item No. 4 - Selection of Mayor Pro-Tem

The Mayor Pro-Tem acts in place of the Mayor when she is not available.

Mayor Ash passed the gavel to Mayor Pro Tem Goodgame.

Mayor Ash moved to nominate Keith Mullins as Mayor Pro Tem; seconded by Council Member Mullins. The motion failed 2 to 3 with Council Members Bates, Goodgame and Travis opposing.

Council Member Bates moved to nominate Ray Goodgame as Mayor Pro Tem; seconded by Council Member Travis. The motion passed 3 to 2 with Council Member Mullins and Mayor Ash opposing.

ADJOURN: With no further comments, this meeting was adjourned at 6:16pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 9, 2014		
Agenda Item Name		
2015 Council Meeting Schedule		
Requested Action		
Move to approve the 2015 City Council meeting calendar.		
Staff Report		
The 2015 City Council meeting schedule includes budget workshop dates as well as the First and Final Budget Public Hearings. The second meeting of the month in November and December are proposed to be cancelled as the Council has approved in previous years.		
Legal Impact		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2015 Council Meeting Calendar	2015 Council Calendar.pdf	

2015 COUNCIL MEETING CALENDAR

JANUARY	DATE
Regular Council Meeting	Tuesday, January 13, 2015
Regular Council Meeting	Tuesday, January 27, 2015
FEBRUARY	DATE
Regular Council Meeting	Tuesday, February 10, 2015
Regular Council Meeting	Tuesday, February 24, 2015
MARCH	DATE
Regular Council Meeting	Tuesday, March 10, 2015
Regular Council Meeting	Tuesday, March 24, 2015
APRIL	DATE
Regular Council Meeting	Tuesday, April 14, 2015
Regular Council Meeting	Tuesday, April 28, 2015

MAY	DATE
Regular Council Meeting	Tuesday, May 12, 2015
Regular Council Meeting	Tuesday, May 26, 2015

JUNE	DATE
Regular Council Meeting	Tuesday, June 09, 2015
Regular Council Meeting	Tuesday, June 23, 2015
JULY	DATE
Regular Council Meeting	Tuesday, July 14, 2015
Budget Workshop	Wednesday, July 22, 2015
Budget Workshop	Thursday, July 23, 2015
Regular Council Meeting	Tuesday, July 28, 2015
AUGUST	DATE
Regular Council Meeting	Tuesday, August 11, 2015
Regular Council Meeting	Tuesday, August 25, 2015

SEPTEMBER	DATE
Regular Council Meeting	Tuesday, September 08, 2015
First Budget Public Hearing	Thursday, September 10, 2015
Regular Council Meeting	Tuesday, September 22, 2015
Final Budget Public Hearing	Thursday, September 24, 2015
OCTOBER	DATE
Regular Council Meeting	Tuesday, October 13, 2015
Regular Council Meeting	Tuesday, October 27, 2015

NOVEMBER	DATE
Regular Council Meeting	Tuesday, November 10, 2015
CANCEL Regular Council Meeting	Tuesday, November 24, 2015
DECEMBER	DATE
Regular Council Meeting	Tuesday, December 08, 2015
CANCEL Regular Council Meeting	Tuesday, December 22, 2015



AGENDA ITEM

Meeting Date		
Tuesday, December 9, 2014		
Agenda Item Name		
Purchase and Equipment Surplus Approval		
Requested Action		
Move to approve the purchase of two Life Pak 15 cardiac monitor defibrillators and to have two Life Pak 12 cardiac monitor defibrillators declared surplus for trade-in purposes.		
Staff Report		
Fire Department requests approval for the purchase of two Life Pak 15 cardiac monitor/defibrillators at a total cost of \$66,764.70. The current Life Pak 12 cardiac monitor defibrillator devices are no longer in production and will not be supported by the manufacturer after January 2016. The Fire Department started phasing out the Life Pak 12 devices last year with the purchase of Life Pak 15 devices. Since this is considered a sole source purchase, the competitive selection procedures were waived. The request also includes two Life Pak 12 (serial # 11245092 and 32658216) devices to be declared surplus and disposed of as trade-ins regarding the purchase of the new Life Pak 15 units. The trade-in value was negotiated to be \$5,000 for each unit.		
Legal Impact		
Additional Analysis		
Fiscal Impact Summary		
Purchase is included in the current year budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$66,764.70	10522-66401	\$68,000.00
Exhibits Attached (copies of original agreements)		
1. Physio-Control Life Pak 15 Quote	fy14-15 life pak 15 purchase quote.pdf	
2. Physi-Control Life Pak 15 Sole Source	fy14-15 sole source letter.pdf	
3. Surplus Form	fixed asset form lifepak 12 surplus.pdf	



Physio-Control, Inc.
 11811 Willows Road NE
 P.O. Box 97023
 Redmond, WA 98073-9723 U.S.A
 www.physio-control.com
 tel 800.442.1142
 fax 800.732.0956

To: Captain Marty Johnson
 Clermont Fire Department
 439 W Hwy 50
 CLERMONT, FL 34711
 Phone: (352) 243-8540
 jmjohnson@clermonthl.org

Quote#: 1-271065270

Rev#: 1
 Quote Date: 10/20/2014
 Sales Consultant: Susan Cote
 800-442-1142 x 72485
 FOB: Destination

Terms: All quotes subject to credit approval and the following terms & conditions

Contract: NASPO #SW300

Exp Date: 01/18/2015

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
1	99577-001256 - LP15 v2 MONITOR/DEFIB, CPR, Pace, to 360j, SPO2/CO, 12L GL, NIBP, CO2, Trend, BT THE LIFEPAK 15 IS AN ADAPTIV BIPHASIC FULLY ESCALATING (TO 360 JOULES) MULTI-PARAMETER MONITOR/DEFIBRILLATOR . 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD- 21300-008084 (one per order) and SHIP KIT (RC Cable) 41577-000126 INCLUDED. HARD PADDLES, BATTERIES, CARRY CASE NOT INCLUDED.	2	\$33,295.00	\$4,145.23	\$5,000.00	\$24,149.77	\$48,299.54
2	11577-000004 - STATION BATTERY CHARGER AC OPERATION FOR STATIONARY APPLICATIONS, FOR USE WITH THE LI-ION 5.7 AMP BATTERY. INCLUDES AC POWER CORD, MOUNTING BRACKET AND OPERATING INSTRUCTIONS	2	\$1,682.00	\$293.42	\$0.00	\$1,388.58	\$2,777.16
3	21330-001176 - LI-ION BATTERY 5.7 AMP HOUR CAPACITY RECHARGEABLE LITHIUM-ION, WITH FUEL GAUGE	8	\$424.00	\$71.98	\$0.00	\$352.02	\$2,816.16
4	11171-000040 - M-LNCS PDTX,PED ADHESIVE SENSOR,20/BOX, REF 2510 M-LNCS PED ADHESIVE SENSOR,20/BOX, REF 2510	1	\$350.00	\$43.40	\$0.00	\$306.60	\$306.60
5	11171-000046 - M-LNCS DCI, ADULT REUSABLE SENSOR, REF 2501 M-LNCS DCI, ADULT REUSABLE SENSOR, REF 2501	2	\$295.00	\$44.31	\$0.00	\$250.69	\$501.38
6	11171-000049 - RAINBOW DCI ADT REUSABLE SENSOR, REF 2696 RAINBOW DCI ADT REUSABLE SENSOR, REF 2696	2	\$796.00	\$99.38	\$0.00	\$696.62	\$1,393.24
7	11577-000002 - LIFEPAK 15 Basic Carry Case w/ right & left pouches Includes shoulder strap 11577-000001	2	\$284.00	\$51.79	\$0.00	\$232.21	\$464.42
8	11220-000028 - Top Pouch Storage for sensors and electrodes. Insert in place of standard paddles.	2	\$50.00	\$7.28	\$0.00	\$42.72	\$85.44
9	11260-000039 - LP15 Rear Pouch for carrying case	2	\$73.00	\$12.62	\$0.00	\$60.38	\$120.76

Quote#: 1-271065270
 Rev#: 1
 Quote Date: 10/20/2014

Quote Products (continued)

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
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SUB TOTAL \$56,764.70
 ESTIMATED TAX \$0.00
 ESTIMATED SHIPPING & HANDLING \$0.00
GRAND TOTAL \$56,764.70

Trade-in Detail			
Product	Qty	Unit Value	Total Value
Pricing Summary Totals			
List Price:			\$76,692.00
NASPO #SW300 Contract Discount:			- \$9,927.30
Trade-ins:			- \$10,000.00

GRAND TOTAL FOR THIS QUOTE \$56,764.70

**TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER TO:
 # 800-732-0956, ATTN: REP SUPPORT**

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$10,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN. SIGN TO THE RIGHT:

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

 NAME

 TITLE

 DATE

Ref. Code: JY/14413001/1-4HDVAO

Notes:

Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Shipping and handling applies to ground transport only. Physio-Control will assess a \$10 handling fee on any order less than \$200.00.

Above pricing valid only if all items in quote are purchased (optional items not required).

To receive a trade-in credit, Buyer agrees to return the trade-in device(s) within 30 days of receipt of the replacement device(s) to Physio-Control's place of business or to an authorized Physio-Control representative. Physio-Control will provide instructions for returning the device(s) and will pay for the associated shipping cost.

In the event that trade-in device(s) are not received by Physio-Control within the 30-day window, Buyer acknowledges that this quote shall constitute a purchase order and agrees to be invoiced for the amount of the trade-in discount. Invoice shall be payable upon receipt.

Items listed above at no change are included as part of a package discount that involves the purchase of a bundle of items. Buyer is solely responsible for appropriately allocating the discount extended on the bundle when fulfilling any reporting obligations it might have.

If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Physio-Control, Inc. Technical Service Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf>

2 LIFEPAK 12 Biphasic 3 Feature trade ins

Trade-in values are a function of the market value and the condition of the device at the time of trade in, thus values may be subject to change. Please note that device serial numbers are required at time of order.

TERMS OF SALE

General Terms

Physio-Control, Inc.'s acceptance of the Buyer's order is expressly conditioned on product availability and the Buyer's assent to the terms set forth in this document and its attachments. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only on these terms, and the Buyer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by the Buyer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on the Buyer's purchase order or on other documents submitted to Physio-Control, Inc. by the Buyer. These terms may only be revised or amended by a written agreement signed by an authorized representative of both parties.

Pricing

Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Physio-Control, Inc. standard prices in effect at the time of delivery. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services covered by this document. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services covered by this document unless Physio-Control, Inc. receives a copy of a valid exemption certificate prior to delivery. Please forward your tax exemption certificate to the Physio-Control, Inc. Tax Department P.O. Box 97006, Redmond, Washington 98073-9706.

Payment

Unless otherwise indicated in this document or otherwise confirmed by Physio-Control, Inc. in writing, payment for goods and services supplied by Physio-Control, Inc. shall be subject to the following terms:

- Domestic (USA) Sales - Upon approval of credit by Physio-Control, Inc., 100% of invoice due thirty (30) days after invoice date.
- International Sales - Sight draft or acceptable (confirmed) irrevocable letter of credit.

Physio-Control, Inc. may change the terms of payment at any time prior to delivery by providing written notice to the Buyer.

Delivery

Unless otherwise indicated in this document, delivery shall be FOB Physio-Control, Inc. point of shipment and title and risk of loss shall pass to the Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from the Buyer, Physio-Control, Inc. will obtain transportation on the Buyer's behalf and for the Buyer's account.

Delays

Delivery dates are approximate. Physio-Control, Inc. will not be liable for any loss or damage of any kind due to delays in delivery or non-delivery resulting from any cause beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio-Control, Inc. inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control, Inc. and the Buyer's agreement and the delivery dates shall be extended for the length of such delay.

Inspections and Returns

Claims by the Buyer for damage to or shortages of goods delivered shall be made within thirty (30) days after shipment by providing Physio-Control, Inc. with written notice of any deficiency. Payment is not contingent upon immediate correction of any deficiencies and Physio-Control, Inc. prior approval is required before the return of any goods to Physio-Control, Inc. Physio-Control, Inc. reserves the right to charge a 15% restocking fee for returns. The Physio-Control Returned Product Policy is located at http://www.physio-control.com/uploadedFiles/support/ReturnPolicy_3308529_A.pdf.

Service Terms

All device service will be governed by the Physio-Control, Inc. Technical Services Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf>. All devices that are not under Physio-Control Limited Warranty or a current Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at then-current list prices prior to being covered under a Technical Service Support Agreement. If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Technical Service Support Agreement.

Warranty

Physio-Control, Inc. warrants its products in accordance with the terms of the standard Physio-Control, Inc. product warranty applicable to the product to be supplied. Physio-Control, Inc. warrants services and replacement parts provided in performing such services against defects in accordance with the terms of the Physio-Control, Inc. service warranty set forth in the Technical Service Support Agreement. The remedies provided under such warranties shall be the Buyer's sole and exclusive remedies. Physio-Control, Inc. makes no other warranties, express or implied, including, without limitation, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL, INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

Patent & Indemnity

Upon receipt of prompt notice from the Buyer and with the Buyer's authority and assistance, Physio-Control, Inc. agrees to defend, indemnify and hold the Buyer harmless against any claim that the Physio-Control, Inc. products covered by this document directly infringe any United States of America patent.

Miscellaneous

a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America. b) Through the purchase of Physio-Control, Inc. products, the Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products, and the Buyer expressly agrees not to reverse engineer or decompile such products or related software and information. c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the other party.

Physio-Control, Inc. | Lifesaving starts here.™

ADDRESS

11811 Willows Road NE
Redmond, WA 98052

PHONE

GENERAL
425 887 4000

TOLL-FREE
800 442 1142

www.physio-control.com

November 4, 2014

Clermont Fire Department
Captain Marty Johnson
439 W Hwy 50
Clermont, FL 34711

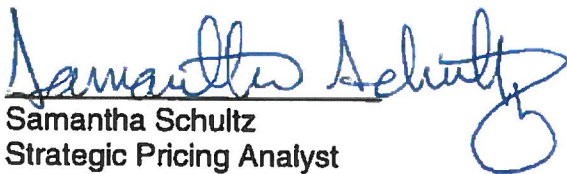
Dear Captain Johnson,

In response to your recent request, I am writing to confirm that Physio-Control, Inc. is the sole source provider in your marketplace for:

- New LIFEPAK® 15, 20e, and 1000 devices
- Our factory refurbished line of RELI devices
- LIFENET® Data Management Solutions
- The LUCAS® 2 Chest Compression System
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections, and repairs
- The PulsePoint Agency System

Physio-Control does not authorize any resellers to sell these products or services in your marketplace. We will not fulfill orders placed by non-authorized businesses seeking to resell our products. If you have questions, please feel free to contact your local Physio-Control sales representative or 1-800-442-1142.

Best regards,



Samantha Schultz
Strategic Pricing Analyst
Physio Control, Inc.
11811 Willows Road NE
Redmond, WA 98052-2003
rs.physiocontracts-south@physio-control.com

CITY OF CLERMONT, FLORIDA
FIXED ASSET DISPOSAL/TRANSFER FORM

Department Name:

FIRE DEPARTMENT

Date:

OCTOBER 21, 2014

Serial/Vin Number

UVLP12029006
SN 11245092

Brand/Make

PHYSIO CONTROL
2005

Model Number

LIFE PAK 12

Description of Asset:

LIFE PAK 12 EKG

- MONITOR
- DEFIBRILLATOR
- PACER
- SAO2
- 12 LEAD
- ETCO2

Reason for Disposal/Transfer:

- ☐ Not working & beyond repair
- ☐ Sold (a copy of sales receipt and/or other evidence of sale must accompany this form)
- ☒ Obsolete
- ☒ Trade-In
- ☐ No longer needed
- ☐ Other: please explain in detail

Transfer – Employee accepting responsibility for the above item:

Property Transferred to:

Date property transferred:

Signature of employees receiving property:

Comments:

Disposal

By my signature I represent under oath that the above facts are true and correct to the best of my knowledge.

Method of Disposal:

SURPLUS

Disposed by:

Carroll B. Butts

Date of Disposal: 1 / 1 / 14

Witnessed by:

Finance office use only:

Date notice of disposal/transfer received & recorded:

Recorded deletion/transfer fixed asset inventory records by:

**CITY OF CLERMONT, FLORIDA
FIXED ASSET DISPOSAL/TRANSFER FORM**

Department Name:

FIRE DEPARTMENT

Date:

OCTOBER 21, 2014

Serial/Vin Number

UVLP12029010

SN# 32658216

Brand/Make

PHYSIO CONTROL

2006

Model Number

LIFEPAK 12

Description of Asset:

LIFEPAK 12 EKG

- MONITOR
- DEFIBRILLATOR
- PACER
- SAO2
- 12 LEAD
- ET CO2.

Reason for Disposal/Transfer:

- ☐ **Not working & beyond repair**
- ☐ **Sold** (a copy of sales receipt and/or other evidence of sale must accompany this form)
- ☒ **Obsolete**
- ☐ **Trade-In**
- ☐ **No longer needed**
- ☐ **Other: please explain in detail**
- _____
- _____
- _____

Transfer – Employee accepting responsibility for the above item:

Property Transferred to:

Signature of employees receiving property:

Date property transferred:

Comments:

Disposal – By my signature I represent under oath that the above facts are true and correct to the best of my knowledge.

Method of Disposal:

Surplus

Disposed by:

Corey S. Bishop

Date of Disposal:

Witnessed by:

Finance office use only:

Date notice of disposal/transfer received & recorded:

Recorded deletion/transfer fixed asset inventory records by:



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 9, 2014		
Agenda Item Name		
Bid Award		
Requested Action		
Motion to approve contract between the City of Clermont and five engineering firms to provide on-call professional engineer services.		
Staff Report		
The evaluation committee recommends approval of the above action. Pursuant to Florida Statutes 287.055 the Consultant Competitive Negotiations Act or (CCNA), the Purchasing Division issued a Request For Qualification number 14-034 on June 17, 2014 to obtain the services of a qualified firm to provide on-call professional engineer services. The RFQ was fully competed, advertised and complies with the City of Clermont Purchasing Policy. There were thirteen (13) responses to the RFQ. An evaluation committee composed of five (5) City staff members (four voting members and one non-voting member) reviewed, scored and ranked the responses. The firms were ranked based on their qualifications, knowledge and experience. The top five firms were selected to enter into an on-call contract with the City of Clermont. These firms are: TetraTech, Inc.; AMEC Environmental; GAI Consultants, BESH, Inc.; and CPWG, Inc. The firms scope of work may include, but is not limited to, the following: water supply planning, waste water, surveying services, GIS modeling services, wetlands, erosion and sediment control, civil engineering, and road construction. The award recommendation is being made to the five most qualified engineer firms: TetraTech, Inc.; AMEC Environmental; GAI Consultants, BESH, Inc.; and CPWG, Inc.		
Legal Impact		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	Response Tabulation	RFQ 14-034 Response Tabulation.pdf
2.	Evaluation Summary	RFP 14-034 Evaluation Summary (Revised).pdf
3.	Ranking Order	RFQ 14-034 Ranking Order.pdf
4.	Legal Ad	RFQ 14-034 Ad.pdf
5.	TetraTech	TetraTech.pdf
6.	AMEC	AMEC.pdf
7.	GAI	GAI.pdf
8.	BESH	BESH.pdf
9.	CPWG	CPWG.pdf



RESPONSE TABULATION

RFQ 14-034, ON-CALL PROFESSIONAL CIVIL ENGINEER SERVICES
DUE DATE/TIME: JULY 31, 2014 AT 2:00 P.M. (EST)

COMPANY NAME	ADDENDUM 1	ADDENDUM 2	1-ORIGINAL, 5-COPIES
CPH, Inc. – Orlando, FL	Y	Y	Y
Germana Engineering and Associates, LLC – Clemmont, FL	Y	Y	Y
Motre, Co., LLC. – Royal Palm Beach, FL	N	Y	Y
Springstead Engineering, Inc. – Leesburg, FL	Y	Y	Y
GAI Consultants, Inc. – Orlando, FL	Y	Y	Y
Geosyntec Consultants – Lake Mary, FL	Y	Y	Y
JSK Consulting – Lakeland, FL	Y	N	Y
Dewberry Engineers, Inc. – Orlando, FL	Y	Y	Y
Littlejohn Engineering Associates, Inc. – Orlando, FL	Y	Y	Y
Cribb Philbeck Weaver Group, Inc. – Valrico, FL	Y	Y	Y
Booth, Ern, Straughan & Hiott, Inc. – Tavares, FL	Y	Y	Y
Tetra Tech, Inc. – Orlando, FL	Y	Y	Y
AMEC Environmental & Infrastructure, Inc. – Lakeland, FL	Y	Y	Y

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



City of Clermont Shortlist Summary **Revised 9/10/14**

RFP No. 14-034 PROJECT TITLE: On-Call Professional Civil Engineer Services

Meeting Location and Time:

August 15, 2014 at 1:00 P.M. 2nd Floor Conference Room

Selection Committee Members:

Terry Dykehouse

James Kinzler

Paul Roy

Stoney Brunson

Freddy Suarez (non voting member)

Shortlisted Firms:

Added Shortlisted Firms

Tetra Tech, Inc.; BESH, Inc.; CPH, Inc.; AMEC Environmental,
GAI Consultants, Geosyntec Consultants, Sprinstead Engineering,
Littlejohn Engineering, Dewberry Engineers, CPWG, Inc.

	Points Received	Points Received	Points Received	Points Received	Total Points
<u>CPH, Inc.</u>	80	87	88	86	341
<u>Germana Engineering</u>	59	74	53	52	238
<u>Motre, Co.</u>	56	62	48	64	230
<u>Sprinstead Engineering</u>	67	84	77	77	305
<u>GAI Consultants</u>	83	83	77	77	320
<u>Geosyntec Consultants</u>	68	91	73	74	306
<u>JSK Consulting</u>	57	67	49	65	238
<u>Dewberry Engineers</u>	69	78	73	79	299
<u>Littlejohn Engineering</u>	68	83	77	75	303
<u>CPWG, Inc.</u>	67	83	71	69	290
<u>BESH, Inc.</u>	81	91	86	90	348
<u>Tetra Tech, Inc.</u>	87	94	95	89	365
<u>AMEC Environmental</u>	75	90	79	81	325



PURCHASING DIVISION

October 13, 2014

RFQ 14-034, On-Call Professional Civil Engineer Services

The Evaluation Committee has ranked the shortlisted firms in the order provided below.

Company Name	Rank
TetraTech, Inc.	1
AMEC Environmental	2
GAI Consultants	3
BESH, Inc.	4
CPWG, Inc.	5
Littlejohn Engineering	6
CPH, Inc.	7
Dewberry Engineers	8
Geosyntec Consultants	9
Springstead Engineering	10

The Evaluation Committee has selected the top five ranked firms to negotiate a contract with the Purchasing Manager.

REQUEST FOR QUALIFICATIONS

The City of Clermont is requesting qualifications from qualified respondents interested in providing professional civil engineer services (RFQ 14-034). 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 23, 2014
June 30, 2014

CONTINUING SERVICES AND AGREEMENT FOR
ON-CALL CIVIL ENGINEER PROFESSIONAL SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____ 2014, by and between the CITY OF CLERMONT, FLORIDA, a municipal corporation under the laws of the State of Florida whose address is: 685 W. Montrose Street, Clermont, Florida, hereinafter referred to as "CITY" and TETRA TECH, INC., 201 E. Pine Street, Suite 1000, Orlando, Florida, hereinafter referred to as "ENGINEER."

WITNESSETH

WHEREAS, the CITY is in need of qualified and licensed ENGINEER services related to various municipal projects;

WHEREAS, the CITY, in accordance with Section 287.055, Florida Statutes, solicited proposals for professional services as more fully described and set forth in On-Call Professional Civil Engineer Services RFQ 14-034; and

WHEREAS, the ENGINEER submitted a proposal to provide said services and has represented to CITY that it is qualified and desires to perform said services in accordance with the terms and conditions contained herein, and all applicable law and professional standards;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM

- 1.1 This Agreement is to become effective upon execution by both parties, and shall remain in effect for a three (3) year term, unless terminated as provided for herein. Additionally, the parties agree that the term may be extended upon mutual agreement for periods of one (1) year, but such option to extend may only be utilized three (3) times unless authorized by the City Council for additional extensions.
- 1.2 The term of any task authorization/work order, as described in Section 2 hereof shall be as set forth in such task authorization/work order, and all of the terms and conditions of this Agreement shall survive until completion of all task authorizations/work orders.

2.0 DESCRIPTION OF SERVICES

- 2.1 It is expressly understood and acknowledged that nothing herein shall obligate or guarantee to ENGINEER any agreement or task authorization and CITY expressly reserves the right to exercise its option to issue any such agreements to any qualified firm or entity in accordance with all applicable laws, ordinances, policies and/or regulations.

- 2.2 The CITY shall make request of ENGINEER to provide professional engineering and other related consulting services on a task basis. The CITY will communicate with ENGINEER, verbally or in writing, a general description of the task to be performed. The ENGINEER will generate a detailed Scope of Work document, prepare a Schedule, add a not-to-exceed-budget to accomplish the task, and send the thus developed "Task Proposal" to the CITY. If a site visit by ENGINEER is needed to generate the scope document, ENGINEER shall request approval prior to visiting the site. The CITY will review the proposal, and if the description is mutually acceptable, the parties will enter into a written "task authorization or work order". The Scope of Services generally to be provided by the ENGINEER shall be as provided and contemplated by the CITY in that certain RFQ 14-034, and ENGINEER'S response thereto, which are expressly incorporated herein and made a part hereof as if restated.

ENGINEER shall not be authorized to proceed until the CITY has issued a Notice to Proceed to the ENGINEER. Upon receipt of the signed Task Authorization and a Notice to Proceed from the CITY, the ENGINEER shall perform the services set forth in the task authorization/work order.

- 2.3 ENGINEER shall provide CITY'S designated project manager with monthly time sheets or labor cost statements for services rendered during the preceding month. Each time sheet shall state the names and classifications of all personnel who performed services during said month under the task authorization, and the number of hours worked by each.

3.0 CHANGES IN THE SCOPE OF WORK

- 3.1 CITY may make changes in the services at any time by giving written notice to ENGINEER. If such changes increase (additional services) or decrease or eliminate any amount of work, CITY and ENGINEER will negotiate any change in total cost or schedule of modifications. If the CITY and ENGINEER approve any change, the task authorization/work order will be modified to reflect the changes; and ENGINEER shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by CITY'S and ENGINEER'S designated representatives.

- 3.2 All of CITY'S said task authorizations/work orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

- 4.1 ENGINEER shall perform services in conformance with the mutually agreed upon schedule set forth in the negotiated task authorization. ENGINEER shall complete all of said services in a timely manner and will keep CITY fully informed of the status of work on a reasonable basis in relation to the scope of the project or at least monthly. Should ENGINEER fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed upon schedule at no additional cost to the CITY.

- 4.2 No extension for completion of services shall be granted to ENGINEER without CITY'S prior written consent, except as provided in Sections 3.1 and 20.0 herein.

5.0 METHOD OF PAYMENT FOR SERVICES AND EXPENSES

5.1 DEFINITIONS:

5.1.1 The "ENGINEER's Professional Services Fee Schedule" as set forth in Exhibit "A", attached hereto and incorporated herein, are used as a basis for payment for services pursuant to Paragraphs 2.0 and 3.0. These fee schedules shall include wages, salaries, taxes, insurance, overhead and profit. The hourly salary rates set forth in the Fee Schedule are firm for the initial term of the contract (3 years), but are subject to an equitable adjustment that is to be negotiated prior to the renewal of the Agreement. Any adjustments to the Fee Schedule must be mutually agreed to by the CITY and ENGINEER.

5.1.2 The "ENGINEER's Reimbursable Expenses Schedule" as set forth in Exhibit "B", attached hereto and incorporated herein, as provided by the ENGINEER, is used as the basis for payment for actual costs of all reimbursable expenses incurred in connection with the services rendered.

Reimbursable expenses are limited to: printing, travel (not ordinary to the project) and the purchase of specialized software or equipment specific to the task authorization, which are directly in connection with the project and been pre-approved by the City. Said reimbursable expenses shall be passed through at a cost factor of 1.0.

5.1.3 The "Deliverables" are defined as plans, reports, findings, specifications, or anything else that is the end product or work performed by the ENGINEER or the CITY. ENGINEER shall, within such time constraints as may be set forth in the work order, submit to CITY the deliverables as identified in the work order; and ENGINEER shall, upon completion of all work, submit to the CITY all information developed in the course of the consulting services. ENGINEER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to CITY all material furnished to ENGINEER, provided the CITY identifies those materials in writing.

5.2 PAYMENT/COMPENSATION:

CITY agrees to pay or compensate the ENGINEER for the professional services performed on each task authorization/work order in accordance with one of the following methods, unless otherwise provided herein or in the task authorization/work order.

5.2.1 Not to exceed cost based upon the "ENGINEER's Professional Services Fee Schedule."

5.2.2 Lump sum cost based upon the “ENGINEER’s Professional Services Fee Schedule.”

5.3 SERVICES-ADDITIONAL: CITY shall pay ENGINEER as follows:

5.3.1 Professional Associates, ENGINEERs and/or Subcontractors: For services and expenses of independent associates, ENGINEERs and/or subcontractors employed by ENGINEER, the amount invoiced to ENGINEER times a factor of 1.0 for invoices to the CITY.

5.3.2 Expert Witness: For any litigation, arbitration or other legal or administrative proceeding for any time spent in preparation for such litigation, for on the same basis as set forth in Paragraph 5.1 and 5.3.1.

5.4 Times of Payments: At monthly intervals, ENGINEER shall submit statements for services, additional services rendered and for reimbursable expenses incurred. The statements will be based upon ENGINEER’S actual manpower expended and actual expenses incurred within the billing period.

5.4.1. As a condition precedent to receiving payment, ENGINEER shall have been authorized to proceed by CITY, shall not be in default of any of the terms and conditions of this Agreement and shall provide to CITY an invoice. The invoice shall be forwarded to CITY, no more frequently than once per month, and signed by an authorized representative of ENGINEER related to the applicable monthly installment payment. The invoice shall include a statement identifying the period for which it applies and the sub-tasks or portions thereof, completed by the specific task authorization/work order, and specifically set forth the percent of completion of each sub-task for which compensation is being requested.

5.4.2. All invoices submitted for compensation shall include a statement by ENGINEER that states as follows:

“This statement sets forth only actual time spent by the firm’s employees and does not contain any unit billing, multipliers, or other devices that permit payment for more than actual time spent.”

5.4.3. CITY shall pay all valid, approved, and undisputed invoices within thirty (30) days of receipt from ENGINEER. In the event that CITY disputes any invoice submitted, it shall advise ENGINEER, in writing, and said invoice shall not be deemed due and payable under this agreement. Neither the CITY’S review, approval or acceptance of, nor payment for, any services provided hereunder shall be construed to operate as a waiver of any rights under this Agreement and the ENGINEER shall be liable to CITY for any and all damages to CITY caused by the ENGINEER’S negligent or wrongful performance of any of the services furnished under this Agreement.

5.5 Other Provisions Concerning Payments:

- 5.5.1 In the event of termination by CITY under Section 19.0 during the performance of the services, payments due ENGINEER up to the point of termination, including payments for services rendered, and all costs incurred shall constitute total payment for such services.
- 5.5.2 Records of ENGINEER'S Salary Costs and Expenses pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting principles. These records will be made available to CITY for audit upon request by CITY. Copies will be made available to CITY on request prior to final payment for ENGINEER'S services.
- 5.5.3 A separate invoice must be submitted for each individual task authorization. Invoices must show a breakdown of the number of hours worked by each person charging time to the task authorization, hourly salary cost and any reimbursable expenses.

6.0 RIGHT TO INSPECTION

- 6.1 CITY or its agents shall at all times have the right to review or observe the services performed by ENGINEER.
- 6.2 No inspection, review, or observation shall relieve ENGINEER of its responsibility under this Agreement.

7.0 PROGRESS MEETING

CITY'S designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently, if required, during the term of any task authorization entered into under this Agreement. ENGINEER'S Project Manager and all other appropriate personnel shall attend such meetings as designated by CITY'S Project Manager, and ENGINEER shall be compensated at the billing rates set forth in Article 5.0

8.0 SAFETY

- 8.1 ENGINEER agrees to comply with CITY'S published safety standards while on the property of CITY. A copy of these standards is provided in Exhibit "C", attached hereto and incorporated herein.
- 8.2 ENGINEER shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services provided hereunder.

9.0 REASONABLE ACCESS

During the term of this Agreement, CITY shall grant ENGINEER reasonable access to the CITY'S premises for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE AND HOLD HARMLESS/INDEMNIFICATION

ENGINEER and/or any CITY approved subcontractors or sub ENGINEERs shall maintain in force during the term of this Agreement, at its own expense, insurance as set forth below and shall be bound by the terms of the Hold Harmless/Indemnification provisions expressed therein.

Worker's Compensation – as required by applicable state statute.

Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage and \$2,000,000 in the aggregate. The General Liability policy shall include the commercial form, contractual liability and independent contractor's coverage.

Automobile Liability - \$1,000,000 combined single limit for bodily injury and property damage. The Automobile Liability policy shall include the business form, owned, hired and non-owned coverage.

Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate.

Property Coverage – Property coverage in limits sufficient to remedy the loss, and/or loss of use of, valuable papers and records, and any other property of the party utilized in connection with the City.

The General Liability and Automobile Liability shall each contain an endorsement naming the City as an additional insured as to any liability arising out of insured party's performance pursuant to this agreement. The Worker's Compensation and Employer's Liability coverage shall contain an endorsement waiving subrogation as against the City.

Indemnification – ENGINEER shall indemnify and hold harmless and defend the Client and its employees from any liability, settlements, loss of costs of any kind, whether actual or threatened, (including reasonable attorney's fees and cost of defense) to the extent caused by the negligent act, error or omission of ENGINEER in the performance of services under this Agreement.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

ENGINEER shall comply with all requirements of federal, state and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of this Agreement.

12.0 REPRESENTATIONS

- 12.1 ENGINEER represents that the services provided hereunder shall conform to all requirements of this Agreement, RFQ 14-034 and ENGINEER'S response thereto; shall be consistent with recognized and sound professional engineer practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the services rendered.
- 12.2 ENGINEER represents that the personnel furnishing such services shall be qualified and competent to perform the services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.
- 12.3 Subject to the provisions of this Section, should ENGINEER breach the warranties set forth herein, CITY shall have such remedies as may be provided at law or equity.
- 12.4 Without limiting the generality of the foregoing, if the ENGINEER completes its services under any task authorization entered into hereunder, and the ENGINEER'S services are non-complying, defective, or otherwise improperly performed and CITY notifies ENGINEER in writing that a defect, error, omission or noncompliance has been discovered in ENGINEER'S services, ENGINEER shall, at the option of CITY: a) correctly re-perform such non-complying, defective, or otherwise improperly performed services at no additional cost to CITY; b) refund the amount paid by CITY attributable to such non-complying, defective or otherwise improperly performed services; or c) if ENGINEER fails to take action under a) above, at ENGINEER'S sole expense, otherwise cure or have cured any such non-complying, defective, or otherwise improperly performed services.
- 12.5 The only representations made by ENGINEER are those expressly enumerated in this provision. Any other statements of fact or descriptions expressed in the Agreement or any attachments thereto, shall not be deemed to constitute a warranty of the work or any part thereof.

13.0 GUARANTEE AGAINST INFRINGEMENT

ENGINEER guarantees that all services provided under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, ENGINEER shall indemnify and hold harmless CITY, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual infringement of any patent, copyright, or trademark resulting from the use of any goods, services, or other items provided under this Agreement. Notwithstanding the foregoing, ENGINEER may elect to provide non-infringing services.

14.0 DOCUMENTS

- 14.1 Upon CITY'S or its designated Project Manager's request, at any time during the term of this Agreement or upon completion or termination of this Agreement, ENGINEER shall provide CITY or its designated Project Manager with a copy of all documents and electronic files prepared by ENGINEER under this Agreement or any Task Authorization hereunder. CITY understands that re-use of any documents for any other purposes, shall be at the CITY'S own risk.
- 14.2 The parties acknowledge that the CITY is a Florida municipal corporation and subject to the Florida Public Records Law, therefore, to the extent applicable to it, ENGINEER agrees to comply with the terms thereof with regard to any and all documents related to the CITY.
- 14.3 Drawings, specifications, reports, program, manuals, calculations, supporting design documentation or other documents, including all documents on electronic media, provided by the ENGINEER or their sub-ENGINEERS, prepared under this Agreement shall be come property of the CITY. Conformed documents, record documents and final written documents shall be provided electronically in a form specified by the CITY. The CITY agrees to release ENGINEER from any liability that may result from the re-use of documents or modifications thereof, by the CITY of its representatives for any other purpose other than the original intent of this Agreement, without written authorization by the ENGINEER. ENGINEER will retain all common law, statutory, and other reserved rights, including the copyright thereto.

15.0 ASSIGNMENT

- 15.1 ENGINEER shall not assign or subcontract this Agreement, any task authorization hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of CITY.
- 15.2 If, upon receiving written approval from CITY, any part of this Agreement is subcontracted by ENGINEER, ENGINEER shall be fully responsible to CITY for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.
- 15.3 If CITY determines that any subcontractor is not performing in accordance with this Agreement, CITY shall so notify ENGINEER who shall take immediate steps to remedy the situation.
- 15.4 If any part of this Agreement is subcontracted by ENGINEER, prior to commencement of any work by the subcontractor, ENGINEER shall require the subcontractor to provide CITY and its affiliates with insurance coverage as set forth by the CITY'S Risk Management.

16.0 INDEPENDENT ENGINEER

At all times during the term of this Agreement, ENGINEER shall be considered an independent ENGINEER.

17.0 CONFLICT OF INTEREST

ENGINEER shall not undertake any task on behalf of the CITY where ENGINEER has a conflict of interest arising out of a past or present professional relationship with another client. The ENGINEER shall notify the CITY in writing of any conflict of interest or potential conflict of interest should arise.

18.0 DEFAULT

If during the term of this Agreement, ENGINEER shall be in default of any of the material provisions of this Agreement, CITY may suspend its performance hereunder until such delinquency or default has been corrected; provided, however that no suspension shall be effective unless and until CITY gives written notice of the default to ENGINEER with at least ten (10) days to cure such default. If ENGINEER fails to correct such delinquency or default within thirty (30) days of suspension by CITY, CITY may terminate this Agreement.

19.0 TERMINATION

Notwithstanding any other provision of this Agreement, CITY may, upon written notice to ENGINEER, terminate this Agreement if: a) without cause and for convenience upon thirty (30) days written notice to ENGINEER b) ENGINEER is adjudged to be bankrupt; c) ENGINEER makes a general assignment for the benefit of its creditors; d) ENGINEER fails to comply with any of the conditions of provisions of this Agreement; or e) ENGINEER is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy CITY may have under this Agreement. In the event of such termination, CITY shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work, properly performed and accepted prior to the effective date of termination.

20.0 FORCE MAJEURE

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God: fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to CITY'S affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstances of Force Majeure remain in effect for sixty (60) days, either party may terminate this Agreement.

21.0 GOVERNING LAW & VENUE

This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue shall be Lake County, Florida, or the United States District Court in and for the Middle District of Florida.

22.0 HEADINGS

Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

23.0 SEVERABILITY

In the event any portion or part of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.

24.0 WAIVER AND ELECTION OF REMEDIES

- 24.1 Waiver by either party of any terms, condition, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.
- 24.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

25.0 THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CITY and ENGINEER.

26.0 PROHIBITION AGAINST CONTINGENT FEES

ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

27.0 ENTIRE AGREEMENT

Except as otherwise state, this Agreement, including the schedules, attachments, appendixes and exhibits attached hereto, constitutes the entire agreement between CITY and ENGINEER with

respect to the services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

28.0 SOVEREIGN IMMUNITY

Nothing contained in the Agreement shall be construed as a waiver of the CITY'S rights to sovereign immunity under Section 768.28, *Florida Statutes*, or other limitations imposed on the CITY'S potential liability under state or federal law.

29.0 NOTICE

Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

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

ENGINEER: Tetra Tech, Inc.
Jon D. Fox, P.E., Vice President
201 East Pine Street, Suite 1000
Orlando, FL 32801

Either party may change the name of the person receiving notices and the address at which notices are received by so advising the other party in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below:

CITY OF CLERMONT, FLORIDA

BY:

Gail Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

TETRA TECH, INC.

BY: 

Leslie L. Shoemaker, Senior Vice President
Printed Name and Title

ATTEST:



(CORPORATE SEAL)





TETRA TECH

EXHIBIT A

Schedule of Hourly Rates

Engineering and Consulting Services (ECS)

Hourly Billing Rates for: TT IER

Rates Effective Starting: February 10, 2014

Personnel	Hourly Rate
Management	
Project and Program Management	
Project Manager 1	\$160.00
Project Manager 2	\$175.00
Sr Project Manager	\$200.00
Program Manager	\$225.00
A/E Services	
Engineers	
Engineer 1	\$85.00
Engineer 2	\$110.00
Engineer 3	\$125.00
Project Engineer 1	\$135.00
Project Engineer 2	\$165.00
Sr Engineer 1	\$215.00
Sr Engineer 2	\$220.00
Sr Engineer 3	\$225.00
Principal Engineer	\$240.00
Sci Svcs	
Scientists	
Scientist 1	\$80.00
Scientist 2	\$95.00
Scientist 3	\$100.00
Sr Scientist 1	\$135.00
Sr Scientist 2	\$165.00
Sr Scientist 3	\$195.00
Surveying	
Survey Tech 1	\$55.00
Survey Tech 2	\$75.00
Survey Crew Chief	\$95.00
Surveying Specialist	\$100.00
Land Surveyor	\$110.00
Sr Land Surveyor	\$75.00



Schedule of Hourly Rates

Engineering and Consulting Services (ECS)

Hourly Billing Rates for: TT IER

Rates Effective Starting: February 10, 2014

Personnel	Hourly Rate
Project Support	
Computer Aided Design (CAD)	
CAD Technician 1	\$60.00
CAD Technician 2	\$65.00
CAD Technician 3	\$70.00
CAD Designer	\$85.00
Sr CAD Designer 1	\$105.00
Sr CAD Designer 2	\$120.00
CAD Director	\$130.00
Geographic Information Systems (GIS)	
GIS Analyst 1	\$65.00
GIS Analyst 2	\$80.00
Sr GIS Analyst	\$90.00
GIS Application Developer	\$130.00
Sr GIS Application Developer	\$160.00
Business Support	
Project Administration	
Project Assistant 1	\$65.00
Project Assistant 2	\$70.00
Project Administrator	\$85.00
Sr Project Administrator	\$90.00

EXHIBIT B



TETRA TECH

Schedule of Hourly Rates

Engineering and Consulting Services (ECS)

Hourly Billing Rates for: TT IER

Rates Effective Starting: February 10, 2014

Reimbursable Expenses

Rate

Reimbursable Expenses

Subcontractor

At cost

Mileage:

Auto

IRS Standard Rate

Truck

125% of IRS Standard Rate

Out of Pocket Expenses

Cost

Special Equipment

Cost

Printing, Copies per sheet

8½" x 11" B/W

\$0.10

8½" x 11" Color

\$0.75

11" x 17" B/W

\$0.15

11" x 17" Color

\$1.00

24" x 36" B/W

\$0.75

GBC Binding (each)

\$2.00

Coil Binding (each)

\$3.00

EXHIBIT C



City of Clermont, Florida Safety Program Policy

(Replaces Safety Policy dated November 24, 1998)

A. Purpose

The City of Clermont (City) is committed to ensuring that employees have safe and healthy conditions in which to work. This obligation is owed to each employee and citizen of Clermont, since there is a direct relationship between the personnel and monetary cost of accidents and the ability to provide reliable cost-effective services.

B. Scope

The provision set forth in this safety policy shall apply equally to all City employees, and for the purpose of this policy volunteers shall be considered employees.

C. Directive

Identification and correction of all safety hazards and issues must have immediate and decisive action. Effective implementation of a comprehensive safety program depends upon the commitment of all City employees to reduce occurrences of preventable accidents and injuries. Through education and the promotion of safe work habits, all employees will understand what is expected. Safety must be an ongoing and essential part of all employees' work day.

D. Guidelines

The City's Safety Program consists of several key elements:

1. Responsibilities of Management, Supervisors, and Employees – Safety responsibilities at every level of the City must be clearly defined in writing and relayed through training.
2. Written Practices and Training Programs – Specific written safety practices and training programs clearly define safety expectations that are necessary to prevent exposures, fatalities and serious injuries.
3. Safety Meetings – Safety meetings are held and provide an opportunity to discuss a variety of safety topics.
4. Safety Action Team (SAT) – The Safety Action Team's main function is to facilitate and improve the safety of all City Employees.

5. Corrective Action/Disciplinary Policy – The Personnel Policy, Employee Disciplinary Procedure defines how safety rules will be fairly and consistently administered when not adhered to.

The City Manager shall establish procedures to implement this policy.

Approved and adopted by the Clermont City Council by resolution number 2013-29 on October 8, 2013.



City of Clermont, Florida

Safety Program Procedure

Effective: October 9, 2013

(Replaces Safety Policy dated November 24, 1998)

A. Purpose

The purpose of this document is to provide an overall written description of the City of Clermont's (City) Safety Program.

B. Scope

The provision set forth in this safety policy shall apply equally to all City employees, and for the purpose of this policy volunteers shall be considered employees.

C. Employee Duties and Responsibilities

Employees must participate in, abide by, and be accountable for the City's safety program. There are many ways in which employees can be involved and remain informed.

1. **Safety Action Team (SAT)** – The SAT is comprised of a variety of talents of employees and representation from all the departments. The periodic forum allows for employee input on safety matters including the presentation of concerns and recommendations for improving overall employee safety, review of injuries/accidents and development of preventative corrective measures, and evaluation and promotion of safety training programs.
2. **Correction/reporting of safety hazards** – Employees are empowered to correct unsafe conditions within his/her power to correct, other items should be reported to a supervisor/manager immediately.
3. **Reporting injuries/illnesses and accidents** – Reporting all injuries/illnesses and accidents to the supervisor, regardless whether medical attention is sought. Near miss injuries and accidents should also be reported.
4. **Participation in safety training** – Employees must receive the proper safety training required by his/her job assignment. Supervisors/managers are directly responsible for ensuring that employees receive the required training.
5. **Conducting safety meetings** – Supervisors/managers are responsible for conducting safety meetings or "just in time" training topics, topics discussed or presented in SAT meetings, or topics pertinent to the respective work area. Employees are encouraged to volunteer to present safety topics (topics provided by the supervisor/manager) to fellow co-workers.

6. Conducting safety training for new/current employees – Supervisors/managers are responsible for conducting or coordinating the facilitation of safety training for new and current employees. Employees may be asked to conduct specific safety training pertinent to the respective work area by the supervisor/manager.

D. Management/Supervisory Duties and Responsibilities

1. Policy – The City has established a Safety Program Policy, which has been approved by the City Council.
2. Involvement – Management involvement consists of management showing a hands-on involvement in the City's Safety Program. This is accomplished by numerous means including, support of the SAT, conducting/ensuring investigations be conducted into injuries/illnesses and property damage, and discussing safety topics at meetings. Observing management involvement encourages employees to become more personally involved in safety and fosters a caring, trusting relationship between employees and management.
3. Role and Responsibility – Managers/supervisors are directly responsible for the safety of employees, and must empower employees to take action on safety issues. Empowerment allows employees to take ownership of safety issues and follow issues through to completion. The role and responsibility of managers/supervisors includes the following:
 - a. Being well versed in the content and application of the City's Safety Policy, Procedure and departmental specific safety requirements and guidelines.
 - b. Monitoring employee workplace safety compliance including the use of personal protective equipment (PPE) and other issued safety equipment.
 - c. Encouraging employees to report unsafe work conditions and practices, and empower employees to have the authority to identify and correct safety issues when immediately necessary.
 - d. Encouraging employees to be involved in the City's safety program(s). Allotting time for employees to work on safety issues and volunteer as members on the SAT.
 - e. Being a safety mentor to employees and always leading by example.
 - f. Providing specific safety training to employees, including area specific.
 - g. Attending supervisor safety training courses when offered.
4. Corrective Actions/Discipline – Department Directors will ensure enforcement of safety requirements and respond to non-compliance with progressive or non-

progressive corrective action/discipline dependent upon the severity of the infraction and other pertinent factors.

E. Work Area Safety and Maintenance

1. All employees are responsible for the safety of his/her work area. Employees must practice safe work habits, as work-related accidents can be avoided. Employees should report all safety matters (e.g., trip hazards, broken equipment, etc.) to his/her supervisor immediately so that the issues can be corrected.
2. Managers/supervisors continually observe workplace conditions and correct unsafe conditions and work practices.
3. The Public Works Department conducts maintenance and repair of buildings, building systems, facility sites, and vehicles and equipment. Preventative maintenance services are conducted at intervals specified in maintenance procedures, manuals, and as determined by Public Works. Repairs are completed on an "as needed" basis. Facilities are surveyed to determine and schedule predictable maintenance and repairs. Public Works schedules, tracks and records all maintenance and repairs, including re-occurring preventative maintenance items.

F. Injury/Accident Reporting and Supervisor Investigation

All injuries/illnesses and accidents involving City property, vehicles, or equipment must be reported to a supervisor immediately, no later than the same workday. This includes non-employee injuries occurring on City property. Medical assistance should be summoned without delay in all instances, should immediate care be necessary.

The employee and supervisor injury/illness and/or accident form(s) shall be completed. All reported injuries/illnesses and accidents must be investigated by a supervisor as soon as possible, within twenty-four (24) hours of the supervisor being informed of the injury/accident.

Supervisors shall make a thorough report concerning all details involved. The information gained from investigation reports can be utilized to identify and correct unsafe conditions and work practices.

The Department Director should be made aware of all injuries/illnesses and accidents, and he/she ensure all required paperwork is completed. The Police Department will investigate accidents where damage to private vehicles/property involves City employees, vehicles and/or equipment.

Employees must not admit or offer a settlement in situations involving non-employees and/or non-City property. Employees will only discuss the circumstances surrounding an incident with a supervisor, manager, department director and/or investigating law enforcement officer.

All investigation reports are reviewed by the SAT. The SAT discusses the preventability of injuries/illnesses and accidents, whether appropriate action has been taken to prevent future incidences, and make recommendations of additional action if necessary.

G. Trend Analysis

Part of the process of minimizing injuries/illnesses and accidents involves reviewing causes determined by reports and investigations to identify trends. If a trend is detected, a plan of action will be determined and acted upon. The plan of action may consist of specific training, personal protective equipment, and/or other safety initiatives.

H. Safety Training

Safety training is the responsibility of the City, management, and employees.

1. All Employees are required to participate in general safety training delivered to all employees through New Employee Orientation, Area Specific Orientation and departmental specific safety topics.
2. Supervisors, managers, and directors are required to attend the programs above, and supervisors may also be required to attend specialty training programs depending on the requirements for the respective work areas.
3. Managers/supervisors will conduct or coordinate the facilitation of other specialty training programs which may be required of employees depending on the specific work area, e.g., Hazard Communication, Hearing Conservation, Bloodborne Pathogen, Respiratory Protection, Lockout/Tagout, Confined Space Entry, Ladder Safety, Proper Lifting, Respiratory Protection, and Powered Industrial Vehicle Operation.

I. Contractor Safety

The City's vendor selection process for the purchase of commercial goods and services typically includes documentation that specifies minimum contractor qualifications, contractor selection criteria, Insurance requirements and specific information about the contract work to be performed. Contractors are required to meet the Federal, State, Local and/or any other safety-related requirements stated in this documentation and provide confirming information to the contract administrator, Purchasing Manager, or Human Resources upon request. Contractors are responsible for training employees in all safety program requirements.

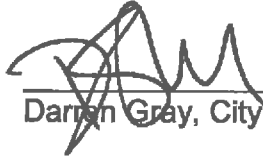
J. Record Keeping

Records will be maintained by the responsible department, for example Finance/Purchasing will maintain vendor selection records, Public Works will maintain

facility maintenance records, Human Resources will maintain New Employee Orientation and Area Specific Orientation training records, and each department shall maintain employee specific work area training records (e.g. Powered Industrial Vehicle training documents for each employee within the department).

K. Authority

The authority to issue or revise this Procedure is reserved to the City Manager. The City Manager may authorize exceptions to this procedure when deemed appropriate.



Darren Gray, City Manager

10/9/13

Date

Appendix A

Common Safety Rules/Guidelines

The following safety rules or guidelines are generic in nature and apply to all City employees. Department specific safety rules and/or guidelines are developed by the departments as necessary.

Vehicle Safety

- All vehicles are inspected in accordance with Appendix B of this procedure.
- Employees will not operate a vehicle that has been determined to be unsafe until repairs or corrective action has been made.
- Any employee operating a City vehicle will be in possession of a current, valid Florida driver license issued for the type, class or weight of the vehicle being operated. An employee must notify his/her Department Director of any suspension or revocation of driver license.
- Any employee operating a City vehicle shall observe all applicable traffic laws, including wearing a seatbelt. Employees shall drive with courtesy and respect for other motorists.
- Any employee backing a large truck or other sight-restricted vehicle, in which the vehicle is not equipped with functioning rearview cameras, shall enlist the assistance of another employee in backing the vehicle. The assisting employee will act as a spotter to aid the driver in safely backing the vehicle.

Lifting Safety

- Most City employees will be required to lift or move materials or equipment as part of his/her assigned work.
- Material storage will be arranged to permit safety handling, heavier materials will be stored at or near floor level. Other materials should not be stored above eye level to reduce the need for a ladder or reaching above the employee's head.
- An employee should not attempt to lift an object or material that is close to the employee's physical capability. Employees should solicit the help of another employee or use a material handling device.
- Lifting technique is important in preventing an injury.
 - Position feet close to the object being lifted
 - Center body over the object
 - Bend knees and grasp the object firmly
 - Lift straight up and smoothly, and let legs (not back) do the work
 - Do not twist or turn body once the lift has been made
 - Object should be carried steady and close to the body

- Sudden twisting or turning could result in a back injury

Electrical Safety

- Employees working with or around electrical equipment must practice safe work habits.
- Malfunctioning electrical appliances and power tools shall be tagged and removed from use until repairs are made. If appliance/tool cannot be repaired, the unit may be replaced.
- Extension cords are intended for temporary use, and shall not substitute permanent wiring.
- Electrical outlets and circuits must not be overloaded. The use of cube taps or multi-plug adapters is not permitted.
- Grounding plugs will be used as intended, and must not be altered by the removal of the grounding prong. Grounding adapters will not be used in place of grounding receptacles.
- Electrical cords that are defective, frayed or otherwise considered unsafe must be replaced. Employees must not consider makeshift repairs with splices and electrical tape as sufficient enough to allow the continued use of a damaged electrical cord.
- Ground Fault Circuit Interrupters will be used for all portable tools. Emergency generators will be installed and grounded per manufacturer's guidelines.
- Most electrical work will be performed by a licensed industrial electrician or appropriately trained employee. Employees involved in performing minor electrical repair work will ensure that the circuit involved is de-energized and that the switch or circuit breaker controlling the circuit is tagged or locked out while the repair is conducted.

Fire Safety and Prevention

- The absolute best defense against any fire is prevention. Employees must be aware of the many potential causes for fire in the workplace and must report any possible problem areas to a supervisor for corrective action.
- Good housekeeping is important in any fire prevention effort. Allowing combustible debris and clutter to accumulate will increase the opportunity for a fire to occur and spread rapidly. Employees must keep his/her workplace free of debris and other unnecessary combustible storage.
- The storage of flammable and combustible liquids shall be in a manner approved by the Fire Department. Approved safety cans, flammable liquid cabinets and specially designed storage rooms are generally acceptable for the storage of flammable and combustible liquids. Supervisors will ensure that the storage and

handling of flammable and combustible liquids within his/her work area complies with fire regulations.

- Smoking by employees or the general public is prohibited in many locations by fire and/or health regulations. Employees shall not smoke in any City buildings, vehicles, or in any areas where "No Smoking" signs are posted. Supervisors will monitor employees for compliance in "No Smoking" areas.
- Fire extinguishers will be provided where needed in City buildings and vehicles. Employees will become familiar with the locations of fire extinguishers in the work area. Training will be provided in the proper use of fire extinguishers by the supervisor or the Fire Department.
- In case of fire, the employee must immediately dial 911 and report the fire to the Fire Department. After reporting the fire, the employee must ensure that all affected persons are evacuated to a safe area. Doors should be closed where available to isolate the fire area from the remainder of the structure.
- If caught in smoke, individuals should crawl and stay low. Cleaner, cooler air will be nearer to the floor, and heat, smoke and noxious gases will rise toward the ceiling.
- Employees should always keep an unobstructed exit path when attempting to extinguish a fire. It is important to remember that fire extinguishers are only intended to be used on small fires in their beginning stages. In the event of a large fire, or if a small fire is not able to be extinguished, the area should be evacuated and allow the fire department to handle the situation.

First Aid

First aid kits are available in City buildings and vehicles. Employees should familiarize themselves with the location and content of first aid kits in the work area.

Well stocked First-Aid kit(s) for employee use will be maintained.

- The basic inventory of each first aid kit is reviewed and renewed as needed at periodic SAT meetings. Records of reviews and replenishments shall be maintained by the respective departments.
- These kits will be located so as to allow easy and quick access. First-aid kits and required contents are to be maintained in a serviceable condition.
- All items which must be kept sterile must be individually wrapped and sealed. Items such as scissors, tweezers, tubes of ointments with caps, or rolls of adhesive tape, need not be individually wrapped, sealed, or disposed of after a single use or application.

Employees are not required to perform first aid as part of their job duties. Any employee can voluntarily assist another employee with open wounds, after taking personal protective

Aids/HIV and Hepatitis B are the primary infectious diseases of concern in blood. All blood should be assumed to be infectious. These diseases can both be deadly. In the event of a bleeding injury where first aid is needed, use gloves if possible to prevent exposure to blood or other potentially infectious materials. The injured person can often help by applying pressure to the wound. Gloves are available in the first aid kits. Employees exposed to blood while giving first aid should wash immediately with soap and water and report the incident to a supervisor.

Immediate professional emergency medical assistance shall be summoned by dialing 911 for any employee or citizen suspected to be seriously injured or ill.

Appendix B

Safety Inspections

Workplace Inspections

- Supervisors will monitor workplace safety conditions daily, and ensure that work areas are maintained free of clutter, improper storage and other trip/fall hazards. Flammable and combustible liquids are to be stored in safety containers, in flammable liquid cabinets or as otherwise approved by the Fire Department. Supervisors will monitor employee use of all provided safety equipment to ensure that employees are wearing or using safety equipment as directed.
- A supervisor, or designated employee, from each department will conduct a formal monthly safety inspection of all work areas within his/her department. Each inspection will be documented on a form provided by the department. Upon completion, the safety inspection form will be forwarded to the Manager and Department Director for review. Areas needing corrective action taken will be addressed. Safety inspection forms from all City departments will be forwarded to the safety committee for review. The safety committee will ensure that corrective actions have been taken and may make additional recommendations as necessary.

Vehicle Inspections

- Each department will establish and maintain regular vehicle safety inspections. The frequency and type of vehicle inspection vary, however a basic safety inspection should be conducted daily.
- Inspection forms will be completed for each vehicle. Minor problems will be corrected during the inspection if feasible. Problems beyond the inspecting employee's ability to correct should be referred to Public Works/Fleet Maintenance.
- Areas to be inspected include tires, lighting systems, brakes, windshield wipers, glass/mirrors, seat belts, fire extinguisher(s), backup alarm, and warning devices.
- Employees shall not operate a City vehicle when an inspection deems the vehicle to be unsafe for operation. A supervisor will be notified and the unsafe vehicle will be placed out of service until corrective action can be taken.

Equipment Inspections

- Departments which utilize fixed/portable power equipment will establish an inspection program for such equipment. The inspection program and frequency of inspections will be based upon manufacturer's recommendations and recognized good work practices.

- Inspection forms will be developed and utilized by each department for conducting equipment safety inspections.
- Employees shall not operate equipment when an inspection deems the equipment to be unsafe for operation. A supervisor will be notified and the unsafe equipment will be tagged and placed out of service pending equipment repair.

Appendix C

Training

Virtually every task performed by an employee requires some level of training. Supervisors shall adequately emphasize safety when instructing an employee on the performance of a certain task.

Job Orientation

- Each department must provide new employees with comprehensive job orientation training that addresses job safety hazards and provides new employees with adequate training to work safely around such hazards.
- Supervisors will explain/demonstrate how a job is to be conducted step-by-step. The supervisor will have the employee demonstrate his/her ability to correctly and safely perform the job while the supervisor evaluates the employee. The supervisor will make corrections as needed.*

Department/Area Specific Safety Training

- Area Specific Safety Orientation must be given to employees entering a work area during the first week of hire or new assignment. The supervisor may designate a qualified instructor from the area to provide this training. The Area Specific Safety Orientation form shall be completed and forwarded to Human Resources. The form will be filed in the employee's personnel file
- Each department/area may require additional specific safety training, and employees will comply with the requirements of the department as if it were part of this procedure.*

Additional Training

- Supervisors will ensure that all employees receive adequate training whenever new processes or equipment are introduced into the workplace.
- Additional comprehensive training may be required when an employee is promoted or reclassified to a different position or when a job description is revised to include additional responsibilities or hazards.*
- Safety training must be ongoing, and supervisors must monitor employees for compliance after training or retraining.

** Documentation of employee training will be completed and kept on file at the department.*

Appendix D

Area/Function Specific Programs

Hazard Communication Standard

- An employee whose job requires that he/she work with regulated materials or work where such materials are handled or stored in accordance with the requirements of OSHA (Occupational Safety and Health Administration) Hazard Communication Standard. Most City employees fall under the requirements of the Standard to some degree.
- An employee must receive the initial training after beginning work and must receive refresher training on an annual basis.*

Bloodborne Pathogens

- The Bloodborne Pathogens Standard applies to any employee who could reasonably be expected to be exposed to blood or body fluids in the course of his/her normal work. This typically applies to emergency service workers such as firefighters and police officers. Wastewater collection and treatment system workers (and lifeguards, when applicable) have been identified as being at a low to moderate risk.
- Employees covered by the Bloodborne Pathogens Standard must receive initial training upon beginning work and must receive refresher training on an annual basis.*
- The City offers a Hepatitis B (HBV) vaccination series at no charge to any employee identified as being at risk under this Standard.

Permit Required Confined Space Entry

- A confined space is "a space that is large enough for an employee to enter, has restricted means of entry or exit and is not designed for continuous employee occupancy." This generally applies to utilities and drainage system workers.
- Initial Confined Space Entry training is required for all affected employees. Refresher training is required on an annual basis.*

** Documentation of employee training will be completed and kept on file at the department.*

Appendix E

Personal Protective Equipment (PPE)

The type and use of PPE will vary by department, and each department will develop guidelines concerning employee use of PPE.

Eye Protection

- Eye protection is provided for all employees performing a task or working in an area where the possibility of an eye injury exists. The employee must wear the provided eye protection.
- Supervisors will instruct employees as to when eye and face protection is necessary. Employees will also receive instructions concerning selecting the proper protective eyewear, wearing it properly, limits of protection and proper care and maintenance of protective eyewear.*
- Protective eyewear included safety glasses, goggles and face shields. Some tasks will require that the employee wears safety glasses/goggles in conjunction with a full-face safety shield. Supervisors will ensure that employees have selected the proper type of eye protection for the task being performed.
- Prescription safety eyewear will be provided to employees who must wear eye protection but have the need for corrective lenses. Department Directors have the necessary information to obtain the proper prescription safety eyewear for an employee. All Safety Eyewear needs to meet ANSI (American National Standards Institute) Standards.

Hearing Protection

- Directors/managers will evaluate work areas and equipment use to determine noise exposure levels and the need for employee hearing protection. Hearing protection is required for employees exposed to a noise level in excess of 85 decibels (dB) averaged over an eight-hour period. Higher noise levels over a shorter time period would require employee hearing protection as well.
- The type of hearing protection provided is usually in the form of earplugs or earmuffs. Supervisors will assist employees in choosing the proper type of hearing protection. Supervisors will instruct employees concerning the use and limitations of the hearing protection provided.*
- Employees will utilize hearing protection at all times when exposed to noise levels in excess of the permissible guidelines.

Respiratory Protection

- Employees who are exposed to respiratory hazards will be provided with proper respiratory protection equipment. Protective equipment may consist of filtration masks, hazard-specific canister masks, supplied air masks, or self-contained breathing apparatus (SCBA).
- Employees wearing respiratory protection other than simple filter masks must be fit tested on an annual basis. Employees who wear self-contained breathing apparatus must undergo and pass an annual medical examination including a pulmonary function test.
- Supervisors will instruct employees in the selection, use and maintenance of respiratory protection equipment. Supervisors will ensure that employees understand the hazards of the various environments requiring the use of respiratory protection equipment and the limitations of the equipment itself.*
- Employees will utilize protective equipment at all times when exposed to respiratory hazards.

Foot Protection

- Employees who are exposed to falling/rolling objects or puncture hazards are required to wear safety footwear or equivalent protection.
- All safety shoes worn by employees shall be classed according to ANSI Z.41.1991-1999 Standard as prescribed by OSHA (Regulation 29, CFR Part 1910-136), or shall be determined by the City to be equally effective.
- Each Department Director shall be responsible for the identification of positions which require safety footwear.
- Purchase of Footwear shall comply with the City's Safety Footwear Purchase Program.

** Documentation of employee training will be completed and kept on file at the department.*

CONTINUING SERVICES AND AGREEMENT FOR
ON-CALL CIVIL ENGINEER PROFESSIONAL SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____ 2014, by and between the CITY OF CLERMONT, FLORIDA, a municipal corporation under the laws of the State of Florida whose address is: 685 W. Montrose Street, Clermont, Florida, hereinafter referred to as "CITY" and AMEC ENVIRONMENT & INFRASTRUCTURE, INC., 2000 East Englewood Drive, Suite 215, Lakeland, Florida, hereinafter referred to as "ENGINEER."

WITNESSETH

WHEREAS, the CITY is in need of qualified and licensed ENGINEER services related to various municipal projects;

WHEREAS, the CITY, in accordance with Section 287.055, Florida Statutes, solicited proposals for professional services as more fully described and set forth in On-Call Professional Civil Engineer Services RFQ 14-034; and

WHEREAS, the ENGINEER submitted a proposal to provide said services and has represented to CITY that it is qualified and desires to perform said services in accordance with the terms and conditions contained herein, and all applicable law and professional standards;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM

- 1.1 This Agreement is to become effective upon execution by both parties, and shall remain in effect for a three (3) year term, unless terminated as provided for herein. Additionally, the parties agree that the term may be extended upon mutual agreement for periods of one (1) year, but such option to extend may only be utilized three (3) times unless authorized by the City Council for additional extensions.
- 1.2 The term of any task authorization/work order, as described in Section 2 hereof shall be as set forth in such task authorization/work order, and all of the terms and conditions of this Agreement shall survive until completion of all task authorizations/work orders.

2.0 DESCRIPTION OF SERVICES

- 2.1 It is expressly understood and acknowledged that nothing herein shall obligate or guarantee to ENGINEER any agreement or task authorization and CITY expressly reserves the right to exercise its option to issue any such agreements to any qualified firm or entity in accordance with all applicable laws, ordinances, policies and/or regulations.

- 2.2 The CITY shall make request of ENGINEER to provide professional engineering and other related consulting services on a task basis. The CITY will communicate with ENGINEER, verbally or in writing, a general description of the task to be performed. The ENGINEER will generate a detailed Scope of Work document, prepare a Schedule, add a not-to-exceed-budget to accomplish the task, and send the thus developed "Task Proposal" to the CITY. If a site visit by ENGINEER is needed to generate the scope document, ENGINEER shall request approval prior to visiting the site. The CITY will review the proposal, and if the description is mutually acceptable, the parties will enter into a written "task authorization or work order". The Scope of Services generally to be provided by the ENGINEER shall be as provided and contemplated by the CITY in that certain RFQ 14-034, and ENGINEER'S response thereto, which are expressly incorporated herein and made a part hereof as if restated.

ENGINEER shall not be authorized to proceed until the CITY has issued a Notice to Proceed to the ENGINEER. Upon receipt of the signed Task Authorization and a Notice to Proceed from the CITY, the ENGINEER shall perform the services set forth in the task authorization/work order.

- 2.3 ENGINEER shall provide CITY'S designated project manager with monthly time sheets or labor cost statements for services rendered during the preceding month. Each time sheet shall state the names and classifications of all personnel who performed services during said month under the task authorization, and the number of hours worked by each.

3.0 CHANGES IN THE SCOPE OF WORK

- 3.1 CITY may make changes in the services at any time by giving written notice to ENGINEER. If such changes increase (additional services) or decrease or eliminate any amount of work, CITY and ENGINEER will negotiate any change in total cost or schedule of modifications. If the CITY and ENGINEER approve any change, the task authorization/work order will be modified to reflect the changes; and ENGINEER shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by CITY'S and ENGINEER'S designated representatives.
- 3.2 All of CITY'S said task authorizations/work orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

- 4.1 ENGINEER shall perform services in conformance with the mutually agreed upon schedule set forth in the negotiated task authorization. ENGINEER shall complete all of said services in a timely manner and will keep CITY fully informed of the status of work on a reasonable basis in relation to the scope of the project or at least monthly. Should ENGINEER fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed upon schedule at no additional cost to the CITY.

- 4.2 No extension for completion of services shall be granted to ENGINEER without CITY'S prior written consent, except as provided in Sections 3.1 and 20.0 herein.

5.0 METHOD OF PAYMENT FOR SERVICES AND EXPENSES

5.1 DEFINITIONS:

5.1.1 The "ENGINEER's Professional Services Fee Schedule" as set forth in Exhibit "A", attached hereto and incorporated herein, are used as a basis for payment for services pursuant to Paragraphs 2.0 and 3.0. These fee schedules shall include wages, salaries, taxes, insurance, overhead and profit. The hourly salary rates set forth in the Fee Schedule are firm for the initial term of the contract (3 years), but are subject to an equitable adjustment that is to be negotiated prior to the renewal of the Agreement. Any adjustments to the Fee Schedule must be mutually agreed to by the CITY and ENGINEER.

5.1.2 The "ENGINEER's Reimbursable Expenses Schedule" as set forth in Exhibit "B", attached hereto and incorporated herein, as provided by the ENGINEER, is used as the basis for payment for actual costs of all reimbursable expenses incurred in connection with the services rendered.

Reimbursable expenses are limited to: printing, travel (not ordinary to the project) and the purchase of specialized software or equipment specific to the task authorization, which are directly in connection with the project and been pre-approved by the City. Said reimbursable expenses shall be passed through at a cost factor of 1.0.

5.1.3 The "Deliverables" are defined as plans, reports, findings, specifications, or anything else that is the end product or work performed by the ENGINEER or the CITY. ENGINEER shall, within such time constraints as may be set forth in the work order, submit to CITY the deliverables as identified in the work order; and ENGINEER shall, upon completion of all work, submit to the CITY all information developed in the course of the consulting services. ENGINEER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to CITY all material furnished to ENGINEER, provided the CITY identifies those materials in writing.

5.2 PAYMENT/COMPENSATION:

CITY agrees to pay or compensate the ENGINEER for the professional services performed on each task authorization/work order in accordance with one of the following methods, unless otherwise provided herein or in the task authorization/work order.

5.2.1 Not to exceed cost based upon the "ENGINEER's Professional Services Fee Schedule."

5.2.2 Lump sum cost based upon the "ENGINEER's Professional Services Fee Schedule."

5.3 SERVICES-ADDITIONAL: CITY shall pay ENGINEER as follows:

5.3.1 Professional Associates, ENGINEERs and/or Subcontractors: For services and expenses of independent associates, ENGINEERs and/or subcontractors employed by ENGINEER, the amount invoiced to ENGINEER times a factor of 1.0 for invoices to the CITY.

5.3.2 Expert Witness: For any litigation, arbitration or other legal or administrative proceeding for any time spent in preparation for such litigation, for on the same basis as set forth in Paragraph 5.1 and 5.3.1.

5.4 Times of Payments: At monthly intervals, ENGINEER shall submit statements for services, additional services rendered and for reimbursable expenses incurred. The statements will be based upon ENGINEER'S actual manpower expended and actual expenses incurred within the billing period.

5.4.1. As a condition precedent to receiving payment, ENGINEER shall have been authorized to proceed by CITY, shall not be in default of any of the terms and conditions of this Agreement and shall provide to CITY an invoice. The invoice shall be forwarded to CITY, no more frequently than once per month, and signed by an authorized representative of ENGINEER related to the applicable monthly installment payment. The invoice shall include a statement identifying the period for which it applies and the sub-tasks or portions thereof, completed by the specific task authorization/work order, and specifically set forth the percent of completion of each sub-task for which compensation is being requested.

5.4.2. All invoices submitted for compensation shall include a statement by ENGINEER that states as follows:

"This statement sets forth only actual time spent by the firm's employees and does not contain any unit billing, multipliers, or other devices that permit payment for more than actual time spent."

5.4.3. CITY shall pay all valid, approved, and undisputed invoices within thirty (30) days of receipt from ENGINEER. In the event that CITY disputes any invoice submitted, it shall advise ENGINEER, in writing, and said invoice shall not be deemed due and payable under this agreement. Neither the CITY'S review, approval or acceptance of, nor payment for, any services provided hereunder shall be construed to operate as a waiver of any rights under this Agreement and the ENGINEER shall be liable to CITY for any and all damages to CITY caused by the ENGINEER'S negligent or wrongful performance of any of the services furnished under this Agreement.

5.5 Other Provisions Concerning Payments:

- 5.5.1 In the event of termination by CITY under Section 19.0 during the performance of the services, payments due ENGINEER up to the point of termination, including payments for services rendered, and all costs incurred shall constitute total payment for such services.
- 5.5.2 Records of ENGINEER'S Salary Costs and Expenses pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting principles. These records will be made available to CITY for audit upon request by CITY. Copies will be made available to CITY on request prior to final payment for ENGINEER'S services.
- 5.5.3 A separate invoice must be submitted for each individual task authorization. Invoices must show a breakdown of the number of hours worked by each person charging time to the task authorization, hourly salary cost and any reimbursable expenses.

6.0 RIGHT TO INSPECTION

- 6.1 CITY or its agents shall at all times have the right to review or observe the services performed by ENGINEER.
- 6.2 No inspection, review, or observation shall relieve ENGINEER of its responsibility under this Agreement.

7.0 PROGRESS MEETING

CITY'S designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently, if required, during the term of any task authorization entered into under this Agreement. ENGINEER'S Project Manager and all other appropriate personnel shall attend such meetings as designated by CITY'S Project Manager, and ENGINEER shall be compensated at the billing rates set forth in Article 5.0

8.0 SAFETY

- 8.1 ENGINEER agrees to comply with CITY'S published safety standards while on the property of CITY. A copy of these standards is provided in Exhibit "C", attached hereto and incorporated herein.
- 8.2 ENGINEER shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services provided hereunder.

9.0 REASONABLE ACCESS

During the term of this Agreement, CITY shall grant ENGINEER reasonable access to the CITY'S premises for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE AND HOLD HARMLESS/INDEMNIFICATION

ENGINEER and/or any CITY approved subcontractors or sub ENGINEERs shall maintain in force during the term of this Agreement, at its own expense, insurance as set forth below and shall be bound by the terms of the Hold Harmless/Indemnification provisions expressed therein.

Worker's Compensation – as required by applicable state statute.

Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage and \$2,000,000 in the aggregate. The General Liability policy shall include the commercial form, contractual liability and independent contractor's coverage.

Automobile Liability - \$1,000,000 combined single limit for bodily injury and property damage. The Automobile Liability policy shall include the business form, owned, hired and non-owned coverage.

Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate.

Property Coverage – Property coverage in limits sufficient to remedy the loss, and/or loss of use of, valuable papers and records, and any other property of the party utilized in connection with the City.

The General Liability and Automobile Liability shall each contain an endorsement naming the City as an additional insured as to any liability arising out of insured party's performance pursuant to this agreement. The Worker's Compensation and Employer's Liability coverage shall contain an endorsement waiving subrogation as against the City.

Indemnification – ENGINEER shall indemnify and hold harmless and defend the Client and its employees from any liability, settlements, loss of costs of any kind, whether actual or threatened, (including reasonable attorney's fees and cost of defense) to the extent caused by the negligent act, error or omission of ENGINEER in the performance of services under this Agreement.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

ENGINEER shall comply with all requirements of federal, state and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of this Agreement.

12.0 REPRESENTATIONS

- 12.1 ENGINEER represents that the services provided hereunder shall conform to all requirements of this Agreement, RFQ 14-034 and ENGINEER'S response thereto; shall be consistent with recognized and sound professional engineer practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the services rendered.
- 12.2 ENGINEER represents that the personnel furnishing such services shall be qualified and competent to perform the services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.
- 12.3 Subject to the provisions of this Section, should ENGINEER breach the warranties set forth herein, CITY shall have such remedies as may be provided at law or equity.
- 12.4 Without limiting the generality of the foregoing, if the ENGINEER completes its services under any task authorization entered into hereunder, and the ENGINEER'S services are non-complying, defective, or otherwise improperly performed and CITY notifies ENGINEER in writing that a defect, error, omission or noncompliance has been discovered in ENGINEER'S services, ENGINEER shall, at the option of CITY: a) correctly re-perform such non-complying, defective, or otherwise improperly performed services at no additional cost to CITY; b) refund the amount paid by CITY attributable to such non-complying, defective or otherwise improperly performed services; or c) if ENGINEER fails to take action under a) above, at ENGINEER'S sole expense, otherwise cure or have cured any such non-complying, defective, or otherwise improperly performed services.
- 12.5 The only representations made by ENGINEER are those expressly enumerated in this provision. Any other statements of fact or descriptions expressed in the Agreement or any attachments thereto, shall not be deemed to constitute a warranty of the work or any part thereof.

13.0 GUARANTEE AGAINST INFRINGEMENT

ENGINEER guarantees that all services provided under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, ENGINEER shall indemnify and hold harmless CITY, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual infringement of any patent, copyright, or trademark resulting from the use of any goods, services, or other items provided under this Agreement. Notwithstanding the foregoing, ENGINEER may elect to provide non-infringing services.

14.0 DOCUMENTS

- 14.1 Upon CITY'S or its designated Project Manager's request, at any time during the term of this Agreement or upon completion or termination of this Agreement, ENGINEER shall provide CITY or its designated Project Manager with a copy of all documents and electronic files prepared by ENGINEER under this Agreement or any Task Authorization hereunder. CITY understands that re-use of any documents for any other purposes, shall be at the CITY'S own risk.
- 14.2 The parties acknowledge that the CITY is a Florida municipal corporation and subject to the Florida Public Records Law, therefore, to the extent applicable to it, ENGINEER agrees to comply with the terms thereof with regard to any and all documents related to the CITY.
- 14.3 Drawings, specifications, reports, program, manuals, calculations, supporting design documentation or other documents, including all documents on electronic media, provided by the ENGINEER or their sub-ENGINEERS, prepared under this Agreement shall become property of the CITY. Conformed documents, record documents and final written documents shall be provided electronically in a form specified by the CITY. The CITY agrees to release ENGINEER from any liability that may result from the re-use of documents or modifications thereof, by the CITY or its representatives for any other purpose other than the original intent of this Agreement, without written authorization by the ENGINEER. ENGINEER will retain all common law, statutory, and other reserved rights, including the copyright thereto.

15.0 ASSIGNMENT

- 15.1 ENGINEER shall not assign or subcontract this Agreement, any task authorization hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of CITY.
- 15.2 If, upon receiving written approval from CITY, any part of this Agreement is subcontracted by ENGINEER, ENGINEER shall be fully responsible to CITY for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.
- 15.3 If CITY determines that any subcontractor is not performing in accordance with this Agreement, CITY shall so notify ENGINEER who shall take immediate steps to remedy the situation.
- 15.4 If any part of this Agreement is subcontracted by ENGINEER, prior to commencement of any work by the subcontractor, ENGINEER shall require the subcontractor to provide CITY and its affiliates with insurance coverage as set forth by the CITY'S Risk Management.

16.0 INDEPENDENT ENGINEER

At all times during the term of this Agreement, ENGINEER shall be considered an independent ENGINEER.

17.0 CONFLICT OF INTEREST

ENGINEER shall not undertake any task on behalf of the CITY where ENGINEER has a conflict of interest arising out of a past or present professional relationship with another client. The ENGINEER shall notify the CITY in writing of any conflict of interest or potential conflict of interest should arise.

18.0 DEFAULT

If during the term of this Agreement, ENGINEER shall be in default of any of the material provisions of this Agreement, CITY may suspend its performance hereunder until such delinquency or default has been corrected; provided, however that no suspension shall be effective unless and until CITY gives written notice of the default to ENGINEER with at least ten (10) days to cure such default. If ENGINEER fails to correct such delinquency or default within thirty (30) days of suspension by CITY, CITY may terminate this Agreement.

19.0 TERMINATION

Notwithstanding any other provision of this Agreement, CITY may, upon written notice to ENGINEER, terminate this Agreement if: a) without cause and for convenience upon thirty (30) days written notice to ENGINEER b) ENGINEER is adjudged to be bankrupt; c) ENGINEER makes a general assignment for the benefit of its creditors; d) ENGINEER fails to comply with any of the conditions of provisions of this Agreement; or e) ENGINEER is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy CITY may have under this Agreement. In the event of such termination, CITY shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work, properly performed and accepted prior to the effective date of termination.

20.0 FORCE MAJEURE

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God: fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to CITY'S affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstances of Force Majeure remain in effect for sixty (60) days, either party may terminate this Agreement.

21.0 GOVERNING LAW & VENUE

This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue shall be Lake County, Florida, or the United States District Court in and for the Middle District of Florida.

22.0 HEADINGS

Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

23.0 SEVERABILITY

In the event any portion or part of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.

24.0 WAIVER AND ELECTION OF REMEDIES

- 24.1 Waiver by either party of any terms, condition, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.
- 24.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

25.0 THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CITY and ENGINEER.

26.0 PROHIBITION AGAINST CONTINGENT FEES

ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

27.0 ENTIRE AGREEMENT

Except as otherwise state, this Agreement, including the schedules, attachments, appendixes and exhibits attached hereto, constitutes the entire agreement between CITY and ENGINEER with

respect to the services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

28.0 SOVEREIGN IMMUNITY

Nothing contained in the Agreement shall be construed as a waiver of the CITY'S rights to sovereign immunity under Section 768.28, *Florida Statutes*, or other limitations imposed on the CITY'S potential liability under state or federal law.

29.0 NOTICE

Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

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

ENGINEER: AMEC Environmental & Infrastructure, Inc.
Thomas J. Logan, President
2000 East Edgewood Drive, Suite 215
Lakeland, FL 33803

Either party may change the name of the person receiving notices and the address at which notices are received by so advising the other party in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below:

CITY OF CLERMONT, FLORIDA

BY:

Gail Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

AMEC ENVIRONMENT &
INFRASTRUCTURE, INC.

BY: _____

Printed Name and Title

ATTEST:

(CORPORATE SEAL)

EXHIBITS A & B



FEE SCHEDULE

Rates Effective through 12/31/15

FEE SCHEDULE FOR PROFESSIONAL SERVICES

<u>Engineers, Geologists, Scientists, and Technical Specialists*</u>	<u>Hourly Rate</u>
Principal	\$200
Senior Associate	\$185
Associate	\$165
Senior 2/Project Manager	\$152
Senior 1/Project Manager	\$132
Engineer/Scientist Professional 3	\$120
Engineer/Scientist Professional 2	\$108
Engineer/Scientist Professional 1	\$94
<u>Technical Support</u>	
Technician 6	\$105
Technician 5	\$90
Technician 4	\$80
Technician 3	\$65
Technician 2	\$58
Technician 1	\$48
<u>Administrative</u>	
Administrative Staff 6	\$85
Administrative Staff 3 through 5	\$60
Administrative Staff 1 and 2	\$53
<u>Survey Crews</u>	
Survey Crew (4 Person)	\$200
Survey Crew (3 Person)	\$160
Survey Crew (2 Person)	\$120
<u>Expenses</u>	
Reproduction / Plotting – Black & White	
24" X 36"	\$1.50
30" X 42"	\$2.25
Reproduction / Plotting – Color	
8 1/2" x 11"	\$1.00
11 X 17	\$4.00
24 X 36	\$6.00
30 X 42	\$6.00
Travel Expenses	In accordance with Chapter 112.061 F.S.
Postage, FedEx, UPS	Actual Costs
Subcontractor Services	Actual Costs

EXHIBIT C



City of Clermont, Florida

Safety Program Procedure

Effective: October 9, 2013

(Replaces Safety Policy dated November 24, 1998)

A. Purpose

The purpose of this document is to provide an overall written description of the City of Clermont's (City) Safety Program.

B. Scope

The provision set forth in this safety policy shall apply equally to all City employees, and for the purpose of this policy volunteers shall be considered employees.

C. Employee Duties and Responsibilities

Employees must participate in, abide by, and be accountable for the City's safety program. There are many ways in which employees can be involved and remain informed.

1. **Safety Action Team (SAT)** – The SAT is comprised of a variety of talents of employees and representation from all the departments. The periodic forum allows for employee input on safety matters including the presentation of concerns and recommendations for improving overall employee safety, review of injuries/accidents and development of preventative corrective measures, and evaluation and promotion of safety training programs.
2. **Correction/reporting of safety hazards** – Employees are empowered to correct unsafe conditions within his/her power to correct, other items should be reported to a supervisor/manager immediately.
3. **Reporting injuries/illnesses and accidents** – Reporting all injuries/illnesses and accidents to the supervisor, regardless whether medical attention is sought. Near miss injuries and accidents should also be reported.
4. **Participation in safety training** – Employees must receive the proper safety training required by his/her job assignment. Supervisors/managers are directly responsible for ensuring that employees receive the required training.
5. **Conducting safety meetings** – Supervisors/managers are responsible for conducting safety meetings or "just in time" training topics, topics discussed or presented in SAT meetings, or topics pertinent to the respective work area. Employees are encouraged to volunteer to present safety topics (topics provided by the supervisor/manager) to fellow co-workers.

6. Conducting safety training for new/current employees – Supervisors/managers are responsible for conducting or coordinating the facilitation of safety training for new and current employees. Employees may be asked to conduct specific safety training pertinent to the respective work area by the supervisor/manager.

D. Management/Supervisory Duties and Responsibilities

1. Policy – The City has established a Safety Program Policy, which has been approved by the City Council.
2. Involvement – Management involvement consists of management showing a hands-on involvement in the City's Safety Program. This is accomplished by numerous means including, support of the SAT, conducting/ensuring investigations be conducted into injuries/illnesses and property damage, and discussing safety topics at meetings. Observing management involvement encourages employees to become more personally involved in safety and fosters a caring, trusting relationship between employees and management.
3. Role and Responsibility – Managers/supervisors are directly responsible for the safety of employees, and must empower employees to take action on safety issues. Empowerment allows employees to take ownership of safety issues and follow issues through to completion. The role and responsibility of managers/supervisors includes the following:
 - a. Being well versed in the content and application of the City's Safety Policy, Procedure and departmental specific safety requirements and guidelines.
 - b. Monitoring employee workplace safety compliance including the use of personal protective equipment (PPE) and other issued safety equipment.
 - c. Encouraging employees to report unsafe work conditions and practices, and empower employees to have the authority to identify and correct safety issues when immediately necessary.
 - d. Encouraging employees to be involved in the City's safety program(s). Allotting time for employees to work on safety issues and volunteer as members on the SAT.
 - e. Being a safety mentor to employees and always leading by example.
 - f. Providing specific safety training to employees, including area specific.
 - g. Attending supervisor safety training courses when offered.
4. Corrective Actions/Discipline – Department Directors will ensure enforcement of safety requirements and respond to non-compliance with progressive or non-

progressive corrective action/discipline dependent upon the severity of the infraction and other pertinent factors.

E. Work Area Safety and Maintenance

1. All employees are responsible for the safety of his/her work area. Employees must practice safe work habits, as work-related accidents can be avoided. Employees should report all safety matters (e.g., trip hazards, broken equipment, etc.) to his/her supervisor immediately so that the issues can be corrected.
2. Managers/supervisors continually observe workplace conditions and correct unsafe conditions and work practices.
3. The Public Works Department conducts maintenance and repair of buildings, building systems, facility sites, and vehicles and equipment. Preventative maintenance services are conducted at intervals specified in maintenance procedures, manuals, and as determined by Public Works. Repairs are completed on an "as needed" basis. Facilities are surveyed to determine and schedule predictable maintenance and repairs. Public Works schedules, tracks and records all maintenance and repairs, including re-occurring preventative maintenance items.

F. Injury/Accident Reporting and Supervisor Investigation

All injuries/illnesses and accidents involving City property, vehicles, or equipment must be reported to a supervisor immediately, no later than the same workday. This includes non-employee injuries occurring on City property. Medical assistance should be summoned without delay in all instances, should immediate care be necessary.

The employee and supervisor injury/illness and/or accident form(s) shall be completed. All reported injuries/illnesses and accidents must be investigated by a supervisor as soon as possible, within twenty-four (24) hours of the supervisor being informed of the injury/accident.

Supervisors shall make a thorough report concerning all details involved. The information gained from investigation reports can be utilized to identify and correct unsafe conditions and work practices.

The Department Director should be made aware of all injuries/illnesses and accidents, and he/she ensure all required paperwork is completed. The Police Department will investigate accidents where damage to private vehicles/property involves City employees, vehicles and/or equipment.

Employees must not admit or offer a settlement in situations involving non-employees and/or non-City property. Employees will only discuss the circumstances surrounding an incident with a supervisor, manager, department director and/or investigating law enforcement officer.

All investigation reports are reviewed by the SAT. The SAT discusses the preventability of injuries/illnesses and accidents, whether appropriate action has been taken to prevent future incidences, and make recommendations of additional action if necessary.

G. Trend Analysis

Part of the process of minimizing injuries/illnesses and accidents involves reviewing causes determined by reports and investigations to identify trends. If a trend is detected, a plan of action will be determined and acted upon. The plan of action may consist of specific training, personal protective equipment, and/or other safety initiatives.

H. Safety Training

Safety training is the responsibility of the City, management, and employees.

1. All Employees are required to participate in general safety training delivered to all employees through New Employee Orientation, Area Specific Orientation and departmental specific safety topics.
2. Supervisors, managers, and directors are required to attend the programs above, and supervisors may also be required to attend specialty training programs depending on the requirements for the respective work areas.
3. Managers/supervisors will conduct or coordinate the facilitation of other specialty training programs which may be required of employees depending on the specific work area, e.g., Hazard Communication, Hearing Conservation, Bloodborne Pathogen, Respiratory Protection, Lockout/Tagout, Confined Space Entry, Ladder Safety, Proper Lifting, Respiratory Protection, and Powered Industrial Vehicle Operation.

I. Contractor Safety

The City's vendor selection process for the purchase of commercial goods and services typically includes documentation that specifies minimum contractor qualifications, contractor selection criteria, Insurance requirements and specific information about the contract work to be performed. Contractors are required to meet the Federal, State, Local and/or any other safety-related requirements stated in this documentation and provide confirming information to the contract administrator, Purchasing Manager, or Human Resources upon request. Contractors are responsible for training employees in all safety program requirements.

J. Record Keeping

Records will be maintained by the responsible department, for example Finance/Purchasing will maintain vendor selection records, Public Works will maintain

facility maintenance records, Human Resources will maintain New Employee Orientation and Area Specific Orientation training records, and each department shall maintain employee specific work area training records (e.g. Powered Industrial Vehicle training documents for each employee within the department).

K. Authority

The authority to issue or revise this Procedure is reserved to the City Manager. The City Manager may authorize exceptions to this procedure when deemed appropriate.



Darren Gray, City Manager

10/9/13

Date

Appendix A

Common Safety Rules/Guidelines

The following safety rules or guidelines are generic in nature and apply to all City employees. Department specific safety rules and/or guidelines are developed by the departments as necessary.

Vehicle Safety

- All vehicles are inspected in accordance with Appendix B of this procedure.
- Employees will not operate a vehicle that has been determined to be unsafe until repairs or corrective action has been made.
- Any employee operating a City vehicle will be in possession of a current, valid Florida driver license issued for the type, class or weight of the vehicle being operated. An employee must notify his/her Department Director of any suspension or revocation of driver license.
- Any employee operating a City vehicle shall observe all applicable traffic laws, including wearing a seatbelt. Employees shall drive with courtesy and respect for other motorists.
- Any employee backing a large truck or other sight-restricted vehicle, in which the vehicle is not equipped with functioning rearview cameras, shall enlist the assistance of another employee in backing the vehicle. The assisting employee will act as a spotter to aid the driver in safely backing the vehicle.

Lifting Safety

- Most City employees will be required to lift or move materials or equipment as part of his/her assigned work.
- Material storage will be arranged to permit safety handling, heavier materials will be stored at or near floor level. Other materials should not be stored above eye level to reduce the need for a ladder or reaching above the employee's head.
- An employee should not attempt to lift an object or material that is close to the employee's physical capability. Employees should solicit the help of another employee or use a material handling device.
- Lifting technique is important in preventing an injury.
 - Position feet close to the object being lifted
 - Center body over the object
 - Bend knees and grasp the object firmly
 - Lift straight up and smoothly, and let legs (not back) do the work
 - Do not twist or turn body once the lift has been made
 - Object should be carried steady and close to the body

- Sudden twisting or turning could result in a back injury

Electrical Safety

- Employees working with or around electrical equipment must practice safe work habits.
- Malfunctioning electrical appliances and power tools shall be tagged and removed from use until repairs are made. If appliance/tool cannot be repaired, the unit may be replaced.
- Extension cords are intended for temporary use, and shall not substitute permanent wiring.
- Electrical outlets and circuits must not be overloaded. The use of cube taps or multi-plug adapters is not permitted.
- Grounding plugs will be used as intended, and must not be altered by the removal of the grounding prong. Grounding adapters will not be used in place of grounding receptacles.
- Electrical cords that are defective, frayed or otherwise considered unsafe must be replaced. Employees must not consider makeshift repairs with splices and electrical tape as sufficient enough to allow the continued use of a damaged electrical cord.
- Ground Fault Circuit Interrupters will be used for all portable tools. Emergency generators will be installed and grounded per manufacturer's guidelines.
- Most electrical work will be performed by a licensed industrial electrician or appropriately trained employee. Employees involved in performing minor electrical repair work will ensure that the circuit involved is de-energized and that the switch or circuit breaker controlling the circuit is tagged or locked out while the repair is conducted.

Fire Safety and Prevention

- The absolute best defense against any fire is prevention. Employees must be aware of the many potential causes for fire in the workplace and must report any possible problem areas to a supervisor for corrective action.
- Good housekeeping is important in any fire prevention effort. Allowing combustible debris and clutter to accumulate will increase the opportunity for a fire to occur and spread rapidly. Employees must keep his/her workplace free of debris and other unnecessary combustible storage.
- The storage of flammable and combustible liquids shall be in a manner approved by the Fire Department. Approved safety cans, flammable liquid cabinets and specially designed storage rooms are generally acceptable for the storage of flammable and combustible liquids. Supervisors will ensure that the storage and

handling of flammable and combustible liquids within his/her work area complies with fire regulations.

- Smoking by employees or the general public is prohibited in many locations by fire and/or health regulations. Employees shall not smoke in any City buildings, vehicles, or in any areas where "No Smoking" signs are posted. Supervisors will monitor employees for compliance in "No Smoking" areas.
- Fire extinguishers will be provided where needed in City buildings and vehicles. Employees will become familiar with the locations of fire extinguishers in the work area. Training will be provided in the proper use of fire extinguishers by the supervisor or the Fire Department.
- In case of fire, the employee must immediately dial 911 and report the fire to the Fire Department. After reporting the fire, the employee must ensure that all affected persons are evacuated to a safe area. Doors should be closed where available to isolate the fire area from the remainder of the structure.
- If caught in smoke, individuals should crawl and stay low. Cleaner, cooler air will be nearer to the floor, and heat, smoke and noxious gases will rise toward the ceiling.
- Employees should always keep an unobstructed exit path when attempting to extinguish a fire. It is important to remember that fire extinguishers are only intended to be used on small fires in their beginning stages. In the event of a large fire, or if a small fire is not able to be extinguished, the area should be evacuated and allow the fire department to handle the situation.

First Aid

First aid kits are available in City buildings and vehicles. Employees should familiarize themselves with the location and content of first aid kits in the work area.

Well stocked First-Aid kit(s) for employee use will be maintained.

- The basic inventory of each first aid kit is reviewed and renewed as needed at periodic SAT meetings. Records of reviews and replenishments shall be maintained by the respective departments.
- These kits will be located so as to allow easy and quick access. First-aid kits and required contents are to be maintained in a serviceable condition.
- All items which must be kept sterile must be individually wrapped and sealed. Items such as scissors, tweezers, tubes of ointments with caps, or rolls of adhesive tape, need not be individually wrapped, sealed, or disposed of after a single use or application.

Employees are not required to perform first aid as part of their job duties. Any employee can voluntarily assist another employee with open wounds, after taking personal protective

Aids/HIV and Hepatitis B are the primary infectious diseases of concern in blood. All blood should be assumed to be infectious. These diseases can both be deadly. In the event of a bleeding injury where first aid is needed, use gloves if possible to prevent exposure to blood or other potentially infectious materials. The injured person can often help by applying pressure to the wound. Gloves are available in the first aid kits. Employees exposed to blood while giving first aid should wash immediately with soap and water and report the incident to a supervisor.

Immediate professional emergency medical assistance shall be summoned by dialing 911 for any employee or citizen suspected to be seriously injured or ill.

Appendix B

Safety Inspections

Workplace Inspections

- Supervisors will monitor workplace safety conditions daily, and ensure that work areas are maintained free of clutter, improper storage and other trip/fall hazards. Flammable and combustible liquids are to be stored in safety containers, in flammable liquid cabinets or as otherwise approved by the Fire Department. Supervisors will monitor employee use of all provided safety equipment to ensure that employees are wearing or using safety equipment as directed.
- A supervisor, or designated employee, from each department will conduct a formal monthly safety inspection of all work areas within his/her department. Each inspection will be documented on a form provided by the department. Upon completion, the safety inspection form will be forwarded to the Manager and Department Director for review. Areas needing corrective action taken will be addressed. Safety inspection forms from all City departments will be forwarded to the safety committee for review. The safety committee will ensure that corrective actions have been taken and may make additional recommendations as necessary.

Vehicle Inspections

- Each department will establish and maintain regular vehicle safety inspections. The frequency and type of vehicle inspection vary, however a basic safety inspection should be conducted daily.
- Inspection forms will be completed for each vehicle. Minor problems will be corrected during the inspection if feasible. Problems beyond the inspecting employee's ability to correct should be referred to Public Works/Fleet Maintenance.
- Areas to be inspected include tires, lighting systems, brakes, windshield wipers, glass/mirrors, seat belts, fire extinguisher(s), backup alarm, and warning devices.
- Employees shall not operate a City vehicle when an inspection deems the vehicle to be unsafe for operation. A supervisor will be notified and the unsafe vehicle will be placed out of service until corrective action can be taken.

Equipment Inspections

- Departments which utilize fixed/portable power equipment will establish an inspection program for such equipment. The inspection program and frequency of inspections will be based upon manufacturer's recommendations and recognized good work practices.

- **Inspection forms will be developed and utilized by each department for conducting equipment safety inspections.**
- **Employees shall not operate equipment when an inspection deems the equipment to be unsafe for operation. A supervisor will be notified and the unsafe equipment will be tagged and placed out of service pending equipment repair.**

Appendix C

Training

Virtually every task performed by an employee requires some level of training. Supervisors shall adequately emphasize safety when instructing an employee on the performance of a certain task.

Job Orientation

- Each department must provide new employees with comprehensive job orientation training that addresses job safety hazards and provides new employees with adequate training to work safely around such hazards.
- Supervisors will explain/demonstrate how a job is to be conducted step-by-step. The supervisor will have the employee demonstrate his/her ability to correctly and safely perform the job while the supervisor evaluates the employee. The supervisor will make corrections as needed.*

Department/Area Specific Safety Training

- Area Specific Safety Orientation must be given to employees entering a work area during the first week of hire or new assignment. The supervisor may designate a qualified instructor from the area to provide this training. The Area Specific Safety Orientation form shall be completed and forwarded to Human Resources. The form will be filed in the employee's personnel file
- Each department/area may require additional specific safety training, and employees will comply with the requirements of the department as if it were part of this procedure.*

Additional Training

- Supervisors will ensure that all employees receive adequate training whenever new processes or equipment are introduced into the workplace.
- Additional comprehensive training may be required when an employee is promoted or reclassified to a different position or when a job description is revised to include additional responsibilities or hazards.*
- Safety training must be ongoing, and supervisors must monitor employees for compliance after training or retraining.

** Documentation of employee training will be completed and kept on file at the department.*

Appendix D

Area/Function Specific Programs

Hazard Communication Standard

- An employee whose job requires that he/she work with regulated materials or work where such materials are handled or stored in accordance with the requirements of OSHA (Occupational Safety and Health Administration) Hazard Communication Standard. Most City employees fall under the requirements of the Standard to some degree.
- An employee must receive the initial training after beginning work and must receive refresher training on an annual basis.*

Bloodborne Pathogens

- The Bloodborne Pathogens Standard applies to any employee who could reasonably be expected to be exposed to blood or body fluids in the course of his/her normal work. This typically applies to emergency service workers such as firefighters and police officers. Wastewater collection and treatment system workers (and lifeguards, when applicable) have been identified as being at a low to moderate risk.
- Employees covered by the Bloodborne Pathogens Standard must receive initial training upon beginning work and must receive refresher training on an annual basis.*
- The City offers a Hepatitis B (HBV) vaccination series at no charge to any employee identified as being at risk under this Standard.

Permit Required Confined Space Entry

- A confined space is "a space that is large enough for an employee to enter, has restricted means of entry or exit and is not designed for continuous employee occupancy." This generally applies to utilities and drainage system workers.
- Initial Confined Space Entry training is required for all affected employees. Refresher training is required on an annual basis.*

** Documentation of employee training will be completed and kept on file at the department.*

Appendix E

Personal Protective Equipment (PPE)

The type and use of PPE will vary by department, and each department will develop guidelines concerning employee use of PPE.

Eye Protection

- Eye protection is provided for all employees performing a task or working in an area where the possibility of an eye injury exists. The employee must wear the provided eye protection.
- Supervisors will instruct employees as to when eye and face protection is necessary. Employees will also receive instructions concerning selecting the proper protective eyewear, wearing it properly, limits of protection and proper care and maintenance of protective eyewear.*
- Protective eyewear included safety glasses, goggles and face shields. Some tasks will require that the employee wears safety glasses/goggles in conjunction with a full-face safety shield. Supervisors will ensure that employees have selected the proper type of eye protection for the task being performed.
- Prescription safety eyewear will be provided to employees who must wear eye protection but have the need for corrective lenses. Department Directors have the necessary information to obtain the proper prescription safety eyewear for an employee. All Safety Eyewear needs to meet ANSI (American National Standards Institute) Standards.

Hearing Protection

- Directors/managers will evaluate work areas and equipment use to determine noise exposure levels and the need for employee hearing protection. Hearing protection is required for employees exposed to a noise level in excess of 85 decibels (dB) averaged over an eight-hour period. Higher noise levels over a shorter time period would require employee hearing protection as well.
- The type of hearing protection provided is usually in the form of earplugs or earmuffs. Supervisors will assist employees in choosing the proper type of hearing protection. Supervisors will instruct employees concerning the use and limitations of the hearing protection provided.*
- Employees will utilize hearing protection at all times when exposed to noise levels in excess of the permissible guidelines.

Respiratory Protection

- Employees who are exposed to respiratory hazards will be provided with proper respiratory protection equipment. Protective equipment may consist of filtration masks, hazard-specific canister masks, supplied air masks, or self-contained breathing apparatus (SCBA).
- Employees wearing respiratory protection other than simple filter masks must be fit tested on an annual basis. Employees who wear self-contained breathing apparatus must undergo and pass an annual medical examination including a pulmonary function test.
- Supervisors will instruct employees in the selection, use and maintenance of respiratory protection equipment. Supervisors will ensure that employees understand the hazards of the various environments requiring the use of respiratory protection equipment and the limitations of the equipment itself.*
- Employees will utilize protective equipment at all times when exposed to respiratory hazards.

Foot Protection

- Employees who are exposed to falling/rolling objects or puncture hazards are required to wear safety footwear or equivalent protection.
- All safety shoes worn by employees shall be classed according to ANSI Z.41.1991-1999 Standard as prescribed by OSHA (Regulation 29, CFR Part 1910-136), or shall be determined by the City to be equally effective.
- Each Department Director shall be responsible for the identification of positions which require safety footwear.
- Purchase of Footwear shall comply with the City's Safety Footwear Purchase Program.

** Documentation of employee training will be completed and kept on file at the department.*

CONTINUING SERVICES AND AGREEMENT FOR
ON-CALL CIVIL ENGINEER PROFESSIONAL SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____ 2014, by and between the CITY OF CLERMONT, FLORIDA, a municipal corporation under the laws of the State of Florida whose address is: 685 W. Montrose Street, Clermont, Florida, hereinafter referred to as "CITY" and GAI CONSULTANTS, INC., 618 E. South Street, Suite 700, Orlando, Florida, hereinafter referred to as "ENGINEER."

WITNESSETH

WHEREAS, the CITY is in need of qualified and licensed ENGINEER services related to various municipal projects;

WHEREAS, the CITY, in accordance with Section 287.055, Florida Statutes, solicited proposals for professional services as more fully described and set forth in On-Call Professional Civil Engineer Services RFQ 14-034; and

WHEREAS, the ENGINEER submitted a proposal to provide said services and has represented to CITY that it is qualified and desires to perform said services in accordance with the terms and conditions contained herein, and all applicable law and professional standards;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM

1.1 This Agreement is to become effective upon execution by both parties, and shall remain in effect for a three (3) year term, unless terminated as provided for herein. Additionally, the parties agree that the term may be extended upon mutual agreement for periods of one (1) year, but such option to extend may only be utilized three (3) times unless authorized by the City Council for additional extensions.

1.2 The term of any task authorization/work order, as described in Section 2 hereof shall be as set forth in such task authorization/work order, and all of the terms and conditions of this Agreement shall survive until completion of all task authorizations/work orders.

2.0 DESCRIPTION OF SERVICES

2.1 It is expressly understood and acknowledged that nothing herein shall obligate or guarantee to ENGINEER any agreement or task authorization and CITY expressly reserves the right to exercise its option to issue any such agreements to any qualified firm or entity in accordance with all applicable laws, ordinances, policies and/or regulations.

- 2.2 The CITY shall make request of ENGINEER to provide professional engineering and other related consulting services on a task basis. The CITY will communicate with ENGINEER, verbally or in writing, a general description of the task to be performed. The ENGINEER will generate a detailed Scope of Work document, prepare a Schedule, add a not-to-exceed-budget to accomplish the task, and send the thus developed "Task Proposal" to the CITY. If a site visit by ENGINEER is needed to generate the scope document, ENGINEER shall request approval prior to visiting the site. The CITY will review the proposal, and if the description is mutually acceptable, the parties will enter into a written "task authorization or work order". The Scope of Services generally to be provided by the ENGINEER shall be as provided and contemplated by the CITY in that certain RFQ 14-034, and ENGINEER'S response thereto, which are expressly incorporated herein and made a part hereof as if restated.

ENGINEER shall not be authorized to proceed until the CITY has issued a Notice to Proceed to the ENGINEER. Upon receipt of the signed Task Authorization and a Notice to Proceed from the CITY, the ENGINEER shall perform the services set forth in the task authorization/work order.

- 2.3 ENGINEER shall provide CITY'S designated project manager with monthly time sheets or labor cost statements for services rendered during the preceding month. Each time sheet shall state the names and classifications of all personnel who performed services during said month under the task authorization, and the number of hours worked by each.

3.0 CHANGES IN THE SCOPE OF WORK

- 3.1 CITY may make changes in the services at any time by giving written notice to ENGINEER. If such changes increase (additional services) or decrease or eliminate any amount of work, CITY and ENGINEER will negotiate any change in total cost or schedule of modifications. If the CITY and ENGINEER approve any change, the task authorization/work order will be modified to reflect the changes; and ENGINEER shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by CITY'S and ENGINEER'S designated representatives.

- 3.2 All of CITY'S said task authorizations/work orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

- 4.1 ENGINEER shall perform services in conformance with the mutually agreed upon schedule set forth in the negotiated task authorization. ENGINEER shall complete all of said services in a timely manner and will keep CITY fully informed of the status of work on a reasonable basis in relation to the scope of the project or at least monthly. Should ENGINEER fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed upon schedule at no additional cost to the CITY.

- 4.2 No extension for completion of services shall be granted to ENGINEER without CITY'S prior written consent, except as provided in Sections 3.1 and 20.0 herein.

5.0 METHOD OF PAYMENT FOR SERVICES AND EXPENSES

5.1 DEFINITIONS:

5.1.1 The "ENGINEER's Professional Services Fee Schedule" as set forth in Exhibit "A", attached hereto and incorporated herein, are used as a basis for payment for services pursuant to Paragraphs 2.0 and 3.0. These fee schedules shall include wages, salaries, taxes, insurance, overhead and profit. The hourly salary rates set forth in the Fee Schedule are firm for the initial term of the contract (3 years), but are subject to an equitable adjustment that is to be negotiated prior to the renewal of the Agreement. Any adjustments to the Fee Schedule must be mutually agreed to by the CITY and ENGINEER.

5.1.2 The "ENGINEER's Reimbursable Expenses Schedule" as set forth in Exhibit "B", attached hereto and incorporated herein, as provided by the ENGINEER, is used as the basis for payment for actual costs of all reimbursable expenses incurred in connection with the services rendered.

Reimbursable expenses are limited to: printing, travel (not ordinary to the project) and the purchase of specialized software or equipment specific to the task authorization, which are directly in connection with the project and been pre-approved by the City. Said reimbursable expenses shall be passed through at a cost factor of 1.0.

5.1.3 The "Deliverables" are defined as plans, reports, findings, specifications, or anything else that is the end product or work performed by the ENGINEER or the CITY. ENGINEER shall, within such time constraints as may be set forth in the work order, submit to CITY the deliverables as identified in the work order; and ENGINEER shall, upon completion of all work, submit to the CITY all information developed in the course of the consulting services. ENGINEER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to CITY all material furnished to ENGINEER, provided the CITY identifies those materials in writing.

5.2 PAYMENT/COMPENSATION:

CITY agrees to pay or compensate the ENGINEER for the professional services performed on each task authorization/work order in accordance with one of the following methods, unless otherwise provided herein or in the task authorization/work order.

5.2.1 Not to exceed cost based upon the "ENGINEER's Professional Services Fee Schedule."

- 5.2.2 Lump sum cost based upon the "ENGINEER's Professional Services Fee Schedule."
- 5.3 SERVICES-ADDITIONAL: CITY shall pay ENGINEER as follows:
- 5.3.1 Professional Associates, ENGINEERs and/or Subcontractors: For services and expenses of independent associates, ENGINEERs and/or subcontractors employed by ENGINEER, the amount invoiced to ENGINEER times a factor of 1.0 for invoices to the CITY.
- 5.3.2 Expert Witness: For any litigation, arbitration or other legal or administrative proceeding for any time spent in preparation for such litigation, for on the same basis as set forth in Paragraph 5.1 and 5.3.1.
- 5.4 Times of Payments: At monthly intervals, ENGINEER shall submit statements for services, additional services rendered and for reimbursable expenses incurred. The statements will be based upon ENGINEER'S actual manpower expended and actual expenses incurred within the billing period.
- 5.4.1. As a condition precedent to receiving payment, ENGINEER shall have been authorized to proceed by CITY, shall not be in default of any of the terms and conditions of this Agreement and shall provide to CITY an invoice. The invoice shall be forwarded to CITY, no more frequently than once per month, and signed by an authorized representative of ENGINEER related to the applicable monthly installment payment. The invoice shall include a statement identifying the period for which it applies and the sub-tasks or portions thereof, completed by the specific task authorization/work order, and specifically set forth the percent of completion of each sub-task for which compensation is being requested.
- 5.4.2. All invoices submitted for compensation shall include a statement by ENGINEER that states as follows:
- "This statement sets forth only actual time spent by the firm's employees and does not contain any unit billing, multipliers, or other devices that permit payment for more than actual time spent."
- 5.4.3. CITY shall pay all valid, approved, and undisputed invoices within thirty (30) days of receipt from ENGINEER. In the event that CITY disputes any invoice submitted, it shall advise ENGINEER, in writing, and said invoice shall not be deemed due and payable under this agreement. Neither the CITY'S review, approval or acceptance of, nor payment for, any services provided hereunder shall be construed to operate as a waiver of any rights under this Agreement and the ENGINEER shall be liable to CITY for any and all damages to CITY caused by the ENGINEER'S negligent or wrongful performance of any of the services furnished under this Agreement.

5.5 Other Provisions Concerning Payments:

- 5.5.1 In the event of termination by CITY under Section 19.0 during the performance of the services, payments due ENGINEER up to the point of termination, including payments for services rendered, and all costs incurred shall constitute total payment for such services.
- 5.5.2 Records of ENGINEER's Salary Costs and Expenses pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting principles. These records will be made available to CITY for audit upon request by CITY. Copies will be made available to CITY on request prior to final payment for ENGINEER'S services.
- 5.5.3 A separate invoice must be submitted for each individual task authorization. Invoices must show a breakdown of the number of hours worked by each person charging time to the task authorization, hourly salary cost and any reimbursable expenses.

6.0 RIGHT TO INSPECTION

- 6.1 CITY or its agents shall at all times have the right to review or observe the services performed by ENGINEER.
- 6.2 No inspection, review, or observation shall relieve ENGINEER of its responsibility under this Agreement.

7.0 PROGRESS MEETING

CITY'S designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently, if required, during the term of any task authorization entered into under this Agreement. ENGINEER'S Project Manager and all other appropriate personnel shall attend such meetings as designated by CITY'S Project Manager, and ENGINEER shall be compensated at the billing rates set forth in Article 5.0

8.0 SAFETY

- 8.1 ENGINEER agrees to comply with CITY'S published safety standards while on the property of CITY. A copy of these standards is provided in Exhibit "C", attached hereto and incorporated herein.
- 8.2 ENGINEER shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services provided hereunder.

9.0 REASONABLE ACCESS

During the term of this Agreement, CITY shall grant ENGINEER reasonable access to the CITY'S premises for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE AND HOLD HARMLESS/INDEMNIFICATION

ENGINEER and/or any CITY approved subcontractors or sub ENGINEERs shall maintain in force during the term of this Agreement, at its own expense, insurance as set forth below and shall be bound by the terms of the Hold Harmless/Indemnification provisions expressed therein.

Worker's Compensation – as required by applicable state statute.

Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage and \$2,000,000 in the aggregate. The General Liability policy shall include the commercial form, contractual liability and independent contractor's coverage.

Automobile Liability - \$1,000,000 combined single limit for bodily injury and property damage. The Automobile Liability policy shall include the business form, owned, hired and non-owned coverage.

Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate.

Property Coverage – Property coverage in limits sufficient to remedy the loss, and/or loss of use of, valuable papers and records, and any other property of the party utilized in connection with the City.

The General Liability and Automobile Liability shall each contain an endorsement naming the City as an additional insured as to any liability arising out of insured party's performance pursuant to this agreement. The Worker's Compensation and Employer's Liability coverage shall contain an endorsement waiving subrogation as against the City.

Indemnification – ENGINEER shall indemnify and hold harmless and defend the Client and its employees from any liability, settlements, loss of costs of any kind, whether actual or threatened, (including reasonable attorney's fees and cost of defense) to the extent caused by the negligent act, error or omission of ENGINEER in the performance of services under this Agreement.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

ENGINEER shall comply with all requirements of federal, state and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of this Agreement.

12.0 REPRESENTATIONS

- 12.1 ENGINEER represents that the services provided hereunder shall conform to all requirements of this Agreement, RFQ 14-034 and ENGINEER'S response thereto; shall be consistent with recognized and sound professional engineer practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the services rendered.
- 12.2 ENGINEER represents that the personnel furnishing such services shall be qualified and competent to perform the services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.
- 12.3 Subject to the provisions of this Section, should ENGINEER breach the warranties set forth herein, CITY shall have such remedies as may be provided at law or equity.
- 12.4 Without limiting the generality of the foregoing, if the ENGINEER completes its services under any task authorization entered into hereunder, and the ENGINEER'S services are non-complying, defective, or otherwise improperly performed and CITY notifies ENGINEER in writing that a defect, error, omission or noncompliance has been discovered in ENGINEER'S services, ENGINEER shall, at the option of CITY: a) correctly re-perform such non-complying, defective, or otherwise improperly performed services at no additional cost to CITY; b) refund the amount paid by CITY attributable to such non-complying, defective or otherwise improperly performed services; or c) if ENGINEER fails to take action under a) above, at ENGINEER'S sole expense, otherwise cure or have cured any such non-complying, defective, or otherwise improperly performed services.
- 12.5 The only representations made by ENGINEER are those expressly enumerated in this provision. Any other statements of fact or descriptions expressed in the Agreement or any attachments thereto, shall not be deemed to constitute a warranty of the work or any part thereof.

13.0 GUARANTEE AGAINST INFRINGEMENT

ENGINEER guarantees that all services provided under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, ENGINEER shall indemnify and hold harmless CITY, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual infringement of any patent, copyright, or trademark resulting from the use of any goods, services, or other items provided under this Agreement. Notwithstanding the foregoing, ENGINEER may elect to provide non-infringing services.

14.0 DOCUMENTS

- 14.1 Upon CITY'S or its designated Project Manager's request, at any time during the term of this Agreement or upon completion or termination of this Agreement, ENGINEER shall provide CITY or its designated Project Manager with a copy of all documents and electronic files prepared by ENGINEER under this Agreement or any Task Authorization hereunder. CITY understands that re-use of any documents for any other purposes, shall be at the CITY'S own risk.
- 14.2 The parties acknowledge that the CITY is a Florida municipal corporation and subject to the Florida Public Records Law, therefore, to the extent applicable to it, ENGINEER agrees to comply with the terms thereof with regard to any and all documents related to the CITY.
- 14.3 Drawings, specifications, reports, program, manuals, calculations, supporting design documentation or other documents, including all documents on electronic media, provided by the ENGINEER or their sub-ENGINEERS, prepared under this Agreement shall be come property of the CITY. Conformed documents, record documents and final written documents shall be provided electronically in a form specified by the CITY. The CITY agrees to release ENGINEER from any liability that may result from the re-use of documents or modifications thereof, by the CITY of its representatives for any other purpose other than the original intent of this Agreement, without written authorization by the ENGINEER. ENGINEER will retain all common law, statutory, and other reserved rights, including the copyright thereto.

15.0 ASSIGNMENT

- 15.1 ENGINEER shall not assign or subcontract this Agreement, any task authorization hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of CITY.
- 15.2 If, upon receiving written approval from CITY, any part of this Agreement is subcontracted by ENGINEER, ENGINEER shall be fully responsible to CITY for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.
- 15.3 If CITY determines that any subcontractor is not performing in accordance with this Agreement, CITY shall so notify ENGINEER who shall take immediate steps to remedy the situation.
- 15.4 If any part of this Agreement is subcontracted by ENGINEER, prior to commencement of any work by the subcontractor, ENGINEER shall require the subcontractor to provide CITY and its affiliates with insurance coverage as set forth by the CITY'S Risk Management.

16.0 INDEPENDENT ENGINEER

At all times during the term of this Agreement, ENGINEER shall be considered an independent ENGINEER.

17.0 CONFLICT OF INTEREST

ENGINEER shall not undertake any task on behalf of the CITY where ENGINEER has a conflict of interest arising out of a past or present professional relationship with another client. The ENGINEER shall notify the CITY in writing of any conflict of interest or potential conflict of interest should arise.

18.0 DEFAULT

If during the term of this Agreement, ENGINEER shall be in default of any of the material provisions of this Agreement, CITY may suspend its performance hereunder until such delinquency or default has been corrected; provided, however that no suspension shall be effective unless and until CITY gives written notice of the default to ENGINEER with at least ten (10) days to cure such default. If ENGINEER fails to correct such delinquency or default within thirty (30) days of suspension by CITY, CITY may terminate this Agreement.

19.0 TERMINATION

Notwithstanding any other provision of this Agreement, CITY may, upon written notice to ENGINEER, terminate this Agreement if: a) without cause and for convenience upon thirty (30) days written notice to ENGINEER b) ENGINEER is adjudged to be bankrupt; c) ENGINEER makes a general assignment for the benefit of its creditors; d) ENGINEER fails to comply with any of the conditions or provisions of this Agreement; or e) ENGINEER is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy CITY may have under this Agreement. In the event of such termination, CITY shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work, properly performed and accepted prior to the effective date of termination.

20.0 FORCE MAJEURE

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God: fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to CITY'S affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstances of Force Majeure remain in effect for sixty (60) days, either party may terminate this Agreement.

21.0 GOVERNING LAW & VENUE

This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue shall be Lake County, Florida, or the United States District Court in and for the Middle District of Florida.

22.0 HEADINGS

Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

23.0 SEVERABILITY

In the event any portion or part of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.

24.0 WAIVER AND ELECTION OF REMEDIES

- 24.1 Waiver by either party of any terms, condition, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.
- 24.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

25.0 THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CITY and ENGINEER.

26.0 PROHIBITION AGAINST CONTINGENT FEES

ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

27.0 ENTIRE AGREEMENT

Except as otherwise state, this Agreement, including the schedules, attachments, appendixes and exhibits attached hereto, constitutes the entire agreement between CITY and ENGINEER with

respect to the services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

28.0 SOVEREIGN IMMUNITY

Nothing contained in the Agreement shall be construed as a waiver of the CITY'S rights to sovereign immunity under Section 768.28, *Florida Statutes*, or other limitations imposed on the CITY'S potential liability under state or federal law.

29.0 NOTICE

Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

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

ENGINEER: GAI Consultants, Inc.
Gary M. DeJidas, P.E., President
618 E. South Street, Suite 700
Orlando, FL 32801

Either party may change the name of the person receiving notices and the address at which notices are received by so advising the other party in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below:

CITY OF CLERMONT, FLORIDA

GAI CONSULTANTS, INC.

BY:

BY: _____

Gail Ash, Mayor

Printed Name and Title

ATTEST:

ATTEST:

Tracy Ackroyd, City Clerk

(CORPORATE SEAL)

EXHIBIT A

2014 Corporate Hourly Rate Schedule

The use of "Engineer" in the titles in the Hourly Rate Schedule applies to professional engineers, geologists, and surveyors. Any changes in hourly rates to reflect increases in cost of living, taxes, benefits, etc. will take effect on December 28, 2014.

Labor Classification	Invoice Rate
Principals, Senior Project Directors	\$195.00
Senior Technical Leaders, Senior Planning Managers, Senior Design Managers	\$185.00
Technical Leaders, Design Managers	\$165.00
Senior Project Managers	\$160.00
Project Managers	\$145.00
Senior Construction Managers, Senior Environmental Managers	\$135.00
Senior Project Engineers, Senior Utility Rate and Funding Specialists, Landscape Architecture Managers	\$130.00
Senior Landscape Architects, Planning Managers	\$125.00
Project Environmental Specialists	\$120.00
Landscape Architects, Project Construction Specialists	\$115.00
Planners, Project Engineers	\$105.00
Senior Project GIS Specialists	\$100.00
Project GIS Specialists, Utility Rate and Funding Specialists	\$85.00
GIS Specialists	\$75.00

2014 Corporate Hourly Rate Schedule

The non-exempt personnel categories shown below are subject to overtime rate.

Labor Classification	Invoice Rate
Senior Lead CAD Designers	\$100.00
Senior Lead Inspectors, Senior CAD Designers	\$95.00
Senior Inspectors, Lead CAD Operators	\$85.00
Senior Lead Construction Technicians, Senior Project Controls Associate, Project Coordinators	\$75.00
Lead Construction Technicians, Lead Survey Technicians, CAD Operators, Senior Administrative Assistants	\$70.00
Senior Construction Technicians, Administrative Assistants	\$60.00
Survey Crew - 4 Person (including Survey equipment and vehicle)	\$185.00
Survey Crew - 3 Person (including Survey equipment and vehicle)	\$165.00
Survey Crew - 2 Person (including Survey equipment and vehicle)	\$135.00

EXHIBIT B

2014 Media Services Rate Schedule

Small Format ReproGraphics	Black & White (each)	Color (each)
8.5" x 11" Letter	\$0.05	\$0.15
8.5" x 14" Legal	\$0.08	\$0.20
11" x 17" Tabloid	\$0.10	\$0.30
12" x 18" Tabloid Extra	\$0.13	\$0.38
Double-sided Second Side	\$0.02	\$0.12

Cardstock Paper
add \$0.18 / ea.

Transparency
add \$0.83 / ea.

Covers and Bindings:	
GAI Standard Covers	\$0.47
Custom Cover	\$0.68
(price per each set - front and back cover)	
Comb Binding	\$0.15 / ea.
Spiral Binding	\$0.25 / ea.
GAI Custom Tabs	\$0.45 / ea.
Generic Tabs	\$0.23 / ea.
Plastic Drawing Pockets	\$0.38 / ea.
Clear Cover Protectors	\$0.23 / ea.

Binders	.5"	1"	1.5"	2"	2.5"	3"	4"
(each)	\$1.87	\$1.87	\$2.07	\$2.55	\$3.58	\$3.80	\$5.65

Mounting	11" x 17"	18" x 24"	24" x 36"	36" x >
(each)	\$7.50	\$10.50	\$13.50	\$18.00

Rates are subject to change on December 28, 2014.

2014 Media Services Rate Schedule

Large Format ReproGraphics	Black & White Bond \$0.10/sq. ft.	Color Bond \$0.28/sq. ft.
11" x 17"	\$0.13	\$0.36
12" x 18"	\$0.15	\$0.42
18" x 24"	\$0.30	\$0.84
22" x 34"	\$0.52	\$1.45
24" x 36"	\$0.60	\$1.68
30" x 42"	\$0.88	\$2.45
36" x 48"	\$1.20	\$3.36

Photo Printing	Color	Black & White
4" x 6"	\$0.39	\$0.18
5" x 7"	\$0.71	\$0.50
8" x 10"	\$0.86	\$0.65
8.5" x 11"	\$0.92	\$0.71

CD/DVD Duplication	CDs	DVDs
	\$3.00	\$5.00

Rates are subject to change on December 28, 2014.

EXHIBIT C



City of Clermont, Florida

Safety Program Procedure

Effective: October 9, 2013

(Replaces Safety Policy dated November 24, 1998)

A. Purpose

The purpose of this document is to provide an overall written description of the City of Clermont's (City) Safety Program.

B. Scope

The provision set forth in this safety policy shall apply equally to all City employees, and for the purpose of this policy volunteers shall be considered employees.

C. Employee Duties and Responsibilities

Employees must participate in, abide by, and be accountable for the City's safety program. There are many ways in which employees can be involved and remain informed.

1. **Safety Action Team (SAT)** – The SAT is comprised of a variety of talents of employees and representation from all the departments. The periodic forum allows for employee input on safety matters including the presentation of concerns and recommendations for improving overall employee safety, review of injuries/accidents and development of preventative corrective measures, and evaluation and promotion of safety training programs.
2. **Correction/reporting of safety hazards** – Employees are empowered to correct unsafe conditions within his/her power to correct, other items should be reported to a supervisor/manager immediately.
3. **Reporting injuries/illnesses and accidents** – Reporting all injuries/illnesses and accidents to the supervisor, regardless whether medical attention is sought. Near miss injuries and accidents should also be reported.
4. **Participation in safety training** – Employees must receive the proper safety training required by his/her job assignment. Supervisors/managers are directly responsible for ensuring that employees receive the required training.
5. **Conducting safety meetings** – Supervisors/managers are responsible for conducting safety meetings or "just in time" training topics, topics discussed or presented in SAT meetings, or topics pertinent to the respective work area. Employees are encouraged to volunteer to present safety topics (topics provided by the supervisor/manager) to fellow co-workers.

6. Conducting safety training for new/current employees – Supervisors/managers are responsible for conducting or coordinating the facilitation of safety training for new and current employees. Employees may be asked to conduct specific safety training pertinent to the respective work area by the supervisor/manager.

D. Management/Supervisory Duties and Responsibilities

1. Policy – The City has established a Safety Program Policy, which has been approved by the City Council.
2. Involvement – Management involvement consists of management showing a hands-on involvement in the City's Safety Program. This is accomplished by numerous means including, support of the SAT, conducting/ensuring investigations be conducted into injuries/illnesses and property damage, and discussing safety topics at meetings. Observing management involvement encourages employees to become more personally involved in safety and fosters a caring, trusting relationship between employees and management.
3. Role and Responsibility – Managers/supervisors are directly responsible for the safety of employees, and must empower employees to take action on safety issues. Empowerment allows employees to take ownership of safety issues and follow issues through to completion. The role and responsibility of managers/supervisors includes the following:
 - a. Being well versed in the content and application of the City's Safety Policy, Procedure and departmental specific safety requirements and guidelines.
 - b. Monitoring employee workplace safety compliance including the use of personal protective equipment (PPE) and other issued safety equipment.
 - c. Encouraging employees to report unsafe work conditions and practices, and empower employees to have the authority to identify and correct safety issues when immediately necessary.
 - d. Encouraging employees to be involved in the City's safety program(s). Allotting time for employees to work on safety issues and volunteer as members on the SAT.
 - e. Being a safety mentor to employees and always leading by example.
 - f. Providing specific safety training to employees, including area specific.
 - g. Attending supervisor safety training courses when offered.
4. Corrective Actions/Discipline – Department Directors will ensure enforcement of safety requirements and respond to non-compliance with progressive or non-

progressive corrective action/discipline dependent upon the severity of the infraction and other pertinent factors.

E. Work Area Safety and Maintenance

1. All employees are responsible for the safety of his/her work area. Employees must practice safe work habits, as work-related accidents can be avoided. Employees should report all safety matters (e.g., trip hazards, broken equipment, etc.) to his/her supervisor immediately so that the issues can be corrected.
2. Managers/supervisors continually observe workplace conditions and correct unsafe conditions and work practices.
3. The Public Works Department conducts maintenance and repair of buildings, building systems, facility sites, and vehicles and equipment. Preventative maintenance services are conducted at intervals specified in maintenance procedures, manuals, and as determined by Public Works. Repairs are completed on an "as needed" basis. Facilities are surveyed to determine and schedule predictable maintenance and repairs. Public Works schedules, tracks and records all maintenance and repairs, including re-occurring preventative maintenance items.

F. Injury/Accident Reporting and Supervisor Investigation

All injuries/illnesses and accidents involving City property, vehicles, or equipment must be reported to a supervisor immediately, no later than the same workday. This includes non-employee injuries occurring on City property. Medical assistance should be summoned without delay in all instances, should immediate care be necessary.

The employee and supervisor injury/illness and/or accident form(s) shall be completed. All reported injuries/illnesses and accidents must be investigated by a supervisor as soon as possible, within twenty-four (24) hours of the supervisor being informed of the injury/accident.

Supervisors shall make a thorough report concerning all details involved. The information gained from investigation reports can be utilized to identify and correct unsafe conditions and work practices.

The Department Director should be made aware of all injuries/illnesses and accidents, and he/she ensure all required paperwork is completed. The Police Department will investigate accidents where damage to private vehicles/property involves City employees, vehicles and/or equipment.

Employees must not admit or offer a settlement in situations involving non-employees and/or non-City property. Employees will only discuss the circumstances surrounding an incident with a supervisor, manager, department director and/or investigating law enforcement officer.

All investigation reports are reviewed by the SAT. The SAT discusses the preventability of injuries/illnesses and accidents, whether appropriate action has been taken to prevent future incidences, and make recommendations of additional action if necessary.

G. Trend Analysis

Part of the process of minimizing injuries/illnesses and accidents involves reviewing causes determined by reports and investigations to identify trends. If a trend is detected, a plan of action will be determined and acted upon. The plan of action may consist of specific training, personal protective equipment, and/or other safety initiatives.

H. Safety Training

Safety training is the responsibility of the City, management, and employees.

1. All Employees are required to participate in general safety training delivered to all employees through New Employee Orientation, Area Specific Orientation and departmental specific safety topics.
2. Supervisors, managers, and directors are required to attend the programs above, and supervisors may also be required to attend specialty training programs depending on the requirements for the respective work areas.
3. Managers/supervisors will conduct or coordinate the facilitation of other specialty training programs which may be required of employees depending on the specific work area, e.g., Hazard Communication, Hearing Conservation, Bloodborne Pathogen, Respiratory Protection, Lockout/Tagout, Confined Space Entry, Ladder Safety, Proper Lifting, Respiratory Protection, and Powered Industrial Vehicle Operation.

I. Contractor Safety

The City's vendor selection process for the purchase of commercial goods and services typically includes documentation that specifies minimum contractor qualifications, contractor selection criteria, Insurance requirements and specific information about the contract work to be performed. Contractors are required to meet the Federal, State, Local and/or any other safety-related requirements stated in this documentation and provide confirming information to the contract administrator, Purchasing Manager, or Human Resources upon request. Contractors are responsible for training employees in all safety program requirements.

J. Record Keeping

Records will be maintained by the responsible department, for example Finance/Purchasing will maintain vendor selection records, Public Works will maintain

facility maintenance records, Human Resources will maintain New Employee Orientation and Area Specific Orientation training records, and each department shall maintain employee specific work area training records (e.g. Powered Industrial Vehicle training documents for each employee within the department).

K. Authority

The authority to issue or revise this Procedure is reserved to the City Manager. The City Manager may authorize exceptions to this procedure when deemed appropriate.



Darren Gray, City Manager

10/9/13

Date

Appendix A

Common Safety Rules/Guidelines

The following safety rules or guidelines are generic in nature and apply to all City employees. Department specific safety rules and/or guidelines are developed by the departments as necessary.

Vehicle Safety

- All vehicles are inspected in accordance with Appendix B of this procedure.
- Employees will not operate a vehicle that has been determined to be unsafe until repairs or corrective action has been made.
- Any employee operating a City vehicle will be in possession of a current, valid Florida driver license issued for the type, class or weight of the vehicle being operated. An employee must notify his/her Department Director of any suspension or revocation of driver license.
- Any employee operating a City vehicle shall observe all applicable traffic laws, including wearing a seatbelt. Employees shall drive with courtesy and respect for other motorists.
- Any employee backing a large truck or other sight-restricted vehicle, in which the vehicle is not equipped with functioning rearview cameras, shall enlist the assistance of another employee in backing the vehicle. The assisting employee will act as a spotter to aid the driver in safely backing the vehicle.

Lifting Safety

- Most City employees will be required to lift or move materials or equipment as part of his/her assigned work.
- Material storage will be arranged to permit safety handling, heavier materials will be stored at or near floor level. Other materials should not be stored above eye level to reduce the need for a ladder or reaching above the employee's head.
- An employee should not attempt to lift an object or material that is close to the employee's physical capability. Employees should solicit the help of another employee or use a material handling device.
- Lifting technique is important in preventing an injury.
 - Position feet close to the object being lifted
 - Center body over the object
 - Bend knees and grasp the object firmly
 - Lift straight up and smoothly, and let legs (not back) do the work
 - Do not twist or turn body once the lift has been made
 - Object should be carried steady and close to the body

- Sudden twisting or turning could result in a back injury

Electrical Safety

- Employees working with or around electrical equipment must practice safe work habits.
- Malfunctioning electrical appliances and power tools shall be tagged and removed from use until repairs are made. If appliance/tool cannot be repaired, the unit may be replaced.
- Extension cords are intended for temporary use, and shall not substitute permanent wiring.
- Electrical outlets and circuits must not be overloaded. The use of cube taps or multi-plug adapters is not permitted.
- Grounding plugs will be used as intended, and must not be altered by the removal of the grounding prong. Grounding adapters will not be used in place of grounding receptacles.
- Electrical cords that are defective, frayed or otherwise considered unsafe must be replaced. Employees must not consider makeshift repairs with splices and electrical tape as sufficient enough to allow the continued use of a damaged electrical cord.
- Ground Fault Circuit Interrupters will be used for all portable tools. Emergency generators will be installed and grounded per manufacturer's guidelines.
- Most electrical work will be performed by a licensed industrial electrician or appropriately trained employee. Employees involved in performing minor electrical repair work will ensure that the circuit involved is de-energized and that the switch or circuit breaker controlling the circuit is tagged or locked out while the repair is conducted.

Fire Safety and Prevention

- The absolute best defense against any fire is prevention. Employees must be aware of the many potential causes for fire in the workplace and must report any possible problem areas to a supervisor for corrective action.
- Good housekeeping is important in any fire prevention effort. Allowing combustible debris and clutter to accumulate will increase the opportunity for a fire to occur and spread rapidly. Employees must keep his/her workplace free of debris and other unnecessary combustible storage.
- The storage of flammable and combustible liquids shall be in a manner approved by the Fire Department. Approved safety cans, flammable liquid cabinets and specially designed storage rooms are generally acceptable for the storage of flammable and combustible liquids. Supervisors will ensure that the storage and

handling of flammable and combustible liquids within his/her work area complies with fire regulations.

- Smoking by employees or the general public is prohibited in many locations by fire and/or health regulations. Employees shall not smoke in any City buildings, vehicles, or in any areas where "No Smoking" signs are posted. Supervisors will monitor employees for compliance in "No Smoking" areas.
- Fire extinguishers will be provided where needed in City buildings and vehicles. Employees will become familiar with the locations of fire extinguishers in the work area. Training will be provided in the proper use of fire extinguishers by the supervisor or the Fire Department.
- In case of fire, the employee must immediately dial 911 and report the fire to the Fire Department. After reporting the fire, the employee must ensure that all affected persons are evacuated to a safe area. Doors should be closed where available to isolate the fire area from the remainder of the structure.
- If caught in smoke, individuals should crawl and stay low. Cleaner, cooler air will be nearer to the floor, and heat, smoke and noxious gases will rise toward the ceiling.
- Employees should always keep an unobstructed exit path when attempting to extinguish a fire. It is important to remember that fire extinguishers are only intended to be used on small fires in their beginning stages. In the event of a large fire, or if a small fire is not able to be extinguished, the area should be evacuated and allow the fire department to handle the situation.

First Aid

First aid kits are available in City buildings and vehicles. Employees should familiarize themselves with the location and content of first aid kits in the work area.

Well stocked First-Aid kit(s) for employee use will be maintained.

- The basic inventory of each first aid kit is reviewed and renewed as needed at periodic SAT meetings. Records of reviews and replenishments shall be maintained by the respective departments.
- These kits will be located so as to allow easy and quick access. First-aid kits and required contents are to be maintained in a serviceable condition.
- All items which must be kept sterile must be individually wrapped and sealed. Items such as scissors, tweezers, tubes of ointments with caps, or rolls of adhesive tape, need not be individually wrapped, sealed, or disposed of after a single use or application.

Employees are not required to perform first aid as part of their job duties. Any employee can voluntarily assist another employee with open wounds, after taking personal protective

Aids/HIV and Hepatitis B are the primary infectious diseases of concern in blood. All blood should be assumed to be infectious. These diseases can both be deadly. In the event of a bleeding injury where first aid is needed, use gloves if possible to prevent exposure to blood or other potentially infectious materials. The injured person can often help by applying pressure to the wound. Gloves are available in the first aid kits. Employees exposed to blood while giving first aid should wash immediately with soap and water and report the incident to a supervisor.

Immediate professional emergency medical assistance shall be summoned by dialing 911 for any employee or citizen suspected to be seriously injured or ill.

Appendix B

Safety Inspections

Workplace Inspections

- Supervisors will monitor workplace safety conditions daily, and ensure that work areas are maintained free of clutter, improper storage and other trip/fall hazards. Flammable and combustible liquids are to be stored in safety containers, in flammable liquid cabinets or as otherwise approved by the Fire Department. Supervisors will monitor employee use of all provided safety equipment to ensure that employees are wearing or using safety equipment as directed.
- A supervisor, or designated employee, from each department will conduct a formal monthly safety inspection of all work areas within his/her department. Each inspection will be documented on a form provided by the department. Upon completion, the safety inspection form will be forwarded to the Manager and Department Director for review. Areas needing corrective action taken will be addressed. Safety inspection forms from all City departments will be forwarded to the safety committee for review. The safety committee will ensure that corrective actions have been taken and may make additional recommendations as necessary.

Vehicle Inspections

- Each department will establish and maintain regular vehicle safety inspections. The frequency and type of vehicle inspection vary, however a basic safety inspection should be conducted daily.
- Inspection forms will be completed for each vehicle. Minor problems will be corrected during the inspection if feasible. Problems beyond the inspecting employee's ability to correct should be referred to Public Works/Fleet Maintenance.
- Areas to be inspected include tires, lighting systems, brakes, windshield wipers, glass/mirrors, seat belts, fire extinguisher(s), backup alarm, and warning devices.
- Employees shall not operate a City vehicle when an inspection deems the vehicle to be unsafe for operation. A supervisor will be notified and the unsafe vehicle will be placed out of service until corrective action can be taken.

Equipment Inspections

- Departments which utilize fixed/portable power equipment will establish an inspection program for such equipment. The inspection program and frequency of inspections will be based upon manufacturer's recommendations and recognized good work practices.

- **Inspection forms will be developed and utilized by each department for conducting equipment safety inspections.**
- **Employees shall not operate equipment when an inspection deems the equipment to be unsafe for operation. A supervisor will be notified and the unsafe equipment will be tagged and placed out of service pending equipment repair.**

Appendix C

Training

Virtually every task performed by an employee requires some level of training. Supervisors shall adequately emphasize safety when instructing an employee on the performance of a certain task.

Job Orientation

- Each department must provide new employees with comprehensive job orientation training that addresses job safety hazards and provides new employees with adequate training to work safely around such hazards.
- Supervisors will explain/demonstrate how a job is to be conducted step-by-step. The supervisor will have the employee demonstrate his/her ability to correctly and safely perform the job while the supervisor evaluates the employee. The supervisor will make corrections as needed.*

Department/Area Specific Safety Training

- Area Specific Safety Orientation must be given to employees entering a work area during the first week of hire or new assignment. The supervisor may designate a qualified instructor from the area to provide this training. The Area Specific Safety Orientation form shall be completed and forwarded to Human Resources. The form will be filed in the employee's personnel file
- Each department/area may require additional specific safety training, and employees will comply with the requirements of the department as if it were part of this procedure.*

Additional Training

- Supervisors will ensure that all employees receive adequate training whenever new processes or equipment are introduced into the workplace.
- Additional comprehensive training may be required when an employee is promoted or reclassified to a different position or when a job description is revised to include additional responsibilities or hazards.*
- Safety training must be ongoing, and supervisors must monitor employees for compliance after training or retraining.

** Documentation of employee training will be completed and kept on file at the department.*

Appendix D

Area/Function Specific Programs

Hazard Communication Standard

- An employee whose job requires that he/she work with regulated materials or work where such materials are handled or stored in accordance with the requirements of OSHA (Occupational Safety and Health Administration) Hazard Communication Standard. Most City employees fall under the requirements of the Standard to some degree.
- An employee must receive the initial training after beginning work and must receive refresher training on an annual basis.*

Bloodborne Pathogens

- The Bloodborne Pathogens Standard applies to any employee who could reasonably be expected to be exposed to blood or body fluids in the course of his/her normal work. This typically applies to emergency service workers such as firefighters and police officers. Wastewater collection and treatment system workers (and lifeguards, when applicable) have been identified as being at a low to moderate risk.
- Employees covered by the Bloodborne Pathogens Standard must receive initial training upon beginning work and must receive refresher training on an annual basis.*
- The City offers a Hepatitis B (HBV) vaccination series at no charge to any employee identified as being at risk under this Standard.

Permit Required Confined Space Entry

- A confined space is "a space that is large enough for an employee to enter, has restricted means of entry or exit and is not designed for continuous employee occupancy." This generally applies to utilities and drainage system workers.
- Initial Confined Space Entry training is required for all affected employees. Refresher training is required on an annual basis.*

** Documentation of employee training will be completed and kept on file at the department.*

Appendix E

Personal Protective Equipment (PPE)

The type and use of PPE will vary by department, and each department will develop guidelines concerning employee use of PPE.

Eye Protection

- Eye protection is provided for all employees performing a task or working in an area where the possibility of an eye injury exists. The employee must wear the provided eye protection.
- Supervisors will instruct employees as to when eye and face protection is necessary. Employees will also receive instructions concerning selecting the proper protective eyewear, wearing it properly, limits of protection and proper care and maintenance of protective eyewear.*
- Protective eyewear included safety glasses, goggles and face shields. Some tasks will require that the employee wears safety glasses/goggles in conjunction with a full-face safety shield. Supervisors will ensure that employees have selected the proper type of eye protection for the task being performed.
- Prescription safety eyewear will be provided to employees who must wear eye protection but have the need for corrective lenses. Department Directors have the necessary information to obtain the proper prescription safety eyewear for an employee. All Safety Eyewear needs to meet ANSI (American National Standards Institute) Standards.

Hearing Protection

- Directors/managers will evaluate work areas and equipment use to determine noise exposure levels and the need for employee hearing protection. Hearing protection is required for employees exposed to a noise level in excess of 85 decibels (dB) averaged over an eight-hour period. Higher noise levels over a shorter time period would require employee hearing protection as well.
- The type of hearing protection provided is usually in the form of earplugs or earmuffs. Supervisors will assist employees in choosing the proper type of hearing protection. Supervisors will instruct employees concerning the use and limitations of the hearing protection provided.*
- Employees will utilize hearing protection at all times when exposed to noise levels in excess of the permissible guidelines.

Respiratory Protection

- Employees who are exposed to respiratory hazards will be provided with proper respiratory protection equipment. Protective equipment may consist of filtration masks, hazard-specific canister masks, supplied air masks, or self-contained breathing apparatus (SCBA).
- Employees wearing respiratory protection other than simple filter masks must be fit tested on an annual basis. Employees who wear self-contained breathing apparatus must undergo and pass an annual medical examination including a pulmonary function test.
- Supervisors will instruct employees in the selection, use and maintenance of respiratory protection equipment. Supervisors will ensure that employees understand the hazards of the various environments requiring the use of respiratory protection equipment and the limitations of the equipment itself.*
- Employees will utilize protective equipment at all times when exposed to respiratory hazards.

Foot Protection

- Employees who are exposed to falling/rolling objects or puncture hazards are required to wear safety footwear or equivalent protection.
- All safety shoes worn by employees shall be classed according to ANSI Z.41.1991-1999 Standard as prescribed by OSHA (Regulation 29, CFR Part 1910-136), or shall be determined by the City to be equally effective.
- Each Department Director shall be responsible for the identification of positions which require safety footwear.
- Purchase of Footwear shall comply with the City's Safety Footwear Purchase Program.

** Documentation of employee training will be completed and kept on file at the department.*

CONTINUING SERVICES AND AGREEMENT FOR
ON-CALL CIVIL ENGINEER PROFESSIONAL SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____ 2014, by and between the CITY OF CLERMONT, FLORIDA, a municipal corporation under the laws of the State of Florida whose address is: 685 W. Montrose Street, Clermont, Florida, hereinafter referred to as "CITY" and BOOTH, ERN, STRAUGHAN & HIOTT, INC. (BESH), 902 North Sinclair Avenue, Tavares, Florida, hereinafter referred to as "ENGINEER."

WITNESSETH

WHEREAS, the CITY is in need of qualified and licensed ENGINEER services related to various municipal projects;

WHEREAS, the CITY, in accordance with Section 287.055, Florida Statutes, solicited proposals for professional services as more fully described and set forth in On-Call Professional Civil Engineer Services RFQ 14-034; and

WHEREAS, the ENGINEER submitted a proposal to provide said services and has represented to CITY that it is qualified and desires to perform said services in accordance with the terms and conditions contained herein, and all applicable law and professional standards;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM

- 1.1 This Agreement is to become effective upon execution by both parties, and shall remain in effect for a three (3) year term, unless terminated as provided for herein. Additionally, the parties agree that the term may be extended upon mutual agreement for periods of one (1) year, but such option to extend may only be utilized three (3) times unless authorized by the City Council for additional extensions.
- 1.2 The term of any task authorization/work order, as described in Section 2 hereof shall be as set forth in such task authorization/work order, and all of the terms and conditions of this Agreement shall survive until completion of all task authorizations/work orders.

2.0 DESCRIPTION OF SERVICES

- 2.1 It is expressly understood and acknowledged that nothing herein shall obligate or guarantee to ENGINEER any agreement or task authorization and CITY expressly reserves the right to exercise its option to issue any such agreements to any qualified firm or entity in accordance with all applicable laws, ordinances, policies and/or regulations.

- 2.2 The CITY shall make request of ENGINEER to provide professional engineering and other related consulting services on a task basis. The CITY will communicate with ENGINEER, verbally or in writing, a general description of the task to be performed. The ENGINEER will generate a detailed Scope of Work document, prepare a Schedule, add a not-to-exceed-budget to accomplish the task, and send the thus developed "Task Proposal" to the CITY. If a site visit by ENGINEER is needed to generate the scope document, ENGINEER shall request approval prior to visiting the site. The CITY will review the proposal, and if the description is mutually acceptable, the parties will enter into a written "task authorization or work order". The Scope of Services generally to be provided by the ENGINEER shall be as provided and contemplated by the CITY in that certain RFQ 14-034, and ENGINEER'S response thereto, which are expressly incorporated herein and made a part hereof as if restated.

ENGINEER shall not be authorized to proceed until the CITY has issued a Notice to Proceed to the ENGINEER. Upon receipt of the signed Task Authorization and a Notice to Proceed from the CITY, the ENGINEER shall perform the services set forth in the task authorization/work order.

- 2.3 ENGINEER shall provide CITY'S designated project manager with monthly time sheets or labor cost statements for services rendered during the preceding month. Each time sheet shall state the names and classifications of all personnel who performed services during said month under the task authorization, and the number of hours worked by each.

3.0 CHANGES IN THE SCOPE OF WORK

- 3.1 CITY may make changes in the services at any time by giving written notice to ENGINEER. If such changes increase (additional services) or decrease or eliminate any amount of work, CITY and ENGINEER will negotiate any change in total cost or schedule of modifications. If the CITY and ENGINEER approve any change, the task authorization/work order will be modified to reflect the changes; and ENGINEER shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by CITY'S and ENGINEER'S designated representatives.

- 3.2 All of CITY'S said task authorizations/work orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

- 4.1 ENGINEER shall perform services in conformance with the mutually agreed upon schedule set forth in the negotiated task authorization. ENGINEER shall complete all of said services in a timely manner and will keep CITY fully informed of the status of work on a reasonable basis in relation to the scope of the project or at least monthly. Should ENGINEER fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed upon schedule at no additional cost to the CITY.

- 4.2 No extension for completion of services shall be granted to ENGINEER without CITY'S prior written consent, except as provided in Sections 3.1 and 20.0 herein.

5.0 METHOD OF PAYMENT FOR SERVICES AND EXPENSES

5.1 DEFINITIONS:

5.1.1 The "ENGINEER's Professional Services Fee Schedule" as set forth in Exhibit "A", attached hereto and incorporated herein, are used as a basis for payment for services pursuant to Paragraphs 2.0 and 3.0. These fee schedules shall include wages, salaries, taxes, insurance, overhead and profit. The hourly salary rates set forth in the Fee Schedule are firm for the initial term of the contract (3 years), but are subject to an equitable adjustment that is to be negotiated prior to the renewal of the Agreement. Any adjustments to the Fee Schedule must be mutually agreed to by the CITY and ENGINEER.

5.1.2 The "ENGINEER's Reimbursable Expenses Schedule" as set forth in Exhibit "B", attached hereto and incorporated herein, as provided by the ENGINEER, is used as the basis for payment for actual costs of all reimbursable expenses incurred in connection with the services rendered.

Reimbursable expenses are limited to: printing, travel (not ordinary to the project) and the purchase of specialized software or equipment specific to the task authorization, which are directly in connection with the project and been pre-approved by the City. Said reimbursable expenses shall be passed through at a cost factor of 1.0.

5.1.3 The "Deliverables" are defined as plans, reports, findings, specifications, or anything else that is the end product or work performed by the ENGINEER or the CITY. ENGINEER shall, within such time constraints as may be set forth in the work order, submit to CITY the deliverables as identified in the work order; and ENGINEER shall, upon completion of all work, submit to the CITY all information developed in the course of the consulting services. ENGINEER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to CITY all material furnished to ENGINEER, provided the CITY identifies those materials in writing.

5.2 PAYMENT/COMPENSATION:

CITY agrees to pay or compensate the ENGINEER for the professional services performed on each task authorization/work order in accordance with one of the following methods, unless otherwise provided herein or in the task authorization/work order.

5.2.1 Not to exceed cost based upon the "ENGINEER's Professional Services Fee Schedule."

5.2.2 Lump sum cost based upon the "ENGINEER's Professional Services Fee Schedule."

5.3 SERVICES-ADDITIONAL: CITY shall pay ENGINEER as follows:

5.3.1 Professional Associates, ENGINEERs and/or Subcontractors: For services and expenses of independent associates, ENGINEERs and/or subcontractors employed by ENGINEER, the amount invoiced to ENGINEER times a factor of 1.0 for invoices to the CITY.

5.3.2 Expert Witness: For any litigation, arbitration or other legal or administrative proceeding for any time spent in preparation for such litigation, for on the same basis as set forth in Paragraph 5.1 and 5.3.1.

5.4 Times of Payments: At monthly intervals, ENGINEER shall submit statements for services, additional services rendered and for reimbursable expenses incurred. The statements will be based upon ENGINEER'S actual manpower expended and actual expenses incurred within the billing period.

5.4.1. As a condition precedent to receiving payment, ENGINEER shall have been authorized to proceed by CITY, shall not be in default of any of the terms and conditions of this Agreement and shall provide to CITY an invoice. The invoice shall be forwarded to CITY, no more frequently than once per month, and signed by an authorized representative of ENGINEER related to the applicable monthly installment payment. The invoice shall include a statement identifying the period for which it applies and the sub-tasks or portions thereof, completed by the specific task authorization/work order, and specifically set forth the percent of completion of each sub-task for which compensation is being requested.

5.4.2. All invoices submitted for compensation shall include a statement by ENGINEER that states as follows:

"This statement sets forth only actual time spent by the firm's employees and does not contain any unit billing, multipliers, or other devices that permit payment for more than actual time spent."

5.4.3. CITY shall pay all valid, approved, and undisputed invoices within thirty (30) days of receipt from ENGINEER. In the event that CITY disputes any invoice submitted, it shall advise ENGINEER, in writing, and said invoice shall not be deemed due and payable under this agreement. Neither the CITY'S review, approval or acceptance of, nor payment for, any services provided hereunder shall be construed to operate as a waiver of any rights under this Agreement and the ENGINEER shall be liable to CITY for any and all damages to CITY caused by the ENGINEER'S negligent or wrongful performance of any of the services furnished under this Agreement.

5.5 Other Provisions Concerning Payments:

- 5.5.1 In the event of termination by CITY under Section 19.0 during the performance of the services, payments due ENGINEER up to the point of termination, including payments for services rendered, and all costs incurred shall constitute total payment for such services.
- 5.5.2 Records of ENGINEER's Salary Costs and Expenses pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting principles. These records will be made available to CITY for audit upon request by CITY. Copies will be made available to CITY on request prior to final payment for ENGINEER'S services.
- 5.5.3 A separate invoice must be submitted for each individual task authorization. Invoices must show a breakdown of the number of hours worked by each person charging time to the task authorization, hourly salary cost and any reimbursable expenses.

6.0 RIGHT TO INSPECTION

- 6.1 CITY or its agents shall at all times have the right to review or observe the services performed by ENGINEER.
- 6.2 No inspection, review, or observation shall relieve ENGINEER of its responsibility under this Agreement.

7.0 PROGRESS MEETING

CITY'S designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently, if required, during the term of any task authorization entered into under this Agreement. ENGINEER'S Project Manager and all other appropriate personnel shall attend such meetings as designated by CITY'S Project Manager, and ENGINEER shall be compensated at the billing rates set forth in Article 5.0

8.0 SAFETY

- 8.1 ENGINEER agrees to comply with CITY'S published safety standards while on the property of CITY. A copy of these standards is provided in Exhibit "C", attached hereto and incorporated herein.
- 8.2 ENGINEER shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services provided hereunder.

9.0 REASONABLE ACCESS

During the term of this Agreement, CITY shall grant ENGINEER reasonable access to the CITY'S premises for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE AND HOLD HARMLESS/INDEMNIFICATION

ENGINEER and/or any CITY approved subcontractors or sub ENGINEERs shall maintain in force during the term of this Agreement, at its own expense, insurance as set forth below and shall be bound by the terms of the Hold Harmless/Indemnification provisions expressed therein.

Worker's Compensation – as required by applicable state statute.

Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage and \$2,000,000 in the aggregate. The General Liability policy shall include the commercial form, contractual liability and independent contractor's coverage.

Automobile Liability - \$1,000,000 combined single limit for bodily injury and property damage. The Automobile Liability policy shall include the business form, owned, hired and non-owned coverage.

Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate.

Property Coverage – Property coverage in limits sufficient to remedy the loss, and/or loss of use of, valuable papers and records, and any other property of the party utilized in connection with the City.

The General Liability and Automobile Liability shall each contain an endorsement naming the City as an additional insured as to any liability arising out of insured party's performance pursuant to this agreement. The Worker's Compensation and Employer's Liability coverage shall contain an endorsement waiving subrogation as against the City.

Indemnification – ENGINEER shall indemnify and hold harmless and defend the Client and its employees from any liability, settlements, loss of costs of any kind, whether actual or threatened, (including reasonable attorney's fees and cost of defense) to the extent caused by the negligent act, error or omission of ENGINEER in the performance of services under this Agreement.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

ENGINEER shall comply with all requirements of federal, state and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of this Agreement.

12.0 REPRESENTATIONS

- 12.1 ENGINEER represents that the services provided hereunder shall conform to all requirements of this Agreement, RFQ 14-034 and ENGINEER'S response thereto; shall be consistent with recognized and sound professional engineer practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the services rendered.
- 12.2 ENGINEER represents that the personnel furnishing such services shall be qualified and competent to perform the services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.
- 12.3 Subject to the provisions of this Section, should ENGINEER breach the warranties set forth herein, CITY shall have such remedies as may be provided at law or equity.
- 12.4 Without limiting the generality of the foregoing, if the ENGINEER completes its services under any task authorization entered into hereunder, and the ENGINEER'S services are non-complying, defective, or otherwise improperly performed and CITY notifies ENGINEER in writing that a defect, error, omission or noncompliance has been discovered in ENGINEER'S services, ENGINEER shall, at the option of CITY: a) correctly re-perform such non-complying, defective, or otherwise improperly performed services at no additional cost to CITY; b) refund the amount paid by CITY attributable to such non-complying, defective or otherwise improperly performed services; or c) if ENGINEER fails to take action under a) above, at ENGINEER'S sole expense, otherwise cure or have cured any such non-complying, defective, or otherwise improperly performed services.
- 12.5 The only representations made by ENGINEER are those expressly enumerated in this provision. Any other statements of fact or descriptions expressed in the Agreement or any attachments thereto, shall not be deemed to constitute a warranty of the work or any part thereof.

13.0 GUARANTEE AGAINST INFRINGEMENT

ENGINEER guarantees that all services provided under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, ENGINEER shall indemnify and hold harmless CITY, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual infringement of any patent, copyright, or trademark resulting from the use of any goods, services, or other items provided under this Agreement. Notwithstanding the foregoing, ENGINEER may elect to provide non-infringing services.

14.0 DOCUMENTS

- 14.1 Upon CITY'S or its designated Project Manager's request, at any time during the term of this Agreement or upon completion or termination of this Agreement, ENGINEER shall provide CITY or its designated Project Manager with a copy of all documents and electronic files prepared by ENGINEER under this Agreement or any Task Authorization hereunder. CITY understands that re-use of any documents for any other purposes, shall be at the CITY'S own risk.
- 14.2 The parties acknowledge that the CITY is a Florida municipal corporation and subject to the Florida Public Records Law, therefore, to the extent applicable to it, ENGINEER agrees to comply with the terms thereof with regard to any and all documents related to the CITY.
- 14.3 Drawings, specifications, reports, program, manuals, calculations, supporting design documentation or other documents, including all documents on electronic media, provided by the ENGINEER or their sub-ENGINEERS, prepared under this Agreement shall be come property of the CITY. Conformed documents, record documents and final written documents shall be provided electronically in a form specified by the CITY. The CITY agrees to release ENGINEER from any liability that may result from the re-use of documents or modifications thereof, by the CITY of its representatives for any other purpose other than the original intent of this Agreement, without written authorization by the ENGINEER. ENGINEER will retain all common law, statutory, and other reserved rights, including the copyright thereto.

15.0 ASSIGNMENT

- 15.1 ENGINEER shall not assign or subcontract this Agreement, any task authorization hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of CITY.
- 15.2 If, upon receiving written approval from CITY, any part of this Agreement is subcontracted by ENGINEER, ENGINEER shall be fully responsible to CITY for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.
- 15.3 If CITY determines that any subcontractor is not performing in accordance with this Agreement, CITY shall so notify ENGINEER who shall take immediate steps to remedy the situation.
- 15.4 If any part of this Agreement is subcontracted by ENGINEER, prior to commencement of any work by the subcontractor, ENGINEER shall require the subcontractor to provide CITY and its affiliates with insurance coverage as set forth by the CITY'S Risk Management.

16.0 INDEPENDENT ENGINEER

At all times during the term of this Agreement, ENGINEER shall be considered an independent ENGINEER.

17.0 CONFLICT OF INTEREST

ENGINEER shall not undertake any task on behalf of the CITY where ENGINEER has a conflict of interest arising out of a past or present professional relationship with another client. The ENGINEER shall notify the CITY in writing of any conflict of interest or potential conflict of interest should arise.

18.0 DEFAULT

If during the term of this Agreement, ENGINEER shall be in default of any of the material provisions of this Agreement, CITY may suspend its performance hereunder until such delinquency or default has been corrected; provided, however that no suspension shall be effective unless and until CITY gives written notice of the default to ENGINEER with at least ten (10) days to cure such default. If ENGINEER fails to correct such delinquency or default within thirty (30) days of suspension by CITY, CITY may terminate this Agreement.

19.0 TERMINATION

Notwithstanding any other provision of this Agreement, CITY may, upon written notice to ENGINEER, terminate this Agreement if: a) without cause and for convenience upon thirty (30) days written notice to ENGINEER b) ENGINEER is adjudged to be bankrupt; c) ENGINEER makes a general assignment for the benefit of its creditors; d) ENGINEER fails to comply with any of the conditions of provisions of this Agreement; or e) ENGINEER is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy CITY may have under this Agreement. In the event of such termination, CITY shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work, properly performed and accepted prior to the effective date of termination.

20.0 FORCE MAJEURE

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God: fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to CITY'S affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstances of Force Majeure remain in effect for sixty (60) days, either party may terminate this Agreement.

21.0 GOVERNING LAW & VENUE

This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue shall be Lake County, Florida, or the United States District Court in and for the Middle District of Florida.

22.0 HEADINGS

Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

23.0 SEVERABILITY

In the event any portion or part of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.

24.0 WAIVER AND ELECTION OF REMEDIES

- 24.1 Waiver by either party of any terms, condition, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.
- 24.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

25.0 THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CITY and ENGINEER.

26.0 PROHIBITION AGAINST CONTINGENT FEES

ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

27.0 ENTIRE AGREEMENT

Except as otherwise state, this Agreement, including the schedules, attachments, appendixes and exhibits attached hereto, constitutes the entire agreement between CITY and ENGINEER with

respect to the services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

28.0 SOVEREIGN IMMUNITY

Nothing contained in the Agreement shall be construed as a waiver of the CITY'S rights to sovereign immunity under Section 768.28, *Florida Statutes*, or other limitations imposed on the CITY'S potential liability under state or federal law.

29.0 NOTICE

Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

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

ENGINEER: Booth, Ern, Straughan & Hiott, Inc.
Duane K. Booth, President
902 N. Sinclair Avenue
Tavares, FL 32778

Either party may change the name of the person receiving notices and the address at which notices are received by so advising the other party in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below:

CITY OF CLERMONT, FLORIDA

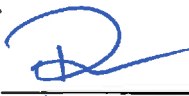
BY:

Gail Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

BOOTH, ERN, STRAUGHAN & HIOTT,
INC.

BY: 

DUANE K BOOTH, PRES

Printed Name and Title

ATTEST:

(CORPORATE SEAL)

EXHIBIT A

HOURLY RATE SCHEDULE (2014)

Professional Services shall be charged at the following rate schedule:

ENGINEERING

PROFESSIONAL ENGINEER (PRINCIPAL)	\$145.00/HOUR
PROFESSIONAL ENGINEER	\$130.00/HOUR
PROJECT ENGINEER	\$110.00/HOUR
ENGINEER TECHNICIAN I	\$95.00/HOUR
ENGINEER TECHNICIAN II	\$75.00/HOUR
BUILDING INSPECTOR	\$65.00/HOUR
CONSTRUCTION ENGINEER	\$85.00/HOUR
EXPERT TESTIMONY PROFESSIONAL ENGINEER	\$300.00/HOUR

SURVEYING

PROFESSIONAL SURVEYOR (PRINCIPAL)	\$145.00/HOUR
PROFESSIONAL SURVEYOR	\$110.00/HOUR
3 MAN FIELD CREW	\$145.00/HOUR
2 MAN FIELD CREW	\$125.00/HOUR
SURVEY TECHNICIAN I	\$95.00/HOUR
SURVEY TECHNICIAN II	\$75.00/HOUR
SURVEY TECHNICIAN III	\$30.00/HOUR
TITLE RESEARCHER	\$110.00/HOUR
EXPERT TESTIMONY PROFESSIONAL SURVEYOR	\$300.00/HOUR

EXHIBIT B

All printing for this project shall be billed out at the following rate schedule, plus sales tax:
(Outside Copying Services will be billed at cost)

Engineering Bond Copies

Black & White

11 x 17.....	\$1.25
24 x 36.....	\$2.50

Color Copies

11 x 17.....	\$2.00
24 x 36.....	\$6.00

Black & White Copies

8 ½ x 11.....	\$0.10
8 ½ x 14.....	\$0.15
11 x 17.....	\$0.20

Color Copies

8 ½ x 11.....	\$1.20
8 ½ x 14.....	\$1.45
11 x 17.....	\$1.70

Other Printing Services

24 x 36 Vellum.....	\$9.00
24 x 36 Mylar.....	\$12.00
24 x 36 Photo Paper, Color.....	\$36.00
24 x 36 Foam Board.....	\$20.00

Other Services

Fax.....	\$1.00/Copy
Postage (Fed-Ex, Certified Mail, Etc)....	@ cost
Concrete Monuments.....	\$10.00
Rebar.....	\$2.00
Mileage (T/M Projects Only).....	\$0.59

EXHIBIT C



City of Clermont, Florida Safety Program Policy

(Replaces Safety Policy dated November 24, 1998)

A. Purpose

The City of Clermont (City) is committed to ensuring that employees have safe and healthy conditions in which to work. This obligation is owed to each employee and citizen of Clermont, since there is a direct relationship between the personnel and monetary cost of accidents and the ability to provide reliable cost-effective services.

B. Scope

The provision set forth in this safety policy shall apply equally to all City employees, and for the purpose of this policy volunteers shall be considered employees.

C. Directive

Identification and correction of all safety hazards and issues must have immediate and decisive action. Effective implementation of a comprehensive safety program depends upon the commitment of all City employees to reduce occurrences of preventable accidents and injuries. Through education and the promotion of safe work habits, all employees will understand what is expected. Safety must be an ongoing and essential part of all employees' work day.

D. Guidelines

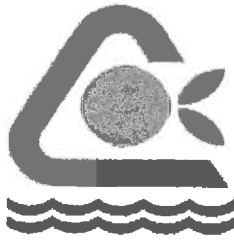
The City's Safety Program consists of several key elements:

1. Responsibilities of Management, Supervisors, and Employees – Safety responsibilities at every level of the City must be clearly defined in writing and relayed through training.
2. Written Practices and Training Programs – Specific written safety practices and training programs clearly define safety expectations that are necessary to prevent exposures, fatalities and serious injuries.
3. Safety Meetings – Safety meetings are held and provide an opportunity to discuss a variety of safety topics.
4. Safety Action Team (SAT) – The Safety Action Team's main function is to facilitate and improve the safety of all City Employees.

5. Corrective Action/Disciplinary Policy – The Personnel Policy, Employee Disciplinary Procedure defines how safety rules will be fairly and consistently administered when not adhered to.

The City Manager shall establish procedures to implement this policy.

Approved and adopted by the Clermont City Council by resolution number 2013-29 on October 8, 2013.



City of Clermont, Florida

Safety Program Procedure

Effective: October 9, 2013

(Replaces Safety Policy dated November 24, 1998)

A. Purpose

The purpose of this document is to provide an overall written description of the City of Clermont's (City) Safety Program.

B. Scope

The provision set forth in this safety policy shall apply equally to all City employees, and for the purpose of this policy volunteers shall be considered employees.

C. Employee Duties and Responsibilities

Employees must participate in, abide by, and be accountable for the City's safety program. There are many ways in which employees can be involved and remain informed.

1. **Safety Action Team (SAT)** – The SAT is comprised of a variety of talents of employees and representation from all the departments. The periodic forum allows for employee input on safety matters including the presentation of concerns and recommendations for improving overall employee safety, review of injuries/accidents and development of preventative corrective measures, and evaluation and promotion of safety training programs.
2. **Correction/reporting of safety hazards** – Employees are empowered to correct unsafe conditions within his/her power to correct, other items should be reported to a supervisor/manager immediately.
3. **Reporting injuries/illnesses and accidents** – Reporting all injuries/illnesses and accidents to the supervisor, regardless whether medical attention is sought. Near miss injuries and accidents should also be reported.
4. **Participation in safety training** – Employees must receive the proper safety training required by his/her job assignment. Supervisors/managers are directly responsible for ensuring that employees receive the required training.
5. **Conducting safety meetings** – Supervisors/managers are responsible for conducting safety meetings or "just in time" training topics, topics discussed or presented in SAT meetings, or topics pertinent to the respective work area. Employees are encouraged to volunteer to present safety topics (topics provided by the supervisor/manager) to fellow co-workers.

6. Conducting safety training for new/current employees – Supervisors/managers are responsible for conducting or coordinating the facilitation of safety training for new and current employees. Employees may be asked to conduct specific safety training pertinent to the respective work area by the supervisor/manager.

D. Management/Supervisory Duties and Responsibilities

1. Policy – The City has established a Safety Program Policy, which has been approved by the City Council.
2. Involvement – Management involvement consists of management showing a hands-on involvement in the City's Safety Program. This is accomplished by numerous means including, support of the SAT, conducting/ensuring investigations be conducted into injuries/illnesses and property damage, and discussing safety topics at meetings. Observing management involvement encourages employees to become more personally involved in safety and fosters a caring, trusting relationship between employees and management.
3. Role and Responsibility – Managers/supervisors are directly responsible for the safety of employees, and must empower employees to take action on safety issues. Empowerment allows employees to take ownership of safety issues and follow issues through to completion. The role and responsibility of managers/supervisors includes the following:
 - a. Being well versed in the content and application of the City's Safety Policy, Procedure and departmental specific safety requirements and guidelines.
 - b. Monitoring employee workplace safety compliance including the use of personal protective equipment (PPE) and other issued safety equipment.
 - c. Encouraging employees to report unsafe work conditions and practices, and empower employees to have the authority to identify and correct safety issues when immediately necessary.
 - d. Encouraging employees to be involved in the City's safety program(s). Allotting time for employees to work on safety issues and volunteer as members on the SAT.
 - e. Being a safety mentor to employees and always leading by example.
 - f. Providing specific safety training to employees, including area specific.
 - g. Attending supervisor safety training courses when offered.
4. Corrective Actions/Discipline – Department Directors will ensure enforcement of safety requirements and respond to non-compliance with progressive or non-

progressive corrective action/discipline dependent upon the severity of the infraction and other pertinent factors.

E. Work Area Safety and Maintenance

1. All employees are responsible for the safety of his/her work area. Employees must practice safe work habits, as work-related accidents can be avoided. Employees should report all safety matters (e.g., trip hazards, broken equipment, etc.) to his/her supervisor immediately so that the issues can be corrected.
2. Managers/supervisors continually observe workplace conditions and correct unsafe conditions and work practices.
3. The Public Works Department conducts maintenance and repair of buildings, building systems, facility sites, and vehicles and equipment. Preventative maintenance services are conducted at intervals specified in maintenance procedures, manuals, and as determined by Public Works. Repairs are completed on an "as needed" basis. Facilities are surveyed to determine and schedule predictable maintenance and repairs. Public Works schedules, tracks and records all maintenance and repairs, including re-occurring preventative maintenance items.

F. Injury/Accident Reporting and Supervisor Investigation

All injuries/illnesses and accidents involving City property, vehicles, or equipment must be reported to a supervisor immediately, no later than the same workday. This includes non-employee injuries occurring on City property. Medical assistance should be summoned without delay in all instances, should immediate care be necessary.

The employee and supervisor injury/illness and/or accident form(s) shall be completed. All reported injuries/illnesses and accidents must be investigated by a supervisor as soon as possible, within twenty-four (24) hours of the supervisor being informed of the injury/accident.

Supervisors shall make a thorough report concerning all details involved. The information gained from investigation reports can be utilized to identify and correct unsafe conditions and work practices.

The Department Director should be made aware of all injuries/illnesses and accidents, and he/she ensure all required paperwork is completed. The Police Department will investigate accidents where damage to private vehicles/property involves City employees, vehicles and/or equipment.

Employees must not admit or offer a settlement in situations involving non-employees and/or non-City property. Employees will only discuss the circumstances surrounding an incident with a supervisor, manager, department director and/or investigating law enforcement officer.

All investigation reports are reviewed by the SAT. The SAT discusses the preventability of injuries/illnesses and accidents, whether appropriate action has been taken to prevent future incidences, and make recommendations of additional action if necessary.

G. Trend Analysis

Part of the process of minimizing injuries/illnesses and accidents involves reviewing causes determined by reports and investigations to identify trends. If a trend is detected, a plan of action will be determined and acted upon. The plan of action may consist of specific training, personal protective equipment, and/or other safety initiatives.

H. Safety Training

Safety training is the responsibility of the City, management, and employees.

1. All Employees are required to participate in general safety training delivered to all employees through New Employee Orientation, Area Specific Orientation and departmental specific safety topics.
2. Supervisors, managers, and directors are required to attend the programs above, and supervisors may also be required to attend specialty training programs depending on the requirements for the respective work areas.
3. Managers/supervisors will conduct or coordinate the facilitation of other specialty training programs which may be required of employees depending on the specific work area, e.g., Hazard Communication, Hearing Conservation, Bloodborne Pathogen, Respiratory Protection, Lockout/Tagout, Confined Space Entry, Ladder Safety, Proper Lifting, Respiratory Protection, and Powered Industrial Vehicle Operation.

I. Contractor Safety

The City's vendor selection process for the purchase of commercial goods and services typically includes documentation that specifies minimum contractor qualifications, contractor selection criteria, Insurance requirements and specific information about the contract work to be performed. Contractors are required to meet the Federal, State, Local and/or any other safety-related requirements stated in this documentation and provide confirming information to the contract administrator, Purchasing Manager, or Human Resources upon request. Contractors are responsible for training employees in all safety program requirements.

J. Record Keeping

Records will be maintained by the responsible department, for example Finance/Purchasing will maintain vendor selection records, Public Works will maintain

facility maintenance records, Human Resources will maintain New Employee Orientation and Area Specific Orientation training records, and each department shall maintain employee specific work area training records (e.g. Powered Industrial Vehicle training documents for each employee within the department).

K. Authority

The authority to issue or revise this Procedure is reserved to the City Manager. The City Manager may authorize exceptions to this procedure when deemed appropriate.



Darren Gray, City Manager

10/9/13

Date

Appendix A

Common Safety Rules/Guidelines

The following safety rules or guidelines are generic in nature and apply to all City employees. Department specific safety rules and/or guidelines are developed by the departments as necessary.

Vehicle Safety

- All vehicles are inspected in accordance with Appendix B of this procedure.
- Employees will not operate a vehicle that has been determined to be unsafe until repairs or corrective action has been made.
- Any employee operating a City vehicle will be in possession of a current, valid Florida driver license issued for the type, class or weight of the vehicle being operated. An employee must notify his/her Department Director of any suspension or revocation of driver license.
- Any employee operating a City vehicle shall observe all applicable traffic laws, including wearing a seatbelt. Employees shall drive with courtesy and respect for other motorists.
- Any employee backing a large truck or other sight-restricted vehicle, in which the vehicle is not equipped with functioning rearview cameras, shall enlist the assistance of another employee in backing the vehicle. The assisting employee will act as a spotter to aid the driver in safely backing the vehicle.

Lifting Safety

- Most City employees will be required to lift or move materials or equipment as part of his/her assigned work.
- Material storage will be arranged to permit safety handling, heavier materials will be stored at or near floor level. Other materials should not be stored above eye level to reduce the need for a ladder or reaching above the employee's head.
- An employee should not attempt to lift an object or material that is close to the employee's physical capability. Employees should solicit the help of another employee or use a material handling device.
- Lifting technique is important in preventing an injury.
 - Position feet close to the object being lifted
 - Center body over the object
 - Bend knees and grasp the object firmly
 - Lift straight up and smoothly, and let legs (not back) do the work
 - Do not twist or turn body once the lift has been made
 - Object should be carried steady and close to the body

- Sudden twisting or turning could result in a back injury

Electrical Safety

- Employees working with or around electrical equipment must practice safe work habits.
- Malfunctioning electrical appliances and power tools shall be tagged and removed from use until repairs are made. If appliance/tool cannot be repaired, the unit may be replaced.
- Extension cords are intended for temporary use, and shall not substitute permanent wiring.
- Electrical outlets and circuits must not be overloaded. The use of cube taps or multi-plug adapters is not permitted.
- Grounding plugs will be used as intended, and must not be altered by the removal of the grounding prong. Grounding adapters will not be used in place of grounding receptacles.
- Electrical cords that are defective, frayed or otherwise considered unsafe must be replaced. Employees must not consider makeshift repairs with splices and electrical tape as sufficient enough to allow the continued use of a damaged electrical cord.
- Ground Fault Circuit Interrupters will be used for all portable tools. Emergency generators will be installed and grounded per manufacturer's guidelines.
- Most electrical work will be performed by a licensed industrial electrician or appropriately trained employee. Employees involved in performing minor electrical repair work will ensure that the circuit involved is de-energized and that the switch or circuit breaker controlling the circuit is tagged or locked out while the repair is conducted.

Fire Safety and Prevention

- The absolute best defense against any fire is prevention. Employees must be aware of the many potential causes for fire in the workplace and must report any possible problem areas to a supervisor for corrective action.
- Good housekeeping is important in any fire prevention effort. Allowing combustible debris and clutter to accumulate will increase the opportunity for a fire to occur and spread rapidly. Employees must keep his/her workplace free of debris and other unnecessary combustible storage.
- The storage of flammable and combustible liquids shall be in a manner approved by the Fire Department. Approved safety cans, flammable liquid cabinets and specially designed storage rooms are generally acceptable for the storage of flammable and combustible liquids. Supervisors will ensure that the storage and

handling of flammable and combustible liquids within his/her work area complies with fire regulations.

- Smoking by employees or the general public is prohibited in many locations by fire and/or health regulations. Employees shall not smoke in any City buildings, vehicles, or in any areas where "No Smoking" signs are posted. Supervisors will monitor employees for compliance in "No Smoking" areas.
- Fire extinguishers will be provided where needed in City buildings and vehicles. Employees will become familiar with the locations of fire extinguishers in the work area. Training will be provided in the proper use of fire extinguishers by the supervisor or the Fire Department.
- In case of fire, the employee must immediately dial 911 and report the fire to the Fire Department. After reporting the fire, the employee must ensure that all affected persons are evacuated to a safe area. Doors should be closed where available to isolate the fire area from the remainder of the structure.
- If caught in smoke, individuals should crawl and stay low. Cleaner, cooler air will be nearer to the floor, and heat, smoke and noxious gases will rise toward the ceiling.
- Employees should always keep an unobstructed exit path when attempting to extinguish a fire. It is important to remember that fire extinguishers are only intended to be used on small fires in their beginning stages. In the event of a large fire, or if a small fire is not able to be extinguished, the area should be evacuated and allow the fire department to handle the situation.

First Aid

First aid kits are available in City buildings and vehicles. Employees should familiarize themselves with the location and content of first aid kits in the work area.

Well stocked First-Aid kit(s) for employee use will be maintained.

- The basic inventory of each first aid kit is reviewed and renewed as needed at periodic SAT meetings. Records of reviews and replenishments shall be maintained by the respective departments.
- These kits will be located so as to allow easy and quick access. First-aid kits and required contents are to be maintained in a serviceable condition.
- All items which must be kept sterile must be individually wrapped and sealed. Items such as scissors, tweezers, tubes of ointments with caps, or rolls of adhesive tape, need not be individually wrapped, sealed, or disposed of after a single use or application.

Employees are not required to perform first aid as part of their job duties. Any employee can voluntarily assist another employee with open wounds, after taking personal protective

Aids/HIV and Hepatitis B are the primary infectious diseases of concern in blood. All blood should be assumed to be infectious. These diseases can both be deadly. In the event of a bleeding injury where first aid is needed, use gloves if possible to prevent exposure to blood or other potentially infectious materials. The injured person can often help by applying pressure to the wound. Gloves are available in the first aid kits. Employees exposed to blood while giving first aid should wash immediately with soap and water and report the incident to a supervisor.

Immediate professional emergency medical assistance shall be summoned by dialing 911 for any employee or citizen suspected to be seriously injured or ill.

Appendix B

Safety Inspections

Workplace Inspections

- Supervisors will monitor workplace safety conditions daily, and ensure that work areas are maintained free of clutter, improper storage and other trip/fall hazards. Flammable and combustible liquids are to be stored in safety containers, in flammable liquid cabinets or as otherwise approved by the Fire Department. Supervisors will monitor employee use of all provided safety equipment to ensure that employees are wearing or using safety equipment as directed.
- A supervisor, or designated employee, from each department will conduct a formal monthly safety inspection of all work areas within his/her department. Each inspection will be documented on a form provided by the department. Upon completion, the safety inspection form will be forwarded to the Manager and Department Director for review. Areas needing corrective action taken will be addressed. Safety inspection forms from all City departments will be forwarded to the safety committee for review. The safety committee will ensure that corrective actions have been taken and may make additional recommendations as necessary.

Vehicle Inspections

- Each department will establish and maintain regular vehicle safety inspections. The frequency and type of vehicle inspection vary, however a basic safety inspection should be conducted daily.
- Inspection forms will be completed for each vehicle. Minor problems will be corrected during the inspection if feasible. Problems beyond the inspecting employee's ability to correct should be referred to Public Works/Fleet Maintenance.
- Areas to be inspected include tires, lighting systems, brakes, windshield wipers, glass/mirrors, seat belts, fire extinguisher(s), backup alarm, and warning devices.
- Employees shall not operate a City vehicle when an inspection deems the vehicle to be unsafe for operation. A supervisor will be notified and the unsafe vehicle will be placed out of service until corrective action can be taken.

Equipment Inspections

- Departments which utilize fixed/portable power equipment will establish an inspection program for such equipment. The inspection program and frequency of inspections will be based upon manufacturer's recommendations and recognized good work practices.

- Inspection forms will be developed and utilized by each department for conducting equipment safety inspections.
- Employees shall not operate equipment when an inspection deems the equipment to be unsafe for operation. A supervisor will be notified and the unsafe equipment will be tagged and placed out of service pending equipment repair.

Appendix C

Training

Virtually every task performed by an employee requires some level of training. Supervisors shall adequately emphasize safety when instructing an employee on the performance of a certain task.

Job Orientation

- Each department must provide new employees with comprehensive job orientation training that addresses job safety hazards and provides new employees with adequate training to work safely around such hazards.
- Supervisors will explain/demonstrate how a job is to be conducted step-by-step. The supervisor will have the employee demonstrate his/her ability to correctly and safely perform the job while the supervisor evaluates the employee. The supervisor will make corrections as needed.*

Department/Area Specific Safety Training

- Area Specific Safety Orientation must be given to employees entering a work area during the first week of hire or new assignment. The supervisor may designate a qualified instructor from the area to provide this training. The Area Specific Safety Orientation form shall be completed and forwarded to Human Resources. The form will be filed in the employee's personnel file
- Each department/area may require additional specific safety training, and employees will comply with the requirements of the department as if it were part of this procedure.*

Additional Training

- Supervisors will ensure that all employees receive adequate training whenever new processes or equipment are introduced into the workplace.
- Additional comprehensive training may be required when an employee is promoted or reclassified to a different position or when a job description is revised to include additional responsibilities or hazards.*
- Safety training must be ongoing, and supervisors must monitor employees for compliance after training or retraining.

** Documentation of employee training will be completed and kept on file at the department.*

Appendix D

Area/Function Specific Programs

Hazard Communication Standard

- An employee whose job requires that he/she work with regulated materials or work where such materials are handled or stored in accordance if the requirements of OSHA (Occupational Safety and Health Administration) Hazard Communication Standard. Most City employees fall under the requirements of the Standard to some degree.
- An employee must receive the initial training after beginning work and must receive refresher training on an annual basis.*

Bloodborne Pathogens

- The Bloodborne Pathogens Standard applies to any employee who could reasonably be expected to be exposed to blood or body fluids in the course of his/her normal work. This typically applies to emergency service workers such as firefighters and police officers. Wastewater collection and treatment system workers (and lifeguards, when applicable) have been identified as being at a low to moderate risk.
- Employees covered by the Bloodborne Pathogens Standard must receive initial training upon beginning work and must receive refresher training on an annual basis.*
- The City offers a Hepatitis B (HBV) vaccination series at no charge to any employee identified as being at risk under this Standard.

Permit Required Confined Space Entry

- A confined space is "a space that is large enough for an employee to enter, has restricted means of entry or exit and is not designed for continuous employee occupancy." This generally applies to utilities and drainage system workers.
- Initial Confined Space Entry training is required for all affected employees. Refresher training is required on an annual basis.*

** Documentation of employee training will be completed and kept on file at the department.*

Appendix E

Personal Protective Equipment (PPE)

The type and use of PPE will vary by department, and each department will develop guidelines concerning employee use of PPE.

Eye Protection

- Eye protection is provided for all employees performing a task or working in an area where the possibility of an eye injury exists. The employee must wear the provided eye protection.
- Supervisors will instruct employees as to when eye and face protection is necessary. Employees will also receive instructions concerning selecting the proper protective eyewear, wearing it properly, limits of protection and proper care and maintenance of protective eyewear.*
- Protective eyewear included safety glasses, goggles and face shields. Some tasks will require that the employee wears safety glasses/goggles in conjunction with a full-face safety shield. Supervisors will ensure that employees have selected the proper type of eye protection for the task being performed.
- Prescription safety eyewear will be provided to employees who must wear eye protection but have the need for corrective lenses. Department Directors have the necessary information to obtain the proper prescription safety eyewear for an employee. All Safety Eyewear needs to meet ANSI (American National Standards Institute) Standards.

Hearing Protection

- Directors/managers will evaluate work areas and equipment use to determine noise exposure levels and the need for employee hearing protection. Hearing protection is required for employees exposed to a noise level in excess of 85 decibels (dB) averaged over an eight-hour period. Higher noise levels over a shorter time period would require employee hearing protection as well.
- The type of hearing protection provided is usually in the form of earplugs or earmuffs. Supervisors will assist employees in choosing the proper type of hearing protection. Supervisors will instruct employees concerning the use and limitations of the hearing protection provided.*
- Employees will utilize hearing protection at all times when exposed to noise levels in excess of the permissible guidelines.

Respiratory Protection

- Employees who are exposed to respiratory hazards will be provided with proper respiratory protection equipment. Protective equipment may consist of filtration masks, hazard-specific canister masks, supplied air masks, or self-contained breathing apparatus (SCBA).
- Employees wearing respiratory protection other than simple filter masks must be fit tested on an annual basis. Employees who wear self-contained breathing apparatus must undergo and pass an annual medical examination including a pulmonary function test.
- Supervisors will instruct employees in the selection, use and maintenance of respiratory protection equipment. Supervisors will ensure that employees understand the hazards of the various environments requiring the use of respiratory protection equipment and the limitations of the equipment itself.*
- Employees will utilize protective equipment at all times when exposed to respiratory hazards.

Foot Protection

- Employees who are exposed to falling/rolling objects or puncture hazards are required to wear safety footwear or equivalent protection.
- All safety shoes worn by employees shall be classed according to ANSI Z.41.1991-1999 Standard as prescribed by OSHA (Regulation 29, CFR Part 1910-136), or shall be determined by the City to be equally effective.
- Each Department Director shall be responsible for the identification of positions which require safety footwear.
- Purchase of Footwear shall comply with the City's Safety Footwear Purchase Program.

** Documentation of employee training will be completed and kept on file at the department.*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2014

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 Merrill Insurance Florida 1209 N. Donnelly Street Mount Dora, FL 32757	CONTACT NAME: Sue Carlson	
	PHONE (A/C, No, Ext): (352) 383-4147 FAX (A/C, No): (352) 383-8764	
	E-MAIL ADDRESS: sue@merrillinsurance.com	
INSURED Booth, Ern, Straughan & Hiott, Inc. 902 N. Sinclair Ave Tavares, FL 32778	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Addison Insurance Company	10324
	INSURER B: Foremost Insurance Group	11800
	INSURER C: Landmark American Insurance Co	33138
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Contractual			60350641	08/01/2014	08/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			60350641	08/01/2014	08/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			60350641	08/01/2014	08/01/2015	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	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/A	WC003043389	08/01/2014	08/01/2015	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab			LHR746443	08/01/2014	08/01/2015	Professional Liab 2,000,000

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

RFQ No. 14-034-On-Call Professional Civil Engineer Services

CITY OF CLERMONT IS NAMED AS ADDITIONAL INSURED WITH RESPECTS TO GENERAL LIABILITY.

CERTIFICATE HOLDER

CANCELLATION

CITY OF CLERMONT
PO Box 219
CLERMONT, FL 34711

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

SECTION – A
RESPONSE PROCEDURES

XX	1. General Liability with limits of liability \$2,000,000 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. Contractual Liability and Contractual Indemnity (Hold harmless endorsement as written in Section-E, Terms and Conditions, No. 35).	
XX	2. Automobile Liability - \$1,000,000 each occurrence – owned/non-owned/hired automobiles included.	
XX	3. Workers' Compensation and Employer's Liability per the statutory limits of the State of Florida (\$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease).	
	4. Excess Liability - \$_____. 00 per occurrence to follow the primary coverage.	
XX	5. The City of Clermont must be named as an Additional Insured with regards to General Liability policies; and it must be stated on the certificate.	
XX	6. Other insurance as indicated:	
	___ Builders Risk completed value	\$_____.00
	___ Liquor Liability	\$_____.00
	___ Fire Legal Liability	\$_____.00
	___ Protection and Indemnity	\$_____.00
	___ Employee dishonesty Bond	\$_____.00
	<u> X </u> Professional Liability	\$1,000,000 _____.00
	___ Other	\$_____.00
XX	7. Thirty (30) days written cancellation notice required.	
XX	8. Best's guide rating B+:VI or better, latest edition or as otherwise acceptable to the City.	
XX	9. The certificate must state the solicitation number and title.	

12 – CONTRACT NEGOTIATIONS

It is the intent of the City to enter into a contract for the services as outlined. The responses constitute an agreement that any contract resulting from this solicitation will be prepared by the City. Consequently the City does not agree to necessarily accept terms the respondent may propose during the negotiations phase of the contract.

13 – CONTRACT PERIOD

This contract shall commence on the first calendar day of the month succeeding approval of the contract by City Council or designee, unless otherwise stipulated in the

CONTINUING SERVICES AND AGREEMENT FOR
ON-CALL CIVIL ENGINEER PROFESSIONAL SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____ 2014, by and between the CITY OF CLERMONT, FLORIDA, a municipal corporation under the laws of the State of Florida whose address is: 685 W. Montrose Street, Clermont, Florida, hereinafter referred to as "CITY" and CRIBB PHILBECK WEAVER GROUP, INC., 1318 Bowman Street, Clermont, Florida, hereinafter referred to as "ENGINEER."

WITNESSETH

WHEREAS, the CITY is in need of qualified and licensed ENGINEER services related to various municipal projects;

WHEREAS, the CITY, in accordance with Section 287.055, Florida Statutes, solicited proposals for professional services as more fully described and set forth in On-Call Professional Civil Engineer Services RFQ 14-034; and

WHEREAS, the ENGINEER submitted a proposal to provide said services and has represented to CITY that it is qualified and desires to perform said services in accordance with the terms and conditions contained herein, and all applicable law and professional standards;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM

- 1.1 This Agreement is to become effective upon execution by both parties, and shall remain in effect for a three (3) year term, unless terminated as provided for herein. Additionally, the parties agree that the term may be extended upon mutual agreement for periods of one (1) year, but such option to extend may only be utilized three (3) times unless authorized by the City Council for additional extensions.
- 1.2 The term of any task authorization/work order, as described in Section 2 hereof shall be as set forth in such task authorization/work order, and all of the terms and conditions of this Agreement shall survive until completion of all task authorizations/work orders.

2.0 DESCRIPTION OF SERVICES

- 2.1 It is expressly understood and acknowledged that nothing herein shall obligate or guarantee to ENGINEER any agreement or task authorization and CITY expressly reserves the right to exercise its option to issue any such agreements to any qualified firm or entity in accordance with all applicable laws, ordinances, policies and/or regulations.

- 2.2 The CITY shall make request of ENGINEER to provide professional engineering and other related consulting services on a task basis. The CITY will communicate with ENGINEER, verbally or in writing, a general description of the task to be performed. The ENGINEER will generate a detailed Scope of Work document, prepare a Schedule, add a not-to-exceed-budget to accomplish the task, and send the thus developed "Task Proposal" to the CITY. If a site visit by ENGINEER is needed to generate the scope document, ENGINEER shall request approval prior to visiting the site. The CITY will review the proposal, and if the description is mutually acceptable, the parties will enter into a written "task authorization or work order". The Scope of Services generally to be provided by the ENGINEER shall be as provided and contemplated by the CITY in that certain RFQ 14-034, and ENGINEER'S response thereto, which are expressly incorporated herein and made a part hereof as if restated.

ENGINEER shall not be authorized to proceed until the CITY has issued a Notice to Proceed to the ENGINEER. Upon receipt of the signed Task Authorization and a Notice to Proceed from the CITY, the ENGINEER shall perform the services set forth in the task authorization/work order.

- 2.3 ENGINEER shall provide CITY'S designated project manager with monthly time sheets or labor cost statements for services rendered during the preceding month. Each time sheet shall state the names and classifications of all personnel who performed services during said month under the task authorization, and the number of hours worked by each.

3.0 CHANGES IN THE SCOPE OF WORK

- 3.1 CITY may make changes in the services at any time by giving written notice to ENGINEER. If such changes increase (additional services) or decrease or eliminate any amount of work, CITY and ENGINEER will negotiate any change in total cost or schedule of modifications. If the CITY and ENGINEER approve any change, the task authorization/work order will be modified to reflect the changes; and ENGINEER shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by CITY'S and ENGINEER'S designated representatives.

- 3.2 All of CITY'S said task authorizations/work orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

- 4.1 ENGINEER shall perform services in conformance with the mutually agreed upon schedule set forth in the negotiated task authorization. ENGINEER shall complete all of said services in a timely manner and will keep CITY fully informed of the status of work on a reasonable basis in relation to the scope of the project or at least monthly. Should ENGINEER fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed upon schedule at no additional cost to the CITY.

- 4.2 No extension for completion of services shall be granted to ENGINEER without CITY'S prior written consent, except as provided in Sections 3.1 and 20.0 herein.

5.0 METHOD OF PAYMENT FOR SERVICES AND EXPENSES

5.1 DEFINITIONS:

5.1.1 The "ENGINEER's Professional Services Fee Schedule" as set forth in Exhibit "A", attached hereto and incorporated herein, are used as a basis for payment for services pursuant to Paragraphs 2.0 and 3.0. These fee schedules shall include wages, salaries, taxes, insurance, overhead and profit. The hourly salary rates set forth in the Fee Schedule are firm for the initial term of the contract (3 years), but are subject to an equitable adjustment that is to be negotiated prior to the renewal of the Agreement. Any adjustments to the Fee Schedule must be mutually agreed to by the CITY and ENGINEER.

5.1.2 The "ENGINEER's Reimbursable Expenses Schedule" as set forth in Exhibit "B", attached hereto and incorporated herein, as provided by the ENGINEER, is used as the basis for payment for actual costs of all reimbursable expenses incurred in connection with the services rendered.

Reimbursable expenses are limited to: printing, travel (not ordinary to the project) and the purchase of specialized software or equipment specific to the task authorization, which are directly in connection with the project and been pre-approved by the City. Said reimbursable expenses shall be passed through at a cost factor of 1.0.

5.1.3 The "Deliverables" are defined as plans, reports, findings, specifications, or anything else that is the end product or work performed by the ENGINEER or the CITY. ENGINEER shall, within such time constraints as may be set forth in the work order, submit to CITY the deliverables as identified in the work order; and ENGINEER shall, upon completion of all work, submit to the CITY all information developed in the course of the consulting services. ENGINEER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to CITY all material furnished to ENGINEER, provided the CITY identifies those materials in writing.

5.2 PAYMENT/COMPENSATION:

CITY agrees to pay or compensate the ENGINEER for the professional services performed on each task authorization/work order in accordance with one of the following methods, unless otherwise provided herein or in the task authorization/work order.

5.2.1 Not to exceed cost based upon the "ENGINEER's Professional Services Fee Schedule."

5.2.2 Lump sum cost based upon the “ENGINEER’s Professional Services Fee Schedule.”

5.3 SERVICES-ADDITIONAL: CITY shall pay ENGINEER as follows:

5.3.1 Professional Associates, ENGINEERs and/or Subcontractors: For services and expenses of independent associates, ENGINEERs and/or subcontractors employed by ENGINEER, the amount invoiced to ENGINEER times a factor of 1.0 for invoices to the CITY.

5.3.2 Expert Witness: For any litigation, arbitration or other legal or administrative proceeding for any time spent in preparation for such litigation, for on the same basis as set forth in Paragraph 5.1 and 5.3.1.

5.4 Times of Payments: At monthly intervals, ENGINEER shall submit statements for services, additional services rendered and for reimbursable expenses incurred. The statements will be based upon ENGINEER’S actual manpower expended and actual expenses incurred within the billing period.

5.4.1. As a condition precedent to receiving payment, ENGINEER shall have been authorized to proceed by CITY, shall not be in default of any of the terms and conditions of this Agreement and shall provide to CITY an invoice. The invoice shall be forwarded to CITY, no more frequently than once per month, and signed by an authorized representative of ENGINEER related to the applicable monthly installment payment. The invoice shall include a statement identifying the period for which it applies and the sub-tasks or portions thereof, completed by the specific task authorization/work order, and specifically set forth the percent of completion of each sub-task for which compensation is being requested.

5.4.2. All invoices submitted for compensation shall include a statement by ENGINEER that states as follows:

“This statement sets forth only actual time spent by the firm’s employees and does not contain any unit billing, multipliers, or other devices that permit payment for more than actual time spent.”

5.4.3. CITY shall pay all valid, approved, and undisputed invoices within thirty (30) days of receipt from ENGINEER. In the event that CITY disputes any invoice submitted, it shall advise ENGINEER, in writing, and said invoice shall not be deemed due and payable under this agreement. Neither the CITY’S review, approval or acceptance of, nor payment for, any services provided hereunder shall be construed to operate as a waiver of any rights under this Agreement and the ENGINEER shall be liable to CITY for any and all damages to CITY caused by the ENGINEER’S negligent or wrongful performance of any of the services furnished under this Agreement.

5.5 Other Provisions Concerning Payments:

- 5.5.1 In the event of termination by CITY under Section 19.0 during the performance of the services, payments due ENGINEER up to the point of termination, including payments for services rendered, and all costs incurred shall constitute total payment for such services.
- 5.5.2 Records of ENGINEER'S Salary Costs and Expenses pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting principles. These records will be made available to CITY for audit upon request by CITY. Copies will be made available to CITY on request prior to final payment for ENGINEER'S services.
- 5.5.3 A separate invoice must be submitted for each individual task authorization. Invoices must show a breakdown of the number of hours worked by each person charging time to the task authorization, hourly salary cost and any reimbursable expenses.

6.0 RIGHT TO INSPECTION

- 6.1 CITY or its agents shall at all times have the right to review or observe the services performed by ENGINEER.
- 6.2 No inspection, review, or observation shall relieve ENGINEER of its responsibility under this Agreement.

7.0 PROGRESS MEETING

CITY'S designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently, if required, during the term of any task authorization entered into under this Agreement. ENGINEER'S Project Manager and all other appropriate personnel shall attend such meetings as designated by CITY'S Project Manager, and ENGINEER shall be compensated at the billing rates set forth in Article 5.0

8.0 SAFETY

- 8.1 ENGINEER agrees to comply with CITY'S published safety standards while on the property of CITY. A copy of these standards is provided in Exhibit "C", attached hereto and incorporated herein.
- 8.2 ENGINEER shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services provided hereunder.

9.0 REASONABLE ACCESS

During the term of this Agreement, CITY shall grant ENGINEER reasonable access to the CITY'S premises for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE AND HOLD HARMLESS/INDEMNIFICATION

ENGINEER and/or any CITY approved subcontractors or sub ENGINEERs shall maintain in force during the term of this Agreement, at its own expense, insurance as set forth below and shall be bound by the terms of the Hold Harmless/Indemnification provisions expressed therein.

Worker's Compensation – as required by applicable state statute.

Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage and \$2,000,000 in the aggregate. The General Liability policy shall include the commercial form, contractual liability and independent contractor's coverage.

Automobile Liability - \$1,000,000 combined single limit for bodily injury and property damage. The Automobile Liability policy shall include the business form, owned, hired and non-owned coverage.

Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate.

Property Coverage – Property coverage in limits sufficient to remedy the loss, and/or loss of use of, valuable papers and records, and any other property of the party utilized in connection with the City.

The General Liability and Automobile Liability shall each contain an endorsement naming the City as an additional insured as to any liability arising out of insured party's performance pursuant to this agreement. The Worker's Compensation and Employer's Liability coverage shall contain an endorsement waiving subrogation as against the City.

Indemnification – ENGINEER shall indemnify and hold harmless and defend the Client and its employees from any liability, settlements, loss of costs of any kind, whether actual or threatened, (including reasonable attorney's fees and cost of defense) to the extent caused by the negligent act, error or omission of ENGINEER in the performance of services under this Agreement.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

ENGINEER shall comply with all requirements of federal, state and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of this Agreement.

12.0 REPRESENTATIONS

- 12.1 ENGINEER represents that the services provided hereunder shall conform to all requirements of this Agreement, RFQ 14-034 and ENGINEER'S response thereto; shall be consistent with recognized and sound professional engineer practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the services rendered.
- 12.2 ENGINEER represents that the personnel furnishing such services shall be qualified and competent to perform the services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.
- 12.3 Subject to the provisions of this Section, should ENGINEER breach the warranties set forth herein, CITY shall have such remedies as may be provided at law or equity.
- 12.4 Without limiting the generality of the foregoing, if the ENGINEER completes its services under any task authorization entered into hereunder, and the ENGINEER'S services are non-complying, defective, or otherwise improperly performed and CITY notifies ENGINEER in writing that a defect, error, omission or noncompliance has been discovered in ENGINEER'S services, ENGINEER shall, at the option of CITY: a) correctly re-perform such non-complying, defective, or otherwise improperly performed services at no additional cost to CITY; b) refund the amount paid by CITY attributable to such non-complying, defective or otherwise improperly performed services; or c) if ENGINEER fails to take action under a) above, at ENGINEER'S sole expense, otherwise cure or have cured any such non-complying, defective, or otherwise improperly performed services.
- 12.5 The only representations made by ENGINEER are those expressly enumerated in this provision. Any other statements of fact or descriptions expressed in the Agreement or any attachments thereto, shall not be deemed to constitute a warranty of the work or any part thereof.

13.0 GUARANTEE AGAINST INFRINGEMENT

ENGINEER guarantees that all services provided under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, ENGINEER shall indemnify and hold harmless CITY, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual infringement of any patent, copyright, or trademark resulting from the use of any goods, services, or other items provided under this Agreement. Notwithstanding the foregoing, ENGINEER may elect to provide non-infringing services.

14.0 DOCUMENTS

- 14.1 Upon CITY'S or its designated Project Manager's request, at any time during the term of this Agreement or upon completion or termination of this Agreement, ENGINEER shall provide CITY or its designated Project Manager with a copy of all documents and electronic files prepared by ENGINEER under this Agreement or any Task Authorization hereunder. CITY understands that re-use of any documents for any other purposes, shall be at the CITY'S own risk.
- 14.2 The parties acknowledge that the CITY is a Florida municipal corporation and subject to the Florida Public Records Law, therefore, to the extent applicable to it, ENGINEER agrees to comply with the terms thereof with regard to any and all documents related to the CITY.
- 14.3 Drawings, specifications, reports, program, manuals, calculations, supporting design documentation or other documents, including all documents on electronic media, provided by the ENGINEER or their sub-ENGINEERS, prepared under this Agreement shall be come property of the CITY. Conformed documents, record documents and final written documents shall be provided electronically in a form specified by the CITY. The CITY agrees to release ENGINEER from any liability that may result from the re-use of documents or modifications thereof, by the CITY of its representatives for any other purpose other than the original intent of this Agreement, without written authorization by the ENGINEER. ENGINEER will retain all common law, statutory, and other reserved rights, including the copyright thereto.

15.0 ASSIGNMENT

- 15.1 ENGINEER shall not assign or subcontract this Agreement, any task authorization hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of CITY.
- 15.2 If, upon receiving written approval from CITY, any part of this Agreement is subcontracted by ENGINEER, ENGINEER shall be fully responsible to CITY for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.
- 15.3 If CITY determines that any subcontractor is not performing in accordance with this Agreement, CITY shall so notify ENGINEER who shall take immediate steps to remedy the situation.
- 15.4 If any part of this Agreement is subcontracted by ENGINEER, prior to commencement of any work by the subcontractor, ENGINEER shall require the subcontractor to provide CITY and its affiliates with insurance coverage as set forth by the CITY'S Risk Management.

16.0 INDEPENDENT ENGINEER

At all times during the term of this Agreement, ENGINEER shall be considered an independent ENGINEER.

17.0 CONFLICT OF INTEREST

ENGINEER shall not undertake any task on behalf of the CITY where ENGINEER has a conflict of interest arising out of a past or present professional relationship with another client. The ENGINEER shall notify the CITY in writing of any conflict of interest or potential conflict of interest should arise.

18.0 DEFAULT

If during the term of this Agreement, ENGINEER shall be in default of any of the material provisions of this Agreement, CITY may suspend its performance hereunder until such delinquency or default has been corrected; provided, however that no suspension shall be effective unless and until CITY gives written notice of the default to ENGINEER with at least ten (10) days to cure such default. If ENGINEER fails to correct such delinquency or default within thirty (30) days of suspension by CITY, CITY may terminate this Agreement.

19.0 TERMINATION

Notwithstanding any other provision of this Agreement, CITY may, upon written notice to ENGINEER, terminate this Agreement if: a) without cause and for convenience upon thirty (30) days written notice to ENGINEER b) ENGINEER is adjudged to be bankrupt; c) ENGINEER makes a general assignment for the benefit of its creditors; d) ENGINEER fails to comply with any of the conditions or provisions of this Agreement; or e) ENGINEER is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy CITY may have under this Agreement. In the event of such termination, CITY shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work, properly performed and accepted prior to the effective date of termination.

20.0 FORCE MAJEURE

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God: fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to CITY'S affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstances of Force Majeure remain in effect for sixty (60) days, either party may terminate this Agreement.

21.0 GOVERNING LAW & VENUE

This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue shall be Lake County, Florida, or the United States District Court in and for the Middle District of Florida.

22.0 HEADINGS

Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

23.0 SEVERABILITY

In the event any portion or part of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.

24.0 WAIVER AND ELECTION OF REMEDIES

- 24.1 Waiver by either party of any terms, condition, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.
- 24.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

25.0 THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CITY and ENGINEER.

26.0 PROHIBITION AGAINST CONTINGENT FEES

ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

27.0 ENTIRE AGREEMENT

Except as otherwise state, this Agreement, including the schedules, attachments, appendixes and exhibits attached hereto, constitutes the entire agreement between CITY and ENGINEER with

respect to the services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

28.0 SOVEREIGN IMMUNITY

Nothing contained in the Agreement shall be construed as a waiver of the CITY'S rights to sovereign immunity under Section 768.28, *Florida Statutes*, or other limitations imposed on the CITY'S potential liability under state or federal law.

29.0 NOTICE

Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

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

ENGINEER: Cribb Philbeck Weaver Group, Inc.
Stephen R. Tarte, Vice President
1318 Bowman Street
Clermont, FL 32801

Either party may change the name of the person receiving notices and the address at which notices are received by so advising the other party in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below:

CITY OF CLERMONT, FLORIDA

BY:

Gail Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

CRIBB PHILBECK WEAVER GROUP,
INC.

BY:

Printed Name and Title

ATTEST:

Helen B. Turouski

(CORPORATE SEAL)

EXHIBIT A EXHIBIT B



CPWG
CRIBB PHILBECK WEAVER GROUP

CLERMONT CIVIL ENGINEERING ON-CALL FEE SCHEDULE Cribb Philbeck Weaver Group October 30, 2014

Labor Category	Rate
Principal in Charge (PIC)	\$ 175.00 / HR.
Project Manager (PM)	\$ 155.00 / HR.
Professional Engineer (PE)	\$ 135.00 / HR
Engineer (EI)	\$ 115.00 / HR
GIS Specialist, GISP	\$ 125.00 / HR
GIS Technician	\$ 75.00 / HR
GIS Programmer (developer)	\$ 150.00 / HR
Senior Transportation Planner	\$ 155.00 / HR
Senior Engineering Technician	\$ 95.00 / HR
Engineering Technician	\$ 75.00 / HR
CADD Specialist	\$ 65.00 / HR
Clerical / Administrative	\$ 50.00 / HR
Project Construction Managers	\$ 125.00 / HR
Construction Inspector	\$ 65.00 / HR
Engineering Expert Witness	\$200.00 / HR
Reimbursable Items	
Presentation Plots - Black & White (24"x36")	\$ 5.00
Bond Prints - Black & White (24" x 36")	\$ 2.50
11" x 17" Color Prints	\$ 2.00
11" x 17" Black and White Copies	\$ 1.00
24" x 36" Color Plots (Prorated by % coverage)	\$ 50.00 max. - \$10.00 min.
8 1/2" x 11" Color Copies	\$ 1.00
8 1/2" x 11" Copies	\$ 0.20
Other Reimbursable Costs (Binders, Tabs, etc.)	\$ At Cost
Mileage	\$ 0.555 / Mile

1318 Bowman Street
Clermont, Florida
352-508-9245

EXHIBIT C



City of Clermont, Florida Safety Program Policy

(Replaces Safety Policy dated November 24, 1998)

A. Purpose

The City of Clermont (City) is committed to ensuring that employees have safe and healthy conditions in which to work. This obligation is owed to each employee and citizen of Clermont, since there is a direct relationship between the personnel and monetary cost of accidents and the ability to provide reliable cost-effective services.

B. Scope

The provision set forth in this safety policy shall apply equally to all City employees, and for the purpose of this policy volunteers shall be considered employees.

C. Directive

Identification and correction of all safety hazards and issues must have immediate and decisive action. Effective implementation of a comprehensive safety program depends upon the commitment of all City employees to reduce occurrences of preventable accidents and injuries. Through education and the promotion of safe work habits, all employees will understand what is expected. Safety must be an ongoing and essential part of all employees' work day.

D. Guidelines

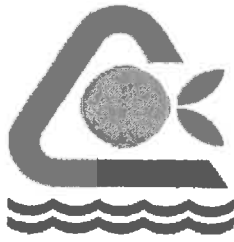
The City's Safety Program consists of several key elements:

1. Responsibilities of Management, Supervisors, and Employees – Safety responsibilities at every level of the City must be clearly defined in writing and relayed through training.
2. Written Practices and Training Programs – Specific written safety practices and training programs clearly define safety expectations that are necessary to prevent exposures, fatalities and serious injuries.
3. Safety Meetings – Safety meetings are held and provide an opportunity to discuss a variety of safety topics.
4. Safety Action Team (SAT) – The Safety Action Team's main function is to facilitate and improve the safety of all City Employees.

5. Corrective Action/Disciplinary Policy – The Personnel Policy, Employee Disciplinary Procedure defines how safety rules will be fairly and consistently administered when not adhered to.

The City Manager shall establish procedures to implement this policy.

Approved and adopted by the Clermont City Council by resolution number 2013-29 on October 8, 2013.



City of Clermont, Florida

Safety Program Procedure

Effective: October 9, 2013

(Replaces Safety Policy dated November 24, 1998)

A. Purpose

The purpose of this document is to provide an overall written description of the City of Clermont's (City) Safety Program.

B. Scope

The provision set forth in this safety policy shall apply equally to all City employees, and for the purpose of this policy volunteers shall be considered employees.

C. Employee Duties and Responsibilities

Employees must participate in, abide by, and be accountable for the City's safety program. There are many ways in which employees can be involved and remain informed.

1. **Safety Action Team (SAT)** – The SAT is comprised of a variety of talents of employees and representation from all the departments. The periodic forum allows for employee input on safety matters including the presentation of concerns and recommendations for improving overall employee safety, review of injuries/accidents and development of preventative corrective measures, and evaluation and promotion of safety training programs.
2. **Correction/reporting of safety hazards** – Employees are empowered to correct unsafe conditions within his/her power to correct, other items should be reported to a supervisor/manager immediately.
3. **Reporting injuries/illnesses and accidents** – Reporting all injuries/illnesses and accidents to the supervisor, regardless whether medical attention is sought. Near miss injuries and accidents should also be reported.
4. **Participation in safety training** – Employees must receive the proper safety training required by his/her job assignment. Supervisors/managers are directly responsible for ensuring that employees receive the required training.
5. **Conducting safety meetings** – Supervisors/managers are responsible for conducting safety meetings or "just in time" training topics, topics discussed or presented in SAT meetings, or topics pertinent to the respective work area. Employees are encouraged to volunteer to present safety topics (topics provided by the supervisor/manager) to fellow co-workers.

6. Conducting safety training for new/current employees – Supervisors/managers are responsible for conducting or coordinating the facilitation of safety training for new and current employees. Employees may be asked to conduct specific safety training pertinent to the respective work area by the supervisor/manager.

D. Management/Supervisory Duties and Responsibilities

1. Policy – The City has established a Safety Program Policy, which has been approved by the City Council.
2. Involvement – Management involvement consists of management showing a hands-on involvement in the City's Safety Program. This is accomplished by numerous means including, support of the SAT, conducting/ensuring investigations be conducted into injuries/illnesses and property damage, and discussing safety topics at meetings. Observing management involvement encourages employees to become more personally involved in safety and fosters a caring, trusting relationship between employees and management.
3. Role and Responsibility – Managers/supervisors are directly responsible for the safety of employees, and must empower employees to take action on safety issues. Empowerment allows employees to take ownership of safety issues and follow issues through to completion. The role and responsibility of managers/supervisors includes the following:
 - a. Being well versed in the content and application of the City's Safety Policy, Procedure and departmental specific safety requirements and guidelines.
 - b. Monitoring employee workplace safety compliance including the use of personal protective equipment (PPE) and other issued safety equipment.
 - c. Encouraging employees to report unsafe work conditions and practices, and empower employees to have the authority to identify and correct safety issues when immediately necessary.
 - d. Encouraging employees to be involved in the City's safety program(s). Allotting time for employees to work on safety issues and volunteer as members on the SAT.
 - e. Being a safety mentor to employees and always leading by example.
 - f. Providing specific safety training to employees, including area specific.
 - g. Attending supervisor safety training courses when offered.
4. Corrective Actions/Discipline – Department Directors will ensure enforcement of safety requirements and respond to non-compliance with progressive or non-

progressive corrective action/discipline dependent upon the severity of the infraction and other pertinent factors.

E. Work Area Safety and Maintenance

1. All employees are responsible for the safety of his/her work area. Employees must practice safe work habits, as work-related accidents can be avoided. Employees should report all safety matters (e.g., trip hazards, broken equipment, etc.) to his/her supervisor immediately so that the issues can be corrected.
2. Managers/supervisors continually observe workplace conditions and correct unsafe conditions and work practices.
3. The Public Works Department conducts maintenance and repair of buildings, building systems, facility sites, and vehicles and equipment. Preventative maintenance services are conducted at intervals specified in maintenance procedures, manuals, and as determined by Public Works. Repairs are completed on an "as needed" basis. Facilities are surveyed to determine and schedule predictable maintenance and repairs. Public Works schedules, tracks and records all maintenance and repairs, including re-occurring preventative maintenance items.

F. Injury/Accident Reporting and Supervisor Investigation

All injuries/illnesses and accidents involving City property, vehicles, or equipment must be reported to a supervisor immediately, no later than the same workday. This includes non-employee injuries occurring on City property. Medical assistance should be summoned without delay in all instances, should immediate care be necessary.

The employee and supervisor injury/illness and/or accident form(s) shall be completed. All reported injuries/illnesses and accidents must be investigated by a supervisor as soon as possible, within twenty-four (24) hours of the supervisor being informed of the injury/accident.

Supervisors shall make a thorough report concerning all details involved. The information gained from investigation reports can be utilized to identify and correct unsafe conditions and work practices.

The Department Director should be made aware of all injuries/illnesses and accidents, and he/she ensure all required paperwork is completed. The Police Department will investigate accidents where damage to private vehicles/property involves City employees, vehicles and/or equipment.

Employees must not admit or offer a settlement in situations involving non-employees and/or non-City property. Employees will only discuss the circumstances surrounding an incident with a supervisor, manager, department director and/or investigating law enforcement officer.

All investigation reports are reviewed by the SAT. The SAT discusses the preventability of injuries/illnesses and accidents, whether appropriate action has been taken to prevent future incidences, and make recommendations of additional action if necessary.

G. Trend Analysis

Part of the process of minimizing injuries/illnesses and accidents involves reviewing causes determined by reports and investigations to identify trends. If a trend is detected, a plan of action will be determined and acted upon. The plan of action may consist of specific training, personal protective equipment, and/or other safety initiatives.

H. Safety Training

Safety training is the responsibility of the City, management, and employees.

1. All Employees are required to participate in general safety training delivered to all employees through New Employee Orientation, Area Specific Orientation and departmental specific safety topics.
2. Supervisors, managers, and directors are required to attend the programs above, and supervisors may also be required to attend specialty training programs depending on the requirements for the respective work areas.
3. Managers/supervisors will conduct or coordinate the facilitation of other specialty training programs which may be required of employees depending on the specific work area, e.g., Hazard Communication, Hearing Conservation, Bloodborne Pathogen, Respiratory Protection, Lockout/Tagout, Confined Space Entry, Ladder Safety, Proper Lifting, Respiratory Protection, and Powered Industrial Vehicle Operation.

I. Contractor Safety

The City's vendor selection process for the purchase of commercial goods and services typically includes documentation that specifies minimum contractor qualifications, contractor selection criteria, Insurance requirements and specific information about the contract work to be performed. Contractors are required to meet the Federal, State, Local and/or any other safety-related requirements stated in this documentation and provide confirming information to the contract administrator, Purchasing Manager, or Human Resources upon request. Contractors are responsible for training employees in all safety program requirements.

J. Record Keeping

Records will be maintained by the responsible department, for example Finance/Purchasing will maintain vendor selection records, Public Works will maintain

facility maintenance records, Human Resources will maintain New Employee Orientation and Area Specific Orientation training records, and each department shall maintain employee specific work area training records (e.g. Powered Industrial Vehicle training documents for each employee within the department).

K. Authority

The authority to issue or revise this Procedure is reserved to the City Manager. The City Manager may authorize exceptions to this procedure when deemed appropriate.



Darren Gray, City Manager

10/9/13

Date

Appendix A

Common Safety Rules/Guidelines

The following safety rules or guidelines are generic in nature and apply to all City employees. Department specific safety rules and/or guidelines are developed by the departments as necessary.

Vehicle Safety

- All vehicles are inspected in accordance with Appendix B of this procedure.
- Employees will not operate a vehicle that has been determined to be unsafe until repairs or corrective action has been made.
- Any employee operating a City vehicle will be in possession of a current, valid Florida driver license issued for the type, class or weight of the vehicle being operated. An employee must notify his/her Department Director of any suspension or revocation of driver license.
- Any employee operating a City vehicle shall observe all applicable traffic laws, including wearing a seatbelt. Employees shall drive with courtesy and respect for other motorists.
- Any employee backing a large truck or other sight-restricted vehicle, in which the vehicle is not equipped with functioning rearview cameras, shall enlist the assistance of another employee in backing the vehicle. The assisting employee will act as a spotter to aid the driver in safely backing the vehicle.

Lifting Safety

- Most City employees will be required to lift or move materials or equipment as part of his/her assigned work.
- Material storage will be arranged to permit safety handling, heavier materials will be stored at or near floor level. Other materials should not be stored above eye level to reduce the need for a ladder or reaching above the employee's head.
- An employee should not attempt to lift an object or material that is close to the employee's physical capability. Employees should solicit the help of another employee or use a material handling device.
- Lifting technique is important in preventing an injury.
 - Position feet close to the object being lifted
 - Center body over the object
 - Bend knees and grasp the object firmly
 - Lift straight up and smoothly, and let legs (not back) do the work
 - Do not twist or turn body once the lift has been made
 - Object should be carried steady and close to the body

- Sudden twisting or turning could result in a back injury

Electrical Safety

- Employees working with or around electrical equipment must practice safe work habits.
- Malfunctioning electrical appliances and power tools shall be tagged and removed from use until repairs are made. If appliance/tool cannot be repaired, the unit may be replaced.
- Extension cords are intended for temporary use, and shall not substitute permanent wiring.
- Electrical outlets and circuits must not be overloaded. The use of cube taps or multi-plug adapters is not permitted.
- Grounding plugs will be used as intended, and must not be altered by the removal of the grounding prong. Grounding adapters will not be used in place of grounding receptacles.
- Electrical cords that are defective, frayed or otherwise considered unsafe must be replaced. Employees must not consider makeshift repairs with splices and electrical tape as sufficient enough to allow the continued use of a damaged electrical cord.
- Ground Fault Circuit Interrupters will be used for all portable tools. Emergency generators will be installed and grounded per manufacturer's guidelines.
- Most electrical work will be performed by a licensed industrial electrician or appropriately trained employee. Employees involved in performing minor electrical repair work will ensure that the circuit involved is de-energized and that the switch or circuit breaker controlling the circuit is tagged or locked out while the repair is conducted.

Fire Safety and Prevention

- The absolute best defense against any fire is prevention. Employees must be aware of the many potential causes for fire in the workplace and must report any possible problem areas to a supervisor for corrective action.
- Good housekeeping is important in any fire prevention effort. Allowing combustible debris and clutter to accumulate will increase the opportunity for a fire to occur and spread rapidly. Employees must keep his/her workplace free of debris and other unnecessary combustible storage.
- The storage of flammable and combustible liquids shall be in a manner approved by the Fire Department. Approved safety cans, flammable liquid cabinets and specially designed storage rooms are generally acceptable for the storage of flammable and combustible liquids. Supervisors will ensure that the storage and

handling of flammable and combustible liquids within his/her work area complies with fire regulations.

- Smoking by employees or the general public is prohibited in many locations by fire and/or health regulations. Employees shall not smoke in any City buildings, vehicles, or in any areas where "No Smoking" signs are posted. Supervisors will monitor employees for compliance in "No Smoking" areas.
- Fire extinguishers will be provided where needed in City buildings and vehicles. Employees will become familiar with the locations of fire extinguishers in the work area. Training will be provided in the proper use of fire extinguishers by the supervisor or the Fire Department.
- In case of fire, the employee must immediately dial 911 and report the fire to the Fire Department. After reporting the fire, the employee must ensure that all affected persons are evacuated to a safe area. Doors should be closed where available to isolate the fire area from the remainder of the structure.
- If caught in smoke, individuals should crawl and stay low. Cleaner, cooler air will be nearer to the floor, and heat, smoke and noxious gases will rise toward the ceiling.
- Employees should always keep an unobstructed exit path when attempting to extinguish a fire. It is important to remember that fire extinguishers are only intended to be used on small fires in their beginning stages. In the event of a large fire, or if a small fire is not able to be extinguished, the area should be evacuated and allow the fire department to handle the situation.

First Aid

First aid kits are available in City buildings and vehicles. Employees should familiarize themselves with the location and content of first aid kits in the work area.

Well stocked First-Aid kit(s) for employee use will be maintained.

- The basic inventory of each first aid kit is reviewed and renewed as needed at periodic SAT meetings. Records of reviews and replenishments shall be maintained by the respective departments.
- These kits will be located so as to allow easy and quick access. First-aid kits and required contents are to be maintained in a serviceable condition.
- All items which must be kept sterile must be individually wrapped and sealed. Items such as scissors, tweezers, tubes of ointments with caps, or rolls of adhesive tape, need not be individually wrapped, sealed, or disposed of after a single use or application.

Employees are not required to perform first aid as part of their job duties. Any employee can voluntarily assist another employee with open wounds, after taking personal protective

Aids/HIV and Hepatitis B are the primary infectious diseases of concern in blood. All blood should be assumed to be infectious. These diseases can both be deadly. In the event of a bleeding injury where first aid is needed, use gloves if possible to prevent exposure to blood or other potentially infectious materials. The injured person can often help by applying pressure to the wound. Gloves are available in the first aid kits. Employees exposed to blood while giving first aid should wash immediately with soap and water and report the incident to a supervisor.

Immediate professional emergency medical assistance shall be summoned by dialing 911 for any employee or citizen suspected to be seriously injured or ill.

Appendix B

Safety Inspections

Workplace Inspections

- Supervisors will monitor workplace safety conditions daily, and ensure that work areas are maintained free of clutter, improper storage and other trip/fall hazards. Flammable and combustible liquids are to be stored in safety containers, in flammable liquid cabinets or as otherwise approved by the Fire Department. Supervisors will monitor employee use of all provided safety equipment to ensure that employees are wearing or using safety equipment as directed.
- A supervisor, or designated employee, from each department will conduct a formal monthly safety inspection of all work areas within his/her department. Each inspection will be documented on a form provided by the department. Upon completion, the safety inspection form will be forwarded to the Manager and Department Director for review. Areas needing corrective action taken will be addressed. Safety inspection forms from all City departments will be forwarded to the safety committee for review. The safety committee will ensure that corrective actions have been taken and may make additional recommendations as necessary.

Vehicle Inspections

- Each department will establish and maintain regular vehicle safety inspections. The frequency and type of vehicle inspection vary, however a basic safety inspection should be conducted daily.
- Inspection forms will be completed for each vehicle. Minor problems will be corrected during the inspection if feasible. Problems beyond the inspecting employee's ability to correct should be referred to Public Works/Fleet Maintenance.
- Areas to be inspected include tires, lighting systems, brakes, windshield wipers, glass/mirrors, seat belts, fire extinguisher(s), backup alarm, and warning devices.
- Employees shall not operate a City vehicle when an inspection deems the vehicle to be unsafe for operation. A supervisor will be notified and the unsafe vehicle will be placed out of service until corrective action can be taken.

Equipment Inspections

- Departments which utilize fixed/portable power equipment will establish an inspection program for such equipment. The inspection program and frequency of inspections will be based upon manufacturer's recommendations and recognized good work practices.

- Inspection forms will be developed and utilized by each department for conducting equipment safety inspections.
- Employees shall not operate equipment when an inspection deems the equipment to be unsafe for operation. A supervisor will be notified and the unsafe equipment will be tagged and placed out of service pending equipment repair.

Appendix C

Training

Virtually every task performed by an employee requires some level of training. Supervisors shall adequately emphasize safety when instructing an employee on the performance of a certain task.

Job Orientation

- Each department must provide new employees with comprehensive job orientation training that addresses job safety hazards and provides new employees with adequate training to work safely around such hazards.
- Supervisors will explain/demonstrate how a job is to be conducted step-by-step. The supervisor will have the employee demonstrate his/her ability to correctly and safely perform the job while the supervisor evaluates the employee. The supervisor will make corrections as needed.*

Department/Area Specific Safety Training

- Area Specific Safety Orientation must be given to employees entering a work area during the first week of hire or new assignment. The supervisor may designate a qualified instructor from the area to provide this training. The Area Specific Safety Orientation form shall be completed and forwarded to Human Resources. The form will be filed in the employee's personnel file
- Each department/area may require additional specific safety training, and employees will comply with the requirements of the department as if it were part of this procedure.*

Additional Training

- Supervisors will ensure that all employees receive adequate training whenever new processes or equipment are introduced into the workplace.
- Additional comprehensive training may be required when an employee is promoted or reclassified to a different position or when a job description is revised to include additional responsibilities or hazards.*
- Safety training must be ongoing, and supervisors must monitor employees for compliance after training or retraining.

** Documentation of employee training will be completed and kept on file at the department.*

Appendix D

Area/Function Specific Programs

Hazard Communication Standard

- An employee whose job requires that he/she work with regulated materials or work where such materials are handled or stored in accordance with the requirements of OSHA (Occupational Safety and Health Administration) Hazard Communication Standard. Most City employees fall under the requirements of the Standard to some degree.
- An employee must receive the initial training after beginning work and must receive refresher training on an annual basis.*

Bloodborne Pathogens

- The Bloodborne Pathogens Standard applies to any employee who could reasonably be expected to be exposed to blood or body fluids in the course of his/her normal work. This typically applies to emergency service workers such as firefighters and police officers. Wastewater collection and treatment system workers (and lifeguards, when applicable) have been identified as being at a low to moderate risk.
- Employees covered by the Bloodborne Pathogens Standard must receive initial training upon beginning work and must receive refresher training on an annual basis.*
- The City offers a Hepatitis B (HBV) vaccination series at no charge to any employee identified as being at risk under this Standard.

Permit Required Confined Space Entry

- A confined space is "a space that is large enough for an employee to enter, has restricted means of entry or exit and is not designed for continuous employee occupancy." This generally applies to utilities and drainage system workers.
- Initial Confined Space Entry training is required for all affected employees. Refresher training is required on an annual basis.*

** Documentation of employee training will be completed and kept on file at the department.*

Appendix E

Personal Protective Equipment (PPE)

The type and use of PPE will vary by department, and each department will develop guidelines concerning employee use of PPE.

Eye Protection

- Eye protection is provided for all employees performing a task or working in an area where the possibility of an eye injury exists. The employee must wear the provided eye protection.
- Supervisors will instruct employees as to when eye and face protection is necessary. Employees will also receive instructions concerning selecting the proper protective eyewear, wearing it properly, limits of protection and proper care and maintenance of protective eyewear.*
- Protective eyewear included safety glasses, goggles and face shields. Some tasks will require that the employee wears safety glasses/goggles in conjunction with a full-face safety shield. Supervisors will ensure that employees have selected the proper type of eye protection for the task being performed.
- Prescription safety eyewear will be provided to employees who must wear eye protection but have the need for corrective lenses. Department Directors have the necessary information to obtain the proper prescription safety eyewear for an employee. All Safety Eyewear needs to meet ANSI (American National Standards Institute) Standards.

Hearing Protection

- Directors/managers will evaluate work areas and equipment use to determine noise exposure levels and the need for employee hearing protection. Hearing protection is required for employees exposed to a noise level in excess of 85 decibels (dB) averaged over an eight-hour period. Higher noise levels over a shorter time period would require employee hearing protection as well.
- The type of hearing protection provided is usually in the form of earplugs or earmuffs. Supervisors will assist employees in choosing the proper type of hearing protection. Supervisors will instruct employees concerning the use and limitations of the hearing protection provided.*
- Employees will utilize hearing protection at all times when exposed to noise levels in excess of the permissible guidelines.

Respiratory Protection

- Employees who are exposed to respiratory hazards will be provided with proper respiratory protection equipment. Protective equipment may consist of filtration masks, hazard-specific canister masks, supplied air masks, or self-contained breathing apparatus (SCBA).
- Employees wearing respiratory protection other than simple filter masks must be fit tested on an annual basis. Employees who wear self-contained breathing apparatus must undergo and pass an annual medical examination including a pulmonary function test.
- Supervisors will instruct employees in the selection, use and maintenance of respiratory protection equipment. Supervisors will ensure that employees understand the hazards of the various environments requiring the use of respiratory protection equipment and the limitations of the equipment itself.*
- Employees will utilize protective equipment at all times when exposed to respiratory hazards.

Foot Protection

- Employees who are exposed to falling/rolling objects or puncture hazards are required to wear safety footwear or equivalent protection.
- All safety shoes worn by employees shall be classed according to ANSI Z.41.1991-1999 Standard as prescribed by OSHA (Regulation 29, CFR Part 1910-136), or shall be determined by the City to be equally effective.
- Each Department Director shall be responsible for the identification of positions which require safety footwear.
- Purchase of Footwear shall comply with the City's Safety Footwear Purchase Program.

** Documentation of employee training will be completed and kept on file at the department.*



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 9, 2014		
Agenda Item Name		
Bid Award and Budget Amendment		
Requested Action		
Motion to approve contract between the City of Clermont and Jordan Brothers Construction, LLC. to provide all labor, material and equipment necessary to provide construction of Lake Hiawatha Phase 1B in the amount of \$1,044,072.93 and a budget amendment in the amount of \$244,072.93.		
Staff Report		
The Purchasing Division and the Public Works Department recommend approval of the above action. The Purchasing Division issued a Request for Bid (RFB) number 14-037 for the construction of the Phase 1B for Lake Hiawatha Preserve, located adjacent to Lake Minneola. Improvements will include a restroom facility, parking area, floating dock and fishing pier. Other amenities such as walking trails and covered pavilion, park furnishings, concrete walkways and kayak launch will be provided in this phase of the preserve adjacent to the lake. This is a continuation of the Lake Hiawatha Preserve phase 1A. The RFB was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There were eight responses to the RFB. Award is being recommended to low responsive and responsible bidder Jordan Brothers Construction, LLC. in the total amount of \$1,019,072.93 who complied with all terms, conditions, and specifications stated in the RFB. A contingency of \$25,000 is being sought for changes that may occur during the construction process.		
Legal Impact		
Additional Analysis		
Fiscal Impact Summary		
The current year budget includes \$800,000 from Recreation Impact Fees for the construction of Lake Hiawatha preserve Phase 1B. A budget amendment of \$244,072.93 is proposed in order to provide funds for the additional construction costs from Recreation Impact Fees.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$244,072.93	32542-66301-72106	\$800,000.00
Exhibits Attached (copies of original agreements)		

1.	Bid Tabulation	RFB 14-037 Response Tabulation.pdf
2.	Legal Ad	RFB 14-037 Ad.pdf



RESPONSE TABULATION

**RFB 14-037, LAKE HIAWATHA PRESERVE PHASE 1B CONSTRUCTION
DUE DATE/TIME: OCTOBER 23, 2014 AT 2:00 P.M. (EST)**

COMPANY NAME	ADDENDUM 1-6	BID BOND	LUMP SUM PRICE
Jordan Brothers Construction, LLC. – Orlando, FL	Y	Y	\$1,019,072.93
Tumbleson White Construction, Inc. – Gainesville, FL	Y	Y	\$1,028,000.00
The Hayes Construction Company – Fort Myers, FL	Y	Y	\$1,114,328.00
D.J. Haycook Construction Co. – New Smyrna Beach, FL	Y	Y	\$1,147,500.00
Evergreen Construction Management – Leesburg, FL	Y	Y	\$1,175,000.00
Pillar Construction Group, LLC. – Clermont, FL	Y	Y	\$1,176,900.00
C & L Lanscape, Inc. – Jacksonville, FL	Y	Y	\$1,280,370.71
The Watauga Company – Titusville, FL	Y	Y	\$1,374,064.00

REQUEST FOR BID

The City of Clermont is requesting bids from qualified respondents to provide phase 1B construction of Lake Hiawatha Preserve (RFB 14-037). All responses must be received prior to 2:00 P.M. on Thursday, September 25, 2014. Information may be obtained from the City's website at www.cityofclermontfl.com

Publication Date: Newspaper
August 6, 2014
August 14, 2014



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 9, 2014		
Agenda Item Name		
Facility Use Agreement		
Requested Action		
Move to approve the Facility Use Agreement with Kingdom Revelation.		
Staff Report		
Agreement for usage of the Clermont Arts & Recreation Center by Kingdom Revelation Ministries from June 1, 2014 - May 31, 2015.		
Legal Impact		
Additional Analysis		
Fiscal Impact Summary		
FY 2015 usage fees are projected at \$21,091.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Kingdom Revelation Agreement KingdomReve license agmt0814 dec.pdf 2. Kingdom Revelation Attachment "A" Kingdom Revelation Attachement A.pdf		

FACILITY USE AND LICENSE AGREEMENT

THIS AGREEMENT, entered into this 9th day of December, 2014 by and between the City of Clermont, hereinafter referred to as “City,” and Kingdom Revelation Ministries, Inc., a Florida non-profit corporation, hereinafter referred to as “Licensee,” whose address is 290 Citrus Tower Blvd., Suite 200. Clermont, FL 34711.

WITNESSETH:

WHEREAS, the City is the owner of a certain public facility located in Clermont, Florida, commonly known as Clermont Arts & Recreation Center, hereinafter referred to as the “Site”; and

WHEREAS, Licensee desires to utilize certain facilities located at the Site for the purposes hereinafter set forth; and

WHEREAS, the City, pursuant to its municipal authority as set forth in Chapter 166, Florida Statutes, may provide the general public with playgrounds, recreation areas, and other recreational and cultural facilities, programs and support for recreational programs, including such programs as Licensee desires to promote.

NOW, THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. **Term and Termination.** The term of this Agreement shall be effective for the period of June 1, 2014 through and including May 31, 2015, whereupon it shall terminate. Either party may terminate this Agreement for cause at any time upon written notice to the other party. City, may, upon sixty (60) days written notice to Licensee,

terminate the Agreement for any reason. Upon termination of the Agreement for any reason, the Licensee shall, as of the effective date of the termination, cancel or terminate all activities occurring or to occur on the Site and remove all personal property of Licensee from the Site.

2. **Use of Property.** The City agrees to permit Licensee to utilize the Site for all lawful purposes consistent with City's operating rules, policies and procedures for the Site, subject to the terms and conditions set forth herein. Licensee shall be limited to the use of the Performance Hall at the Site on Sundays between the hours of 9 a.m. and 2 p.m., or such other times as agreed to by City. Licensee may not use any other part, room or portion of the Site or any other City facility without separate express prior written consent of City. Additionally, Licensee, unless otherwise agreed to by the City in writing, shall not house or store on the Site any personal property belonging to Licensee or any officer, employee, agent, invitee or guest thereof.

3. **Guidelines and Non-Exclusive Rights.** This Agreement is specifically conditioned upon Licensee use the Site as set forth herein. The Licensee must operate as a 501 (c)(3) non-profit corporation under the laws set forth for incorporation by the State of Florida. A certificate of incorporation and copy of the Licensee's by-laws must be supplied to the City. In the event that Licensee changes this policy or loses its 501(c)(3) status this Agreement shall be terminated immediately.

This Agreement may not be assigned or transferred in any manner by Licensee. Any such assignment or transfer is expressly prohibited. Any previously existing oral or written agreements between the parties shall be terminated as of the date of this Agreement and

shall be deemed hereafter null and void and of no further force and effect whatsoever.

4. **Indemnification.** Licensee shall defend, indemnify and hold harmless the City from and against all claims, damages, lawsuits, liabilities, losses and expenses, including reasonable attorney's fees and costs, arising out of or resulting from the Licensee's use of the Site. Such indemnification shall include all claims of Licensee's guests and participants and any claims, damages, lawsuits, liability's, losses and expenses, including attorney fees and costs, that may result from the negligence of City. Nothing herein shall be construed or act as a waiver of any sovereign immunity that City may enjoy.

5. **Insurance.** Licensee, at its own cost and expense, provide and maintain, at all times during the term of this Agreement policies of insurance insuring the Licensee and the City against any and all claims, demands, actions and causes of action whatsoever for injuries received and damage to property in connection with the use and occupation of the Site by Manager. Such policies shall in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) to cover claims of any one person from any single or specific cause and in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) to cover, in connection with any one particular accident or occurrence, the total aggregate of claims that may arise or to be claimed to have arisen against the City or the Licensee, as aforesaid.

All such insurance shall be evidenced by a Certificate of Insurance which must be submitted to, and approved by, the City prior to any use by Licensee of the Site under this Agreement. The City shall be named as an additional insured on the insurance policy, which shall be noted on the Certificate of Insurance and the City shall be provided with a thirty (30) day, prior written notice in the event of cancellation, non-renewal or adverse change to

such policies. Failure to comply with any insurance requirement shall cause immediate cancellation of this Agreement. Nothing herein shall be construed or act as a waiver of any sovereign immunity that City may enjoy.

The City shall not be liable, in any manner, for any loss or damage to any of the Licensee's or participants' personal property whatsoever.

6. **Communication.** Licensee shall advise City in advance of the name and contact information for Licensee's designee for communication purposes between the City and the Licensee. All communication by the Licensee with the City must be made through the Licensee's designee. Communication, information or requests for service by Licensee must be made to the Parks and Recreation Supervisor or his/her designee.

7. **Inspection Rights and General Right of Entry by City.** The City shall have the unrestricted right at all times to enter on the premises used by Licensee to inspect the premises to ensure Licensee's compliance with the terms and conditions contained herein. This right shall include, but not be limited to, the right to enter into any event or program.

8. **Maintenance.** The City will maintain the Site in accordance with the City's routine maintenance policies and plans. Notwithstanding the foregoing, Licensee, at its expense, shall be responsible for general cleaning of the Performance Hall after each use of the Site by Licensee.

9. **City's Right to Usage.** The City retains the right to schedule use of the Site, including the Performance Hall, to accommodate the greater need of the Clermont community. In accordance therewith, Licensee and City shall plan on no less than a monthly

basis during the term of the Agreement, the use of the Site and specific portions thereof, by Licensee.

10. Facility Usage Fees.

Licensee shall pay to City the fees described below:

For the period of June 1, 2014 to December 1, 2014 the sum of TEN THOUSAND EIGHT-FIVE DOLLARS AND 19/100 (\$10,085.19)

For the period of December 1, 2014 to May 31, 2015 the sum of EIGHT HUNDRED DOLLARS (\$800) per actual use of the Site by Licensee.

The above-referenced fees do not include services of City staff or rental of equipment. To the extent that Licensee require staff or equipment, Licensee shall pay City for said equipemnt and services at City's regular rates.

City acknowledges and agrees that as of the date that this Agreement, Licensee is entitled to a credit of TEN THOUSAND EIGHT-FIVE DOLLARS 19/100 (\$10,085.19) toward the fee charges hereunder. Therefore, City shall accept the credit as payment for the period of June 1, 2014 to December 1, 2014 and Licensee acknowledges and agrees that the credit has been satisfied and City is not indebted to Licensee in any amount.

On or before December 12, 2014, Licensee shall pay to City the weekly fee for the week of December 1. Thereafter, Licensee shall pay the fee no later than the Tuesday following the Licensee's Sunday use of the Site. Licensee shall pay the fees, as provided herein to the City, c/o Clermont City Manager, 685 West Montrose Street, Clermont, Florida 34711.

11. Enforcement of Use Policies. All persons entering Site are subject to the

policies set forth by the City. The Licensee is charged with the enforcement of those policies by the participants in Licensee's programs and events. . Uniformed law officers may be called upon to enforce applicable City ordinances. The City may ban any program participant or event attendee from admission to the Site for such length of time as the City may deem necessary.

12. Safety Requirements. Licensee will take all reasonable precautions for the safety of, and will provide reasonable protection to prevent damage, injury or loss to all property of City and persons using the Site to attend Licensee's events.

Licensee will be responsible for completing a pre-program safety check. Any unsafe condition/deficiency should be reported immediately to City prior to the start of use. Commencement of use by Licensee constitutes agreement as to the safety of Site conditions. Licensee shall report all safety concerns to the City immediately.

Licensee will comply with all applicable safety laws, ordinances, rules, regulations, standards and lawful orders of any public authority bearing on the safety of persons or property, and protection of such from damage, injury or loss. Licensee will act to prevent threatened damage, injury or loss in an emergency affecting the safety of persons or property.

The City, at any time, may cancel, postpone, or delay any use, program or event due to inclement weather or any other factors which might impair the safety of the participants or cause damage to the Site. The City will advise the Licensee, as soon as reasonably possible, in the event of cancellation.

13. **License Only.** This Facility Agreement is a license for temporary use only and creates no possession or ownership interest in the Licensee, or exclusive use, of the Site. The term “Licensee” is used in this document merely for descriptive convenience and in no way creates or implies any possessory interest whatsoever.

14. **Signs/Banners.** All signs and banners to be used by Licensee shall be approved in advance by City and installed, erected or hung in accordance with the City’s specifications. Any unapproved signage may be immediately removed by the City.

15. **Concessions.** Licensee may not operate a concession facility of any kind without prior written approval from the City.

16. **Improvements/Alterations.** Licensee shall not make any alterations or improvements to the Site, or any facility thereon, without prior written approval from the City.

17. **Amendments.** This Agreement may be amended only through a written document executed by both parties.

18. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party. Failure to comply with this provision may result in immediate termination of this Agreement.

19. **Notice.** All notices required to be given under this agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

As to the City: 685 West Montrose Street
Clermont, FL 34711
Attn.: Darren Gray, City Manager

As to the Licensee: 290 Citrus Tower Blvd.
Suite 200
Clermont, FL 34711
Attn.: Christopher Dutruch

20. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action hereunder shall be exclusively in Lake County, Florida.

21. **Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

22. **Entire Agreement.** This Agreement contains the entire agreement between the parties. No promises, representations, warranties or covenants not included herein has been or shall be relied upon by either party. Any modifications, additions, or amendments hereto must be in writing and signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 9th
day of December, 2014.

“CITY OF CLERMONT ”

BY: _____
Gail L. Ash
Mayor

DATE: December 9, 2014

ATTEST:

“KINGDOM REVELATION
MINISTRIES, INC.”

TITLE: _____
DATE: _____

Christopher Dutruch, President
DATE: _____

EXHIBIT “A”

Faith Point Church **Sundays** (8:00am to 2:00pm)

Performance Hall

Required Set-up:

- Full floor church style seating with a minimum of 700 cushion chairs
- Stage Risers
- Four stanchions
- Two high black chairs on the floor
- Two square carpeted risers' set-up near the center of room (for cameras)
- Two rear screen projectors
- Full operational usage of the sound, lighting, video and stage equipment. No alterations to any of the audio/video equipment at any time.

Lobby

Required Set-up:

- Maximum of four round 72” tables, each set with 6 plastic chairs, set-up on the Recreation Wing side of the room
- Maximum of 15 cushion chairs set-up on the B&G Club side of the room, in “U” shape
- 2 coffee bars set-up on the Recreation Wing side of the room
- Maximum of four 8-ft rectangle tables located near Lobby entrance. All Lobby layouts must be approved by the ARC Facility Manger and meet all Fire Safety requirements.

Recreation Wing Classrooms

Required Set-up:

- Main Hallway
 - Small rectangle table for check-in with two plastic chairs
 - ****PER FIRE CODE****
 - Set the table and chairs outside the Rec Wing hallway doors (side closer to the Lobby) against the wall. DO NOT allow them to block the recreation hallway doorway or entrance to the rooms with any tables or chairs**
- Clermont Room
 - Maximum of 75 plastic chairs in rows
 - One portable speaker
- Citrus Room
 - Maximum of two kids tables with 10 kids chairs
- Jungle Room
 - Maximum of two kids tables with 4 kids chairs
- Eagles Nest Room

Media Room

Required Set-up:

- Full use. No alterations to any of the audio/video equipment at any time.

EXIHIBIT “A”

Page 2

Backstage Entrance

Required Set-up:

- Doors open but no use for storage. Hallways to remain clear at all times.

Kitchen

Required Set-up:

- Access for ice only. No other usage allowed.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 9, 2014		
Agenda Item Name		
Management Agreement		
Requested Action		
Move to approve the Management Agreement for the Clermont Boathouse.		
Staff Report		
The Management Agreement between the City of Clermont and the Lake County Rowing Association is effective upon receipt of a Certificate of Occupancy for the rowing infrastructure at the Downtown Clermont Waterfront Park and continues for five years. The agreement allows for an extension as mutually agreed upon. The Lake County Rowing Association will pay the City a monthly fee of \$500.00 to offset the City's costs in maintaining the Boathouse premises. The Agreement includes provisions for the Lake County Rowing Association to insure the Association and the City for injuries received and damages to the property in connection with the Boathouse premises and any improvements made.		
Legal Impact		
Additional Analysis		
Fiscal Impact Summary		
Monthly management fee of \$500 starting six (6) months from the date the boathouse is made available to the rowing association.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Management Agreement	LCRA Management Agreement v 8DFMClean.pdf	
2. Exhibit A - Lake County Funding Agreement	Exhibit A - Lake County Funding.pdf	
3. Exhibit B - Boathouse Map	Rowing Boathouse Drawing.pdf	

MANAGEMENT AGREEMENT

between

CITY OF CLERMONT

and

LAKE COUNTY ROWING ASSOCIATION, INC.

a non-profit corporation

This **MANAGEMENT AGREEMENT** (this “**Agreement**”) is entered into on this December 9, 2014 and shall be effective on the date of issuance of the Certificate of Occupancy of the Boathouse described herein (the “Effective Date”), by and between the Lake County Rowing Association, Inc., a Florida not for profit corporation (“**Manager**”), and the City of Clermont (“**City**”) a political subdivision of the State of Florida.

RECITALS

WHEREAS, City has entered into a Capital Projects Funding Program attached as Exhibit A, dated September 23, 2013 with Lake County, Florida (the “**County**”), a political subdivision of the State of Florida, providing for the construction and operation of a “rowing infrastructure” at the Downtown Clermont Waterfront (the “**Boathouse**”) in South Lake County to host national, regional, and local rowing events sanctioned by U.S. rowing, to compete to host the U.S. Rowing National Team training and to bring in clubs, college teams, and high school teams to Lake County with the assistance of Manager (the “**Program**”); and

WHEREAS, funds for construction and major equipment for the Boathouse were provided by the County through the Program, established by the Board of County Commissioners from the Lake County Tourist Development Tax (“TDC funds”), and funds raised by the City and the Program provides that “[t]he capital project shall be for the purpose of establishing new..... facilities or infrastructures that are for recreational activities, cultural events and performances that host events in Lake County whose primary goal and purpose is to bring substantial numbers of tourists;” and

WHEREAS, the City’s continuing duties under the Program are to complete the reporting requirements in subsection 7 of the Program, and manage, operate, promote, and maintain the Boathouse consistent with the project’s purpose described therein; and

WHEREAS, as consideration for leasing the Boathouse, City desires to delegate to Manager some of the duties under the Program, specifically duties under Paragraphs Two (2) and Seven (7) of the attached Agreement; and

Initials: ____/____

WHEREAS, Manager desires to accept responsibility for City's duties under Paragraphs Two (2) and Seven (7) of the Program in exchange for the opportunity to use the interior of the Boathouse for its club membership and activities.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. RECITALS.

The above Recitals are true and correct and form a part of this Agreement.

2. TERM.

The term of this Agreement ("Term") shall commence on the Effective Date and continue for five (5) years. Thereafter this Agreement may be extended for an additional five (5) years as may be mutually agreed to by the Parties in writing. At least twelve (12) but no more than eighteen (18) months prior to the expiration of this Agreement, the parties will meet to discuss an extension to this Agreement and/or processes related to transition of control to the City or Manager's successor.

3. MANAGER FEE.

In consideration of the rights granted therein and in addition to all other duties and all other obligations contained herein of Manager, Manager shall pay to City the sum of FIVE HUNDRED (\$500) DOLLARS per month for each month or portion thereof commencing on October 1, 2015 and continuing on the first day of each month thereafter through the Initial Term of this Agreement.

4. PROGRAM.

(a) **Responsibility for the Program.** Manager agrees to be responsible for obligations of the City under Subsections Two (2) and Seven (7) of the Program, as modified by this Agreement, and, on behalf of the City, to take such actions as to ensure the City complies with those obligations. In consideration therefor, the City, by signing this Agreement, consents to the rights, duties and obligations of Manager under this Agreement.

(b) **Changes to the Boathouse.** Manager will present plans for changes to the Boathouse to the City for its written approval before implementing any such changes. Maintenance at Manager's expense, of the existing appearance of the Boathouse and/or repair or replacement of existing facilities or equipment at Manager's expense, shall not be a change requiring prior approval of City.

(c) **Ownership of the Boathouse.** Manager acknowledges that the City is the owner of the Boathouse. Any additions of permanent fixtures to the Boathouse by Manager shall require City's prior written consent and shall remain the property of City upon termination of this Agreement.

(d) **Conflict with the Program.** In the event that any terms of this Agreement conflict with the Program, to the extent the term applies to the relationship between the City and Manager, the terms of this Agreement shall control.

Initials: ____/____

5. RIGHT AND DUTIES OF MANAGER.

(a) **Management of the Boathouse Premises.** Manager accepts delegation from City of its duties and responsibilities under the Program as provided in Paragraph Two (2) and Seven (7) thereof, as modified in this Agreement. Manager agrees to be responsible for managing, directing, operating and coordinating the daily activities on the Boathouse Premises, as described below, to include, organizing, scheduling and advertising, national, regional and local rowing regattas and events utilizing the Boathouse Premises. Manager agrees to meet the Aggregate Project Room Night accumulation Estimation of 9,700 as set out in the Program by the end of the three (3) year reporting period. Manager accepts delegation from City of its duties and responsibilities under paragraph Seven (7) of the Program with the exception of subsections A and B therein.

Any named events solely established by, exclusively owned by, or bearing the name of Manager at the termination of this Agreement shall be and remain that of Manager, as applicable; this right of ownership shall survive termination of this Agreement. Notwithstanding anything herein to the contrary, the parties recognize the benefit of co-branding and the use of the name "Choice of Champions" (or other similar reference to "Champions" or "Choice"), if permitted by the City at the time of organization of the event, shall not otherwise convert or transfer the ownership of the event from Manager to the City if the other conditions set forth in this paragraph are met. Additionally, any the right to use the name "Choice of Champions" (or other similar reference to Champions" or "Choice "granted by City, at any time and for any event, shall be revocable at anytime by City and shall not otherwise convert or transfer any ownership rights, license or interest in the name to Manager. Furthermore, Manager shall not have the right to assign or authorize any other person, company or entity to use the name, without the express prior written approval of the City.

(b) **Use of Boathouse.** During the Term of this Agreement, Manager shall have the exclusive right to possession and management of all interior areas of the Boathouse, as more particularly described in Exhibit "B" attached hereto and incorporated herein and referred to as the "Boathouse Premises" (including the right to establish and adopt reasonable rules, subject to approval by the City Manager of City, for outside parties to use the Boathouse and/or its surrounding areas) subject only to the City's right to use the outside surrounding areas and its right to enter for maintenance, repair, and inspection as further set forth herein . It is expressly understood that the Manager does not have exclusive use of any docks or mooring facilities located on the lake adjacent to or near the Boathouse Premises. Any such docks or mooring facilities shall be open to the public as may be determined by the City Manager, or his or her designee, in collaboration with Manager to ensure continuity of scheduling of events and activities at the Boathouse Premises and the safety of the individuals and clubs who utilize the Boathouse and its surrounding areas. For the purposes of Manager's members, visiting teams, and storage of equipment, the Boathouse Premises shall be subject to Manager's exclusive control, provided however, City shall have at all times during the Term(s) of this agreement the right of entry upon the Boathouse Premises for inspection and examination and for the purpose of making any alterations or repairs to the Boathouse Premises that the City may deem necessary for the safety or preservation of the Boathouse Premises. Manager agrees to maintain the Boathouse Premises and paved areas surrounding the Boathouse that were created in association with construction of the Boathouse and shall establish and adopt written rules and restrictions regarding the use of these areas (said rules and restrictions shall be approved by the City Manager of City). Unless otherwise agreed to in writing by the parties, Manager shall provide, at its expense, all equipment used at the Boathouse, such as but not limited to: office furniture, computers, supplies, copiers, printers, laminator, tables, chairs, tents, telephones, wireless set up, safe, garbage receptacles, water coolers, tables and chairs, bleachers, benches, umbrellas, barricades, exercise equipment, boat trees, any and all communication hook ups, and fixtures. Manager shall not

Initials: ____/____

sublet the Boathouse Premises or otherwise assign any right hereunder without express written consent of the City.

(c) **Use of Other Facilities.** Manager acknowledges that the Boathouse Premises are located on the City's property and on the property of City of Clermont Waterfront Park in Clermont, Florida and that this Agreement does not include access to any other facilities owned or controlled by the City except for the fenced area on or around the Boathouse Premises, which is designated for boat storage and activities hosted or supported by City and Manager at Waterfront Park. If Manager desires to use these other facilities, Manager shall make separate arrangements, subject to availability, with the City regarding use of any of its facilities or services and the costs thereof; however, guests or employees of Manager shall not be charged fees for use of City facilities that are greater than the fees charged to the general community.

(d) **Personnel.** Manager shall provide sufficient personnel to perform the duties assigned to Manager in this Agreement. All such personnel shall be employed by, contracted with, and otherwise paid by Manager. Manager shall ensure all staff members have training and educational backgrounds proper to their duties and that all staff members meet security and criminal and background clearances, if appropriate. Manager shall not be an agent of the City or the County and shall have no authority to bind personnel to employment relationships with any of the aforementioned entities.

(e) **Receipts and Operating Costs.** Manager shall be entitled to receive all cash receipts, charge and debit sales, and other revenues received in connection with the Boathouse activities, events, concessions and sponsorships. For clarity, Manager has all rights to income generated through the Boathouse, including but not limited to regattas, tournaments, events, rents collected from renting out the Boathouse for events, sponsorships, marketing agreements, vendors, concessions, hotel rebates, theme park ticket sales from participants and spectators, financial assistance, and merchandise sales. Manager shall pay for all operating costs, including office equipment and supplies, employment benefits, payroll taxes, utilities, repairs and maintenance of the interior of the physical facilities, and contract services from third party vendors. Manager shall also be responsible for any taxes on the Boathouse operations. Manager shall be entitled to retain all net operating revenues and shall be responsible for all net operating losses of the Boathouse.

(f) **Financial Statements.** Within forty-five (45) days of the end of year four (4), Manager shall provide to City, in a format acceptable to City, a financial statement showing all revenue and expenses associated with or derived by Manager from any regatta, event, or activity that occurred on the Boathouse Premises during the reporting period. Notwithstanding the foregoing, the parties recognize that the Manager will act as both a manager of the Boathouse and will also be hosting a rowing club at the Boathouse in addition to making the Boathouse and Boathouse Premises available to third party use to promote economic development and City recognizes that Manager will not have access to the financial records of these third parties and agrees that it is not appropriate for the "club" to have to disclose its otherwise private financial information to the City. Accordingly, except as may be otherwise require dby Law, Manager shall not be obligated to disclose financials arising out of or related to the "club" operations at the Boathouse or the financials of any other entity that may use the Boathouse. The intent of the financial statement is to make available to the City all revenues and expenses associated with the management of the Boathouse premises and the financial statement shall reflect these revenues and expenses. Tax filings will be provided to the City upon request; in addition, if the City Manager requests to view or inspect Manager's financials at any time, Manager agrees to make its financials available for inspection (however, Manager will not be required to provide written copies of financials unless otherwise required by law). Except as provided for herein, Manager shall be solely responsible for its

Initials: ____/____

operating budget and shall be under no obligation to disclose its budget, revenues, costs, or operating expenses to the City or any other person or entity except as required by Florida law or as necessary to demonstrate compliance with the Program.

(g) **Contractual Authority.** Manager shall have authority to enter into contracts with groups, individuals, organizations, and schools for events to be held on the Boathouse Premises; however, Manager shall not have authority to bind the City to any such contracts. No such contracts shall extend beyond the Term of this Agreement without the City's prior written approval.

(h) **Specific Duties.** Without limiting the Manager's duties under this Agreement and with the exception of all items identified as the City's responsibilities under this Agreement, Manager shall perform the following specific duties related to management of the Boathouse:

(i) Negotiate all user agreements and process all invoicing for groups, teams, individuals and camps.

(ii) Review and pay all bills for services and products related to Boathouse events.

(iii) Provide orientation of the Boathouse with all individuals and groups reasonably requesting same.

(iv) Ensure that groups, teams, individuals and camp participants execute and deliver to Manager a waiver document in a form approved by City, waiving, and releasing City from, any and all claims that the group, team, individual or participant may have against the City resulting directly or indirectly from any activity of any kind at or associated with the Boathouse. All such waivers shall be maintained by Manager for a period of at least five (5) years from the date of any event or activity and shall be provided to City by Manager upon City's request.

(v) Maintain and repair equipment and keep inventory of equipment.

(vi) Purchase equipment, as needed, to replace equipment that is broken or is no longer safe or serviceable. All equipment purchased by Lake County Rowing Association shall be and remain that of Lake County Rowing Association at the termination of this Agreement.

(vii) Maintain the interior of the physical facilities and buildings, and other areas comprising the Boathouse Premises in an attractive and safe condition.

(viii) Open the Boathouse Premises for scheduled events and activities and lock and/or secure equipment and fencing around the Boathouse Premises when events and activities are done or at the end of the day.

(ix) Ensure officials are provided, when necessary.

(x) Apply for all sanctions when necessary or desired for events at the Boathouse.

(xi) Provide set-up and tear-down, as required, for events at Boathouse.

(xii) Provide hospitality service to visiting groups in the form of assistance in obtaining housing, transportation, and amusement tickets, if appropriate for the event.

Initials: ____/____

(xiii) Not to install or display any signs, banners, flyers, flags or similar items without the prior written approval of City.

(i) **Management Reports.**

(i) In accordance with Subsection Seven of the Program, Manager shall submit to the County, no later than January 30th and July 15th of each calendar year for a term of three years commencing January 30, 2015, with a detailed report of all events that have taken place as a result of the capital project funded by the Program. These reports shall contain survey results regarding the attendees of the events, indicating how many people attended the event, the number of nights they stayed, their budget while visiting, and ways to improve their visits. As well, the Manager shall submit to the County Room Night Certification forms for tournaments, regattas, college team training, or events the Boathouse hosts that have at least fifty (50) expected participants or last more than one (1) day.

(ii) During the Term(s) of this Agreement, the Manager shall provide the City a report of all activities taking place at the Boathouse during the previous quarter and the economic impact of those activities, if known or measured (the "Report"). The Report shall be provided to City within thirty (30) days of the end of the applicable quarter. The City Manager will meet with the authorized agent of Manager within thirty (30) days of each Quarterly Report to discuss the items addressed in the Quarterly Report and to give Manager feedback and comments to ensure the Manager is performing to the City's satisfaction.

6. DUTIES OF THE CITY.

(a) **Copies of Contracts.** Upon Manager's request, provide complete copies of all contracts and agreements arising out of and/or related to the Boathouse for Manager's review and records.

(b) **Maintenance.** The City agrees to maintain the unpaved grounds around the Boathouse as it would for the rest of Waterfront Park and to provide for landscaping, in City's sole discretion, that would benefit both the Waterfront Park's scenic beauty and that of the Boathouse.

(c) **Delegation of Day-to-Day Management of the Boathouse Premises.** The City agrees to delegate decisions regarding event authorization, day to day management, directing and operations, marketing authorization, promotional planning, and use of the name of the Boathouse to the City Manager.

(d) **Changes to the Program.** The City shall obtain express written consent from Manager prior to making any changes to the Program.

(e) **Maintenance of Restrooms.** The City shall be responsible for maintenance of the restrooms and ensuring that the restrooms are open and available to the public as determined by the City. Notwithstanding the foregoing, Manager shall have a key to the restrooms and access to same at all times, provided however, that Manager shall have no authority to restrict public access at any time to the restrooms.

(f) **Maintenance of Structural Items.** The City shall be responsible for maintenance of structural issues arising out of or related to the Boathouse (including, but not limited to, HVAC, plumbing, structural integrity, and roof.).

Initials: ____/____

(g) **Utilities.** The City, at its expense, shall provide to the Boathouse Premises telephone, water, sewer, and electric utility service. All other services shall be the responsibility of the Manager.

7. INSURANCE.

(a) **City as Insured.** The Manager further covenants and agrees to provide and maintain, at all times during the term of this Agreement policies of insurance insuring the Manager and the City against any and all claims, demands, actions and causes of action whatsoever for injuries received and damage to property in connection with the use, occupation, management and control of the Boathouse Premises and the improvements thereon by Manager. Such policies of insurance shall insure the Landlord and the Tenant in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) to cover claims of any one person from any single or specific cause and in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) to cover, in connection with any one particular accident or occurrence, the total aggregate of claims that may arise or to be claimed to have arisen against the City or the Manager, as aforesaid. The City shall be listed on said policies as additional insured. Nothing herein shall be construed as a waiver, either in whole or in part of the City's sovereign immunity as provided by Section 768.28, Florida Statutes, or its successor.

(b) **Boathouse Structures.** Manager shall also provide and maintain at all times during the term of this Agreement and any renewal hereof, policies of insurance, insuring all structures on the Boathouse Premises for at least 100% of their value against fire and casualty. The City shall be listed on said policies as additional insured.

(c) **Copies to be Provided.** Copies of the aforementioned policies of insurance and original certificates of the issuance thereof, shall be delivered to the City as evidence of the compliance by the Manager with the terms and provisions contained herein. Each of the said insurance policies shall be issued by a company or companies authorized to do business in the State of Florida and have an A.M. Best Company Rating of "A" or better and a Financial Size Category of "VII" or better, or as otherwise approved by City. Should the Manager fail to maintain such insurance in force, the City may, but shall not be obligated to, procure the same and advance funds for the payment of the cost thereof for and on behalf of the Manager and all such payments shall be immediately due and payable to City, upon written demand therefore.

(d) **Loss of Insurance.** If during the period which an insurance company is providing the coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with any applicable Florida Law, or 3) fail to maintain the Best Rating and Financial Size Category, the Manager shall, as soon as the Manager has knowledge of any such circumstance, immediately notify the City and immediately replace the insurance coverage provided by the insurance company with a different insurance meeting the requirements of this Agreement. Until such time as the City has replaced the unacceptable insurer with an insurer acceptable to City, the Manager shall be deemed in default of this Agreement.

8. BREACH.

In the event of a breach of (i.e., failure of a party to comply with) any obligation or covenant under this Agreement, the non-breaching party may give the breaching party written notice of the specifics of the breach, and the breaching party shall have ninety (90) days (the "Cure Period") in which to cure the breach if such breach is capable of cure. If it is commercially impractical to cure the alleged breach within the Cure Period, the breaching party shall have such commercially reasonable time as may

Initials: ____/____

be necessary to cure the breach. If the breach is not cured within said Cure Period, the non-breaching party shall be entitled to pursue any remedies it may have by reason of the breach. A waiver of any breach of this Agreement shall not constitute a waiver of any future breaches of this Agreement, whether of a similar or dissimilar nature.

9. TERMINATION OF AGREEMENT

This Agreement may be terminated prior to the expiration of the Term only as follows, and any such termination shall not affect any rights or obligations arising prior to the effective date of termination:

(a) **Breach.** In the event of a material breach of this Agreement which is not cured within the Cure Period set forth in Section 8 above (a “Breach”) or in the event of a breach as to which no Cure Period is provided by this Agreement, the non-breaching party may terminate this Agreement upon no less than ninety (90) days’ written notice. This remedy shall be in addition to any other remedy available at law or in equity. Failure to terminate this Agreement shall not waive any breach of this Agreement.

(b) **Convenience.** Either party may, upon six (6) months written notice to the other party, terminate this Agreement for any reason whatsoever and without consequence or obligation of any kind.

(c) **Casualty.** Manager shall restore any damages to the Boathouse to the extent that insurance proceeds are sufficient for restoration. In the event that the physical plant housing the Boathouse is destroyed or is so damaged such that it is reasonably anticipated that insurance proceeds will be insufficient for Manager to repair or reconstruct the damaged facilities with a view toward resuming full operation, then either The City or the Manager may terminate this Agreement upon no less than sixty (60) days’ notice and such insurance proceeds shall be paid to the Manager proportionately to the extent of their respective losses

(d) **Insolvency.** Either party may terminate this Agreement upon sixty (60) days’ notice in the event the other party becomes insolvent or fails to pay, or admits in writing its inability to pay, its debts as they mature; or a trustee, receiver or other custodian is appointed for the other party for all or a substantial part of the other party’s property and is not discharged within sixty (60) days; or any bankruptcy reorganization, debt, arrangement, or other proceeding under any bankruptcy or insolvency law or any dissolution or liquidation proceeding is instituted by or against the other party and if instituted against the other party is consented to or acquiesced in by that party or remains for sixty (60) days undismissed; or any warrant or attachment is issued against any substantial portion of the property of the other party which is not released within sixty (60) days of service.

10. EFFECTS OF TERMINATION.

In the event of the termination or expiration of this Agreement for any reason, Manager shall immediately relinquish the Boathouse Premises to the City and deliver up to the City, all of the Boathouse Premises in as good condition and repair as upon delivery of possession to the Manager, ordinary wear and tear and damage by fire or other casualty only excepted. The termination of this Agreement for any reason, other than Breach by Manager, shall be without prejudice to any payments or obligations which may have accrued or become due hereunder prior to the date of termination or which may become due after such termination. Manager shall accomplish a smooth transfer of operations and events back to the City, by providing to the City copies of all documentation, contracts, and other arrangements, including transfer of all advance financial deposits, regarding events, programs, or activities scheduled or under negotiation to occur after termination of this Agreement and the parties shall inform others that the events have been so

Initials: ____/____

transferred. Notwithstanding anything herein to the contrary and except as to termination for Breach by Manager, in the event Manager has already scheduled, promoted, advertised, or otherwise committed to any events, programs, or activities at the Boathouse Premises and said events, programs, or activities will occur after the effective date of Termination, the City agrees that Manager shall be permitted to conduct those events on the same terms and conditions as otherwise set forth in this Agreement at no additional expense from the Manager to the City except those already in place at the effective date of Termination.

11. INDEMNIFICATION AND HOLD HARMLESS.

The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

(a) **Indemnification.** Each party (an “Indemnitor”) agrees to indemnify and hold harmless the other party, its shareholders, directors, officers, and employees (“an Indemnified Party”) from and against any and all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys’ fees and expenses related to the defense of any claims), which may be asserted against an Indemnified Party or for which they may now or hereafter become subject arising in connection with the activity of the Indemnitor (“Claim”), including but not limited to: (i) alleged or actual failure by the Indemnitor to perform any of its duties hereunder, including by negligence or willful or wanton misconduct and (ii) any violation of any requirements applicable to the Indemnitor under any federal, state or local environmental/hazardous waste or similar law or regulation; except only to the extent that such Claims may have been caused, in part, by the negligence or willful or wanton misconduct of the Indemnified Party seeking indemnification pursuant to this Agreement. No party shall recover any amount in excess of actual damages incurred. Nothing herein shall be construed, interpreted or act as a waiver of any sovereign immunity that City may enjoy as a matter of law.

(b) **Notice of Claim.** In the event that any claim is made which may result in the right of indemnity hereunder, the Indemnifying Party against whom the claim is made shall promptly give notice to the Indemnitor and give the Indemnitor the opportunity to defend the claim with counsel reasonably satisfactory to the Indemnified Party, and the Indemnitor shall pay all costs of such defense (including reasonable attorney fees), whether or not the claim is successful). Each Indemnitor agrees that no settlement of any Claim involving its Indemnified Party will be made without the consent of such Indemnified party. Likewise, each Indemnified Party agrees that it will not settle any Claim without the consent of its Indemnitor. The Indemnitor will furnish to the Indemnified Party copies of all pleadings in any action hereunder, permit the Indemnified Party to be an observer therein, and apprise the Indemnified Party of all developments therein, all at the Indemnitor’s expense.

(c) **Non-Payment of Claims.** In the event an Indemnitor fails to pay, timely and fully, any amounts due relative to any Claims, its Indemnified Party may pay such Claim to a third party. In such event, such Indemnified Party may recover from its Indemnitor in addition to the amount so paid, interest on the amount claimed at the lesser of 12% per annum or such maximum amount of interest as is permitted by law and also recover the costs of such Indemnified Party’s reasonable attorneys’ fees in connection with the enforcement of this Agreement.

12. NOTICES.

All notices permitted or required by this Agreement shall be deemed given when in writing and delivered personally or deposited in the United States Mail, postage prepaid, return receipt requested, or by overnight courier with confirmation of delivery, addressed to the other party at the address set forth below or such other address as the party may designate in writing by similar notice:

Initials: ____/____

To Manager:

LAKE COUNTY ROWING ASSOCIATION, Inc.
Attn: President
Address on Sunbiz.org

With a copy to:

Alison Strange, Esquire
Bret Jones, P.A.
700 Almond Street
Clermont, Florida 34711

To the City:

City of Clermont
Attn: City Manager
685 West Montrose Street
Clermont, Florida 34711

With a copy to:

Daniel Mantzaris, Esq.
de Beaubien, Knight, Simmons, Mantzaris & Neal, LLP
PO Box 87
Orlando, Florida 32802

13. ASSIGNMENT.

Neither party shall assign this Agreement, including by any merger or consolidation with another legal entity, except with the prior written consent of the other party. Any approved assignment of this Agreement shall be binding upon and shall inure to the benefit of the parties' successors and assigns.

14. NO AGENCY OR PARTNERSHIP.

Manager is an independent contractor under this Agreement. The City, the County, and Manager are not partners, joint venturers, or principal or agent of the other.

Initials: ____/____

15. COMPLIANCE WITH LAW.

Manager shall perform the services described in this Agreement in accordance with applicable statutes, rules and regulations required by federal and Florida law, as may be from time to time be in effect or applicable to Manager. Manager expressly agrees that it will comply with all requirements of Florida's Public Records Law as may be applicable to the services provided by Manager hereunder.

16. MISCELLANEOUS.

(a) **Headings.** Section headings are, for convenience of reference only and shall not be used to construe the meaning of any provision of this Agreement.

(b) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one agreement.

(c) **Severance.** Should any part of this Agreement be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of the remaining portions.

(d) **Authority.** Each individual signing this Agreement warrants that such execution has been duly authorized by the party for which he or she is signing, and this Agreement constitutes the valid and enforceable obligation of each party in accordance with its terms.

(e) **Law.** This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action based on this Agreement shall be in Lake County, Florida.

(f) **Amendment.** This Agreement may not be modified except in writing executed by the party to be charged.

(g) **Entire Agreement.** This Agreement and the Program constitute the entire agreement of the parties hereto and supersedes all prior agreements and representations with respect to the subject matter hereof. A Sponsorship Agreement between Manager and The City, dated the same date as this Agreement, deals with other matters.

IN WITNESS WHEREOF, this Agreement is executed and shall be binding on the parties only after all parties have signed below and shall be effective as of the Effective Date.

THE CITY OF CLERMONT

**LAKE COUNTY ROWING
ASSOCIATION, INC.**

Gail L. Ash, Mayor

December 9, 2014

Paul McPherson

President

December____, 2014

WITNESSES:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

**AGREEMENT BETWEEN
THE CITY OF CLERMONT, FLORIDA
AND
LAKE COUNTY, FLORIDA
FOR CAPITAL PROJECTS FUNDING PROGRAM**

THIS 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 political subdivision of the State of Florida, hereinafter referred to as "AGENCY."

WHEREAS, the Lake County Tourist Development Tax was created to fund the advancement of tourism and attract tourists to visit Lake County; and

WHEREAS, the Board of County Commissioners established a Capital Projects Funding Program from the Tourist Development Tax to assist agencies in establishing new or refurbishing existing facilities or infrastructures that are for recreational activities, cultural events and performances that host events in Lake County whose primary goal and purpose is to bring substantial numbers of tourists. Such facilities and infrastructures must be either (1) publicly owned and operated by not-for-profit organizations and open to the public or (2) publicly owned and operated by a public entity; and

WHEREAS, the AGENCY is desirous of establishing and maintaining such facilities.

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. **Capital Projects.** In order to be eligible for funding under this Agreement, the project must consist of one of the following:
 - A. New construction, expansion, remodeling, or a replacement project for an existing facility or facilities. The project must have a total cost of at least \$25,000 over the life of the project and a useful life of at least ten (10) years.
 - B. A purchase of major equipment (assets) costing \$25,000 or more with a useful life of at least ten (10) years.
 - C. A major maintenance or rehabilitation project for existing facilities with a cost of \$25,000 or more and a useful life of at least ten (10) years.

The capital project shall be for the purpose of establishing new or refurbishing existing facilities or infrastructures that are for recreational activities, cultural events and performances that host events in Lake County whose primary goal and purpose is to bring substantial numbers of tourists. Such facilities and infrastructures must be either (1) publicly owned and operated by

not-for-profit organizations and open to the public or (2) publicly owned and operated by a public entity.

The capital project approved for funding pursuant to this agreement is identified as follows:

Project Name: Lake County Rowing
Project Location: City of Clermont Waterfront Park & Lake Minneola
Project Description: Clermont desires to build a rowing infrastructure in South Lake County in order to host national, regional and local rowing events sanctioned by U.S. Rowing, to compete to host the U.S. Rowing National Team training and to bring in clubs, college teams and high school teams to Lake County for training and clinics

A full description of the capital project is included in **Exhibit A**, attached hereto and incorporated herein by reference. The AGENCY certifies by execution hereof that the capital project, upon completion, is estimated to create the following room nights:

Aggregate Project Room Nights: 9,700 (at the end of 3-year Reporting Period)

3. **Project Commencement.** The AGENCY shall commence the capital project within sixty (60) days of the full execution of this Agreement. If the AGENCY does not commence the capital project within this time frame, the COUNTY shall have the option of terminating this Agreement and reallocating the funding to another agency or project. The COUNTY shall provide the AGENCY written notice of its intent to terminate hereunder and the AGENCY shall have five (5) business days in which to provide response and to request additional time in which to commence the capital project. Granting a request for an extension of time is solely within the discretion of the COUNTY.

4. **Funding.** The funding provided under this Agreement from the Tourist Development Tax, hereinafter the "TDC Funds," shall be supplemental in nature and the AGENCY hereby agrees that in no event shall the funding provided hereunder be the sole source of funding for the capital project. The AGENCY and funding sources other than TDC Funds, shall provide a fifty percent (50%) match of the budget for the total cost of the capital project. In-kind matches shall be permitted so long as value estimates are verifiable. In-kind matches may include but are not limited to donated goods and services, land, and facilities. The AGENCY shall provide evidence, to the satisfaction of the COUNTY, of other sources, which, when combined, provide for the total funding for the complete capital project.

The capital project is approved for TDC Funds as follows:

Total Project Budget: \$954,717.60
TDC Funds Approved: \$374,000.00

5. **Payment.** Payments shall be made to the AGENCY at the following milestone: (1) twenty-five percent (25%) completion; (2) fifty percent (50%) completion; (3) seventy-five percent (75%) completion and (4) one hundred percent (100%) completion. The AGENCY shall submit an invoice at each milestone and include documentation sufficient to support the request for payment. The COUNTY has the option to request additional documentation if the COUNTY deems it necessary in order to support the payment. In the event the AGENCY cannot commence the capital project without receiving TDC Funds in advance, the AGENCY may request the initial twenty-five percent (25%) payment at the start of the project; provided, however, that all other milestone payments shall be invoiced at the completion of the milestone. Payments shall only be made to the AGENCY as approved hereunder. In no event shall payments be made directly to any of AGENCY'S vendors or subcontractors. Payments shall be made in accordance with Chapter 218, Part VII, Florida Statutes.

6. **Eligible and Ineligible Uses.** The TDC Funds provided hereunder shall only be used for eligible items as defined under Section 125.104, Florida Statutes, and under the County's Tourist Development Plan, Section 13-47, Lake County Code. Eligible uses include: construction, extensions, expansion, remodeling, repair and/or improvements, and major equipment (assets) for convention centers, sports stadiums, coliseums, auditoriums or museums. The following uses are ineligible for funding:

- A. Annual operating expenditures
- B. Legal, medical, engineering, accounting, auditing, planning feasibility studies or other consulting services.
- C. Salaries or supplements to salaries for existing or future staff, or employment of personnel not directly related to the project or event.
- D. Purchasing tangible personal property including but not limited to office furnishings or equipment valued less than \$25,000, permanent collections, or individual pieces of art.
- E. Interest reduction of deficient or loans.
- F. Expenses incurred or obligated prior to or after the funding project period. (Even if related to the capital project, TDC Funds shall not be used to reimburse any expense incurred prior to the full execution of this Agreement.)
- G. Prize money, scholarships, awards, plaques, T-shirts, uniforms or certificates.
- H. Travel.
- I. Projects which are restricted to private or exclusive participation.
- J. Private entertainment, food or beverages.
- K. Expenses to fund other events not recommended or approved by Lake County.

In the event the AGENCY is found to have used the TDC Funds for an ineligible use, the AGENCY must repay the funds to the COUNTY, plus five percent (5%) interest, or the maximum interest permitted by law if lesser.

7. **Reporting Requirements.** The AGENCY shall provide the following reports to the COUNTY:

A. **Project Status Reports.** Quarterly reports shall be submitted to provide information on the capital project. Quarterly reports are due on the first (1st) day of the third (3rd) month of each calendar quarter. The report should contain a brief narrative summary providing updated information on the capital project, including financial status report for the project, planning and construction related activities.

B. **Construction Completion Report.** Within forty-five (45) days of the completion of the capital project, the AGENCY shall summarize its efforts by providing the following information:

1. A brief narrative summary of the successful completion of the capital project.
2. An evaluation of the economic impact the capital project has initially had on the County.
3. A financial statement listing all of the revenues received and expenses paid in the course of the development and completion of the capital project that clearly defines how and where the funds were used.
4. Photographs or video of the capital project and any related events, including time lapses of the construction.

C. **Project Impact Report.** No later than January 30th and July 15th of each calendar year after completion of the capital project for a term of three (3) years, the AGENCY shall provide the COUNTY with a detailed report of all events that have taken place as a result of the completion of the capital project funded hereunder. These Project Impact Reports shall include survey results regarding attendees of the events. These surveys shall provide information pertaining to the number of persons attending the event, the number of nights stayed, food and entertainment budget while visiting, and ways to improve their visit to Lake County. The AGENCY shall also provide Room Night Certification forms for each event held at the facility funded hereunder for the same three (3) year term in addition to providing the following information:

1. Flyers, newspaper ads, brochures or marketing efforts utilized to attract tourists. This may include a list of radio stations, magazines, etc.
2. If events have been held since completion of the capital project, include local attractions that were visited as part of the events, and local restaurants or businesses utilized as part of the event.
3. Final documented, or if unable to provide actual numbers, estimated number of event participants.
4. Room Night Certification Form – the organization must make every effort to obtain the number of overnight stays from local hotels within the county that housed those attending the event. This means that for events requiring registration, the recipient should make available a list of County hotels and encourage overnight stays. For those events that do not require registration, information should be provided during the event to encourage on overnight stay. After the event, the AGENCY shall be required to request that the hotel provide

information regarding the number of individuals residing at the hotel as a result of the event.

If any of the subsequent events resulted in no overnight hotel stays, or few overnight hotel stays, the AGENCY shall document its efforts to promote overnight hotel stays and other opportunities within Lake County.

D. Annual Events Calendar. No later than January 30th of each calendar year after completion of the capital project for a term of three (3) years, the AGENCY shall provide the COUNTY with AGENCY'S updated annual events calendar for the capital facility.

8. Term. The term of this Agreement shall be for a period of three (3) years from the date of this Agreement. Any deliverables required hereunder shall be delivered to the County within this post-event time frame.

9. Default. If AGENCY fails to complete any of the AGENCY'S Obligations identified herein, including but not limited to fails to construct the capital project, fails to appropriately market the capital project, or fails to appropriately manage the operations associated with the capital project, the County shall have the right to hold the AGENCY in default of the Agreement. Upon a finding of default, the COUNTY shall have the right to refuse payment or to reduce the payment as determined appropriate by the COUNTY. The COUNTY shall notify the AGENCY in writing of the default and of any reduction in the contract amount. The AGENCY shall have ten (10) days in which to respond to the demand and to provide justification as to why such funding should not be reduced. Failure to respond within this time frame shall be considered a waiver of any claims. The COUNTY shall have the right to institute proceedings within the Fifth Judicial Circuit to enforce the terms of this Agreement.

10. Right to Audit. The COUNTY reserves the right to require AGENCY to submit to an audit by any auditor of the COUNTY'S choosing. AGENCY shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. AGENCY shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement. AGENCY agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the AGENCY in performance of any work hereunder.

If an audit inspection or examination pursuant to this section discloses a misuse of the funds or a use of the funds for any ineligible items, or inappropriate use of the funds of any nature whatsoever by the AGENCY to the COUNTY in excess of one percent (1%) of the total contract amount, in addition to making adjustments for the disallowed items or charges, the reasonable actual cost of the COUNTY'S audit shall be reimbursed to the COUNTY by the AGENCY. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the AGENCY'S records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY'S audit findings to the AGENCY.

11. 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:

COUNTY

County Manager
315 West Main Street, Ste. 308
P.O. Box 7800
Tavares, Florida 32778-7800

AGENCY

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

cc: Department of Economic Development
& Tourism
P.O. Box 7800
Tavares, Florida 32778

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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its County Manager, duly authorized to execute the same and by Coordinator, through its duly authorized representative.

AGENCY

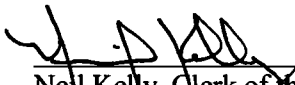
CITY OF CLERMONT

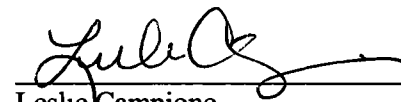

Harold S. Turville, Jr., Mayor

This 10 day of September, 2013

COUNTY

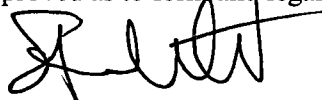
ATTEST


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


Leslie Campione
Chairman

This 23 day of September, 2013.

Approved as to form and legality.


Sanford A. Minkoff
County Attorney

LAKE COUNTY ROWING



**Lake County Tourist Development
Application for Funding**

presented by



CITY OF CLERMONT



LAKE COUNTY TOURIST DEVELOPMENT FUNDING APPLICATION PACKET

INDEX

COMPLETED CHECKLIST

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IRS FORM W-9 REQUEST FOR TAXPAYER IDENTIFICATION

WRITTEN AUTHORIZATION FOR AUTHORIZED AGENT

ORGANIZATIONAL OUTLINE

COMPLETE BUDGET OUTLINE

SUPPORT DOCUMENTS

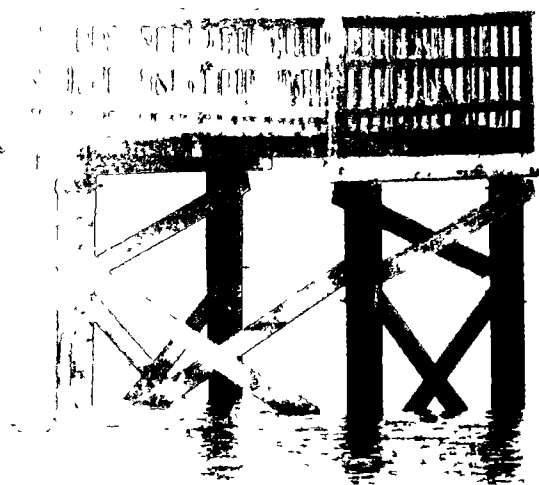
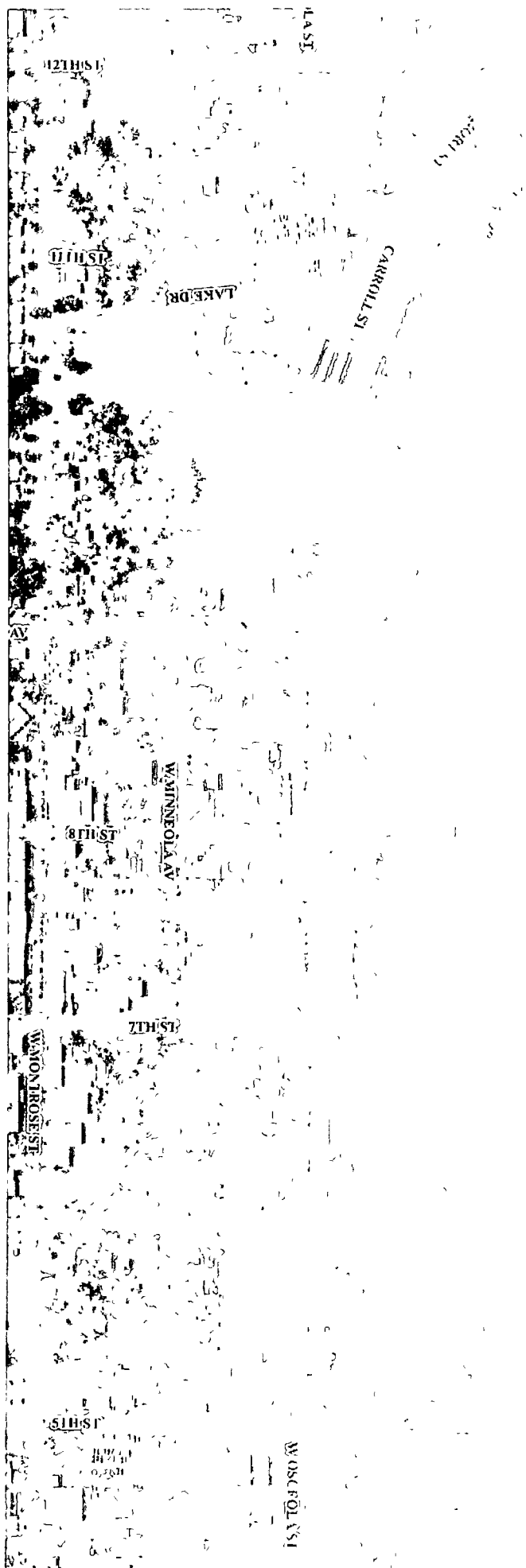
**SCHEMATIC DESIGN OF THE PROJECT INCLUDING
BOATHOUSE & COURSE**

WHY ROW

ROWING 101

ROWING PROMOTIONAL MATERIAL

COMPLETED CHECKLIST



Although the earliest recorded references to rowing date back to 1430 BC, the first known “modern” rowing races began from competition among the professional watermen in the United Kingdom that provided ferry and taxi service on the River Thames in London. Prizes for wager races were often offered by the London Guilds and Livery Companies or wealthy owners of riverside houses. The oldest surviving such race, Doggett’s Coat and Badge was first contested in 1715 and is still held annually from London Bridge to Chelsea.

**LAKE COUNTY TOURIST DEVELOPMENT
FUNDING APPLICATION FORM AND INSTRUCTIONS**

For funding consideration, please make sure your application is filled out completely and accompanied by the following information. If any item is not applicable, indicate N/A over the checkbox.

- ☒ Completed Checklist (this form);
- ☒ Funding Application and Applicant Certification;
- ☒ IRS Form W-9 Request for Taxpayer Identification Number and Certification

N/A Narrative Report(s) if capital project funding received in prior years describing the current status of that project;

- ☒ Written authorization on official organization letterhead for AUTHORIZED AGENT to act on behalf of Applicant;
- ☒ Organizational outline, including but not limited to names and addresses of each board member and corporate officer (except government entities);
- ☒ Complete Budget Outline;
- ☒ Three support documents (letter of recommendation, programs from previous years' event, brochures, media articles, etc.);
- ☒ A schematic design of the project, including any specifics that will assist in the approval process. All Capital Projects must meet all zoning requirements, building code, permitting regulations and other applicable laws.

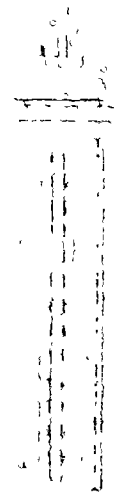
N/A All written agreements involving media, hotels/motels and venue contracts/leases.

Application packets should follow above format with dividers or tabs between each section.

Capital Project applications must include one (1) signed/stamped original, eleven (12) copies, and one (1) electronic copy (i.e. CD, flash drive, etc.), for a **total of 13 items**, and must be submitted by 4:00 p.m. on the application submittal deadline date to:

**Office of Economic Development and Tourism
315 West Main Street, Suite 520
P. O. Box 7800
Tavares, FL 32778**

FUNDING APPLICATION AND CERTIFICATION



1

0 2 6 9 0 1 2 3 4 5 6 7 8 9

Rowing is one of the few non-weight bearing sports that exercises all the major muscle groups, including quads, biceps, triceps, lats, glutes and abdominal muscles. Rowing improves cardiovascular endurance and muscular strength. Rowing is a low impact activity with movement only in defined ranges, so twist and sprain injuries are rare.



**LAKE COUNTY TOURIST DEVELOPMENT TAX
CAPITAL PROJECTS FUNDING APPLICATION**

A. Background

1. *Name of Capital Project:* Lake County Rowing
2. *Location:* City of Clermont - Waterfront Park & Lake Minneola
3. *Projected Timeline - Start:* October 2013 *Completion:* October 2014
4. *Please circle the description that best describes the nature of your Project:*
X New Construction Expansion Renovation
5. *Executive Summary - Please provide an overview of the Project and its benefits to Lake County:*
The intent of this rowing project is for the City of Clermont to build a rowing infrastructure in South Lake County. By working together with Lake County Rowing Association, Central Florida Sports Commission and Lake County Sports Development we will have the expertise to bid on and host a variety of rowing events in South Lake County. These events could include national, regional and local Florida wide regattas sanctioned by U.S. Rowing. In addition, Clermont will compete to host the U.S. Rowing National Team training and to bring in clubs, college teams, and high school teams to Lake County for training and clinics. The City of Clermont will match any funds granted from the County via the Tourism Development Tax. In addition, the City of Clermont will allow use of lakefront property for the location of the boathouse, boat dock system and related support infrastructure.

Applicant Information

1. *Name of Submitting Organization:* City of Clermont
2. *Purpose and Mission of Submitting Organization:*
Our Mission is to preserve and enhance the quality of life for the Clermont Community by providing exceptional services.
3. *How long has the organization been operating in Lake County?* 1884
4. *Tax Status of Submitting Organization:* Tax Exempt
5. *FEID Number:* 59-6000290 *(Please submit your W-9 with Application)*
6. *Contact Person & Title:* David Teske - Parks & Recreation Manager
7. *Address:* 685 West Montrose Street, Clermont, FL 34711
Phone(s): (352) 241-7351 *Fax:* (352) 394-3542 *Twitter:* N/A
E-mail: dteske@clermontfl.org *Website:* www.cityofclermontfl.com

B. Project Details

1. Details on project space/construction type, clients served, and the Project itself:

The following are project/space requirements to host teams from outside of the area for training and racing. All anticipated infrastructure to be located on secured lakefront space. Rowing shells (up to 60' in length) are carried to the water from the boathouse.

- 1) Safe, adequate boat storage area- 96 ft x 45 ft boathouse anticipated to be concrete block with siding and truss construction. Plumbing and electrical required. Anticipated to have two bathrooms, boat racks and oar storage.
- 2) Safety Launch (Jon Boat) Storage, Outside Boat/Trailer Storage- 100 ft x 50 ft fenced area with double gate and boat racks
- 3) Work-out space, Space for boat rigging - 3,000 square foot concrete pad
- 4) Coach Launches for On-Water Training and Regatta Referee Boats, Trailer to transport row boats
- 5) Launch/Recovery Dock - used for training and regattas - 300 ft x 12 ft total dock area
- 6) Race course- removable buoyed, cabled course 2,100 meters in length

Anticipate building, concrete pad, racking and fencing requirements to be sourced locally. Boathouse, fenced area, concrete pad and launch area will serve visiting teams as well as create a home for the host rowing association. Visiting teams will consist of high school, college and masters rowers (ages 18 - 98). Also, see attached "Simple Boathouse" design.

2. Describe in detail the strategic rational and business justification for the Project:

Clermont, located in central Florida, is an excellent destination for club, high school and college rowing teams. Rowing has fall and spring racing seasons which makes summer and winter training important to the sport. Many teams choose to do all or part of their winter training in warm climates making Lake County an ideal destination. In addition, our proximity to known attractions can draw these teams to Lake County versus other warm weather climates in the state. The President of U.S. Rowing has visited Lake Minneola and suggested that the Lake Minneola location is an ideal site to develop a rowing facility in Central Florida.

3. Projected Useful Life of Project: 25 years - longer with continued repairs & maintenance

4. Please attach any schematics, plans or images related to the project.

Attached in Schematic Tab - A Simple Boathouse, Regatta Course on Lake Minneola, One Option for Boat House Location on Lake Minneola, One Option on Dock System.

D. Financial Summary

1. *Amount of TDT Funds Requested:* \$477,358.80

2. *Project Costs:*

	Total
Total Project Cost	\$954,717.60
Land Value	\$ 125,000.00
Facility Hard Construction Costs	\$ 544,601.60
Infrastructure and Equipment Costs	\$ 258,616.00
Design and Project Management Costs	\$ 26,500.00

****Two costs estimates are attached for the boathouse. One estimate is from a firm that specializes in Boat Houses and constructs them around the United States. The second estimate is from a local builder to estimate what a similar boat house structure would cost if built locally with alternative materials. We also have a quote from a dock manufacturer for the rowing dock system. Our intention is to use local contractors and keep costs down as much as possible while building a functional boathouse and dock system.**

3. *What percentage of the Project costs will be spent locally?* 78%

4. *Are there any recurring costs to buy new equipment / update the facility, if yes, list and explain:* Yes
The City of Clermont will be in charge of routine maintenance of the boathouse. Event infrastructure will be repaired continually as needed in using yearly operating budgets and event budgets. The facility will be managed and operated by the City of Clermont who will provide general building and property maintenance. The City will most likely lease the facility to the Lake County Rowing Club who will be responsible for basic day to day maintenance.

5. *Project Local Annual Spending in Project's Operating Budget:*

In regards to Capital spending we anticipate the boathouse building, pad and fencing requirements to be sourced locally. We anticipate approximately 78% of this capital request to be spent locally. In regards to yearly spending for Lake County Rowing, we anticipate most all of the funds collected from Regattas, Camps and Training to stay in Lake County. We will have to bring in officials and rowing timing services for the regattas. All other expenses will be kept locally.

6. Please submit the following additional financial information for the Project:

- Detailed Pro Forma Analysis for the Project (attached page 15)
- Sources and Uses Budget for the Project. (attached page 17)

E. Project Demand

1. Who is the targeted population, audience or events for the Project:

The targeted population for regattas and training events are the 1,129 US Rowing membership organizations. This includes high school, college and masters clubs who represent tens of thousands of rowers and their families. Masters Club members range from 18 to 98 years of age. The audience will be the rowing athletes and all their team support that travels with their events, including family members, friends and rowing enthusiasts.

2. Please provide an event calendar for the previous twenty-four (24) months, if applicable, and the next 5 years for the Project utilizing the template provided below. If the Project is an expansion to an existing facility, please only include events unique to this Project.

2014 Event Name	2014 Event Dates	# of Participants	# of Spectators	Total Attendance	2014 Room Nights
Spring Break Week #1	2014	120	0	120	280
Spring Break Week #2	2014	120	0	120	280
Spring Break Week #3	2014	120	0	120	280
Spring Break Week #4	2014	120	0	120	280
Florida Intercollegiate Event	2014	300	100	400	267
Summer Training Week #1	2014	60	0	60	140
Summer Training Week #2	2014	60	0	60	140
Summer Training Week #3	2014	60	0	60	140
Summer Training Week #4	2014	60	0	60	140
Summer Training Week #5	2014	60	0	60	140
Summer Training Week #6	2014	60	0	60	140
Summer Training Week #7	2014	60	0	60	140
Summer Training Week #8	2014	60	0	60	140
LCRA Invitational	2014	180	60	240	240
	Totals	1,440	160	1,600	2,747

2015 Event Name	2015 Event Dates	# of Participants	# of Spectators	Total Attendance	2015 Room Nights
Winter Training Week #1	2015	100	0	100	233
Winter Training Week #2	2015	100	0	100	233
Winter Training Week #3	2015	100	0	100	233
Spring Break Week #1	2015	180	0	180	420
Spring Break Week #2	2015	180	0	180	420
Spring Break Week #3	2015	180	0	180	420
Spring Break Week #4	2015	180	0	180	420
Florida Intercollegiate Event	2015	360	160	520	347
Summer Training Week #1	2015	80	0	80	187
Summer Training Week #2	2015	80	0	80	187
Summer Training Week #3	2015	80	0	80	187
Summer Training Week #4	2015	80	0	80	187
Summer Training Week #5	2015	80	0	80	187
Summer Training Week #6	2015	80	0	80	187
Summer Training Week #7	2015	80	0	80	187
Summer Training Week #8	2015	80	0	80	187
LCRA Invitational	2015	240	85	325	325
Rowing Camp	2015	40	0	40	100
Florida Masters Event	2015	340	180	520	520
	Total	2,640	425	3,065	5,165

2016 Event Name	2016 Event Dates	# of Participants	# of Spectators	Total Attendance	2016 Room Nights
Florida Scholastic Event	2016	480	480	960	640
Florida Coxswain Clinic	2016	25	0	25	50
Winter Training Week #1	2016	120	0	120	280
Winter Training Week #2	2016	120	0	120	280
Winter Training Week #3	2016	120	0	120	280
Winter Training Week #4	2016	120	0	120	280
Spring Break Week #1	2016	240	0	240	560
Spring Break Week #2	2016	240	0	240	560
Spring Break Week #3	2016	240	0	240	560
Spring Break Week #4	2016	240	0	240	560
Florida Intercollegiate Event	2016	360	160	520	347
Summer Camp Instruction	2016	50	0	50	75
Summer Training Week #1	2016	110	0	110	257
Summer Training Week #2	2016	110	0	110	257
Summer Training Week #3	2016	110	0	110	257
Summer Training Week #4	2016	110	0	110	257
Summer Training Week #5	2016	110	0	110	257
Summer Training Week #6	2016	110	0	110	257
Summer Training Week #7	2016	110	0	110	257
Summer Training Week #8	2016	110	0	110	257
LCRA Invitational	2016	280	100	380	253
Dragon Boat Event	2016	500	920	1420	325
US Training Camp	2015	40	0	40	100
Florida Masters Event	2016	380	195	575	575
	Total	4,435	1,855	6,290	7,778

2017 Event Name	2017 Event Dates	# of Participants	# of Spectators	Total Attendance	2017 Room Nights
Florida Scholastic Event	2017	480	480	960	640
Florida Coxswain Clinic	2017	25	0	25	50
Winter Training Week #1	2017	160	0	160	373
Winter Training Week #2	2017	160	0	160	373
Winter Training Week #3	2017	160	0	160	373
Winter Training Week #4	2017	160	0	160	373
Spring Break Week #1	2017	300	0	300	700
Spring Break Week #2	2017	300	0	300	700
Spring Break Week #3	2017	300	0	300	700
Spring Break Week #4	2017	300	0	300	700
Florida Intercollegiate Event	2017	360	160	520	347
US Rowing S.E. District Jr.	2016	100	200	300	200
Summer Camp Week #1	2017	50	0	50	100
Summer Camp Week #2	2017	50	0	50	100
Summer Training Week #1	2017	180	0	180	420
Summer Training Week #2	2017	180	0	180	420
Summer Training Week #3	2017	180	0	180	420
Summer Training Week #4	2017	180	0	180	420
Summer Training Week #5	2017	180	0	180	420
Summer Training Week #6	2017	180	0	180	420
Summer Training Week #7	2017	180	0	180	420
Summer Training Week #8	2017	180	0	180	420
LCRA Invitational	2017	325	125	450	300
Dragon Boat Event	2017	500	920	1420	325
US Training Camp	2017	40	0	40	100
Florida Masters Event	2017	400	205	605	605
	Total	5,610	2,090	7,700	10,420

2018 Event Name	2018 Event Dates	# of Participants	# of Spectators	Total Attendance	2018 Room Nights
Florida Scholastic Event	2018	480	480	960	640
Florida Coxswain Clinic	2018	25	0	25	50
Winter Training Week #1	2018	240	0	240	560
Winter Training Week #2	2018	240	0	240	560
Winter Training Week #3	2018	240	0	240	560
Winter Training Week #4	2018	240	0	240	560
S.E. Flat Water Canoe Event	2018	220	105	325	217
Spring Break Week #1	2018	320	0	320	747
Spring Break Week #2	2018	320	0	320	747
Spring Break Week #3	2018	320	0	320	747
Spring Break Week #4	2018	320	0	320	747
Florida Intercollegiate Event	2018	320	160	480	320
S.E. Flat Water Kayak Event	2018	220	105	325	217
US Rowing S.E. Regional	2015	120	120	240	360
Summer Camp Week #1	2018	50	0	50	100
Summer Camp Week #2	2018	50	0	50	100
Summer Training Week #1	2018	180	0	180	420
Summer Training Week #2	2018	180	0	180	420
Summer Training Week #3	2018	180	0	180	420
Summer Training Week #4	2018	180	0	180	420
Summer Training Week #5	2018	180	0	180	420
Summer Training Week #6	2018	180	0	180	420
Summer Training Week #7	2018	180	0	180	420
Summer Training Week #8	2018	180	0	180	420
LCRA Invitational	2018	375	155	530	353
Dragon Boat Event	2018	500	920	1420	325
US Training Camp	2018	40	0	40	100
Florida Masters Event	2018	425	230	655	655
	Total	6,505	2,275	8,780	12,023

3. Please fill in the following Attendance Chart with estimates for the number of annual attendees in each category. If the Project is an expansion to an existing facility, please only include those attendees unique to the development of this Project.

Attendance projections were developed from discussions with USA Rowing, Central Florida Sports Commission and the Lake County Rowing Club. Attendance varies with schedules and events depending whether it is a Regatta where many teams come in for a short time, or training programs where teams may stay for periods of a week or more.

Year 2014 Type of Attendee	Origin of Attendee			Avg. Length of Stay (Days)
	Out-of- State	In-State, Non- County	Local	
Spectators/Visitors	10	130	20	2
Vendors	0	5	0	2
Players/Participants/Coaches – Adult*	838	220	40	5.2
Players/Participants/Coaches – Youth*	292	40	10	5.2
Media/Staff	0	2	2	0

*For sporting events only (Training = 1 - 2 week stay, Events = 2 night stay)

Year 2016 Type of Attendee	Origin of Attendee			Avg. Length of Stay (Days)
	Out-of- State	In-State, Non- County	Local	
Spectators/Visitors	30	1606	210	1.8
Vendors	0	5	0	2
Players/Participants/Coaches – Adult*	1694	1351	80	5.5
Players/Participants/Coaches – Youth*	696	575	39	5.5
Media/Staff	0	10	2	1

*For sporting events only (Training = 1 - 2 week stay, Events = 2 night stay)

Year 2018 Type of Attendee	Origin of Attendee			Avg. Length of Stay (Days)
	Out-of- State	In-State, Non- County	Local	
Spectators/Visitors	140	1902	233	2
Vendors	10	5	0	2
Players/Participants/Coaches – Adult*	2841	1627	109	5
Players/Participants/Coaches – Youth*	1204	680	44	5
Media/Staff	2	12	2	1

*For sporting events only (Training = 1 - 2 week stay, Events = 2 night stay)

4. On average, how many months per year will the Project be utilized: 12

5. For those months, how many average days per month will the Project be utilized: 29

6. Please fill in the following Hotel Room Night Chart with estimates for the number of room nights generated annually. If the Project is an expansion to an existing facility, please only include those room nights resulting from the development of this Project.

	2014 Total	2015 Total	2016 Total	2017 Total	2018 Total
Projected Room Nights for year	2,747	5,165	7,778	10,420	12,023
Bed Tax Exempt Room Nights	549	1033	1,556	2084	2,404
Average Nightly Room Rate	\$90	\$92	\$94	\$96	\$98

7. Please submit a brief narrative of the plan for this event to generate room nights in Lake County:

Regattas - Typically, larger rowing regattas occur over a two-three day time period. Races begin early in the morning and run to about 5pm. This requires teams and their families to arrive in the location a day early and stay an additional night to allow for return travel the following day. Teams arrive together before the event and leave together after the entire event is concluded.

Training - Team training is concentrated in summer and winter months. Teams from cold weather locations will travel to warm locations to allow on-water work-outs. Training requires all athletes to stay locally for the duration of the training period, sometimes lasting up to a couple of weeks.

8. *List additional sponsors/partners:*

We are partnering with the Central Florida Sports Commission and Lake County Rowing Association to bid on various regattas and develop a comprehensive training program for year round training. South Lake Hospital will be working with us for medical and athlete training support.

9. *List Host Hotels-Committed:* We will utilize local area hotels including the following: Fairfield Inn, Holiday Inn Express, Hampton Inn, Summer Bay and other nearby hotels as the event size requires.

10. *List Host Hotels-Applied For:* N/A

11. *Number of Vendors:* Vendors will be determined by the size of event and the attendee's demographics. We will anticipate 5 to 10 vendors per regatta event.

12. *How will you evaluate and measure your programs success?*

Success of the program will be evaluated by ongoing room nights, attendance, events, training and LCRA Club Membership. Regatta Registration - Regatta registration is easily tracked electronically through a nationally recognized provider www.regattacentral.com. Regatta Central allows for posting of hotel contact information and directions as well as other relevant local information. Hotel stays will be measured as per the requirement of the application.

Training - Teams from around the country will be invited to train in Lake County. As the Lake County Rowing Association hosts these teams, the number of attendees and corresponding hotel stays and resulting economic impact will be tracked.

LCRA Club Membership - In order to hold regattas and host visiting team training, LCRA needs a large number of members who volunteer their time and talent. A healthy host club ensures the viability of events going forward. LCRA tracks club membership, dues, participation etc using www.teamsnap.com.

13. *List states and countries represented by previous attendees if an existing facility has been used for events that the new facility will host or if it is an expansion of an existing facility:* N/A

14. *Will events held through the Project charge an entry fee, admission fee, parking fee, etc.?* Yes
If yes to any of these please list them: Regattas will have a registration fee per boat. Camps and Clinics will have an individual participant fee. Training will have an individual training fee. Additional regatta costs include rental of timing devices, referee fees, security, portable toilets, regatta insurance etc. We anticipate registration fees and possible parking fees to recover these expenses and where possible as a fund raiser to support future growth for the non-profit host association, LCRA.

F. Marketing Summary

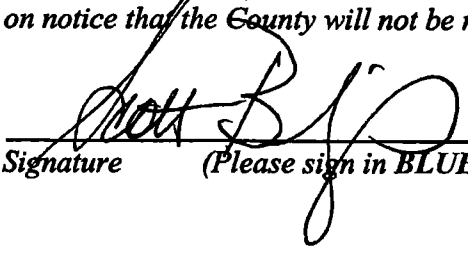
1. *Outline of the marketing plan for the Project and resulting events:*

Marketing and advertising will come from a variety of sources. The City of Clermont, Central Florida Sports Commission and Lake County Rowing Association (LCRA) in conjunction with our Local and State Tourist Development partners will promote Lake County as a rowing destination. At the National level, U.S. Rowing will be supporting Regattas and also highlighting the Clermont facility as an excellent training venue. U.S. Rowing currently has 1,129 member organizations within the United States. At the regional level, the Central Florida Sports Commission who is under contract with Lake County will be marketing, promoting and actively working with colleges, high schools and clubs to bring in their events (including regattas, clinics and training) to Lake County. At the local level the Lake County Rowing Club will be marketing via social media and will create at least one LCRC Regatta and reach out to promote the Lake County facility as a premier training venue. Additionally Regatta events can be advertised/posted and registration can occur through www.regattacentral.com. LCRA is dedicated to work with its local Florida member organizations through its membership in the Florida Scholastic Rowing Association. FSRA is the governing body of high school rowing in the State of Florida and can be used to help establish state wide regattas at the convenient central location of Lake County. The FSRA website, <http://www.floridarowing.org/>, also allows for promotion of regatta events.

2. *Describe what steps have been taken or will be taken to reach out and bring in new attendees, and thus increase overnight stays.* It is the plan of the City of Clermont to develop the rowing infrastructure with the Lake County Rowing Association, Central Florida Sports Commission and Lake County Economic Development & Tourism Department to bring in as many quality rowing events and training opportunities as the calendar will allow. Also, interest will grow locally with the Lake County Rowing Association as more people are introduced to the sport of rowing. As this membership grows so will our volunteer base for hosting bigger and better attended rowing events. As Lake County grows as a rowing destination so will the increased attendees, their families, and officials for rowing events, clinics and training within each calendar year.
3. *Event Organizer Contact:*
The primary event organizer at the City level will be Dave Teske, 352-241-7351 or dteske@clermontfl.org, who is the Director of Parks and Recreation for the City of Clermont. He will be the conduit for the Central Florida Sports Commission, Lake County Rowing and Lake County's Department of Economic Development and Tourism.

G. Signature

I have reviewed the LAKE COUNTY TOURIST DEVELOPMENT CAPITAL PROJECTS FUNDING APPLICATION. I am in full agreement with the information contained in this application and its attachments as accurate and complete. I further acknowledge my understanding that the County in approving a funding agreement does not assume any liability or responsibility for the ultimate financial profitability of the project for which the funds are awarded. The County, unless otherwise specifically stated, is only a financial contributor to the project and not a promoter or co-sponsor, and will not guarantee or be responsible or liable for any debts incurred for such event. I have put all third parties on notice that the County will not be responsible for payment of any costs or debts for the project.



Signature (Please sign in BLUE ink)

March 18, 2013
Date

Scott Blankenship, Assistant City Manager
Name and Title of person authorized to sign the application

City of Clermont
Applicant's Organization

Pro Forma Analysis for Lake Rowing

Current Projected Revenues & Expenses

LIST ALL REVENUE

Regatta Registration Fees	<u>\$162,700</u>
Clinic Registration Fees	<u>\$ 7,600</u>
Training Usage Fees	<u>\$ 2,400</u>
Sponsorships	<u>\$ 5,000</u>
Event Expo Vendors	<u>\$ 1,500</u>
TDC Funding	<u>TBD - Varies with attendance & will be validated via the TIM (Tourist Impact Model)</u>
TOTAL REVENUE	\$ <u>179,200</u>

LIST ALL EXPENSES

Regatta

Administration	<u>\$ 8,000</u>
Security	<u>\$ 4,200</u>
Scoring/Timing	<u>\$ 31,500</u>
Referees	<u>\$ 28,000</u>
Portable Toilets	<u>\$ 3,675</u>
Fuel	<u>\$ 1,400</u>
Advertising	<u>\$ 21,000</u>
Launches	<u>\$ 21,000</u>
Awards	<u>\$ 10,500</u>
Total Regatta Expenses	\$ <u>129,275</u>

Clinics

Fuel	<u>\$ 400</u>
Coaching	<u>\$ 4,000</u>
Course Installation	<u>\$ 400</u>
Total Clinic Expenses	\$ <u>4,800</u>

Training

Course Installation	<u>\$ 800</u>
Fuel	<u>\$ 800</u>
Supplies	<u>\$ 400</u>
Total Training Expenses	\$ <u>2,000</u>

Boat House

Electric \$ 3,600

Potable Water \$ 1,400

Ground Maintenance \$ 1,800

Building Maintenance \$ 3,000

Dock Maintenance \$ 1,440

Misc. Supplies \$ 1,200

Total Boat House Expenses \$ 12,440

TOTAL EXPENSES \$ 148,515

NET PROFIT \$ 30,685

Sources & Uses Budget for Lake Rowing

Current Breakdown of Projected Revenues & Expenses

LIST ALL REVENUE

Regatta Registration Fees	<u>\$162,700</u>
Clinic Registration Fees	<u>\$ 7,600</u>
Training Usage Fees	<u>\$ 2,400</u>
Sponsorships	<u>\$ 5,000</u>
Event Expo Vendors	<u>\$ 1,500</u>

LIST ALL EXPENSES

Regatta

Administration	<u>\$ 8,000</u>	Admin Fees to coordinate Regattas & Clinics
Security	<u>\$ 4,200</u>	\$600 per event
Scoring/Timing	<u>\$ 31,500</u>	\$4,800 per event
Referees	<u>\$ 28,000</u>	\$4,000 per event
Portable Toilets	<u>\$ 3,675</u>	\$525 per event (1 ADA \$150 & 5 REG \$75)
Fuel	<u>\$ 1,400</u>	\$200 per event (Referee launches, Safety boat)
Advertising	<u>\$ 21,000</u>	\$3,000 per event (Magazine, Direct Mailing, Website)
Launches	<u>\$ 21,000</u>	\$3,000 per event (Referees, Safety, Support)
Awards	<u>\$ 10,500</u>	\$1,500 per event (Trophies, Plaques, Ribbons)

Clinics

Fuel	<u>\$ 400</u>	\$200 per Clinic
Coaching	<u>\$ 4,000</u>	\$2,000 per Clinic (Coaches, Guest Speaker, Support)
Course Installation	<u>\$ 400</u>	\$200 per Clinic

Training

Course Installation	<u>\$ 800</u>	\$800 for Training Weeks
Fuel	<u>\$ 800</u>	
Supplies	<u>\$ 400</u>	Miscellaneous Supplies

Boat House

Electric	<u>\$ 3,600</u>	\$300 per month
Potable Water	<u>\$ 1,440</u>	\$120 per month
Ground Maintenance	<u>\$ 1,800</u>	\$150 per month
Building Maintenance	<u>\$ 3,000</u>	\$250 per month
Dock Maintenance	<u>\$ 1,440</u>	\$120 per month
Misc. Supplies	<u>\$ 1,200</u>	\$200 per month for supplies

IRS FORM W-9
REQUEST FOR TAXPAYER IDENTIFICATION

W-9
6-M

Whilst the action of rowing and equipment used remains fairly consistent throughout the world, there are many different types of competition. These include endurance races, time trials, stake racing, bumps racing, and the side-by-side format used in the Olympic games. The many different formats are a result of the long history of the sport, its development in different regions of the world, and specific local requirements and restrictions.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) City of Clermont	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☒ Other (see instructions) ▶ Government Municipality	
	☐ Exempt payee	
	Address (number, street, and apt. or suite no.) 685 West Montrose Street City, state, and ZIP code Clermont, FL 34711	
List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	Social security number [][] - [][] - [][][][] Employer identification number 5 9 - 6 0 0 0 2 9 0
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below). Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	Sign Here Signature of U.S. person ▶ <i>Dan Teske</i> Date ▶ <i>March 14, 2013</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

WRITTEN AUTHORIZATION FOR AUTHORIZED AGENT

There are many differing sets of rules governing racing and these are generally defined by the governing body of the sport in a particular country—e.g., British Rowing in England and Wales, Rowing Australia in Australia, and USRowing in the United States. In international competitions, the rules are set out by the world governing body, the Fédération Internationale des Sociétés d’Aviron (FISA). The rules are mostly similar but do vary; for example, British Rowing requires coxswains to wear buoyancy aids at all times, whereas FISA rules do not.



CITY OF CLERMONT

Office of the City Manager

March 14, 2013

David Heath
Lake County Manager
315 West Main Street
Tavares, FL 32778

Dear Mr. Heath:

On behalf of the City of Clermont, Dave Teske, Parks and Recreation Director, will be the authorized agent representing the City of Clermont's funding application for the Lake County Rowing project. We appreciate the opportunity to submit a formal bid and look forward to moving this project forward in Lake County.

Sincerely,

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

Darren Gray
City Manager

CC: Commissioner Timothy Sullivan, District 1
Commissioner Sean Parks, District 2
Commissioner Jimmy Conner, District 3
Commissioner Leslie Campione, District 4
Commissioner Welton Caldwell, District 5

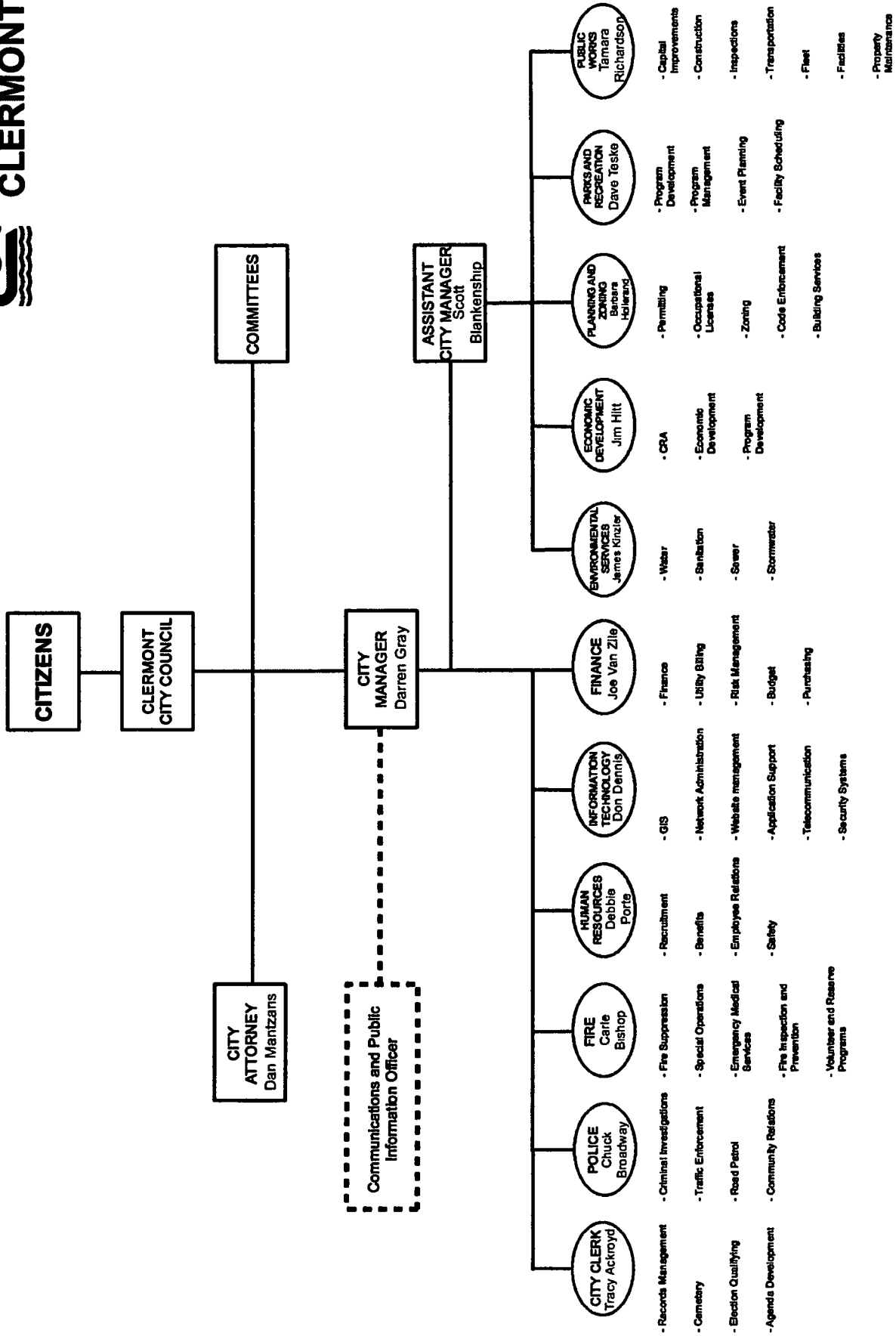
ORGANIZATIONAL OUTLINE

ORGANIZATION

There are several different types of boats. They are classified using number of rowers. In all forms of modern competition the number is either 1, 2, 4, or 8. Position of coxswain (also referred to as cox). Boats are either coxless (straight), bow-coxed (also called bowloaders), or stern-coxed.



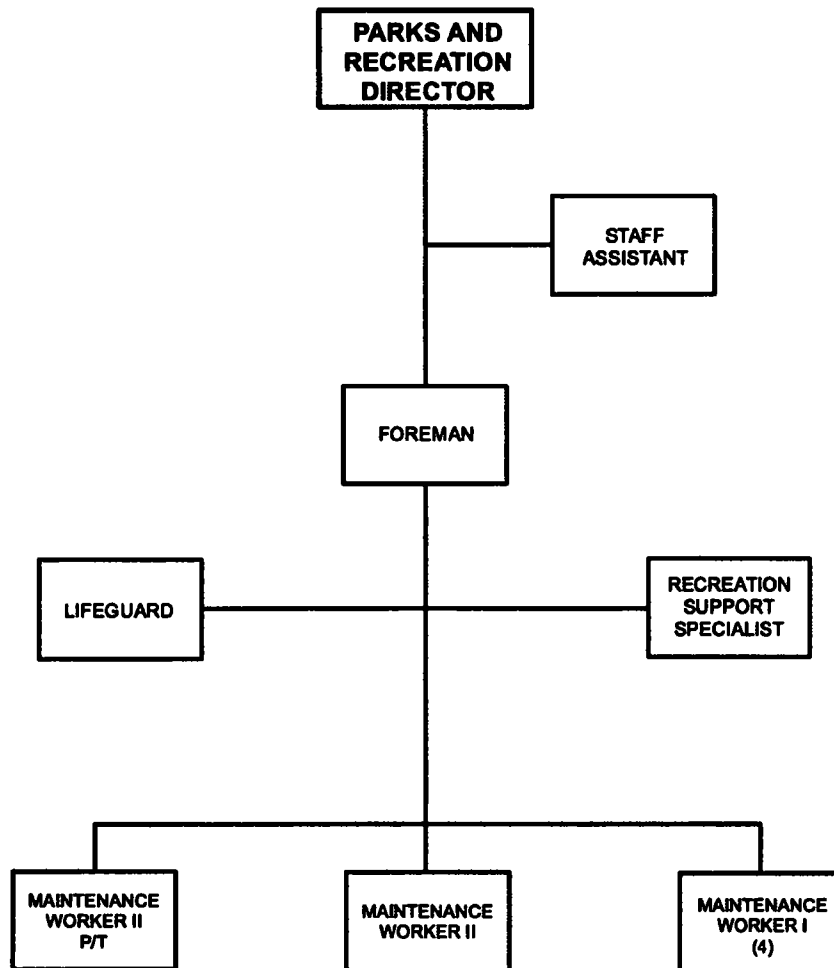
CITY OF CLERMONT



PARKS AND RECREATION DEPARTMENT FISCAL YEAR 2013 - 2014



City of Clermont





March 11th, 2013

Lake County Rowing Association, Inc.
Deborah K. Kiely – President
c/o Bret Jones PA
700 Almond St.
Clermont, FL 34711

David Heath
Lake County Manager
315 West Main Street
Tavares, FL 32778

Dear Mr. Heath,

It is the intent of Lake County Rowing Association to host events that would positively impact economic development in Lake County. Hosting training, clinics and regattas benefits the association by allowing it to grow and benefits Lake County as host. We will work with the City and County to market and execute activities. Here is an excerpt from our by-laws:

2.2 Specific. The specific purpose for which the Corporation is formed is to educate the public about non-motorized boats and rowing sports; to increase community involvement in the same while at the same time effectuating the economic development of Lake County through recruiting and coordinating athletic events; and, to undertake such activities as will further the general purposes described herein. The nature of the activities to be conducted by the Corporation shall include, but are not limited to, the following:

- (a) Effectuate the economic development of Lake County by recruiting and coordinating sports events in cooperation with other tourism-related groups, companies and individuals. In furtherance of the same, the Corporation shall host at least one (1) rowing regatta per year in Lake County, Florida.**
- (b) Sharing with the general public, groups, tourism-related companies, organizations, agencies, individuals, and sports organizations about the mission, activities and purpose of the Corporation.**
- (c) Educating youth about non-motorized boats and rowing sports.**
- (d) Providing a platform for youth to compete for collegiate scholarships in rowing sports.**
- (e) Encouraging cooperative efforts to increase the positive effects of recreation, physical fitness and sports.**

- (f) Recruiting and help others recruit amateur athletic competitions that directly or indirectly promote overnight visitors to the area.
- (g) Cooperating and collaborating with local elected officials and agencies about the activities taken or planned for by the Corporation and to seek input from these groups or individuals in determining future Corporation activities.
- (h) Informing the appropriate local or state agencies and governmental bodies about the need for increased financial support of the Corporation's efforts along with increased focus on support for public recreation and sports facilities, physical fitness, and sports activities for citizens in our county.
- (i) Sponsoring sports training, recreation, physical fitness and sports workshops, clinics, conferences and other similar activities that directly or indirectly promote overnight visitors to the area.
- (j) Helping develop, foster and create services, facilities, and programs for physical fitness, recreation and sports for citizens in Lake County.
- (k) Encouraging local governments and communities to develop local physical fitness and recreation programs and amateur athletic competitions.
- (l) Enlisting the support of individuals, civic groups, governmental amateur sports associations and others with similar interests and goals as the Corporation.

Sincerely,

Deborah K. Kiely

Deborah Kiely
President
Lake County Rowing Association, Inc.

CC: Lake County Commissioners

COMPLETE BUDGET OUTLINE

BUDGET

In all boats, with the exception of single sculls, each rower is numbered in sequential order, low numbers at the bow, up to the highest at the stern. The person seated on the first seat is called the bowman, or just 'bow', whilst the rower closest to the stern is called the 'strokeman' or just 'stroke'. There are some exceptions to this – some UK coastal rowers, and in France, Spain, and Italy rowers number from stern to bow.

LAKE COUNTY ROWING

Boathouse Budget

Quoted by Evergreen Construction

Description	Total
General Conditions & Design	\$ 58,913.32
Sitework	\$ 42,877.00
Landscaping & Irrigation	\$ 16,202.10
Concrete	\$ 52,202.88
Masonry	\$ 39,872.96
Steel	\$ 2,650.00
Carpentry	\$ 54,960.04
Metal Roofing System	\$ 60,749.02
Waterproofing Sealants	\$ 2,650.00
Windows & Doors	\$ 15,370.00
Painting	\$ 46,173.60
Specialties	\$ 3,710.74
Plumbing	\$ 26,394.00
Electrical	\$ 37,100.00
Subtotal	\$ 459,825.66
Bond	\$ 6,897.38
Evergreen Total Construction Costs Subtotal	\$ 466,723.04
** See Evergreen Quote attached	
10% Contingency for cost escalations	\$ 45,985.56
3,000 square foot Concrete Multipurpose Outdoor Pad	\$ 14,310.00
Outdoor Fenced in Area	\$ 7,000.00
Permits	\$ 1,913.00
Impact Fees (water, water meter, sewer)	\$ 3,670.00
Connection of Utility Services	\$ 5,000.00
Grand Total	\$ 544,601.60

* Above construction quote provided by Evergreen Construction Management in Leesburg, FL.

** Does not include design/architecture fees of \$26,500



**BUY BUILD
BELIEVE Lake**

April 11, 2013

David Teske, Parks & Recreation Director
City of Clermont
685 West Montrose Street
Clermont, FL 34711

Subject: Conceptual Boathouse Estimate

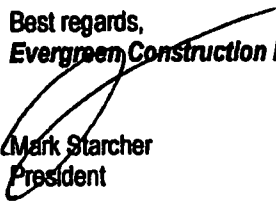
David,

We have completed an estimate for the 96' x 45' boathouse based on a preliminary design containing bathrooms and aesthetic features similar to other buildings in the Lake Minneola area. Our summary of costs are as follows:

General Conditions	58,913.32
Sitework	42,877.00
Landscaping & Irrigation	16,202.10
Concrete	52,202.88
Masonry	39,872.96
Steel	2,650.00
Carpentry	54,960.04
Metal Roofing System	60,749.02
Waterproofing Sealants	2,650.00
Windows & Doors	15,370.00
Painting & Epoxy Floors	46,173.60
Specialties	3,710.74
Plumbing	26,394.00
Electrical	<u>37,100.00</u>
Subtotal	459,825.66
Bond	<u>6,897.38</u>
Total	466,723.04

We recommend adding a 10% contingency for cost escalations in the next 12 months. Please contact me if we can provide any further information regarding this project.

Best regards,
Evergreen Construction Management, Inc.


Mark Starcher
President



PETERSON ARCHITECTS

156 Mount Auburn Street
Cambridge Massachusetts 02138
Tel. 617.354.2268

www.peterson-architects.com
info@peterson-architects.com

ESTIMATED COST Construction Budget prepared by Marois Construction, South Hadley MA

Updated 14 March 2013

96' long Simple Boathouse Budget

Budget assumes a construction phase of 8 weeks. Outlined below are the values we have found associated with the scope provided by your office:

• Project Management & Coordination:	\$ 23,400
• Quality Requirements	\$ 5,000
• Temporary Facilities & Construction	\$ 5,450
• Execution & Close-Out Requirements	\$ 11,500
• Concrete	\$ 42,000
• Metal Fabrications	\$ 1,500
• Rough Carpentry	\$ 51,000
• Thermal Protection	\$ 11,500
• Steep Slope Roof	\$ 23,500
• Siding & Exterior Trim	\$ 32,000
• Flashing & Sheet Metal	\$ 3,500
• Doors & Frames	\$ 12,000
• Window Installation	\$ 4,200
• Exterior Painting	\$ 1,500
• Interior Painting	\$ 1,500
• Electrical	\$ 52,000
• Skylight Option	\$ 40,000
• Bathrooms Option	\$ 49,700
• <u>Timberpeg Package</u>	<u>\$ 248,000</u>

Grand Total \$ 618,890

Sitework will vary between projects and is not included.

Construction contingency is not included. It is recommended that the owner carry a 10% contingency for unforeseen issues.

We provide an estimate of costs to provide general guidance as to the ballpark cost of the Simple Boathouse. It is important to note that there may be substantial variation in the actual costs due to regional cost differences, different contracting approaches, and the specific design choices made for different buildings. Following is an explanation of the scope of the line items. Note that this is a construction cost estimate and does not include any necessary engineering costs, furnishings (i.e. boat racks) or other costs not explicitly identified. This estimate was prepared by Marois Construction of South Hadley, MA and represents costs at that location.

LAKE COUNTY ROWING

Regatta Infrastructure & Equipment Budget

Number of Items	Description	Item Cost	Sub Total
	Boat Dock for Regattas & Training		
1	300 Feet x 12 Feet Floating Dock ** Quote attached		\$ 111,556.00
1	Install of Dock System, Ramps, Supports & Anchoring		\$ 15,000.00
		Sub Total	\$ 126,556.00
	Full Rowing Course for Competitions		
9	Lane Lines - 100% Stainless Steel Cable and Lugs	\$ 3,100.00	\$ 27,900.00
7	Laterals - 100% Stainless Steel Cable and Lugs	\$ 500.00	\$ 3,000.00
1,530	Buoys - Can Buoys White	\$ 3.00	\$ 4,590.00
400	Buoys - Can Buoys Red	\$ 3.50	\$ 1,400.00
1928	Leaders for Can Buoys with Stainless Steel Clips	\$ 2.75	\$ 5,302.00
32	Rope Locks	\$ 70.00	\$ 2,240.00
19,928	Feet 1/8" Stainless Steel Extender Cable - For Anchors	\$ 0.24	\$ 4,783.00
31	Anchors	\$ 50.00	\$ 1,200.00
24	Marker Buoys	\$ 60.00	\$ 1,550.00
1	Maintenance Kit	\$ 500.00	\$ 500.00
1	Electric Winder	\$ 2,600.00	\$ 2,600.00
1	Shipping	\$ 1,500.00	\$ 1,500.00
	Installation and Training		\$ 7,000.00
	Training Tech Travel & Expenses		\$ 2,000.00
		Sub Total	\$ 65,565.00
	Support Items		
4	Launches	\$ 5,000.00	\$ 20,000.00
5	Indoor/Outdoor Racks	\$10,000.00	\$ 10,000.00
12	Ergonometers	\$ 1,350.00	\$ 16,200.00
5	Spectator Bleachers	\$ 4,059.00	\$ 20,295.00
		Sub Total	\$ 66,495.00
		Grand Total	\$258,616.00

AccuDock
1790 SW 13th CT
Pompano Beach, FL 33069



Estimate

Date

Estimate #

4/11/2013

2703

Bill To

Clermont Parks & Recreation
David Teske
685 West Montrose St
Clermont, FL 34711
352-241-7351

Ship To

Clermont, FL

Description				Qty	Cost	Total
Estimate for two 12' x 150' x 6" Low Profile Rowing Docks						
Rowing Docks						
5' x 6' x 6" Framed Float (60 each)				120	640.00	76800.00T
S-style connector with bumpstrip (59 each)				118	32.00	3,776.00T
S-Style Connector w/ Frame add-on (1 each)				2	32.00	64.00T
Accudock Bump Strip installed - Beige (312' each along both sides and face)				624	8.00	4,992.00T
Eco Mooring elastic rode with helix anchor and cleat for dock securing (6 each)				12	499.00	5,988.00T
Access Aluminum Ramps						
8' x 12' Aluminum Ramp with Aluminum non skid decking (1 each)				2	3,849.00	7,698.00T
8' Landside Hinge Plate (1 each)				2	699.00	1,398.00T
8' Dock Side Connection/Hinge Plate (1 each)				2	699.00	1,398.00T
Compensation float needed for additional gangway support (1 each)				2	499.00	998.00T
Hinging mounting bracket for compensation float (1 each)				2	499.00	998.00T
Order Subtotal prior to discount and shipping						104110.00
Shipping/delivery to Clermont, FL - two full flatbed trucks					1,200.00	1,200.00
Phone #	Fax #	E-mail	Web Site	Subtotal		\$105,310.00
(954) 785-7557	(954) 784-9144	sales@accudock.com	www.accudock.com	Sales Tax...		\$6,246.60
Estimate pricing valid for 30 days from date above				Total		\$111,556.60

Customer Signature _____

LAKE COUNTY ROWING

Design & Project Management Budget

Description	Total
Architect, Project Management	\$26,500.00

*** Fees provided by Evergreen Construction**

SUPPORT

100

The distinction between rowing and other forms of water transport, such as canoeing or kayaking, is that in rowing the oars are held in place at a pivot point that is in a fixed position relative to the boat, this point is the load point for the oar to act as a second class lever (the blade fixed in the water is the fulcrum). Racing boats also have sliding seats to allow the use of the legs in addition to the body to apply power to the oar. The rowing boats require oars on either side to prevent them from rolling over.



CONGRESSMAN DANIEL WEBSTER
10TH CONGRESSIONAL DISTRICT OF FLORIDA

March 15, 2013

David Heath
Lake County Manager
315 West Main Street
Tavares, FL 32778
CC: Lake County Commissioners

Dear Mr. Heath:

This is a letter of support in the development of a new rowing facility by the City of Clermont on Lake Minneola, in Lake County, Florida. I believe this new rowing facility will establish a quality sport that can bring in wonderful opportunities for economic development for locals, regional visitors and national guests to Lake County. This addition of a rowing competition and training facility will leave a lasting legacy for rowing and economic impact for many years to come.

I am very excited for this project and hope Lake County will support this endeavor.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Webster", written in a cursive style.

Daniel Webster
Member of Congress



THE FLORIDA SENATE

Tallahassee, Florida 32399-1100

SENATOR ALAN HAYS
11th District

COMMITTEES:
Appropriations Subcommittee on General Government, *Chair*
Children, Families, and Elder Affairs, *Vice Chair*
Governmental Oversight and Accountability, *Vice Chair*
Appropriations
Appropriations Subcommittee on Criminal and Civil Justice
Banking and Insurance
Commerce and Tourism

JOINT COMMITTEES:
Joint Select Committee on Collective Bargaining, *Co-Chair*
Joint Legislative Auditing Committee
Joint Legislative Budget Commission

February 22, 2013

David Heath
Lake County Manager
315 West Main Street
Tavares, FL 32778

Dear Mr. Heath:

It is a privilege to write this letter of support for a new rowing facility located in Clermont, Florida. The potential of this facility to add economic development to Lake County and the State of Florida is very exciting. I feel that a new boat house and competition rowing course has the potential to make Clermont and Lake County a rowing destination for training and competitions.

The addition of this new rowing facility could be a real jewel in Lake County and will be used by many of our residents, regional visitors, and out of state guests for many years to come. I hope Lake County will support this endeavor.

Sincerely,

D. Alan Hays, DMD
Senator
Florida Senate District 11

DAH/rh

I can envision hundreds of college rowing athletes in competition there every spring!

REPLY TO:

- 871 South Central Avenue, Umatilla, Florida 32784-8280 (352) 742-6441
- 1104 Main Street, The Villages, Florida 32159 (352) 380-8739 FAX: (352) 380-8748
- 320 Senate Office Building, 404 South Monroe Street, Tallahassee, Florida 32399-1100 (850) 487-5011

Senate's Website: www.flsenate.gov

DON GAETZ
President of the Senate

GARRETT RICHTER
President Pro Tempore



Florida House of Representatives

Representative Larry Metz

District 32

District Office:
193 Cherry Valley Trail
Groveland, FL 34736-3645
(352) 989-9134
(352) 989-9136(fax)

Email: Larry.Metz@myfloridahouse.gov

Capitol Office:
417 House Office Building
402 South Monroe Street
Tallahassee, FL 32399-1300
(850) 717-5032

April 8, 2013

Mr. David Heath
County Manager
Lake County Board of Commissioners
315 West Main Street
Tavares, FL 32778

Dear Mr. Heath:

It has come to my attention that the City of Clermont is interested in developing a rowing facility within its limits, on Lake Minneola. Commissioner Parks has spoken about this in the past, and I think it is a good idea. Not only would organized rowing activities capitalize on our unique lakes, but such activities would have a positive economic development impact to Lake County. Once established, a rowing facility would augment nicely the recently unveiled economic development branding for South Lake County centered on health and wellness. One can only imagine the many participants, friends and families that will be visiting South Lake County for training and competitions on our beautiful lakes! Without a doubt this type of activity will help generate additional business for our existing business establishments and also favorably impact new business development and job creation.

I encourage Lake County to consider supporting this concept and, if you and the commissioners agree, to assist in making this vision of The City of Clermont's a reality. If I can be of any assistance please feel free to contact me. Thank you.

Respectfully,

A handwritten signature in black ink, appearing to read "Larry Metz".

Larry Metz
Representative, District 32

LEM/jlw



March 18, 2013

David Teske
Recreation Director
City of Clermont
685 West Montrose Street
Clermont, FL 34711
(via email: dteske@clermontfl.org)

Dear Mr. Teske:

I write to you as the CEO of the United States Rowing Association (USRowing) in support of the Lake County Rowing Association's proposal to develop a rowing club and regatta site in Lake County, Florida. USRowing is the national governing body of the sport of rowing as recognized by the United States Olympic Committee.

USRowing has followed Lake County Rowing Association's plans in the Lake Minneola/ Clermont area of Lake County with great interest. Late in 2012, I made a trip to the area personally to visit several lakes and waterfront locations. What I found was a fantastic opportunity for the future development of rowing and regatta sites in your county.

Rowing is a growth sport in America with a heavy emphasis on female and youth participation as well as a sport dedicated to the issues of access and diversity. Waterway communities across the nation have embraced new programs and investment in the sport at locations from Oakland to Oklahoma City and Boston to Sarasota. The state of Florida is among the highest growth areas in the country for rowing, with youth programs expanding nearly three fold in the past decade.

Lake County's central location provides a unique advantage in hosting events for the rowing community. Several of the park sites adjacent to waterways make for an easily accessible regatta location. USRowing has many examples to demonstrate the economic impact, public health results and positive sense of community that boathouses, regattas and rowing in general bring to cities across the country.

We believe in Lake County Rowing Association's proposal to develop a boathouse and regatta site will provide great services and events in your community and we fully support this project.

Sincerely,

Glenn Merry
Chief Executive Officer
USRowing

United States Rowing Association
2 Wall Street, Princeton, New Jersey 08540, 609-751-0700 phone



March 12, 2013

David Heath
Lake County Manager
315 West Main Street
Tavares, FL 32778
CC: Lake County Commissioners

Dear Mr. Heath:

It is with great enthusiasm that the Central Florida Sports Commission joins in endorsing the City of Clermont and Lake County Rowing Association's proposal to develop a training facility, including a boathouse to host national rowing event opportunities.

The Central Florida Sports Commission is a non-profit, private organization created to attract international, national and regional events and sports-related business and activities to the Lake County community. The Sports Commission is our community's clearinghouse and first point of contact for sports and sports-related activities and we are committed to developing and enhancing the Lake County sports brand.

The construction of more sports related facilities in Lake County will not only enhance the Sports Commission's efforts in attracting sports related groups to the county, but more importantly establishes Lake County as a national rowing destination for team training and events.

Again, the Sports Commission supports the City of Clermont and Lake County Rowing Association's proposal and looks forward to working with all involved on this project when the time becomes appropriate.

Sincerely,

A handwritten signature in black ink, appearing to read "John Bisignano", with a stylized flourish at the end.

John Bisignano
President / CEO
Central Florida Sports Commission

126 East Lucerne Circle, Orlando, FL 32801
tel 407 648 4900 fax 407 649 2072

Providing economic development through sports to Lake, Orange,
Osceola, Seminole & Volusia counties, and the City of Orlando.

WWW.CENTRALFLORIDASPORTS.ORG





March 11th, 2013

Lake County Rowing Association, Inc.
Deborah K. Kiely – President
c/o Bret Jones PA
700 Almond St.
Clermont, FL 34711

David Heath
Lake County Manager
315 West Main Street
Tavares, FL 32778

Dear Mr. Heath,

On behalf of the Lake County Association and its board, we strongly endorse the proposal to bring events and activities related to rowing to Lake County.

We are an established 501(c)(3) non-profit (FEIN 45-4307960) managed by board of directors and supported by its officers, committees and coaches. We currently have both a masters (adult) rowing team and a youth rowing team under the Lake County Rowing Association umbrella. We have members who have been rowing on Lake County Lakes for more than a decade who have contacts in the rowing community within US Rowing national organization and its hundreds of members nationwide. We are positioned to manage and execute regattas, clinics and training activities.

Lake County has a unique opportunity to share its best natural resource; beautiful, warm, open, clean lakes. We look forward to partnering with you to promote this resource.

Sincerely,

Deborah K. Kiely

Deborah Kiely
President
Lake County Rowing Association, Inc.

CC: Lake County Commissioners



March 15, 2013

David Heath
Lake County Manager
315 West Main Street
Tavares, FL 32778

CC: Lake County Commissioners

Dear Mr. Heath:

Please find this letter of support for the City of Clermont's efforts to uniquely differentiate itself from competitor cities across the county in the area of sports tourism. The city of Clermont is wise to leverage its natural strengths to position itself as a leader in the aquatic sports space. By developing a strategy focused on leveraging the natural assets of Clermont's lakes for a world class rowing venue is a smart one.

As a city you can focus on deepening your relationships with US Rowing as well as other third party event rights holders who will see Lake County's beauty, proximity to a world class airport, world class attractions and a visible commitment to their sport. Focusing on a few sports will allow staff and community to gain alignment on purpose, build valuable networks in the sport and build community pride.

I believe the citizens who already take advantage of the lakes will find this one more treasure for their city as well as entice additional families to look upon Clermont as a wholesome and healthy living community and one to consider for relocation.

Good luck with your pursuit on this project

Mike Millay
Chairman
Central Florida Sports Commission

126 East Lucerne Circle, Orlando, FL 32801
tel: 407 648 4900 fax: 407 649 2072

Providing economic development through sports to Lake, Orange,
Osceola, Seminole & Volusia counties, and the City of Orlando.

WWW.CENTRALFLORIDASPORTS.ORG





691 W. Montrose St.
Clermont, FL 34711
Phone 352.394.4191
Fax 352.394.5799

March 14, 2013

David Heath, Lake County Manager
315 W. Main St.
PO Box 7800
Tavares, Fl. 32778

Dear David:

The Sports and Tourism Committee of the South Lake Chamber of Commerce was formed to be a resource and advocate for local businesses, individuals and organizations that are interested in having a positive economic impact within our communities through sports and/or tourism initiatives. A rowing presence in South Lake has been on our Committee's radar screen for two years.

South Lake County offers many ideal amenities to the rowing community – with the most important being the lakes within our boundaries. The sport of rowing fits naturally in the landscape of our lakes. It is a great sport that attracts fans across many age groups and promotes a healthy, active lifestyle for area residents, as well.

Our Committee and Board understand that a vibrant rowing organization and physical presence can create a new sports niche for the South Lake cities and towns, attracting rowers and events that would could emanate perfectly from Clermont's Waterfront Park on Lake Minneola and grow from there.

Regattas tend to draw affluent attendees as spectators and participants. These people are likely to travel with their families and stay for two to three days in the area where the regatta takes place. Experts say these visitors, who might not otherwise come here if not for rowing, will spend an average of \$100 per person per day.

Our Board of Directors encourages Lake County government to support Clermont in its efforts to develop rowing infrastructure, including a boat house on Lake Minneola, so that this new sporting effort for this area can be the catalyst in establishing a significant Central Florida rowing presence here in Lake County.

Sincerely,

Robert Thompson, Chairman
Board of Directors

CC: County Commissioners



1900 Don Wickham Drive
Clermont, FL 34711
352.394 4071
southlakahospital.com

March 8, 2013

David Heath
Lake County Manager
315 West Main Street
Tavares, FL 32778
CC: Lake County Commissioners

Re: Letter of support for developing a rowing facility in the City of Clermont
on Lake Minneola, Lake County, Florida

Dear Mr. Heath:

South Lake Hospital would like to show its support and encouragement for proposed new rowing facility in Clermont, Florida. We have recently adopted our new campus and community vision "LiveWell," which aligns our goal of creating an active, healthy community with the aspects the sport of rowing would bring to the area. Rowing provides opportunities for local residents and is an economic driver bringing visitors to the South Lake area. On the LiveWell Campus, we have seen the immense economic impact of visiting athletes coming to compete and train on a year-round basis and can see rowing adding to this economic impact for years to come.

On behalf of the hospital, we hope that Lake County will support the development of this project. Thank you for your focus on this positive initiative for our community.

Sincerely,


John A. Moore
President



March 14, 2013

David Heath
Lake County Manager
315 West Main Street
Tavares, FL 32778

Dear Mr. Heath,

On behalf of the Stetson University Rowing Program, we support the proposal to bring rowing events and activities to rowing to Lake County.

Clermont is centrally located within the state of Florida and affords easy travel from all parts. We understand that there is a plan to install a 2k regatta course that will be viewable in its entirety from shore. In addition, there is ample room and ease of access to host a 5k head race.

We encourage the growth of rowing and its benefits to youth and adult rowers. We would strongly consider attending regattas or events in Lake County.

Sincerely,

Mark Wilson

Mark Wilson
Stetson University Rowing
mrwilson@stetson.edu
386-822-8102

CC: Lake County Commissioners



March 20, 2013

**David Heath
Lake County Manager
315 West Main Street
Tavares, FL 32778**

Dear Mr. Heath,

On behalf of the Miami Rowing and Watersports Center, I want to advise you of our support for the proposal to bring rowing events and activities to Lake County.

Clermont is centrally located within the state of Florida and affords easy travel from all parts. We understand that there is a plan to install a 2k regatta course that will be viewable in its entirety from shore. In addition, there is ample room and ease of access to host a 5k head race.

We encourage the growth of rowing and its benefits to youth and adult rowers. We welcome a new rowing venue and would strongly consider attending regattas or events in Lake County.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sunny McLean', with a stylized, cursive-like script.

**Sunny McLean
Coordinator, Master Women
Miami Rowing and Watersports Center
305-668-0413**

CC: Lake County Commissioners



**David Heath
Lake County Manager
315 West Main Street
Tavares, FL 32778**

Dear Mr. Heath,

On behalf of the Manatee County Youth Rowing, we support the proposal to bring rowing events and activities to rowing to Lake County.

Clermont is centrally located within the state of Florida and affords easy travel from all parts. We understand that there is a plan to install a 2k regatta course that will be viewable in its entirety from shore. In addition, there is ample room and ease of access to host a 5k head race.

We encourage the growth of rowing and its benefits to youth and adult rowers. We would strongly consider attending regattas or events in Lake County.

Sincerely,

Trish Jackson

**Trish Jackson
Head Coach
Manatee County Youth Rowing
Palmetto High School
Manatee High School
Southeast High School**

March 21, 2013

**Jim Preston
2371 Terence Court
Clearwater, FL 33759**

**David Heath
Lake County Manager
315 West Main Street
Tavares, FL 32778**

Dear Mr. Heath,

I have been involved in Florida rowing dating back to 1976, and currently compete as a masters rower, and coach junior and masters rowers. I write in support of the proposal to bring rowing facilities, events and activities to Lake County.

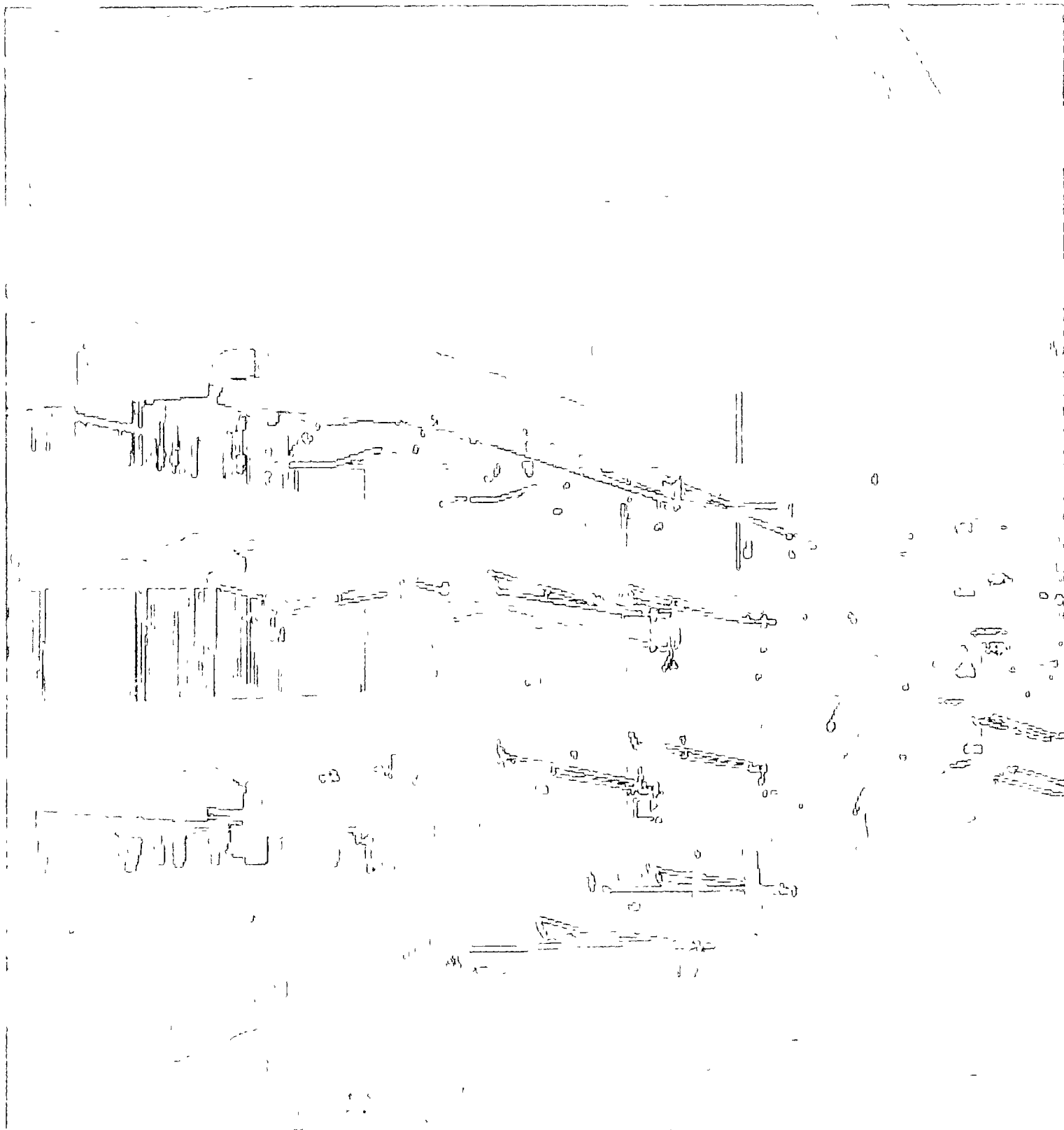
It is my understanding that there is a plan to develop a 2000 meter regatta course and other rowing facilities in the Clermont area. This central location would provide an ideal venue for statewide competition, as well as for the development of the sport in Lake County. I have witnessed the tremendous growth of our sport in Florida, and have reviewed data revealing a significant financial impact benefitting communities which have hosted regattas. Youth and masters rowers also benefit greatly from the fitness and discipline rowing develops. Lake County will be well served in advancing the proposal.

I am confident in my belief that competitive rowers from the Tampa Bay area would join me in welcoming another race course in Florida and would strongly consider attending regattas held in Lake County. Please support plans to enhance rowing in your community.

Sincerely

**Jim Preston
Tampa Rowing Club
Tampa Preparatory School, Asst. Coach**

CC: Lake County Commissioners



**SCHEMATIC DESIGN OF THE PROJECT INCLUDING
BOATHOUSE & COURSE**

Racing boats are stored in boat houses. These are specially designed storage areas which usually consist of a long two-story building with a large door at one end which leads out to a pontoon or slipway on the river or lakeside. The boats are stored on racks (horizontal bars, usually metal) on the ground floor. Oars, riggers, and other equipment is stored around the boats. Boat houses are typically associated with rowing clubs and include some social facilities on the upper floor: a cafe, bar or gym.

PETERSON | ARCHITECTS

1132 Massachusetts Avenue
Cambridge Massachusetts 02138
617.354.2268 617.354.2825 fax

THE SIMPLE BOATHOUSE

DESIGNED WITH **TIMBERPEG®**
The Artisans of Post & Beam.



PETERSON ARCHITECTS

1132 Massachusetts Avenue
Cambridge Massachusetts 02138
617.354.2268 617.354.2825 fax

THE SIMPLE BOATHOUSE



Peterson Architects has designed a boathouse building for which Timberpeg will provide a package that includes: the timber frame, wall insulation and sheathing, windows, wall cladding (i.e. clapboard or shingles), trim and roof insulation and sheathing. Other items necessary to fit out the building are not included in the Timberpeg package: site work, foundation and slab, doors, roof finish, interior finishes (little is necessary) and mechanical, electrical and plumbing (if bathrooms are included). Some modifications or additions to the building are also possible.

This approach allows most of the design costs to be absorbed into the package cost and thus spread across a number of projects.

As a part of the Simple Boathouse package, Timberpeg will draw and provide the frame, the outside wall and roof structure, and will provide structural engineering for these elements. In addition, Peterson Architects will provide lighting diagrams and a basic bathroom layout (if desired) for incorporation into the project. Note that this does not include engineering of the foundation, or mechanical, electrical or plumbing engineering. Some of this minor engineering may be necessary, although costs should be limited. Peterson Architects can assist with

this, or also provide any modifications to the baseline building on an additional cost basis.

A general contractor would assemble the Timberpeg package and incorporate the other items necessary to finish out the building.

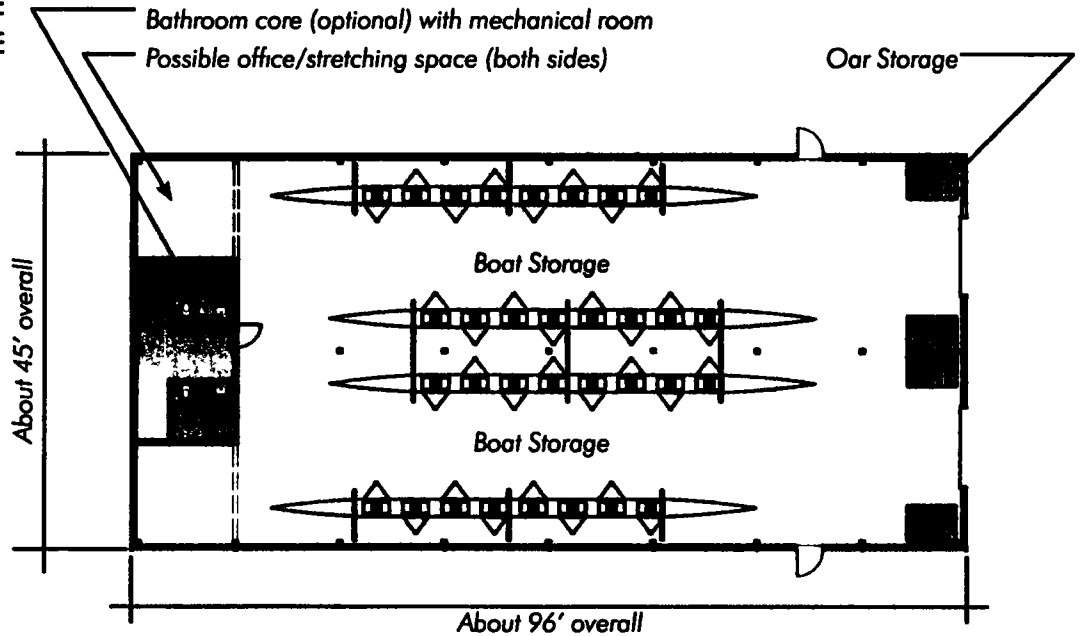
The "baseline" building is 96' long, which can allow for extra building spaces (offices, ergs, bathrooms). However, the length of the Simple Boathouse can be modified to meet different needs. For example, the building can be reduced to 84', which will still allow for the storage of eights on both sides of each bay, but which has less room for offices or other spaces. The building can be shortened for small boat use, or for non-rowing uses as well. Peterson Architects will be glad to look at boat storage layout options if desired.

For additional information, please contact Jeff Peterson at 617-354-2268.

PETERSON ARCHITECTS

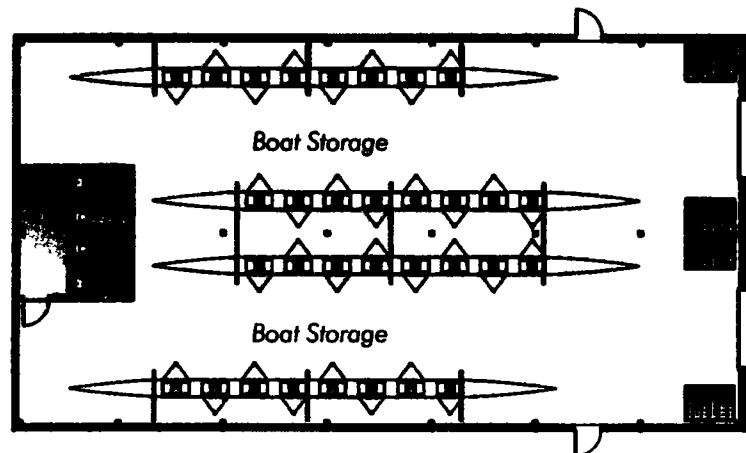
1132 Massachusetts Avenue
Cambridge Massachusetts 02138
617.354.2268 617.354.2825 fax

96' SIMPLE BOATHOUSE



The 96' long Simple Boathouse can include a small bathroom core and additional space that can serve as offices or stretching space.

84' SIMPLE BOATHOUSE



To economize, an 84' long Simple Boathouse can house 20 eights and still has room for two toilets, if desired.



2000 Meters; Finish at City Pier,
Approximate alignment of original
course

2000 Meter Course
Alternative 1, Finish at City Pier.

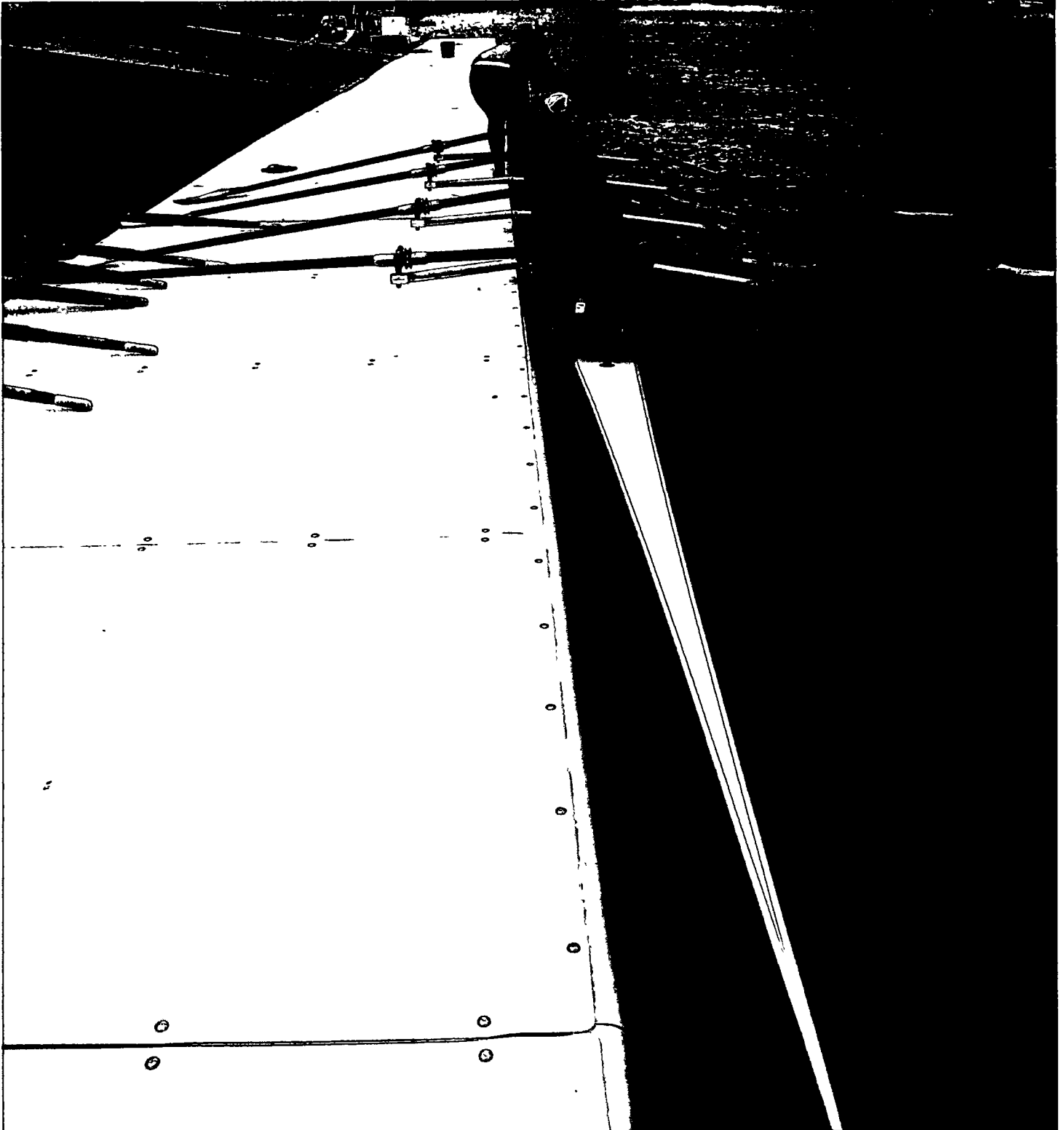
Ray and Associates
Planning & Environmental
2712 SE 29th Street Ocala, Florida 34471
352-425-8881 wrayassoc@aol.com



Lake Rowing Boat House One Option for Site on Lake Minneola



Lake Rowing Dock System



WHY ROW



Racing boats (often called shells) are long, narrow, and broadly semi-circular in cross-section in order to reduce drag to a minimum. They usually have a fin towards the rear, to help prevent roll and yaw and to increase the effectiveness of the rudder. Originally made from wood, shells are now almost always made from a composite material (usually a double skin of carbon-fibre reinforced plastic with a sandwich of honeycomb material) for strength and weight advantages.

Why Row?

A Good Question with Many Answers:

People often ask rowers why they're so passionate about rowing. The answer is: lots of reasons. When you search the expression "Why Row?" you will get over 59 million hits.

Rowing is an incredible physical activity:

1. Rowing combines a full-body fitness sport with a recreational activity, offering a complete physical and mental conditioning program all in one.
2. Rowing requires a minimum of skills to achieve, (you can learn to row in one afternoon), yet will remain a challenge throughout the years as you continue to improve.
3. People of all ages, sizes, and physical limitations can learn to row and achieve a level of accomplishment that is both physically beneficial and personally rewarding. Rowing is now recognized as an effective means of therapeutic conditioning used in various applications, from joggers with bad knees to those with physical handicaps.
4. Rowing puts you in a unique and refreshing atmosphere - far from the madding crowd - one that stimulates your senses while challenging your efforts.
5. You'll come to find that rowing never encourages boredom; that you'll actually look forward to your next row, whether it's to work out or work less. The fascinating sport of rowing, simply put, is a fun way to stay fit.

Rowing is FUN!

Don't over analyze this - Rowing is fun. Ask the kids in the Junior program who do it. Kids and adults do it because they like it. They enjoy the sport and each other in a way that defies understanding. Joining a rowing club is a great way to meet new people and get in shape! Typical high or middle school students, middle-aged adults, and seniors alike enjoy getting in shape while working out with a bunch of other like-minded individuals. Most rowing clubs have members from 12 to 80 year olds, they have a broad range of interests, come from a range of backgrounds and experience - but they all love rowing.

Ok, So Let's Go Ahead and Analyze This Anyway:

Rowing, also known as 'Crew', is the ultimate team sport. Success depends on all rowers giving their greatest possible effort. Mastering rowing requires:

- Harmony - because all the rowers must swing together in unison
- Balance - because the athletes and the boat and the water are moving
- Rhythm - because to do it well requires the timing and grace of a musician or dancer
- Power - because to move the boat as fast as possible requires significant effort
- Endurance - because all of this must be done to perfection for an extended period of time.

Done right, rowing looks graceful, elegant and sometimes effortless. But don't be fooled, according to the people who measure them, Olympic rowers are the world's most physically fit athletes. The sport demands endurance, strength, balance, mental discipline, and an ability to continue on when your body is demanding that you stop. Physically, rowing is a total body workout. Rowing only looks like an upper body sport. Although upper body strength is important, the power of the rowing stroke comes from the legs.

Athletes injured in other sports can find a home where they can continue to compete or work out safely. More than one football player, jogger, or tennis player has found a happy home in a boat. Rowers can continue to participate - including in competition - well into their 90's, and among women over 50, rowing is one of the fastest growing sports.

Values, Role Models, and the Bigger Picture:

Many parents like the fact that rowing strengthens a sense of duty and obligation to the team that is not as fully developed in other activities. An eight-oared crew can only go out if all eight rowers and the coxswain show up on time. Rowing reinforces the value of teamwork over an extended period for a common objective. Rowing teaches the value of deferred gratification, and mental toughness. It teaches young people to go beyond self-imposed limits.

You don't have to train for the Olympics - or even compete - to enjoy rowing. We have many members at the Stewards Foundation who never compete, but love to row and get out onto the water. If what you want is quiet exercise and a nice view of nature - rowing is where you can go. Want to look and feel better? Rowing strengthens your arms, legs, abdominals and torso, and firms your butt.

Being a high school rower can help you gain entrance to a better college. The best colleges in the country have active rowing programs. Many colleges do offer rowing scholarships, especially for women. Even if you do not compete at the next level having shown that you have the discipline and mental toughness to compete in rowing is impressive to any college.

Getting out on the water eases stress, promotes mental strength and mental health. Rowing with other people promotes teamwork. You can do it indoors, and you can do it outdoors. But most importantly - as we noted above - **the biggest reason that people row is because it's FUN!!!**

ROWING 101

For most of its history, rowing has been a male dominated sport. Although rowing's roots as a sport in the modern Olympics can be traced back to the original 1896 games in Athens, it was not until the 1976 Summer Olympics in Montreal that women were allowed to participate — well after their fellow athletes in similar sports such as swimming, athletics, cycling, and canoeing.

ROWING 101

Appraising a crew is perhaps the most difficult role that the expert has to play in sports. However, according to rowing experts, four major factors determine the run of a shell. These are: timing, form, power and conditioning.

Naturally, an excellent run, the distance a shell is propelled by one stroke cycle, is the effect sought by all crew coaches. So the first thing to perceive is whether a crew makes its shell move, that is, whether it has a good or a poor run.

Coaches will say that there are a lot of good crews, but many of them row differently, that is, their form varies. However, they all agree that the good crews have excellent timing. If the crew's timing is off, the boat won't run.

Look and see if all eight hit the catch together? That is, do their blades all enter the water together? Also, watch the bodies of the crew - see if they all move in unison, or if there is a break. The former naturally, spells results while a lack of uniformity means additional check, therefore retarding the run.

All good crews have power and drive, for it takes a certain amount of horsepower to move a giving weight through water, and of course, the athletes must be in top physical condition in order to keep their timing and form and power for the entire race.

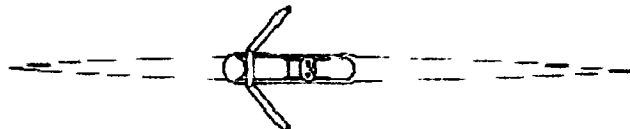
Crew coaches look for tall athletes, for they can apply additional leverage, get a longer reach. However, size is not everything, especially if the individual doesn't have other prerequisites - timing, form, power and condition.

Anatomy of Rowing

Single

Boat Stats

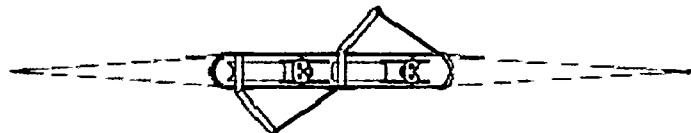
Length - 8.280 m
Width - 0.280 m
Depth - 0.170 m
Weight - 14.5 kg



Double

Boat Stats

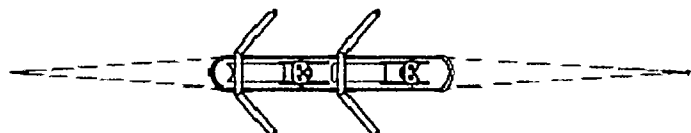
Length - 10.000 m
Width - 0.383 m
Depth - 0.195 m
Weight - 28 kg



Double

Boat Stats

Length - 10.000 m
Width - 0.383 m
Depth - 0.195 m
Weight - 28 kg



Cox/Pair

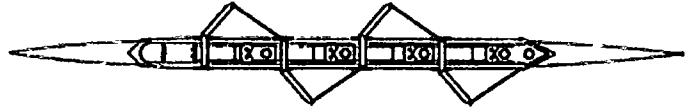
Boat Stats

Length - 12.900 m

Width - 0.490 m

Depth - 0.250 m

Weight - 59 kg



Quad/Convertible

Boat Stats

Length - 12.900 m

Width - 0.484 m

Depth - 0.225 m

Weight - 61 kg



Eight

Boat Stats

Length - 17.600 m

Width - 0.590 m

Depth - 0.285 m

Weight - 110 kg



The Ultimate Sport

The boats for competition were traditionally made from wood, but are mostly fabricated from carbon fiber and plastic (ie. Kevlar).

Rowing shells are .280 meters to .590 meters wide and 8.280 meters to 17.600 meters long. A small fin is fitted at the bottom for stability. A rudder is attached to the fin or the stern (except for sculling boats). A white ball is attached to the bow (called a bow ball for safety measure, photo finish). A washboard prevents waves splashing aboard. Seats are fitted with wheels which slide on runners, or tracks.

Oars are hollow to reduce weight, attached to the boat by adjustable out riggers. Size and shape of the oars is unrestricted, the average length of a sweep oar being 3.81 meters and of a scull being 2.98 meters.

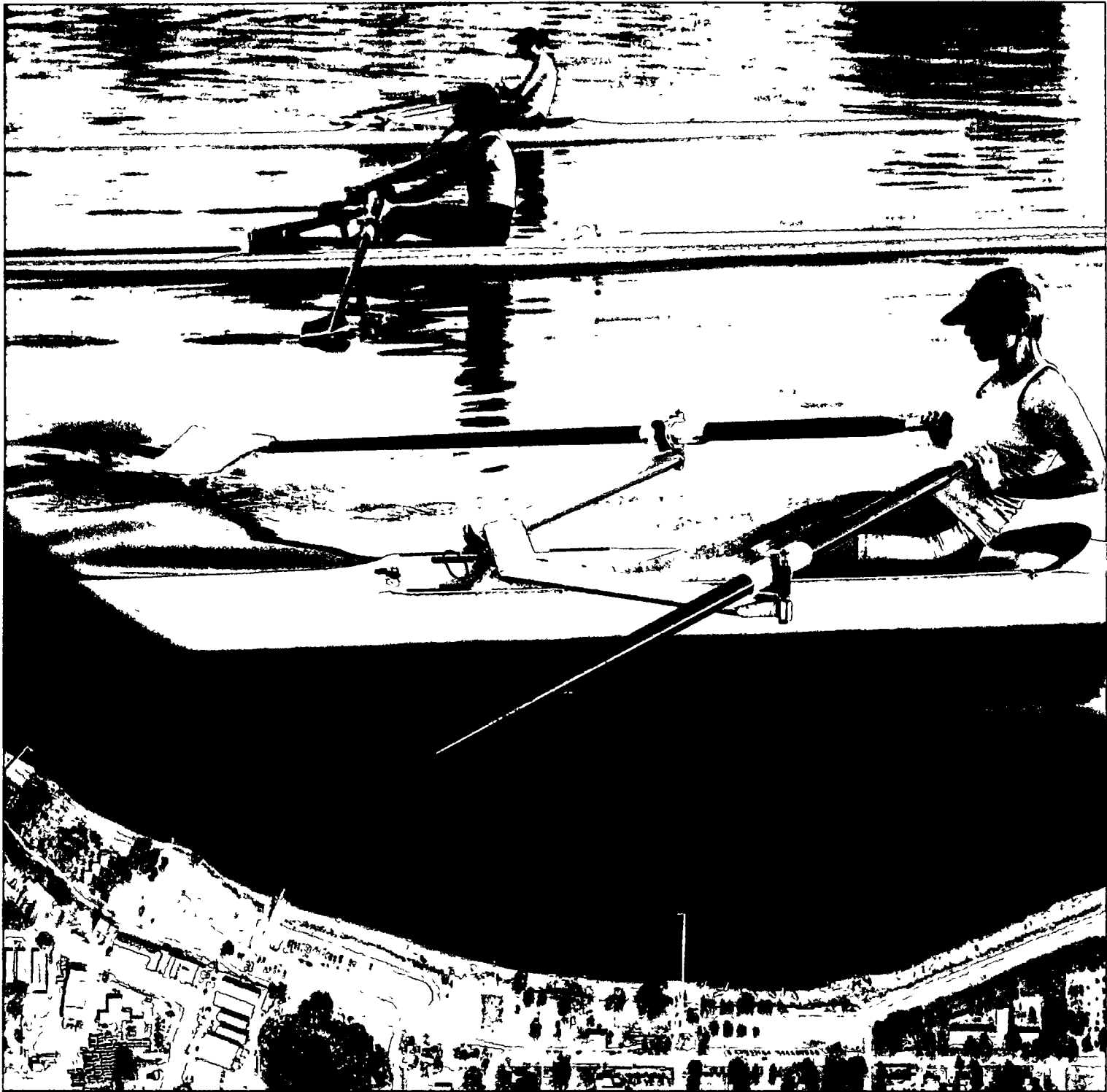
There are six Olympic types of boats, of which three are for sweep-oared rowing in which the rower uses one oar with both hands and three are for sculling in which two oars are used, one in each hand.

The sculling boats are single scull, double scull, and quadruple scull, the sweep oared events are straight pair, straight four and eight. In the eight there is a coxswain who sits in the stern or lies in the bow of the boat.

ROWING PROMOTIONAL MATERIAL



FISA first organized a European Rowing Championships in 1893. An annual World Rowing Championships was introduced in 1962. Rowing has also been conducted at the Olympic Games since 1900 (cancelled at the first modern Games in 1896 due to bad weather).



YOU GOTTA REGATTA

ROW

LAKE COUNTY, FL



CITY OF CLERMONT

www.ROWLAKECOUNTY.org

LAKE COUNTRY ROWING ASSOCIATION

NEWSLETTER

March 2013

RACE RESULTS / UPCOMING REGATTAS

YOUTH NOVICE REGATTA RESULTS

SATURDAY, FEBRUARY 9, 2013; TURKEY LAKE, ORLANDO



MIXED 4+

1st LCRA 6:49.2
2nd LB 6:55.7
3rd LB 7:02.5

MEN'S 2X

1st SSYRP 6:06.3
2nd MRC 6:22.9
3rd TPREP 6:35.9
4th SORA 6:41.6
5th LCRA 6:46.8

MEN'S SINGLE

1st TTC 5:33.1
2nd UNAF 6:11.2
3rd PALMETTO 6:11.6
4th LCRA 6:41.8

Everyone did an awesome job! Thanks for all the hard work and dedication!

DATE	EVENT	LOCATION	GROUP	DISTANCE
Saturday, March 9th	OARS Regatta	Turkey Lake, Orlando	Youth	1500M
Saturday, April 6th	Orlando City Championship	Turkey Lake, Orlando	Youth	1500M
Sunday, April 28th	Sweep Championship	Nathan Benderson, Sarasota	Masters	1000M
Saturday, June 22nd	LCRA Invitational	Lake Minneola, Clermont	Masters	1000M
Thursday-Sunday, August 15-18	Masters National Championships	Nathan Benderson, Sarasota	Masters	1000M
Sunday, September 29th	Sarasota 5000	Intercostal Waterway, Osprey	Masters	5000M
Saturday-Sunday, November 2-3	Head of the Chattahoochee	Chattanooga, TN	Masters	5000M



Please mark your available on Team Snap ASAP!

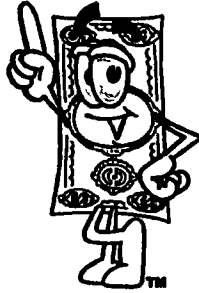


ANNOUNCEMENTS

DUES & PAYMENTS

ALL DUES ARE OWED IMMEDIATELY.

Monthly/Quarterly Dues: \$30 a month, \$90 a quarter. Dues may be given to Karen Dorr or Betty Green. Checks should be payable to Lake County Rowing Association or make it easy and set it up as a Bill Pay item at your bank. Simply indicate Lake County Rowing Association as the payor, with the following address: 18251 U.S. Hwy 441, Mt Dora FL 32757. The phone number is 352.483.9100. In the account # field enter NHOFF (she's the Treasurer and will make sure you receive credit for payment). If dues are not paid for 3 months, you will not be permitted to row.



Coaching Fee: \$4 per row, due at each row, Masters & Youth

Please direct any questions regarding dues or coaching fees to Debbie Kiely.

Starting Immediately, you will be responsible for coaching fees if you are signed up on Team Snap within 24 hours of the row. If you cancel less than 24 hours before the row, you are still responsible for payment. If you are signed up and can not make it, please contact the coach immediately and/or find a replacement. The coach is the only one responsible for cancelling practice.

GARAGE SALE

We are coordinating a garage sale to help benefit the club. The garage sale will take place at Personal Mini Storage. You can begin dropping off any items you would like to donate immediately. Once the unit is full, we will set up a date for the sale.

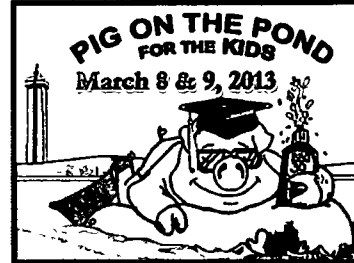
PERSONAL MINI STORAGE

15635 SR 50

CLERMONT, FL 34711

PIG ON THE POND

Annual Clermont BBQ to benefit South Lake County youth programs. All team members are required to assist for this event. Friends and family are needed as well! We will be selling food and drinks. Any food or non alcoholic beverage donations can be given to Betty Green or Aaron Hosman.



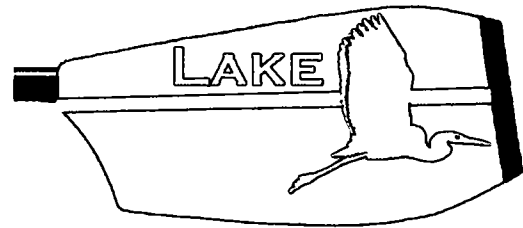
WATERFRONT PARK ON LAKE MINNEOLA.
FRIDAY, MARCH 8TH, 5PM-10PM
SATURDAY, MARCH 9TH, 10AM-10PM

SAILBOAT SOLD!

Thanks to the generous contribution of Kim Thomson's parents for donating a sailboat to sell for the benefit of our club. The boat sold for a total of \$5,000. These profits will go to our much needed improvements and growth opportunities. *If you have any items you would like to donate to benefit the club, please contact Betty Green.*



OAR BLADE DESIGN WINNER



Submitted by: Kim Thomson

If you would like to help work on oars or boats, contact our equipment manager Ross Thomson!



MEET OUR COACHES!



Andrea Huff

Youth Coach: Audrea Huff is a masters national- and world-champion rower and Level II USRowing-certified coach. While at the University of Central Florida, Audrea's freshman/novice 8+ won gold in its very first race, the 1991 First Coast Head Race in Jacksonville. Since then, she has won gold in the 2003 Head of the Chattahoochee and bronze racing in the club category against 21 college crews at the 2011 Hooch. Audrea's women's masters four won a USRowing Southeast Regional title in 2009, and she has two USRowing Masters Nationals women's 8+ titles, winning in 2002 and 2010. After earning the 2010 masters "A" national title, her women's 8+ went on to win two golds in "A" and "B" age-group categories at the 2010 FISA World Rowing Masters regatta in St. Catharines, Ontario. As a coach, Audrea has coached men's and women's novice

crews at Central Florida Rowing (UCF's club crew) in spring 2009 and was a novice crew coach for Winter Park High in fall 2004.



Brandon Rich

Master's Coach: Brandon Rich has been rowing since 1999 and lives in Mount Dora with his wife Amanda. He started rowing his freshman year at Winter Park High School. He raced at the national level over the next four years. His race experience includes finishing 3rd at US Rowing Scholastic Nationals in the single scull, 2nd in the single at the Head of the Chattahoochee twice, and winning the FSRA State Championships in several categories. After two years of racing only in sweep boats, Brandon started racing in the single scull. He rowed with the high school team on weekdays and rowed with a group of world class scullers on weekend mornings at Rollins College. After graduating from Clemson University, Brandon and Amanda moved to Mount Dora and both joined the Orlando Rowing Club. Brandon has continued to row and race for

various boats and teams over the past years. He is now the Art Department Manager at Hallmark Nameplate in Mount Dora, a printing company that makes plastic and metal labels, as well as printed electronics. Amanda works at First Green Bank in Mount Dora in Deposit Operations.

YOUR COMMITTEE MEMBERS

OFFICERS

Debble Klely, President

Paul McPherson, Vice President

Nancy Hoff, Treasurer

Karen Dorr, Secretary

BOARD MEMBERS

Debble Klely

Paul McPherson

Nancy Hoff

Karen Dorr

Wendy Burkett

Allison Strange

COMMITTEE CHAIRS

Ross Thomson, Equipment

Kim Thomson, Youth

Betty Green, Fundraising

Robin Green, Membership

Stacey Jackson, Regattas



ERGING 101

THE ROWING STROKE

The rowing stroke can be divided into two parts: The drive and the recovery.

You will learn a coordinated movement pattern built upon the following positions and phases:

The Recovery (Phase 1)

- Extend your arms until they straighten.
 - Lean your upper body forward to the one o'clock position.
- Once your hands and the oar handle have cleared your knees, allow your knees to bend and gradually slide the seat forward on the monorail.



The Catch (Position 1)

- Arms are straight; head is neutral; shoulders are level and not hunched.
- Upper body is at the one o'clock position—shoulders in front of hips.
- Shins are vertical and not compressed beyond the perpendicular. Balls of the feet are in full contact with the footplate.

The Drive (Phase 2)

- With straight arms and while maintaining the position of the upper body at one o'clock, exert pressure on the foot plate and begin pushing with your legs.

As your legs approach straight, lean the upper body back to the eleven o'clock position and draw the hands back to the lower ribs in a straight line.

The Finish (Position 2)

- Legs are extended and handle is held lightly at your lower ribs.
- Upper body is at the eleven o'clock position—slightly reclined with good support from your core muscles.
- Head is in a neutral position.
 - Neck and shoulders are relaxed, and arms are drawn past the body with flat wrists.

www.concept2.com

**DON'T FORGET TO TURN YOUR MONTHLY 2000 METER ERG PIECE
INTO YOUR COACH AT THE END OF EACH MONTH!**

ROWING INSIGHTS

Teamwork is number one. Rowing isn't a great sport for athletes looking for MVP status. It is, however, teamwork's best teacher. The athlete trying to stand out in an eight will only make the boat slower.

The crew made up of individuals willing to sacrifice their personal goals for the team will be on the medal stand together. Winning teammates successfully match their desire, talent and bladework with one another.

usrowing.org



Focusing on Health, Wellness, Fitness and Economic Impact



CITY OF CLERMONT



POWELL STUDIO
ARCHITECTURE

ARCHITECTURE | INTERIOR DESIGN

1318 SOWHAM STREET • CLERMONT, FLORIDA 34511
PH: (352) 874-2240 • FAX: (352) 880-7163
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CONSULTANT:

OWNER / PROJECT:

CITY OF CLERMONT
**LAKE MINNEOLA
BOATHOUSE**
CLERMONT, FLORIDA

PROFESSIONAL SEAL:

PROJECT NO: PSA 2014-12

REVISIONS:

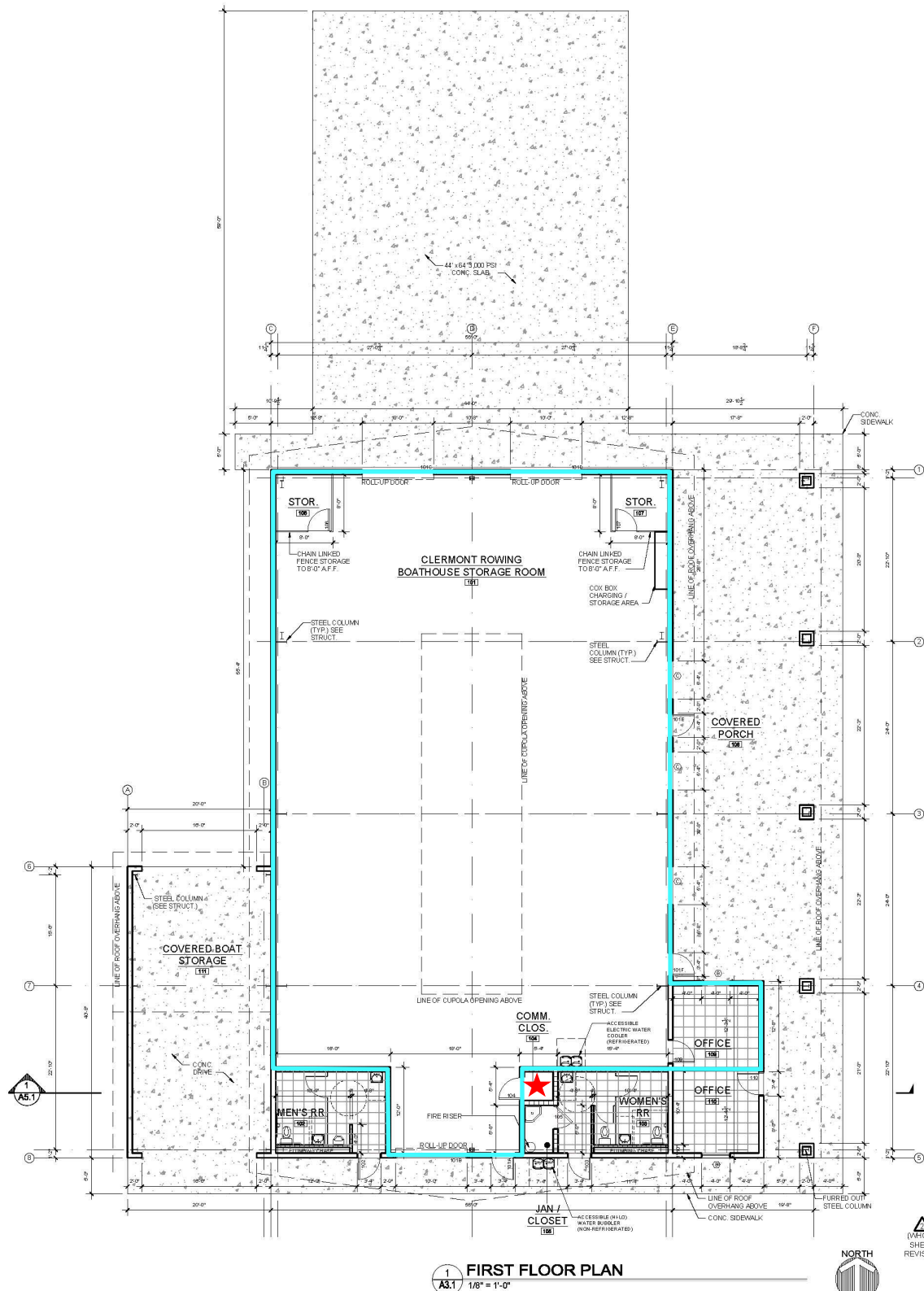
NO.	DATE	DESCRIPTION
1	7/24/14	PEMB COORDINATION
2	7/28/14	BO COMMENTS / RESPONSE

MARK	DATE	DESCRIPTION

ISSUE DATE: JULY 7, 2014

FIRST FLOOR PLAN
SCHEDULES
DOOR TYPES

A3.1



1 FIRST FLOOR PLAN
A3.1
1/8" = 1'-0"



Area used exclusively by
Lake County Rowing.



Communications closet will be
the exclusive use of the City of Clermont.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 9, 2014		
Agenda Item Name		
Resolution No. 2014-41 and Budget Amendment		
Requested Action		
Move to approve Resolution No. 2014-41 and budget amendment		
Staff Report		
Legal Impact		
Additional Analysis		
Fiscal Impact Summary		
A budget amendment in the amount of \$100,000 to the Police Department in the General Fund is proposed.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$100,000.00	10521-54501	\$0.00
Exhibits Attached (copies of original agreements)		
1. Resolution 2014-41	2014-41 Reso Rooney Separation.pdf	
2. Agreement	2014-41 Rooney separation agreement2.pdf	
3. Release	2014-41 Rooney release.pdf	

**CITY OF CLERMONT
RESOLUTION NO. 2014-41**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, APPROVING THE VOLUNTARY SEPARATION AGREEMENT AND GENERAL RELEASE WITH JAMES AND BRITTANY ROONEY, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS IN ACCORDANCE WITH THE SEPARATION AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE, be it resolved by the City Council of the City of Clermont, Lake County, Florida, as follows:

Section 1.

The City Council of the City of Clermont does hereby approve the Voluntary Separation Agreement and General Release resolving any and all claims of James Rooney and Brittany Rooney against the City for payment of \$100,000 by the City and as more particularly set forth in the Voluntary Separation Agreement and General Release attached hereto as Exhibit "A". The funds shall be paid in exchange for a full and complete release of any and all claims against the City.

Section 2.

The City Manager is hereby authorized to execute the Voluntary Separation Agreement and General Release and all documents necessary to approve the settlement as set forth therein.

Section 3.

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

Section 4.

This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 9th day of December, 2014.

City of Clermont

Gail L. Ash, Mayor

Attest:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

VOLUNTARY SEPARATION AGREEMENT AND GENERAL RELEASE

Officer James Rooney (Rooney) and the City of Clermont (City), in exchange for the mutual covenants and consideration and subject to the terms and conditions contained herein and the incorporated general release, agree as follows:

1. Rooney agrees and acknowledges that as of the Separation Date set forth in paragraph 2 below, he shall voluntarily separate from employment in any capacity with the City of Clermont and further agrees that he will not at any time in the future apply for re-employment with the City. Rooney expressly waives any and all claims of retaliation and First Amendment violations based upon his being ineligible for rehire

2. Rooney shall remain on Administrative Leave with Pay until the Separation Date at the rate of pay and with all benefits he is receiving as of the date of this Agreement. The Separation Date shall be the earlier of May 1, 2015 or, in the event that Rooney applies for disability benefits from the Police Officers pension Plan, the date of final action on Rooney's application by the Board of Trustees of the Plan.

3. The City shall pay to Rooney the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00). In exchange for and as a condition of receiving the payment as provided herein, Rooney and his wife, shall execute and deliver to City a general release, in the form attached hereto, and, on behalf of themselves, their heirs, executors, administrators, agents and assigns, releasing and forever discharging the City, its Council, employees, former employees, heirs, executors, administrators, agents and assigns, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, known and unknown, which have resulted as of result of any actions taken by the City of Clermont, its Council, employees, former employees heirs, executors, administrators, agents and assigns at anytime. The City shall pay the above-referenced sum to Rooney within ten (10) days of the delivery to Darren Gray, City Manager, of the original release attached and executed by Rooney and his wife.

4. Within fifteen (15) days from the Separation Date, City shall pay to Rooney all accrued vacation and the applicable portion of sick leave benefits he may be entitled as of the Separation Date and as set forth in the City's personnel and payroll policies existing as of the date of this Agreement, less any and all applicable withholding, FICA and other applicable payroll deductions. The Parties agree and acknowledge that as of November 18, 2014, Rooney has accrued unused vacation hours of 382.42 (eligible for payment at 100%); accrued unused sick hours of 207.44 (eligible for payment at 25%) and accrued unused comp hours of 12.97 (eligible for payment at 100%).

5. The City further agrees as follows:

a. the City shall accept Rooney's voluntary resignation as of the Separation Date;

b. the Internal Investigations referred to below shall be closed with the designation that the allegations of misconduct contained therein have been deemed “not-sustained”;

IA Number: PS 2014-36

IA Number: PS 2014-37

IA Number: PS 2014-38

c. the City will complete the CJSTC's Form 61, Affidavit of Separation to the FDLE, and check the box, "Voluntary separation not involving misconduct";

d. in response to inquiries regarding Rooney's employment with the City, City's authorized representatives shall only provide the following information:

Rooney's dates of employment with the City;

Rooney's last rate of pay; and

Rooney voluntarily separated in good standing.

6. Within ten (10) days of execution of this agreement by Rooney, Rooney shall return to City any and all City-issued, equipment, uniforms or weapons in Rooney's possession.

7. Nothing herein shall prohibit Rooney from applying for and receiving any retirement or disability benefits he may be entitled to pursuant to the Clermont Police Officers Pension Plan.

8. Nothing herein shall act as an assurance by City or any of its employees or agents that any agency or entity, other than City shall not take action involving Rooney.

9. In the event of breach of this agreement, the parties agree that either party may exercise whatever remedy is available to it at law, including, but not limited to specific performance or injunctive relief. In the event it shall be necessary for either party to this Agreement to bring suit to enforce any provision hereof or for damages on account of any breach of this Agreement or of any covenant, condition, requirement or obligation contained herein, the prevailing party in any such litigation, including appeals, shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and a reasonable attorneys' fee as fixed by the Court.

The parties state and acknowledge that they have carefully read this Agreement, and fully understand its meaning and intent, including, but not limited to, its final, legal and binding effect. Further that they have reviewed this matter with legal counsel of their choosing and prior to signing this Agreement.

James Rooney

STATE OF FLORIDA:
COUNTY OF LAKE

On _____ 2014, James Rooney personally appeared before me, a duly authorized notary public, presented _____ for purposes of identification or is personally known to me, and executed the foregoing Voluntary Separation Agreement and General Release and duly acknowledged to me that he freely executed the same on the date stated herein.

Notary Public
Commission Number
Expiration Date

City of Clermont

Darren Gray, City Manager
As authorized by the City Council at its meeting of _____, 2014.
Date_____

GENERAL RELEASE

In exchange for payment to be made to you in the gross amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000) paid to you by the City of Clermont (the "City") less any legally required deductions or debts owed to the City:

A. James Rooney and Brittany S. Rooney (collectively the "Releasors") agree not to sue or to file any action or charge, claim, grievance, or lawsuit, to withdraw with prejudice all complaints or charges, if any, that Releasors have filed against the City with any body, agency or court, and to irrevocably and unconditionally release and discharge the City and all affiliated and related entities, former and current official, employees, directors, officers, agents, successors, and assigns (collectively the "Released Parties"), from any and all claims, wages, causes of actions, expenses, attorneys' fees, damages, judgments, and liabilities of any and every nature whatsoever, known or unknown, which you may now have or may hereafter have, growing out of or arising from or pertaining to any transaction, dealing, employment relationship, conduct, act or omission or any other matters or things occurring or existing at any time prior to the date of this General Release (the "Release"), including, but not limited to, those claims arising from or related to James Rooney's employment with the City and/or his separation from employment with the City. These claims include those under any and all applicable federal, state or local laws, regulations, ordinances; other administrative guidance, or common law claims of any type including, but not limited to, any claim for age or other type of discrimination under the Age Discrimination in Employment Act, 29 U.S.C. s. 621, et seq., including the Older Workers' Benefits Protection Act; any discrimination claim under Title VII of the Civil Rights Act of 1964, as amended; and the Civil Rights Act of 1991, 42 U.S.C. s. 2000e et seq.; any claim of disability or other discrimination under the Americans with Disabilities Act, 42 U. S.C. s. 12101 et seq.; any claims under the Employees' Retirement Income Security Act of 1974, as amended, 29 U.S.C. s. 1001, et seq.; Section 504 of the Rehabilitation Act of 1973, as amended; the Fair Labor Standards Act, 29 C.F.R. S. 41 et seq., as amended, including the Equal Pay Act, the Consolidated Omnibus Reconciliation Act, as amended; the Family and Medical Leave Act of 1993, 29 U.S. "-- s. 2601 et seq., the Florida Civil Rights Act, ch. 760, Fla. Stat.; the Florida Workers' Compensation Act, ch. 440, Fla. Stat., or any other federal, state, or local law restricting an employer's right to terminate employees, or otherwise regulating employment, enforcing express or implied employment contracts, or providing recourse for alleged wrongful discharge, physical or personal injury, emotional distress, fraud, negligent misrepresentation, defamation, and similar or related claims (collectively "Released Claims"). By signing this Release, Releasors are not releasing (a) any right to enforce this Release, (b) any right to enforce the Voluntary Separation Agreement between the City and you dated _____, 2014 or (c) any claims or rights that Releasors may have with regard to any applicable benefits for which James Rooney is eligible pursuant to the Police Officers Retirement Plan maintained by City (collectively "Excluded Claims"). Releasors agree not to assert that this Release of the Voluntary Separation Agreement is an admission of guilt or wrongdoing by the Released Parties. The Released Parties expressly deny any violation of any policies or procedures, or federal, state or local laws, regulations, or ordinances.

B. Releasors agree not to make any derogatory, negative or disparaging statements to any third person, or otherwise make any comment or communication casting in a negative light the Released Parties, or its officials, employees, former employees, officers, directors and agents; provided, however, that nothing in this Paragraph is intended to bar Releasors from giving testimony pursuant to compulsory legal process or as required to comply with Florida's Public Records Law..

The Released Parties agree that no authorized representative of the Released Parties, shall make any derogatory, negative or disparaging statements to any third person, or otherwise make any comment or communication casting in a negative light Releasors; provided, however, that nothing in this Paragraph is intended to bar any Released Parties' representative from giving testimony pursuant to compulsory legal process or as required to comply with Florida's Public Records Law.

C. Releasors further acknowledge that this agreement covers all claims, which Releasors have or may have against the City as of date on which Releasors sign it, except for the Excluded Claims listed above. This Release specifically includes, but not by way of limitation, all monetary, legal, and equitable claims that Releasors may assert or that may be asserted on Releasors behalf against the City (including, without limitation any claims for back pay, front pay, vacation pay, liquidated damages, punitive damages, compensatory damages, special damages, and costs including expert witnesses and attorney's fees) together with any and all claims that have been asserted by Releasors or on Releasors behalf in any suit, charge, or grievance against the City, for or on account of any matter or thing whatsoever up to including the present time. Releasors represent and warrant that they have not assigned or transferred any claim that they are, releasing, nor have they purported to do so and that no person or entity other than Releasors is entitled to assert on your behalf any claims of any kind or character based on or arising out of or alleged to have been suffered by Releasors in or as a consequence of James Rooney's contacts and relationship to date with the City, and Releasors agree to indemnify and hold harmless the City from and against any such claim or claims asserted on your behalf by any other person or entity. Releasors further acknowledge that they are responsible for paying any and all taxes on the payment described above.

Releasors agree that in the event of any breach of this Release, City will have no obligation to make any further payments under the Voluntary Separation Agreement. In addition, City shall be entitled to seek all legal remedies, including injunctive relief in any court of competent jurisdiction barring Releasors from further breaches of this Agreement. In the event it shall be necessary to bring suit to enforce any provision hereof or for damages on account of any breach of this Release or of any covenant, condition, requirement or obligation contained herein, the prevailing party in any such litigation, including appeals, shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and a reasonable attorneys' fee as fixed by the Court.

The parties acknowledge that they have carefully read this Release, and fully understand its meaning and intent, including, but not limited to, its final, legal and binding effect. Releasors

state further that they are knowingly and voluntarily executing this Release of their own free will. Releasors further acknowledge that no other promises or agreements of any kind have been made to or with them by any person or entity to cause you to sign this Release.

James Rooney, Releasor

Brittany S. Rooney, Releasor

STATE OF FLORIDA:
COUNTY OF LAKE

On _____, 2014, James Rooney and Brittany S. Rooney personally appeared before me, a duly authorized notary public, presented _____ for purposes of identification or are personally known to me, and executed the foregoing General Release and duly acknowledged to me that he freely executed the same on the date stated herein.

Notary Public

Notary Seal:

City of Clermont

By: _____
Darren Gray, City Manager

STATE of FLORIDA:
COUNTY OF LAKE

On _____, 2014, Darren Gray, as City Manager of the City of Clermont, personally appeared before me, a duly authorized notary public, presented _____ for purposes of identification or is personally known to me, and executed the foregoing General Release and duly acknowledged to me that she freely executed the same on the date stated herein.

Notary Public

Notary Seal:



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 9, 2014		
Agenda Item Name		
Fine Reduction and Lien Release Request		
Requested Action		
Move to approve fine reduction and release of lien.		
Staff Report		
The respondent, James Duquette, has complied with Code Violation 2213 (CEB 13-909) for violations to City code that included converting a structure from a duplex to a triplex without zoning approval; performing unpermitted work; having multiple expired permits; and improperly constructing a fence on property at 1313 and 1315 East Avenue. The Code Enforcement Board in January 2013 had found the property in violation and gave the respondent until February 14, 2013 to correct the violations or a fine of \$250 per day would accrue. The fine accrued to \$32,000 while not in compliance and the lien was imposed by the Code Enforcement Board in July 2013. The fines stopped when compliance was met in August 2013, after accruing for 190 days at \$250 per day and totaling \$47,500. At this time, Mr. Duquette is requesting a reduction in fines and release of the lien. After negotiations with Mr. Duquette, the City is amenable to reducing the fine to \$3,000 if paid within 90 days of City Council approval. Because the respondent delayed bringing the property into compliance, and because he continued to collect rent on the third, unpermitted unit during this time, staff believes this amount is appropriate for the circumstances. Once payment of the fine has been met, the lien will be released from the property.		
Legal Impact		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Fine reduction	grayduquetteCEBlien.pdf	
2. Location Map	Duquette Location Map.pdf	

DE BEAUBIEN, KNIGHT, SIMMONS, MANTZARIS & NEAL, LLP

ATTORNEYS AND COUNSELORS AT LAW

A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS

Post Office Box 87

332 North Magnolia Avenue

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 : Darren Gray, City Manager

FROM : Daniel F. Mantzaris, City Attorney

DATE : October 28, 2014

RE : Code Enforcement Lien Settlement
Property Owner: James Duquette
Property Location: 1313 & 1315 East Avenue

In 2012 the City initiated a code enforcement case related to the above-referenced property for violation of the City Code, related to the following conditions:

- 1. Structure from a duplex to a triplex without zoning approval;**
- 2. Unpermitted work;**
- 3. Multiple expired permits; and**
- 4. A fence has improperly constructed.**

At its January 2013 meeting the Board issued a Findings of Fact, Conclusion of Law and Order giving the Respondent until February 14, 2013 to correct the violations or a fine of \$250 per day would accrue. City Staff requested the Code Enforcement Board impose this fine amount because the property was occupied by tenants, who were paying rent to live in the units, including the third unpermitted unit.

After several months, the Respondent finally brought the matter into compliance by removing the third living unit, properly installing the fence and finalizing the open permits. Unfortunately, the Respondent delayed correcting the violations and as we understand, continued to rent the third unpermitted unit. As a result, a fine accrued to \$32,000. Subsequently, the Code Enforcement Board imposed the full amount of the fine and entered an order creating a lien on the subject property. Once the lien was recorded, our office contacted the Respondent to discuss resolution of the lien amount.

Memorandum to Darren Gray
October 28, 2014
Page 2

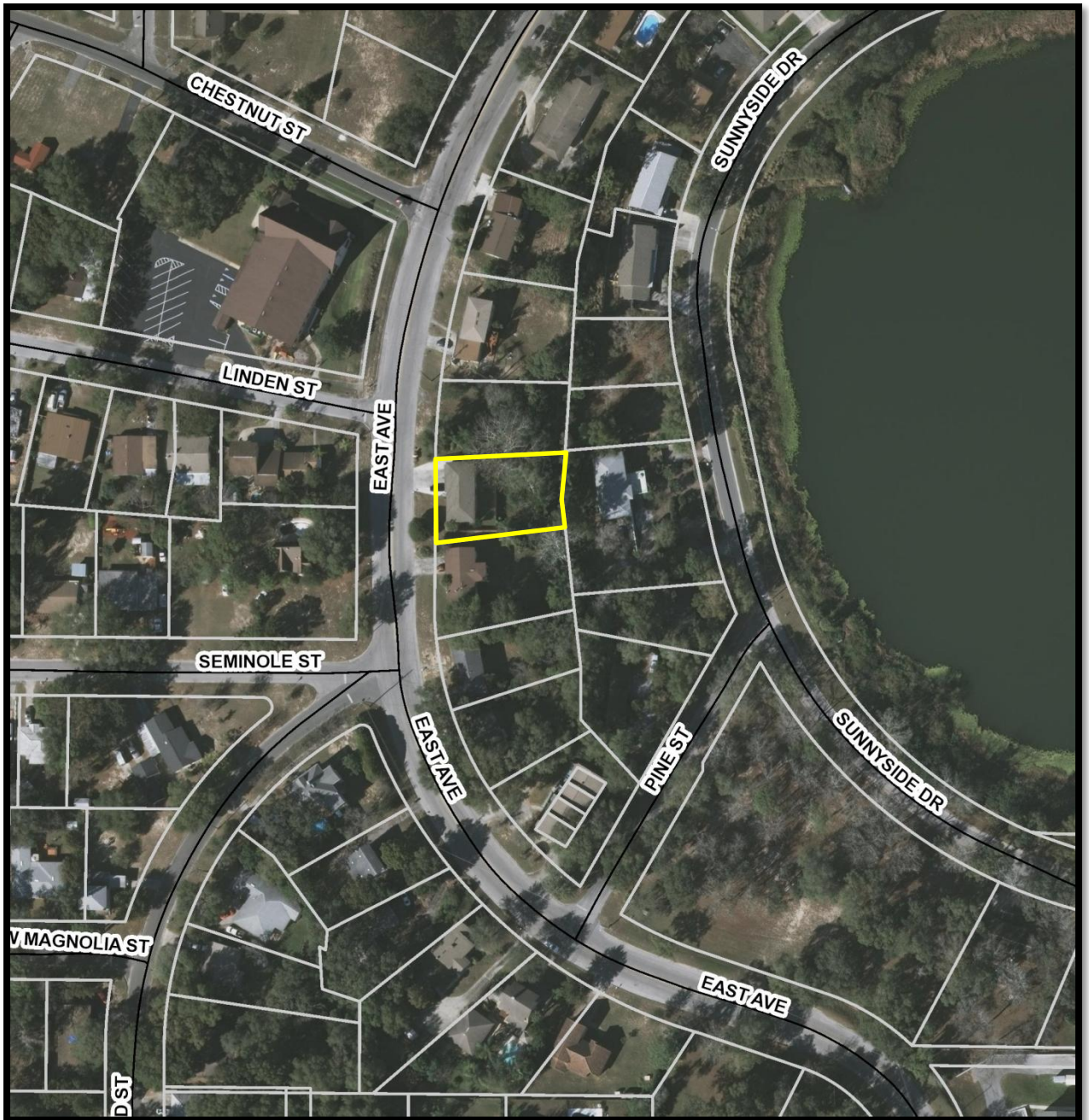
After several weeks of negotiations with the Respondent, Staff has agreed to recommend a reduction of the \$32,000 lien to \$3,000 provided that the reduced amount is paid within 90 days of approval by the City Council. As you are aware, since a lien has been created, only the City Council can reduce the lien amount. During our initial negotiations with the respondent, the Respondent sought to have the lien waived in its entirety or reduced to less than what Staff is proposing. In this matter, Staff was not willing to recommend a reduction to a nominal amount as the violations involved significant renovations to an existing structure, without permits and with the goal of generating additional income for the property owner at the expense of unsuspecting tenants.

As a result, it is Staff's view that a \$3,000 fine is a reasonable amount to address the actions of this Respondent and hopefully prevent similar activities from happening in the future. Staff, therefore, recommends that the Council approve releasing the lien upon payment of \$3,000 within 90 days.

If you have any questions, please do not hesitate to contact me.

cc: Barbara Hollerland

Location Map
James Duquette – 1313 & 1315 East Avenue





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 9, 2014		
Agenda Item Name		
Plat Approval		
Requested Action		
Move to approve Esplanade Phase I plat.		
Staff Report		
The attached plat has been reviewed by the City Engineer and contracted Engineer. The plat meets the approval of both engineers and the required bond has been submitted.		
Legal Impact		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Plat Highlands Ranch Esplanade Phase 1_surplat.pdf		

Drawing name: S:\Block West- Taylor Morrison- 99253009-Plotting-50084519-Plotting\Highlands Ranch Esplanade Phase 1-Submitted.dwg Plot Sheet 1 Nov 12, 2014 10:35am by: camden

HIGHLAND RANCH ESPLANADE PHASE 1

LOCATED IN SECTIONS 9, 10, 15 AND 16, TOWNSHIP 22 SOUTH, RANGE 26 EAST,
CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

PLAT NOTES:

- HIGHLANDS RANCH ESPLANADE PHASE 1 IS A COMMUNITY INTENDED FOR OCCUPANCY BY PERSONS AGE 55 AND OLDER.
- BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF SECTION 16, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AS BEING NORTH 89°53'45" WEST.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- LOT CORNERS WILL BE SET IN ACCORDANCE WITH CHAPTER 177.091 (9) FLORIDA STATUTES AND THE CITY OF CLERMONT LAND DEVELOPMENT REGULATIONS.
- ALL LOT LINES ALONG CURVES ARE RADIAL UNLESS NOTED OTHERWISE. NON-RADIAL LINES ARE NOTED BY (NR).
- STATE PLANE COORDINATES SHOWN HEREON AND THEIR COMPUTED VALUES SHALL BE SUBORDINATED TO THE MONUMENTS, BEARINGS AND DISTANCES SHOWN ON THIS PLAT.
- ALL LOTS HAVE A 10 FOOT DRAINAGE AND UTILITY EASEMENT ACROSS THE FRONT AND A 5 FOOT DRAINAGE AND UTILITY EASEMENT ACROSS THE SIDES AND THE REAR UNLESS NOTED OTHERWISE.
- A UTILITY, DRAINAGE, ACCESS AND SIDEWALK EASEMENT IS OVER TRACTS "AA", "X", "Y" AND "Z", AND SAID EASEMENT RIGHTS ARE DEDICATED TO THE CITY OF CLERMONT.
- TRACT "AA" SHALL BE OWNED AND MAINTAINED BY THE HIGHLAND RANCH HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF A RETENTION POND.
- TRACT "X" SHALL BE OWNED AND MAINTAINED BY THE HIGHLAND RANCH HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF A EXISTING POND/LANDSCAPE.
- TRACT "Y" SHALL BE OWNED AND MAINTAINED BY THE HIGHLAND RANCH HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF OPEN SPACE/BUFFER/LANDSCAPE.
- TRACTS "Z", "DD" AND "EE" SHALL BE OWNED AND MAINTAINED BY THE HIGHLAND RANCH HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF OPEN SPACE/LANDSCAPE BUFFER.
- TRACT "GG" SHALL BE OWNED AND MAINTAINED BY THE HIGHLAND RANCH HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF AN AMENITY CENTER.
- TRACTS "HH", "II", "JJ", "KK", "LL", "MM" AND "NN" SHALL BE OWNED AND MAINTAINED BY THE HIGHLAND RANCH HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF LANDSCAPE.
- TRACT "CC" CONSISTS OF ALL THE INTERNAL PRIVATE ROADWAYS SHOWN HEREON AND SHALL BE OWNED AND MAINTAINED BY THE HIGHLAND RANCH HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF LANDSCAPE, DRAINAGE, UTILITIES AND ROAD RIGHTS OF WAY. IT IS SPECIFICALLY UNDERSTOOD THAT NO OBLIGATION IS IMPOSED UPON THE CITY OF CLERMONT, NOR SHALL ANY REQUEST EVER BY ENTERTAINED BY THE CITY TO MAINTAIN OR IMPROVE TRACT "CC".

CERTIFICATE OF CLERK OF THE COURT

I, CLERK OF CIRCUIT COURT OF LAKE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT HIGHLAND RANCH PRIMARY PHASE 1 SUBDIVISION AND THAT IT COMPLIES WITH ALL THE REQUIREMENTS OF LAWS FLA. CH. 177. THIS PLAT FILED FOR RECORD THIS _____ DAY OF _____, 2014, AND RECORDED PAGE _____ OF PLAT BOOK _____ IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF LAKE COUNTY, FLORIDA.

CLERK OF THE CIRCUIT COURT, LAKE COUNTY, FLORIDA

JOINDER AND CONSENT

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, LIEN OR OTHER ENCUMBRANCE UPON THE PROPERTY DESCRIBED AS HIGHLAND RANCH PRIMARY PHASE 1, AND THAT THE UNDERSIGNED HEREBY JOINS IN AND CONSENTS TO THE DEDICATION OF LANDS DESCRIBED THEREIN BY THE OWNER, AND AGREES THAT ITS MORTGAGE, LIEN OR OTHER ENCUMBRANCES, WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 4405, PAGE 1080, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE ABOVE DEDICATION.

CENTER LAKE PROPERTIES, LLLP, A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP

BY: PINELOCH MANAGEMENT CORPORATION, A FLORIDA CORPORATION, ITS GENERAL PARTNER

BY: JAMES P. CARUSO, PRESIDENT

SIGNED: _____ (CORPORATE SEAL)
TITLE: PRESIDENT

SIGNED AND SEALED IN THE PRESENCE OF:

WITNESS SIGNATURE _____ PRINTED NAME _____

WITNESS SIGNATURE _____ PRINTED NAME _____

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

NOTARY PRINTED NAME _____ (NOTARY SEAL)

SIGNATURE OF NOTARY _____ MY COMMISSION EXPIRES _____

CERTIFICATE OF SURVEYOR

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A REGISTERED SURVEYOR AND MAPPER, FULLY LICENSED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER HIS DIRECTION AND SUPERVISION, AND THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF SECTION 177, FLORIDA STATUTES.

DEWBERRY | BOWYER SINGLETON — 520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801 LICENSED BUSINESS NO. 8011

FOR THE FIRM:

JAMES M. STRAUGHAN, PSM/PRINCIPAL
PROFESSIONAL SURVEYOR AND MAPPER NO. 5309

DATE

DATED

ARTHUR A. MASTRONICOLA JR.
FLORIDA LICENSED SURVEYOR AND MAPPER NO. LS 4166

PLAT BOOK: PAGE:

HIGHLAND RANCH
ESPLANADE PHASE 1
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT TAYLOR MORRISON OF FLORIDA, INC., A FLORIDA CORPORATION, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT DO HEREBY DEDICATE THE FOLLOWING FOR THE USES AND PURPOSES THEREIN EXPRESSED, SUBJECT TO THE PLAT NOTES CONTAINED HEREIN.

1. TO HIGHLAND RANCH HOMEOWNERS ASSOCIATION, INC.: TRACTS "AA", "CC", "DD", "EE", "X", "Y" AND "Z" ARE SUBJECT TO PERPETUAL RIGHTS OF INGRESS AND EGRESS BY THE LOT OWNERS OF HIGHLAND RANCH ESPLANADE PHASE 1, THEIR TENANTS, INVITEES AND LICENSEES, TOGETHER WITH THOSE PROVIDERS OF SANITATION, POSTAL, FIRE AND LAW ENFORCEMENT AND EMERGENCY AND MEDICAL SERVICES, AND THEIR VEHICLES AND PERSONNEL. DRAINAGE AND UTILITY EASEMENT IS HEREBY GRANTED OVER THOSE AREAS DESIGNATED AS DRAINAGE AND UTILITY EASEMENTS SHOWN OR NOTED HEREON.

2. TO LOT OWNERS OF HIGHLAND RANCH ESPLANADE PHASE 1: A PERPETUAL INGRESS AND EGRESS EASEMENT IS HEREBY GRANTED OVER, ACROSS AND UPON TRACT "CC" INCLUDING THE RIGHT OF INGRESS AND EGRESS AND USE OF GATES AND AMENITY STRUCTURES FOR SAID LOT OWNERS' TENANTS, INVITEES AND LICENSEES, TOGETHER WITH THOSE PROVIDERS OF SANITATION, POSTAL, FIRE AND LAW ENFORCEMENT AND EMERGENCY AND MEDICAL SERVICES, AND THEIR VEHICLES AND PERSONNEL. A DRAINAGE AND UTILITY EASEMENT IS HEREBY GRANTED OVER THOSE AREAS DESIGNATED AS DRAINAGE AND UTILITY EASEMENTS SHOWN OR NOTED HEREON.

3. TO PROVIDERS OF ELECTRIC, TELEPHONE, CABLE TELEVISION SERVICES: A UTILITY EASEMENT IS HEREBY GRANTED OVER, ACROSS AND UPON TRACT "CC" AND THOSE AREAS DESIGNATED AS DRAINAGE AND UTILITY EASEMENTS SHOWN HEREON, INCLUDING THE RIGHT OF INGRESS AND EGRESS OVER AND ACROSS TRACT "CC" FOR THE PURPOSE OF ACCESSING SAID UTILITY EASEMENTS.

4. TO THE CITY OF CLERMONT: A UTILITY EASEMENT IS HEREBY GRANTED OVER ACROSS AND UPON TRACT "CC" AND THOSE AREAS DESIGNATED AS DRAINAGE AND UTILITY EASEMENTS SHOWN HEREON, INCLUDING THE RIGHT OF INGRESS AND EGRESS OVER AND ACROSS TRACT "CC" FOR THE PURPOSE OF ACCESSING SAID UTILITY EASEMENTS. A UTILITY DRAINAGE, ACCESS AND SIDEWALK EASEMENT IS HEREBY GRANTED OVER ACROSS AND UPON TRACTS "AA", "X", "Y" AND "Z".

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE SIGNED BY THE OFFICER NAMED BELOW ITS CORPORATE SEAL TO BE AFFIXED HERETO ON _____, A.D. 2014.

TAYLOR MORRISON OF FLORIDA, INC., A FLORIDA CORPORATION

NAME: GREGORY U. CLARK

SIGNED: _____ (CORPORATE SEAL)
TITLE: VICE PRESIDENT

SIGNED AND SEALED IN THE PRESENCE OF:

WITNESS SIGNATURE _____ PRINTED NAME _____

WITNESS SIGNATURE _____ PRINTED NAME _____

STATE OF FLORIDA, COUNTY OF _____

THIS IS TO CERTIFY, THAT ON _____, 2014, BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGEMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED GREGORY U. CLARK, AS VICE PRESIDENT OF TAYLOR MORRISON OF FLORIDA, INC., A FLORIDA CORPORATION, ON BEHALF OF THE COMPANY. HE IS PERSONALLY KNOWN BY ME OR PRODUCED

AS IDENTIFICATION AND DID/DID NOT TAKE AN OATH THAT HE/SHE IS THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGES THE EXECUTION THEREOF TO BE HIS/HER FREE ACT AND DEED AS SUCH OFFICER THERETO DULY AUTHORIZED; THAT THE OFFICIAL SEAL OF SAID CORPORATION IS AFFIXED HERETO; AND THAT SAID DEDICATION IS THE ACT AND DEED OF SAID CORPORATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

NOTARY PRINTED NAME _____

SIGNATURE OF NOTARY _____ MY COMMISSION EXPIRES _____

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS IS TO CERTIFY, THAT THIS PLAT WAS REVIEWED IN ACCORDANCE WITH SECTION 177.081, FLORIDA STATUTES AND PRESENTED TO THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AND APPROVED BY SAID CITY COUNCIL OF CLERMONT FOR RECORD ON THE DAY OF _____, 2014 PROVIDED THAT THIS PLAT IS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, FLORIDA WITHIN _____

ATTEST: _____ CITY OF CLERMONT

CITY CLERK _____ MAYOR _____

PRINT NAME _____ PRINT NAME _____

SHEET 1 OF 6

LEGAL DESCRIPTION:

PARCEL OF LAND SITUATED IN SECTIONS 9, 10, 15 AND 16, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE NORTH 89°53'45" WEST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16, A DISTANCE OF 268.37 FEET; THENCE DEPARTING PERPENDICULAR TO SAID NORTH LINE, SOUTH 00°06'15" WEST, A DISTANCE OF 425.80 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2000.00 FEET, A CENTRAL ANGLE OF 14°35'19", A CHORD BEARING OF NORTH 17°37'16" WEST AND A CHORD DISTANCE OF 507.86 FEET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 509.24 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 05°07'05" EAST, A DISTANCE OF 76.66 FEET; THENCE NORTH 36°20'10" EAST, A DISTANCE OF 20.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 565.60 FEET, A CENTRAL ANGLE OF 23°41'34", A CHORD BEARING OF NORTH 41°49'03" WEST AND A CHORD DISTANCE OF 232.22 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 233.88 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1994.40 FEET, A CENTRAL ANGLE OF 01°25'13", A CHORD BEARING OF NORTH 30°40'52" WEST AND A CHORD DISTANCE OF 49.43 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 49.43 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 58°36'31" EAST, A DISTANCE OF 125.60 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2120.00 FEET, A CENTRAL ANGLE OF 01°45'24", A CHORD BEARING OF NORTH 32°16'10" WEST AND A CHORD DISTANCE OF 64.99 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 65.00 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 56°51'08" EAST, A DISTANCE OF 188.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2308.00 FEET, A CENTRAL ANGLE OF 03°10'36", A CHORD BEARING OF SOUTH 31°33'34" EAST AND A CHORD DISTANCE OF 127.99 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 127.97 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 252.00 FEET, A CENTRAL ANGLE OF 58°14'09", A CHORD BEARING OF SOUTH 59°05'21" EAST AND A CHORD DISTANCE OF 245.25 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 256.13 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 81°57'12" EAST, A DISTANCE OF 45.83 FEET TO A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 261.00 FEET, A CENTRAL ANGLE OF 20°06'23", A CHORD BEARING OF NORTH 71°41'12" EAST AND A CHORD DISTANCE OF 91.12 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 91.59 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 56°40'35" EAST, A DISTANCE OF 47.36 FEET; THENCE NORTH 55°56'28" EAST, A DISTANCE OF 50.02 FEET; THENCE NORTH 54°31'55" EAST, A DISTANCE OF 505.33 FEET TO WESTERLY RIGHT OF WAY LINE OF SUNSHINE STATE PARKWAY (FLORIDA TURNPIKE — 300 FOOT RIGHT OF WAY PER FLORIDA STATE TURNPIKE AUTHORITY SUNSHINE STATE PARKWAY PROJECT NO. 2 R/W MAP STATION 6389 + 20.97 TO STATION 6410+00.00 DATED 09/19/1964); THENCE THE FOLLOWING NINE (9) COURSES ALONG SAID WESTERLY RIGHT OF WAY LINE; RUN SOUTH 35°27'31" EAST, A DISTANCE OF 83.69 FEET; THENCE SOUTH 54°32'29" WEST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 35°27'31" EAST, A DISTANCE OF 33.05 FEET; THENCE SOUTH 89°21'59" EAST, A DISTANCE OF 24.75 FEET; THENCE SOUTH 35°27'31" EAST, A DISTANCE OF 37.13 FEET; THENCE NORTH 89°21'59" WEST, A DISTANCE OF 24.75 FEET; THENCE SOUTH 35°27'31" EAST, A DISTANCE OF 129.78 FEET; THENCE NORTH 54°29'20" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 35°27'31" EAST, A DISTANCE OF 621.48 FEET; THENCE DEPARTING AFORESAID WESTERLY RIGHT OF WAY LINE, SOUTH 54°31'55" WEST, A DISTANCE OF 50.06 FEET; THENCE NORTH 35°28'05" WEST, A DISTANCE OF 17.50 FEET; THENCE SOUTH 54°31'55" WEST, A DISTANCE OF 7.32 FEET; THENCE SOUTH 13°38'35" WEST, A DISTANCE OF 54.36 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 23°35'33", CHORD BEARING OF NORTH 77°58'38" WEST AND A CHORD DISTANCE OF 24.53 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 24.71 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 23°21'48" WEST, A DISTANCE OF 121.92 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 402.60 FEET, A CENTRAL ANGLE OF 77°33'30", A CHORD BEARING OF NORTH 74°35'02" WEST AND A CHORD DISTANCE OF 504.31 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 544.98 FEET TO THE POINT OF TANGENCY; THENCE NORTH 35°48'17" WEST, A DISTANCE OF 32.62 FEET; THENCE NORTH 35°42'53" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 35°28'05" WEST, A DISTANCE OF 253.00 FEET; THENCE SOUTH 54°31'55" WEST, A DISTANCE OF 117.00 FEET; THENCE NORTH 35°28'05" WEST, A DISTANCE OF 90.00 FEET; THENCE SOUTH 54°31'55" WEST, A DISTANCE OF 60.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF NORTH 80°28'05" WEST AND A CHORD DISTANCE OF 35.36 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 54°31'55" WEST, A DISTANCE OF 243.01 FEET; THENCE SOUTH 47°55'54" WEST, A DISTANCE OF 121.80 FEET; THENCE SOUTH 48°10'09" WEST, A DISTANCE OF 130.55 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 182.00 FEET, A CENTRAL ANGLE OF 18°56'09", A CHORD BEARING OF SOUTH 57°38'13" WEST AND A CHORD DISTANCE OF 59.88 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 60.15 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 91°27'44", A CHORD BEARING OF SOUTH 21°22'26" WEST AND A CHORD DISTANCE OF 186.18 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 207.52 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 24°21'26" EAST, A DISTANCE OF 17.48 FEET; THENCE SOUTH 19°29'01" EAST, A DISTANCE OF 50.21 FEET; THENCE SOUTH 24°20'21" EAST, A DISTANCE OF 593.17 FEET; THENCE SOUTH 63°24'33" EAST, A DISTANCE OF 32.33 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF BLACKSTILL LAKE ROAD (66 FOOT RIGHT OF WAY), SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2591.10 FEET, A CENTRAL ANGLE OF 02°50'51", A CHORD BEARING OF NORTH 65°39'33" WEST AND A CHORD DISTANCE OF 128.76 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE A DISTANCE OF 128.77 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 88°34'28", A CHORD BEARING OF NORTH 19°56'54" EAST AND A CHORD DISTANCE OF 34.91 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 38.65 FEET TO THE POINT OF TANGENCY; THENCE NORTH 24°20'21" WEST, A DISTANCE OF 689.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 15°48'36", A CHORD BEARING OF NORTH 32°14'38" WEST AND A CHORD DISTANCE OF 8.25 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 8.28 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 182.00 FEET, A CENTRAL ANGLE OF 19°11'50", A CHORD BEARING OF NORTH 49°44'51" WEST AND A CHORD DISTANCE OF 60.69 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 60.98 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 11°28'18", A CHORD BEARING OF NORTH 65°04'55" WEST AND A CHORD DISTANCE OF 6.40 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 6.41 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 72.00 FEET, A CENTRAL ANGLE OF 13°16'45", A CHORD BEARING OF NORTH 77°27'26" WEST AND A CHORD DISTANCE OF 16.65 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 16.69 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 30°14'32", A CHORD BEARING OF SOUTH 80°46'55" WEST AND A CHORD DISTANCE OF 15.65 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 15.83 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 65°39'39" WEST, A DISTANCE OF 17.02 FEET; THENCE NORTH 24°20'21" WEST, A DISTANCE OF 80.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 15°52'20", A CHORD BEARING OF NORTH 57°43'29" EAST AND A CHORD DISTANCE OF 8.28 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 8.31 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 181.98 FEET, A CENTRAL ANGLE OF 10°09'13", A CHORD BEARING OF NORTH 44°42'43" EAST AND A CHORD DISTANCE OF 32.21 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 32.25 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 72.00 FEET, A CENTRAL ANGLE OF 17°01'34", A CHORD BEARING OF NORTH 30°54'37" EAST AND A CHORD DISTANCE OF 21.32 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 21.40 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 89.00 FEET, A CENTRAL ANGLE OF 09°51'31", A CHORD BEARING OF NORTH 27°19'35" EAST AND A CHORD DISTANCE OF 15.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 15.31 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 24°20'21" WEST, A DISTANCE OF 57.39 FEET; THENCE NORTH 53°38'32" EAST, A DISTANCE OF 15.34 FEET; THENCE NORTH 24°20'21" WEST, A DISTANCE OF 67.87 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,459,743 SQUARE FEET OR 33.511 ACRES, MORE OR LESS.

NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



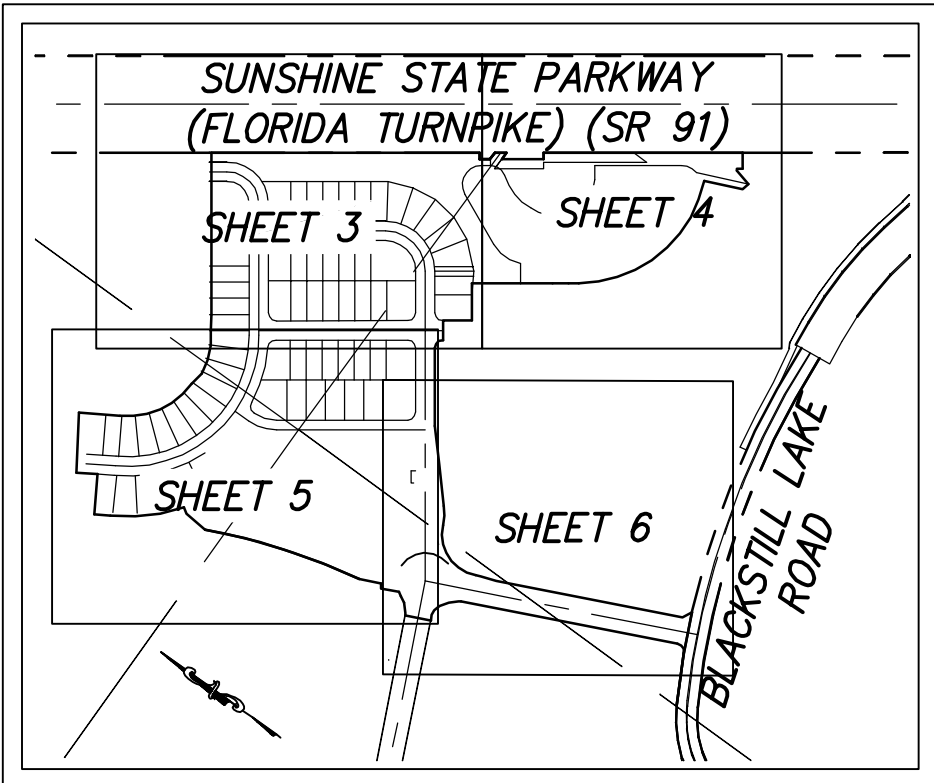
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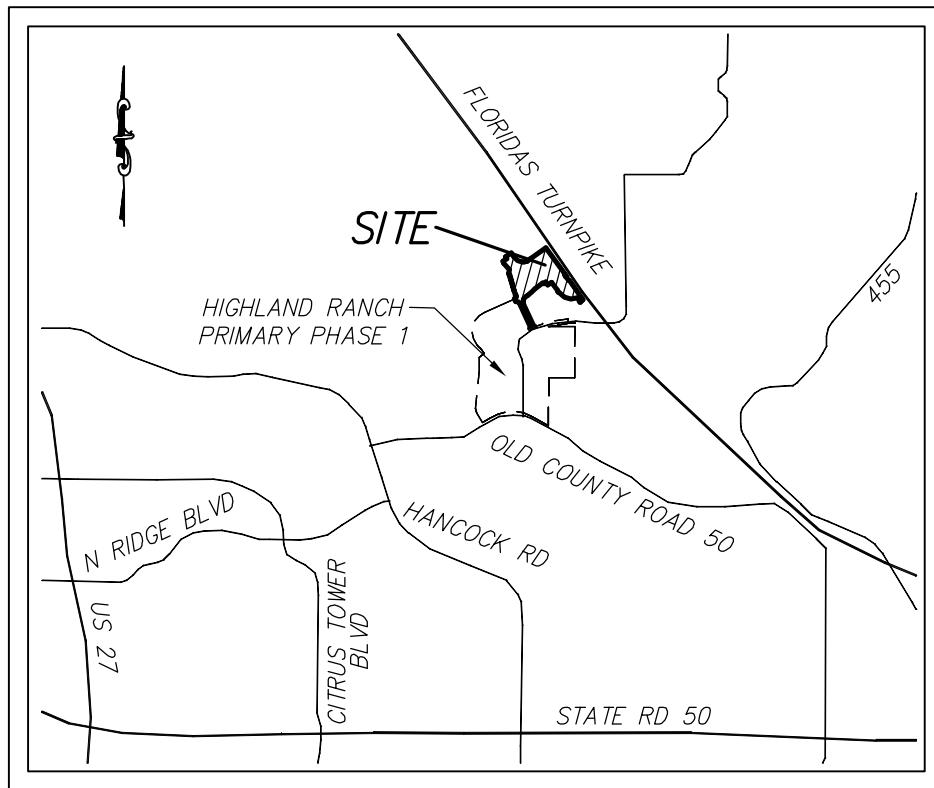


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ORLANDO, FLORIDA 32801
PHONE: 407/843.5120 FAX: 407/846.9104
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CERTIFICATE OF AUTHORIZATION NO. LB 0011



SHEET INDEX
1" = 600'



VICINITY MAP
1" = 5000'

REVIEWER STATEMENT

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, PART 1, FLORIDA STATUTES, AND FIND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED, HOWEVER, THAT MY REVIEW DOES NOT INCLUDE FIELD VERIFICATION OF ANY OF THE COORDINATES, POINTS OR MEASUREMENTS SHOWN ON THIS PLAT. BOOTH, ERN, STRAUGHAN AND HIOTT, INC. 902 NORTH SINCLAIR AVENUE, TAVARES, FL 32778 (352) 343-8481 LICENSE BUSINESS NO. 7514

FOR THE FIRM:

JAMES M. STRAUGHAN, PSM/PRINCIPAL
PROFESSIONAL SURVEYOR AND MAPPER NO. 5309

DATE

DATED

ARTHUR A. MASTRONICOLA JR.
FLORIDA LICENSED SURVEYOR AND MAPPER NO. LS 4166

HIGHLAND RANCH ESPLANADE PHASE 1

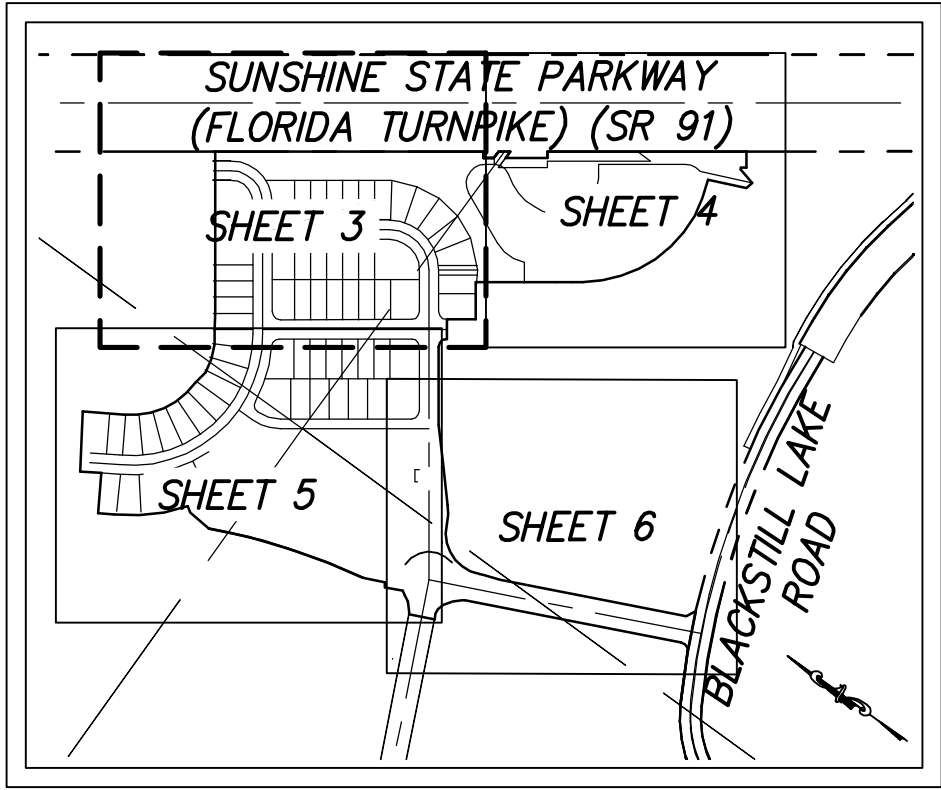
LOCATED IN SECTIONS 9, 10, 15 AND 16, TOWNSHIP 22 SOUTH, RANGE 26 EAST,
CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

NOTICE

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SHEET INDEX: 1" = 600'



SHEET INDEX

- SHEET 1COVER SHEET, LEGAL DESCRIPTION,
NOTES
- SHEET 2VICINITY MAP
- SHEET 3 – 6PLAT DETAILS



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CERTIFICATE OF AUTHORIZATION No. LB 8011

NOT PLATTED

SITE

BLACK STILL
LAKE ROAD

BLACK STILL LAKE ROAD

FLORIDA'S TURNPIKE

COUNTY ROAD 455

HIGHLAND RANCH PHASE 1
PLAT BOOK 66, PAGES 8-16

HIGHLAND RANCH PHASE 1
PLAT BOOK 66, PAGE 8-16

VERDE RIDGE UNIT 1

OLD COUNTY ROAD 50

OLD COUNTY ROAD 50

CITRUS TOWER BOULEVARD

N RIDGE BOULEVARD

N HANCOCK ROAD

VICINITY MAP
1" = 500'

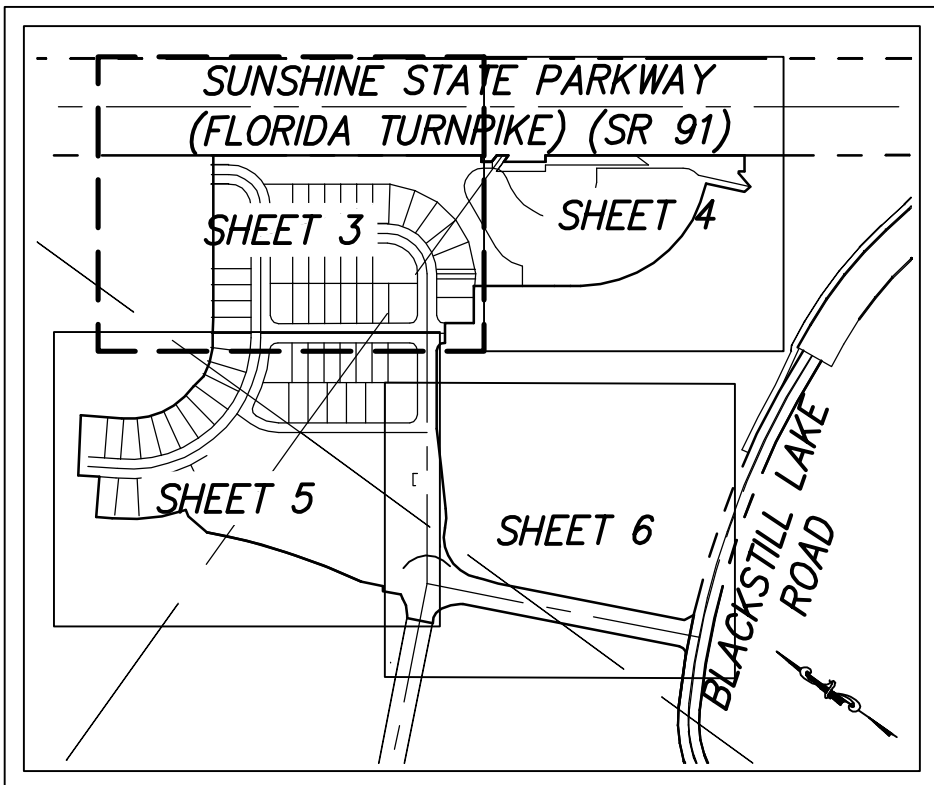
SHEET INDEX

SHEET 1	COVER SHEET, LEGAL DESCRIPTION, NOTES
SHEET 2	VICINITY MAP
SHEET 3 - 6	PLAT DETAILS

HIGHLAND RANCH ESPLANADE PHASE 1
LOCATED IN SECTIONS 9, 10, 15 AND 16, TOWNSHIP 22 SOUTH, RANGE 26 EAST,
CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	109.96	70.00	90°00'00"	98.99	N09°31'55"E
C2	157.08	100.00	90°00'00"	141.42	N09°31'55"E
C3	204.20	130.00	90°00'00"	183.85	N09°31'55"E
C4	39.27	25.00	90°00'00"	35.36	S09°31'55"W
C5	243.47	155.00	90°00'00"	219.20	N09°31'55"E
C6	196.35	125.00	90°00'00"	176.78	N09°31'55"E
C7	149.23	95.00	90°00'00"	134.35	S09°31'55"W
C8	39.27	25.00	90°00'00"	35.36	S09°31'55"W
C10	39.27	25.00	90°00'00"	35.36	S09°31'55"W
C11	39.27	25.00	90°00'00"	35.36	S80°28'05"E
C12	37.12	25.00	85°04'21"	33.80	S78°00'16"E
C13	39.27	25.00	90°00'00"	35.36	S09°31'55"W
C14	39.27	25.00	90°00'00"	35.36	S80°28'05"W
C15	252.24	410.00	35°14'57"	248.28	N72°09'23"E
C16	633.36	380.00	95°29'49"	562.55	S77°43'11"E
C17	104.96	70.00	85°54'14"	95.39	S07°29'02"E
C18	5.00	70.00	04°05'46"	5.00	S52°29'02"E
C19	123.03	130.00	54°13'27"	118.49	N08°21'22"W
C20	81.17	130.00	35°46'33"	77.86	N36°38'38"E
C21	4.56	155.00	01°41'06"	4.56	N34°37'31"W
C22	45.36	155.00	16°46'03"	45.20	N25°23'56"W
C23	45.36	155.00	16°46'03"	45.20	N08°37'54"W
C24	45.36	155.00	16°46'03"	45.20	N08°08'09"E
C25	45.36	155.00	16°46'03"	45.20	N24°54'12"E
C26	57.47	155.00	21°14'42"	57.14	N43°54'34"E
C27	47.10	380.00	07°06'06"	47.07	N58°04'58"E

SHEET INDEX: 1" = 600'



LEGEND AND ABBREVIATIONS:

± MORE OR LESS	PI POINT OF INTERSECTION
ID IDENTIFICATION	L LENGTH
ORB OFFICIAL RECORD BOOK	R RADIUS
PL PLAT BOOK	Δ DELTA
PC PAGE	DB DEED BOOK
PCP CERTIFIED CORNER RECORD	CB CHORD BEARING
DUE DRAINAGE AND UTILITY EASEMENT	CH CHORD DISTANCE
C CENTERLINE	PNT POINT OF NON-TANGENCY
□ SET 4x4 CONCRETE MONUMENT (PRM LB 8011)	PC POINT OF CURVATURE
○ PERMANENT REFERENCE MARKER	PCC POINT OF COMPOUND CURVATURE
● FOUND NAIL & DISK (AS NOTED)	POC POINT ON CURVATURE
○ PERMANENT CONTROL POINT	PRC POINT OF REVERSE CURVATURE
● SET 4x4 CONCRETE MONUMENT (AS NOTED)	PT POINT OF TANGENCY
● SET NAIL & DISK (PCP LB 8011)	R/W RIGHT OF WAY
○ SET 5/8" IRON ROD & CAP (LB 8011)	(R) RADIAL
● FOUND 1/2" IRON ROD (LB 68)	(NR) NON RADIAL
○ FOUND 3" IRON PIPE (NO ID)	CM CONCRETE MONUMENT
— CHANGE IN DIRECTION (R/W LINE)	LB LICENSED BUSINESS
WE WALL EASEMENT	LS LAND SURVEYOR
D.E. DRAINAGE EASEMENT	FDEP FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
U.E. UTILITY EASEMENT	EL ELEVATION
IP IRON PIPE	FEMA FEDERAL EMERGENCY MANAGEMENT ASSOCIATION
FND FOUND	NGVD NATIONAL GEODETIC VERTICAL DATUM
	NAVD NATIONAL AMERICAN VERTICAL DATUM

NOTICE

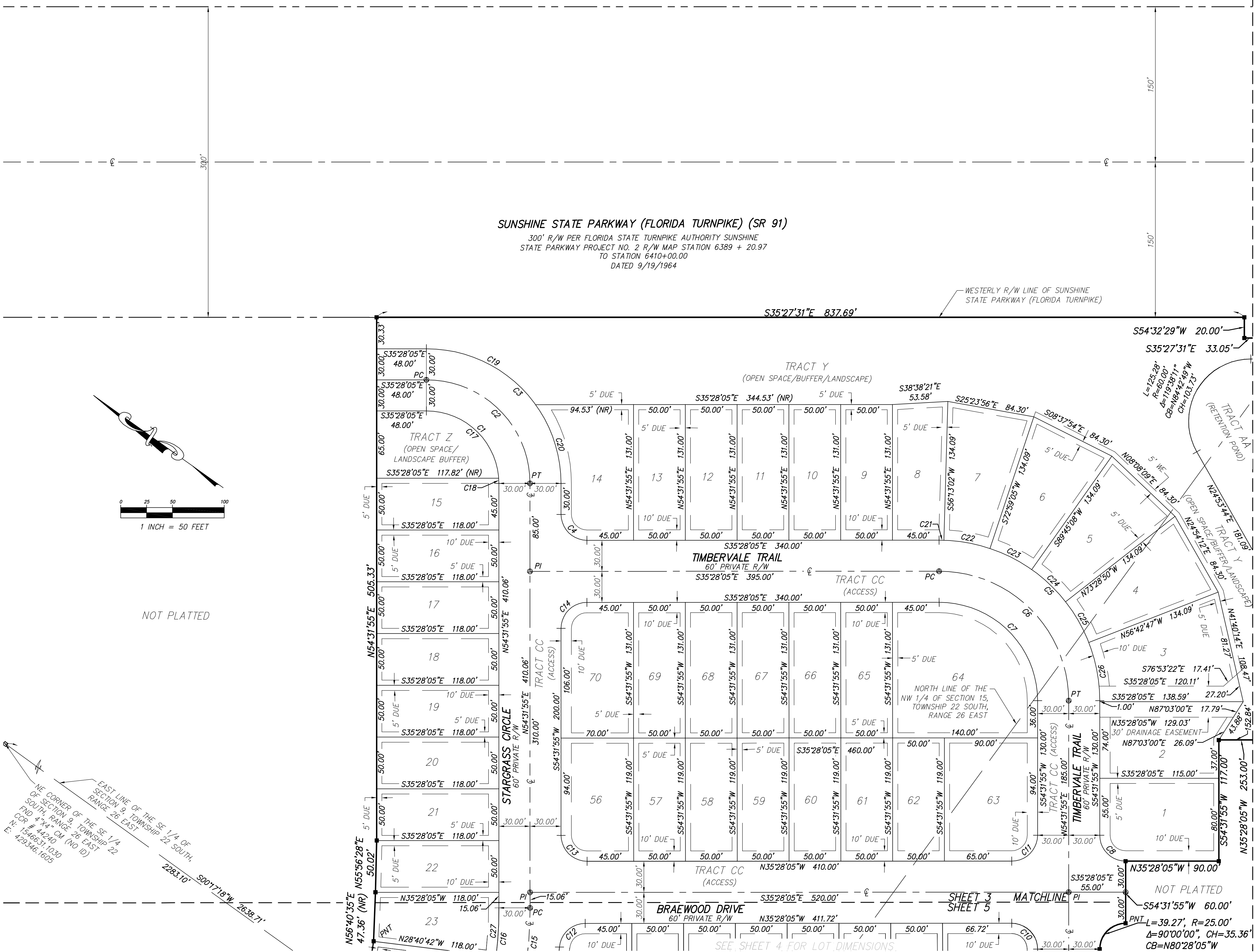
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CERTIFICATE OF AUTHORIZATION NO. LB 8011



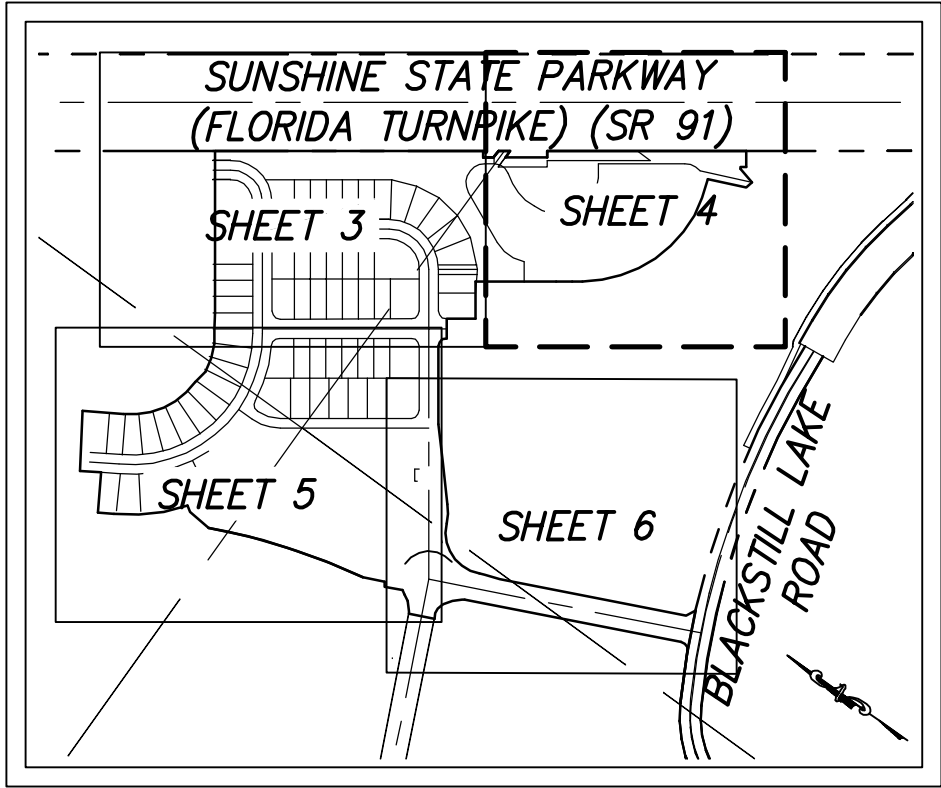
HIGHLAND RANCH ESPLANADE PHASE 1
LOCATED IN SECTIONS 9, 10, 15 AND 16, TOWNSHIP 22 SOUTH, RANGE 26 EAST,
CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

PLAT BOOK: PAGE:

SHEET INDEX

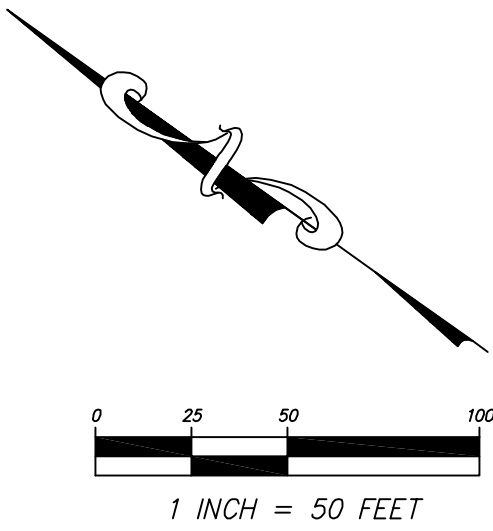
SHEET 1 COVER SHEET, LEGAL DESCRIPTION,
NOTES
SHEET 2 VICINITY MAP
SHEET 3 - 6 PLAT DETAILS

SHEET INDEX: 1" = 600'



LEGEND AND ABBREVIATIONS:

± MORE OR LESS	PI POINT OF INTERSECTION
ID IDENTIFICATION	L LENGTH
ORB OFFICIAL RECORD BOOK	R RADIUS
PB PLAT BOOK	Δ DELTA
PC PAGE	DB DEED BOOK
COR CERTIFIED CORNER RECORD	CB CHORD BEARING
DUE DRAINAGE AND UTILITY EASEMENT	CH CHORD DISTANCE
Q CENTERLINE	PNT POINT OF NON-TANGENCY
□ SET 4x4 CONCRETE MONUMENT (PRM LB 8011)	PC POINT OF CURVATURE
PERMANENT REFERENCE MARKER	PCC POINT OF COMPOUND CURVATURE
● FOUND NAIL & DISK (AS NOTED)	PRC POINT OF REVERSE CURVATURE
■ SET 4x4 CONCRETE MONUMENT (AS NOTED)	PT POINT OF TANGENCY
● SET NAIL & DISK (POP LB 8011)	R/W RIGHT OF WAY
PERMANENT CONTROL POINT	(R) RADIAL
○ SET 5/8" IRON ROD & CAP (LB 8011)	(NR) NON RADIAL
● FOUND 1/2" IRON ROD (LB 68)	CM CONCRETE MONUMENT
○ FOUND 3" IRON PIPE (NO ID)	LS LICENSED BUSINESS
— CHANGE IN DIRECTION (R/W LINE)	LS LAND SURVEYOR
WE WALL EASEMENT	FDEP FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
D.E DRAINAGE EASEMENT	EL ELEVATION
U.E UTILITY EASEMENT	FEMA FEDERAL EMERGENCY MANAGEMENT ASSOCIATION
IP IRON PIPE	NGVD NATIONAL GEODETIC VERTICAL DATUM
FND FOUND	NAVD NATIONAL AMERICAN VERTICAL DATUM



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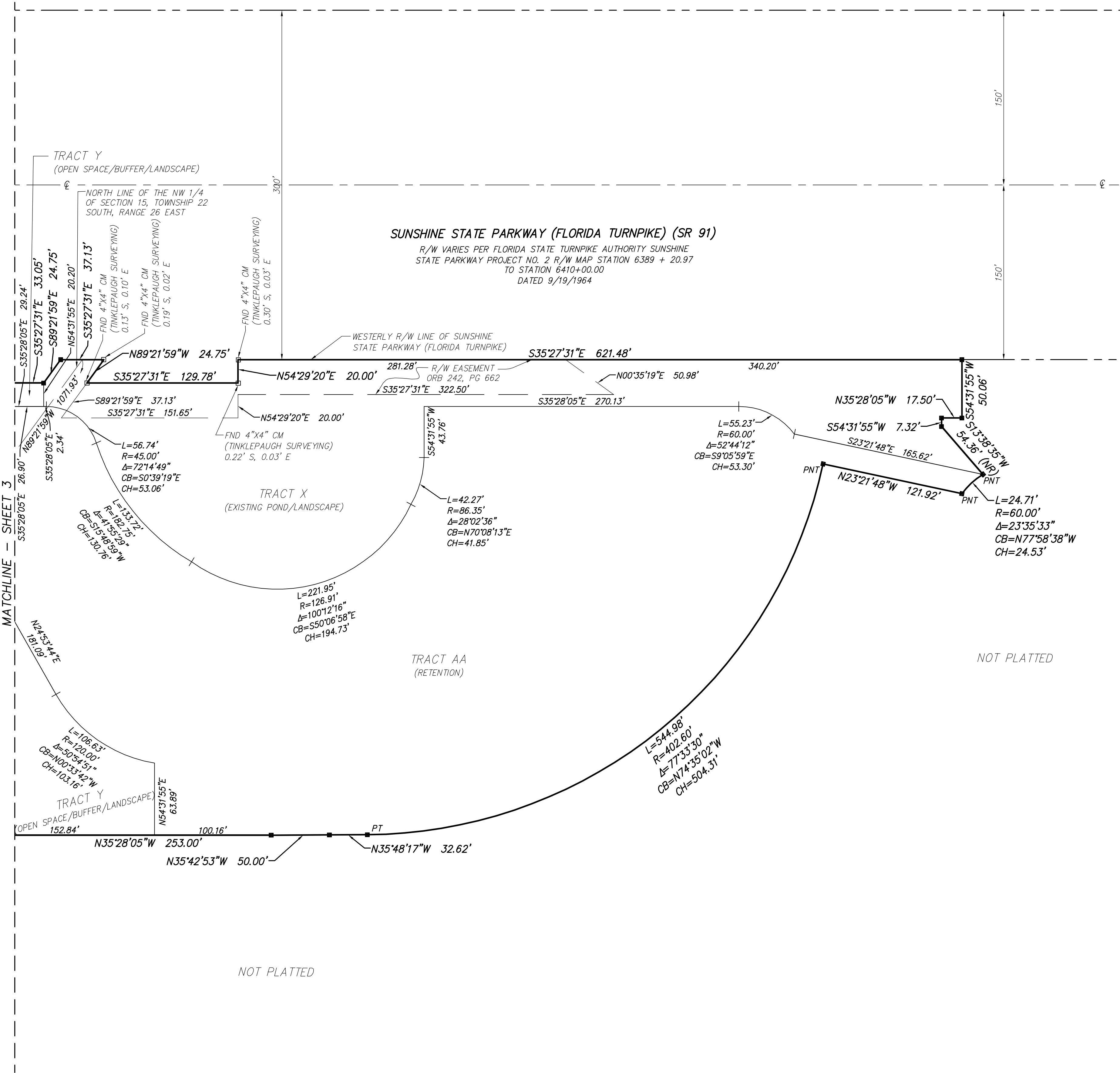
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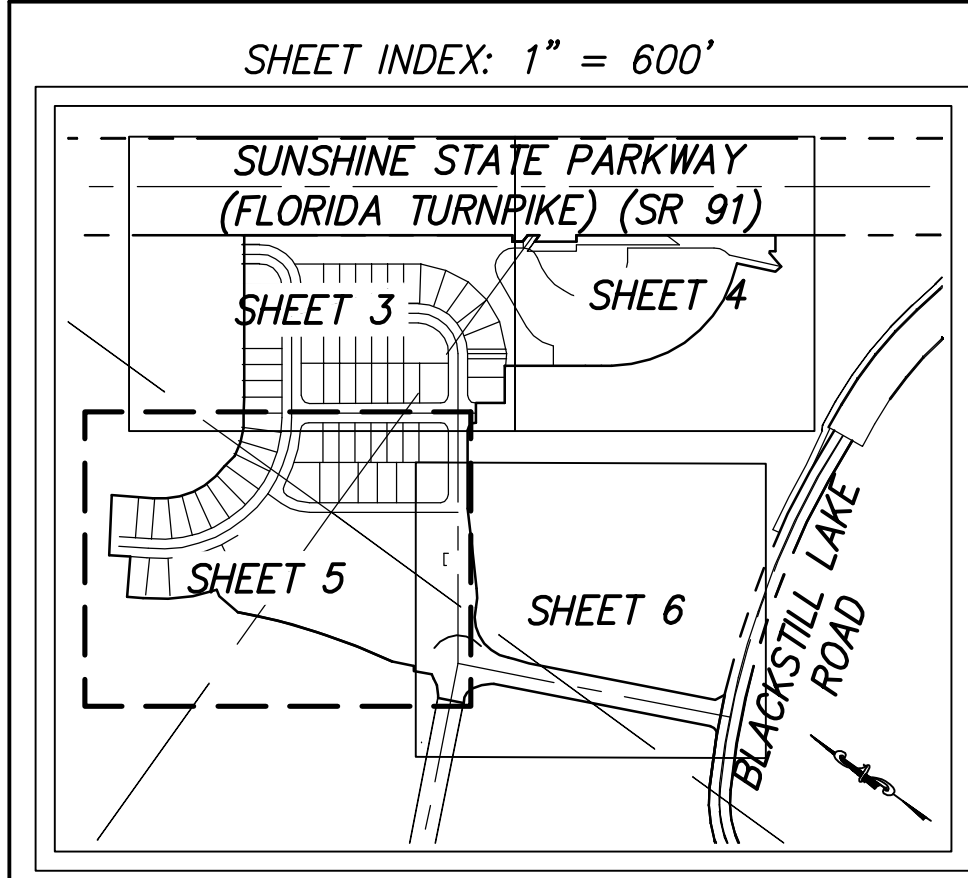
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HIGHLAND RANCH ESPLANADE PHASE 1

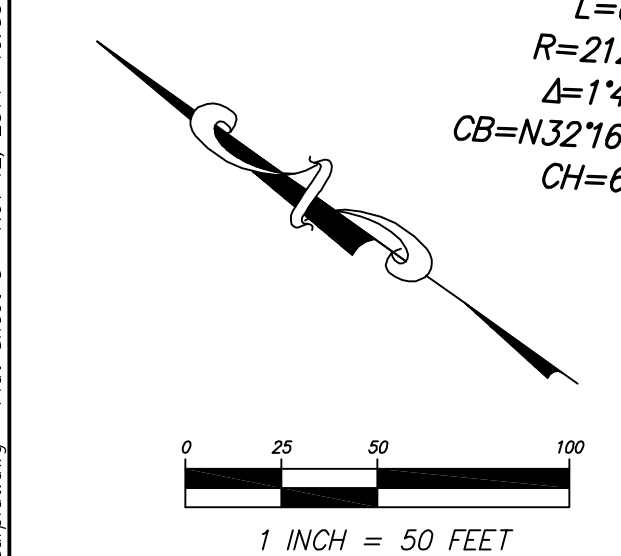
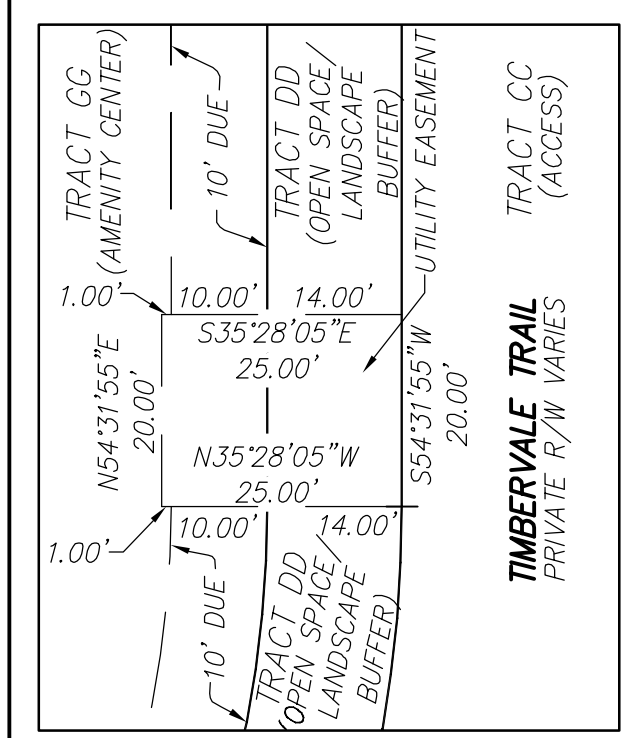
LOCATED IN SECTIONS 9, 10, 15 AND 16, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C95	110.74	180.00	35°14'57"	109.00	N17°50'37"W
C96	33.22	89.00	21°23'11"	33.03	N42°56'56"E
C97	149.01	565.00	15°05'40"	148.58	N61°12'40"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C10	39.27	25.00	90°00'00"	35.36	S09°31'55"W
C12	37.12	25.00	85°04'21"	33.80	S78°00'16"E
C15	252.24	410.00	35°14'57"	248.28	N72°09'23"E
C16	633.36	380.00	95°29'49"	562.55	S77°43'11"E
C27	47.09	380.00	07°06'06"	47.07	N58°04'58"E
C28	180.69	440.00	23°31'44"	179.42	N71°13'26"E
C29	36.31	25.00	83°12'26"	33.20	S41°23'04"W
C30	73.83	120.00	35°14'57"	72.67	S17°50'37"E
C31	39.27	25.00	90°00'00"	35.36	S80°28'05"E
C32	92.28	150.00	35°14'57"	90.83	S17°50'37"E
C33	431.13	410.00	60°14'53"	411.54	S60°05'42"E
C34	119.21	2150.00	03°10'36"	119.19	N31°33'34"W
C35	410.51	440.00	53°27'18"	395.78	S56°41'55"E
C36	52.55	2120.00	01°25'13"	52.55	N30°40'52"W
C37	120.87	2180.00	03°10'36"	120.85	N31°33'34"W
C38	39.27	25.00	90°00'00"	35.36	N09°31'55"E
C39	75.79	132.00	32°53'50"	74.75	N70°58'50"E
C40	150.99	168.00	51°29'46"	145.96	S61°40'52"W
C41	108.23	132.00	46°58'45"	105.23	N59°25'21"E
C42	45.47	89.00	29°16'11"	45.47	S68°16'38"W
C43	45.47	89.00	29°16'11"	45.47	S68°16'38"W
C44	67.84	89.00	43°40'15"	66.21	N75°15'09"W
C45	78.22	440.00	10°11'09"	78.12	N77°53'43"E
C46	102.47	440.00	13°20'35"	102.24	N66°07'51"E
C47	52.57	2308.00	01°18'18"	52.57	N32°29'43"W
C48	52.57	2308.00	01°18'18"	52.57	N31°11'25"W
C49	22.83	2308.00	00°34'00"	22.82	N30°15'16"W
C50	25.35	252.00	05°45'51"	25.34	S32°51'12"E
C51	46.16	252.00	10°29'40"	46.09	S40°58'58"E
C52	46.15	252.00	10°29'39"	46.09	S51°28'37"E
C53	46.16	252.00	10°29'40"	46.09	S61°58'17"E
C54	46.15	252.00	10°29'39"	46.09	S72°27'56"E
C55	46.16	252.00	10°29'40"	46.09	S82°57'35"E
C56	45.80	261.00	10°03'12"	45.74	N76°42'48"E
C57	45.79	261.00	10°03'11"	45.74	N66°39'36"E
C58	49.66	2180.00	01°18'18"	49.66	N32°29'43"W
C59	49.66	2180.00	01°18'18"	49.66	N31°11'25"W
C60	21.55	2180.00	00°34'00"	21.56	N30°15'16"W
C61	38.23	380.00	05°45'52"	38.22	S32°51'12"E
C62	69.60	380.00	10°29'39"	69.50	S40°58'58"E
C63	69.60	380.00	10°29'39"	69.50	S51°28'37"E
C64	69.60	380.00	10°29'39"	69.50	S61°58'17"E
C65	69.60	380.00	10°29'39"	69.50	S72°27'56"E
C66	69.60	380.00	10°29'39"	69.50	S82°57'35"E
C67	66.68	380.00	10°03'12"	66.59	N86°45'59"E
C68	66.68	380.00	10°03'12"	66.59	N76°42'48"E
C69	66.68	380.00	10°03'12"	66.59	N66°39'36"E
C70	8.07	440.00	01°03'03"	8.07	S30°29'48"E
C71	57.96	440.00	07°32'50"	57.92	S34°47'44"E
C72	57.96	440.00	07°32'50"	57.92	S42°20'34"E
C73	57.96	440.00	07°32'50"	57.92	S49°53'25"E
C74	57.96	440.00	07°32'50"	57.92	S57°26'15"E
C75	57.96	440.00	07°32'50"	57.92	S64°59'05"E
C76	10.38	565.60	01°03'04"	10.37	S30°29'48"E
C77	74.50	565.60	07°32'50"	74.45	S34°47'44"E
C78	74.50	565.60	07°32'50"	74.45	S42°20'34"E
C79	74.50	565.60	07°32'50"	74.45	S49°53'25"E
C80	74.50	565.60	07°32'50"	74.45	S57°26'15"E
C81	74.50	565.60	07°32'50"	74.45	S64°59'05"E
C82	42.74	132.00	18°33'06"	42.55	S45°15'22"W
C90	107.32	182.00	33°47'13"	105.78	N70°32'08"E
C91	67.15	118.00	32°53'50"	66.82	N70°58'50"E
C93	112.64	440.00	14°40'04"	112.33	N76°05'32"W
C94	36.31	25.00	83°12'26"	33.20	N41°49'21"W

SHEET INDEX

SHEET 1	COVER SHEET, LEGAL DESCRIPTION, NOTES
SHEET 2	VICINITY MAP
SHEET 3 - 6	PLAT DETAILS



LEGEND AND ABBREVIATIONS:

- + MORE OR LESS
- ID IDENTIFICATION
- ORB OFFICIAL RECORD BOOK
- PB PLAT BOOK
- PC PAGE
- CCR CERTIFIED CORNER RECORD
- DUE DRAINAGE AND UTILITY EASEMENT
- C CENTERLINE
- SET 4x4 CONCRETE MONUMENT (PRM LB 8011)
- PERMANENT REFERENCE MARKER
- FOUND NAIL & DISK (AS NOTED)
- SET 4x4 CONCRETE MONUMENT (AS NOTED)
- SET NAIL & DISK (PCP LB 8011)
- PERMANENT CONTROL POINT
- SET 5/8" IRON ROD & CAP (LB 8011)
- FOUND 1/2" IRON ROD (LB 68)
- FOUND 3" IRON PIPE (NO ID)
- CHANGE IN DIRECTION (R/W LINE)
- WE WALL EASEMENT
- D.E DRAINAGE EASEMENT
- U.E UTILITY EASEMENT
- IP IRON PIPE
- FND FOUND
- PI POINT OF INTERSECTION
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- R RADIUS
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- POC POINT ON CURVATURE
 PRC POINT OF REVERSE CURVATURE |- PT POINT OF TANGENCY
- R/W RIGHT OF WAY
- (R) RADIAL
- (NR) NON RADIAL
- CM CONCRETE MONUMENT
- LB LICENSED BUSINESS
- LS LAND SURVEYOR
- FDEP FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
- EL ELEVATION
- FEMA FEDERAL EMERGENCY MANAGEMENT ASSOCIATION
- NGVD NATIONAL GEODETIC VERTICAL DATUM
- NAVD NATIONAL AMERICAN VERTICAL DATUM

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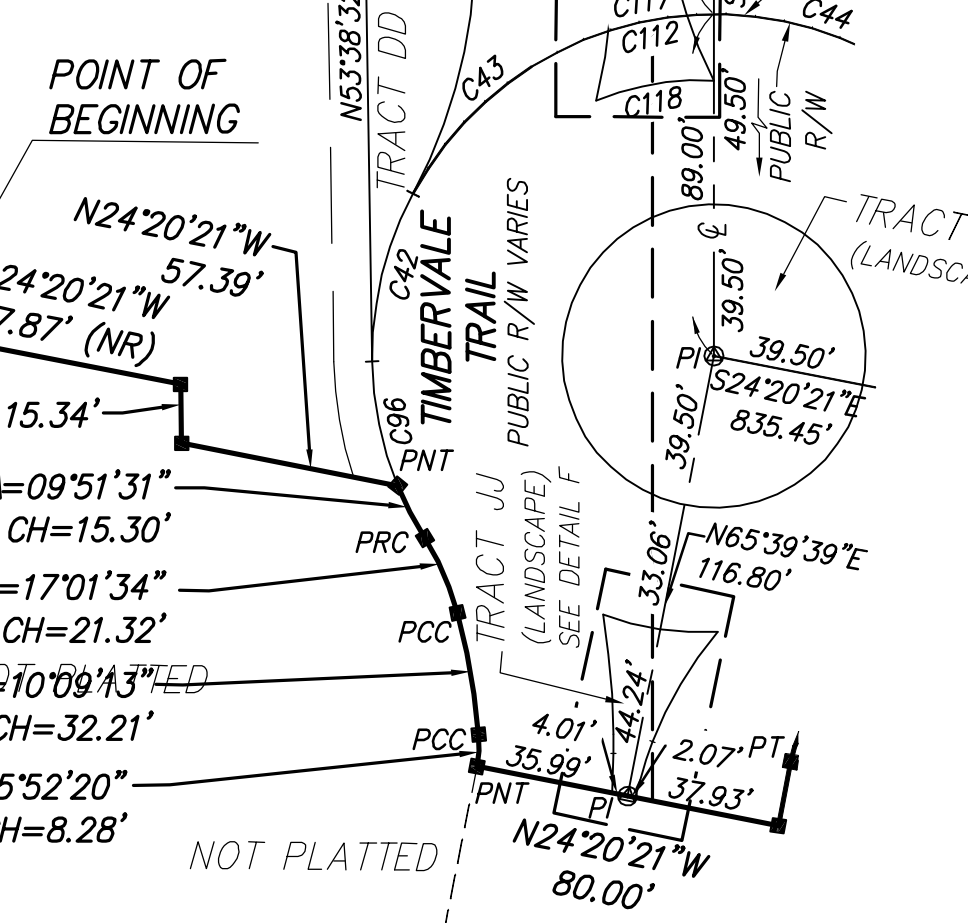
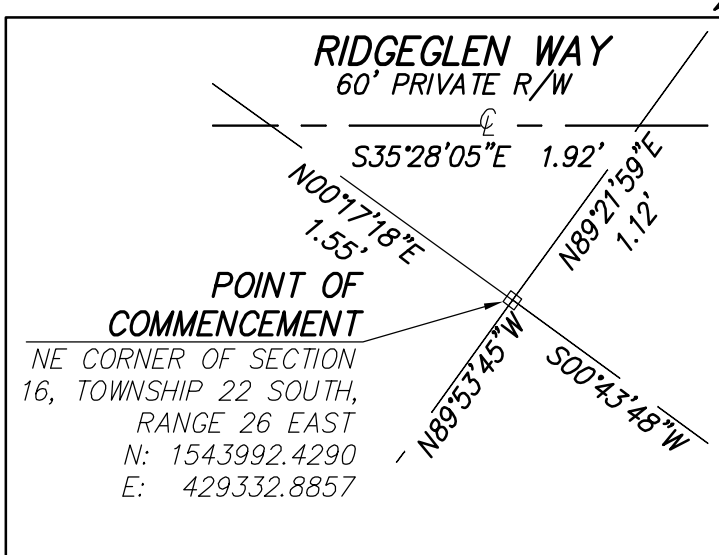
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SHEET 5 OF 6

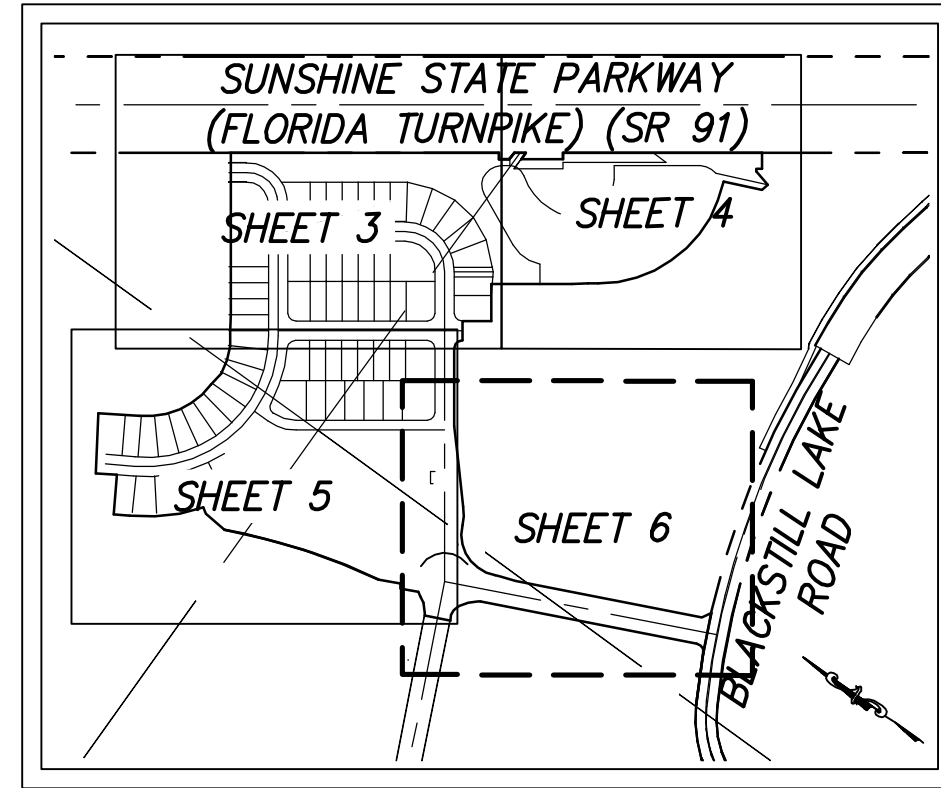
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C121	65.83	126.25	029°52'25"	65.08	S42°40'04"W
C109	25.95	41.70	035°39'20"	25.53	N32°23'28"W
C110	44.56	131.75	019°22'50"	44.35	S88°12'30"W
C111	38.39	152.25	014°26'53"	38.29	S53°10'50"W
C112	159.73	89.00	102°49'43"	139.14	N45°40'25"W
C113	30.55	34.25	051°05'57"	29.54	N37°53'36"W
C114	50.87	131.75	022°07'25"	50.56	S50°20'41"W
C115	64.02	21.20	173°00'36"	42.32	N32°05'18"W
C116	47.84	123.75	022°09'01"	47.54	N65°29'30"E
C117	20.76	89.00	013°21'53"	20.71	N46°44'05"W
C119	68.41	168.25	023°17'45"	67.94	N56°06'25"E
C120	26.13	7.75	193°08'44"	15.40	N38°58'05"W



HIGHLAND RANCH ESPLANADE PHASE 1
LOCATED IN SECTIONS 9, 10, 15 AND 16, TOWNSHIP 22 SOUTH, RANGE 26 EAST,
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PLAT
BOOK: PAGE:

SHEET INDEX: 1" = 600'

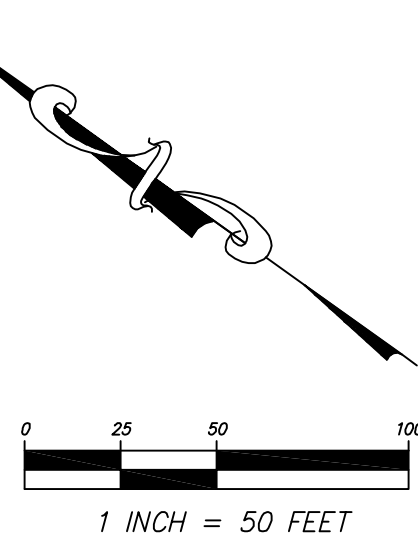


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± MORE OR LESS	PI POINT OF INTERSECTION
ID IDENTIFICATION	L LENGTH
ORB OFFICIAL RECORD BOOK	R RADIUS
PG PLAT BOOK	Δ DELTA
PG PAGE	DB DEED BOOK
CC CERTIFIED CORNER RECORD	CB CHORD BEARING
DUE DRAINAGE AND UTILITY EASEMENT	CH CHORD DISTANCE
C CENTERLINE	PNT POINT OF NON-TANGENCY
□ SET 4"x4" CONCRETE MONUMENT (PRM LB 8011)	PC POINT OF CURVATURE
○ PERMANENT REFERENCE MARKER	PCC POINT OF COMPOUND CURVATURE
⊙ FOUND NAIL & DISK (AS NOTED)	POC POINT ON CURVATURE
■ SET 4"x4" CONCRETE MONUMENT (AS NOTED)	PRC POINT OF REVERSE CURVATURE
⊙ SET NAIL & DISK (PCP LB 8011)	PT POINT OF TANGENCY
○ PERMANENT CONTROL POINT	R/W RIGHT OF WAY
● SET 5/8" IRON ROD & CAP (LB 8011)	(NR) NON RADIAL
● FOUND 1/2" IRON ROD (LB 68)	CM CONCRETE MONUMENT
● FOUND 3" IRON PIPE (NO ID)	LS LICENSED BUSINESS
— CHANGE IN DIRECTION (R/W LINE)	LS LAND SURVEYOR
WE WALL EASEMENT	FDEP FLORIDA DEPARTMENT OF
D.E. DRAINAGE EASEMENT	EL ELEVATION
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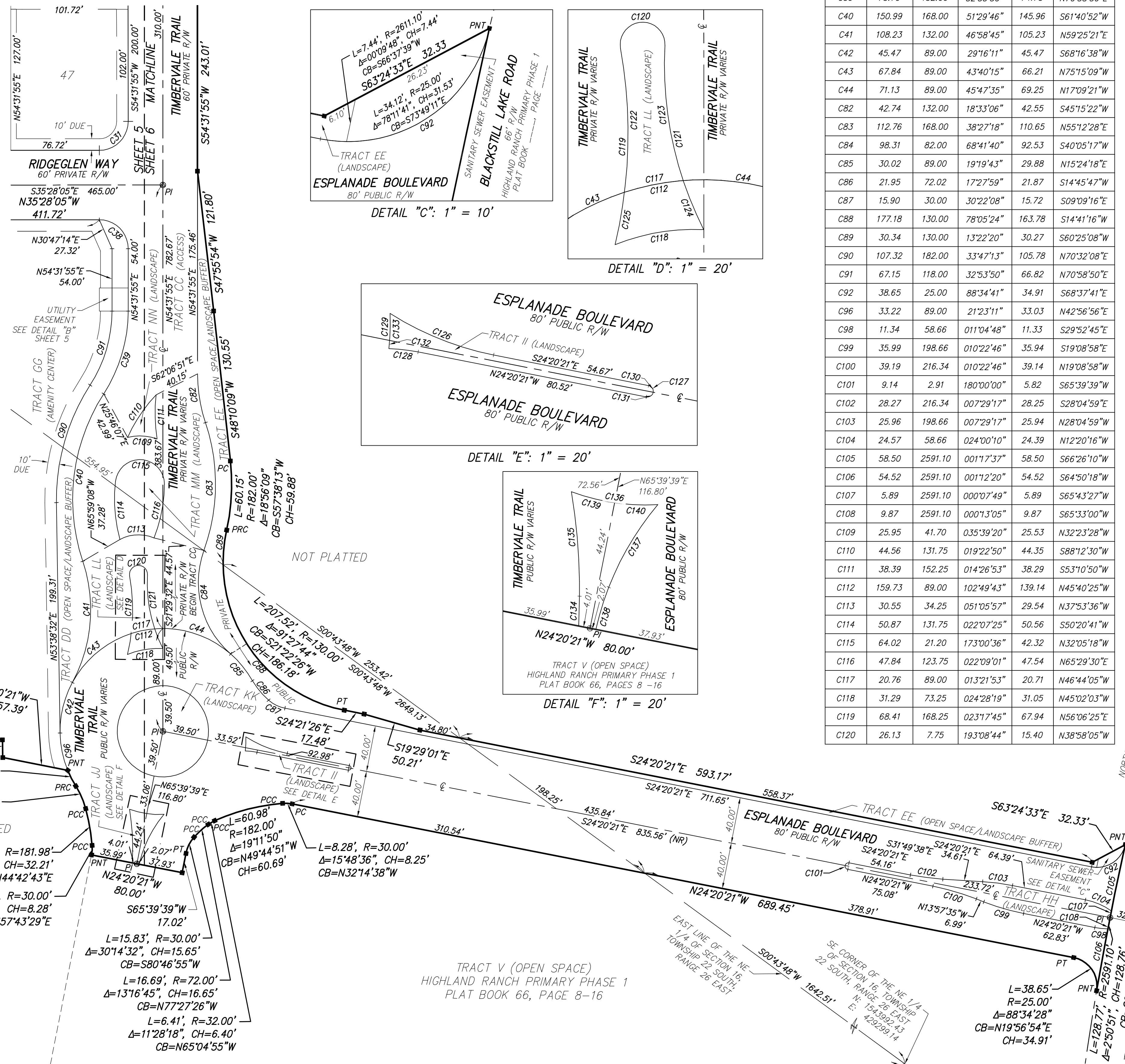
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CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C31	39.27	25.00	90°00'00"	35.36	S80°28'05"E
C38	39.27	25.00	90°00'00"	35.36	N09°31'55"E
C39	75.79	132.00	32°53'50"	74.75	N70°58'50"E
C40	150.99	168.00	51°29'46"	145.96	S61°40'52"W
C41	108.23	132.00	46°58'45"	105.23	N59°25'21"E
C42	45.47	89.00	29°16'11"	45.47	S68°16'38"W
C43	67.84	89.00	43°40'15"	66.21	N75°15'09"W
C44	71.13	89.00	45°47'35"	69.25	N17°09'21"W
C82	42.74	132.00	18°33'06"	42.55	S45°15'22"W
C83	112.76	168.00	38°27'18"	110.65	N55°12'28"E
C84	98.31	82.00	68°41'40"	92.53	S40°05'17"W
C85	30.02	89.00	19°19'43"	29.88	N15°24'18"E
C86	21.95	72.02	17°27'59"	21.87	S14°45'47"W
C87	15.90	30.00	30°22'08"	15.72	S09°09'16"E
C88	177.18	130.00	78°05'24"	163.78	S14°41'16"W
C89	30.34	130.00	13°22'20"	30.27	S60°25'08"W
C90	107.32	182.00	33°47'13"	105.78	N70°32'08"E
C91	67.15	118.00	32°53'50"	66.82	N70°58'50"E
C92	38.65	25.00	88°34'41"	34.91	S68°37'41"E
C96	33.22	89.00	21°23'11"	33.03	N42°56'56"E
C98	11.34	58.66	01°04'48"	11.33	S29°52'45"E
C99	35.99	198.66	01°02'46"	35.94	S19°08'58"E
C100	39.19	216.34	01°02'46"	39.14	N19°08'58"W
C101	9.14	2.91	180°00'00"	5.82	S65°39'39"W
C102	28.27	216.34	00°29'17"	28.25	S28°04'59"E
C103	25.96	198.66	00°29'17"	25.94	N28°04'59"W
C104	24.57	58.66	02°40'10"	24.39	N12°20'16"W
C105	58.50	2591.10	00°17'37"	58.50	S66°26'10"W
C106	54.52	2591.10	00°11'22"	54.52	S64°50'18"W
C107	5.89	2591.10	00°07'49"	5.89	S65°43'27"W
C108	9.87	2591.10	00°03'05"	9.87	S65°33'00"W
C109	25.95	41.70	03°39'20"	25.53	N32°23'28"W
C110	44.56	131.75	01°22'50"	44.35	S88°12'30"W
C111	38.39	152.25	01°42'53"	38.29	S53°10'50"W
C112	159.73	89.00	102°49'43"	139.14	N45°40'25"W
C113	30.55	34.25	05°05'57"	29.54	N37°53'36"W
C114	50.87	131.75	02°20'25"	50.56	S50°20'41"W
C115	64.02	21.20	173°00'36"	42.32	N32°05'18"W
C116	47.84	123.75	02°20'01"	47.54	N65°29'30"E
C117	20.76	89.00	01°32'53"	20.71	N46°44'05"W
C118	31.29	73.25	02°42'19"	31.05	N45°02'03"W
C119	68.41	168.25	02°31'45"	67.94	N56°06'25"E
C120	26.13	7.75	193°08'44"	15.40	N38°58'05"W

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C121	65.83	126.25	02°52'25"	65.08	S42°40'04"W
C122	50.01	168.25	01°01'45"	49.82	N52°58'25"E
C123	47.40	126.25	02°13'38"	47.12	S46°50'57"W
C124	18.43	126.25	00°21'47"	18.41	S31°54'45"W
C125	18.40	168.25	00°16'00"	18.39	N64°37'18"E
C126	38.89	104.25	02°12'35"	38.67	S13°39'03"E
C127	6.28	2.00	180°00'00"	4.00	N65°39'39"E
C128	10.23	64.25	00°07'14"	10.22	N28°53'58"W
C129	12.16	73.25	00°30'36"	12.14	N56°21'14"E
C130	3.14	2.00	090°00'00"	2.83	N20°39'39"E
C131	3.14	2.00	090°00'00"	2.83	S69°20'21"E
C132	2.83	73.25	00°12'39"	2.83	N60°00'13"E
C133	9.33	73.25	00°17'57"	9.33	N55°14'55"E
C134	10.33	214.25	00°45'49"	10.33	N56°20'48"E
C135	31.21	214.25	00°20'49"	31.18	N49°26'13"E
C136	30.44	73.25	02°34'44"	30.22	S26°58'37"E
C137	33.40	101.25	01°8'54'01"	33.25	S85°17'37"W
C138	10.16	101.25	00°54'43"	10.15	S70°04'25"W
C139	15.45	73.25	01°24'55"	15.42	S21°06'42"E
C140	15.00	73.25	01°14'50"	14.97	S33°01'04"E

Drawing name: S:\Block West\Tolter Morrison- 99253009-Plotting\Highland Ranch Esplanade Phase 1- surplat.dwg Plot Sheet 6 Nov 12, 2014 10:32am by: carmen



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date														
Tuesday, December 9, 2014														
Agenda Item Name														
Variance Request <i>Rickerds</i>														
Requested Action														
Move to deny variance.														
Staff Report														
The following request was presented at the November 12, 2014 Council meeting, and after discussion, it was tabled to the December 9, 2014 meeting. 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 variance in order to install an in-ground swimming pool with deck. The current rear yard setback of 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. 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 do not meet these findings.														
Legal Impact														
Additional Analysis														
Fiscal Impact Summary														
Fiscal Impact	Fund Number and Description	Available Budget Amount												
Exhibits Attached (copies of original agreements)														
<table><tr><td>1.</td><td>Rickerds Map</td><td>Rickerds Location.pdf</td></tr><tr><td>2.</td><td>Conceptual Site Plan</td><td>Site plan.pdf</td></tr><tr><td>3.</td><td>Sec 86-174 Review Criteria</td><td>Rickerds Review Criteria and Finding.pdf</td></tr><tr><td>4.</td><td>Front Setback Variance</td><td>Front Setback Variance.pdf</td></tr></table>			1.	Rickerds Map	Rickerds Location.pdf	2.	Conceptual Site Plan	Site plan.pdf	3.	Sec 86-174 Review Criteria	Rickerds Review Criteria and Finding.pdf	4.	Front Setback Variance	Front Setback Variance.pdf
1.	Rickerds Map	Rickerds Location.pdf												
2.	Conceptual Site Plan	Site plan.pdf												
3.	Sec 86-174 Review Criteria	Rickerds Review Criteria and Finding.pdf												
4.	Front Setback Variance	Front Setback Variance.pdf												

5.	Application	Application.pdf
6.	Legal Ad	VAR Legal AD.docx

Rickerds Pool Variance



1216 Shorecrest Circle

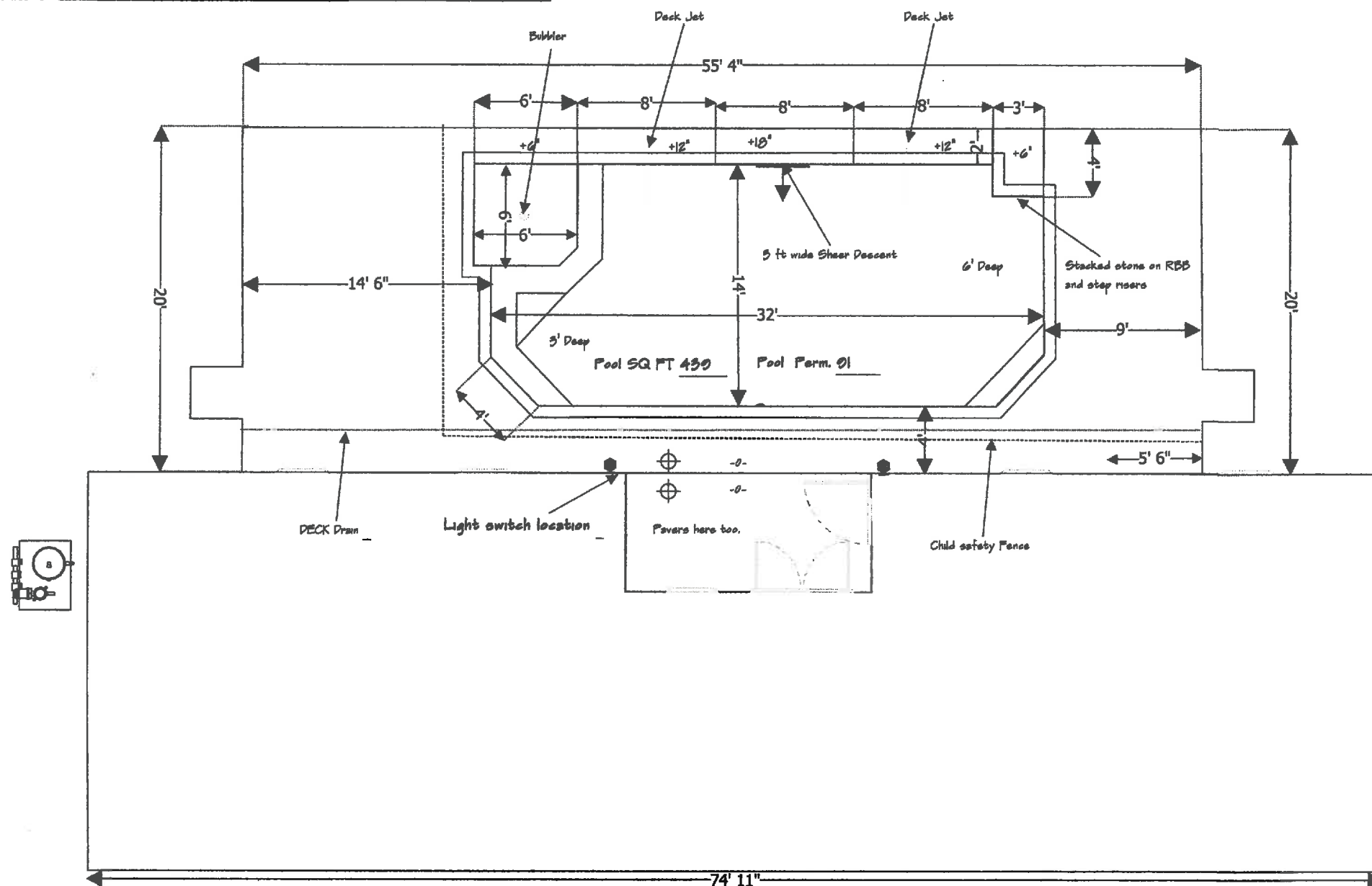




ERICKSON POOLS

construction, supplies and service

16135 E. Hwy. 50 Ste 202
Clermont, FL 34711
Phone-407.905.2745
Fax-407.905.2760
www.epoolsandspas.net



SPECIAL NOTES:

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

Customer

Date

Client Information

NAME: Mr. & Mrs. Rickerds

ADDRESS: 1216 Shorecrest Cr.

CITY: Clermont

STATE: FL

ZIPCODE:

PHONE: 813-334-9089

OTHER PHONE:

JOB#:

Pool Construction Specifications

Pool Area: 439 Length: 32 Width: 14

Perimeter: 91 Depth: 3 to 6 Access: Right side

Raised Beam 6" LF: 11 Raised Beam 12" LF: 16 Raised Beam 18" LF: 8

Dig & Haul: Yes Ultra Mini Dig yes Access Fence: by Owner

Slab Demo Sq. Ft: Pavers removed by Owner Sprinkler Capped: Owner

Prestrip for Layout?: yes 36 sq ft Beach area: yes

SPA SPECS

Size: Perimeter: Jets:

Raised: Spa Spillway Type:

PLUMBING TILE & ELECTRIC

2 Spd Pump Pentair Filter: 200 Pentair

Pool Cleaner Horner Robot Pool Heater N/A Sanitation: Rainbow

Pool Light: LED

Remote Controls: N/A

Water Feature: 3 ft Sheer Descent Deck Jets: 2

Water Feature: One Bubbler

DECK SPECS

Deck Type: Pavers Area: 603 Coping: Brick 97'

Deck Type: Area: Footers LF: 95.5

Existing Lanai Pavers Area: 97 Cantilever LF:

Deck Drain Type or Color & Lin Ft: field drains 50 ft 56

Turndown 6" / LF: 9 Turndown 12" / LF: 16 Turndown 18" / LF: 8

Steps Tread Type: coping All Steps LF: 14 Steps Riser Type: S.Stone

Termite Treatment EP Retaining Wall Type & Height N/A

Planters LF & SF: N/A Screen Removal:

Child Barrier Fence LF 62 Alarms # 0

INTERIOR FINISH

Type: Quartz

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

DESIGNED BY: David Wolff

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

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

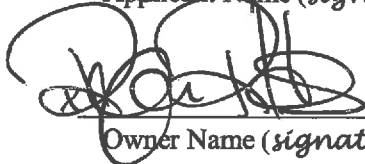
Applicant Name (print)



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
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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%	





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	
Tuesday, December 9, 2014	
Agenda Item Name	
Resolution No. 2014-21 <i>Woodwinds Apartments</i>	
Requested Action	
Move to approve Resolution No. 2014-21	
Staff Report	
The Woodwinds Apartments project is a proposed multi-family development consisting of 104 apartments with onsite amenities that include a community center and pool. A revised site plan was received on November 10, 2014 along with a new conceptual elevation plan for the Woodwinds project. The applicant was allowed time to work with the citizens in the area and come up with some solutions to improve the project. The updated site plan is different from the previous plan. The number of units has been slightly lowered, from 108 to 104. The total number of 2 bedroom and 3 bedroom units has also changed. Based upon this change, the parking requirements have been reduced. The layout of the buildings and associated parking have been rearranged to eliminate the need for variances. The applicant will no longer be seeking a variance request for cut and fill, retaining wall heights, and height of buildings. However, a gated entry has been added and a variance will be needed for this feature. With the submitted changes, staff is still able to recommend approval of the proposed CUP request for a PUD with 104 apartments. <u><i>Staff's original analysis from the August 26, 2014 meeting is provided for informational purposes only:</i></u> 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.

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.

Legal Impact		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution	2014-21.pdf	
2. CUP Conditions	CUP Conditions Woodwinds Apts.docx	
3. Conceptual Elevation Plan	Powell Studio Architecture Woodwinds Elevation Nov 2014.jpg	
4. Surrounding Conditions	Woodwinds Apts Surrounding Conditions.docx	
5. Woodwinds Maps	Woodwinds Apts Maps.pdf	
6. Site plan	Woodwinds Development 11-10-14.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	

**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 104 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 104 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 a Planned Unit Development for a proposed 104 unit apartment development; 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 November 9, 2014 prepared by Cribb, Philbeck, Weaver Group, 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 104 apartments with onsite amenities that include a community center and pool on 10.12 acres, for a density of 10.28 dwelling units/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 Best Management Practices (BMP) 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 (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).

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 November 10, 2014 by Powell Studio Architecture.
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 9th day of December, 2014.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

CUP CONDITIONS:

Section 1 - General Conditions

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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).

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WOODWINDS DEVELOPMENT

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

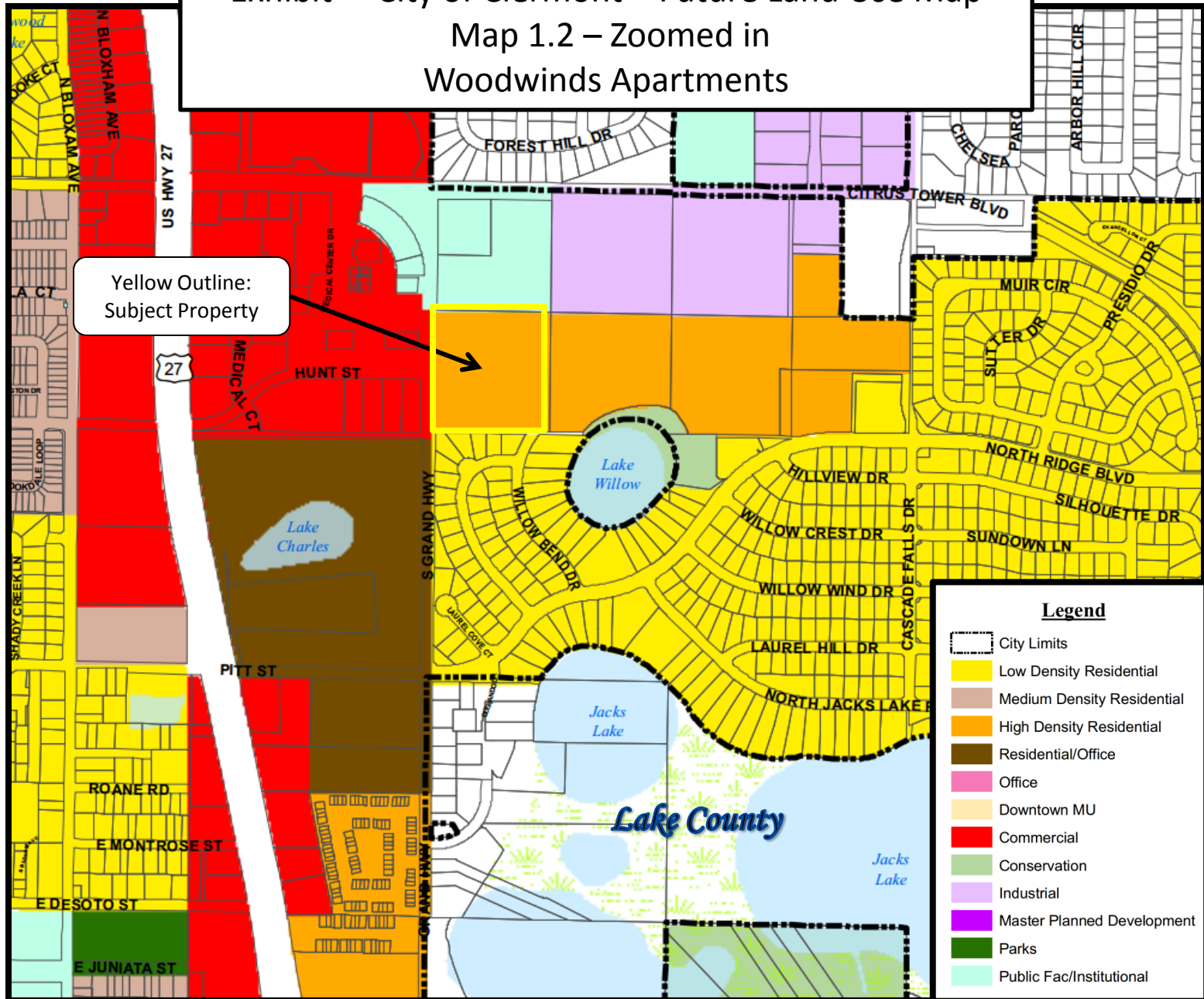
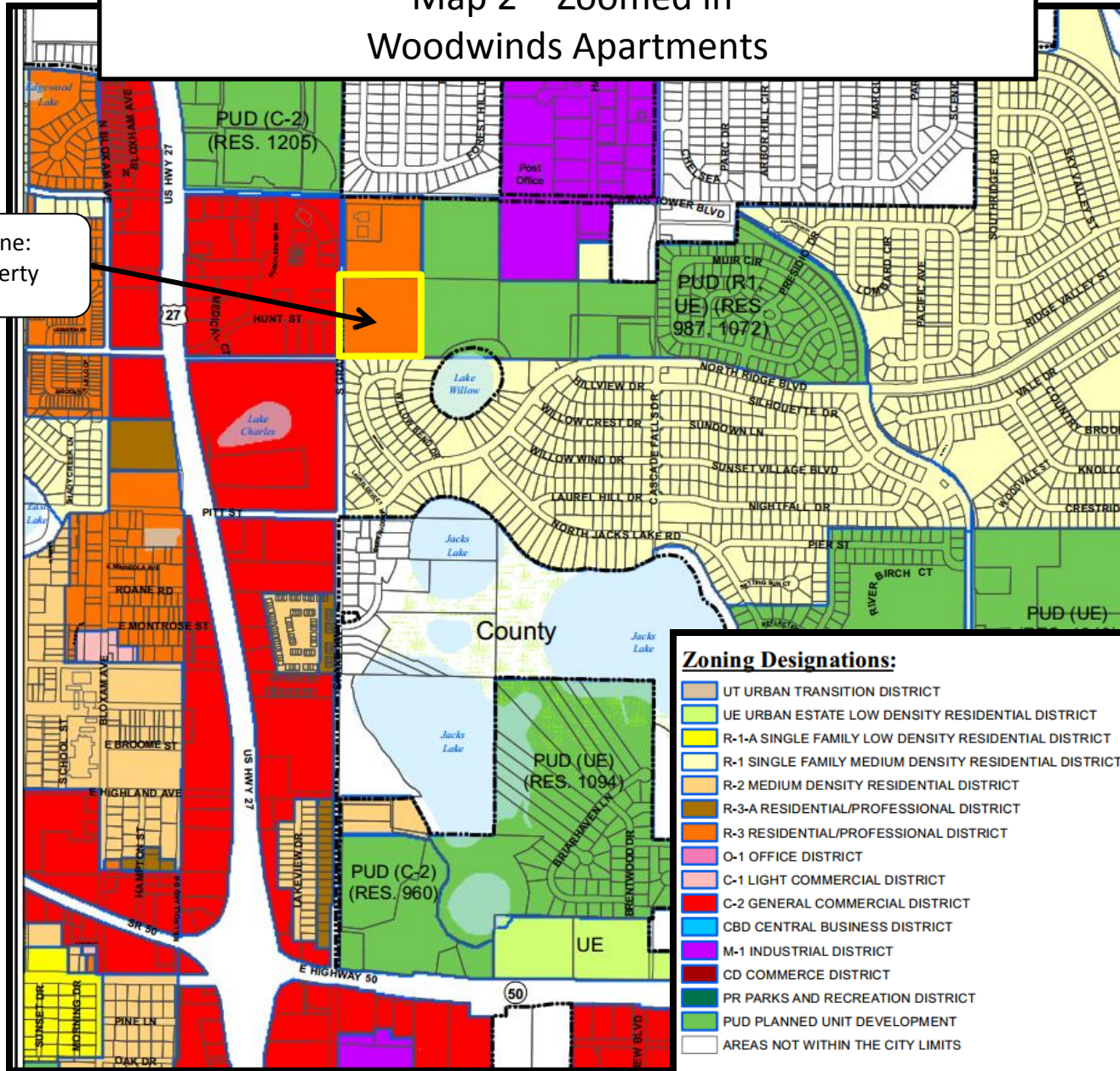
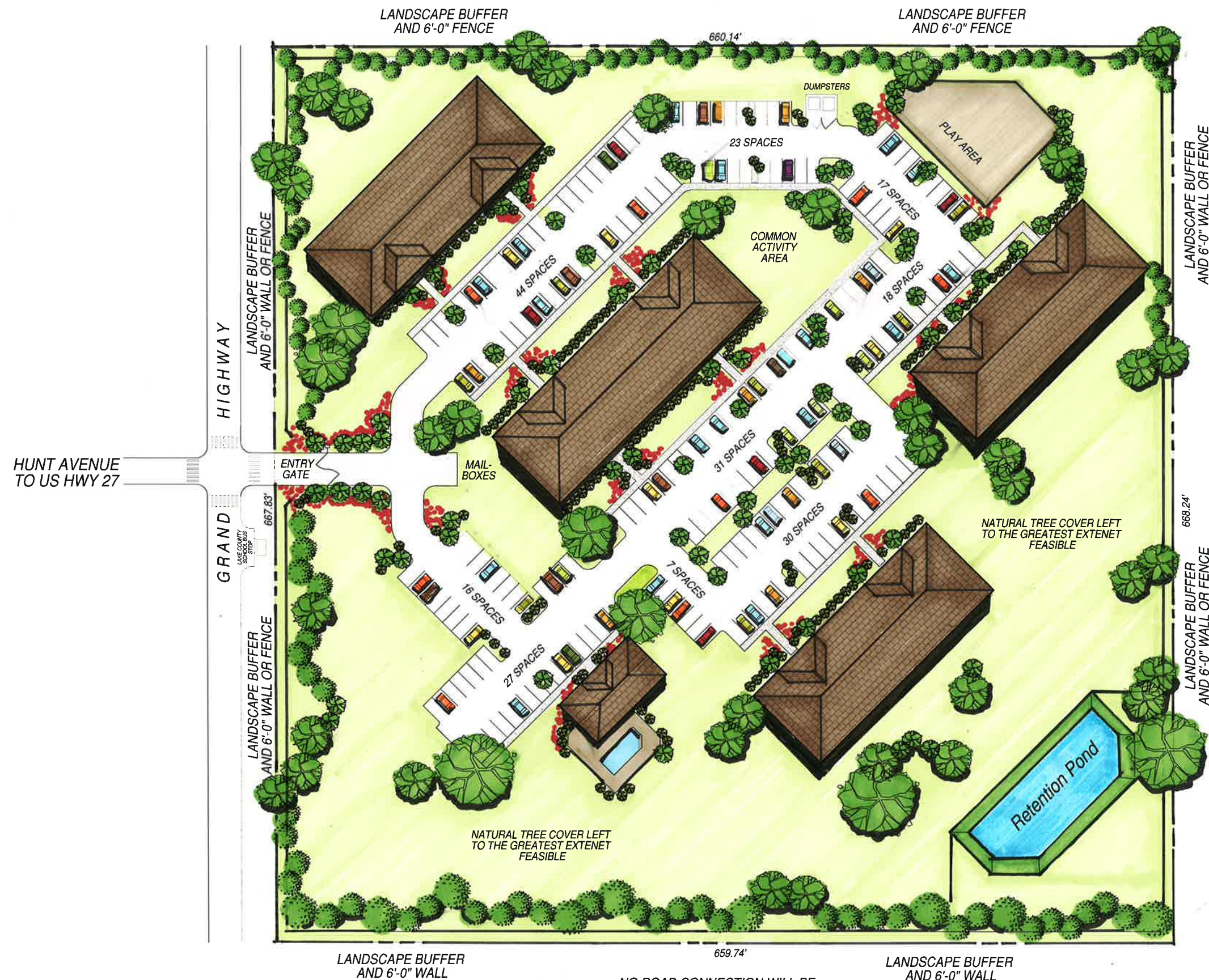


Exhibit – City of Clermont – Zoning Map

Map 2 – Zoomed in Woodwinds Apartments

Yellow Outline:
Subject Property





SITE TABULATION:
 BUILDING 1 - 70' X 180' (24 Units)
 BUILDING 2 - 70' X 210' (32 Units)
 BUILDING 3 - 70' X 180' (24 Units)
 BUILDING 4 - 70' X 180' (24 Units)
 CLUBHOUSE 2850 SF (MOL)

24 - 1 Bedroom
 48 - 2 Bedrooms
 24 - 3 Bedrooms
 104 Total Units

200 Standard Spaces
 10 ADA Compliant Spaces
 210 Parking Spaces

Note: Perimeter of property will have 6'-0" fence or wall on the north, east and west property lines and a 6'-0" wall along the south property line. All walls to in compliance with setback requirements. Both wall or fences shall offset to provide "natural tree cover left to the greatest extent feasible".

CPWG

CRIBB PHILBECK WEAVER GROUP



SITE PLAN **WOODWINDS DEVELOPMENT**

Scale: 1" = 40.0' (24X36)
 1" = 80.0' (11X17)



Revised 11/09/14

NO ROAD CONNECTION WILL BE
 MADE OR ALLOWED INTO
 NORTHRIDGE SUBDIVISION



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		
Tuesday, December 9, 2014		
Agenda Item Name		
Variance Request Woodwinds		
Requested Action		
Move to deny variance requests.		
Staff Report		
<i>This request was originally heard on August 26, 2014, and then tabled to November 12, 2014. At the request of the applicant, it was tabled again to December 9, 2014. Although the applicant is now proposing modifications to the related CUP request that would no longer require the variances, because it was tabled to a date certain, it is included again as a request on the December 9, 2014 Council agenda. The original staff report and support documents are included.</i> 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. Sec 86-174 Review Criteria	Woodwinds Apt Variance Sec 86-174 Review Criteria.docx	

2.	Location Map	Woodwinds Location Map.pdf
3.	Site Plan and Cut/Fill Calculations	2014-7-24 Woodwinds CUP.pdf
4.	Application	VAR application.pdf
5.	Legal Ad	VAR Legal AD-Nov 2014.docx

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.

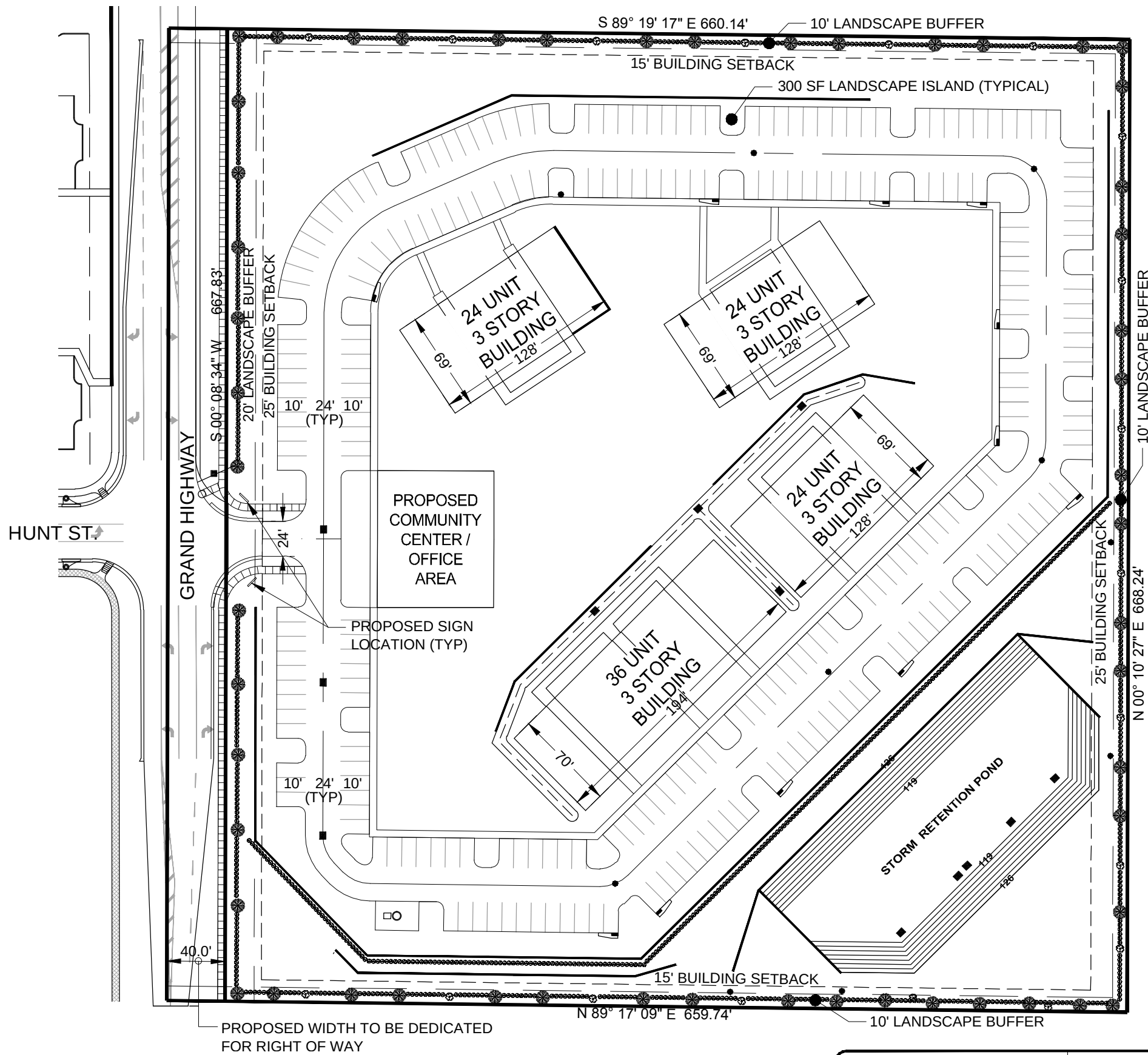
Positive finding

STAFF RECOMMENDATION:

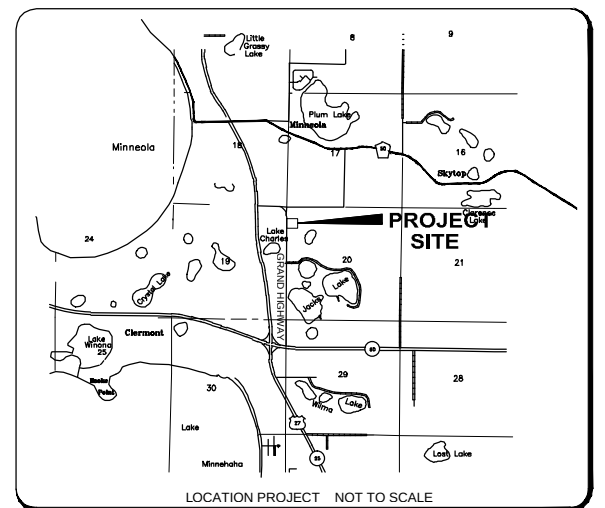
Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that **two** of the eight that do not meet these findings. Therefore, staff recommends denial of the three variance requests by the applicant to the Clermont Land Development Code.

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.

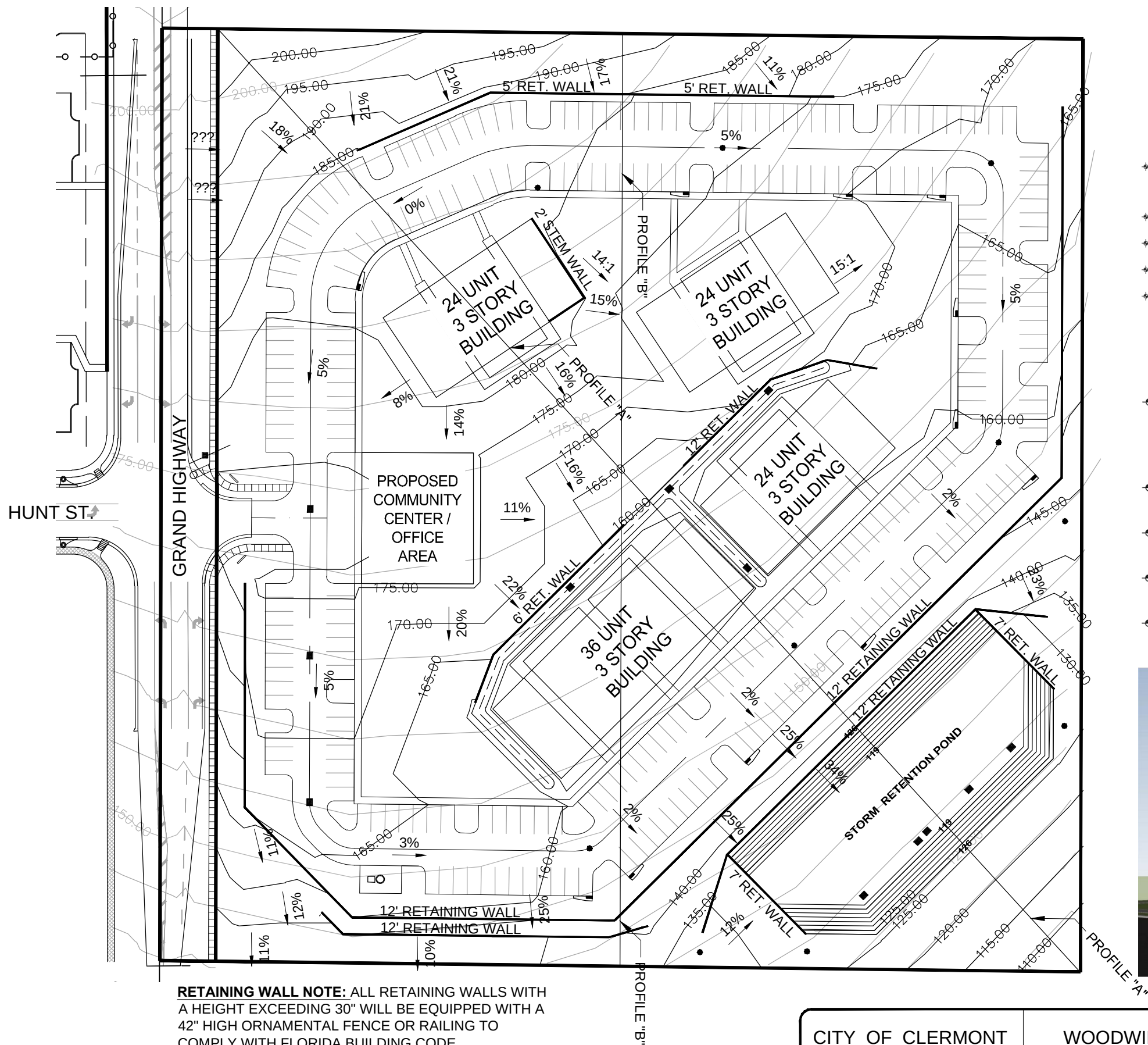
PROJECT INFORMATION:

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

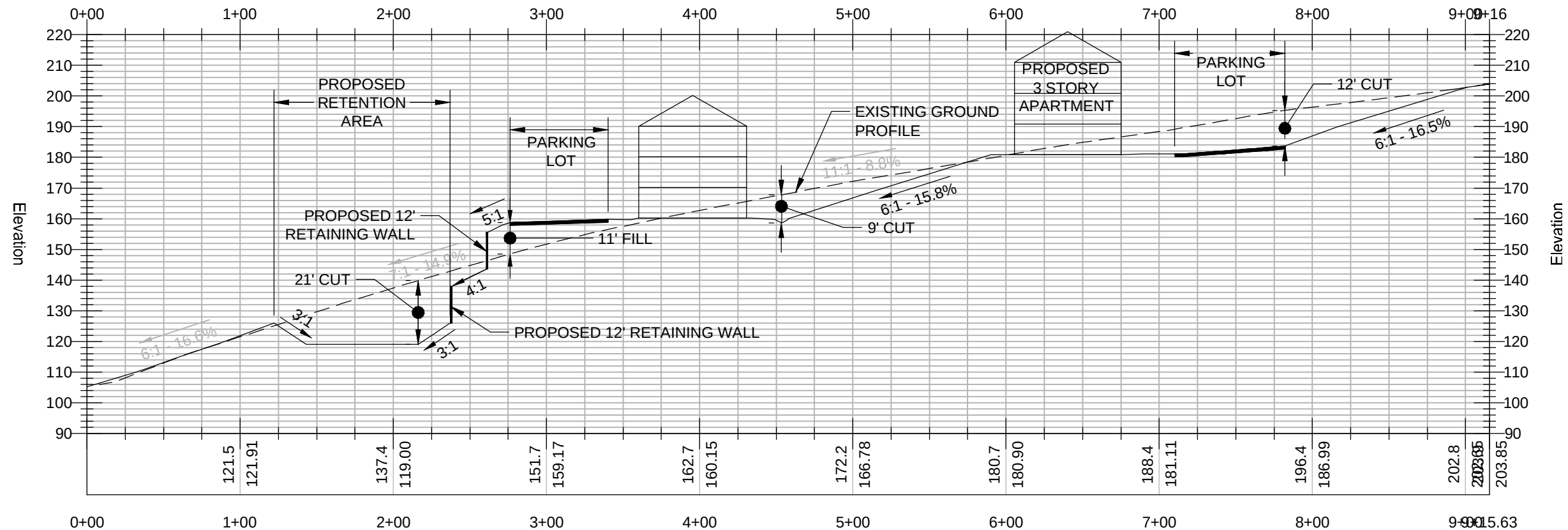
MONTVERDE
ENGINEERING INC.
P.O. BOX 280118, MONTVERDE, FL 34781 - PHONE 407-466-4529

SHEET NO.

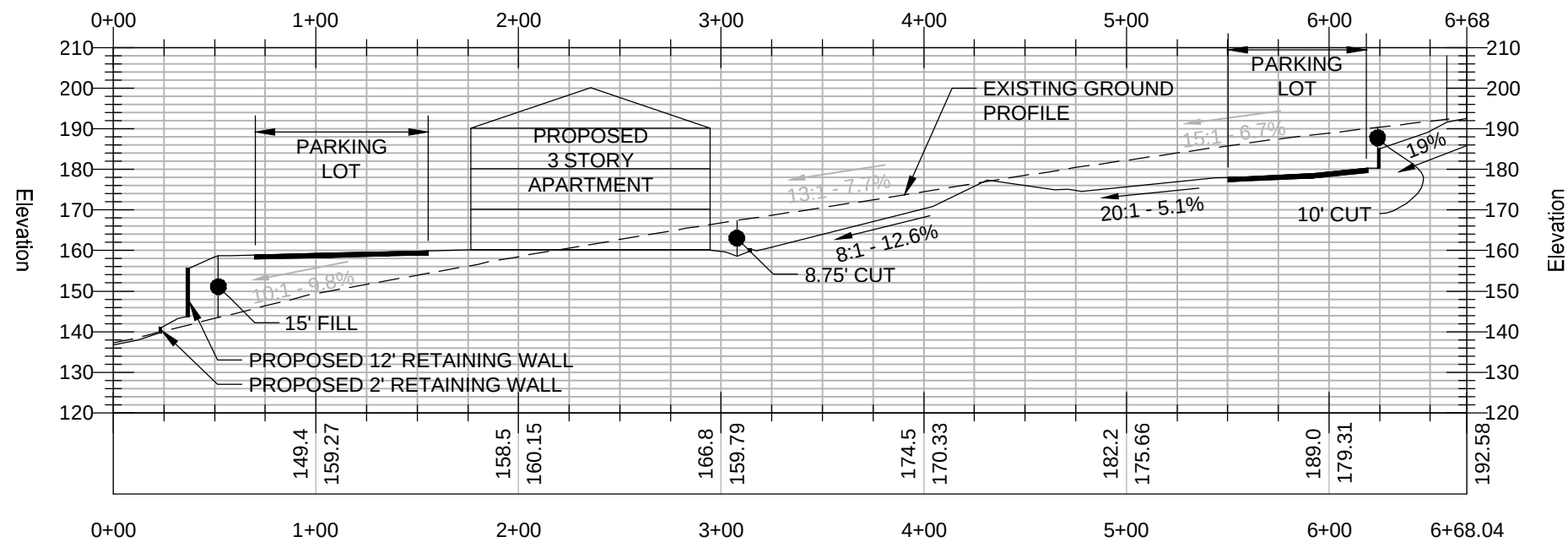
1 OF 1

DATE

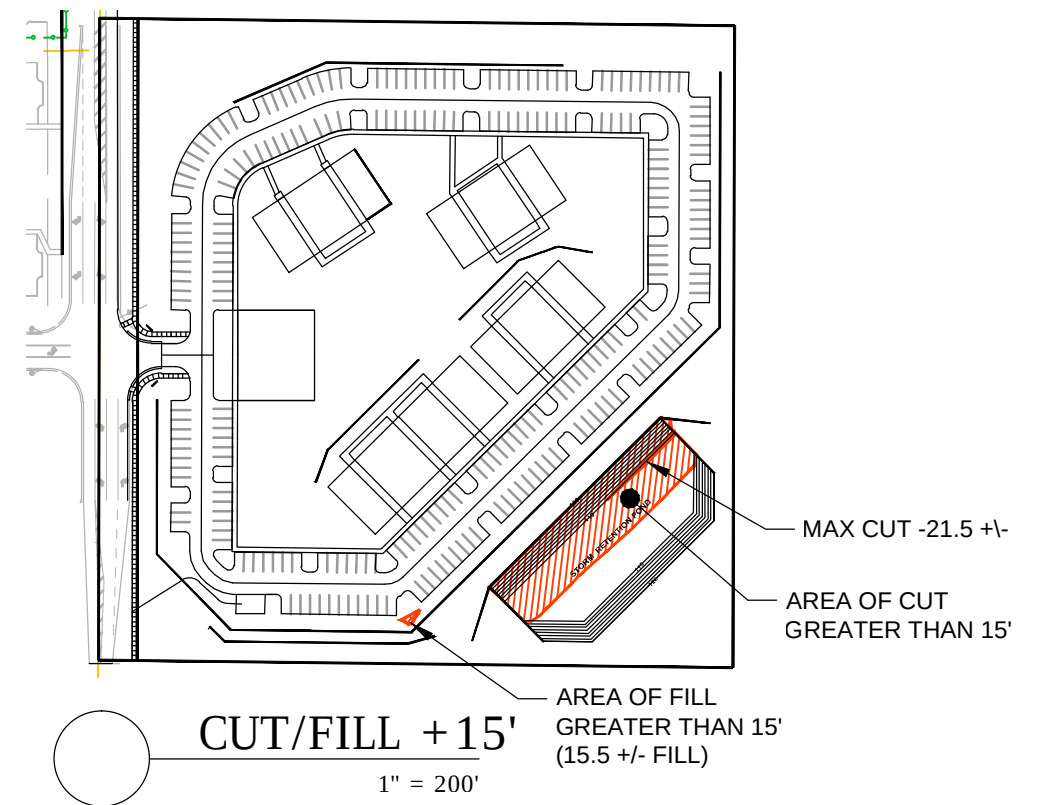
7/24/2014



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



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



CITY OF CLERMONT

WOODWINDS APARTMENTS

PE# 36859
COA# 5543
MONTVERDE
ENGINEERING INC.
P.O. BOX 280118, MONTEVERDE, FL 34708 - PHONE 407-466-4529

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		
Tuesday, December 9, 2014		
Agenda Item Name		
Ordinance No. 2014-30; <i>Final Hartwood Marsh Subdivision</i>		
Requested Action		
Motion to approve Ordinance No. 2014-30		
Staff Report		
The applicant, home builder D.R. Horton, is requesting annexation of a 19.94 +/- acre parcel located on the south side of Hartwood Marsh Road approximately ¾ mile east of the Hancock Road/Hartwood Marsh Road intersection. The property is within the City's Joint Planning Area and is contiguous to the City on two sides, east and south of subject property. Water and sewer are available to serve the site and the site would be developed to City code. The applicant also has submitted applications for a large scale comprehensive plan amendment and rezoning. Annexation of this site is consistent with the Goals, Objectives and Policies of the Comprehensive Plan. Staff recommends approval of the annexation.		
Legal Impact		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Ordinance	2014-30 Annexation ord.pdf
2.	Location map	Annexation Map.pdf
3.	Application	ANN application.pdf
4.	Legal ad	ANN legal ad.docx

CITY OF CLERMONT
ORDINANCE No. 2014-30

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

WHEREAS, the City Council of the City of Clermont, Florida has received a Petition for Annexation of a parcel of land contiguous to the present corporate limits under Section 171.044, Florida Statutes; and

WHEREAS, the City Council of the City of Clermont, Florida, has determined that it is in the best interest of the City and of the property herein sought to be annexed that the City annex the following described property; and

WHEREAS, the City Council has determined that the area sought to be annexed is contiguous to the City and is in need of the services which the City can offer and the City has determined that such area sought to be annexed will be substantially benefited by annexation; and

WHEREAS, the City Council has determined that all requirements of Section 171.044, Florida Statutes, have been met.

SECTION 1.

NOW, THEREFORE, BE IT ORDAINED, under the provisions of Florida Statute Chapter 171 and the General and Special Laws of the State of Florida; that the City of Clermont, Florida, does hereby annex to and make part of its corporate boundaries; the following described property contiguous to the present City boundary, to-wit:

Legal Description

Parcel 2

A parcel of land lying in the southeast quarter of Section 10, Township 23 South, Range 26 East being described as follows:

Commence at the northwest corner of Lot 28, Southern Fields Phase 1, according to the plat thereof as recorded Plat Book 53, Pages 30-32, Public Records of Lake County, Florida for a point of reference; thence run south 89°58'20" east, along the north line of said Southern Fields Phase 1, 663.08 feet to the point of beginning; thence run north 00°47'10" east, 1294.52 feet to the south right-of-way line of Hartwood Marsh Road; thence run north 89°59'36" east, along said south right-of-way line, 671.06 feet to the west line of aforesaid Southern Fields Phase 1; thence departing said south right-of-way line, run south 00°47'10" west, along said west line,

CITY OF CLERMONT
ORDINANCE No. 2014-30

1294.92 feet to the north line of aforesaid plat of Southern Fields Phase 1; thence run north 89°58'20" west, along said north line, 671.06 feet to the point of beginning.

The above described parcel of land lies in Lake County, Florida and contains 19.944 acres more or less.

SECTION 2.

That the aforescribed property shall be and hereby is made part and parcel of the City of Clermont, Florida, and that said property shall be subject to all of the laws, ordinances, and provisions pertaining to the City of Clermont.

SECTION 3.

All property aforescribed shall henceforth be subject to ad valorem taxation by the City of Clermont, and any other general or special taxes or assessments.

SECTION 4.

Should any section or part of a section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply or affect any other provision of this Ordinance, except to the extent that the entire section or part of the section may be separable in meaning and effect from the section to which such holding shall apply.

SECTION 5.

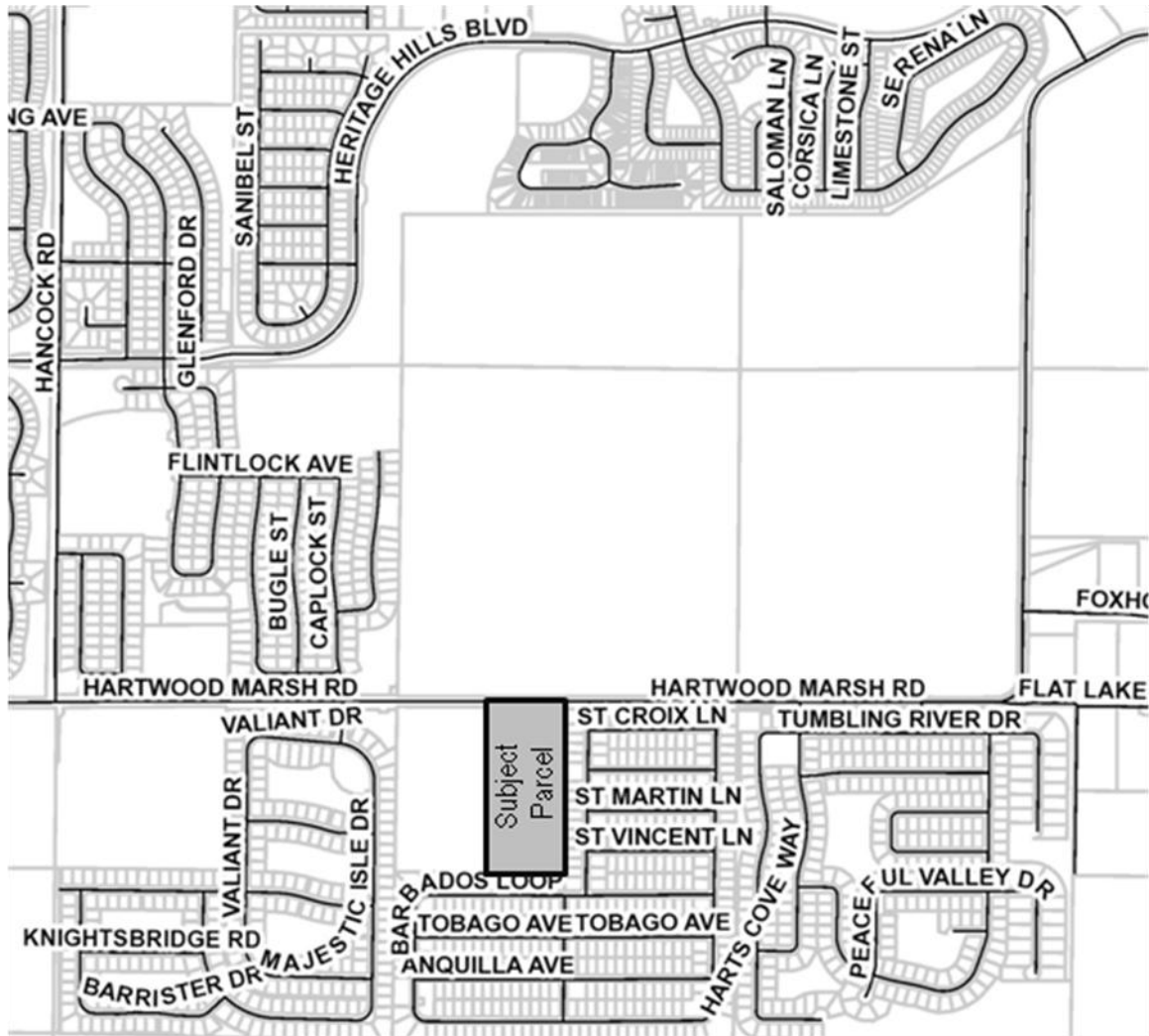
This Ordinance shall be recorded in the public records of Lake County, Florida.

SECTION 6.

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. 2014-30

Location map:



CITY OF CLERMONT
ORDINANCE No. 2014-30

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

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Dan Mantzaris, City Attorney

Location Map Hartwood Marsh Subdivision





**CITY OF CLERMONT
ANNEXATION
APPLICATION & PETITION**

DATE: 8/28/2014

FEE: \$50.⁰⁰

Please type or print – use black pen/ink only.

PROJECT NAME (if applicable): Hartwood Marsh Subdivision

APPLICANT: D. R. Horton, Inc.

Address: 6200 Lee Vista Blvd., Suite 400

City: Orlando State: FL Zip: 32822

Phone: 407/468-3054 Fax: 888/691-2996

Applicant is: Owner: ☐ Agent: ☐ Purchaser: ☒ Lessee: ☐ Optionee: ☐

OWNER: Sharon Bongard

Address: 193 Pascack Road

City: Woodcliff Lake State: NJ Zip: 07677

Phone: 201/391-2434 Fax:

AGENT NAME (Affidavit required): IBI Group, Inc.

Address: 2300 Maitland Center Parkway, Suite 101

City: Maitland State: FL Zip: 32751

Phone: 407/662-2120 Fax:

E-Mail: matt.young@ibigroup.com

Property address and/or general location: The subject property is located approximatey
1.33 miles east of U.S. Highway 27 on Hartwood Marsh Road.

Area of property: 19.94 +/- acres, and/or +/- sq. ft.

The property is PRESENTLY used for: Agriculture Timber

The property is PROPOSED to be used for: Single Family Subdivision

Existing Lake County Land Use* : Urban Low Density

Existing Lake County Zoning* : Agriculture

*** NOTE: All property annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.**

Number of existing structures on the property and their present use: None

State the reason or basis for this request: The subject property is an enclave within the City of Clermont comprehensive plan, annexation is required to provide the developed property with city utility services.

EXACT LEGAL DESCRIPTION as shown on the Tax Receipt or Warrant Deed.
(attach copy).

Section 10, Township 23 South, Range 26 East

Sheet attached Exhibit "A"

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

**PETITION OF LANDOWNER(S) FOR ANNEXATION
OF CERTAIN PROPERTY TO THE CITY OF CLERMONT**

WE, the undersigned landowner(s) pursuant to the provisions of Chapter 59-1497 (Senate Bill No. 912), Laws of Florida, Regular Session 1959, entitled

AN ACT TO AMEND CHAPTER 9820, LAWS OF FLORIDA, SPECIAL ACT OF 1923, AS AMENDED, BEING THE CHARTER OF THE CITY OF CLERMONT, FLORIDA, TO PROVIDE ENABLING LEGISLATION FOR THE FUTURE ANNEXATION OF CONTIGUOUS TERRITORY BY PETITION AND CONSENT OF THE LANDOWNER(S) IN THE AREA SOUGHT TO BE ANNEXED: PROVIDING THAT SAID PROVISIONS SHALL BE CUMULATIVE: PROVIDING THAT THE PROPERTY ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY, AND PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL OF SUCH TERRITORY HAD BEEN A PART OF THE CITY OF CLERMONT AT THE TIME OF THE PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES, AND FIXING EFFECTIVE DATE,

hereby petition that the hereinafter described real estate be annexed to, and become a part of the city limits of the City of Clermont, a municipal corporation in Lake County, Florida, created and existing pursuant to Chapter 9820, Laws of Florida, Special Acts of 1923, and amendatory and supplementary acts thereto, and we, jointly and severally, consent to such annexation of such area to said City of Clermont and upon annexation sought by this petition, all of the property, real and personal, within such area, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties and privileges of said City of Clermont, Florida and the said property shall be liable, proportionally, for all the present outstanding and existing, as well as future, indebtedness of the said City of Clermont; that all of the ordinances of the City of Clermont and all laws heretofore passed by the Legislature of the State of Florida, relating to and which now or hereafter constitute its Charter shall apply to have the same force and effect in such territory as may be annexed under the provisions hereof as if all of such territory had been part of the City of Clermont at the time of the passage and approval of said laws and ordinances.

IN WITNESS WHEREOF, we, the undersigned landowners, as petitioners, have hereunto set our hands and seals as of the 28 day of August, 2014.

Legal description of the property: (Type, print in black ink, or attach a copy of the warranty deed or current tax receipt).

Sharon Bongard

Sharon Bongard
Landowner (Petitioner)

8/28/2014
Date

Fariba Negahban
Notary Public

My Commission Expires



OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: 8/28/2014

Before me, the undersigned authority personally appeared Sharon Bongard
(owner(s) name), who being by me duly sworn on oath, deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires an ANNEXATION to allow:
Development of the property to utilize City of Clermont utility services.
3. That said authority (owner) has appointed (agent's name)
Matt R. Young IBI Group, Inc. to act in its behalf to accomplish the above, and before me the undersigned authorized agent personally appeared and being by me duly sworn on oath, deposes and says:

A. That he/she affirms and certifies that he/she understands and will comply with all Ordinances, Regulations, and Provisions of the City of Clermont, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the City of Clermont, Florida, and are not returnable.

B. That the Submittal requirements for the application have been completed and attached hereto as part of that application.

x Sharon Bongard
Owner (signature)

x [Signature]
Agent's (signature)

Sworn to and subscribed before me this 28 day of August, 2014.

Sworn to and subscribed before me this 28th day of August, 2014.

[Signature]
Notary Public, State of FL
My commission expires:

[Signature]
Notary Public, State of FL
My commission expires:

*Note: Owner must sign affidavit. When agent is representing case, both agent and owner must sign affidavit.

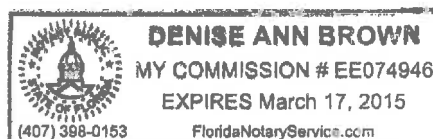


Exhibit 'A'

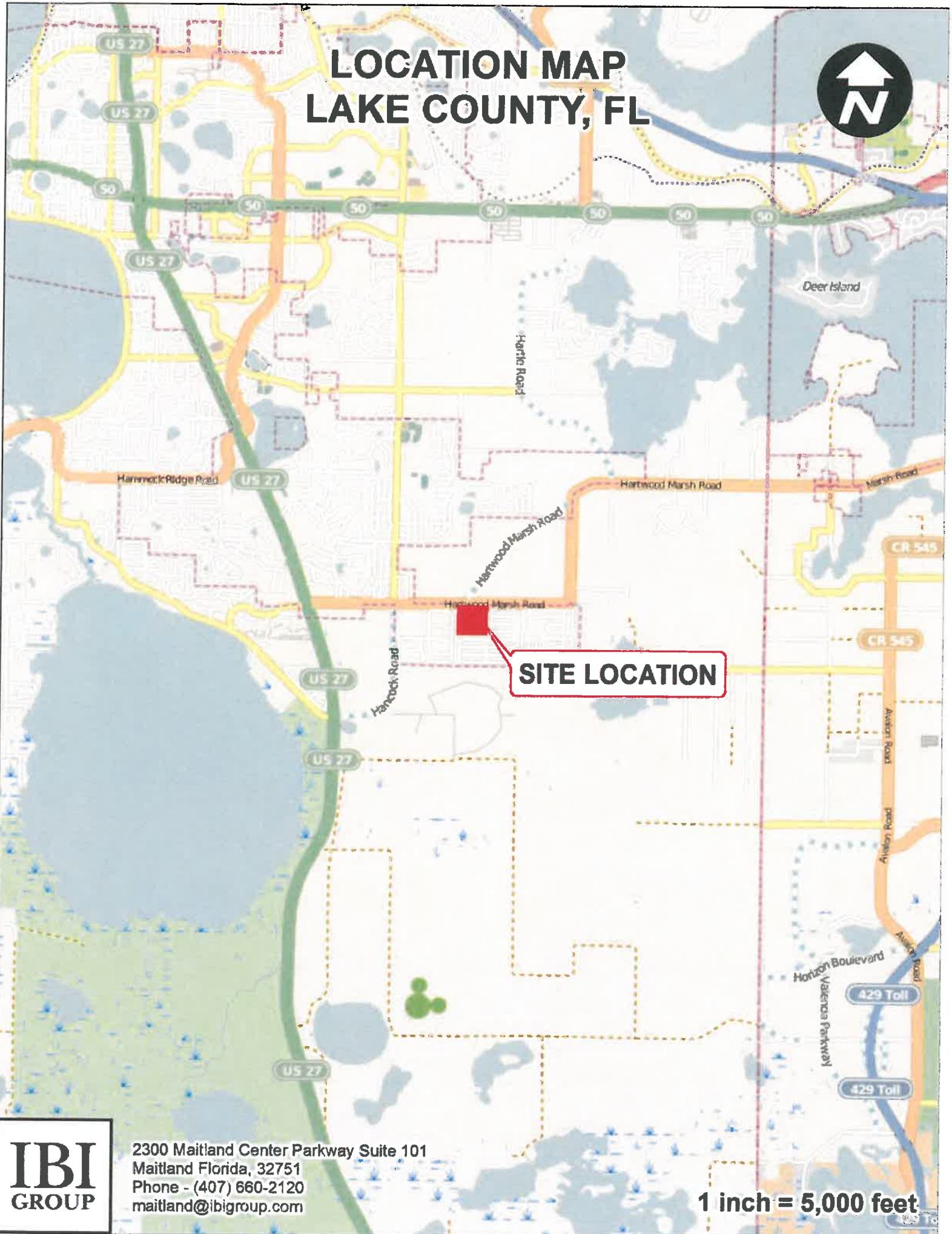
Legal Description
Parcel 2

A Parcel of Land Lying in the Southeast Quarter of Section 10, Township 23 South, Range 26 East Being Described as Follows:

Commence At the Northwest Corner of Lot 28, Southern Fields Phase 1, According To the Plat Thereof As Recorded Plat Book 53, Pages 30-32, Public Records of Lake County Florida for a Point Of Reference; Thence Run South 80°58'20" East, Along The north Line of Said Southern Fields Phase 1, 663.08 Feet to The Point Of Beginning; Thence Run North 00°47'10" East, 1294.52 Feet to The South Right-Of-Way Line Of Hartwood Marsh Road; Thence Run North 89°59'36" East, Along Said South Right-Of-Way Line, 671.06 Feet To The West Line of Aforesaid Southern Fields Phase 1; Thence Departing Said South Right-Of-Way Line, Run South 00°47'10" West, Along Said West Line, 1294.92 Feet To The North Line Of Aforesaid Plat Of Southern Fields Phase 1; Thence Run North 89°58'20" West, Along Said North Line, 671.06 Feet To The Point Of Beginning.

The Above Described Parcel of Land Lies In Lake County, Florida and Contains 19.944 Acres More Or Less.

LOCATION MAP LAKE COUNTY, FL



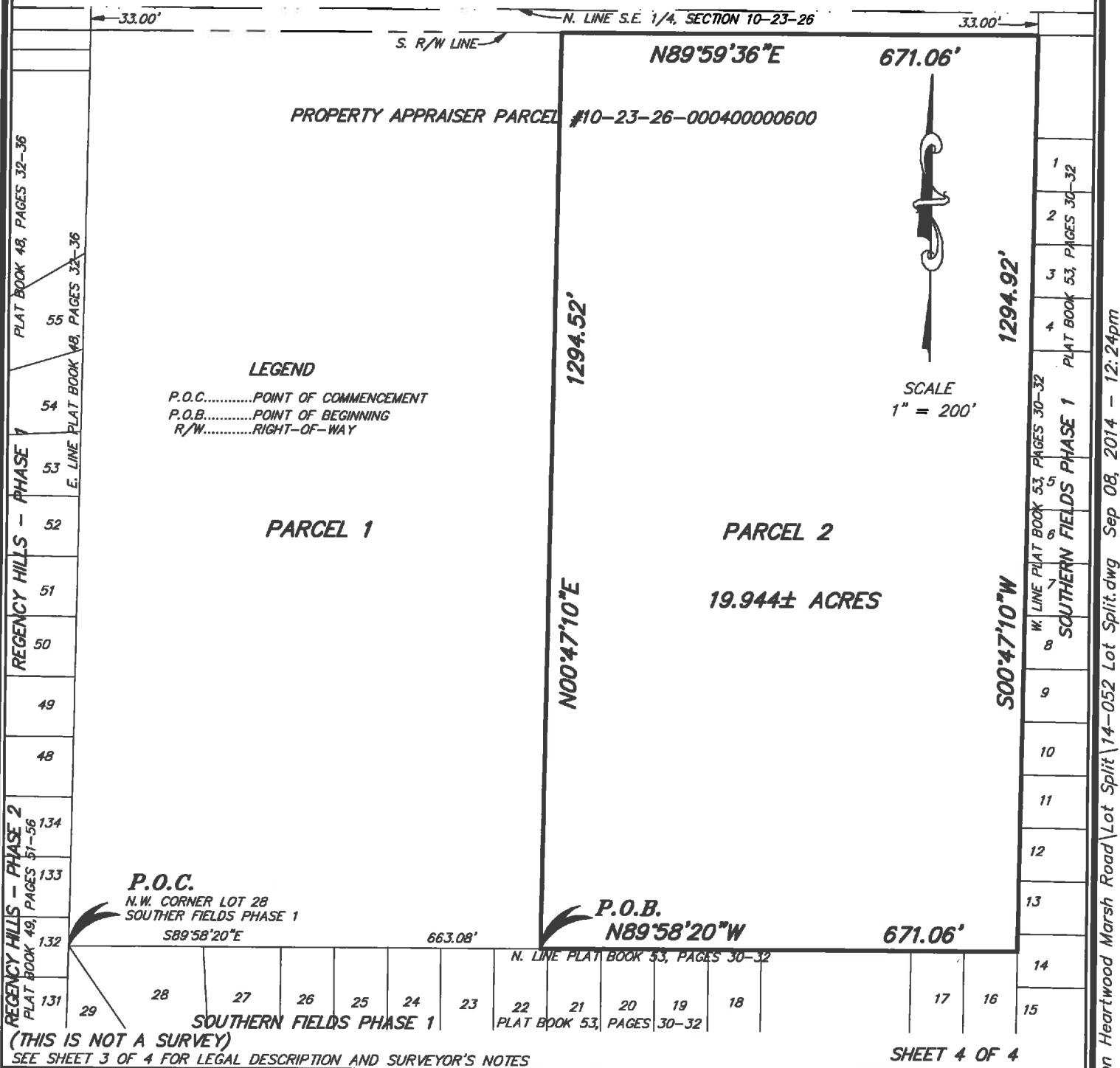
IBI
GROUP

2300 Maitland Center Parkway Suite 101
Maitland Florida, 32751
Phone - (407) 660-2120
maitland@ibigroup.com

1 inch = 5,000 feet

**LOT SPLIT EXHIBIT
PROPERTY APPRAISER PARCEL
#10-23-26-000400000600**

HARTWOOD MARSH ROAD
66' RIGHT-OF-WAY WIDTH



PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

WWW.PECONLINE.COM

SECTION 10, TOWNSHIP 23 SOUTH, RANGE 26 EAST

DATE: SEPTEMBER 4, 2014

PREP BY: T.W.B.

DRAWN BY: T.W.B.

JOB #: 14-052

O: 14-052 DR Horton Heartwood Marsh Road\Lot Split\14-052 Lot Split.dwg Sep 08, 2014 - 12:24pm

LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday December 9, 2014 at 7:00 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2014-30

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

LOCATION:

South of Hartwood Marsh Rd, approx. $\frac{3}{4}$ mile
east of Hancock Road and Hartwood Marsh Road Intersection

LEGAL DESCRIPTION:

Parcel 2

A parcel of land lying in the southeast quarter of Section 10, Township 23 South, Range 26 East being described as follows:

Commence at the northwest corner of Lot 28, Southern Fields Phase 1, according to the plat thereof as recorded Plat Book 53, Pages 30-32, Public Records of Lake County, Florida for a point of reference; thence run south 89°58'20" east, along the north line of said Southern Fields Phase 1, 663.08 feet to the point of beginning; thence run north 00°47'10" east, 1294.52 feet to the south right-of-way line of Hartwood Marsh Road; thence run north 89°59'36" east, along said south right-of-way line, 671.06 feet to the west line of aforesaid Southern Fields Phase 1; thence departing said south right-of-way line, run south 00°47'10" west, along said west line, 1294.92 feet to the north line of aforesaid plat of Southern Fields Phase 1; thence run north 89°58'20" west, along said north line, 671.06 feet to the point of beginning.

The above described parcel of land lies in Lake County, Florida and contains 19.944 acres more or less.

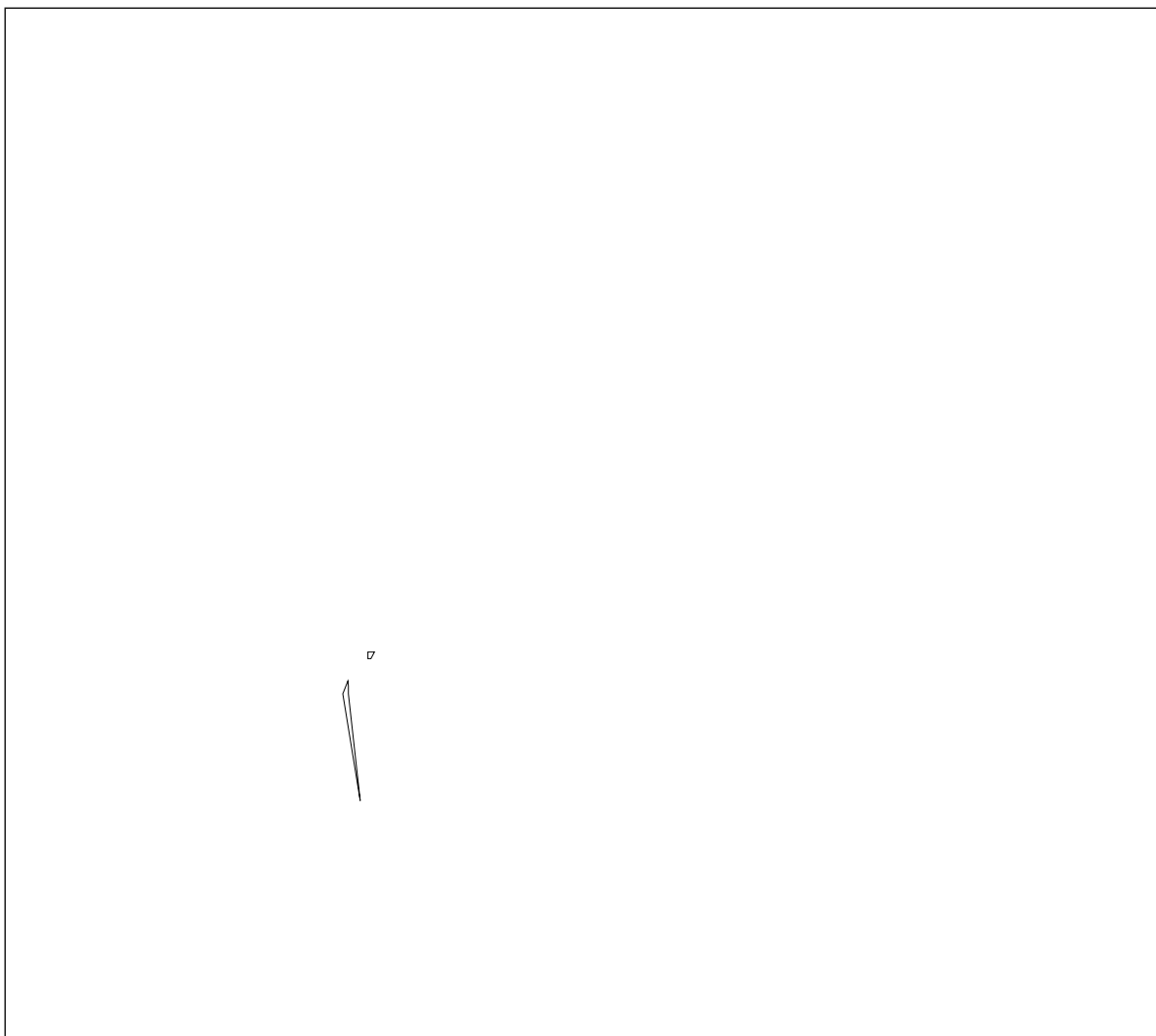
See Map Below

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, MMC

City Clerk
Daily Commercial
October 7 and November 25, 2014





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, December 9, 2014	
Agenda Item Name	
Ordinance No. 2014-31; <i>Final Hartwood Marsh Subdivision</i>	
Requested Action	
Move to approve Ordinance No. 2014-31.	
Staff Report	
The applicant, home builder D.R. Horton, is requesting a future land use map amendment to change from Lake County Urban Low Density to the City's Low Density Residential Future Land Use Category. The subject parcel is located on the south side of Hartwood Marsh Road approximately $\frac{3}{4}$ mile east of the Hancock Road/Hartwood Marsh Road intersection. The property is currently in planted pines. The property has been previously included in the Wellness Way Sector Plan; however, the applicant would like to move forward on this request due to timing of the market. The applicant is proposing to develop the eastern half of the overall 40-acre site, or 19.94 +/- acres. At this time, the western 20 acres of the parent parcel is being retained by the current owner. The applicant also has submitted applications for annexation and rezoning to R-2. The subject parcel is surrounded by the City of Clermont and is adjoined on two sides by the City. The existing Future Land Use in this area is predominantly City of Clermont Low Density Residential. Under Lake County's Urban Low Density Future Land Use designation, the maximum density allowable is 4 dwelling units per acre. The City's Low Density Residential Land Use is 3 dwelling units per acre. The City's Future Land Use caps density at a lower level. The density proposed by the applicant is 2.66 units per acre. The property has City utilities available and would be developed to City standards. The City of Clermont's comprehensive plan policies support this request. The City has received letters from state agencies reviewing the comprehensive plan amendment. All the letters received except one from the Department of Education (DOE) indicated no comment or concern regarding the adopted change. The DOE has directed the applicant to work closely with the City and school district to determine how to address student generation from the proposed development and school overcrowding. Prior to building permit issuance, school concurrency will be addressed by the applicant and the Lake County School Board. Staff recommends approval and adoption of the proposed Future Land Use Map amendment from Lake County Urban Low to City of Clermont's Low Density Residential Future Land Use Category. <i>Commissioner Bernadette Dubuss moved to recommend approval of the large-scale comprehensive plan amendment; seconded by Commissioner Herb Smith. The vote was unanimous to recommend approval for the large-scale comprehensive plan amendment.</i>	
Legal Impact	

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	2014-31 Comp Plan Amend.pdf	
2. Maps	Hartwood Marsh DR Horton Maps.pdf	
3. School impact	Hartwod Marsh School Board comments.pdf	
4. FDOT memo	Clermont 14-1ESR Proposed Review Memo FDOT.doc	
5. FDOT letter	Clermont 14-1ESR Proposed CPA11192014 FDOT.doc	
6. DEO/St Johns letter	DEO-St. Johns.pdf	
7. Minutes	P&Z Minutes - Lg-scale.pdf	
8. Application	CPA application.pdf	
9. Legal ad	CPA Legal Ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2014-31

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

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on June 23, 2009, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Comprehensive Plan of the City of Clermont may be amended pursuant to Florida Statute 163.3187; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Clermont have held public hearings on the proposed amendment to the plan in light of written comments, proposals and objections from the general public;

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

Section 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Future Land Use Map of the Comprehensive Plan of the City of Clermont is hereby amended by changing the following described property as shown:

LEGAL DESCRIPTION

Parcel 2

A parcel of land lying in the southeast quarter of Section 10, Township 23 South, Range 26 East being described as follows:

Commence at the northwest corner of Lot 28, Southern Fields Phase 1, according to the plat thereof as recorded Plat Book 53, Pages 30-32, Public Records of Lake County,

CITY OF CLERMONT
ORDINANCE No. 2014-31

Florida for a point of reference; thence run south 89°58'20" east, along the north line of said Southern Fields Phase 1, 663.08 feet to the point of beginning; thence run north 00°47'10" east, 1294.52 feet to the south right-of-way line of Hartwood Marsh Road; thence run north 89°59'36" east, along said south right-of-way line, 671.06 feet to the west line of aforesaid Southern Fields Phase 1; thence departing said south right-of-way line, run south 00°47'10" west, along said west line, 1294.92 feet to the north line of aforesaid plat of Southern Fields Phase 1; thence run north 89°58'20" west, along said north line, 671.06 feet to the point of beginning.

The above described parcel of land lies in Lake County, Florida and contains 19.944 acres more or less.

**CHANGE IN FUTURE LAND USE CLASSIFICATION
FROM LAKE COUNTY – URBAN LOW DENSITY
TO CITY OF CLERMONT LOW DENSITY RESIDENTIAL**

Section 2.

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.

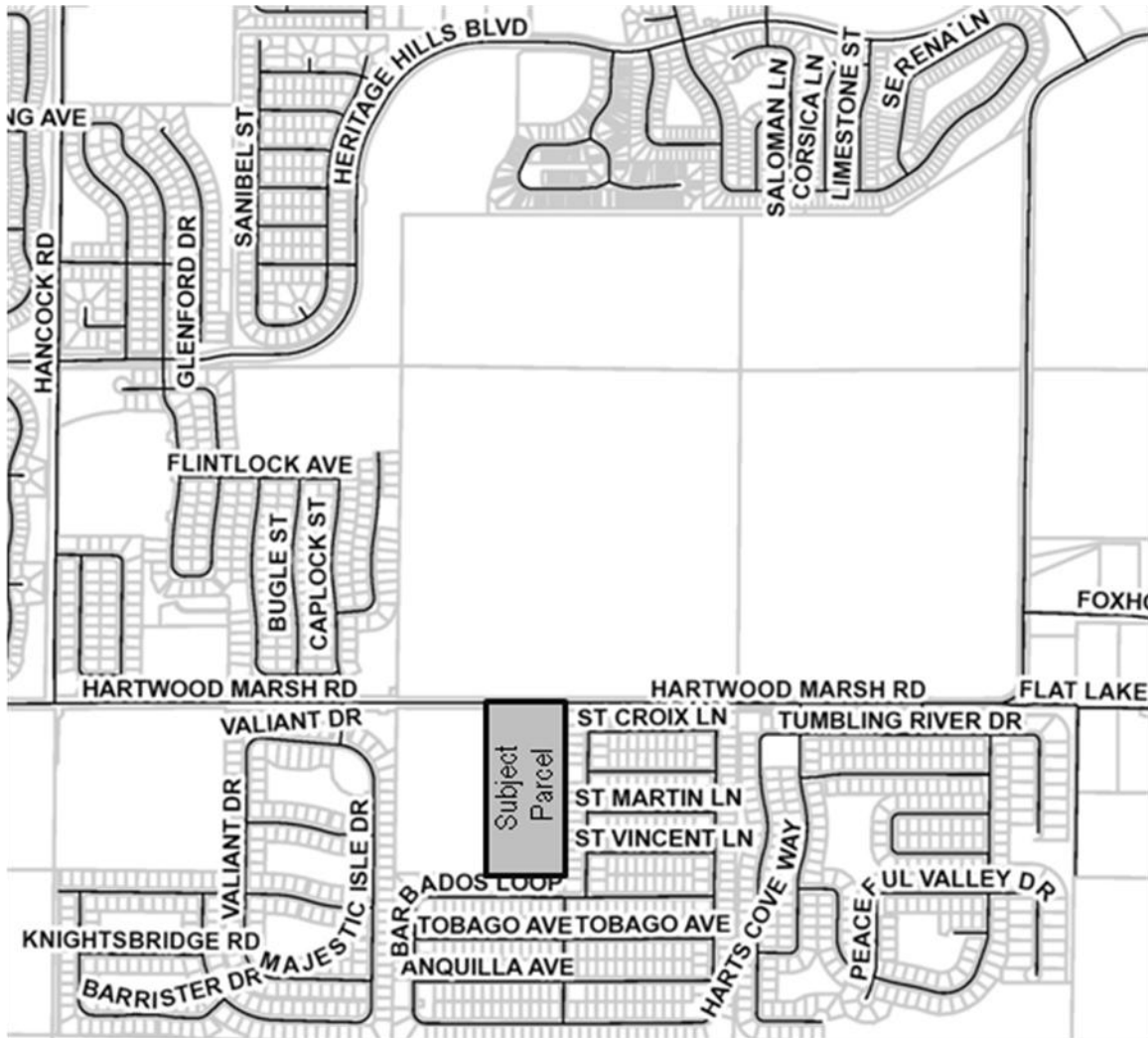
Section 3.

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

Section 4.

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. 2014-31



CITY OF CLERMONT
ORDINANCE No. 2014-31

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

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map
Hartwood Marsh Subdivision



Exhibit – City of Clermont – Future Land Use Map Hartwood Marsh Subdivision

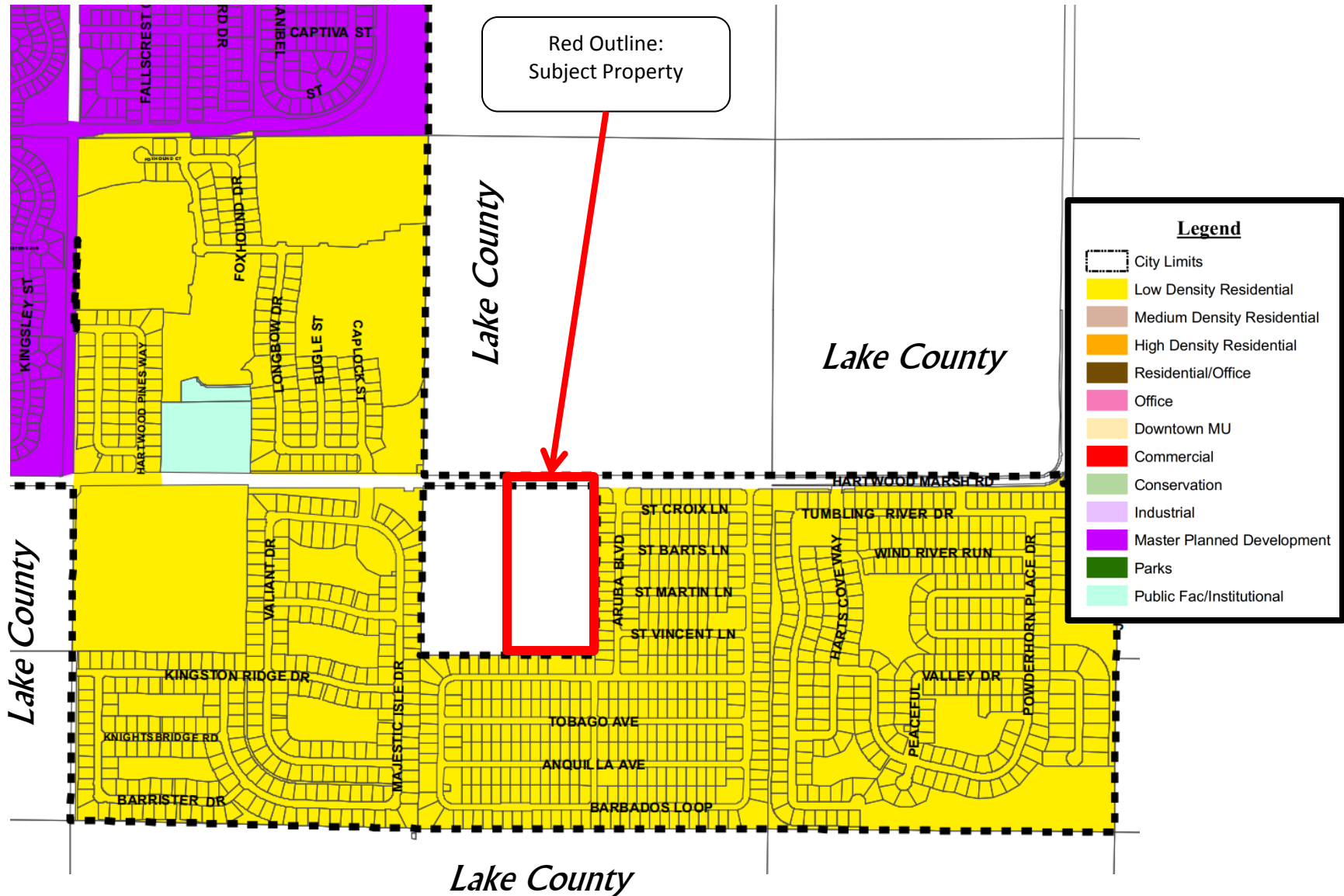
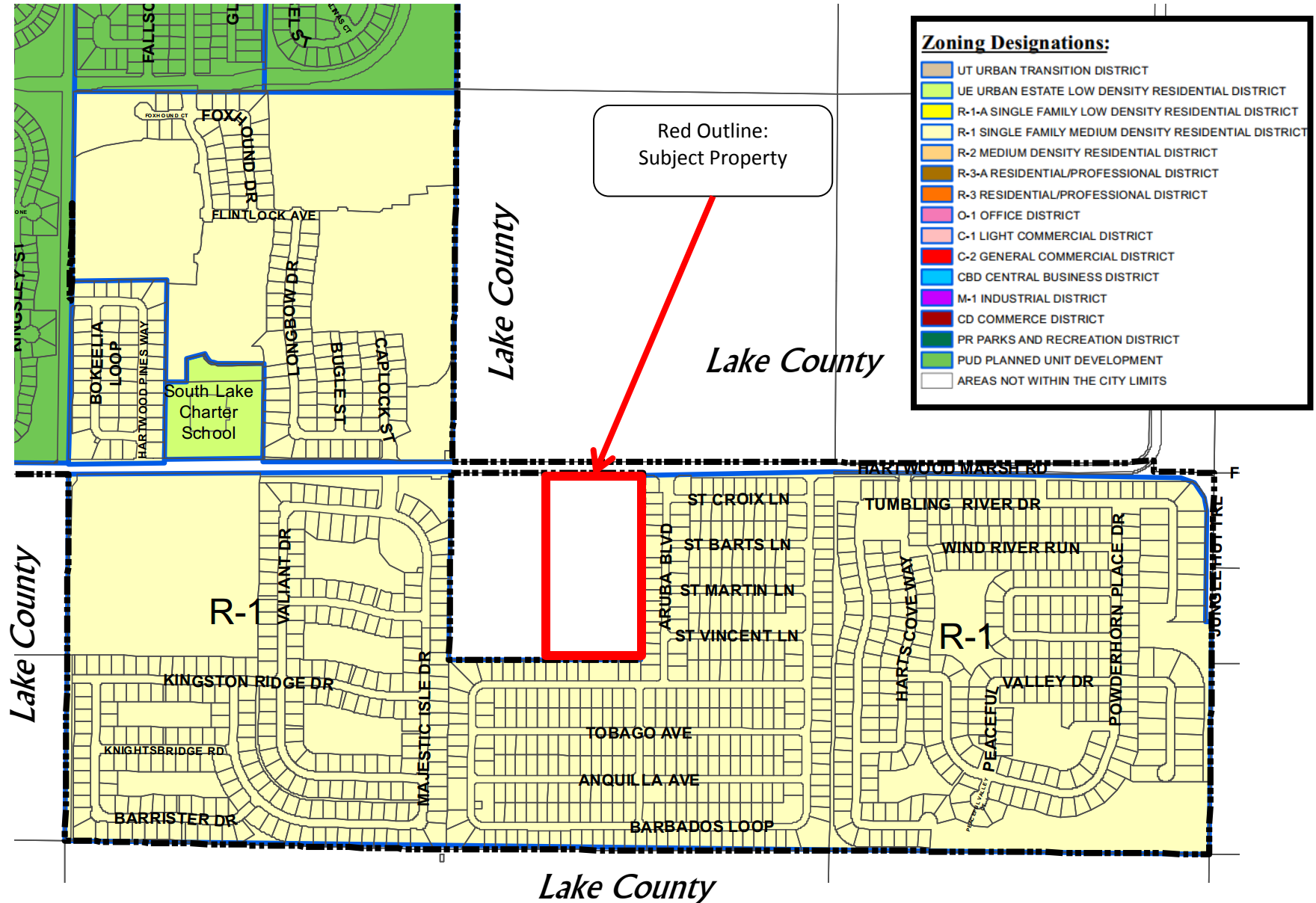


Exhibit – City of Clermont – Zoning Map Hartwood Marsh Subdivision





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
Kyleen Fischer

September 24, 2014

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

RE: City of Clermont Hartwood Marsh Rezoning Case

Dear Ms. Hollerand:

The City is currently reviewing an applicant's request to rezone 19.94 acres from Lake County Agriculture District to City of Clermont Medium Density Residential (R-2). 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 rezoning 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 rezoning has the potential to add 53 new single-family dwelling units that will contribute 20 new students to the Lake County School system. Based on current school attendance zones, schools that will be adversely affected by the rezoning and their projected five-year capacity status are as follows:

- | | |
|--------------------------------------|---------------------------|
| • Lost Lake Elementary School | 9% Under Capacity |
| • Windy Hill Middle School | 13% Over Capacity |
| • East Ridge High School | 12% Under Capacity |

Please see the attached District Growth Impact Report, which indicates the potential impact of the proposed rezoning 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

Hartwood Marsh Rezoning Case

DEVELOPER/OWNER

D.R. Horton, Inc. / Sharon Bongard

ITEM DESCRIPTION

The applicant proposes a Future Land Use Map change from Lake County Urban Low Residential (4 dwelling units/1 acre) to City of Clermont Low Density Residential (3 dwelling units/1 acre) and a rezoning from Lake County Agriculture District to City of Clermont Medium Density Residential (R-2) on 19.94 acres.

LOCATION

Section 10, Township 23S, Range 26E

Located north of Barbados Loop, south of Hartwood Marsh Road, east of Majestic Isle Drive, and west of Aruba Boulevard

CURRENT LAND USE

Lake County Urban Low Residential (4 dwelling units/1 acre)

PROPOSED LAND USE

City of Clermont Low Density Residential (3 dwelling units/1 acre)

CURRENT ZONING

Lake County Agriculture District

PROPOSED ZONING

City of Clermont Medium Density Residential (R-2)

NEW DU IMPACT**STUDENT GENERATION**

Elementary School

Middle School

High School

SF-DU	MF-DU	Mobile	SF Impacts	
			53	Dwelling Units
0.374	0.235	0.126	20	
0.172	0.133	0.065	9	
0.085	0.051	0.029	5	
0.117	0.051	0.032	6	

SCHOOL NAME

Lost Lake Elementary

Windy Hill Middle

East Ridge 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
1,008	1,112	91%	1,017	91%	No
1,295	1,149	113%	1,300	113%	No
2,332	2,648	88%	2,338	88%	No

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

CSA 14

Elementary School

Middle School

High School

Student Enrollment 2017-2018*	Permanent Student Capacity*	% of Permanent Capacity
1,291	1,420	91%
1,295	1,149	113%
0	0	0%

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

COMMENTS:

The proposed rezoning will add 53 single-family dwelling units, 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: 9/23/2014

COMPREHENSIVE PLAN AMENDMENT EXPEDITED STATE REVIEW COMMENTS

Local Government: City of Clermont
DEO Amendment #: Clermont 14-1ESR
Date FDOT Received: October 23, 2014
Review Comments Deadline: November 22, 2014
Today's Date: November 19, 2014

GENERAL BACKGROUND INFORMATION

The City of Clermont has transmitted a proposed amendment to their Comprehensive Plan; specifically an amendment to the City's Future Land Use Map. The amendment proposes to change the future land use of a property from Lake County Urban Low Density to City Low Density Residential. The subject property is approximately 19.94 acres in size.

AMENDMENT – Clermont 14-1ESR

Elements: Future Land Use Map

Statutory Reference: Chapter 163.3177, F.S., Required and optional elements of comprehensive plan
Chapter 163.3184, F.S., Process for adoption of plan amendment

Background:

The subject property is located within Lake County and currently has a future land use of Urban Low Density. The City of Clermont has proposed an amendment to change the Future Land Use for this property from Lake County Urban Low Density to City Low Density Residential. The applicant has submitted several applications in regards to this property. These include annexation, large scale comprehensive plan, and rezoning.

The property is approximately 19.94 acres in size, and is located approximately 1.4 miles from SR 25/ US 27. The location of the subject property is shown in **Figure 1**.

FDOT Contact:	John P. Moore, EI FDOT District 5 Planning Project Manager 407-482-7882 John.Moore@dot.state.fl.us	Reviewed by:	Clif Tate, PE Kimley-Horn and Associates, Inc. 407-898-1511 clif.tate@kimley-horn.com
Telephone:			
E-mail:			
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COMPREHENSIVE PLAN AMENDMENT EXPEDITED STATE REVIEW COMMENTS

Local Government: City of Clermont
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Figure 1 – Location Map

The subject property is currently vacant. The amendment identifies a proposed development plan for the subject property which includes 2.66 dwelling units per acre. There are no restrictions on the timeline of the development.

FDOT Contact:	John P. Moore, EI FDOT District 5 Planning Project Manager 407-482-7882 John.Moore@dot.state.fl.us	Reviewed by:	Clif Tate, PE Kimley-Horn and Associates, Inc. 407-898-1511 clif.tate@kimley-horn.com
Telephone:			
E-mail:			
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COMPREHENSIVE PLAN AMENDMENT EXPEDITED STATE REVIEW COMMENTS

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No traffic study was provided with the application. Therefore, an analysis of the likely trip generation and projected operating conditions for short-term (i.e., 2019) and long-term (i.e., 2024) time periods was conducted.

Table 1 summarizes the existing and future annual average daily traffic (AADT) volumes and level of service (LOS) on SR 25/ US 27 in the vicinity of the proposed amendment. The volumes and LOSs are projected without considering the impact of the proposed amendment. Without the project, SR 25/ US 27, from Lake Louisa Road to Johns Lake Road/Roper Boulevard is projected to operate at acceptable levels of service in 2014, 2019, and 2024 (the City's LOS standard is C).

Table 1 – 2014 (Estimated) and Future Conditions without the Proposed Amendment

Road	From	To	LOS Std.	2014 AADT	2014 LOS	2019 AADT	2019 LOS	2024 AADT	2024 LOS
SR 25/ US 27	Lake Louisa Rd	Hartwood Marsh Rd	C	24,800	C	27,500	C	31,900	C
	Hartwood Marsh Rd	Johns Lake Rd/Roper Blvd	C	29,900	C	33,200	C	38,500	C

Source: FDOT District Five 2014 LOS_ALL Tables

The trip generation potential of the property was analyzed using the ITE Trip Generation Manual, 9th Edition. Under the current Future Land Use designation of Lake County Urban Low Density, the property is subject to a maximum of four dwelling units per acre, with a minimum of 25% common open space for developments in excess of ten dwelling units. This requirement reduces the developable acreage to 14.96 acres. Under these requirements, the potential development of the property is limited to 60 single-family dwelling units.

Under the proposed Future Land Use designation of City Low Density Residential, the development is subject to a maximum density of up to three dwelling units per acre. Under these requirements, the potential development of the property is limited to 60 single-family dwelling units.

The trip generation for the existing and proposed scenarios is shown in Table 2. As summarized in Table 2, the difference between the existing and proposed site potential results in a net zero change in trip generation potential.

FDOT Contact:	John P. Moore, EI FDOT District 5 Planning Project Manager 407-482-7882 John.Moore@dot.state.fl.us	Reviewed by:	Clif Tate, PE Kimley-Horn and Associates, Inc. 407-898-1511 clif.tate@kimley-horn.com
Telephone:			
E-mail:			
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COMPREHENSIVE PLAN AMENDMENT EXPEDITED STATE REVIEW COMMENTS

Local Government: City of Clermont
DEO Amendment #: Clermont 14-1ESR
Date FDOT Received: October 23, 2014
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Table 2 – Trip Generation

Scenario	Future Land Use Designation	Land Use Assumed	ITE Land Use Code	Size	Units	Daily Trips
Existing	Lake County Urban Low Density	Single-Family Detached Housing	210	60	Dwelling Units	656
Total Existing Trips						656
Proposed	City Low Density Residential	Single-Family Detached Housing	210	60	Dwelling Units	656
Total Proposed Trips						656
Change in Trip Potential						0

Source: ITE Trip Generation Manual, 9th Edition

Since the potential development is the same under both existing and proposed conditions, the amendment is not anticipated to adversely impact SR 25/US 27.

Review Comments:

Pursuant to F.S. 163.3184(3)(b), the Florida Department of Transportation (FDOT) does not have concerns at this time regarding the City's proposed amendment. The proposed change does not appear to adversely impact designated transportation resources and facilities of state importance; therefore, FDOT has does not have concerns at this time regarding the proposed amendment.

The FDOT respectfully requests a copy of the adopted amendment. Please provide within two weeks of adoption in order to assist in facilitating review within the required 30-day time frame from adoption, as required by Statute (Expedited State Review Amendment Process Section 163.3184(3) and (5), Florida Statutes).

FDOT Contact:	John P. Moore, EI FDOT District 5 Planning Project Manager 407-482-7882 John.Moore@dot.state.fl.us	Reviewed by:	Clif Tate, PE Kimley-Horn and Associates, Inc. 407-898-1511 clif.tate@kimley-horn.com
Telephone:			
E-mail:			
File:	K:\ORL_TPTO\049110302__CPA Reviews\Clermont\14-1ESR\Proposed\KHA Review\Clermont14-1ESR Proposed Review Memo.doc		



Florida Department of Transportation

**RICK SCOTT
GOVERNOR**

719 South Woodland Boulevard
DeLand, FL 32720

**ANANTH PRASAD, P.E.
SECRETARY**

November 19, 2014

Ms. Barbara Hollerand
Development Services Director
City of Clermont
685 W. Montrose Street
Clermont, FL 34711

Subject: Proposed Comprehensive Plan Amendment
Local Government: City of Clermont
DEO #: 14-1ESR

Dear Ms. Hollerand:

The Department of Transportation has completed its review of the above proposed Comprehensive Plan Amendment as requested in your letter dated October 16, 2014, and received by the Department on October 23, 2014.

We appreciate the opportunity to participate in this review process and we offer our comments with this letter. Since the amendment does not appear to have significant adverse impacts to the State Highway System or the Strategic Intermodal System, the Department does not have any concerns at this time.

If you have any questions, please contact John Moore at (407) 482-7882 or email at john.moore@dot.state.fl.us.

Sincerely,

Heather G. Garcia
Planning and Corridor Development Manager

C: Amye King, Lake County
Maria Cahill, FDOT
Andrew Landis, ECFRPC
James Stansbury, DEO
Jim Wood, FDOT
Ray Eubanks, DEO

K:\ORL_TPTO\049110302__CPA Reviews\Clermont\14-1ESR\Proposed\KHA Review\Clermont14-1ESR Proposed Letter.Doc

Rick Scott
GOVERNOR



Jesse Panuccio
EXECUTIVE DIRECTOR

November 13, 2014

The Honorable Harold Turville, Jr.
Mayor, City of Clermont
City Hall
685 West Montrose Street
Clermont, Florida 34711

Dear Mayor Turville:

The Department of Economic Opportunity has completed its review of the proposed comprehensive plan amendment for the City of Clermont (Amendment No. 14-1ESR), which was received on October 21, 2014. We have reviewed the proposed amendment pursuant to Sections 163.3184(2) and (3), Florida Statutes (F.S.), and **identified no comment** related to important state resources and facilities within the Department of Economic Opportunity's authorized scope of review that will be adversely impacted by the amendment if adopted.

The City is reminded that pursuant to Section 163.3184(3)(b), F.S., other reviewing agencies have the authority to provide comments directly to the City. If other reviewing agencies provide comments, we recommend the City consider appropriate changes to the amendment based on those comments. If unresolved, such comments could form the basis for a challenge to the amendment after adoption.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. Also, please note that Section 163.3184(3)(c)1, F.S., provides that if the second public hearing is not held within 180 days of your receipt of agency comments, the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department of Economic Opportunity and any affected party that provided comment on the amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment.

If you have any questions concerning this review, please contact Bill Pable, AICP, at (850) 717-8534, or by email at bill.pable@deo.myflorida.com.

Sincerely,

Ana Richmond, Chief
Bureau of Community Planning

AR/bp

Enclosure(s): Procedures for Adoption

cc: Ms. Barbara Hollerand, Development Services Director, City of Clermont
Mr. Hugh Harling, P.E., Executive Director, East Central Florida Regional Planning Council



St. Johns River Water Management District

Hans G. Tanzler III, Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at floridaswater.com.

November 4, 2014

Barbara Hollerand
Planning & Zoning Director
City of Clermont
P.O. Box 120219
Clermont, FL 34712-0219

Re: City of Clermont Proposed Comprehensive Plan Amendment #14-1ESR

Dear Ms. Hollerand:

St. Johns River Water Management District (District) staff have reviewed the above-referenced proposed comprehensive plan amendment. District staff review, as outlined in *Florida Statutes*, focused on flood protection and floodplain management, wetlands and other surface waters, and regional water supply as they relate to important state resources and facilities that will be adversely impacted by the amendment if adopted. District staff have **no comments on** the proposed amendment because no adverse impacts to important state resources and facilities were identified. However, technical assistance related to surface water is provided below.

Technical assistance

According to District maps, the property that is the subject of the proposed amendment is located within the District's Ocklawaha River Hydrologic Basin. Please note that any environmental resource permit (ERP) application for this property must meet the District's additional surface water management basin criteria in Rule 40C-41, *Florida Administrative Code*, in addition to the basic ERP criteria in other rules.

If you have any questions or need additional information, please contact me at (386) 312-2369 or sfitzgib@sjrwmd.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Steve Fitzgibbons', is written over a horizontal line.

Steve Fitzgibbons, AICP, Intergovernmental Planner
Office of Communications and Intergovernmental Affairs

cc: James Stansbury, Florida Department of Economic Opportunity
Andrew Landis, East Central Florida Regional Planning Council
Kraig McLane, St. Johns River Water Management District

GOVERNING BOARD

John A. Miklos, CHAIRMAN
ORLANDO

Douglas C. Bourmique
VERO BEACH

Maryam H. Ghyabi, VICE CHAIRMAN
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Chuck Drake
ORLANDO

Carla Yetter
FERNANDINA BEACH

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
October 7, 2014**

Page 5

Commissioner Carlos Solis stated that he is concerned about noise.

Commissioner Harry Mason moved to recommend denial of the rezoning; seconded by Commissioner Judy Proli. The vote was unanimous to recommend denial for the rezoning.

4. REQUEST FOR LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT

DEVELOPMENT NAME: Hartwood Marsh Subdivision
APPLICANT: D.R. Horton

Senior planner John Kruse presented the staff report as follows:

The applicant is requesting a future land use amendment to change from Lake County Urban Low Density to the City's Low Density Residential land use category. The subject parcel is located on the south side of Hartwood Marsh Road approximately $\frac{3}{4}$ mile east of the Hancock Road and Hartwood Marsh Road intersection. The property is currently in planted pines. The property has been previously included in the Wellness Way Sector Plan. However, the applicant would like to move forward on this request due to timing of the market. The applicant is proposing to develop the eastern half of the overall site, or 19.94 +/- acres. The applicant has submitted several applications in regards to this property. These include annexation, large scale comprehensive plan, and rezoning.

The subject parcel is surrounded by the City of Clermont and is adjoined on two sides by the City. The existing future land use in this area is predominantly City of Clermont Low Density Residential. Under Lake County's Urban Low Density future land use designation, the maximum density allowable is 4 dwelling units per acre. The city's Low Density Residential land use is 3 dwelling units per acre. The city's future land use caps density at a lower level. The density proposed by the applicant is 2.66 units per acre. The property has city utilities available and would be developed to city standards. The City of Clermont's comprehensive plan policies support this request.

Staff recommends approval of the future land use map amendment from Lake County Urban Low to City of Clermont's Low Density Residential future land use category.

Matt Young, 2300 Maitland Center Blvd., Maitland, stated that he agrees with staff's recommendation.

Commissioner Bernadette Dubuss moved to recommend approval of the large-scale comprehensive plan amendment; seconded by Commissioner Herb Smith. The vote was unanimous to recommend approval for the large-scale comprehensive plan amendment.



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: 9/2/2014

FEE: \$1,500.00

Project Name (if applicable): Hartwood Marsh Subdivision

Applicant: D. R. Horton, Inc.

Contact Person: Broc L. Althafer

Address: 6200 Lee Vista Blvd., Suite 400

City: Orlando **State:** FL **Zip:** 32822

Phone: 407/856-6039 **Fax:** 888/691-2996

E-Mail: wginghram@drhorton.com

OWNER: Sharon Bongard

Address: 193 Pascack Road

City: Woodcliff Lake **State:** NJ **Zip:** 07677

Phone: 201/391-2434 **Fax:** 201/391-2434

E-Mail: Sharonbongard@aol.com

General Location: The subject property is located approximately 1.33 miles east of U.S. Highway 27 on Hartwood Marsh Road.

Legal Description (include copy of survey): See attached Exhibit 'A'.

Property size (in acres or square feet): 19.94 acres

Flood hazard area (yes) _____ and approx. acreage _____ (no) x

Existing (Actual) Land Use: Timber

Existing Zoning: Agriculture (Lake County)

Existing Future Land Use: Urban Low (Lake County)

Proposed Future Land Use: Low Density Residential (City of Clermont)

Type of development proposed: Gated single family subdivision consisting of 53 lots.

Proposed density (dwelling units/acre) or intensity: 2.66

Proposed Zoning District: Medium Density Residential (R-2)

Summary of the proposed amendment content and effect that describes any changed conditions that would justify the proposed amendment, and why there is a need for the proposed amendment (use additional sheets if necessary).

The subject property is currently under Lake County Jurisdiction and is enclave bounded by City of Clermont. The parcel is currently in review for annexation into the City of Clermont to develop the property in a manner that is consistent with the surrounding area.

The existing Lake County future land use is Urban Low Residential. The request future land use is Low Density Residential.

A comprehensive plan amendment is required for the annexation of the property into the City of Clermont.

The City of Clermont may require additional information to justify, clarify or explain the necessity of the requested Comprehensive Plan Amendment, which may include the following:

- Information regarding the compatibility of the proposed land use amendment(s) with the Goals, Objectives and Policies of the Future Land Use Element and any other affected comprehensive plan elements.
- A description of how the proposed amendment(s) will result in an orderly and logical development pattern with existing and proposed land use(s) of the area.
- A description of the present availability of, and estimated demand on the following public facilities: potable water, sanitary sewer, transportation system and recreation, as appropriate.

***** NOTICE *****

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

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

APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Broc L. Althafer, D. R. Horton, Inc., who being

by me first duly sworn on oath, deposes and says:

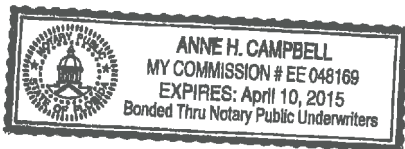
1. That he (she) affirms and certifies that he (she) understands and will comply with all ordinances, regulations and policies of Lake County, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his (her) knowledge and belief, and further, that this application and attachments shall become part of the official records of the City of Clermont, Florida, and are not returnable.
2. That he (she) desires a Future Land Use Amendment from Urban Low Density (Lake County) to Low Density Residential for the property legally described on the attachment of this application.
3. That the submittal requirements for the application have been completed and attached hereto as part of the application.

X 
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by BROC L. ALTHAFER

or personally known by me this 2ND day of September, 2014.

X 
Notary Public, State of Florida at Large



My Commission Expires: April 10, 2015

OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Sharon Bongard

, who being

by me first duly sworn on oath, deposes and says:

1. That he (she) is the fee-simple owner of the property legally described on the attachment of this application.
2. That he (she) desires a Future Land Use Amendment from Urban Low Density (Lake County) to Low Density Residential for the property legally described on the attachment of this application.
3. That the owner of said property has appointed IBI Group (Florida), Inc. to act as agent on his (her) behalf to accomplish the above. The owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his (her) stead.

x Sharon Bongard
Affiant – Owner's Name (signature)

SWORN to and SUBSCRIBED before me by Sharon Bongard
or personally known by me this 28 day of August, 2014.

x Fariba Negahban
Notary Public, State of ~~Florida~~ New Jersey

My Commission Expires: _____



Exhibit 'A'

Legal Description
Parcel 2

A Parcel of Land Lying in the Southeast Quarter of Section 10, Township 23 South, Range 26 East Being Described as Follows:

Commence At the Northwest Corner of Lot 28, Southern Fields Phase 1, According To the Plat Thereof As Recorded Plat Book 53, Pages 30-32, Public Records of Lake County Florida for a Point Of Reference; Thence Run South 80°58'20" East, Along The north Line of Said Southern Fields Phase 1, 663.08 Feet to The Point Of Beginning; Thence Run North 00°47'10" East, 1294.52 Feet to The South Right-Of-Way Line Of Hartwood Marsh Road; Thence Run North 89°59'36" East, Along Said South Right-Of-Way Line, 671.06 Feet To The West Line of Aforesaid Southern Fields Phase 1; Thence Departing Said South Right-Of-Way Line, Run South 00°47'10" West, Along Said West Line, 1294.92 Feet To The North Line Of Aforesaid Plat Of Southern Fields Phase 1; Thence Run North 89°58'20" West, Along Said North Line, 671.06 Feet To The Point Of Beginning.

The Above Described Parcel of Land Lies In Lake County, Florida and Contains 19.944 Acres More Or Less.

BOB McKEE

LAKE COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2013 Paid Real Estate

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
1023260004-000-00600		1412293	0003

BONGARD SHARON G
193 PASCACK RD
WOODCLIFF LAKE, NJ 07677

NW 1/4 OF SE 1/4--LESS N 33 FT--ORB
3583 PG 2164



PAY IN U.S. FUNDS TO BOB McKEE, TAX COLLECTOR • PO BOX 327 • TAVARES, FL 32778-0327 • 352-343-9602

AD VALOREM TAXES					
TAXING AUTHORITY	ASSESSED VALUE	EXEMPTION AMT	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED
LAKE COUNTY GENERAL	60,450	46,800	13,650	4.7309	64.58
AMBULANCE MSTU	60,450	46,800	13,650	0.3853	5.26
STORMWATER ROADS PARKS	60,450	46,800	13,650	0.4984	6.80
ENVIRON LAND PURCHASE	60,450	46,800	13,650	0.1900	2.59
FIRE MSTU	60,450	46,800	13,650	0.3222	4.40
LAKE CO SCHOOL BOARD					
CURRENT	60,450	46,800	13,650	5.6700	77.40
CAPITAL OUTLAY	60,450	46,800	13,650	1.5000	20.48
ST JOHNS WATER MGMT	60,450	46,800	13,650	0.3283	4.48
LAKE CO WATER AUTH	60,450	46,800	13,650	0.2554	3.49
S LAKE CNTY HOSP	60,450	46,800	13,650	0.7900	10.78
TOTAL:				14.6705	\$200.26

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
NON-AD VALOREM ASSESSMENTS:		\$0.00

COMBINED TAXES AND ASSESSMENTS: \$200.26

If Paid By	Mar 31, 2014
Please Pay	\$0.00

Paid 03/17/2014 Receipt # 2013-00255645 \$200.26

BOB McKEE

LAKE COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2013 Paid Real Estate

PAY IN U.S. FUNDS TO BOB McKEE, TAX COLLECTOR • PO BOX 327 • TAVARES, FL 32778-0327 • 352-343-9602

If Paid By	Mar 31, 2014
Please Pay	\$0.00

NW 1/4 OF SE 1/4--LESS N 33 FT--ORB 3583
PG 2164

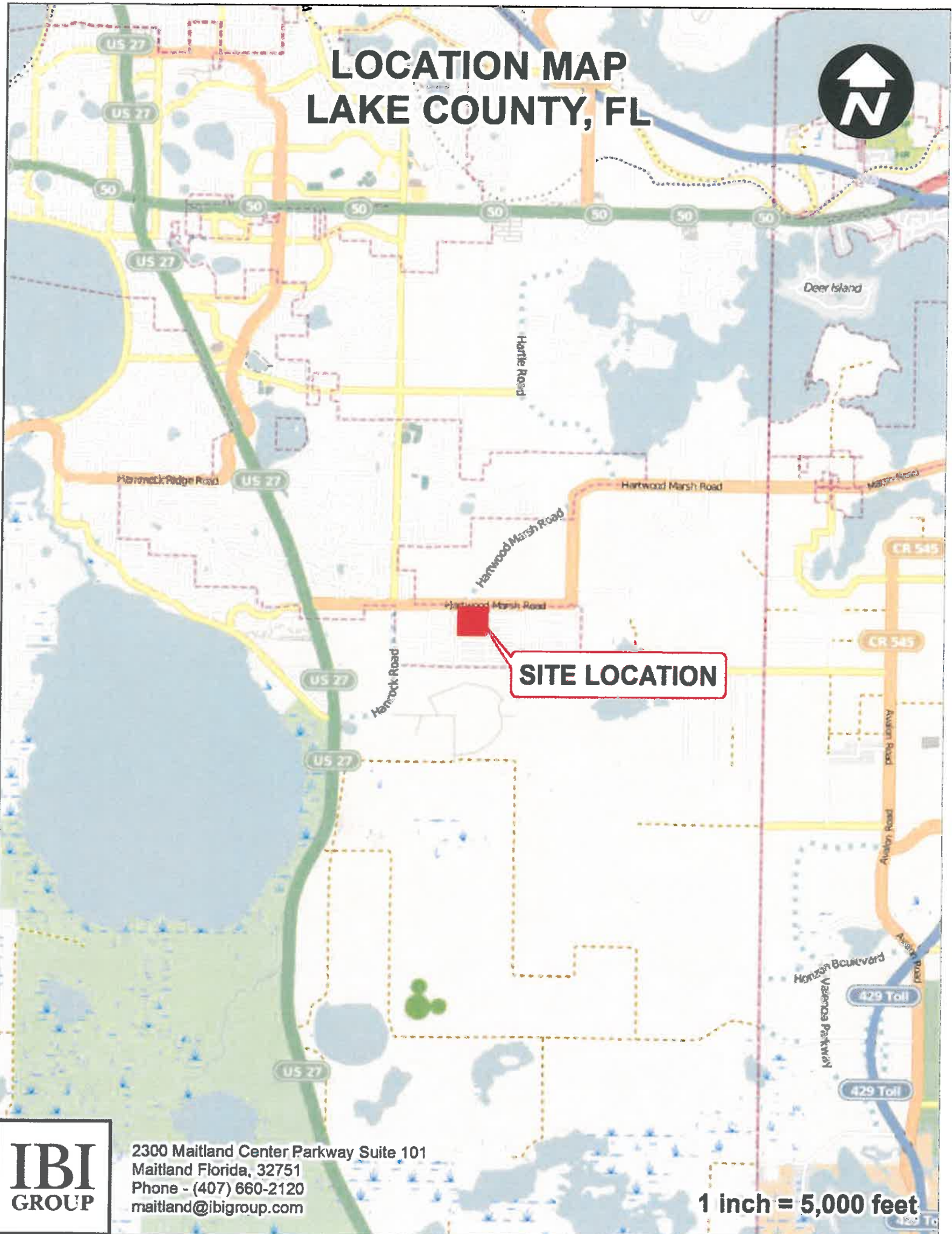
BONGARD SHARON G
193 PASCACK RD
WOODCLIFF LAKE, NJ 07677

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
1023260004-000-00600		1412293	0003

Paid 03/17/2014 Receipt # 2013-00255645 \$200.26



LOCATION MAP LAKE COUNTY, FL



IBI
GROUP

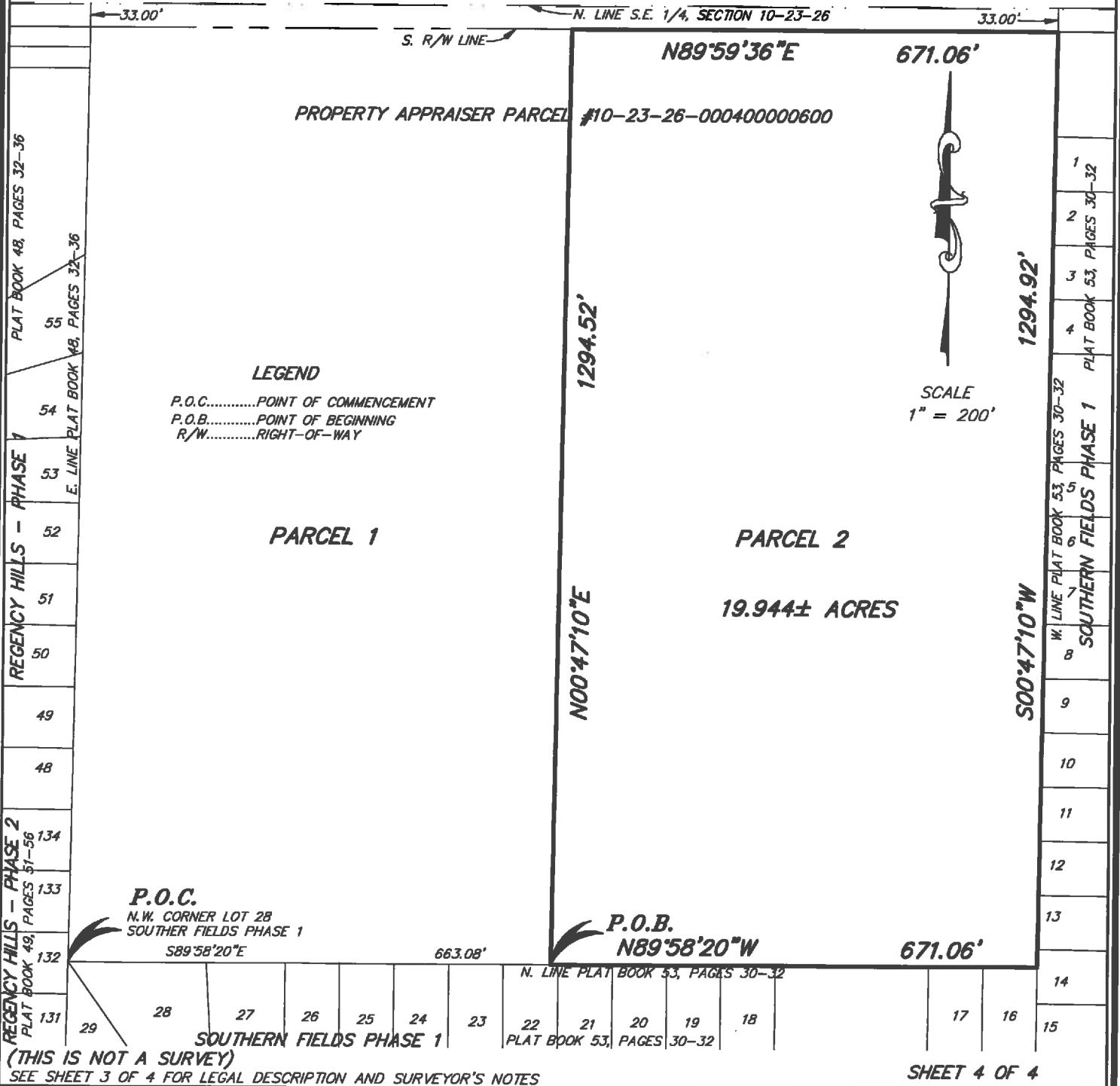
2300 Maitland Center Parkway Suite 101
Maitland Florida, 32751
Phone - (407) 660-2120
maitland@ibigroup.com

1 inch = 5,000 feet

LEGAL DESCRIPTION

LOT SPLIT EXHIBIT
PROPERTY APPRAISER PARCEL
#10-23-26-000400000600

HARTWOOD MARSH ROAD
66' RIGHT-OF-WAY WIDTH



PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

WWW.PECONLINE.COM

SECTION 10, TOWNSHIP 23 SOUTH, RANGE 26 EAST

DATE: SEPTEMBER 4, 2014

PREP BY: T.W.B.

DRAWN BY: T.W.B.

JOB #: 14-052

O: 14-052 DR Horton Heartwood Marsh Road Lot Split 14-052 Lot Split.dwg Sep 08, 2014 - 12:24pm

CITY OF CLERMONT

NOTICE OF PROPOSED LAND USE CHANGE

Large-Scale Comprehensive Plan Amendment

ORDINANCE NO. 2014-31

The City of Clermont will hold public hearings Tuesday, October 7, 2014 at 7 p.m. before the Planning and Zoning Commission and Tuesday, October 14, 2014 (transmittal and 1st reading of the adoption ordinance) and Tuesday, December 9, 2014 (final reading of the adoption ordinance) at 7 p.m. before the City Council to consider a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the 19.94 +/-acre parcel below from Lake County – Urban Low Density to City of Clermont – Low Density Residential.



***Location: South of Hartwood Marsh Rd,
approx. ¾ mile east of Hancock Road and Hartwood Marsh Road Intersection***

Ordinance #2014-31:

An ordinance of the City of Clermont, Florida, adopting the large-scale comprehensive plan amendment for the City of Clermont, Florida, pursuant to the Local Government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes; setting forth the purpose and intent of the large-scale comprehensive plan amendment; establishing the legal status of the large-scale comprehensive plan amendment; providing a severability clause; and providing an effective date.

The public hearings are in the Council chambers of City Hall, 685 W. Montrose Street, and are open to public comment. Please call (352) 241-7302 if you have any questions.

The proposed amendment may be inspected at the City's Development Services department (1st floor, City Hall) between 8 a.m. and 5 p.m. Monday-Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
9/22/2014 and 11/25/2014



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, December 9, 2014	
Agenda Item Name	
Ordinance No. 2014-32; <i>Final Hartwood Marsh Subdivision</i>	
Requested Action	
Motion to approve Ordinance 2014-32.	
Staff Report	
The applicant, home builder D.R. Horton, is proposing a single-family residential development consisting of 53 lots on 19.94 +/- acres. The subject parcel is located on the south side of Hartwood Marsh Road approximately $\frac{3}{4}$ mile east of the Hancock Road/Hartwood Marsh Road intersection. The property is currently in planted pines and is in Lake County. The applicant is proposing to develop the eastern half of the overall 40-acre site, or 19.94 +/- acres. At this time, the western 20 acres of the parent parcel is being retained by the current owner. The applicant also has submitted applications for annexation and a large-scale comprehensive plan amendment. Upon annexation into the City, the property would receive the default zoning of Urban Estate (UE). The subject parcel has existing developments to the west, south, and east. The single-family development to the west is Regency Hills with 85-foot-wide lots. The single-family development to the south and east is Southern Fields, and it has 75-foot-wide lots. The surrounding zoning is R-1 Single-Family Medium Density Residential. The applicant would like to develop the property with 75-foot-wide lots to be consistent with the existing development to the south and east. However, R-1 zoning requires 85-foot-wide lots. Therefore, the applicant is requesting R-2 Medium Density Residential zoning in order to develop 75-foot wide lots. The Southern Fields development was annexed into the City with the approved lot sizes in place. The density proposed is 2.66 units per acre. The property has City utilities available. Staff feels that the proposed R-2 zoning would be consistent with the existing development pattern that surrounds the property to the east and south and would provide infill to the existing development. Based upon the above information, staff recommends approval of the rezoning change from UE Urban Estate Low Density Residential to R-2 Medium Density Residential District. <i>Commissioner Harry Mason moved to recommend denial of the rezoning; seconded by Commissioner Judy Proli. The vote failed with 2-5 to recommend denial for the rezoning, with Commissioners Carlos Solis, Herb Smith, Bernadette Dubuss, Tony Hubbard, and Chairman Nick Jones opposing.</i> <i>Commissioner Bernadette Dubuss moved to recommend approval of the rezoning; seconded by Commissioner Carlos Solis. The vote passed with 5-2 to recommend approval for the rezoning, with Commissioners Harry Mason and Judy Proli 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.	Ordinance	2014-32 Rezoning.pdf
2.	Maps	Hartwood Marsh DR Horton Maps.pdf
3.	School impact	Hartwod Marsh School Board comments.pdf
4.	Minutes	P&Z Minutes - Rezoning.pdf
5.	Application	REZ application.pdf
6.	Legal ad	REZ legal ad.docx

CITY OF CLERMONT
ORDINANCE No. 2014-32

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

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1:

The official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTIONS

Parcel 2

A parcel of land lying in the southeast quarter of Section 10, Township 23 South, Range 26 East being described as follows:

Commence at the northwest corner of Lot 28, Southern Fields Phase 1, according to the plat thereof as recorded Plat Book 53, Pages 30-32, Public Records of Lake County, Florida for a point of reference; thence run south 89°58'20" east, along the north line of said Southern Fields Phase 1, 663.08 feet to the point of beginning; thence run north 00°47'10" east, 1294.52 feet to the south right-of-way line of Hartwood Marsh Road; thence run north 89°59'36" east, along said south right-of-way line, 671.06 feet to the west line of aforesaid Southern Fields Phase 1; thence departing said south right-of-way line, run south 00°47'10" west, along said west line, 1294.92 feet to the north line of aforesaid plat of Southern Fields Phase 1; thence run north 89°58'20" west, along said north line, 671.06 feet to the point of beginning.

The above described parcel of land lies in Lake County, Florida and contains 19.944 acres more or less.

From: UE Urban Estate
To: R-2 Medium Density Residential

SECTION 2:

All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed.

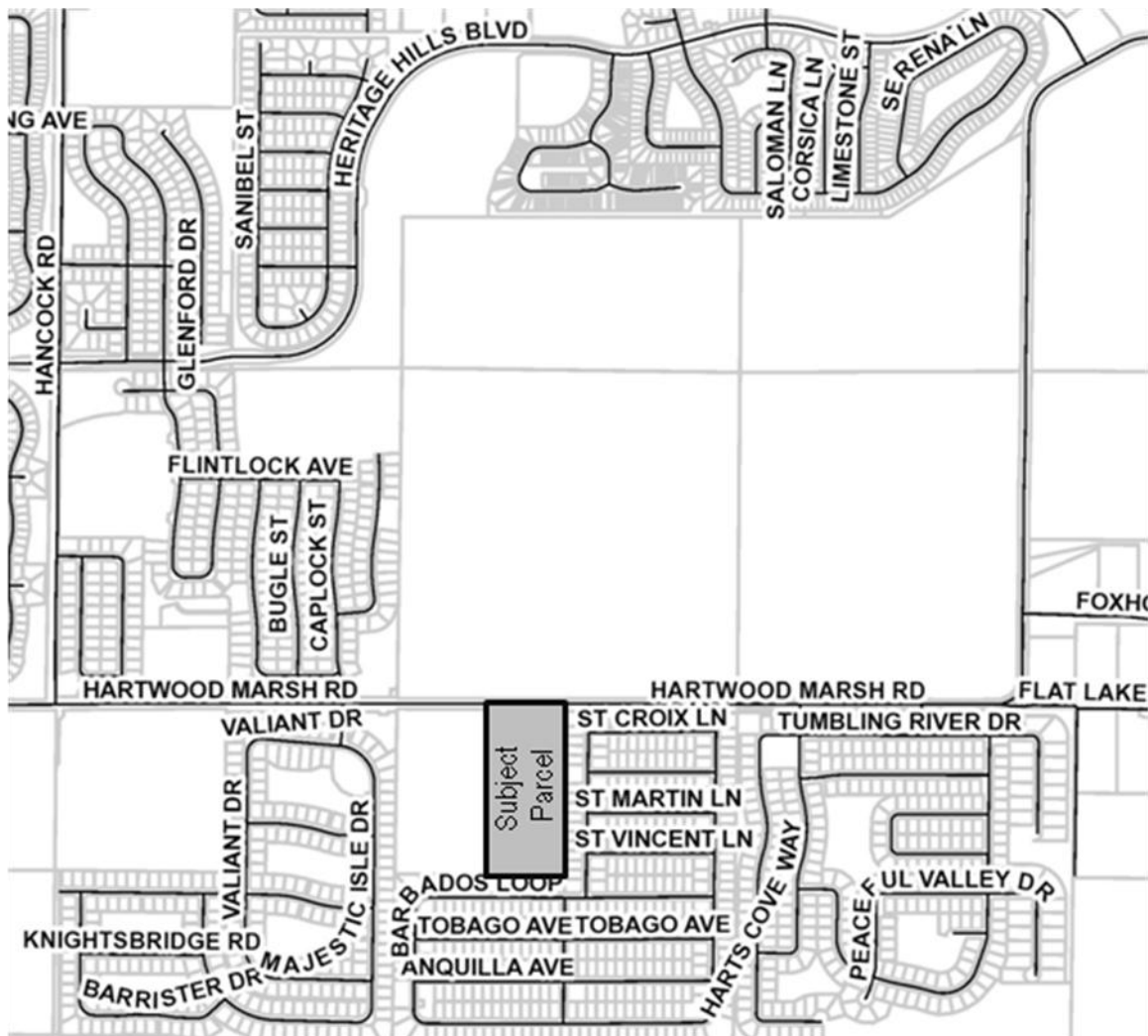
CITY OF CLERMONT
ORDINANCE No. 2014-32

SECTION 3:

Should any section or part of this section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire section or part of the section may be inseparable in meaning and effect from the section to which such holding shall apply.

SECTION 4:

The provisions of this Ordinance shall be effective as provided by law.



CITY OF CLERMONT
ORDINANCE No. 2014-32

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

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form:

Dan Mantzaris, City Attorney

Exhibit - Location Map
Hartwood Marsh Subdivision



Exhibit – City of Clermont – Future Land Use Map Hartwood Marsh Subdivision

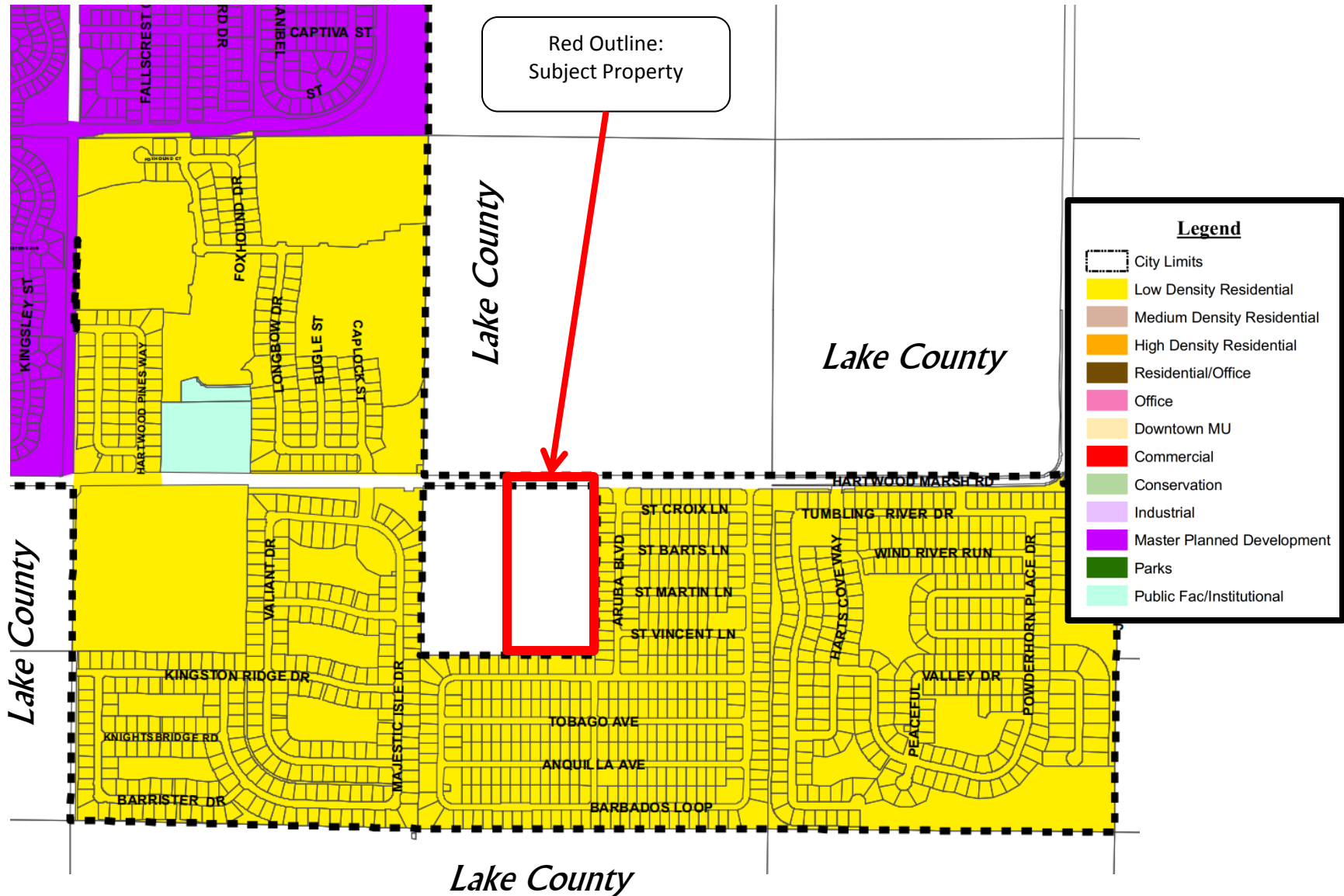
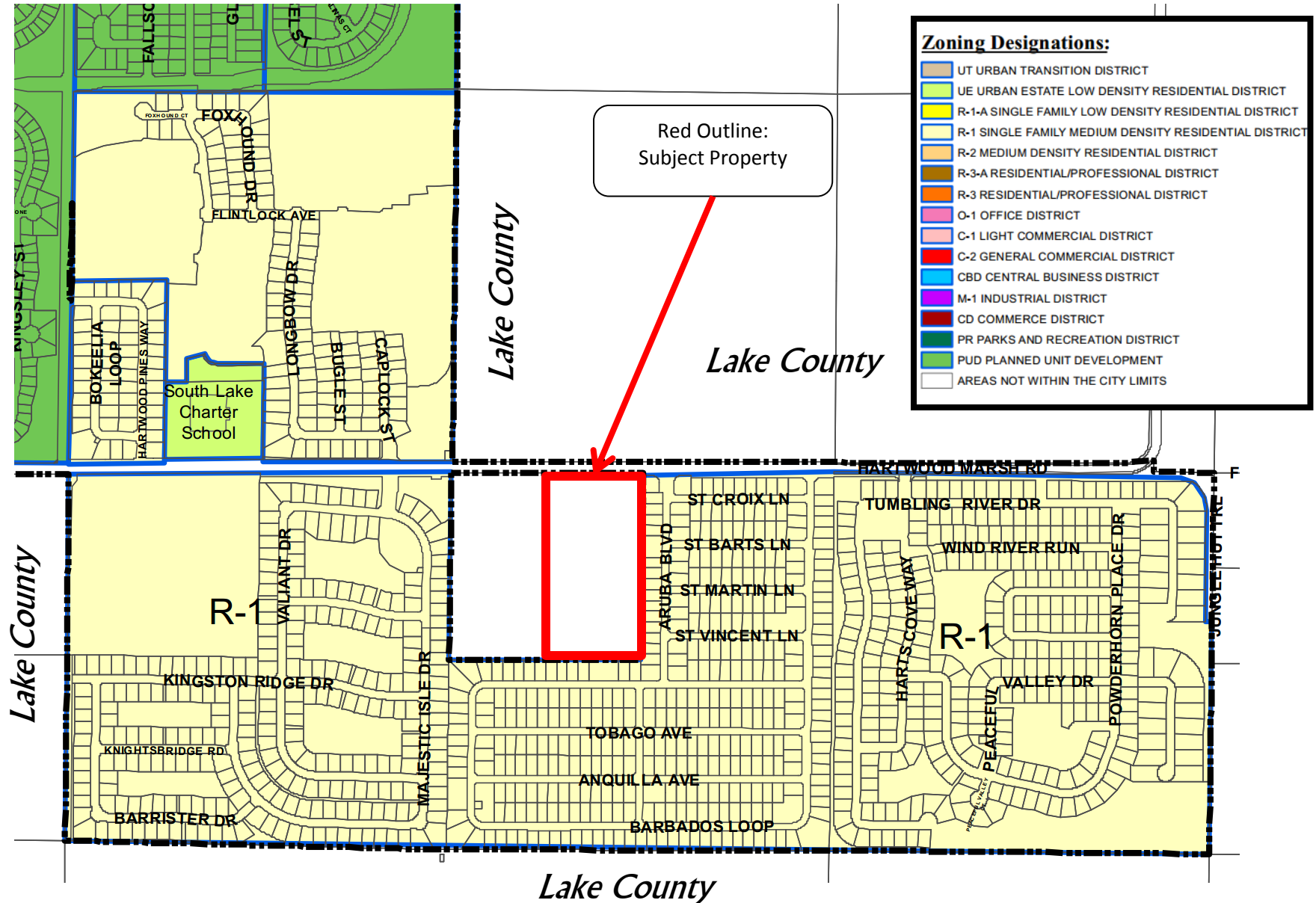


Exhibit – City of Clermont – Zoning Map Hartwood Marsh Subdivision





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
Kyleen Fischer

September 24, 2014

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

RE: City of Clermont Hartwood Marsh Rezoning Case

Dear Ms. Hollerand:

The City is currently reviewing an applicant's request to rezone 19.94 acres from Lake County Agriculture District to City of Clermont Medium Density Residential (R-2). 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 rezoning 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 rezoning has the potential to add 53 new single-family dwelling units that will contribute 20 new students to the Lake County School system. Based on current school attendance zones, schools that will be adversely affected by the rezoning and their projected five-year capacity status are as follows:

- | | |
|--------------------------------------|---------------------------|
| • Lost Lake Elementary School | 9% Under Capacity |
| • Windy Hill Middle School | 13% Over Capacity |
| • East Ridge High School | 12% Under Capacity |

Please see the attached District Growth Impact Report, which indicates the potential impact of the proposed rezoning 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

Hartwood Marsh Rezoning Case

DEVELOPER/OWNER

D.R. Horton, Inc. / Sharon Bongard

ITEM DESCRIPTION

The applicant proposes a Future Land Use Map change from Lake County Urban Low Residential (4 dwelling units/1 acre) to City of Clermont Low Density Residential (3 dwelling units/1 acre) and a rezoning from Lake County Agriculture District to City of Clermont Medium Density Residential (R-2) on 19.94 acres.

LOCATION

Section 10, Township 23S, Range 26E

Located north of Barbados Loop, south of Hartwood Marsh Road, east of Majestic Isle Drive, and west of Aruba Boulevard

CURRENT LAND USE

Lake County Urban Low Residential (4 dwelling units/1 acre)

PROPOSED LAND USE

City of Clermont Low Density Residential (3 dwelling units/1 acre)

CURRENT ZONING

Lake County Agriculture District

PROPOSED ZONING

City of Clermont Medium Density Residential (R-2)

NEW DU IMPACT**STUDENT GENERATION**

Elementary School

Middle School

High School

SF-DU	MF-DU	Mobile	SF Impacts	
			53	Dwelling Units
0.374	0.235	0.126	20	
0.172	0.133	0.065	9	
0.085	0.051	0.029	5	
0.117	0.051	0.032	6	

SCHOOL NAME

Lost Lake Elementary

Windy Hill Middle

East Ridge 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
1,008	1,112	91%	1,017	91%	No
1,295	1,149	113%	1,300	113%	No
2,332	2,648	88%	2,338	88%	No

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

CSA 14

Elementary School

Middle School

High School

Student Enrollment 2017-2018*	Permanent Student Capacity*	% of Permanent Capacity
1,291	1,420	91%
1,295	1,149	113%
0	0	0%

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

COMMENTS:

The proposed rezoning will add 53 single-family dwelling units, 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: 9/23/2014

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
October 7, 2014**

Page 6

5. REQUEST FOR REZONING

REQUEST: Hartwood Marsh Subdivision

APPLICANT: D. R. Horton

Senior planner John Kruse presented the staff report as follows:

The applicant is proposing a single-family residential development consisting of 53 lots on 19.94 +/- acres. The subject parcel is located on the south side of Hartwood Marsh Road approximately ¾ mile east of the Hancock Road and Hartwood Marsh Road intersection. The property is currently in planted pines and is in Lake County. The applicant is proposing to develop the eastern half of the site. The applicant has submitted several applications in regards to this property. These include annexation, large scale comprehensive plan amendment, and rezoning.

The subject parcel has existing developments to the west, south, and east. The single-family development to the west is called Regency Hills Subdivision and the lot sizes consist of 85 foot wide lots. The single-family development to the south and east is called Southern Fields and consist of 75 foot wide lots. The surrounding zoning is R-1 Single-Family Medium Density Residential. The applicant would like to develop the property with 75 foot wide lots to be consistent with the existing development to the south and east. However, R-1 zoning requires 85 foot wide lots. Therefore, the applicant is requesting R-2 Medium Density Residential zoning in order to accomplish the 75 foot wide lots. The Southern Fields development was annexed into the city with the approved lot sizes in place. The density proposed is 2.66 units per acre. The property has city utilities available.

Staff feels that the proposed R-2 zoning would be consistent with the existing development pattern that surrounds the property to the east and south and would provide infill to the existing development. Based upon the above information, staff recommends approval of the rezoning change from UE Urban Estate Low Density Residential to R-2 Medium Density Residential district.

Chairman Nick Jones asked if the applicant would be coming back with conditional use permit.

Mr. Kruse stated that they requested R-2 Medium Density Residential was to have the 85 foot wide lots. He stated that there are no variance requests at this time.

Commissioner Carlos Solis asked what the density would be for R-2 zoning.

Mr. Kruse stated that based on the future land use it would be three units per acre.

Commissioner Harry Mason asked if the applicant would be willing to change their request to R-1 zoning.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
October 7, 2014**

Page 7

Mr. Young stated that they will not change the zoning request to R-1. He stated that the R-2 allows them a more intense use, but they will still be governed by future land use category, and they want to restrict themselves to what is consistent with the surrounding properties.

Commissioner Harry Mason asked where the two entrances to the subdivision were going to be.

Mr. Young showed the Commission where the entrances were going to be. He stated that the main entrance will have a wider right-of-way with a median and the second emergency entrance would consist of a 20 foot right-of-way with a stabilized access and would not be accessible for the public.

Commissioner Harry Mason said that he reads the code to state that two public road accesses are required.

Planning Manager Curt Henschel stated that staff has not interpreted the code to be that the second entrance has to be a public access entrance. He stated that this is a fire department requirement to have a secondary access.

Commissioner Harry Mason asked for the opinion of the City Attorney.

City Attorney Dan Mantzaris stated that the code has been interpreted as Mr. Henschel presented.

Commissioner Harry Mason stated that he does not interpret the code that way.

Mr. Mantzaris stated that this would be a site review issue. He stated that this is a zoning application for the property and they are not talking about the design of the property and it will have to meet the code.

Commissioner Harry Mason stated that he believes the code states that it requires two public accesses.

Mr. Mantzaris stated that it has been interpreted by the city that the second access for emergency access meets the city code.

Commissioner Harry Mason moved to recommend denial of the rezoning; seconded by Commissioner Judy Proli. The vote failed with 2-5 to recommend denial for the rezoning, with Commissioners Carlos Solis, Herb Smith, Bernadette Dubuss, Tony Hubbard, and Chairman Nick Jones opposing.

Commissioner Bernadette Dubuss moved to recommend approval of the rezoning; seconded by Commissioner Carlos Solis. The vote passed with 5-2 to recommend approval for the rezoning, with Commissioners Harry Mason and Judy Proli opposing.



CITY OF CLERMONT
REZONING
APPLICATION

DATE: 9/8/2014

FEE: \$350.⁰⁰

PROJECT NAME (if applicable): Hartwood Marsh Subdivision

APPLICANT: D. R. Horton, Inc.

CONTACT PERSON: Broc Althafer

Address: 6200 Lee Vista Blvd., Suite 400

City: Orlando State: FL Zip: 32822

Phone: 407/856-6039 Fax: 888/691-2996

E-Mail: balthafer@drhorton.com

OWNER: Sharon Bongard

Address: 193 Pascack Road

City: Woodcliff Lake State: NJ Zip: 07677

Phone: 201/391-2434 Fax: 201/391-2434

Address of Subject Property: Hartwood Marsh Road, Lake County

Legal Description (include copy of survey): See Exhibit 'A'

Acreage: 19.94 Land Use: Timber
(City verification required)

Present Zoning: Agriculture (Lake County) Proposed Zoning: Medium Density Residential
(City verification required)

******* 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.**

**CITY OF CLERMONT
REZONING
APPLICATION
Page 2**

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

What are you proposing to do that would require a rezoning?

The subject agriculture property will be developed into a single family subdivision consistent with the surrounding area. The proposed zoning of Medium Density Residential (R-2) is being requested. The proposed subdivision plan is a gated community that incorporates 53 lots with a density of 2.66 lots/acre consistent with the future land use of Low Density Residential. The typical lot size is 75' x 137 with a total parcel area of 10,331 sq. ft., which is consistent with neighboring development to the east.

BZOC ALTHAFER
Applicant Name (print)

x BB
Applicant Name (signature)

Sharon Bongard
Owner Name (print)

x Sharon Bongard
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.**

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

Exhibit 'A'

Legal Description
Parcel 2

A Parcel of Land Lying in the Southeast Quarter of Section 10, Township 23 South, Range 26 East Being Described as Follows:

Commence At the Northwest Corner of Lot 28, Southern Fields Phase 1, According To the Plat Thereof As Recorded Plat Book 53, Pages 30-32, Public Records of Lake County Florida for a Point Of Reference; Thence Run South 80°58'20" East, Along The north Line of Said Southern Fields Phase 1, 663.08 Feet to The Point Of Beginning; Thence Run North 00°47'10" East, 1294.52 Feet to The South Right-Of-Way Line Of Hartwood Marsh Road; Thence Run North 89°59'36" East, Along Said South Right-Of-Way Line, 671.06 Feet To The West Line of Aforesaid Southern Fields Phase 1; Thence Departing Said South Right-Of-Way Line, Run South 00°47'10" West, Along Said West Line, 1294.92 Feet To The North Line Of Aforesaid Plat Of Southern Fields Phase 1; Thence Run North 89°58'20" West, Along Said North Line, 671.06 Feet To The Point Of Beginning.

The Above Described Parcel of Land Lies In Lake County, Florida and Contains 19.944 Acres More Or Less.

BOB MCKEE

LAKE COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2013 Paid Real Estate

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
1023260004-000-00600		1412293	0003

BONGARD SHARON G
193 PASCACK RD
WOODCLIFF LAKE, NJ 07677

NW 1/4 OF SE 1/4--LESS N 33 FT--ORB
3583 PG 2164

**PAY IN U.S. FUNDS TO BOB MCKEE, TAX COLLECTOR · PO BOX 327 · TAVARES, FL 32778-0327 · 352-343-9602**

AD VALOREM TAXES					
TAXING AUTHORITY	ASSESSED VALUE	EXEMPTION AMT	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED
LAKE COUNTY GENERAL	60,450	46,800	13,650	4.7309	64.58
AMBULANCE MSTU	60,450	46,800	13,650	0.3853	5.26
STORMWATER ROADS PARKS	60,450	46,800	13,650	0.4984	6.80
ENVIRON LAND PURCHASE	60,450	46,800	13,650	0.1900	2.59
FIRE MSTU	60,450	46,800	13,650	0.3222	4.40
LAKE CO SCHOOL BOARD					
CURRENT	60,450	46,800	13,650	5.6700	77.40
CAPITAL OUTLAY	60,450	46,800	13,650	1.5000	20.48
ST JOHNS WATER MGMT	60,450	46,800	13,650	0.3283	4.48
LAKE CO WATER AUTH	60,450	46,800	13,650	0.2554	3.49
S LAKE CNTY HOSP	60,450	46,800	13,650	0.7900	10.78
TOTAL:				14.6705	\$200.26

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
NON-AD VALOREM ASSESSMENTS:		\$0.00

COMBINED TAXES AND ASSESSMENTS: \$200.26

If Paid By	Mar 31, 2014
Please Pay	\$0.00

Paid 03/17/2014 Receipt # 2013-00255645 \$200.26

BOB MCKEE

LAKE COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2013 Paid Real Estate

PAY IN U.S. FUNDS TO BOB MCKEE, TAX COLLECTOR · PO BOX 327 · TAVARES, FL 32778-0327 · 352-343-9602

If Paid By	Mar 31, 2014
Please Pay	\$0.00

NW 1/4 OF SE 1/4--LESS N 33 FT--ORB 3583
PG 2164

BONGARD SHARON G
193 PASCACK RD
WOODCLIFF LAKE, NJ 07677

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
1023260004-000-00600		1412293	0003

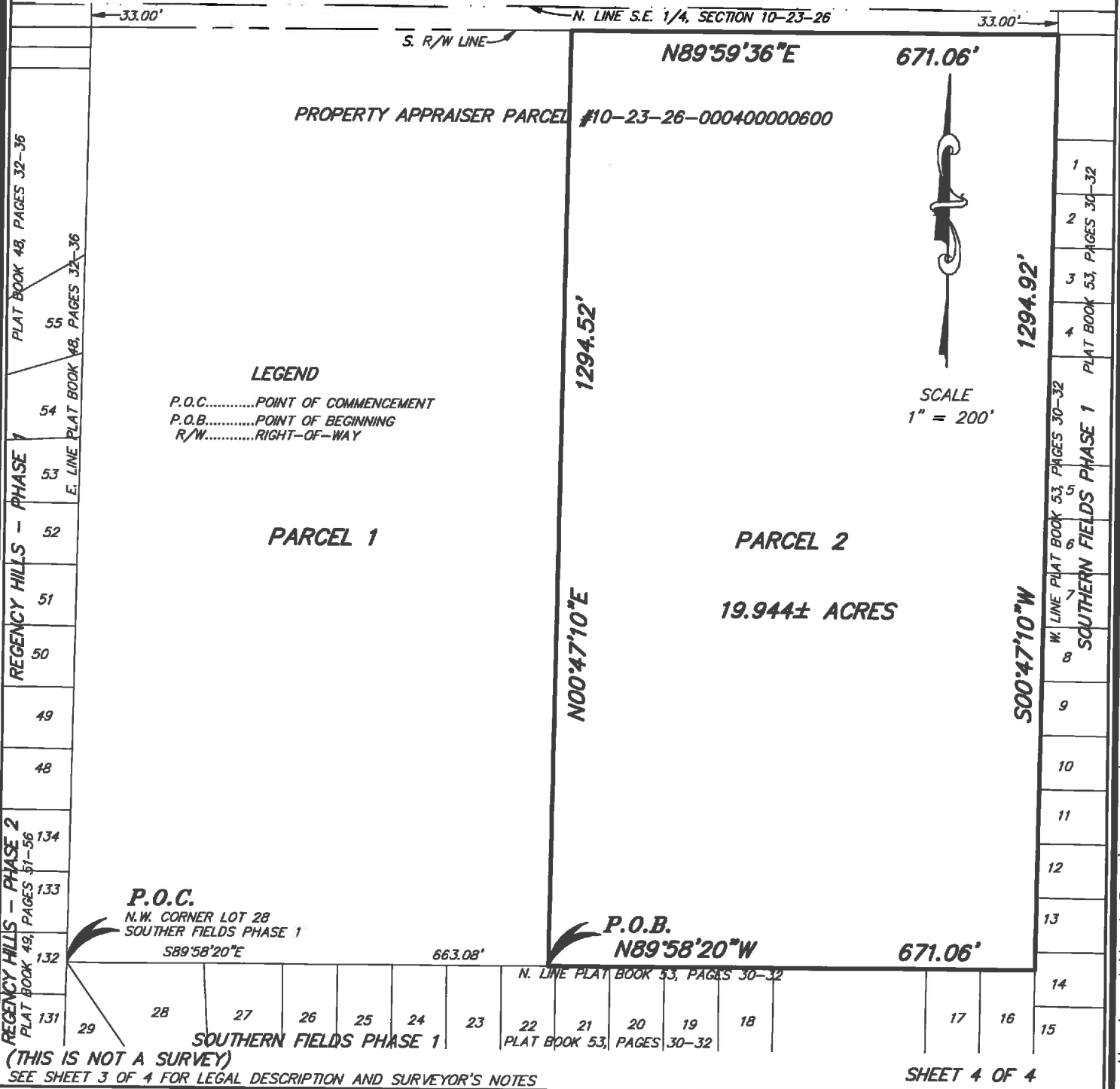
Paid 03/17/2014 Receipt # 2013-00255645 \$200.26



LEGAL DESCRIPTION

LOT SPLIT EXHIBIT
PROPERTY APPRAISER PARCEL
#10-23-26-000400000600

HARTWOOD MARSH ROAD
66' RIGHT-OF-WAY WIDTH



PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

WWW.PECONLINE.COM

SECTION 10, TOWNSHIP 23 SOUTH, RANGE 26 EAST

DATE: SEPTEMBER 4, 2014

PREP BY: T.W.B.

DRAWN BY: T.W.B.

JOB #: 14-052

O: 14-052 DR Horton Heartwood Marsh Road Lot Split 14-052 Lot Split.dwg Sep 08, 2014 - 12:24pm

LEGAL NOTICE

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

ORDINANCE NO. 2014-32

An ordinance under the Code of Ordinances of the City of Clermont, Lake County, Florida amending the official zoning map of the City of Clermont, referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances; Rezoning the real properties described herein as shown below, providing for severability, an effective date and publication.

LOCATION

Vacant property
South of Hartwood Marsh Rd, approx. $\frac{3}{4}$ mile east of Hancock
Road and Hartwood Marsh Road Intersection

LEGAL DESCRIPTION

A parcel of land lying in the southeast quarter of Section 10, Township 23 South, Range 26 East being described as follows:

Commence at the northwest corner of Lot 28, Southern Fields Phase 1, according to the plat thereof as recorded Plat Book 53, Pages 30-32, Public Records of Lake County, Florida for a point of reference; thence run south 89°58'20" east, along the north line of said Southern Fields Phase 1, 663.08 feet to the point of beginning; thence run north 00°47'10" east, 1294.52 feet to the south right-of-way line of Hartwood Marsh Road; thence run north 89°59'36" east, along said south right-of-way line, 671.06 feet to the west line of aforesaid Southern Fields Phase 1; thence departing said south right-of-way line, run south 00°47'10" west, along said west line, 1294.92 feet to the north line of aforesaid plat of Southern Fields Phase 1; thence run north 89°58'20" west, along said north line, 671.06 feet to the point of beginning.

The above described parcel of land lies in Lake County, Florida and contains 19.944 acres more or less.

FROM UE URBAN ESTATE
TO R-2 MEDIUM DENSITY RESIDENTIAL

This request will be considered by the Planning & Zoning Commission on Tuesday, October 7, 2014 at 7:00 p.m.

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

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

This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose St., Monday through Friday between the hours of 8:00 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 may need to ensure that a verbatim record is made.

Tracy Ackroyd
City Clerk

Daily Commercial
9/30/2014 and November 25, 2014

7





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date								
Tuesday, December 9, 2014								
Agenda Item Name								
Variance Request <i>Hartwood Marsh Subdivision</i>								
Requested Action								
Move to deny Variance request.								
Staff Report								
The applicant is requesting one (1) variance: (1) To allow for a gated entry feature with private streets in a subdivision, as required by the Land Development Code, Section 110-192 (1) The applicant is requesting this variance in order to construct a new 53 lot residential subdivision with an entry gate. Section 110-192 requires a variance if the applicant wants to provide a gated access point into a subdivision with private streets. The homeowner's association (HOA) will be responsible for maintenance of the streets and gate feature and the roads will be constructed to City standards. Staff acknowledges that gated entries are becoming more common in residential subdivisions. The Land Development Code (LDC) requires a gated entry feature with private streets to be approved by City Council. Staff cannot support this request because Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that one of the eight does not meet these findings.								
Legal Impact								
Additional Analysis								
Fiscal Impact Summary								
Fiscal Impact	Fund Number and Description	Available Budget Amount						
Exhibits Attached (copies of original agreements)								
<table border="0"> <tr> <td>1. Sec 86-174 Review Criteria</td> <td>Hartwood Marsh Review Criteria and Finding.docx</td> </tr> <tr> <td>2. Gated Entry Site Plan</td> <td>36515 Variance Request Site Plan.pdf</td> </tr> <tr> <td>3. Application</td> <td>VAR application.pdf</td> </tr> </table>			1. Sec 86-174 Review Criteria	Hartwood Marsh Review Criteria and Finding.docx	2. Gated Entry Site Plan	36515 Variance Request Site Plan.pdf	3. Application	VAR application.pdf
1. Sec 86-174 Review Criteria	Hartwood Marsh Review Criteria and Finding.docx							
2. Gated Entry Site Plan	36515 Variance Request Site Plan.pdf							
3. Application	VAR application.pdf							

4. Legal ad

VAR legal ad.docx

Hartwood Marsh Subdivision – Gated Entry 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: The three developments (Hunters Run, Regency Hills, and Hartwood Reserve) near or adjacent to the proposed development have been constructed with gated entrances creating a homeowners desired expectation for the subject to be developed to the same standards.

Staff comments: A gated entry feature is available to any subdivision that may seek approval from the City Council. No special conditions or circumstances exist.

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: The gated entrance amenity is driving the residential market in the Hartwood Marsh Corridor given that three developments near the subject property have provided the requested amenity.

Staff comments: Staff agrees that the applicant did not create a condition giving rise to the requested variance request. Section 110-192 of the LDC requires a variance for private streets with gated entry.

Positive 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: The requested variance is not related to the zoning district regulations and has been granted to and is currently enjoyed by developments with similar zoning restrictions as the proposed zoning of the property.

Staff comments: The LDC requires a variance if the subdivision will be gated and have private streets.

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: The variance request is based on developing the property to be consistent with the area in which the property is located and is not related to the cost of constructing the development.

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 variance is the minimum variance necessary for reasonable use of the land.*

Staff comments: *Staff agrees that the applicant is making reasonable use of the land.*

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 requested variance is not governed by a zoning district.*

Staff comments: *The City Council has granted similar variance requests in the past for gated entry into a subdivision.*

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 requested variance is to conform to the essential character of the area surrounding the site.*

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: *The requested variance is in harmony with the intent of the land development code by following the code specified design guidelines for gated communities. The requested variance is not injurious to the surrounding properties and is requested to conform to the character of the surrounding property.*

Staff comments: *Staff feels that granting the variance will be in harmony with the general intent and purpose of the land development code. The gated entry would complement the existing gated subdivisions in the area.*

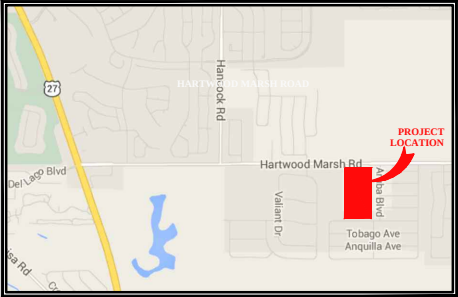
Positive finding

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 **one** of the eight do not meet these findings. Therefore, staff recommends denial of the one variance request by the applicant to the Clermont Land Development Code.

GATED ACCESS VARIENCE NOTES:

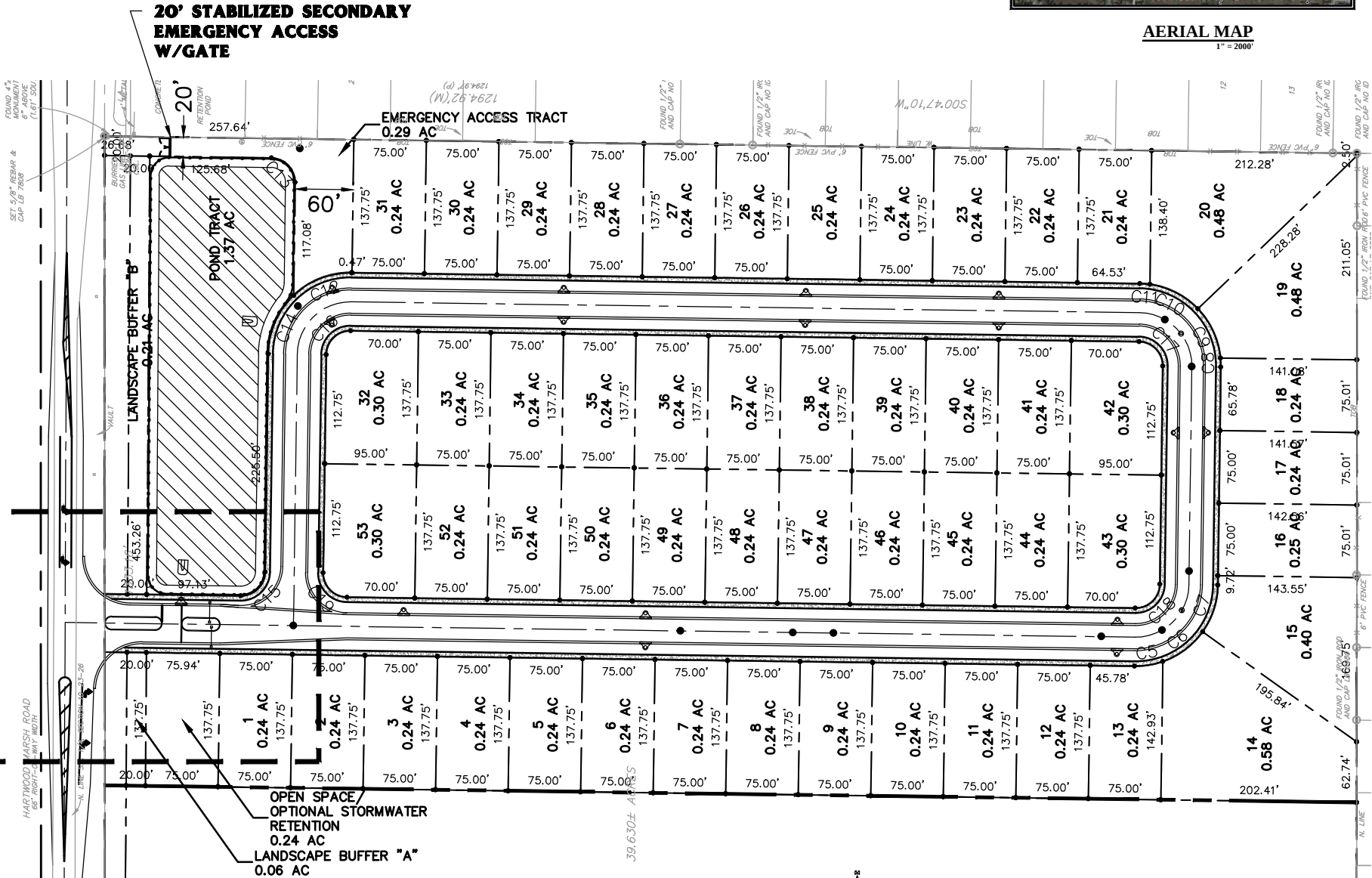
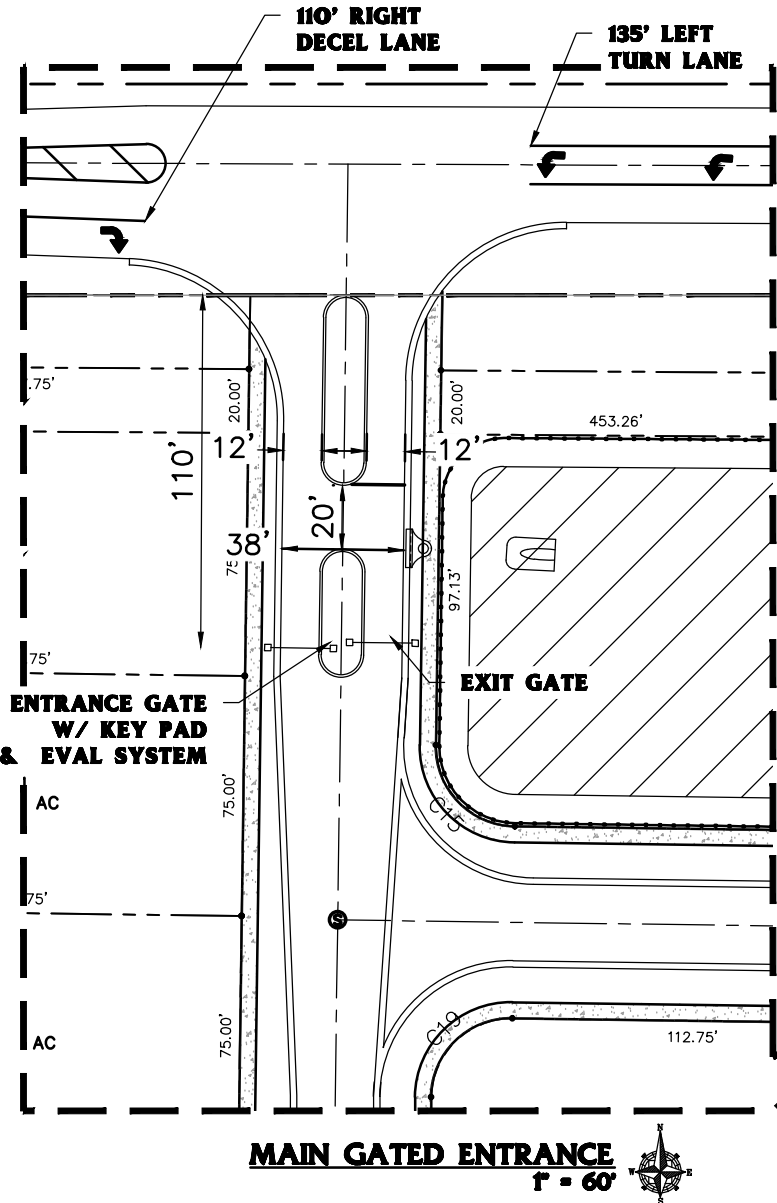
1. APPROVED PRIVATE STREETS SHALL BE PRIVATELY MAINTAINED.
2. A MINIMUM OF TWO POINTS OF ACCESS SHALL BE PROVIDED INTO EACH SUBDIVISION OF 25 LOTS OR MORE.
3. ALL GATED COMMUNITIES IN THE CITY SHALL INSTALL AND MAINTIAN ON EACH ACCESS GATE INTO THE COMMUNITY AN EMERGENCY VEHICLE ACCESS CONTROL (EVAC) SYSTEM.
4. EACH GATED COMMUNITY SHALL ALSO INSTALL AT EACH ACCESS GATE A KEYPAD CODE ENTRANCE DEVICE. THE KEYPAD ENTRANCE CODE MUST BE SUPPLIED TO THE FIRE DEPARTMENT IN WRITING UPON INSTALLATION, AND WRITTEN NOTICE MUST BE MADE WHEN ANY CHANGES ARE MADE TO THE CODE.
5. IT SHALL BE A REQUIREMENT IN THE DESIGN OF ANY GATE THAT, IN THE EVENT OF A POWER FAILURE TO THE GATE, THAT ALL GATES AUTOMATICALLY GO TO THE FULLY OPENED POSITION.
6. ENTRANCE AND EXIT GATES MUST ALLOW A MINIMUM OF 12 FEET OF ROADWAY CLEARANCE WHEN IN THE OPEN POSITION.
7. EXISTING AND NEW COMMUNITIES SHALL PROVIDE FIVE CONTROLLERS FOR THE EVAC SYSTEM TO THE CITY.



LOCATION MAP
NOT TO SCALE



AERIAL MAP
1" = 2000'



OVERALL SITE PLAN
1" = 150'

IBI GROUP (FLORIDA) INC. ENGINEERS ARCHITECTS SURVEYORS PLANNERS ENVIRONMENTAL CONSULTANTS LANDSCAPE ARCHITECTS 2300 MITLAND CENTER PARKWAY SUITE 101 MITLAND, FLORIDA 32751 (407) 660-2120 ORLANDO POMPAHO BEACH			DATE		BY
			REV		
SITE PLAN GATED ACCESS VARIANCE REQUEST HARTWOOD MARSH SUBDIVISION CITY OF CLERMONT					
DRAWING: T. COUNTS		11/18/2014			
DESIGNED: T. COUNTS					
CHECKED: M. YOUNG					
DATE: 11/18/2014					
SCALE AS NOTED PROJECT 36515					
SHEET EXHIBIT 1					
IBI GROUP FLORIDA ENGINEERING BUSINESS NO. 2966 NOT FOR CONSTRUCTION 11/18/14					



CITY OF CLERMONT
VARIANCE
Application

DATE: _____

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): Hartwood Marsh Subdivision

APPLICANT: D. R. Horton, Inc.

CONTACT PERSON: Broc Althafer, P.E.

Address: 6200 Lee Vista Blvd., Suite 400

City: Orlando State: FL Zip: 32822

Phone: 407/856-6039 Fax: 888/691-2996

E-Mail: balthafer@drhorton.com

OWNER: Sharon Bongard

Address: 193 Pascack Road

City: Woodcliff Lake State: NJ Zip: 07677

Phone: 201/391-2434 Fax: 201/391-1712

Address of Subject Property: Hartwood Marsh Road, Lake County

General Location: Hartwood Marsh Road approximately 1.4 miles east of U.S. Hwy. 27.

Legal Description (include copy of survey): See Exhibit 'A'

Land Use (City verification required): Timber

Zoning (City verification required): Ex. Agriculture, Pro. Medium Density Residential

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:
Section 110-192 (1)

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

The requested variance is to provide the amenity of gated access to the proposed development Hartwood Marsh Subdivision. The proposed gated access will comply with the requirements of Section 110-192 (1). A variance is required to provide gate access to any development pursuant to Section 110-192 (1) of the City of Clermont Land Development Code. The gated access is an amenity driven by market demand in the Hartwood Marsh Corridor. The proposed development is currently adjacent to three gated access communities. Providing gated access will allow the development to be compatible and harmonious with the surrounding development within the Hartwood Marsh Corridor.

How does the Code create a hardship?

The gated access variance is request to comply with code section 110-192 (1) to develop the proposed subdivision to be compatible with the surrounding area.

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

Variance requested – subject and code section: Gated Community sec. 110-192 (1)

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 three developments (Hunters Run, Regency Hills, and Hartwood Reserve) near or adjacent to the proposed development have been constructed with gated entrances creating a homeowners desired expectation for the subject to be developed to the same standards.

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

The gated entrance amenity is driving the residential market in the Hartwood Marsh Corridor given that three developments near the subject property have provided the requested amenity.

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;

The requested variance is not related to the zoning district regulations and has been granted to and is currently enjoyed by developments with similar zoning restrictions as the proposed zoning of the property.

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

The variance request is based on developing the property to be consistent with the area in which the property is located and is not related to the cost of constructing the development.

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

The variance is the minimum variance necessary for reasonable use of the land.

(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 requested variance is not governed by a 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

The requested variance is to conform to the essential character of the area surrounding the site.

(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 requested variance is in harmony with the intent of the land development code by following the code specified design guidelines for gated communities. The requested variance is not injurious to the surrounding properties and is requested to conform to the character of the surrounding property.

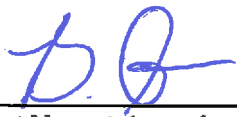
**CITY OF CLERMONT
VARIANCE**

**Application
Page 4**

Broc Althafer, P.E.

Applicant Name (print)

x


Applicant Name (signature)

Sharon Bongard

Owner Name (print)

x

Sharon Bongard
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

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 gated entry amenity with private streets in a subdivision, as required by the Land Development Code, Section 110-192 (1) at the following location:

LOCATION

Vacant property
South of Hartwood Marsh Rd, approx. $\frac{3}{4}$ mile east of Hancock Road and
Hartwood Marsh Road Intersection

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 Tuesday, December 9, 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, MMC
City Clerk

Daily Commercial
December 2, 2014



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, December 9, 2014	
Agenda Item Name	
Resolution No. 2014-35 <i>Heritage Hills</i>	
Requested Action	
Move to approve Resolution 2014-35.	
Staff Report	
This request was originally advertised for the October 28, 2014 Council Meeting and was tabled to December 9, 2014 to allow it to be reconsidered by the Planning and Zoning Commission on November 4, 2014. The applicant is requesting to amend the existing Conditional Use Permit (Res. 2013-10) to allow for adjustments to the roadway connection points and to allow for a non-age restricted phase. The existing resolution depicts roadway connection points that connect the internal right-of-way to the proposed Hartle Road extension, which is currently undeveloped. Because Hartle Road is undeveloped and not programmed for construction, the applicant/developer is left with altering the connection points to the right-of-way. Currently, the site plan shows access to Hartle Road north of Hartwood Marsh Road. The new proposed plan shows the eastern portion on the project accessing directly to Hartwood Marsh Rd. The applicant is also requesting to create a separate non-age-restricted portion of the project with 67 units. Currently, Heritage Hills is designated as age-restricted by the original approved Conditional Use Permit. Heritage Hills is also part of the Kings Ridge Development of Regional Impact (DRI), which also includes Kings Ridge, Legends, and their associated office, commercial and institutional use properties. Within this DRI development order, an equivalency matrix was created and approved by the state that allows for substitutions of uses within the DRI without further state and regional agency approval. This matrix allows for non-age-restricted homes to be substituted for previously approved commercial and age-restricted homes. Lennar has 106 approved age-restricted units remaining of the 1,223 CUP maximum allowable units. Using the equivalency matrix table, Lennar proposes to convert 106 age-restricted units to 29 single family residential (SFR) units. In order to obtain a total of 67 SFR units, they need an additional 38 SFR units which can be obtained from 4,700 square feet of unused retail space.	

Applying the conversion/equivalency matrix to achieve 67 single family residential non-age restricted homes will be achieved as follows:

Existing Approval	Conversion Rate/Equivalency	Requested
106 DU age-restricted homes	0.28	29 DU Single-Family Residential
4,700 Square Feet Retail	8.11	38 DU Single-Family Residential
TOTAL		67 DU Single-Family Residential

This conversion and modification of the CUP will allow Lennar to develop the former Phase 7 of Heritage Hills as a stand-alone community that is separated from Heritage Hills. Lennar has reassured the residents of Heritage Hills that it does not plan to grant any access from the proposed community to the existing amenities of Heritage Hills. The site plans and related approvals have been revised in “Exhibit B and C” to eliminate any connections from Hartle Road to Heritage Hills. All previously approved changes from the conditional use permit amendments in 2009 and 2013 are included in the current proposed CUP amendment.

The applicant has stated the request is based on three physical site characteristics that make it impractical for the new community area to be included in the age-restricted, gated community. These include a 200-foot-wide Duke Energy easement, Hartle Road, and two isolated wetlands all located between Phase 6 and the new community area. The applicant stated that these barriers create 220 feet to 550 feet of separation between the two developments and make a connection by an internal roadway system impractical to design.

Lennar held a community meeting with the residents on October 6, 2014 to address questions and concerns raised by the residents.

Commissioner Harry Mason moved to recommend approval of the conditional use permit with the additional language pertaining to the clubhouse access, wall, and street lights; seconded by Commissioner Tony Hubbard. The vote was unanimous to recommend approval for the conditional use permit.

Legal Impact		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		
1.	Resolution	2014-35 w strikes.pdf
2.	CUP Conditions	Heritage Hills Draft.doc
3.	Exhibit	Heritage Hills Exhibit non age restricted.doc
4.	Site Plan	Heritage Hills Site Plan 2.pdf
5.	School impact	Heritage Hills School Board comments.pdf
6.	Minutes	11-4-2014 HH.doc
7.	Application	2014 application.pdf
8.	Legal ad	2014 CUP legal ad.docx

**CITY OF CLERMONT
RESOLUTION NO. 2014-35**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CLERMONT, LAKE COUNTY, FLORIDA, GRANTING AN
AMENDMENT TO A CONDITIONAL USE PERMIT TO ALLOW AN
ADJUSTMENT TO THE ROAD-WAY CONNECTION POINTS AND TO
ALLOW FOR A NON-AGE RESTRICTED PORTION OF THE SITE.**

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held November 4, 2014 recommended approval of this amendment to the Conditional Use Permit to allow an adjustment to the road-way connection points and to allow for a non-age restricted portion of the site; at the following location:

LOCATION:

East of Hancock Road, north of Hartwood Marsh Road,
and south of Highway 50

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 an amendment to the Conditional Use Permit to allow an adjustment to the road-way connection points and to allow for a non-age restricted portion of the site; 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. Upon approval of this resolution, the property shall only be used for the purposes described herein. No expansion of the use(s) or any additional uses shall be permitted except as approved by another Conditional Use Permit.
3. The property described in “Exhibit A” shall be developed in substantial accordance with the conceptual site plan, Center Lake Properties Limited/Vista Royale, modified October 2014, by BESH INC., as shown in “Exhibits B and C” and Map H; Master Development Plan for Kings Ridge DRI, dated November 2005, prepared by Glatting Jackson Kercher Anglin Lopez Rinehart, as shown in “Exhibit D,” incorporating all conditions of this Conditional Use Permit.

CITY OF CLERMONT
RESOLUTION NO. 2014-35

4. 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 Planned Unit Development without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits from the City and other applicable jurisdictional entities.
5. Prior to the issuance of any permits, the applicant shall be required to submit formal site plans for review and approval by the City of Clermont Site Review Committee. The site plans shall meet all submittal requirements and comply with the conditions of this Resolution, applicable City codes, regulations, ordinances, and provide compliance with the adopted City Comprehensive Plan, as amended.
6. Any specific references in this Resolution to the Florida Statutes, Florida Administrative Code, City of Clermont Land Development Regulations, City of Clermont Comprehensive Plan, shall include any future amendments to the statutes, code, regulations and or plan.
7. A Certificate of Occupancy shall not be issued until each of the stated conditions has been met.
8. 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 as prescribed in the City Code.
9. The Conditional Use Permit must be executed and filed in the office of the City Clerk within 90 days of the date of grant by the City Council or the permit shall become null and void.
10. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date 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.
11. The subject property; Heritage Hills, shall be an independent development and shall not become part of the Kings Ridge Planned Unit Development as an addition or extension of the Kings Ridge Community Association, Incorporated.
12. The subject property; New Community/Phase 7, shall be an independent development and shall not become part of the Heritage Hills Development as an addition or extension of the Heritage Hills Community Association, Incorporated. The new community/phase 7 shall not have access to the pool or clubhouse amenities within the Heritage Hills Development.

CITY OF CLERMONT
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Section 2 – Land Use

The parcel shall be developed as a residential Planned Unit Development. The community shall be owner occupied ~~age-restricted~~. The project shall be developed in accordance with the UD-7 Mixed-Use Classification I Land Use District.

1. Number and Type of Residential Units. There are 1,223 dwelling units approved for “Parcel H,” a density 2.77 dwelling units per acre. All land used to calculate density must be useable land. Floodplains, wetlands, natural bodies of water, and power line easements are not useable land for density calculations.
2. Lot Sizes. Residential construction shall be permitted on lots that are a minimum of 50 feet x 100 feet (5,000 square feet); however, cul-de-sac or unique configured corner lots may be permitted less than 50 foot frontage as long as the lot meets the 50 foot required width at the building setback line and meets the minimum square footage. Within the gated community, residential attached construction shall be permitted on lots that are a minimum of 20 feet x 100 feet (2,000 square feet). Setbacks shall be as provided in Exhibits “B” and “C.”
3. Structure Setbacks. Minimum setbacks shall be twenty (20) feet for front yards, fifteen (15) feet for rear yards for the principal dwelling unit, and a ten (10) foot separation between buildings. Accessory structures such as pools, decks and screened enclosures shall be constructed a minimum of five (5’) feet from the rear yard property line.
4. Impervious Surfaces Limitations. A maximum impervious surface ratio shall not be calculated on individual lots for permitting purposes.
5. Total Open Space. A minimum of 45 percent of the useable land shall be open space. This may include common open space; including trails, yards, landscape buffers and power line easements. Floodplain areas, wetland areas, natural water bodies, rights-of-way, and dry water retention areas shall not be calculated as open space or common space.
6. Common Open Space. A minimum of 50 acres of land shall be designated as Common Open Space. Common Open Space shall be defined as land set aside, dedicated, designated, or reserved for public use or the use of owners and occupants of the development. Common Open Space includes parks and recreation areas. It does not include the perimeter landscape buffer described in Section 7, Condition 3.
7. A clubhouse and recreation facilities will be provided for the benefit of the owners of property within the Heritage Hills Planned Unit Development.
8. In order to provide neighborhood continuity within the Heritage Hills development, all residential areas shall access internally to recreational and other passive public areas through design and implementation of pedestrian ways and bicycle paths.

CITY OF CLERMONT
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9. The project shall have an on-site sales and model center.
10. A masonry wall shall be constructed along the eastern portion of Heritage Hills Phase 6.
11. Developer shall install 4 approved street lights along Hartwood Marsh Rd. prior to the Phase 6 final approval.

Section 3 – Physical Site Development and Environmental Issues

1. A dust abatement, soil erosion, and ground stabilization plan shall be submitted to the City detailing measures to be taken to eliminate the migration of dust particles and soil erosion. All disturbed areas that are not to be developed within 30 days after grading is completed shall be seeded and mulched or sodded unless an alternative plan is submitted to and approved by the City.
2. Any and all areas of the parcel shall be in compliance by June 4, 2004 with the agreement with Lake County titled “Developer’s Agreement for Reclamation Activities Related to the Center Lake Sand Mine” dated December 17, 2002. The permittee agrees to execute a document that allows the City to enforce all terms and conditions of the Development Agreement with Lake County following the annexation of property described in Exhibit “A”.
3. Parcels shall be developed with maximum slopes limited to 3:1 with the exception of Parcel A, identified as a park site on the Conceptual Development Plan, where special design features such as overlook plazas may be provided. Here, slopes of 2:1 may be allowed with review and approval by the City Engineer.
4. Stormwater Management: A comprehensive stormwater management system will be provided consistent with all regulatory requirements of the City and the Water Management District.
5. Due to extreme grades existing on the site from the former sand mining operation, previously disturbed areas of the project will be exempt from code limitations regarding the extent of grade changes allowed. Initial reclamation and grading is exempt from City Code; however, after the initial grading has been completed future grading will conform to the City’s grading code.
6. The Floodplain Administrator has determined that the proposed development plans require issuance of a Floodplain Development Permit in accordance with Section 94-50 of the City Code. As part of this Conditional Use Permit, the Floodplain Permit is approved for the construction of a stormwater retention area described on sheet 1 dated August 2014 prepared by Booth, Ern, Straughan and Hiott, Inc. The stormwater

CITY OF CLERMONT
RESOLUTION NO. 2014-35

retention area will retain a minimum volume equal to the post-development minus pre-development runoff volume from the 25-year 96-hour storm over the contributing basin plus a volume equal to the fill proposed in the floodplain so that no change in the base flood elevation will result from the proposed construction. No impacts to the wetland fringe of Johns Lake will result from construction of the stormwater retention pond, subject to compliance with St. Johns River Water Management District regulations and all other applicable laws.

Section 4 – DRI Development Order Issues and Impact Mitigation

Prior to obtaining a preliminary plat of the property, the owner shall comply with the requirements of Chapter 380.06, Florida Statutes, which governs Developments of Regional Impact. If the property is governed by the provisions of Chapter 380.06, Florida Statutes and proceeds through the Development of Regional Impact process, then the terms and conditions of this permit may be modified so as to conform to the terms and conditions of the Development Order issued by the City.

Section 5 – Utilities

1. The project shall be plumbed for reclaimed water use. In order to prevent potential cross connection of potable water supply and reuse water lines, all reuse lines shall be installed in purple colored pipe. Irrigation water shall be supplied by a private irrigation well and system permitted and constructed by the owner to serve the residents and common areas until reuse water is available. The City shall operate and maintain the well and distribution mains up to and including the irrigation meters.
2. A 100 foot by 100 foot well site shall be dedicated to the City; the location of which to be determined by the City Engineer.
3. The City will provide water and wastewater services for the project described in the Planned Unit Development.
4. The permittee will be responsible for extending utility lines to the project.
5. The permittee shall not place more than thirty-six (36) inches of overburden on utility lines. Where landscape may be located over such line, the City shall receive indemnification in the event of necessary operation and/or maintenance of the utility. Repair and/or replacement of landscape shall be the responsibility of the permittee.
6. The City may construct a liner in any or all of the retention ponds within the development to be used for bulk reclaimed water storage. The City will construct the liner at its own expense and restore the area to a condition equal to the conditions prior to liner construction. The City may construct at its own expense a pump station and filtration

CITY OF CLERMONT
RESOLUTION NO. 2014-35

system for the reclaimed water to be constructed along the banks of the pond. The construction of the facilities will mimic a residential-style structure to blend in with the surroundings. The owner shall dedicate access easements over the pond areas to facilitate this use.

Section 6 – Transportation Improvements

1. The permittee shall dedicate right-of-way necessary for the proposed realignment of Hartwood Marsh Road as determined by Lake County. In the event development of the project reached a stage where access from Hartwood Marsh Road is necessary and the planned improvements to Hartwood Marsh Road have not been made, there may be a requirement for improvements to the existing roadway such as turn lanes. The developer shall dedicate right-of-way of eighty (80) feet in width for the extension of Hartle Road through the property so as to connect with Hartwood Marsh Road.
2. The developer shall meet the required access management standards of Lake County and the Florida Department of Transportation (FDOT) consistent with jurisdictional roadway classifications as it relates to identified jurisdictional facilities.
3. To provide safe access and preserve operational capacity, the developer shall fund on-site and immediate area improvements consistent with impacts of the specific access being requested. Immediate improvements necessitated by construction of ingress/egress roadways to the project shall be provided, consistent with the impact of the facility constructed. The City of Clermont and Lake County shall jointly review and determine approval of access facilities. Plans and specifications for any proposed access shall be provided for review, evaluation and approval prior to physical construction. Such improvements may include, but not be limited to, acceleration lanes, deceleration lanes, turn lanes, tapers, signalization, and signage, widening, and resurfacing of the impacted roadway consistent with the specific land utilization for the access being requested.
4. If in the future it is determined by the City that a signal is warranted at the intersection of Hancock Road and Kings Ridge Boulevard, the permittee shall pay a pro rata share of the cost of engineering, equipment and installation of the signal.
5. A sidewalk shall be provided along Hartwood Marsh Road the length of the subject property unless Lake County constructs a trail in lieu of the sidewalk.
6. In order to provide neighborhood continuity within Heritage Hills, all residential areas shall access internally to recreational and other passive public areas through design and implementation of road networks, pedestrian ways and bicycle paths. Main roads through the project shall have cart paths on both sides of the road and have a six (6) foot wide sidewalk on one side of the roadway. A sidewalk will be required on both sides of the roadway where parcels are not served by community walking trails. Neighborhood roads will have a cart path on one side of the road and will not be required to have sidewalks.

CITY OF CLERMONT
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7. The roads within the Planned Unit Development shall be private and the roads shall be owned and maintained by a duly appointed and authorized Homeowners Association.
8. The roadway surface may be designed and constructed in two $\frac{3}{4}$ inch lifts of asphalt for a total of 1 $\frac{1}{2}$ inch asphalt surface.
9. "F" type vertical curbs are to be provided throughout the community.
10. Ingress and egress to the site for construction shall be as approved by the City Site Review Committee.
11. A second entrance to the development will be required prior to August 31, 2013 ~~and a connection will be made to Hartle Road prior to the development of Parcels #4 and #8 if Hartle Road is constructed.~~ Should the entrance road not be completed by August 31st, 2013 no further Certificates of Occupancy will be issued until the road is complete.
10. A temporary access road from Hartwood Marsh Road to the terminus of the existing, completed portion of Heritage Hills Boulevard may be constructed and remain in operation for a period of two years. The entrance at Hartwood Marsh Road shall be constructed to City standards; including street lights, for a distance of approximately 400 feet. Improvements along Hartwood Marsh shall be completed including right and left turn lanes, sidewalks, utilities and street lights. The temporary road shall follow the alignment shown in submittal dated January 20, 2009, as prepared by Booth, Ern, Straughan and Hiott, Inc. The temporary road shall be a minimum of 24 feet in width with a 12-inch stabilized subgrade and a minimum of 1-inch of asphalt. Temporary stormwater retention shall be provided and the design shall at a minimum collect runoff from the road and provide permanent erosion protection. The existing construction entrance shall remain in service.
13. The new development; phase 7, shall provide access to Hartle Road within one year once Hartle Road is constructed.

Section 7 – Landscaping

1. The project shall be landscaped in accordance with the City landscape ordinance with the exception that required trees shall be three inches caliper in size.
2. Landscape buffers along rights-of-way shall be constructed per Code. Walls or fences shall be located on inside perimeter of the buffers and the landscape material shall be planted on the outside of the wall or fence. Chain link and vinyl or plastic fencing will not be allowed along public rights-of-way.
3. A minimum twenty (20) foot wide perimeter landscape buffer shall be provided between abutting property boundaries. The buffer shall be landscaped and irrigated according to Code.

CITY OF CLERMONT
RESOLUTION NO. 2014-35

4. All signage shall be constructed according to the current City sign code.

Exhibit A

Legal Description of 442-acre property, Center Lake PUD

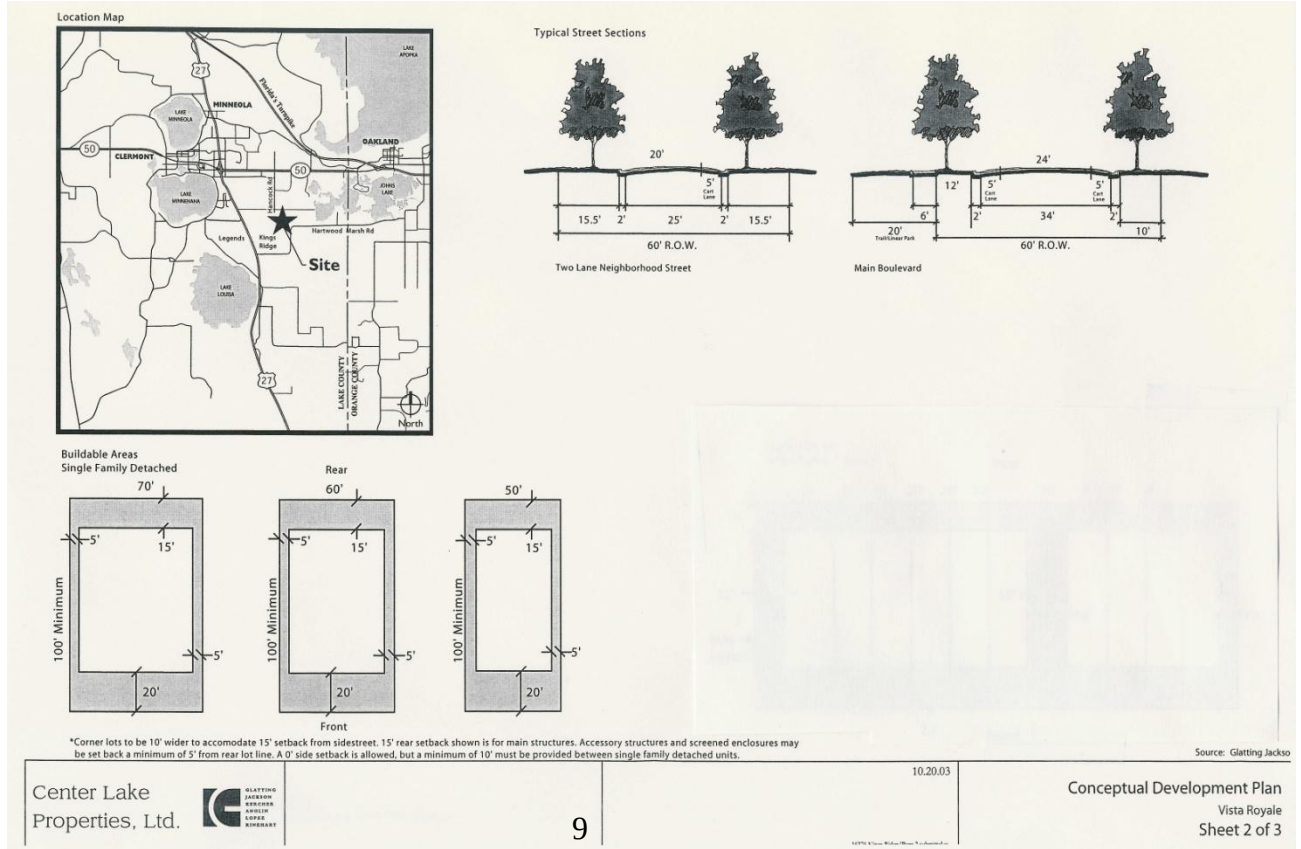
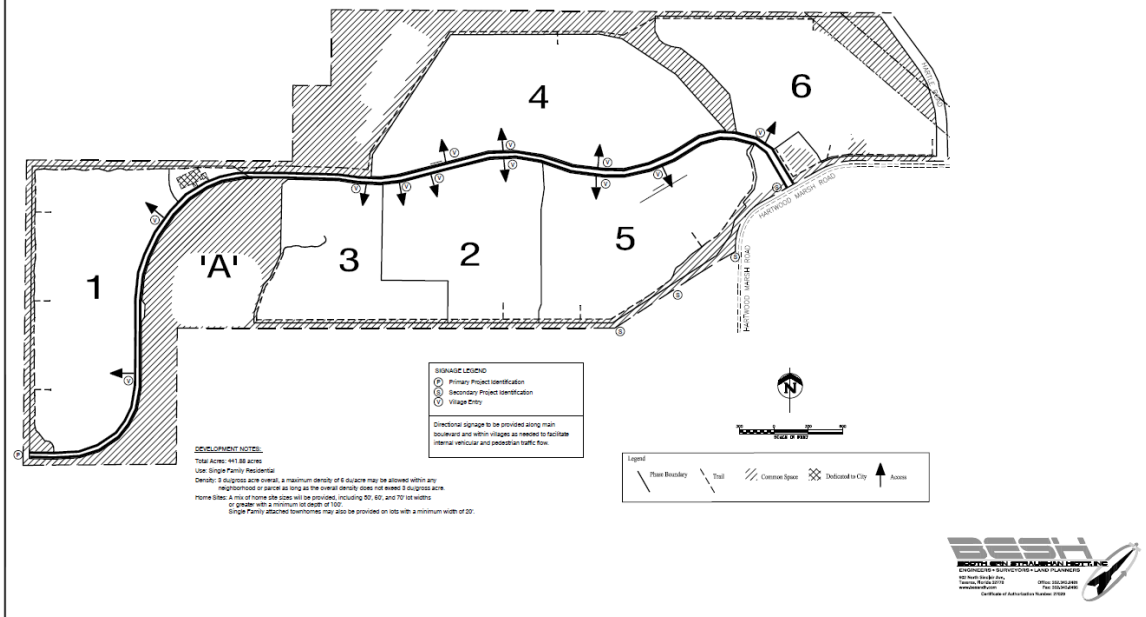
A tract of land lying in Section 2 and 3, Township 23 South, Range 26 East, Lake County, Florida being more particularly described as follows:

Commence at the North $\frac{1}{4}$ corner of Section 2, thence S $00^{\circ} 17' 01''$ W along the West line of the Northeast $\frac{1}{4}$ of Section 2 for a distance of 1318.96 feet to the Point of Beginning; thence S $89^{\circ} 38' 50''$ East along the North line of the S $\frac{1}{2}$ of the Northeasterly $\frac{1}{4}$ of Section 2 for a distance of 2647.84 feet thence S $00^{\circ} 22' 14''$ W along the East line of the Northeasterly $\frac{1}{4}$ of Section 2 for a distance of 1288.41 feet to the Northerly right of way of Hartwood Marsh Road; (An 80.00 feet right of way per Official Record Book 1299, Page 1952) thence N $89^{\circ} 33' 05''$ W along said right of way for a distance of 2031.70 feet to the point of curvature of a curve concave southerly having a radius of 676.00 feet; thence along said curve through a central angle of $29^{\circ} 37' 34''$ for a distance of 349.54 feet to the point of tangency; thence S $60^{\circ} 49' 22''$ W for a distance of 581.58 feet to the point of curvature of a curve concave Southeasterly having a radius of 422.00 feet; thence along the arc of said curve through a central angle of $60^{\circ} 07' 10''$ for a distance of 442.80 feet to the point of tangency; thence S $00^{\circ} 42' 12''$ W for a distance of 59.22 feet; to a point on a non-tangent curve concave Southeasterly and having a radius of 6222.73 feet; thence departing said right of way from a tangent bearing of South $60^{\circ} 40' 56''$ West, run southwesterly along the arc of said curve through a central angle of $03^{\circ} 37' 29''$ for a distance of 393.66 feet to the point of tangency; thence South $57^{\circ} 03' 27''$ West for a distance of 851.32 feet; thence South $89^{\circ} 59' 59''$ West for a distance of 3811.20 feet to the West line of the Southeast $\frac{1}{4}$ of Section 3; thence South $00^{\circ} 23' 05''$ West along the East line of said Southwest $\frac{1}{4}$ of Section 3 for a distance of 1183.99 feet; thence South $89^{\circ} 33' 57''$ West along the South line of said Southwest $\frac{1}{4}$ for a distance of 1335.49 thence North $00^{\circ} 38' 49''$ thence North $00^{\circ} 38' 19''$ East along the West line of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 3 for a distance of 2655.36 feet; thence South $89^{\circ} 40' 41''$ East along the North line of the South $\frac{1}{2}$ of Section 3 for a distance of 2315.53 feet; thence North $00^{\circ} 25' 11''$ East for a distance of 661.05 feet; thence South $89^{\circ} 39' 45''$ East for a distance of 330.78 feet; thence North $00^{\circ} 25' 53''$ East along the West line of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 3 for a distance of 660.96 feet; thence South $89^{\circ} 38' 49''$ East along the North line of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 3 for a distance of 1323.66 feet; thence South $89^{\circ} 43' 10''$ East along the North line of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 2 for a distance of 2648.47 feet to the POINT OF BEGINNING.

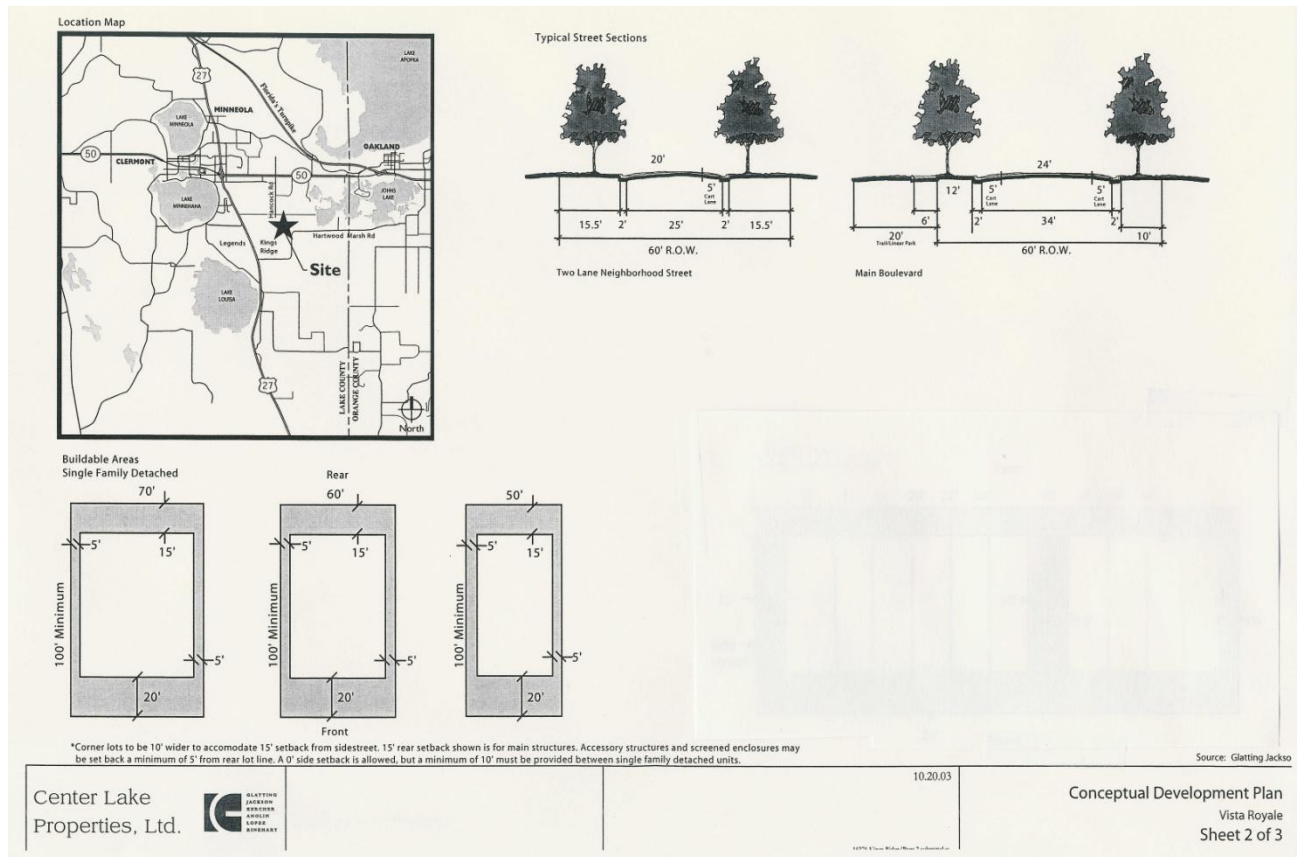
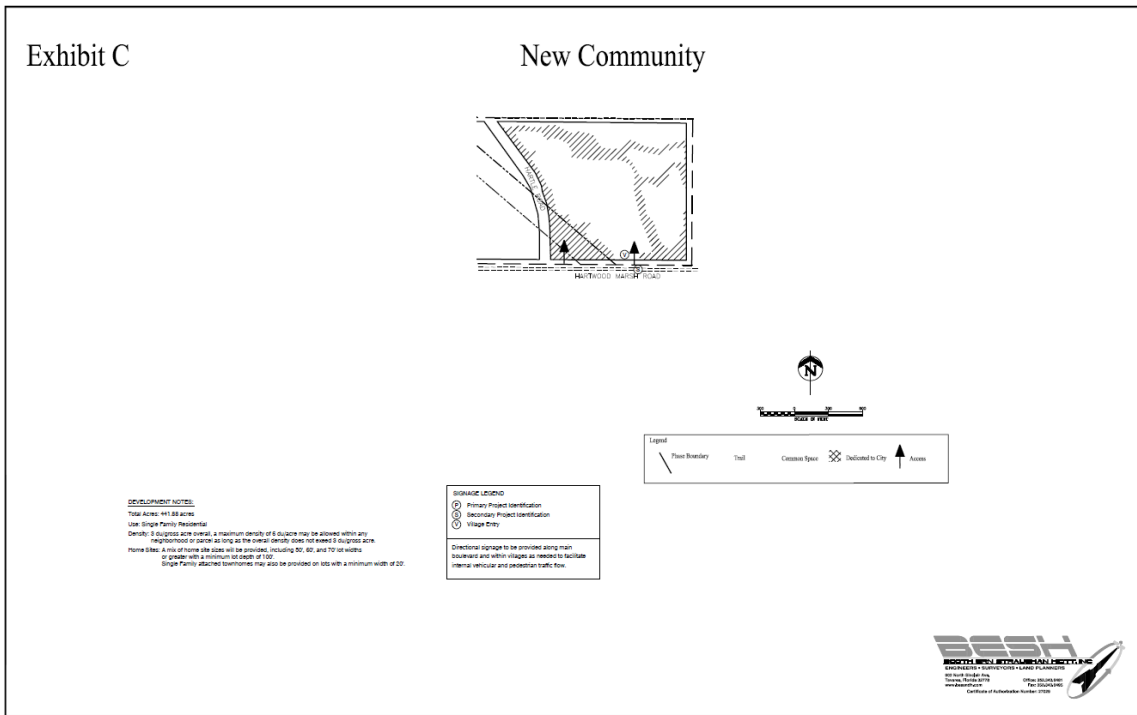
Containing 19248275 Square Feet or 441.88 Acres, more of less.

CITY OF CLERMONT RESOLUTION NO. 2014-35

Exhibit B

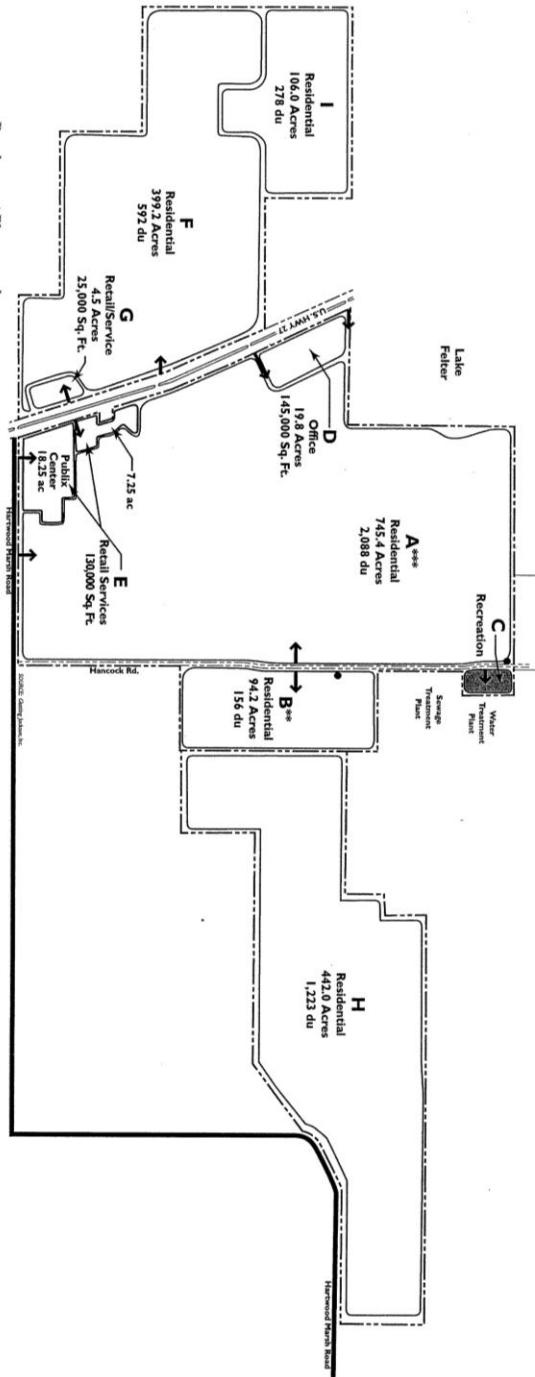


CITY OF CLERMONT RESOLUTION NO. 2014-35



**CITY OF CLERMONT
RESOLUTION NO. 2014-35**

Map H
Master Development Plan



Development Plan

Parcel	Use	Acres	Units
A,B,F,H,I	Residential	1786.3*	4,337 du
E,G	Retail/Service	30.0	155,000 sf C/LA
D	Office	19.8	145,000 sf C/LA
A,F	Common Open Space* (Gold/Stormwater Management)	54	Holes
Total		23.0	
		1843.6	

* Common Open Space acreage included in parcel acreage
 ** 29 acres subject area and 1-acre undeveloped area included in Parcel B.
 *** Parcel A includes 29-acre flood station

KINGS RIDGE
LENNAR HOMES AT CLERMONT

November 2013
Scale in Feet
0 400 800 1600

North
IG
INTEGRATED GROUP

CITY OF CLERMONT
RESOLUTION NO. 2014-35

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 9th day of December, 2014.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

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. Upon approval of this Resolution, the property shall only be used for the purposes described herein. No expansion of the use(s) or any additional uses shall be permitted except as approved by another Conditional Use Permit.
3. The property described in “Exhibit A” shall be developed in substantial accordance with the Conceptual Site Plan, Center Lake Properties Limited/Vista Royale, modified October 2014, by BESH INC., as shown in “Exhibits B and C” and Map H (Master Development Plan for Kings Ridge DRI), dated November 2005, prepared by Glatting Jackson Kercher Anglin Lopez Rinehart, as shown in “Exhibit D,” incorporating all conditions of this Conditional Use Permit.
4. 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 Planned Unit Development without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits from the City and other applicable jurisdictional entities.
5. Prior to the issuance of any permits, the applicant shall be required to submit formal site plans for review and approval by the City of Clermont Site Review Committee. The site plans shall meet all submittal requirements and comply with the conditions of this Resolution, applicable City Codes, Regulations, Ordinances, and provide compliance with the adopted City Comprehensive Plan, as amended.
6. Any specific references in this Resolution to the Florida Statutes, Florida Administrative Code, City of Clermont Land Development Regulations, City of Clermont Comprehensive Plan, shall include any future amendments to the Statutes, Code, Regulations and or Plan.
7. A Certificate of Occupancy shall not be issued until each of the stated conditions has been met.
8. 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 as prescribed in the City Code.
9. The Conditional Use Permit must be executed and filed in the office of the City Clerk within 90 days of the date of grant by the City Council or the permit shall become null and void.
10. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date 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.
11. The subject property (Heritage Hills) shall be an independent development and shall not become part of the Kings Ridge Planned Unit Development as an addition or extension of the Kings Ridge Community Association, Incorporated.

12. The subject property (New Community / Phase 7) shall be an independent development and shall not become part of the Heritage Hills Development as an addition or extension of the Heritage Hills Community Association, Incorporated. The new community/ phase 7 shall not have access to the pool or clubhouse amenities within the Heritage Hills Development.

Section 2 – Land Use

The parcel shall be developed as a residential Planned Unit Development. The community shall be owner occupied ~~and age-restricted~~. The project shall be developed in accordance with the UD-7 Mixed-Use Classification I Land Use District.

1. *Number and Type of Residential Units* - There are 1,223 dwelling units approved for “Parcel H,” a density 2.77 dwelling units per acre. All land used to calculate density must be useable land. Floodplains, wetlands, natural bodies of water, and power line easements are not useable land for density calculations.
2. *Lot Sizes* – Residential construction shall be permitted on lots that are a minimum of 50 feet x 100 feet (5,000 square feet); however, cul-de-sac or unique configured corner lots may be permitted less than 50 foot frontage as long as the lot meets the 50 foot required width at the building setback line and meets the minimum square footage. Within the gated community, residential attached construction shall be permitted on lots that are a minimum of 20 feet x 100 feet (2,000 square feet). Setbacks shall be as provided in Exhibits “B” and “C.”
3. *Structure Setbacks* – Minimum setbacks shall be twenty (20) feet for front yards, fifteen (15) feet for rear yards for the principal dwelling unit, and a ten (10) foot separation between buildings. Accessory structures such as pools, decks and screened enclosures shall be constructed a minimum of five (5’) feet from the rear yard property line.
4. *Impervious Surfaces Limitations* – A maximum impervious surface ratio shall not be calculated on individual lots for permitting purposes.
5. *Total Open Space* – A minimum of 45 percent of the useable land shall be open space. This may include common open space (including trails), yards, landscape buffers and power line easements. Floodplain areas, wetland areas, natural water bodies, rights-of-way, and dry water retention areas shall not be calculated as open space or common space.
6. *Common Open Space* – A minimum of 50 acres of land shall be designated as Common Open Space. Common Open Space shall be defined as land set aside, dedicated, designated, or reserved for public use or the use of owners and occupants of the development. Common Open Space includes parks and recreation areas. It does not include the perimeter landscape buffer described in Section 7, Condition 3.
7. A clubhouse and recreation facilities will be provided for the benefit of the owners of property within the Heritage Hills Planned Unit Development.

8. In order to provide neighborhood continuity within the Heritage Hills development, all residential areas shall access internally to recreational and other passive public areas through design and implementation of pedestrian ways and bicycle paths.
9. The project shall have an on-site sales and model center.
10. A masonry wall shall be constructed along the eastern portion of Heritage Hills Phase 6.
11. Developer shall install 4 approved street lights along Hartwood Marsh Rd. prior to the Phase 6 final approval.

Section 3 – Physical Site Development and Environmental Issues

1. A dust abatement, soil erosion, and ground stabilization plan shall be submitted to the City detailing measures to be taken to eliminate the migration of dust particles and soil erosion. All disturbed areas that are not to be developed within 30 days after grading is completed shall be seeded and mulched or sodded unless an alternative plan is submitted to and approved by the City.
2. Any and all areas of the parcel shall be in compliance by June 4, 2004 with the agreement with Lake County titled “Developer’s Agreement for Reclamation Activities Related to the Center Lake Sand Mine” dated December 17, 2002. The permittee agrees to execute a document that allows the City to enforce all terms and conditions of the development agreement with Lake County following the annexation of property described in Exhibit “A”.
3. Parcels shall be developed with maximum slopes limited to 3:1 with the exception of Parcel A, identified as a park site on the conceptual development plan, where special design features such as overlook plazas may be provided. Here, slopes of 2:1 may be allowed with review and approval by the City Engineer.
4. Stormwater Management: A comprehensive stormwater management system will be provided consistent with all regulatory requirements of the City and the Water Management District.
5. Due to extreme grades existing on the site from the former sand mining operation, previously disturbed areas of the project will be exempt from Code limitations regarding the extent of grade changes allowed. Initial reclamation and grading is exempt from City Code; however, after the initial grading has been completed future grading will conform to the City’s grading code.
6. The Floodplain Administrator has determined that the proposed development plans require issuance of a Floodplain Development Permit in accordance with Section 94-50 of the City Code. As part of this CUP, the Floodplain Permit is approved for the construction of a stormwater retention area described on sheet 1 dated August 2014 prepared by BESH INC. The stormwater retention area will retain a minimum volume equal to the post-development minus pre-development runoff volume from the 25-year 96-hour storm over the contributing basin plus a volume equal to the fill proposed in the floodplain so that no change in the base flood elevation will result from the proposed construction. No impacts to the wetland fringe of Johns Lake will

result from construction of the stormwater retention pond, subject to compliance with St. Johns River Water Management District regulations and all other applicable laws.

Section 4 – DRI Development Order Issues and Impact Mitigation

1. Prior to obtaining a preliminary plat of the property, the owner shall comply with the requirements of Chapter 380.06, Florida Statutes, which governs Developments of Regional Impact. If the property is governed by the provisions of Chapter 380.06, Florida Statutes and proceeds through the Development of Regional Impact process, then the terms and conditions of this permit may be modified so as to conform to the terms and conditions of the development order issued by the City.

Section 5 – Utilities

1. The project shall be plumbed for reclaimed water use. In order to prevent potential cross connection of potable water supply and reuse water lines, all reuse lines shall be installed in purple colored pipe. Irrigation water shall be supplied by a private irrigation well and system permitted and constructed by the owner to serve the residents and common areas until reuse water is available. The City shall operate and maintain the well and distribution mains up to and including the irrigation meters.
2. A 100 foot by 100 foot well site shall be dedicated to the City; the location of which to be determined by the City Engineer.
3. The City will provide water and wastewater services for the project described in the Planned Unit Development.
4. The permittee will be responsible for extending utility lines to the project.
5. The permittee shall not place more than thirty-six (36) inches of overburden on utility lines. Where landscape may be located over such line, the City shall receive indemnification in the event of necessary operation and/or maintenance of the utility. Repair and/or replacement of landscape shall be the responsibility of the permittee.
6. The City may construct a liner in any or all of the retention ponds within the development to be used for bulk reclaimed water storage. The City will construct the liner at its own expense and restore the area to a condition equal to the conditions prior to liner construction. The City may construct at its own expense a pump station and filtration system for the reclaimed water to be constructed along the banks of the pond. The construction of the facilities will mimic a residential-style structure to blend in with the surroundings. The owner shall dedicate access easements over the pond areas to facilitate this use.

Section 6 – Transportation Improvements

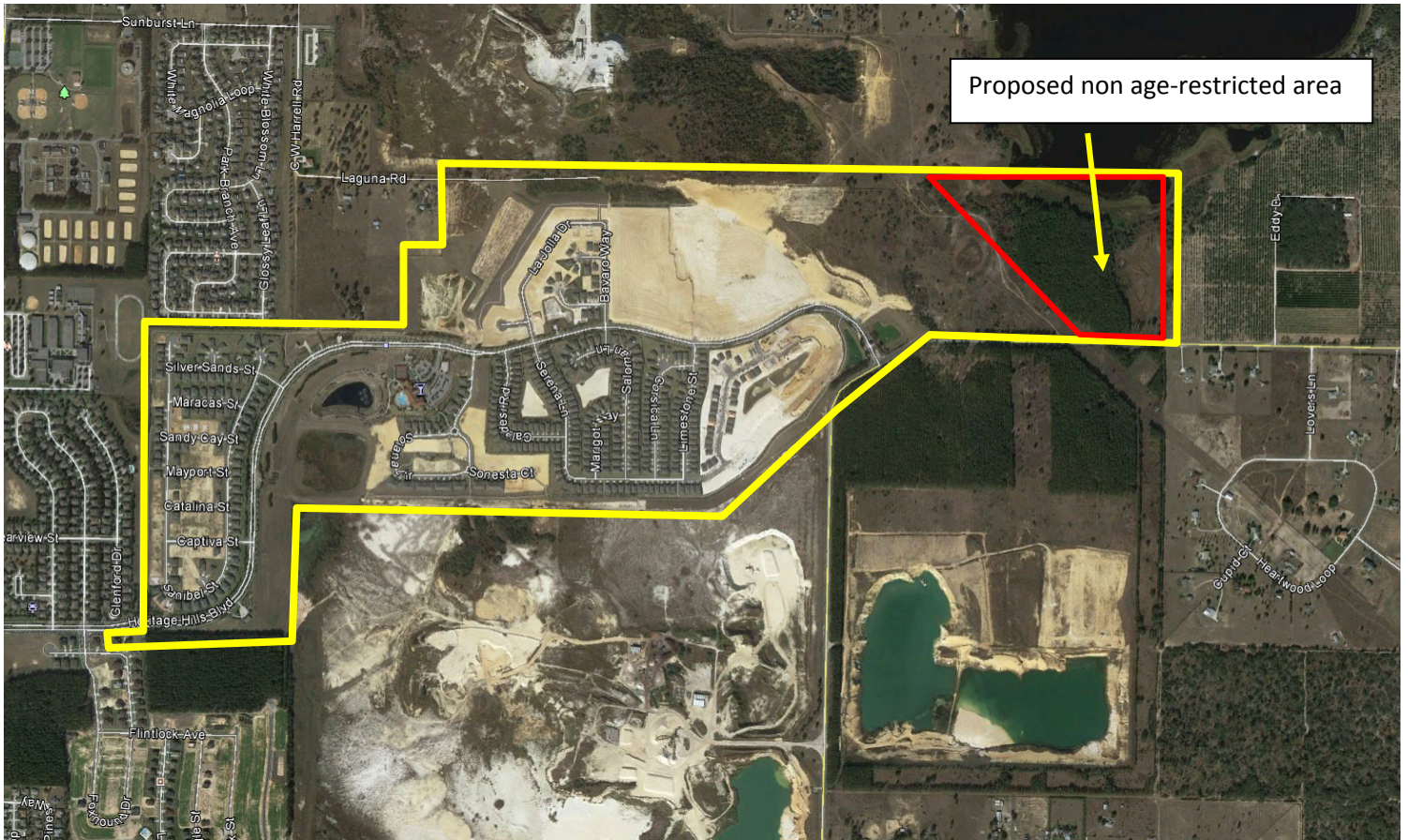
1. The permittee shall dedicate right-of-way necessary for the proposed realignment of Hartwood Marsh Road as determined by Lake County. In the event development of the project reached a stage where access from Hartwood Marsh Road is necessary and the planned improvements to Hartwood Marsh Road have not been made, there may be a requirement for improvements to the existing roadway such as turn lanes. The developer shall dedicate right-of-way of eighty (80) feet in width for the extension of Hartle Road through the property so as to connect with Hartwood Marsh Road.
2. The developer shall meet the required access management standards of Lake County and the Florida Department of Transportation (FDOT) consistent with jurisdictional roadway classifications as it relates to identified jurisdictional facilities.
3. To provide safe access and preserve operational capacity, the developer shall fund on-site and immediate area improvements consistent with impacts of the specific access being requested. Immediate improvements necessitated by construction of ingress/egress roadways to the project shall be provided, consistent with the impact of the facility constructed. The City of Clermont and Lake County shall jointly review and determine approval of access facilities. Plans and specifications for any proposed access shall be provided for review, evaluation and approval prior to physical construction. Such improvements may include, but not be limited to, acceleration lanes, deceleration lanes, turn lanes, tapers, signalization, and signage, widening, and resurfacing of the impacted roadway consistent with the specific land utilization for the access being requested.
4. If in the future it is determined by the City that a signal is warranted at the intersection of Hancock Road and Kings Ridge Blvd., the permittee shall pay a pro rata share of the cost of engineering, equipment and installation of the signal.
5. A sidewalk shall be provided along Hartwood Marsh Road the length of the subject property unless Lake County constructs a trail in lieu of the sidewalk.
6. In order to provide neighborhood continuity within Heritage Hills, all residential areas shall access internally to recreational and other passive public areas through design and implementation of road networks, pedestrian ways and bicycle paths. Main roads through the project shall have cart paths on both sides of the road and have a six (6) foot wide sidewalk on one side of the roadway. A sidewalk will be required on both sides of the roadway where parcels are not served by community walking trails. Neighborhood roads will have a cart path on one side of the road and will not be required to have sidewalks.
7. The roads within the Planned Unit Development shall be private and the roads shall be owned and maintained by a duly appointed and authorized Homeowners Association.
8. The roadway surface may be designed and constructed in two ¾ inch lifts of asphalt for a total of 1 ½ inch asphalt surface.
9. “F” type vertical curbs are to be provided throughout the community.
10. Ingress and egress to the site for construction shall be as approved by the City Site Review Committee.

11. A second entrance to the development will be required prior to August 31, 2013 ~~and a connection will be made to Hartle Road prior to the development of Parcels #4 and #8 if Hartle Road is constructed.~~ Should the entrance road not be completed by August 31st, 2013 no further certificates of occupancy will be issued until the road is complete.
12. A temporary access road from Hartwood Marsh Road to the terminus of the existing, completed portion of Heritage Hills Boulevard may be constructed and remain in operation for a period of two years. The entrance at Hartwood Marsh Road shall be constructed to City standards; including street lights, for a distance of approximately 400 feet. Improvements along Hartwood Marsh shall be completed including right and left turn lanes, sidewalks, utilities and street lights. The temporary road shall follow the alignment shown in submittal dated January 20, 2009, as prepared by Booth, Ern, Straughan and Hiott, Inc. The temporary road shall be a minimum of 24 feet in width with a 12-inch stabilized subgrade and a minimum of 1-inch of asphalt. Temporary stormwater retention shall be provided and the design shall at a minimum collect runoff from the road and provide permanent erosion protection. The existing construction entrance shall remain in service.
13. The new development (phase 7) shall provide access to Hartle Rd within one year once Hartle Rd. is constructed.

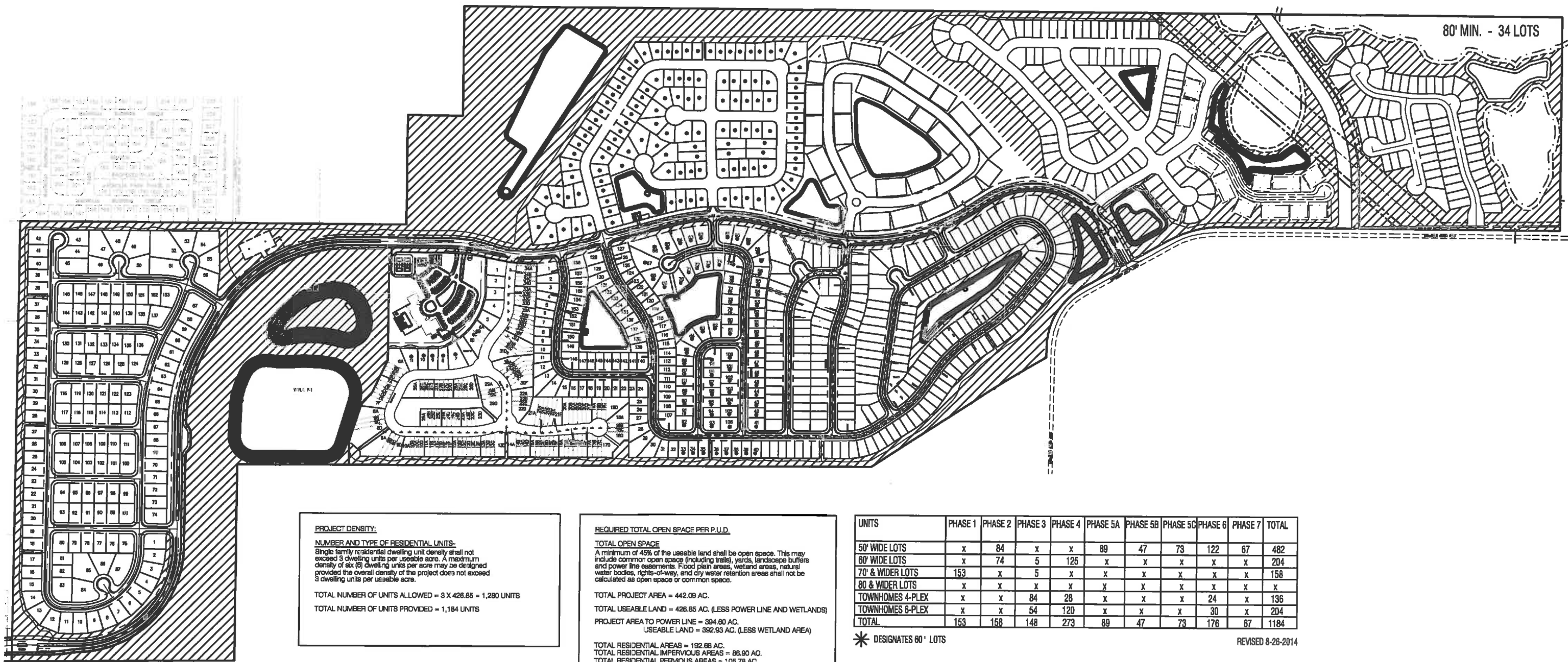
Section 7 – Landscaping

1. The project shall be landscaped in accordance with the City Landscape Ordinance with the exception that required trees shall be three inches caliper in size.
2. Landscape buffers along rights-of-way shall be constructed per Code. Walls or fences shall be located on inside perimeter of the buffers and the landscape material shall be planted on the outside of the wall or fence. Chain link and vinyl or plastic fencing will not be allowed along public rights-of-way.
3. A minimum twenty (20) foot wide perimeter landscape buffer shall be provided between abutting property boundaries. The buffer shall be landscaped and irrigated according to code.
4. All signage shall be constructed according to the current City sign code.

Aerial map:



HERITAGE HILLS



PROJECT DENSITY:

NUMBER AND TYPE OF RESIDENTIAL UNITS:

Single family residential dwelling unit density shall not exceed 3 dwelling units per useable acre. A maximum density of six (6) dwelling units per acre may be designed provided the overall density of the project does not exceed 3 dwelling units per useable acre.

TOTAL NUMBER OF UNITS ALLOWED = 3 X 426.85 = 1,280 UNITS

TOTAL NUMBER OF UNITS PROVIDED = 1,184 UNITS

REQUIRED COMMON OPEN SPACE PER P.U.D.

COMMON OPEN SPACE

A minimum of 50 acres of land shall be designated as Common Open Space. Common Open Space shall be defined as land set aside, dedicated, designated or reserved for public use or the use of owners and occupants of the development. Common Open Space included parks and recreation areas. It does not include the perimeter landscape buffer described in Section 7, Condition #3.

TOTAL OPEN SPACE = 110.17 AC.

PERIMETER LANDSCAPE BUFFER = 9.65 AC.

TOTAL COMMON OPEN SPACE = 100.52 AC.

(TOTAL OPEN SPACE - PER LANDSCAPE BUFFER)

COMMON OPEN SPACE =



REQUIRED TOTAL OPEN SPACE PER P.U.D.

TOTAL OPEN SPACE

A minimum of 45% of the useable land shall be open space. This may include common open space (including trails), yards, landscape buffers and power line easements. Flood plain areas, wetland areas, natural water bodies, rights-of-way, and dry water retention areas shall not be calculated as open space or common space.

TOTAL PROJECT AREA = 442.09 AC.

TOTAL USEABLE LAND = 426.85 AC. (LESS POWER LINE AND WETLANDS)

PROJECT AREA TO POWER LINE = 394.60 AC.

USEABLE LAND = 392.93 AC. (LESS WETLAND AREA)

TOTAL RESIDENTIAL AREAS = 192.66 AC.

TOTAL RESIDENTIAL IMPERVIOUS AREAS = 86.90 AC.

TOTAL RESIDENTIAL PERVIOUS AREAS = 105.76 AC.

TOTAL CLUBHOUSE SITE AREA = 7.03 AC.

TOTAL IMPERVIOUS AREAS = 5.62 AC. (80%)

TOTAL PERVIOUS AREAS = 1.41 AC. (20%)

TOTAL OPEN SPACE = 109.91 AC.

OPEN SPACE ALONG BOULEVARD TRACT = 6.26 (26' TRACT)

TOTAL = 110.17 AC.

TOTAL WETLAND AREA = 1.67 AC. (TO POWER LINE)

TOTAL WETLAND AREA = 12.20 AC. (ENTIRE PROJECT)

TOTAL BOULEVARD AREA = 14.82 AC.

POWER LINE EASEMENT AREA = 3.04 AC.

TOTAL OPEN SPACE = 217.09 AC.

TOTAL AREA = 426.85 AC. (USEABLE LAND)

TOTAL = 50.90% OPEN SPACE

UNITS	PHASE 1	PHASE 2	PHASE 3	PHASE 4	PHASE 5A	PHASE 5B	PHASE 5C	PHASE 6	PHASE 7	TOTAL
50' WIDE LOTS	X	84	X	X	89	47	73	122	67	482
60' WIDE LOTS	X	74	5	125	X	X	X	X	X	204
70' & WIDER LOTS	153	X	5	X	X	X	X	X	X	158
80' & WIDER LOTS	X	X	X	X	X	X	X	X	X	X
TOWNHOMES 4-PLEX	X	X	84	28	X	X	X	24	X	136
TOWNHOMES 6-PLEX	X	X	54	120	X	X	X	30	X	204
TOTAL	153	158	148	273	89	47	73	176	67	1184

* DESIGNATES 60' LOTS

REVISED 8-26-2014



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
Kyleen Fischer

September 23, 2014

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

RE: City of Clermont Heritage Hills Conditional Use Permit (CUP) Request

Dear Ms. Hollerand:

The City is currently reviewing an applicant's request for a CUP to allow 94 single-family dwelling units. 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 request 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 request has the potential to add 94 new single-family dwelling units that will contribute 23 new students to the Lake County School system. Based on current school attendance zones, schools that will be adversely affected by the CUP request and their projected five-year capacity status are as follows:

- | | |
|--------------------------------------|---------------------------|
| • Lost Lake Elementary School | 8% Under Capacity |
| • Windy Hill Middle School | 13% Over Capacity |
| • East Ridge High School | 12% Under Capacity |

Please see the attached District Growth Impact Report, which indicates the potential impact of the proposed CUP request 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 Heritage Hills (Kings Ridge) / Conditional Use Permit Request

DEVELOPER/OWNER Lennar Homes, LLC

ITEM DESCRIPTION The applicant proposes a Conditional Use Permit (CUP) to allow 94 single-family dwelling units.

LOCATION Sections 4&5, Township 23S, Range 26E
North of Hartwood Marsh Road, south of State Road 50, east of Hancock Road, and west of U.S. Highway 27

CURRENT LAND USE City of Clermont Master Planned Development (12 dwelling units/1 acre)

CURRENT ZONING City of Clermont Planned Unit Development

NEW DU IMPACT

STUDENT GENERATION

Elementary School

Middle School

High School

SF-DU	MF-DU	Mobile	SF Impacts	
			94	Dwelling Units
0.374	0.235	0.126	23	
0.172	0.133	0.065	13	
0.085	0.051	0.029	5	
0.117	0.051	0.032	5	

SCHOOL NAME

Lost Lake Elementary

Windy Hill Middle

East Ridge 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
1,008	1,112	91%	1,021	92%	No
1,295	1,149	113%	1,300	113%	No
2,332	2,648	88%	2,337	88%	No

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

CSA 14

Elementary School

Middle School

High School

Student Enrollment 2017-2018*	Permanent Student Capacity*	% of Permanent Capacity
1,291	1,420	91%
1,295	1,149	113%
0	0	0%

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

COMMENTS:

The proposed CUP will add 94 single-family units, which will adversely impact area schools. Note: The applicant is proposing 94 single-dwelling units for all ages within the Kings Ridge Development of Regional Impact, an age restricted community.

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: 9/23/2014

City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
November 4, 2014

Page 1

The meeting of the Planning & Zoning Commission was called to order Tuesday November 4, 2014 at 7:00 p.m. by Chairman Nick Jones. Other members present were Herb Smith, Bernadette Dubuss, Harry Mason, and Tony Hubbard. Also in attendance were Barbara Hollerand, Development Services Director, Curt Henschel, Planning Manager, Dan Mantzaris, City Attorney, and Rae Chidlow, Planning Specialist.

MINUTES of the Planning and Zoning Commission meeting held October 7, 2014 were approved as written.

REPORTS

Chairman Nick Jones stated that the 10th season for the Florida Lakes Symphony will open Friday, November 14, 2014 at the Family Christian Center.

1. REQUEST FOR CONDITIONAL USE PERMITS

REQUEST: Heritage Hills Subdivision

APPLICANT: Lennar

Planning Manager Curt Henschel presented the staff report as follows:

The applicant is requesting to amend the existing conditional use permit (Resolution #2013-10) to allow for adjustments to the roadway connection points and to allow for a non-age restricted phase.

The existing resolution depicts road way connection points that connect the internal right-of-way to the proposed Hartle Road extension, which is currently undeveloped. Because Hartle Road is undeveloped and not programmed for construction, the applicant/developer is left with altering the connection points to the right-of-way. Currently, the site plan shows access to Hartle Road north of Hartwood Marsh Road. The new proposed plan shows the eastern portion on the project accessing directly to Hartwood Marsh Rd.

The applicant is also requesting to create a separate non-age-restricted portion of the project with 67 units. Currently, Heritage Hills is designated as age-restricted by the original approved Conditional Use Permit. Heritage Hills is also part of the Kings Ridge Development of Regional Impact (DRI), which also includes Kings Ridge, Legends, and their associated office, commercial and institutional use properties. Within this DRI development order, an equivalency matrix was created and approved by the state that allows for substitutions of uses within the DRI without further state and regional agency approval. This matrix allows for non-age-restricted homes to be substituted for previously approved commercial and age-restricted homes.

City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
November 4, 2014

Page 2

Lennar has 106 approved age restricted units remaining of the 1,223 conditional use permit maximum allowable units. Using the equivalency matrix table, Lennar proposes to convert 106 age restricted units to 29 SFR units. In order to obtain a total of 67 SFR units, they need an additional 38 SFR units which can be obtained from 4,700 square feet of unused retail space.

This conversion and modification of the conditional use permit will allow Lennar to develop the former Phase 7 of Heritage Hills as a stand-alone community that is separated from Heritage Hills. Lennar has reassured the residents of Heritage Hills that Lennar does not plan to grant any access from the proposed community to the existing amenities of Heritage Hills. The site plans and related approvals have been revised in "Exhibit B and C" to eliminate any connections from Hartle Road to Heritage Hills. All previously approved changes from the conditional use permit amendments in 2009 and 2013 are included in the current proposed conditional use permit amendment.

The applicant has stated the request is based on three physical site characteristics that make it impractical for the new community area to be included in the age-restricted, gated community. These include a 200- foot-wide Duke Energy easement, Hartle Road, and two isolated wetlands all located between Phase 6 and the new community area. The applicant stated that these barriers create 220 feet to 550 feet of separation between the two developments and make a connection by an internal roadway system impractical to design.

Lennar held a community meeting with the residents on October 6, 2014 to address questions and concerns raised by the residents.

Staff recommends approval of the conditional use permit.

Milton Andrade, Project Manager for Lennar Homes, stated that he was present to answer any questions.

Commissioner Harry Mason asked if the 67 non-aged restricted lots will put Heritage Hills over the 80/20 rules for age restrictions.

Mr. Andrade stated that the 80/20 rule is determined on a community-by-community basis.

Commissioner Harry Mason asked about the Kings Ridge DRI as a whole, including all the communities.

Mr. Andrade stated that the 67 non-aged restricted lots would be 5% of non-age restricted for the whole community. He stated that this would be considered a separate community so that rule would not apply.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
November 4, 2014**

Page 3

Mr. Henschel stated that the 80/20 rule is on a community-by-community basis. He stated that if you were to add all the communities together they would already be at a third of non-age restricted lots and would already be over the requirements for the DRI.

Chairman Nick Jones asked that if the Commission recommended approval of the conditional use permit, would the non-age restrictions apply only to the eastern parcel.

Mr. Henschel stated that was correct.

City Attorney Dan Mantzaris stated that the 80/20 rule is calculated by each individual community.

Commissioner Harry Mason stated that he would like to have more specific wording stating that Heritage Hills shall not allow access for Phase 7.

Mr. Henschel suggested adding language to number 11 under section 1 of the conditional uses. He stated that it relates to number 12.

Commissioner Harry Mason asked to add that Phase 7 shall not have access to the clubhouse.

Ed Barnhill, 3743 Sanibel St., stated that he is one of the residents who does not want the third access into Heritage Hills from Hartle Road. He stated that a letter went out from Lennar that they will be putting the wall up along Hartle Road. He stated that they also agreed to put street lights at Heritage Hills Boulevard and Hartwood Marsh Road entrance.

Rob Bonin, Lennar Homes, stated that Lennar will provide a 6 foot pre-cast wall and 4 street lights at the entrance.

Commissioner Harry Mason moved to recommend approval of the conditional use permit with the additional language pertaining to the clubhouse access, wall, and street lights; seconded by Commissioner Tony Hubbard. The vote was unanimous to recommend approval for the conditional use permit.



CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION

DATE: _____

FEE: \$1,500.00

PROJECT NAME (if applicable): Heritage Hills

APPLICANT: Lennar Homes, LLC

CONTACT PERSON: Rob Bonin, Division Manager, Land Entitlements & Development

Address: 8390 Champions Gate Boulevard, Suite 110

City: Champions Gate State: FL Zip: 33896

Phone: 407-744-0047 Fax: 407-448-3361

E-Mail: rob.bonin@lennar.com

OWNER: Lennar Homes, LLC

Address: 8390 Champions Gate Boulevard, Suite 110

City: Champions Gate State: FL Zip: 33896

Phone: 407-744-0047 Fax: 407-448-3361

Address of Subject Property: N/A

General Location: East of Hancock Road, north of Hartwood Marsh Road, and south of Hwy. 50.

Legal Description (include copy of survey): See attached.

Land Use (City verification required): Master Planned Development

Zoning (City verification required): PUD

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.

Modify Heritage Hills CUP per following: 1) Revise Exhibit "B" attachment in CUP to reflect road connection to Harwood Marsh Road and future connection to Hartle Road and build out. 2) Modify CUP language to allow non-age restricted community within Phase 7. Phase 7 is bisected from main community by Duke Power Easement and future Hartle Road tract that has been dedicated to Lake County. Allow 50' wide lots per Heritage Hills CUP. 3) Allow development within floodplain for Phase 7. Compensating storage will be provided for any fill within 100 year floodplain and retention will be designated to provide pre vs post storage of stormwater runoff for 100 year - 24 hour storm event resulting in no loss of flood storage, no increase of flood elevation and no impact to surrounding properties.

Rob Bonin

Applicant Name (print)

Rob Bonin

Owner Name (print)

X

Applicant Name (signature)

X

Owner Name (signature)

* * * * * **NOTICE** * * * * *

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

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



Memorandum

DATE: 7/14/2014
TO: Barbara Hollerand
FROM: Stephanie Shealey, PE *SS*
CC: Brent Lacy, AICP; Milton Andrade, EI
SUBJECT: Kings Ridge DRI Land Use Conversion

PROJECT NO.: 20140557

The Kings Ridge Development of Regional Impact (DRI) was approved in January 1998 with the adoption of the development order (DO). The DRI covered 1,295.6 acres of property located south of SR 50 on both sides of US 27. In November 2005, the DO was amended to increase the size of the DRI by approximately 548 acres of residential and to modify the development program. At the time of this amendment, the results of the monitoring and modeling study were incorporated into the DO and an equivalency matrix was added to allow future conversions between land uses which do not increase the PM peak hour, peak direction trip total. In order to provide additional single-family residential development, the Kings Ridge DRI would like to convert a portion of the remaining retail and all of the remaining retirement land use development intensities to single-family residential. There are currently 94 planned lots in the 'Heritage Hills' portion of the development which were originally planned as 94 retirement dwelling units. In order to retain the use of all 94 lots as single-family dwelling units, a conversion of all 94 retirement dwelling units and 8.4 KSF of retail is proposed. This memorandum serves as the letter of intent to exercise the equivalency matrix in this manner.

A comparison of the original and modified development program is shown in **Table 1**. The first amendment to the DO, while only increasing the total residential by 247 dwelling units, shifted the residential component from being approximately 25% age-restricted to approximately 75% age-restricted.

Table 1
Original and Amended Development Program

Land Use	Intensity				Change	
	Original DO		Amended DO			
Single-Family	2,459	DU	1,026	DU	-1,433	DU
Multi-Family	512	DU	0	DU	-512	DU
Retirement	1,119	DU	3,311	DU	2,192	DU
Total Residential	4,090	DU	4,337	DU	247	DU
Golf Course	45	Holes	54	Holes	9	Holes
Retail	212,500	SF GSF	212,500	SF GSF	0	SF GSF
Office	150,000	SF GLA	145,000	SF GSF	-5,000	SF GSF

Within the amended DO, an equivalency matrix was added to provide a method for future conversions between land uses. The equivalency matrix is shown in **Table 2**. The equivalency matrix uses the PM peak-hour peak-direction trip generation to make conversions between land uses, which results in conversions between land use which do not change the overall trip generation for the DRI, and thus

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Health and Safety
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have little to no impact on the transportation analysis conducted for the DRI. The equivalency matrix is able to be used without requiring a Notice of Proposed Change (NOPC) and amendment to the DO with the following conditions:

- Change must result in intensity within the minimum and maximum threshold set for each land use.
- Any particular land use may only be changed up to 25% of the original intensity in the DO.
- No conversions of land designated as golf course, open space, conservation, or preservation.

Table 2
Equivalency Matrix

70: Ex: From To

	Single Family (DU)	Retirement (DU)	ALF (Unit)	Retail (0-50 KSF)	Office (0-49 KSF)	Office (50-99 KSF)
Single Family (DU)		3.59	6.79	0.12	0.18	0.36
Retirement (DU)	0.28		1.89	0.03	0.05	0.10
ALF (Unit)	0.15	0.53		0.02	0.03	0.05
Retail (0-50 KSF)	8.11	29.12	55.04		1.47	2.90
Office (0-49 KSF)	5.51	19.79	37.39	0.68		1.97
Office (50-99 KSF)	2.80	10.06	19.01	0.35	0.51	

Source: First Amendment to Development Order for the Kings Ridge DRI

A large portion of the Kings Ridge DRI is built-out. The remaining parcels available for development are Parcel D (office) and Parcel H (residential). Based on the current allocation of land use and intensity per parcel, there are 94 remaining retirement dwelling units left on Parcel H. It is these 94 potential lots that the developer is proposing to convert to single-family residential. At the rate of 0.28 Single Family dwelling units per Retirement dwelling unit, only 26 Single Family dwelling units can be recovered, leaving 68 potential lots without any available development "trips". In order to convert all 94 lots to Single Family, other land uses will need to be converted to single-family as well. The current development progress is shown in Table 3 along with the allowable changes per the conditions in the DO. Based on research of the entitlements sold to developers of individual parcels and those which are still maintained by Lennar, approximately 45,301 square feet of unused retail development for Parcel E may be available for conversion.

In order to generate 94 Single-Family dwelling units, the following conversions will be made using the equivalency matrix:

94 DU Retirement	*	0.28	=	26 DU Single Family
8.4 KSF Retail	*	8.11	=	68 DU Single Family
Total				94 DU Single Family

This would leave approximately 36,901 square feet of unused retail development for Parcel E, while providing the requested 94 single family dwelling units. Thus, this conversion is allowable and in compliance with the equivalency matrix approved in the first amended development order.

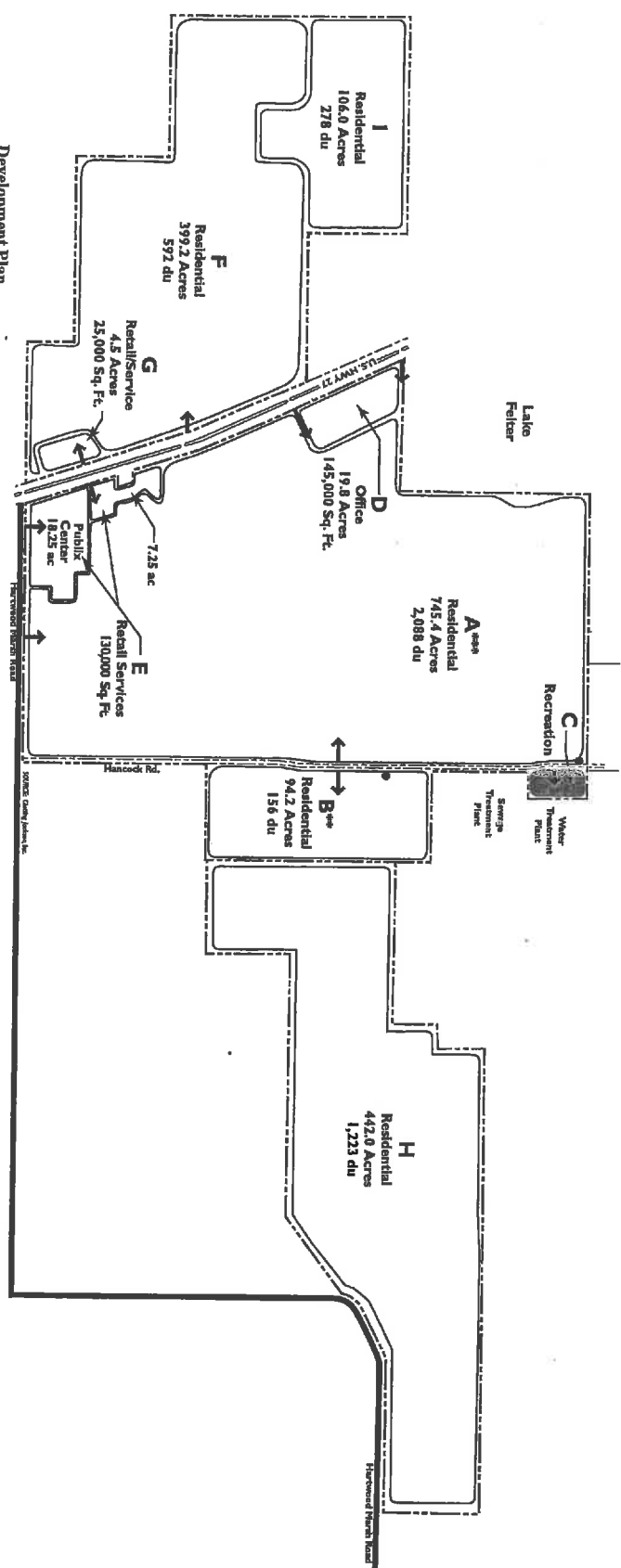
Table 3
Existing Development and Allowable Change

Land Use	Units	Minimum Threshold	Maximum Threshold	Development Program	Existing Development/ Sold Entitlements	Remaining Intensity	Allowable Change ¹
Single Family	DU	1,000	2,500	1,026	1,026	0	+256
Senior Adult	DU	2,000	4,500	3,311	3,217	94	-94
Retail	SF GLA	90,000	250,000	212,500	167,199	45,301	-44,875
Office	SF GLA	0	200,000	145,000	145,000	0	0

- ¹ Allowable change is the minimum of the following, and shown for an increase in single-family and a decrease in the remaining land uses:
- 25% of the current development program,
 - Difference between current development program and threshold
 - Remaining Intensity (for decreases only)

Map H

Master Development Plan



Development Plan

Parcel	Use	Acres	Units
A,B,E,H,I	Residential	1786.8*	4,337 du
C	Recreation	5.0	
E,G	Retail/Service	30.0	155,000 sf GLA
D	Office	19.8	145,000 sf GLA
A,F	Common Open Space* (Golf/Swimmer Management)	34	Holes
	Lake	2.0	
Total		1843.6	

* Common Open Space storage included in parcel or adjacent to parcel.
 ** 30 acres adjacent to and 1 acre immediately adjacent to Parcel B.
 *** Parcel A includes 24 acres for public use.

KINGS RIDGE
LENNAR HOMES AT CLERMONT

November 2005
Selling Point
HTH
1100 400 800 1100

North
IG
GOLF COURSE
DESIGN
INC.

Memorandum

Date: September 2, 2014
To: Barbara Hollerand
From: Duane K. Booth, PE 
CC: Milton Andrade, EI, Lennar
File
Subject: Heritage Hills CUP

The Heritage Hills CUP was originally approved in February 2006 with minor amendments in March 2009 and July 2013.

The main purpose of this application is to request a change to Section 2 – Land Use to allow up to 94 Single Family homes to be developed on Phase 7 and shown the updated Exhibit ‘B’ enclosed. This request is based upon 3 physical site characteristics that make it impractical for Phase 7 to be included in the age restricted gated community. The 3 physical barriers are as follows: A 200ft wide Duke Energy Easement, Hartle Road, and 2 Isolated wetland systems all lying between phases 6 & 7. As a result, these barriers create 220 ft to 550 ft of separation between the two phases and connection by an internal roadway system is impossible. The request to convert 94 home sites to single family non-age restricted is allowable and in compliance with the equivalency matrix approved in the first amended development order for Kings Ridge DRI, see attached memorandum from Littlejohn engineering dated 7/14/2014.

The second part of this request is to simply modify Exhibit ‘B’ as requested by Staff to show the actual development phases and Boulevard alignment as compared to the original Exhibit ‘B’ provided within the 2006 CUP. This updated Exhibit ‘B’ is still in compliance with all previously approved conditions and sections of the 2006 CUP and 2009 & 2013 CUP amendments.

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit amendment to allow an adjustment to the roadway connection points and to allow for a non-age restricted portion of the site.

LOCATION

East of Hancock Road, north of Hartwood Marsh Road,
and south of Highway 50

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

This request will be considered by the Planning & Zoning Commission on Tuesday, October 7, 2014 at 7:00pm.

A public meeting to consider the request will be held before the City Council on Tuesday, October 28, 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
September 30, 2014 and October 21, 2014



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 9, 2014		
Agenda Item Name		
Ordinance No. 2014-34; <i>Final Landscape Code</i>		
Requested Action		
Move to approve Ordinance 2014-34.		
Staff Report		
Staff is proposing language to the landscape code to clarify issues with required canopy trees. The existing code is not clear regarding what shall happen to existing canopy trees that have been damaged by severe pruning. If the lot has additional canopy trees above and beyond the minimum code requirement, the removal of a severely pruned tree would not be required under the amended language. An example of this situation would be when a homeowner has three canopy trees on their lot, and they are only required to maintain two of them. The homeowner decides to create a topiary out of the third canopy tree and to maintain that tree as a sub-standard tree that is not part of the minimum code requirement. This proposal would allow the "sub-standard" tree to remain, provided all other tree requirements on the lot are met. Commissioner Bernadette Dubuss moved to recommend approval of the land development code amendment; seconded by Commissioner Judy Proli. The vote was unanimous to recommend approval for the land development code amendment.		
Legal Impact		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Ordinance	2014-34 Maint Prune w strikes.pdf
2.	Minutes	P&Z Minutes Ord. 2014-34.pdf
3.	Legal ad	LDC amendments -Tree trimming 10-2014.doc

CITY OF CLERMONT
ORDINANCE No. 2014-34

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 118 VEGETATION, SECTION 118-35 MAINTENANCE AND PRUNING; PROVIDING FOR CODIFICATION; SEVERABILITY; EFFECTIVE DATE; AND PUBLICATION.

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, the City of Clermont Planning and Zoning Commission, acting as the Local Planning Agency of the City, has held a public hearing on October 7, 2014 and following such hearing found this Ordinance to be in the best interest of the City of Clermont, and recommended that the City Council adopt this Ordinance; and

WHEREAS, the City Council of the City of Clermont desires to amend Chapter 118 Vegetation, Section 118-35 Maintenance and Pruning; of the City of Clermont's Code of Ordinances;

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

SECTION 1.

The City Council of the City of Clermont has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 163 and 166, Florida Statutes.

SECTION 2.

The Land Development Code of the City of Clermont Code of Ordinances is hereby amended to read as follows (note strikethrough indicates removed words and underlined indicates added):

CHAPTER 118 VEGETATION

Section 118-35 Maintenance and Pruning

Maintenance. The owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscaping, which shall be maintained in good condition so as to present a healthy, neat and orderly appearance and shall be kept free from refuse and debris. All required landscaping shall be maintained in perpetuity. For purposes of this Section "required landscaping" shall mean that landscaping that is required by any provision of the LDC, any approved conditional use permit, development order or building permit or any approved landscaping plan.

CITY OF CLERMONT
ORDINANCE No. 2014-34

- (a) *Replacement.* All unhealthy and dead plant material shall be replaced within 30 days in conformance with the approved site/landscaping plan for the property or in conformance with the provisions of this article if an approved plan is not on file with the city. The size of replacement trees shall be as specified in section 118-113(d)(2).
- (b) *Pruning.* Vegetation and trees required by this Code shall only be pruned to maintain health and vigor. Pruning shall be in accordance with "Standard Practice for Trees, Shrubs and Other Woody Plant Maintenance ANSI 300" of the National Arborist Association. Required trees shall not be severely pruned in order to permanently maintain growth at a reduced height or spread. A trees natural growth habit shall be considered in advance of conflicts which might arise; such as view, signage, lighting and similar conflicts. Excessive pruning, hatracking, topping, etcetera, of required trees shall be considered tree abuse and a violation of this Code.
- (c) *Violations.* A person who violates any provision of this article, and fails to correct the violation as provided herein, may be subject to penalties pursuant to the city Code of Ordinances. Tree abuse offenses shall be considered a separate offense for each tree damaged or destroyed contrary to the provisions of this article.

CITY OF CLERMONT
ORDINANCE No. 2014-34

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

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
October 7, 2014**

Page 10

Commissioner Harry Mason moved to table the condition use permit to November 4, 2014; seconded by Commissioner Judy Proli. The vote was unanimous to table the conditional use permit to November 4, 2014.

7. REQUEST FOR LAND DEVELOPMENT CODE

REQUEST: Amend Chapter 118, Section 118-35

APPLICANT: Staff

Planning Manager Curt Henschel presented the staff report as follows:

Staff is proposing language to the landscape code to clarify issues with required canopy trees. The existing code is not clear regarding what shall happen to existing canopy trees that have been damaged by severe pruning. If the lot has additional canopy trees above and beyond the minimum code requirement, the removal of a severely pruned tree would not be required under the amended language. An example of this situation would be when a homeowner has three canopy trees on their lot, and they are only required to maintain two of them. The homeowner decides to create topiary out of the third canopy tree and to maintain that tree as a sub-standard tree that is not part of the minimum code requirement. This proposal would allow the sub-standard tree to remain, provided all other tree requirements on the lot are met.

City Attorney Dan Mantzaris stated that from a code enforcement perspective, if a property owner severely prunes a tree and they still have enough required trees by code, then code enforcement will not need to require the homeowner to remove the severely pruned tree.

Commissioner Bernadette Dubuss moved to recommend approval of the land development code amendment; seconded by Commissioner Judy Proli. The vote was unanimous to recommend approval for the land development code amendment.

There being no further business, the meeting was adjourned at 8:41 pm.

Nick Jones, Chairman

ATTEST:

Rae Chidlow – Planning Specialist

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. 2014-34

An Ordinance of the Code of Ordinances of the City Council of the City of Clermont, Lake County, Florida, amending the Code of Ordinances, Chapter 118, Vegetation, Section 118-35 Maintenance and Pruning; Providing for codification, severability; effective date; and publication.

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

A public meeting to consider the ordinance will be held before the City Council on Tuesday, October 28, 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
September 30, 2014 and October 14, 2014



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 9, 2014		
Agenda Item Name		
Ordinance No. 2014-38, <i>Final Garbage Franchise</i>		
Requested Action		
Move to approve Ordinance 2014-38.		
Staff Report		
This ordinance will grant a non-exclusive Commercial Garbage Collection Franchise to WCA Waste Corporation for commercial collection. 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

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

Gail L. Ash, 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
-------	---

Grantee:	WCA Waste Corporation Attention: Brian Hughes 5002 SW 41 st Boulevard Gainesville, FL 32608
----------	---

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: _____
Gail L. Ash, 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:		

Holder Identifier :

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 ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570055351141

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>

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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

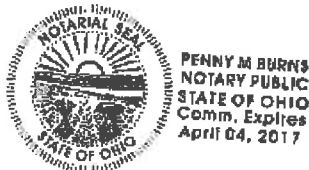
By: David A. Canzone

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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, December 9, 2014	
Agenda Item Name	
Resolution No. 2014-36 <i>East Ridge Village</i>	
Requested Action	
Move to approve Resolution 2014-36	
Staff Report	
The East Ridge Village Apartments project is a proposed multi-family development consisting of 103 apartments located north of Hooks Street and just west of Hancock Road. The 11.5-acre parcel is part of the Hills of Clermont Planned Unit Development (Parcel 3) that was originally approved in 2001. Since then, several parcels have had conditional use permit amendments approved, but many have never been built. The existing conditional use permit Resolution 1208 allowed for this parcel to be converted from Single Family Residential to Commercial in July 2001. The existing Resolution 1208 specifically prohibits the use of multi-family on this parcel, along with several other prohibited uses. The 11.5-acre parcel has had two parcels develop, one as a church facility on the corner of Hooks and Hancock, and the other parcel originally as a bank. This has left a 7-acre parcel in the middle that has been undeveloped. The applicant is proposing to change the allowable uses to include multifamily on this remaining 7-acre parcel. In the original Hills of Clermont CUP, densities were given to individual parcels. For example, the original multi-family that was approved to the south (Parcel 4) had a maximum density of 6.5 units per acre. This parcel never developed as multi-family and was instead developed as single family units (South Ridge subdivision) equaling 2 dwelling units per acre. Parcel 2 was given a maximum density of 6 units per acre and remains undeveloped. Since several parcels remain undeveloped and others were developed well under the maximum densities, the applicant is requesting a higher density for the proposed parcel. Calculated alone, 103 units on 7 acres equates to 14.7 units per acre. However, if calculated into the overall Hills of Clermont Planned Unit Development (including open spaces and retention area), the total acreage would equal 8.6 acres, and the density would fall to 12 units per acre, thereby meeting the maximum allowable density as defined by the Commercial future land use. <i>Commissioner Harry Mason moved to recommend approval of the conditional use permit; seconded by Commissioner Bernadette Dubuss. The vote was unanimous to recommend approval for the conditional use permit.</i>	
Legal Impact	

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Resolution	2014-36.pdf
2.	CUP Conditions	Conditions.doc
3.	Aerial Map	Aerial Map.doc
4.	School impact	Eastridge Village GIR and LET 09232014.pdf
5.	Minutes	P&Z Minutes.pdf
6.	Application	CUP application.pdf
7.	Legal ad	2014 CUP legal ad.docx

**CITY OF CLERMONT
RESOLUTION NO. 2014-36**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A
CONDITIONAL USE PERMIT TO ALLOW FOR A MULTI-FAMILY
COMPLEX WITH MORE THAN 12 UNITS.**

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held November 4, 2014 recommended approval of this Conditional Use Permit to allow for a multi-family complex with more than 12 units; at the following location:

LOCATION:

Vacant property (Alt. Key 3860800) 2440 Hooks Street

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. This resolution shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor in title or interest, and shall be subject to each and every condition herein set out.
2. Upon approval of the resolution the aforementioned property shall only be used for the purposes described herein. No further expansion of the use or additions to this project shall be permitted except as approved by another conditional use permit. Any other proposed use shall be specifically authorized by amendment and approval of the City of Clermont City Council.
3. Construction and operation of the proposed use shall at all times comply with the regulations of this and other governmental agencies.

CITY OF CLERMONT
RESOLUTION NO. 2014-36

4. 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.
5. Prior to the issuance of any permits, the applicant shall be required to submit formal site plans for review and approval by the City of Clermont Site Review Committee. The site plans shall meet all submittal requirements and comply with the conditions of this resolution, applicable city codes, regulations, ordinances, and provide compliance with the adopted City of Clermont Comprehensive Plan, as amended.
6. All applicable rules and regulations shall be met, including, but not limited to, final site plan approval, landscaping, drainage, parking and sign regulations, and all yard setbacks. All required landscaping shall be served with a permanent irrigation system including back flow prevention device and rain sensor equipment. All such appurtenances shall be properly maintained. The drainage and stormwater retention requirements of the city and the appropriate regulatory agencies shall be met, and approved by the City Engineer. All such areas shall be properly maintained.
7. Performance bonding shall be required for all public infrastructure such as transportation, potable water, and waste water systems; and reclamation improvements, including on-site and off-site locations, evidencing impact by the proposed development. An estimate of costs shall be prepared, certified and submitted by the engineer of record and approved by the City Engineer. The City shall then determine the bond amount in accordance with adopted City Code regulations.
8. All inspection costs will be borne by the applicant. This shall include final inspection and ongoing random inspections for compliance with conditional use permits conditions.
9. 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.
10. This permit shall become null and void if substantial work has not begun within two (2) years of the date of execution of this Conditional Use Permit.
11. No further expansion of the use or additions to the use shall be permitted except as approved by another Conditional Use Permit.

CITY OF CLERMONT
RESOLUTION NO. 2014-36

12. Identification of the following numbered parcels is depicted on the plan entitled "Amended Planned Unit Development Plan" as prepared by Glatting, Jackson et al and dated 6/01/01. A density of six (6) units per acre shall be allowed on the 12.3 acre portion of the Planned Unit Development east of Hancock Road and identified as Parcel #2. A density of 6.5 units per acre shall be allowed on the 25.3 acre portion of the Planned Unit Development west of Hancock Road and identified as Parcel #4. All Multifamily projects shall be approved pursuant to a conditional use permit, and subject to R-3 zoning district criteria. Commercial uses shall be allowed on the 11.5 acres identified as parcel #3. Parcel #3 shall have multi-family use, along with commercial uses in accordance with the C-2 General Commercial zoning district with the exception of the following uses which shall be prohibited:
 - A. All 24 hour operations;
 - B. Automobile and truck services, car washes, and automobile, truck, boat and farm equipment sales;
 - C. Recreation facilities, theaters, including drive-ins, bowling alleys, skating rinks, billiard halls, miniature golf courses, driving ranges, and tourist attractions;
 - D. Restaurants with drive-throughs;
 - E. Lounges, liquor stores, lodges or clubs;
 - F. Residential storage warehouses; Agricultural service operations;
 - G. Utility facilities such as electrical transformers, gas regulator stations, and so forth; convenience stores and gas stations;
 - H. Laundries;
 - I. Hotels, motels, and recreational vehicle parks;
 - J. Automobile and truck repair garages, and painting, welding and body shops;
 - K. Mobile home parks; Cemeteries;
 - L. Bus terminals, major equipment sales, manufactured housing sales, travel trailer and recreational vehicle sales.
13. In the event that construction has not begun within eleven (11) months from the date of the approval of this Conditional Use Permit the permittee, heirs or assigns shall provide complete reclamation of the site. Reclamation shall be performed in conformance with the reclamation plan as required in Section 1, Item 3, approved by the City Engineer, and in accordance with accepted Best Management Practices (BMP) designated by publications of the United States Department of Agriculture Soil Conservation Service and St. Johns River Water Management District. The minimum reclamation plan shall address the following characteristics:
 - A. Objective. The primary objective of the reclamation plan is to provide for a final project site which is conducive to future development, compatible with the surrounding topography and approximate pre-construction surface water drainage characteristics without subsequent erosion. The final grading of the project site shall conform to the grades, lines, slopes and contours shown on the approved reclamation site plan; as required in Section 1, Item 3.

CITY OF CLERMONT
RESOLUTION NO. 2014-36

- B. Grading and stabilization. All areas disturbed during the construction operation shall be graded, dressed and stabilized, in accordance with the approved reclamation site plan as required in Section 1, Item 3 and the United States Department of Agriculture Soil Conservation Service recommendations. Topsoil from the site shall be stockpiled and applied as the final soil cover material for all reclaimed areas. The retention areas shall be re-graded to the original dimensions and stabilized in accordance with plans approved by the city engineer.
 - C. Landscaping and reforestation. Within 30 days of the expiration of the Conditional Use Permit, all areas of the subject site shall be seeded and mulched or sodded, as required to control erosion and prevent the creation of washes, rills, gullies, et cetera. All site areas shall also be seeded with a quick growing grass species which will provide an early cover during the season in which it is planted, and will not later compete with the permanent grassing. All City of Clermont landscape and tree requirements shall be complied with. All reforestation operations shall provide a minimum density of 20 hardwood trees per acre. Acceptable tree species shall be in compliance with the City of Clermont tree ordinance. Conversely, tree species designated as undesirable by the City of Clermont tree ordinance shall not be acceptable.
 - D. Reclamation time horizons. At the end of six months from the completion of the reclamation project, at least 80% of the reclaimed areas shall have permanently established ground cover. By the end of one year, ground cover shall be established on 100% of the reclaimed areas. Should erosion problems occur prior to final approvals by the City of Clermont, such eroded areas shall be re-graded and stabilized as necessary to comply with the intent of this reclamation requirement.
 - E. Structure and debris eradication. All debris, refuse, junk, poles, piling, cables and other construction related articles shall be removed from the project area as part of the reclamation process. Any construction related structures erected during the development operation shall be dismantled and removed, unless approvals from the appropriate authorities permit otherwise. In general, the area shall be returned to natural conditions that are conducive to future development and compatible with the surrounding topography.
14. The Wastewater Impact Fee charges shall be provided in the following manner:
- A. At the time of project inception \$70,000 shall be utilized from the Utility Service Agreement currently held with Mak Development, Inc.
 - B. Upon depletion on the initial \$70,000 from the Utility Service Agreement, a bulk sum payment of \$70,000 shall be provided to the City.

CITY OF CLERMONT
RESOLUTION NO. 2014-36

- C. Upon depletion of the \$70,000 bulk payment allotment, the developer shall provide required payment on a unit-by-unit basis to be submitted at the time of individual building permit request.

Section 2 - Physical Site Development

1. The applicant shall submit a detailed excavation, grading and erosion control plan for the site during the site plan review process which must be approved by the City Site Review Committee prior to initiation of development activity.
2. Noise levels during construction shall not exceed those recommended by the Florida Department of Environmental Protection. Any vibratory compaction shall be limited to the hours of 8:00am to 6:00pm Monday through Saturday only. Vibrations shall be limited to avoid any damages to neighboring persons or properties. Heavy equipment and normal work operations will be allowed on the site between the hours of 7:00am and 7:00pm Monday through Saturday. Heavy Equipment or heavy machinery engines will not be started earlier than 7:00am on any approved work day.
3. All excavated material shall be stored in a location approved by the City Engineer.
4. Geotechnical information regarding the soil characteristics of the site shall be submitted to the City as part of the site review process.
5. 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 United States Department of Agriculture Soil Conservation Service.
6. In areas where substantial earth work requires filling/compaction, density tests will be conducted at a maximum of 2 foot intervals in order to prove compaction requirements. All disturbed soils shall be compacted to 95% density of modified proctor.
7. A dust abatement plan shall be submitted to the City detailing measures to be taken in eliminating the migration of dust particles from the site. The plan must specifically outline those measures recommended by the United States Department of Agriculture Soil Conservation Service and the Florida Department of Environmental Protection (FDEP).
8. All areas being modified to a slope of three (3) horizontal to one (1) vertical (3:1), such as water retention areas, shall be sodded. Slopes greater than 3:1 shall be prohibited.
9. The minimum street right-of-way width for those portions of the proposed project lying east of Hancock Road shall be sixty (60) feet and for that portion of the proposed project lying west of Hancock Road shall be fifty (50) feet. The minimum front and rear yard setbacks for the entire project shall be twenty (20) feet.

CITY OF CLERMONT
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10. Ingress/egress to the site for construction shall be as approved by the City Site Review Committee.
11. The developer/permittee shall be responsible for the cost of all required on-site and off-site infrastructure improvements necessitated by impacts of the project.

Section 3 – Transportation Improvements

1. Sidewalks shall be constructed along all roadways in conformance with the City and Florida Department of Transportation (FDOT) Standards. Construction shall be provided in accordance with adopted city codes.
2. The permittee/developer shall provide off-street parking and loading spaces as required by City Code. All said required parking and vehicular use areas shall be landscaped in conformance with adopted City Code.
3. The permittee/developer shall construct internal traffic connection links that provide direct transportation access between the parcels to be initially developed and those identified for future development.
4. At such time as signalization is determined warranted and necessary at the intersection of Hancock Road and Hook Street, the permittee/developer shall pay a pro rata share of improvement costs based on the total trips generated by Hills of Clermont Planned Unit Development as a percentage of the total trips on the roadway. Project specific on-site/off-site transportation improvements consistent with identified project impacts will be the sole responsibility of the developer.
5. Prior to construction and development of the commercial center portion of the project, the permittee/developer shall provide a traffic analysis which identifies the development's impact on the City's transportation system. Project expansion whose site location, anticipated total trip generation, circulation patterns, or other such factors that warrant a more extensive review of traffic impacts may also be required a traffic analysis; performance shall be contingent upon formal notification by the City.
6. Ingress/egress to the site for construction shall be as approved by the City Site Review Committee.
7. A Florida Department of Transportation permit will be required and filed with the City for any activity proposed to occur along Highway 50 right-of-way prior to issuance of development approval or permitting by the City. Applicable Lake County permits shall be required and filed with the city for any activity proposed to occur along Hancock Road prior to issuance of development approval or permitting by the City.

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8. The permittee shall dedicate right-of-way along Hancock Road, the length of the subject property, to provide compliance with directions of the Comprehensive Plan for collector road implementation standards (i.e. eighty (80) feet minimum width). Also, a 100 ft. temporary construction easement shall be granted to the County on both sides of Hancock Road for a period or one (1) year from the date of approval of the Conditional Use Permit.
9. Right-of-way for the extension of Hook Street shall be dedicated by August 17, 2001. Said dedication shall apply to properties that are located on both the east and west sides of Hancock Road. A deed conveying right-of-way for Hook Street and Hancock Road shall be placed in escrow with the City Attorney. This escrow is expressly conditioned upon final approval of the agreed to land use and zoning approvals in Comprehensive Plan Amendment #LS2001-01 and Resolution No. 1208. Actual dedication shall occur in the following manner:
 - A. West of Hancock Road. A 100-foot wide right-of-way for the construction of Hook Street shall be dedicated the length of the subject parcel. The alignment of the right-of-way is to be determined by Lake County and the City of Clermont subject to minor survey changes for proper roadway alignment.
 - B. East of Hancock Road. The permittee shall dedicate right-of-way, 100 feet in width, for the future extension of Hook Street from Hancock Road to the eastern boundary of the subject property.
10. At the time of commercial property development of Parcel #5, the permittee shall complete installation of all necessary infrastructure improvements for ingress/egress roadways and connectors between State Road 50 and Hook Street. The required improvements shall be constructed in accordance with design, specifications and plans approved by the Florida Department of Transportation, Lake County, and the City of Clermont Site Review Committee. Finished grades and elevations for Hook Street, other appurtenant transportation improvements, the commercial property and all other project properties shall be established and constructed to assure consistent project correlation.
11. The multifamily townhome project proposed for the 12.3 acres east of Hancock Road, Parcel 2, shall provide driveway access to Hook Street in addition to Hancock Road.
12. Access to the Hills of Clermont Planned Unit Development properties shall be in substantial accordance with access as depicted on the plan entitled "Amended Planned Unit Development Plan" as prepared by Glatting, Jackson, et al and dated 6/01/01.
13. Cross access shall be provided to the properties west of Parcel #5.

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Section 4 - Stormwater Management

1. Permeability tests must be submitted as part of the site plan review process. Permeability shall be maintained.
2. Verification of the stormwater run-off data, assumptions and calculations shall be provided to, and approved by, the City Engineer prior to any development activity. Positive outfall for stormwater shall be provided as approved by the City Engineer.
3. A St. John's River Water Management District stormwater permit shall be required and filed with the City prior to receipt of a development permit or any development activity on the site.
4. Stormwater retention areas shall be constructed at a maximum relief 3:1 (H:V). The side slopes shall be sodded. All other areas being disturbed shall be stabilized with landscape and sod in accordance with adopted City Code.
5. Final disposition of stormwater outfall shall be as approved by the City Engineer.

Section 5 -Site Improvements/Landscaping

1. All signage shall conform to adopted City codes and standards.
2. A fifteen foot wide landscape buffer shall be provided along the Hancock Road frontage of the multifamily project on Parcel #2. A fifteen foot landscape buffer shall be provided for any development along the west side of Hancock Road. Buffering and screening shall be required from all abutting uses in accordance with adopted City codes and in conformance with the approved site and landscaping plan approved by the City Site Review Committee. All required landscaping must be served with a permanent irrigation system, including rain sensor gauge. Water for irrigation shall be provided by an irrigation well as approved by the St. John's River Water Management District. The system and all dependant devices shall be properly maintained.
3. A site lighting plan shall be submitted and approved for each parcel developed on the site. Lighting shall be designed, installed and directed to fall upon the subject site and not adversely impact abutting properties..
4. All dumpster and other external equipment sites shall be enclosed with masonry structures with wooden gates. All such structures and appurtenances shall be landscaped in accordance with City Code and plans approved by the City Site Review Committee.
5. Architectural finish, building, and landscape design plans for the commercial centers shall be submitted to and approved by the Site Review Committee prior to any development activity to ensure aesthetic and public safety considerations are not adversely impacted.

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6. Commercial display of commodities for sale shall be located within a completely enclosed building and conform to City regulations for storage, screening, and locational criteria for placement adjacent to the tenant structure, unless an open air sales permit has been received and approved by the City Manager.

CITY OF CLERMONT
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DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 9th day of December, 2014.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Section 1- General Conditions

1. This resolution shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor in title or interest, and shall be subject to each and every condition herein set out.
2. Upon approval of the resolution the aforementioned property shall only be used for the purposes described herein. No further expansion of the use or additions to this project shall be permitted except as approved by another conditional use permit. Any other proposed use shall be specifically authorized by amendment and approval of the City of Clermont City Council.
3. Construction and operation of the proposed use shall at all times comply with the regulations of this and other governmental agencies.
4. 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.
5. Prior to the issuance of any permits, the applicant shall be required to submit formal site plans for review and approval by the City of Clermont site review committee. The site plans shall meet all submittal requirements and comply with the conditions of this resolution, applicable city codes, regulations, ordinances, and provide compliance with the adopted City of Clermont Comprehensive Plan, as amended.
6. All applicable rules and regulations shall be met, including, but not limited to, final site plan approval, landscaping, drainage, parking and sign regulations, and all yard setbacks. All required landscaping shall be served with a permanent irrigation system including back flow prevention device and rain sensor equipment. All such appurtenances shall be properly maintained. The drainage and stormwater retention requirements of the city and the appropriate regulatory agencies shall be met, and approved by the city engineer. All such areas shall be properly maintained.
7. Performance bonding shall be required for all public infrastructure (transportation, potable water, and waste water systems) and reclamation improvements, including on-site and off-site locations, evidencing impact by the proposed development. An estimate of costs shall be prepared, certified and submitted by the engineer of record and approved by the city engineer. The city shall then determine the bond amount in accordance with adopted city code regulations.
8. All inspection costs will be borne by the applicant. This shall include final inspection and ongoing random inspections for compliance with conditional use permits conditions.
9. 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.
10. This permit shall become null and void if substantial work has not begun within two (2) years of the date of execution of this conditional use permit.

11. No further expansion of the use or additions to the use shall be permitted except as approved by another conditional use permit.
12. Identification of the following numbered parcels is depicted on the plan entitled "Amended Planned Unit Development Plan" as prepared by Glatting, Jackson et al and dated 6/01/01. A density of six (6) units per acre shall be allowed on the 12.3 acre portion of the Planned Unit Development east of Hancock Rd. and identified as Parcel #2. A density of 6.5 units per acre shall be allowed on the 25.3 acre portion of the Planned Unit Development west of Hancock Road and identified as Parcel #4. All Multifamily projects shall be approved pursuant to a conditional use permit, and subject to R-3 zoning district criteria. Commercial uses shall be allowed on the 11.5 acres identified as parcel #3. Parcel #3 shall have multi-family use, along with commercial uses in accordance with the C-2 General Commercial zoning district with the exception of the following uses which shall be prohibited:
 - All 24 hour operations;
 - Automobile and truck services, car washes, and automobile, truck, boat and farm equipment sales;
 - Recreation facilities, theaters, including drive-ins, bowling alleys, skating rinks, billiard halls, miniature golf courses, driving ranges, and tourist attractions;
 - Restaurants with drive throughs;
 - Lounges, liquor stores, lodges or clubs;
 - Residential storage warehouses; Agricultural service operations;
 - Utility facilities (i.e., electrical transformers, gas regulator stations etc.); Convenience stores and gas stations;
 - Laundries;
 - Hotels, motels, and recreational vehicle parks;
 - Automobile and truck repair garages, and painting, welding and body shops;
 - ~~Multifamily residential development~~;
 - Mobile home parks; Cemeteries;
 - Bus terminals, major equipment sales, manufactured housing sales, travel trailer and recreational vehicle sales.
13. In the event that construction has not begun within eleven (11) months from the date of the approval of this conditional use permit the permittee, heirs or assigns shall provide complete reclamation of the site. Reclamation shall be performed in conformance with the reclamation plan (as required in Section 1, Item 3) approved by the City Engineer, and in accordance with accepted best management practices (BMP) designated by publications of the U.S.D.A. Soil Conservation Service and St. Johns River Water Management District. The minimum reclamation plan shall address the following characteristics:
 - A. **Objective** - The primary objective of the reclamation plan is to provide for a final project site which is conducive to future development, compatible with the surrounding topography and approximate pre-construction surface water drainage characteristics without subsequent erosion. The final grading of the project site shall conform to the grades, lines, slopes and contours shown on the approved reclamation site plan (as required in Section 1, Item 3).
 - B. **Grading and stabilization** - All areas disturbed during the construction operation shall be graded, dressed and stabilized, in accordance with the approved reclamation site plan (as required in Section 1, Item 3) and the U.S.D.A., S.C.S. recommendations. Topsoil from the site shall be stockpiled and applied as the final soil cover material for all reclaimed areas. The retention areas shall be re-graded to the original dimensions and stabilized in accordance with plans approved by the city engineer.

- C. **Landscaping and reforestation** - Within 30 days of the expiration of the conditional use permit, all areas of the subject site shall be seeded and mulched, or sodded, as required to control erosion and prevent the creation of washes, rills, gullies, etc. All site areas shall also be seeded with a quick growing grass species which will provide an early cover during the season in which it is planted, and will not later compete with the permanent grassing. All City of Clermont landscape and tree requirements shall be complied with. All reforestation operations shall provide a minimum density of 20 hardwood trees per acre. Acceptable tree species shall be in compliance with the City of Clermont tree ordinance. Conversely, tree species designated as undesirable by the City of Clermont tree ordinance shall not be acceptable.
 - D. **Reclamation time horizons** - At the end of six months from the completion of the reclamation project, at least 80% of the reclaimed areas shall have permanently established ground cover. By the end of one year, ground cover shall be established on 100% of the reclaimed areas. Should erosion problems occur prior to final approvals by the City of Clermont, such eroded areas shall be regraded and stabilized as necessary to comply with the intent of this reclamation requirement.
 - E. **Structure and debris eradication** - All debris, refuse, junk, poles, piling, cables and other construction related articles shall be removed from the project area as part of the reclamation process. Any construction related structures erected during the development operation shall be dismantled and removed, unless approvals from the appropriate authorities permit otherwise. In general, the area shall be returned to natural conditions that are conducive to future development and compatible with the surrounding topography.
14. The Wastewater Impact Fee charges shall be provided in the following manner:
- A. At the time of project inception \$70,000 shall be utilized from the Utility Service Agreement currently held with Mak Development, Inc.
 - B. Upon depletion on the initial \$70,000 from the Utility Service Agreement, a bulk sum payment of \$70,000 shall be provided to the City.
 - C. Upon depletion of the \$70,000 bulk payment allotment, the developer shall provide required payment on a unit-by-unit basis to be submitted at the time of individual building permit request.

Section 2 - Physical Site Development

- 1. The applicant shall submit a detailed excavation, grading and erosion control plan for the site during the site plan review process which must be approved by the city site review committee prior to initiation of development activity.
- 2. Noise levels during construction shall not exceed those recommended by the Florida Department of Environmental Protection. Any vibratory compaction shall be limited to the hours of 8:00 A.M. to 6:00 P.M. Monday through Saturday only. Vibrations shall be limited to avoid any damages to neighboring persons or properties. Heavy Equipment and normal work operations will be allowed on the site between the hours of 7:00 A.M. and 7:00 P.M. Monday through Saturday. Heavy Equipment or heavy machinery engines will not be started earlier than 7:00 A.M. on any approved work day.

3. All excavated material shall be stored in a location approved by the city engineer.
4. Geotechnical information regarding the soil characteristics of the site shall be submitted to the city as part of the site review process.
5. 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.
6. In areas where substantial earth work requires filling/compaction, density tests will be conducted at a maximum of 2 foot intervals in order to prove compaction requirements. All disturbed soils shall be compacted to 95% density of modified proctor.
7. A dust abatement plan shall be submitted to the city detailing measures to be taken in eliminating the migration of dust particles from the site. The plan must specifically outline those measures recommended by the United States Department of Agriculture Soil Conservation Service and the Florida Department of Environmental Protection (FDEP).
8. All areas being modified to a slope of three (3) horizontal to one (1) vertical (3:1), such as water retention areas, shall be sodded. Slopes greater than 3:1 shall be prohibited.
9. The minimum street right-of-way width for those portions of the proposed project lying east of Hancock Road shall be sixty (60) feet and for that portion of the proposed project lying west of Hancock Road shall be fifty (50) feet. The minimum front and rear yard setbacks for the entire project shall be twenty (20) feet.
10. Ingress/egress to the site for construction shall be as approved by the city site review committee.
11. The developer/permittee shall be responsible for the cost of all required on-site and off-site infrastructure improvements necessitated by impacts of the project.

Section 3 - Transportation Improvements

1. Sidewalks shall be constructed along all roadways in conformance with the city and Florida Department of Transportation (FOOT) Standards. Construction shall be provided in accordance with adopted city codes.
2. The permittee/developer shall provide off-street parking and loading spaces as required by city code. All said required parking and vehicular use areas shall be landscaped in conformance with adopted city code.
3. The permittee/developer shall construct internal traffic connection links that provide direct transportation access between the parcels to be initially developed and those identified for future development.
4. At such time as signalization is determined warranted and necessary at the intersection of Hancock Rd. and Hook St., the permittee/developer shall pay a pro rata share of improvement costs based on the total trips generated by Hills of Clermont Planned Unit Development as a percentage of the total trips on the roadway. Project specific on-site/off-site transportation improvements consistent with identified project impacts will be the sole responsibility of the developer.

5. Prior to construction and development of the commercial center portion of the project, the permittee/developer shall provide a traffic analysis which identifies the development's impact on the city's transportation system. Project expansion whose site location, anticipated total trip generation, circulation patterns, or other such factors that warrant a more extensive review of traffic impacts may also be required a traffic analysis; performance shall be contingent upon formal notification by the city.
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8. The permittee shall dedicate right-of-way along Hancock Road, the length of the subject property, to provide compliance with directions of the Comprehensive Plan for collector road implementation standards (i.e. eighty (80) feet minimum width). Also, a 100 ft. temporary construction easement shall be granted to the County on both sides of Hancock Road for a period or one (1) year from the date of approval of the conditional use permit.
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 - A. West of Hancock Road - a 100 foot wide right-of-way for the construction of Hook St. shall be dedicated the length of the subject parcel. The alignment of the right-of-way is to be determined by Lake County and the City of Clermont subject to minor survey changes for proper roadway alignment.
 - B. East of Hancock Road - The permittee shall dedicate right-of-way, 100 feet in width, for the future extension of Hook St. from Hancock Rd. to the eastern boundary of the subject property.
10. At the time of commercial property development of Parcel #5, the permittee shall complete installation of all necessary infrastructure improvements for ingress/egress roadways and connectors between SR 50 and Hook Street. The required improvements shall be constructed in accordance with design, specifications and plans approved by the Florida Department of Transportation, Lake County, and the City of Clermont site review committee, appropriately. Finished grades and elevations for Hook Street, other appurtenant transportation improvements, the commercial property and all other project properties shall be established and constructed to assure consistent project correlation.
11. The multifamily townhome project proposed for the 12.3 acres east of Hancock Rd., Parcel 2, shall provide driveway access to Hook St. in addition to Hancock Road.
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13. Cross access shall be provided to the properties west of Parcel #5.

Section 4 - Stormwater Management

1. Permeability tests must be submitted as part of the site plan review process. Permeability shall be maintained.
2. Verification of the stormwater run-off data, assumptions and calculations shall be provided to, and approved by, the city engineer prior to any development activity. Positive outfall for stormwater shall be provided as approved by the city engineer.
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4. Stormwater retention areas shall be constructed at a maximum relief 3:1 (H:V). The side slopes shall be sodded. All other areas being disturbed shall be stabilized with landscape and sod in accordance with adopted city code.
5. Final disposition of stormwater outfall shall be as approved by the city engineer.

Section 5 -Site Improvements/Landscaping

1. All signage shall conform to adopted city codes and standards.
2. A fifteen ft. wide landscape buffer shall be provided along the Hancock Road frontage of the multifamily project on Parcel #2. A fifteen ft. landscape buffer shall be provided for any development along the west side of Hancock Road. Buffering and screening shall be required from all abutting uses in accordance with adopted city codes and in conformance with the approved site and landscaping plan approved by the city site review committee. All required landscaping must be served with a permanent irrigation system, including rain sensor gauge. Water for irrigation shall be provided by an irrigation well as approved by the St. John's River Water Management District. The system and all dependant devices shall be properly maintained.
3. A site lighting plan shall be submitted and approved for each parcel developed on the site. Lighting shall be designed, installed and directed to fall upon the subject site and not adversely impact abutting properties..
4. All dumpster and other external equipment sites shall be enclosed with masonry structures with wooden gates. All such structures and appurtenances shall be landscaped in accordance with city code and plans approved by the city site review committee.
5. Architectural finish, building, and landscape design plans for the commercial centers shall be submitted to and approved by the site review committee prior to any development activity to ensure aesthetic and public safety considerations are not adversely impacted.
6. Commercial display of commodities for sale shall be located within a completely enclosed building and conform to city regulations for storage, screening, and locational criteria for placement adjacent to the tenant structure, unless an open air sales permit has been received and approved by the city manager.

Aerial Map:





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
Kyleen Fischer

September 23, 2014

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

RE: City of Clermont Eastridge Village Conditional Use Permit (CUP) Request

Dear Ms. Hollerand:

The City is currently reviewing an applicant's request for a CUP to allow 103 multi-family dwelling units on approximately 8.59 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 request will not 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 request has the potential to add 103 new multi-family dwelling units that will contribute 24 new students to the Lake County School system. Based on current school attendance zones, schools that will not be adversely affected by the CUP request and their projected five-year capacity status are as follows:

- | | |
|--------------------------------------|---------------------------|
| • Lost Lake Elementary School | 8% Under Capacity |
| • East Ridge Middle School | 31% Under Capacity |
| • East Ridge High School | 12% Under Capacity |

Please see the attached District Growth Impact Report, which indicates the potential impact of the proposed CUP request 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 Eastridge Village / Conditional Use Permit Request

DEVELOPER/OWNER David Stimmell / Centennial Bank

ITEM DESCRIPTION The applicant proposes a Conditional Use Permit (CUP) to allow 103 multi-family dwelling units on approximately 8.59 acres.

LOCATION Section 28, Township 22S, Range 26E
North and east of Hooks Street, south of State Road 50, and west of Hancock Road

CURRENT LAND USE City of Clermont Commercial (12 dwelling units/1 acre)

CURRENT ZONING City of Clermont Commercial

NEW DU IMPACT

STUDENT GENERATION

Elementary School

Middle School

High School

SF-DU	MF-DU	Mobile	MF Impacts	
			103	Dwelling Units
0.374	0.235	0.126	24	
0.172	0.133	0.065	14	
0.085	0.051	0.029	5	
0.117	0.051	0.032	5	

SCHOOL NAME

Lost Lake Elementary

East Ridge Middle

East Ridge 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
1,008	1,112	91%	1,022	92%	No
1,090	1,590	69%	1,095	69%	No
2,332	2,648	88%	2,337	88%	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 CUP will add 103 multi-family units, which will not 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: 9/23/2014

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
November 4, 2014**

Page 3

Mr. Henschel stated that the 80/20 rule is on a community-by-community basis. He stated that if you were to add all the communities together they would already be at a third of non-age restricted lots and would already be over the requirements for the DRI.

Chairman Nick Jones asked that if the Commission recommended approval of the conditional use permit, would the non-age restrictions apply only to the eastern parcel.

Mr. Henschel stated that was correct.

City Attorney Dan Mantzaris stated that the 80/20 rule is calculated by each individual community.

Commissioner Harry Mason stated that he would like to have more specific wording stating that Heritage Hills shall not allow access for Phase 7.

Mr. Henschel suggested adding language to number 11 under section 1 of the conditional uses. He stated that it relates to number 12.

Commissioner Harry Mason asked to add that Phase 7 shall not have access to the clubhouse.

Ed Barnhill, 3743 Sanibel St., stated that he is one of the residents who does not want the third access into Heritage Hills from Hartle Road. He stated that a letter went out from Lennar that they will be putting the wall up along Hartle Road. He stated that they also agreed to put street lights at Heritage Hills Boulevard and Hartwood Marsh Road entrance.

Rob Bonin, Lennar Homes, stated that Lennar will provide a 6 foot pre-cast wall and 4 street lights at the entrance.

Commissioner Harry Mason moved to recommend approval of the conditional use permit with the additional language pertaining to the clubhouse access, wall, and street lights; seconded by Commissioner Tony Hubbard. The vote was unanimous to recommend approval for the conditional use permit.

2. REQUEST FOR CONDITIONAL USE PERMITS

REQUEST: East Ridge Village

APPLICANT: David Stimmell

Planning Manager Curt Henschel presented the staff report as follows:

The East Ridge Village Apartments project is a proposed multi-family development consisting of 103 apartments located just off the north side of Hooks Street and just west of Hancock Rd.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
November 4, 2014**

Page 4

The 11.5 acre parcel is part of the Hills of Clermont conditional use permit (Parcel #3) that was originally approved in 2001. Since then, several parcels have had conditional use permit amendments and many have never materialized. The existing conditional use permit Resolution 1208 allowed for this parcel to be converted from Single Family Residential to Commercial in July of 2001. The existing resolution 1208 specifically prohibits the use of multi-family on this parcel, along with several other prohibited uses.

The 11.5 acre parcel has had two parcels develop, one being a church facility on the corner of Hooks and Hancock, and the other parcel originally developed as a bank. This has left a 7 acre parcel in the middle that has been undeveloped. The applicant is proposing to change the allowable uses to include multifamily on this remaining 7 acre parcel.

In the original Hills of Clermont conditional use permit, densities were given to individual parcels. For example, the original multi-family that was approved to the south (Parcel #4) had a maximum density of 6.5 units per acre. This parcel never developed as multifamily and was developed as single family units (South Ridge Subdivision) equaling 2 dwelling units per acre. Parcel #2 was given a maximum density of 6 units per acre and remains undeveloped.

Since several parcels remain undeveloped and others were developed well under the maximum densities, the applicant is requesting a higher density for the proposed parcel. Calculated alone, 103 units on 7 acres equates to 14.7 units per acre, however, if calculated into the overall Hills of Clermont planned unit development (including open spaces and retention area) the total acreage would equal 8.6 acres, and the density would fall to 12 units per acre meeting the maximum allowable by the future land use.

Staff recommends approval of the conditional use permit.

David Stimmell, 902 Johns Pointe, Oakland, stated that the Planned Unit Development originally called for mixture of residential uses to go along with the commercial uses for this area. He stated that this property was originally scheduled for 164 units but they have only built 54 units. He stated that water and transportation improvements are in place, the site is to grade, and sidewalks are constructed. He stated that multi-family is a transition from single family to commercial. He stated that there is a four-lane road separating single family from this parcel. He stated that they plan to build workforce housing units. He stated that the rent is restricted to 30% of the median income. He stated that there are jobs, a bus stop, two schools, and shopping near this location.

Commissioner Harry Mason asked if there are two public access points to this property.

Mr. Henschel stated that there are three public access points to this property.

Commissioner Harry Mason moved to recommend approval of the conditional use permit; seconded by Commissioner Bernadette Dubuss. The vote was unanimous to recommend approval for the conditional use permit.



CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION

DATE: 8/29/14 FEE: _____

PROJECT NAME (if applicable): EAST RIDGE VILLAGE

APPLICANT: DAVID STIMMELL

CONTACT PERSON: _____

Address: 902 Johns Pointe
City: Oakland State: FL Zip: 38787
Phone: 4078771100 Fax: _____
E-Mail: DAVID@STIMMELLREALTY.COM

OWNER: Centennial Bank

Address: 970 RINGHEART DR.
City: LAKEMARY State: FL Zip: 32746
Phone: _____ Fax: _____

Address of Subject Property: 2440 Hook STREET

General Location: NORTH SIDE OF HOOK STREET
WEST OF HANCOCK

Legal Description (include copy of survey): HANCOCK TOWNE
CENTER SUB LOT 5 PG 60 PG 86-87
Alt Key # 3860800 Parcel # 28-22-26-01000000500

Land Use (City verification required): PUD C-2 Commercial

Zoning (City verification required): PUD C-2

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.

To Allow High Density Multi Family
on lot 5 within the PUD
116 units

DAVID Stimmell
Applicant Name (print)

x [Signature]
Applicant Name (signature)

Owner Name (print)

x _____
Owner Name (signature)

***** NOTICE *****

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

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

PROPERTY RECORD CARD

General Information

Owner Name:	CENTENNIAL BANK	Alternate Key:	3860800
Mailing Address:	970 RINEHART RD LAKE MARY, FL 32746	Parcel Number:	28-22-26-010000000500
Property Location:	2440 HOOKS ST CLERMONT FL 34711	Millage Group and City:	000C (Clermont) : 17.5789
Property Description:	CLERMONT, HANCOCK TOWNE CENTRE SUB LOT 5 PB 60 PG 86-87 ORB 4270 PG 2227		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Just Value
1	VACANT COMMERCIAL (1000)	0	0		303486	SF	\$0.00	\$485,578.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

O.R. Book / Page	Sale Date	Instrument	Q/U	Vac./Imp.	Sale Price
4270 / 2227	1/10/2013	CT	U	V	\$401,000.00

Values and Estimated Taxes

Tax Authority	Just Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC	\$485,578	\$485,578	\$485,578	5.61240	\$2,725.26
LAKE COUNTY MSTU AMBULANCE	\$485,578	\$485,578	\$485,578	0.48230	\$234.19
SCHOOL BOARD STATE	\$485,578	\$485,578	\$485,578	4.99800	\$2,426.92
SCHOOL BOARD LOCAL	\$485,578	\$485,578	\$485,578	2.24800	\$1,091.58
CITY OF CLERMONT	\$485,578	\$485,578	\$485,578	3.72900	\$1,810.72
ST JOHNS RIVER FL WATER MGMT DIST	\$485,578	\$485,578	\$485,578	0.31640	\$153.64
LAKE COUNTY VOTED DEBT SERVICE	\$485,578	\$485,578	\$485,578	0.16000	\$77.69
LAKE COUNTY WATER AUTHORITY	\$485,578	\$485,578	\$485,578	0.25540	\$124.02
SOUTH LAKE HOSPITAL DIST	\$485,578	\$485,578	\$485,578	0.76500	\$371.47
				Total:	Total:
				18.5665	\$9,015.49

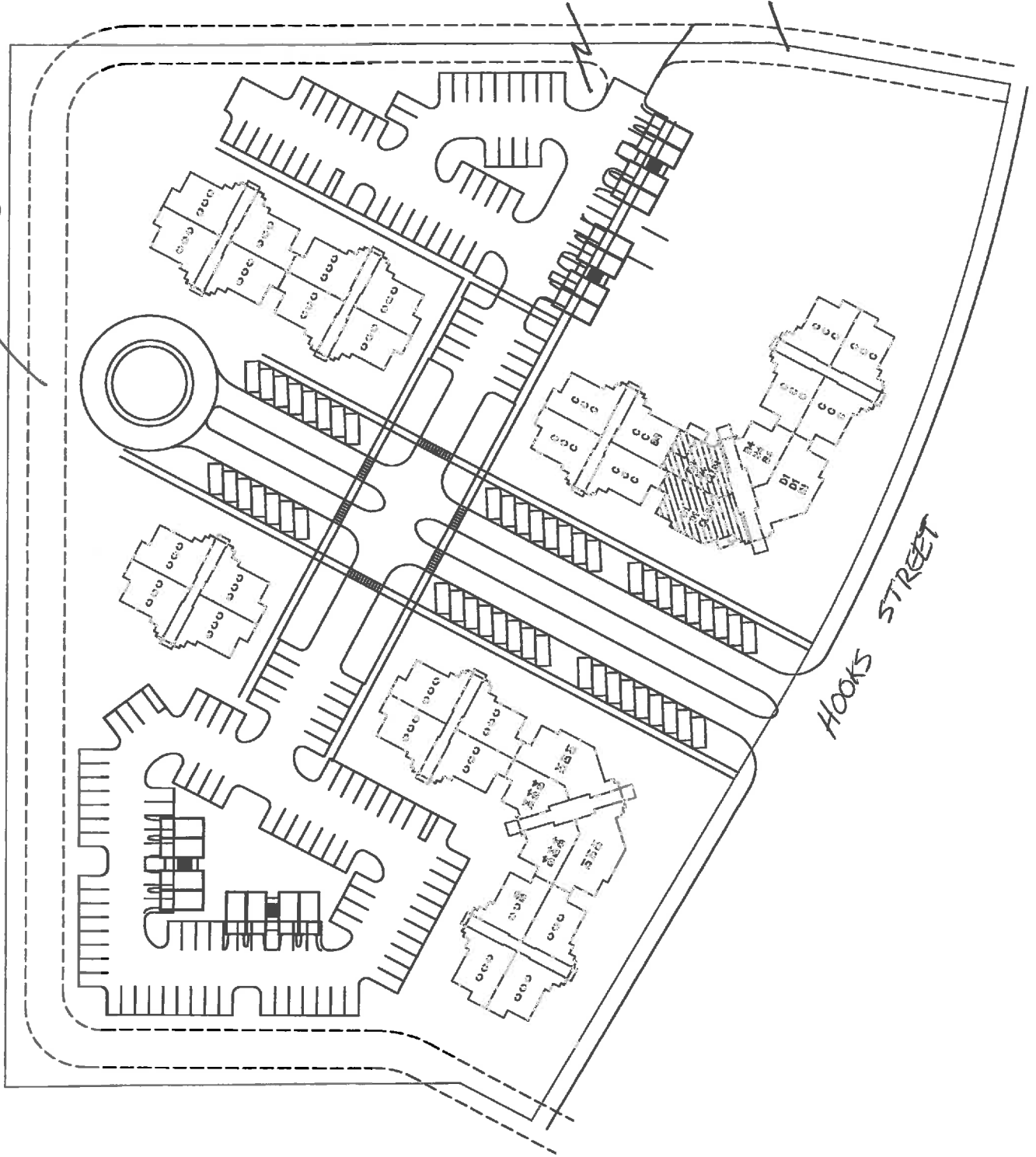
The values displayed above may NOT reflect certified values and therefore are

N

LANDSCAPE
BUFFER

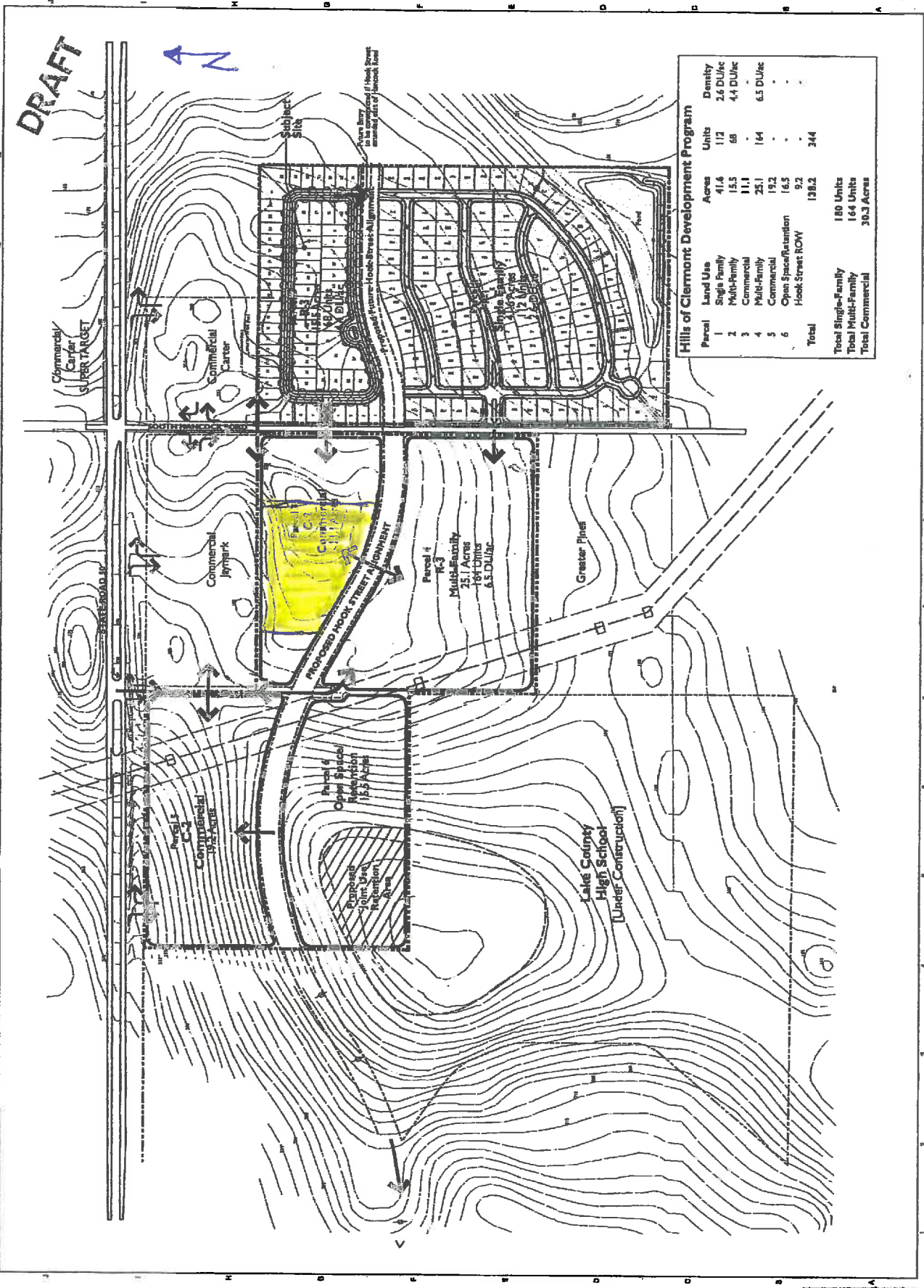
LANDSCAPE
BUFFER

HOOKS STREET



PROJECT NO.	100-000000
DATE	10/1/00
DESIGNED BY	GLATTON
DRAWN BY	JACKSON
CHECKED BY	KERCHER
APPROVED BY	ANGLEN
REVISIONS	

PROJECT TITLE
 OVERALL MASTER PLAN
 SHEET NO.
 CUP-4
 1 of 4



Hills of Clermont Development Program

Parcel	Land Use	Acres	Units	Density
1	Single Family	41.4	112	2.6 DU/ac
2	Multi-Family	15.5	66	4.4 DU/ac
3	Commercial	11.1	-	-
4	Multi-Family	25.1	164	6.5 DU/ac
5	Commercial	19.2	-	-
6	Open Space/Retention	16.5	-	-
	Hook Street ROW	9.2	-	-
Total		138.2	344	
Total Single-Family		180 Units		
Total Multi-Family		164 Units		
Total Commercial		30.3 Acres		

We are working on a new Interactive Map that will replace this site. We encourage you to test the new site and leave us feedback to help shape its future. Beta test the new Interactive Map.

Click here to change page title



#	All Key	Owner	Parcel Address	Owner Address	Tools
1	3860800	CENTENNIAL BANK	2440 HOOKS ST CLERMONT FL 34711	970 RINEHART RD LAKE MARY, FL 32746	Zoom In



LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow for a multi-family complex with more than 12 units:

LOCATION

Vacant property (Alt. Key 3860800) 2440 Hooks Street

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

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

A public meeting to consider the request will be held before the City Council on Tuesday, December 9, 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
October 28, 2014 and December 2, 2014



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 9, 2014		
Agenda Item Name		
Resolution No. 2014-38 <i>Wal-mart</i>		
Requested Action		
Move to approve Resolution 2014-38.		
Staff Report		
The applicant is requesting an amendment to the existing Resolution 1316 to allow for an increase in building square footage. Currently the existing Walmart located at 1450 Johns Lake Rd. is limited to 218,685 square feet (Resolution 1316). The applicant is requesting to create a 3,905-square-foot expansion to the east side of the building. The proposed expansion, which will be for liquor sales, will not be accessible from inside the main building. Combining the existing allowable square footage of 218,685 and the proposed addition of 3,905 square feet, the new proposed building size will be limited to 222,590 square feet. <i>Commissioner Tony Hubbard moved to recommend approval of the conditional use permit; seconded by Commissioner Bernadette Dubuss. The vote was 4-1 to recommend approval for the conditional use permit, with Commissioner Mason 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.	Resolution	2014-38 w strikes.pdf
2.	CUP Conditions	Wal-Mart CUP CONDITIONS.doc
3.	Wal-Mart Aerial Map	Walmart CUP Amendment Aerial Map.doc
4.	Elevation	1. 2695 - Clermont - Color Elevations.pdf
5.	Site plan	2. EXISTING CONDITIONS PLANS - 2695.pdf
6.	Site plan	3. OVERALL SITE PLAN - 2695.pdf

7.	Site plan	4. SITE PLAN - 2695.pdf
8.	Site plan	5. LANDSCAPE AND IRRIGATION PLAN - 2695.pdf
9.	Minutes	P&Z Minutes.pdf
10.	Application	2014 Application.pdf
11.	Legal ad	2014 CUP legal ad.docx

**CITY OF CLERMONT
RESOLUTION NO. 2014-38**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CLERMONT, LAKE COUNTY, FLORIDA, GRANTING AN
AMENDMENT TO A CONDITIONAL USE PERMIT TO ALLOW AN
EXPANSION TO THE EXISTING WAL-MART.**

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held November 4, 2014 recommended approval of this amendment to the Conditional Use Permit to allow an expansion to the existing Wal-mart; at the following location:

LOCATION:

1450 John's Lake Road

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 an amendment to the Conditional Use Permit to allow an expansion to the existing Wal-mart; 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. No further expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.
3. The property shall be developed in substantial accordance with the conceptual site plan dated 5/12/03 and prepared by CPH Engineers. Formal construction plans, incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The conceptual site plans submitted with the Conditional Use Permit application are not the approved construction plans.

CITY OF CLERMONT
RESOLUTION NO. 2014-38

4. 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.
5. The final Certificate of Occupancy shall not be issued until each of the stated conditions has been met.
6. 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.
7. The Conditional Use Permit must be executed and filed in 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.
8. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date of 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.

Section 2 - Land Use

1. This permit is for a ~~218,685~~ 222,590 square foot Wal-Mart SuperCenter that will include general retail sales, a garden center, liquor store, grocery store, pharmacy, personal services, professional offices, restaurants, a gas station, and a Tire and Lube Express. The 3,905 square foot expansion shall be consistent with the conceptual site plan dated 9/15/2014 as prepared by Kimley Horn Engineers.

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. The permittee/developers shall provide ground cover on all out parcel and disturbed areas, where construction is not immediately intended. Ground cover shall be provided in accordance with an approved ground cover plan acceptable to the City in accordance with Best Management Practices (BMP) of the United States Department of Agriculture Soil Conservation Service.
3. All excavated material shall be stored in a location approved by the City Engineer.

CITY OF CLERMONT
RESOLUTION NO. 2014-38

4. Ingress and egress to the site for construction shall be determined by the City Engineer.

Section 4 - Transportation Improvements

1. Sidewalks shall be required along all public road frontages, including U.S. Highway 27, in accordance with Florida Department of Transportation and City Codes.
2. Based upon results of the traffic study, 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 of that portion of the project. Project specific on-site/off-site transportation improvements consistent with identified project impacts, per the traffic study, will be the sole responsibility of the developer.
3. Citrus Tower Boulevard shall be constructed from Hooks Street to Johns Lake Road prior to issuance of the Certificate of Occupancy for the Wal-Mart Supercenter.
4. The right-of-way for the frontage road shall be dedicated prior to construction plan approval. The frontage road shall be constructed from Citrus Tower Boulevard to the north property line prior to issuance of a Certificate of Occupancy.
5. A signal warrant analysis for the intersection of U.S. Highway 27 and Johns Lake Road shall be completed and submitted to Florida Department of Transportation prior to construction plan approval. The Certificate of Occupancy for the Wal-Mart store will not be issued until the signal is installed and operational.
6. A signal shall be installed and operational at the intersection of Citrus Tower Boulevard and Johns Lake Road prior to the issuance of a Certificate of Occupancy.
7. Dual southbound left-turn lanes from U.S. Highway 27 onto Johns Lake Road shall be constructed prior to issuance of a Certificate of Occupancy. An additional eastbound lane with appropriate turn lanes shall be constructed on Johns Lake Road between US 27 and Citrus Tower Boulevard.
8. A mass transit stop shall be provided on site in accordance with the Lost Lake Reserve Development of Regional Impact and Planned Unit Development.

Section 5 - Utilities and Stormwater

1. Restaurants will be required to install grease traps at a size to be determined by the Public Works Director.

CITY OF CLERMONT
RESOLUTION NO. 2014-38

Section 6 – Landscaping and miscellaneous site improvements

1. Side slopes of the water retention areas shall be sodded and landscaped with trees. Trees shall be provided in the water retention areas that are appropriate for the soils and hydrology of the area.
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.
3. Cardboard recycling dumpsters shall be in dumpster enclosures constructed per code.

Section 7 – Signage

1. All signs for the project shall be monument signs and their size and height, etc. shall be in accordance with the approved Lost Lake Planned Unit Development and the pending sign revision ordinance.
2. Only the lettering of the brand name on the fascia of the gas station canopy may be lit.

Section 8 - Architectural Design Standards

Architectural plans for all buildings must be approved by the Site Review Committee prior to construction plan approval.

All structures shall be designed and constructed in accordance with the following design standards and the pending Architectural Design Ordinance unless otherwise approved by the City of Clermont Site Review Committee.

Façades and Exterior Walls:

1. Ground floor façades that face public streets shall have arcades, display windows, entry areas, awnings or other such features along no less than sixty (60) percent of their horizontal length.
2. Façades greater than one hundred (100) feet in length, measured horizontally, shall incorporate wall plane projections or recesses having a depth of at least three (3) feet. No uninterrupted length of any facade shall exceed one hundred (100) horizontal feet.
3. The loading areas shall be properly screened from public view. Proper screening shall include but not be limited to provision of a minimum 10 foot wide landscape buffer along the rear of the grocery and retail stores. All storage of pallets, cardboard boxes, etc. shall be within screened enclosures.

CITY OF CLERMONT
RESOLUTION NO. 2014-38

Roofs:

1. Parapet walls or other design features shall be used to conceal flat roofs and rooftop equipment such as HVAC units from public view from all sides of the building. Parapet walls or other design features shall be constructed at a height of at least one (1) inch above the tallest roof top unit. A metal or other enclosure for roof top equipment does not constitute screening from public view. The average height of such parapets shall not exceed fifteen (15) percent of the height of the supporting wall and such parapets shall not at any point exceed one-third (1/3) of the height of the supporting wall.
2. No uninterrupted length of any roofline or parapet wall shall exceed one hundred (100) horizontal feet.

Materials and colors:

1. The predominant exterior finish shall be of high quality materials, including, but not limited to, brick, stone, stucco and textured concrete masonry units. The finished surface of the exterior walls shall not include smooth-faced concrete block, tilt-up concrete panels or prefabricated steel panels.
2. Façade colors shall be low reflective, subtle, neutral or earth tone colors. The use of high-intensity colors, metallic colors, black or fluorescent colors shall be prohibited.
3. Building trim and accent areas shall be limited to one primary color. The use of a primary color in the building trim is limited to a one (1) foot wide band around the building. Neon tubing shall not be an acceptable feature for building trim or accent areas.

Entryways:

1. Each large retail establishment shall have a clearly defined customer entrance featuring no less than three (3) of the following:
 - a. canopies or porticos;
 - b. overhangs;
 - c. recesses/projections;
 - d. arcades;
 - e. peaked roof forms;
 - f. arches;
 - g. architectural details such as tile work and moldings which are integrated into the building structure and design;
 - h. integral planters or wing walls that incorporate landscaped areas and/or places for sitting.

CITY OF CLERMONT
RESOLUTION NO. 2014-38

Signage:

1. Neon tubing shall not be used in building signage unless within the framework of an enclosure. The blue background color for the Wal-Mart Supercenter signs shall be reduced to a limited area around the lettering. This area is to be determined by staff during site plan review.
2. Signage may include store identification including garden center and contractor pickup, et cetera, but not advertising such as “We Sell for Less” or “Low Prices”, et cetera.

Lighting:

1. Light poles shall not be painted in primary colors. Parking lot lights shall be aimed straight down and be enclosed in a shroud so that light will not project out in an upward or horizontal direction.

Outdoor storage:

1. All materials stored outside must be within an opaque enclosure.
2. All landscape materials stored outside must be within an enclosure. If the enclosure is not opaque, the enclosure shall consist of columns of the same material as the primary structure with ornamental metal fencing as screening.
3. All fencing shall be ornamental metal; chain link fencing is prohibited.

Outdoor display:

1. Outdoor display will only be allowed by the garden center, this area shall be clearly delineated on the site plan. Outdoor display shall be separated into two categories: daily display and seasonal display. Daily display is to be taken into the store at the end of each business day, while seasonal display may remain outside overnight. Outdoor storage of inventories of fertilizer and landscaping materials, or any other inventory, is prohibited. Flowers that are displayed outside must be on movable carts and brought in after business hours. Parking spaces cannot be used for any outdoor display or storage of inventory.

Miscellaneous:

1. Cart corrals or returns shall be provided for in the parking lot. No advertising shall be allowed on the cart corrals.
2. Outdoor storage of inventory in trailers or other storage systems shall be restricted to the six (6) parking spaces identified for this use on the approved site plan, and can only be utilized during the months of October through January.

CITY OF CLERMONT
RESOLUTION NO. 2014-38

3. All fencing, including fencing around water retention areas, shall be ornamental metal; chain link fencing is prohibited.

CITY OF CLERMONT
RESOLUTION NO. 2014-38

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 9th day of December, 2014.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

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. No further expansion of the use or additions to the facility shall be permitted except as approved by another conditional use permit.
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5. The final certificate of occupancy shall not be issued until each of the stated conditions has been met.
6. 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.
7. The conditional use permit must be executed and filed in 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.
8. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date of 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.

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2. Facades greater than one hundred (100) feet in length, measured horizontally, shall incorporate wall plane projections or recesses having a depth of at least three (3) feet. No uninterrupted length of any facade shall exceed one hundred (100) horizontal feet.
3. The loading areas shall be properly screened from public view. Proper screening shall include but not be limited to provision of a minimum 10 ft. wide landscape buffer along the rear of the grocery and retail stores. All storage of pallets, cardboard boxes, etc. shall be within screened enclosures.

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1. The predominant exterior finish shall be of high quality materials, including, but not limited to, brick, stone, stucco and textured concrete masonry units. The finished surface of the exterior walls shall not include smooth-faced concrete block, tilt-up concrete panels or prefabricated steel panels.
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5. peaked roof forms;
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7. architectural details such as tile work and moldings which are integrated into the building structure and design;
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1. Light poles shall not be painted in primary colors. Parking lot lights shall be aimed straight down and be enclosed in a shroud so that light will not project out in an upward or horizontal direction.

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1. All materials stored outside must be within an opaque enclosure.
2. All landscape materials stored outside must be within an enclosure. If the enclosure is not opaque, the enclosure shall consist of columns of the same material as the primary structure with ornamental metal fencing as screening.
3. All fencing shall be ornamental metal; chain link fencing is prohibited.

Outdoor display:

1. Outdoor display will only be allowed by the Garden Center, this area shall be clearly delineated on the site plan. Outdoor display shall be separated into two categories: daily display and seasonal display. Daily display is to be taken into the store at the end of each business day, while seasonal display may remain outside overnight. Outdoor storage of inventories of fertilizer and landscaping materials, or any other inventory, is prohibited. Flowers that are displayed outside must be on movable carts and brought in after business hours. Parking spaces cannot be used for any outdoor display or storage of inventory.

Miscellaneous:

1. Cart corrals or returns shall be provided for in the parking lot. No advertising shall be allowed on the cart corrals.

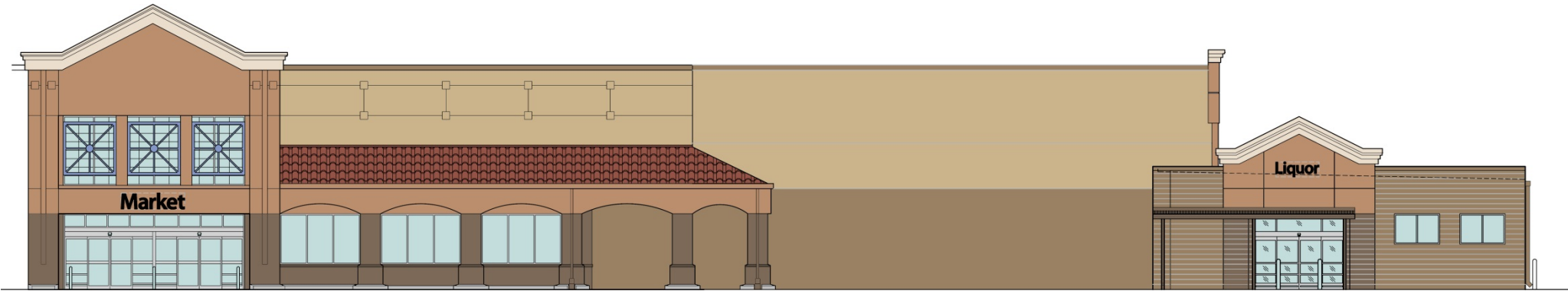
2. Outdoor storage of inventory in trailers or other storage systems shall be restricted to the six (6) parking spaces identified for this use on the approved site plan, and can only be utilized during the months of October through January.
3. All fencing, including fencing around water retention areas, shall be ornamental metal; chain link fencing is prohibited.

Aerial Map: Wal-Mart 1450 Johns Lake Road



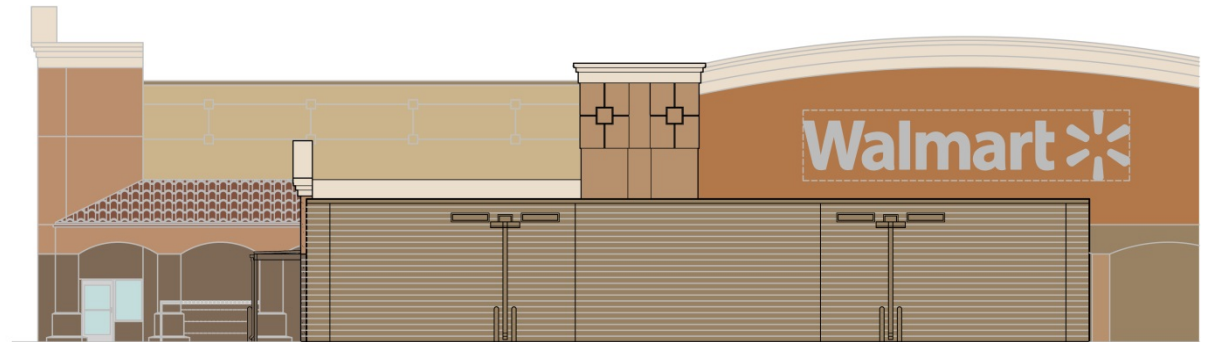


Site Photos



Front Elevation

*Trellis omitted for clarity

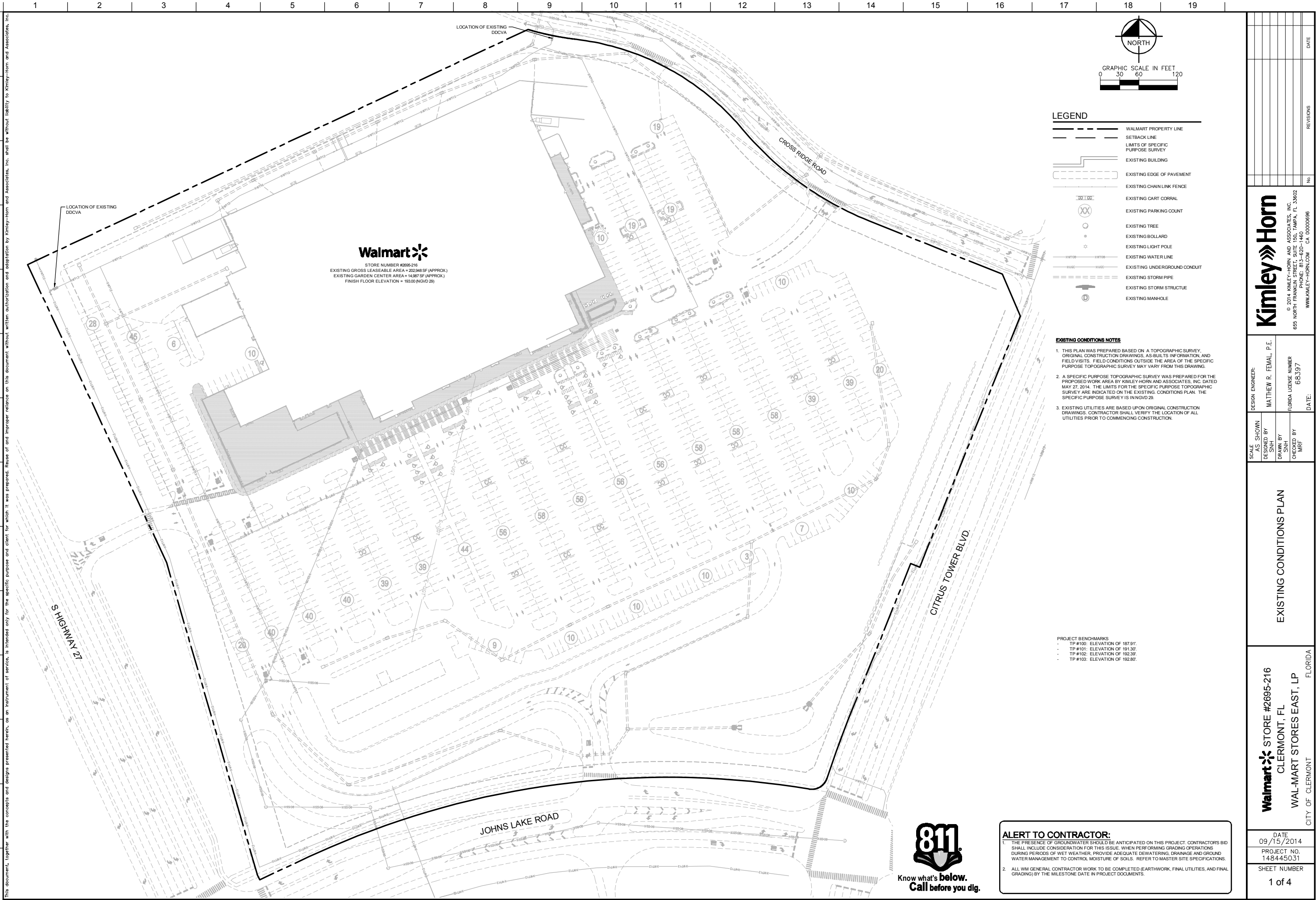


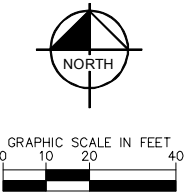
Side Elevation



*All new building finishes and materials to match existing

Plotted By: Verco, Nilases Sheet Set: Walmart LBA -2695 Layout: 6020 October 27, 2014 04:10:40pm K:\TAM_Civil\47253 - Wal-Mart\000 - Liquor Box Additions\2695 - Clermont\CADD\Exhibit\2014.10.24 CUP\EXISTING CONDITIONS PLANS - 2695.dwg





EXISTING SITE ANALYSIS TABLE	
WALMART (GROSS LEASABLE AREA)	202,948 S.F.
PARKING (ASSOCIATES AND CUSTOMER)	1045 SPACES
ACCESSIBLE (2.34%)	25 SPACES
TOTAL PARKING	1070 SPACES
EXISTING RATIO	5.27/1,000 S.F.
CITY REQUIRED RATIO	5.00/1,000 S.F.
* CART CORRAL	18 CORRALS / 18 SPACES

PROPOSED SITE ANALYSIS TABLE	
WALMART GLA (INCLUDES LIQUOR/BOTTLE ADDITION)	206,853 S.F.
PARKING (ASSOCIATES AND CUSTOMER)	1021 SPACES
ACCESSIBLE (2.34%)	25 SPACES
TOTAL PARKING	1046 SPACES
RATIO	5,091,000 S.F.
CITY REQUIRED RATIO	5,001,000 S.F.
* CART CORRAL	18 CORRALS / 18 SPACES

THE EXISTING PAVEMENT ELEVATIONS ARE BASED ON FIELD DATA OBTAINED DURING THE COURSE OF DESIGN. HOWEVER, IT IS EXPRESSLY UNDERSTOOD THAT IT IS IMPOSSIBLE TO ACCURATELY DEPICT EVERY IRREGULARITY IN THE EXISTING PAVEMENT SURFACE. BY SUBMITTING A BID, THE CONTRACTOR ACKNOWLEDGES THAT HE HAS EXAMINED THE PROJECT TO THE DEGREE NECESSARY TO PROVIDE A LUMP SUM PRICE FOR THE WORK AND THAT HE HAS INCLUDED THE NECESSARY FUNDS FOR SHIMMING AND/OR MILLING AS MAY BE REQUIRED TO PRODUCE THE FINAL ELEVATIONS SHOWN.

CAUTION - NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITIES COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THIS INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE IMPROVEMENTS SHOWN BY THESE PLANS.

ITE NOTES

1. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY/COUNTY REGULATIONS AND CODES AND
2. SUSTAINABLE STANDARDS.
3. CONTRACTOR SHALL REMOVE ALL STRIPING THAT CONFLICTS WITH PLANNED IMPROVEMENTS BY
4. ABRASIVE BLASTING.
5. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS
6. OF VESTIBULES, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, PRECISE BUILDING DIMENSIONS AND
7. EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
8. ALL DRIVE AND DRIVE AREAS ARE TO BE UNCLE BEN'S MIXTURES OF TOPSOIL, SEED, MULCH AND WATER UNTIL A
9. HEALTHY STAND OF GRASS IS ESTABLISHED. SEE 02000 SPECIFICATION.
10. DRIVE AISLE CURBED RADI ARE TO BE 10' UNLESS OTHERWISE NOTED. ISLAND CURBED RADI ARE TO BE
11. 3' UNLESS OTHERWISE NOTED.
12. DRIVE AISLE CURBED RADI ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
13. ALL NECESSARY INSPECTIONS, APPROVALS, AND/OR GRATIFICATION REQUIRED BY CODES AND/OR
14. AUTHORITIES SHALL BE COMPLETED PRIOR TO THE ANNOUNCED BUILDING POSSESSIONS AND THE
15. COMMENCEMENT OF CONSTRUCTION.
16. CONTRACTOR SHALL REFER TO ARCH. PLANS FOR LOCATIONS AND DETAILS OF PIPE BOLLARDS LOCATED AT FRONT OF
17. BUILDING.
18. CONTRACTOR SHALL PLAN, FOR CONCRETE APRON AND PAD DETAILS, ALL PAVING, CURBED, FLATWORK,
19. SIDEWALKS, FENCING, BOLLARDS, ETC. WHICH CONFLICT WITH NEW CONSTRUCTION ARE TO BE
20. DEMOLISHED AND DISPOSED OF IN ACCORDANCE WITH ANY LOCAL, STATE, OR FEDERAL
21. REGULATIONS.
22. ALL NEW PAINTED PAVEMENT MARKINGS SUCH AS DIRECTIONAL ARROWS AND LETTERING SHALL BE
23. PAINTED USING TEMPLATES.
24. ALL NEW STRIPING SHALL BE FLUSH WITH THE SURFACE OF THE EXIT PORCHES OR SIDEWALKS AT ALL
25. DOORS UNLESS NOTED OTHERWISE. REFER TO GRADING PLAN FOR SPECIFIC ELEVATION
26. INFORMATION.
27. CONTRACTOR SHALL SAWCUT EXISTING PAVEMENT AS SHOWN ON DEMOLITION PLAN TO ALLOW FOR
28. A STRAIGHT JUNT BETWEEN OLD AND NEW SURFACES.
29. CONTRACTOR TO REMOVE ALL PAVEMENT, BASE MATERIALS, CURBING, BOLLARDS, ETC. WITHIN
30. SAWCUT LIMITS OF CONSTRUCTION AREA.
31. ALL NEW STRIPING WITHIN WALMART LIMITS SHALL BE PAINTED (TWO COATS) AS PER THE
32. SPECIFICATIONS.
33. RESTRIPPING SHALL BE RESTRIPPED (TWO COATS) OVER EXISTING USING EXISTING COLORS PER
34. SPECIFICATIONS.
35. CONTRACTOR TO COORDINATE FIRE LANE STRIPING AND SIGN REQUIREMENTS WITH LOCAL
36. FIRE DEPARTMENT.
37. CONTRACTOR SHALL MILL EXISTING ASPHALT TO ENSURE SMOOTH TRANSITIONS BETWEEN OLD AND
38. NEW PAVEMENT. MILL STRIP SHALL BE 5' WIDE (MIN.) BY 1.5' DEEP AT EXISTING PAVEMENT INTERFACE
39. AND SHALL EXTEND THE LENGTH OF THE SHIM (TYP).
40. CONTRACTOR SHALL BE RESPONSIBLE TO MAKE SURE THE PAVEMENT TO REMAIN IT SHALL BE THE
41. CONTRACTOR'S RESPONSIBILITY TO ENSURE POSITIVE DRAINAGE IN ALL AREAS.
42. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING DAMAGE TO ANY EXISTING ITEMS THAT WILL
43. BE REMOVED IN PLACE AFTER CONSTRUCTION AND DEMOLITION ARE COMPLETE. THOSE ITEMS INCLUDE
44. BUT NOT LIMITED TO, DRAINAGE SYSTEMS, UTILITIES, CURBING, PAVEMENT, ETC. REPAIRS SHALL
45. BE EQUAL TO, OR BETTER THAN EXISTING CONDITIONS. CONTRACTOR IS RESPONSIBLE FOR
46. DOCUMENTING ANY EXISTING DAMAGES AND NOTIFYING THE WALMART CONSTRUCTION MANAGER.
47. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, UNLESS OTHERWISE NOTED, OF
48. UTILITIES INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS &
49. POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES
50. REGULATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UTILITIES RELOCATIONS AND SHALL BE APPROVED BY SUCH. ALL
51. COST SHALL BE INCLUDED IN BASE BID.
52. SEE DETAIL SHEET FOR CONCRETE JUNT REQUIREMENTS.
53. CONTRACTOR SHALL COORDINATE WITH THE WALMART CONSTRUCTION
54. MANAGER. THE EXISTING WALMART SHALL REMAIN IN OPERATION DURING CONSTRUCTION.
55. CONTRACTOR SHALL KEEP ALL EXISTING PARKING, SIDEWALKS, DRIVES, ETC. CLEAR AND FREE FROM
56. OBSTRUCTION. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING DRIVEWAYS, SIDEWALKS, AND
57. VEHICULAR ACCESS TO AND FROM THE SITE. CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION
58. ACTIVITY WITHIN THE PROXIMITY OF THE EXISTING STORE WITH THE WALMART CONSTRUCTION
59. MANAGER AND THE STORE MANAGER TO MINIMIZE DISTURBANCE AND INCONVENIENCES TO THE
60. CUSTOMER.
61. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROTECT THE PUBLIC AT ALL TIMES. FENCING,
62. BARRICADES, ENCLOSURES, BARRELS, ETC. TO BE USED IN THE BEST POSSIBLE MANNER AND AS
63. NECESSARY TO PROTECT THE PUBLIC. CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION
64. IN PAVED AREAS WHERE ASPHALT IS TRENCHED FOR INSTALLATION OF NEW UTILITIES OR IRRIGATION
65. SYSTEM, THE AREA SHALL BE REPAIRED USING THE HEAVY DUTY ASPHALT PAVING SECTION, UNLESS
66. OTHERWISE NOTED.
67. THE SITE WORK FOR THIS PROJECT SHALL MEET OR EXCEED "THE SITE SPECIFIC SPECIFICATIONS".
68. REFER TO ARCH. PLANS FOR SITE LIGHTING ELECTRICAL PLAN.
69. CONTRACTOR SHALL COORDINATE WITH THE WALMART CONSTRUCTION MANAGER FOR ALL UTILITIES, AND FINAL
70. GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS.

SITE LEGEND

(A)	6" WIDE FIRE LANE STRIPING PAINTED YELLOW. MATCH EXISTING STRIPING. SEE FIRE LANE DETAIL.
(B)	PEDESTRIAN CROSSWALK WITH 6" WIDE PAINTED WHITE STRIPING PARALLEL TO DIRECTION OF TRAFFIC AT 2'-0" O.C. AND (18") WHITE STRIPES PERPENDICULAR ON BOTH ENDS. SEE CROSSWALK MARKING DETAIL.
(C)	EXIT PORCH. SEE ARCHITECTURAL PLANS FOR EXACT SIZE, LOCATION FOR STOPS, STAIRS AND/OR RAMPS THAT MAY BE REQUIRED. RAMP PAVEMENT FLUSH WITH THE TOP OF STOOP.
(D)	"YIELD" PAINTED WHITE ON PAVEMENT TYPICAL. SEE DETAIL SHEET.
(E)	18" TYPE "F" CONCRETE CURB AND GUTTER TYPICAL. SEE DETAIL SHEET.
(F)	TYPE "D" CONCRETE CURB AND GUTTER TYPICAL. SEE DETAIL SHEET.
(G)	ARROW PAVEMENT MARKINGS TYPICAL. SEE PLAN FOR TYPE. SEE DETAIL SHEET.
(H)	6" WIDE STRIPING PAINTED YELLOW AT 24" O.C. AT 45°
(I)	"STOP" SIGN. SEE DETAIL SHEET.
(J)	STOP BAR AND "STOP". SEE DETAIL SHEET.
(K)	CONTRACTOR TO RELOCATE LIGHT POLE, FIXTURE AND WIRING. CONTRACTOR TO INSTALL PULL BOX AS REQUIRED. CONTRACTOR TO CONSTRUCT LIGHT POLE BASE PER LIGHT POLE BASE DETAIL.
(L)	PROPOSED PLANTER BOX. SEE ARCH PLANS.
(M)	PEDESTRIAN CROSSING SIGN TYPICAL AT PEDESTRIAN CROSSWALKS AS NOTED ON PLANS.
(N)	CONCRETE FLUME.
(O)	NO PARKING FIRE LANE SIGN. SEE DETAIL SHEET. CONTRACTOR SHALL MATCH EXISTING SIGN.
(P)	PARTIAL STRUCTURE TO REMAIN. SEE ARCH PLANS.
(Q)	6" Ø PIPE BOLLARD TYPICAL UNLESS NOTED OTHERWISE. SEE DETAIL SHEET.
(R)	PROPOSED "BUS ONLY" PAVEMENT MARKING. SEE DETAIL SHEET.

SWSL4" - SINGLE WHITE SOLID LINE / 4" WIDE
 SYSL4" - SINGLE YELLOW SOLID LINE / 4" WIDE
 DYSL6" - DOUBLE YELLOW SOLID LINE / 6" WIDE EACH
 SYSL10" - SINGLE YELLOW SOLID LINE / 10" WIDE
 SWDL4" - SINGLE WHITE DASHED LINE / 4" WIDE
 SBYL4" - SINGLE BROKEN YELLOW LINE / 4" WIDE
 SWSL24" - SINGLE WHITE SOLID LINE / 24" WIDE

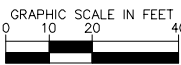
1. THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTORS BID SHALL INCLUDE CONSIDERATION FOR THIS ISSUE. WHEN PERFORMING GRADING OPERATIONS DURING PERIODS OF WET WEATHER, PROVIDE ADEQUATE DEWATERING, DRAINAGE AND GROUND WATER MANAGEMENT TO CONTROL MOISTURE OF SOILS. REFER TO MASTER SITE SPECIFICATIONS.
2. ALL WM GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES, AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS.

Kimley»»Horn



LANDSCAPE AND IRRIGATION NOTES

CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION AND DIMENSIONS OF VESTIBULE, SLOPED PAVING, EXIT PORCHES, RAMPS AND TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT UTILITY ENTRANCE LOCATIONS.



1. THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTORS BID SHALL INCLUDE CONSIDERATION FOR THIS ISSUE. WHEN PERFORMING GRADING OPERATIONS DURING PERIODS OF WET WEATHER, PROVIDE ADEQUATE DEWATERING, DRAINAGE AND GROUND WATER MANAGEMENT TO CONTROL MOISTURE OF SOILS. REFER TO MASTER SITE SPECIFICATIONS.
2. ALL WM GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES, AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS.

Kimley»»Horn

© 2014 KIMLEY-HORN AND ASSOCIATES, INC.
655 NORTH FRANKLIN STREET, SUITE 150, TAMPA, FL 33602
PHONE: 813-620-1460
WWW.KIMLEY-HORN.COM CA 00000696

SCALE AS SHOWN	DESIGN ENGINEER:
DESIGNED BY MTF	DAVID A. SIMS, PLA
DRAWN BY MTF	FLORIDA LICENSE NUMBER 1487
CHECKED BY DAS	DATE:

LANDSCAPE AND IRRIGATION PLAN

Walmart STORE #2695-216
CLERMONT, FL
WAL-MART STORES EAST, LP

CITY OF CLERMONT
FLORIDA

DATE
15/2014

PROJECT NO.
148445031

SHEET NUMBER
4 OF 4

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
November 4, 2014**

Page 5

3. REQUEST FOR CONDITIONAL USE PERMITS

REQUEST: Walmart

APPLICANT: Kimley-Horn and Associates, Inc.

Planning Manager Curt Henschel presented the staff report as follows:

The applicant is requesting an amendment to the existing Resolution #1316 to allow for an increase in building square footage. Currently the existing Wal-Mart located at 1450 Johns Lake Rd. is limited to 218,685 square feet (resolution 1316). The applicant is requesting to create 3,905 square foot expansion to the east side of the building. The proposed expansion will be for liquor sales that will not be accessible from inside the main building. Combining the existing allowable square footage of 218,685 and the proposed addition of 3,905 square feet, the new proposed building size will be limited to 222,590 square feet.

Staff recommends approval of the conditional use permit.

The applicant was not present.

Commissioner Harry Mason moved to postpone the Wal-mart application until the applicant is present. The motion failed due to lack of a second.

Commissioner Tony Hubbard moved to recommend approval of the conditional use permit; seconded by Commissioner Bernadette Dubuss. The vote was 4-1 to recommend approval for the conditional use permit, with Commissioner Harry Mason opposing.

4. REQUEST FOR LAND DEVELOPMENT CODE AMENDMENT

APPLICANT: Staff

Planning Manager Curt Henschel presented the staff report as follows:

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. The proposed ordinance, upon introduction, would move forward to a final hearing on November 12, 2014.



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

DATE: 09/24/14

FEE: \$526.50

PROJECT NAME (if applicable): Wal-Mart Store #2695-216- Clermont- Liquor Box Addition

APPLICANT: Kimley-Horn and Associates, Inc.

CONTACT PERSON: Matthew R. Femal

Address: 655 N. Franklin Street, Suite 150

City: Tampa State: FL Zip: 33602

Phone: (813) 620-1460 Fax:

E-Mail: Matt.Femal@kimley-horn.com

OWNER: Wal-Mart Stores East, LP

Address: 2001 SE 10th Street

City: Bentonville State: AR Zip: 72716

Phone: (479) 273-4000 Fax:

Address of Subject Property: 1450 Johns Lake Rd., Clermont, FL 34711

General Location: North corner of S Hwy 27 and Johns Lake Rd.

Legal Description (include copy of survey): Please see attached.

Land Use (City verification required): Master Planned Development

Zoning (City verification required): PUD



September 25, 2014

Mr. Curtis Henschel
City of Clermont
Planning & Zoning Department
685 West Montrose Street
Clermont, Florida, 34711

**Re: Proposed Walmart Liquor Box Addition
1450 Johns Lake Road, Clermont, Florida
Traffic Impact Analysis**

Dear Mr. Henschel:

The purpose of this letter is to document the potential traffic impacts of a proposed Liquor Box addition to the existing Walmart site located at 1450 Johns Lake Road, Clermont, Florida.

Trip Generation

The gross trip generation potential of the proposed Liquor Box addition for the P.M. peak-hour of the adjacent street was estimated using information contained in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 9th Edition, for land use code (LUC), 813 (Free-Standing Discount Superstore). The estimated gross external trips expected to be generated by the proposed addition are 18 two-way, trip-ends (9 entering/9 exiting) in the P.M. peak hour of adjacent roadways during the 4:00 p.m. to 6:00 p.m. time period.

Pass-by capture for the Liquor Box addition was considered based upon the ITE *Trip Generation Manual*, 9th Edition, for land use code 813 (Free-Standing Discount Superstore). The pass-by trips were subtracted from the total gross external trips to determine anticipated net, new project trips from the Liquor Box addition.

The results of these calculations, which are included in Table 1, indicate that the proposed Liquor Box addition may be expected to generate 12 net, new, two-way trip-ends (6 entering/6 exiting) in the P.M. peak hour, or approximately one trip per every five minutes.

EXISTING LAND USE P.M. PEAK-HOUR PROJECT TRIP GENERATION

ITE TRIP GENERATION CHARACTERISTICS					DIRECTIONAL DISTRIBUTION		GROSS TRIPS			TOTAL EXTERNAL TRIPS			PASS-BY CAPTURE		NET NEW EXTERNAL TRIPS		
Land Use	ITE Edition	ITE Code	Scale	ITE Units	Percent		In	Out	Total	In	Out	Total	Percent	PB Trips	In	Out	Total
Existing Store					49%	51%	470	490	960	470	490	960	28%	268	336	356	692
Convenient Superstore	9	813	224,731	KSF			470	490	960	470	490	960	28%	268	336	356	692
Total:							470	490	960	470	490	960	28%	268	336	356	692

EXISTING PLUS PROPOSED LAND USE P.M. PEAK-HOUR PROJECT TRIP GENERATION

ITE TRIP GENERATION CHARACTERISTICS					DIRECTIONAL DISTRIBUTION		GROSS TRIPS			TOTAL EXTERNAL TRIPS			PASS-BY CAPTURE		NET NEW EXTERNAL TRIPS		
Land Use	ITE Edition	ITE Code	Scale	ITE Units	Percent		In	Out	Total	In	Out	Total	Percent	PB Trips	In	Out	Total
Existing Store + Addition					49%	51%	479	499	978	479	499	978	28%	274	342	362	704
Convenient Superstore + Addition	9	813	224,731	KSF			479	499	978	479	499	978	28%	274	342	362	704
Total:							479	499	978	479	499	978	28%	274	342	362	704

Net (Proposed - Existing)	6	6	12
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Traffic Impacts

Johns Lake Road, Citrus Tower Boulevard and South Highway 27, the first directly accessed roadways, are 2 lane, 4 lane and 6 lane roadways, respectively. The 12 additional P.M. peak hour trips anticipated to be added from the proposed Walmart Liquor Box addition represent less than 1% of the roadways' capacities. Due to the fact that the additional traffic impacts to the roadway network are not anticipated to be significant, it is requested that a detailed traffic analysis not be required for the proposed liquor box addition and instead allow this traffic impact analysis to be submitted for your review.

We will follow-up with you to discuss this matter in more detail. We appreciate your time and consideration of this request.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Matthew Femal, P.E.
Project Manager



Joe Robertson, E.I.
Transportation Analyst

Real Estate

Jeff Waggener, Senior Director of Project Design and Management



2001 SE 10th Street
Bentonville, AR 72716
Phone 479.273.4000
www.walmart.com

May 29, 2014

RE: Liquor Licensing, Zoning, Permitting, and Approvals
Applicant: Wal-Mart Stores East, L.P. a Delaware Limited Partnership
Project Name: Clermont, FL #2695-216
Site Address: 1450 Johns Lake Rd., Clermont, FL 34711

On behalf of Wal-Mart Stores East, LP ("Wal-Mart"), I hereby authorize Kimley-Horn and Associates, Inc. (the "Engineer"), to serve as Wal-Mart's authorized agent for the purpose of seeking all requisite liquor licenses, zoning modifications, permits, and approvals related to the proposed building additions and site modifications of the above-referenced site.

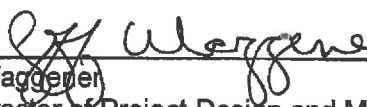
The Engineer's authorization is expressly limited to (i) signing and delivering applications for liquor licenses, zoning modifications, permits, and approvals that are related to the building additions and site modifications of the above-referenced site, and (ii) advancing the requisite funds on behalf of Wal-Mart to file such applications. Further, this authorization does not empower the Engineer to either negotiate on Wal-Mart's behalf or otherwise obligate Wal-Mart in any manner whatsoever, including any attempt to obligate Wal-Mart to pay for or construct improvements without additional authorization in writing from Wal-Mart.

Respectfully,

WAL-MART STORES EAST, LP,
a Delaware limited partnership

By: WSE Management, LLC, a Delaware limited
liability company, General Partner

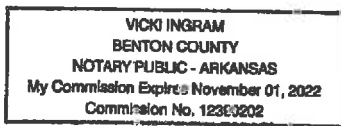
By:


Jeff Waggener
Sr. Director of Project Design and Management



STATE OF ARKANSAS
COUNTY OF BENTON

The foregoing instrument was acknowledged before me this 29 day of May, 2014, by Jeff Waggener as Senior Director of Project Design and Management of WSE Management, LLC, a Delaware limited liability company, the General Partner of Wal-Mart Stores East, LP, a Delaware limited partnership, on behalf of the company and the partnership. He ☒ is personally known to me OR ☐ produced _____ as identification.



[Notary Seal]

Vicki Ingram
Print Name: Vicki Ingram
Notary Public, State of Arkansas
Commission number: 12303202
My commission expires: 11/01/2022

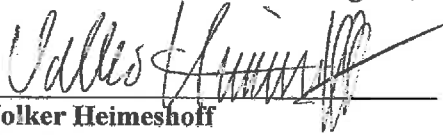
DELEGATION OF SIGNATURE AUTHORITY

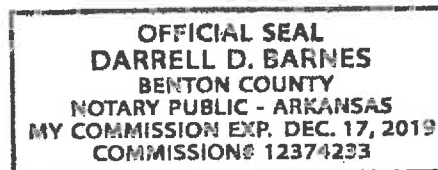
I, **Volker Heimeshoff**, being a Vice President of Wal-Mart Stores, Inc.; Wal-Mart Real Estate Business Trust; Wal-Mart TRS, LLC; Wal-Mart Realty Company; Wal-Mart Property Company; Wal-Mart Stores Arkansas, LLC; Wal-Mart Stores, Texas, LLC; Wal-Mart Stores East, LP; Wal-Mart Louisiana, LLC; WSE Management, LLC; Sam's Real Estate Business Trust; Sam's TRS, LLC; Sam's East, Inc.; Sam's West, Inc.; Sam's PW, Inc., Sam's Property Company, Wal-Mart.com USA, LLC, and Wal-Mart Puerto Rico, Inc. (hereinafter collectively referred to as "the Company"), do hereby delegate to:

Sr. Director of Project Design & Management
Sr. Director of Proto, Architecture & Engineering
Director of Project Design & Management
Senior Manager of Project Design and Management (remodel team)

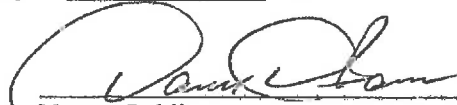
authority to execute, implement, maintain, amend or renew the following documents, in connection with the design and construction of new stores, site relocations, expansions, remodels and takeovers, including but not limited to civil engineering agreements; architectural agreements; easements, deeds, municipal maintenance agreements, municipal improvement/development agreements, plats and any permit, application or other document required by various jurisdictions, as long as such contracts are for amounts less than \$750,000.00, and in compliance with Walmart Realty Division Corporate Governance ("Governance"), on behalf of the Company, in their respective capacity for the Company. Notwithstanding the foregoing, the Senior Managers of Project Design and Management on the remodel team may only sign such items related to remodel projects.

All signing authority contained herein must be done in compliance with Governance and agreements signed may not commit the Company to amounts in excess of the individual's invoice approval authority as maintained by the VP of Real Estate Finance. This delegation shall supersede and revoke any signature authority previously given to those in the above positions, as of the date set forth below. All acts and transactions of individuals in the positions above which were taken or made in good faith and prior to the formal delegation of authority to such position that are consistent with this delegation are hereby ratified and approved.


Volker Heimeshoff
Vice President



Subscribed and sworn before me this 19th day of December, 2013


Notary Public

My commission expires: 12/17/19

[Notary Seal]

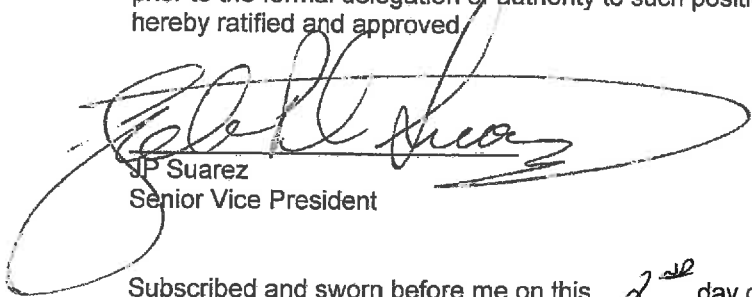
Delegation of Signature Authority

I, JP Suarez, as Senior Vice President (Real Estate Strategy, Design and Construction) of Wal-Mart Real Estate Business Trust; Wal-Mart TRS, LLC; Wal-Mart Realty Company; Wal-Mart Property Co.; Sam's Real Estate Business Trust; Sam's TRS, LLC; Sam's Property Co.; Benchmark Realty Advisors, Inc.; Benchmark Resources, Inc.; North Arkansas Wholesale Co., Inc.; and Sam's PW, Inc.; and as Executive Vice President of Wal-Mart Stores, Inc.; Wal-Mart Stores Arkansas, LLC; Wal-Mart Stores Texas, LLC; Wal-Mart Stores East, LP; Wal-Mart Louisiana, LLC; WSE Management, LLC; Wal-Mart Stores East, LLC, Sam's East, Inc.; Sam's West, Inc.; Wal-Mart.com USA, LLC; and Wal-Mart Puerto Rico, Inc. (hereinafter collectively referred to as "the Company", hereby delegate to:

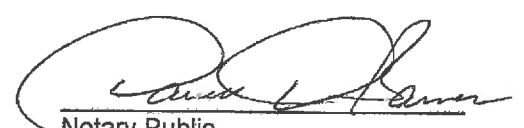
Vice President, Construction
Vice President, Prototype and New Format Development
Vice President, Realty, Disposition and Appraisal
Vice President, Store Planning

the authority to sign documents and to delegate the signing of documents on behalf of the Company to their respective teams, down to manager level, in compliance with Walmart US Governance and Operating Standards and Walmart Realty Division Corporate Governance.

All acts and transactions of individuals in the positions above which were taken or made in good faith and prior to the formal delegation of authority to such position that are consistent with this delegation are hereby ratified and approved.


JP Suarez
Senior Vice President

Subscribed and sworn before me on this 2nd day of December, 2013


Notary Public

Notary Seal

OFFICIAL SEAL
DARRELL D. BARNES
BENTON COUNTY
NOTARY PUBLIC - ARKANSAS
MY COMMISSION EXP. DEC. 17, 2019
COMMISSION# 12374233

Property Record Card

Due to a current issue with the Flash Plugin in Internet Explorer, it is suggested that you use Firefox, Chrome or other modern browser to view this page.

General Information

Owner Name:	WAL-MART STORES EAST LP	Alternate Key:	3836309
Mailing Address:	WAL MART PROPERTY TAX DEPT PO BOX 8050 MS 0555 BENTONVILLE, AR 72712-8050	Parcel Number:	32-22-26- 2300000000100
Property Location:	1450 JOHNS LAKE RD CLERMONT FL 34711	Millage Group and City:	000C (Clermont) : 17.5789
Property Description:	CLERMONT, WAL-MART SUPERCENTER AT CLERMONT STORE NO 2695-02 SUB LOT 1--LESS FROM INTERSECTION OF E'LY R/W LINE OF US HIGHWAY 27 & N R/W LINE OF JOHN'S LAKE ROAD, THENCE RUN ALONG SAID E'LY R/W LINE OF US HWY 27 N 25-09-24 W 7.86 FT TO A POINT, THENCE CONT ALONG SAID R/W LINE N 16-24- 07 W 122.80 FT, RUN N 64-50-36 E 175.95 FT FOR POB, RUN N 25-09-24 W 105 FT, N 64-50-36 E 247 FT, S 25-09-24 E 105 FT, S 64-50-36 W 247 FT TO POB--PB 53 PG 99-100		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Just Value
1	DEPARTMENT STORES (1300)	0	0		1247643	SF	\$0.00	\$3,742,929.00
2	UTILITIES (9100)	0	0		0.55	AC	\$0.00	\$550.00

Commercial Building(s)

Building 1

Commercial	Building Value: \$4,594,098.00							
Summary	Section(s)							
Year Built: 2006	Section No.	Section Type	Wall Height	No. Stories	Ground Floor Area	Basement	Basement Finished	Map Color
Total Square Footage: 220731	1	FINISHED LIVING AREA (FLA)	18	1	200991	0%	0%	
Full Bathrooms: 6		Interior Finish (13D)			Percent 100.00 %	Sprinkler Yes		A/C Yes
Half Bathrooms: 0	2	FINISHED LIVING AREA (FLA)	16	1	6699	0%	0%	
Elevators: 0								
Elevator Landings: 0								
Escalators: 0								

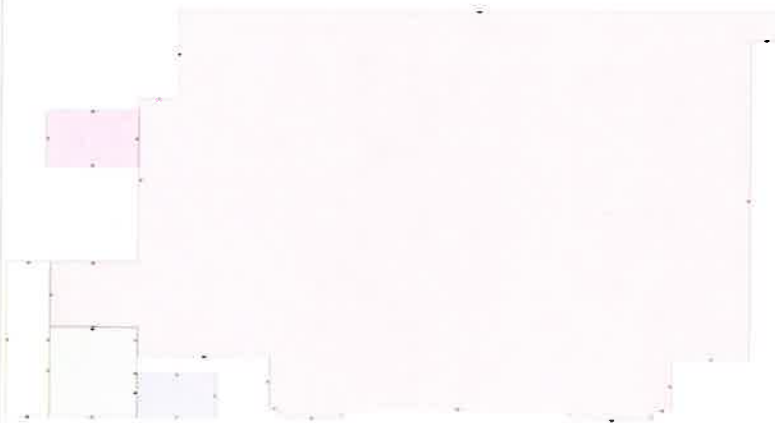
Residential
Units: 0

Kitchens: 0

Fireplaces: 0

Structure Type:
Concrete Block or
Masonry WallsExterior Walls:
09 : 100.00 %

Interior Finish		Percent		Sprinkler		A/C
(49C)		100.00 %		No		No
3	FINISHED LIVING AREA (FLA)	14	1	2967	0%	0%
Interior Finish		Percent		Sprinkler		A/C
(49C)		100.00 %		No		No
4	FINISHED LIVING AREA (FLA)	14	1	5700	0%	0%
Interior Finish		Percent		Sprinkler		A/C
(49C)		100.00 %		No		No
5	FINISHED LIVING AREA (FLA)	18	1	4374	0%	0%
Interior Finish		Percent		Sprinkler		A/C
(27B)		100.00 %		Yes		No


[print drawing](#) [view fullscreen](#)

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for an amendment to a Conditional Use Permit (Resolution 1316) to allow for an expansion to the existing Wal-Mart building.

LOCATION

1450 Johns Lake Road

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

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

A public meeting to consider the request will be held before the City Council on Tuesday, December 9, 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
October 28, 2014 and December 2, 2014



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 9, 2014		
Agenda Item Name		
Resolution No. 2014-40 <i>Jesus Perez Dental Office</i>		
Requested Action		
Move to approve Resolution No. 2014-40		
Staff Report		
The applicant is requesting a Conditional Use Permit (CUP) to allow a professional office to occupy more than 3,000 square feet of total floor area in the Central Business District (CBD). Under Sec. 122-243 of the Land Development Code, the CBD zoning district permits a doctor's office, but not one 3,000 square feet or greater without a CUP. The applicant desires to construct a new two story professional office building for his dental practice. The proposed location is a vacant lot at the intersection of West Avenue and Juniata Street. The proposed building will be 6,110 square feet, including all porticos, stairs and storage areas. The air conditioned space of the lower floor will be 2,058 square feet and the upper floor will be 3,190 square feet, for a total of 5,248 square feet of conditioned floor space. The parking requirement, under Section 122-247 (c)(1), requires 1 parking space for 400 square feet of floor space. Based upon this requirement, the total number of spaces would be 13 parking stalls. The applicant has provided 13 parking stalls on the site plan. The applicant is seeking a variance for the landscaping requirement along one of parking stalls that abuts Juniata Street. The proposed doctor's office is consistent with the area as a whole and would provide the applicant with an opportunity to continue practicing in the downtown area while gaining a larger, modern facility to use. The applicant has been through site plan review with staff on the proposed project and multiple items have been addressed up to this point. The applicant and staff believe the project meets the LDC except for the one variance request and the CUP requirement. Therefore, staff recommends approval of this request.		
Legal Impact		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		

1.	Resolution	2014-40.pdf
2.	CUP Conditions	Perez CUP CONDITIONS.docx
3.	CUP Site Plan	CUP Site Plan.pdf
4.	CUP Map	Perez CUP Map.pdf
5.	Application	CUP Application.pdf
6.	Legal Ad	Perez CUP Legal AD.docx

**CITY OF CLERMONT
RESOLUTION NO. 2014-40**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A
CONDITIONAL USE PERMIT TO ALLOW FOR A PROFESSIONAL
OFFICE GREATER THAN 3,000 SQUARE FEET IN THE CENTRAL
BUSINESS DISTRICT**

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held December 2, 2014 recommended approval of this Conditional Use Permit to allow for a professional office greater than 3,000 square feet in the Central Business District; at the following location:

LOCATION:

(Alt. Key 1615461) 912 West Avenue

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 professional office greater than 3,000 square feet in the Central Business District; 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. No further expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.
3. The property shall be developed in substantial accordance with the conceptual site plan dated 10/21/2014 and prepared by H.L. Bennett & Associates, Inc. Formal construction plans, incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The conceptual site plans submitted with the Conditional Use Permit application are not the approved construction plans.

CITY OF CLERMONT
RESOLUTION NO. 2014-40

4. 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.
5. The final Certificate of Occupancy shall not be issued until each of the stated conditions has been met.
6. 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.
7. The Conditional Use Permit must be executed and filed in 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.
8. 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.
9. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date 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.

Section 2. Land Use

1. This permit is for a 6,110 square foot professional office building with air conditioned floor space of 5,248 square feet. The site may also be used for other permitted Central Business District (CBD) uses as indicated in Section 122-243 of the Land Development Code.

CITY OF CLERMONT
RESOLUTION NO. 2014-40

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 9th day of December, 2014.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

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. No further expansion of the use or additions to the facility shall be permitted except as approved by another conditional use permit.
3. The property shall be developed in substantial accordance with the conceptual site plan dated 10/21/2014 and prepared by H.L. Bennett & Associates, Inc. Formal construction plans, incorporating all conditions stated in this permit shall be submitted for review and approved by the site review committee prior to the issuance of a zoning clearance or other development permits. The conceptual site plans submitted with the conditional use permit application are not the approved construction plans.
4. 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.
5. The final certificate of occupancy shall not be issued until each of the stated conditions has been met.
6. 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.
7. The conditional use permit must be executed and filed in 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.
8. 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.
9. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date of 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.

Section 2 - Land Use

1. This permit is for a 6,110 square foot professional office building with a conditioned floor space of 5,248 square feet. The site may also be used for other permitted CBD uses as indicated in Section 122-243 of the Land Development Code.

FIELD SURVEY DATE:
F.B. P.G.

REVISIONS	
10	REVISED PER CITY COMMENTS 6/2/14

JESUS PEREZ, DMD, PA
Family and Cosmetic Dentistry
SITE DEVELOPMENT
912 WEST AVENUE, CLERMONT, FLORIDA

SHEET TITLE
EROSION CONTROL PLAN
SEC 24, TWP 22 S, RGE 25 E.
LAKE COUNTY, FLORIDA

H. L. BENNETT & ASSOCIATES INC.
241 YEOMANS AVENUE - P.O. DRAWER 2137
LABELLE, FLORIDA 33975 PH. (863) 675-8882
FAX (863) 675-1321
L.B. 21146

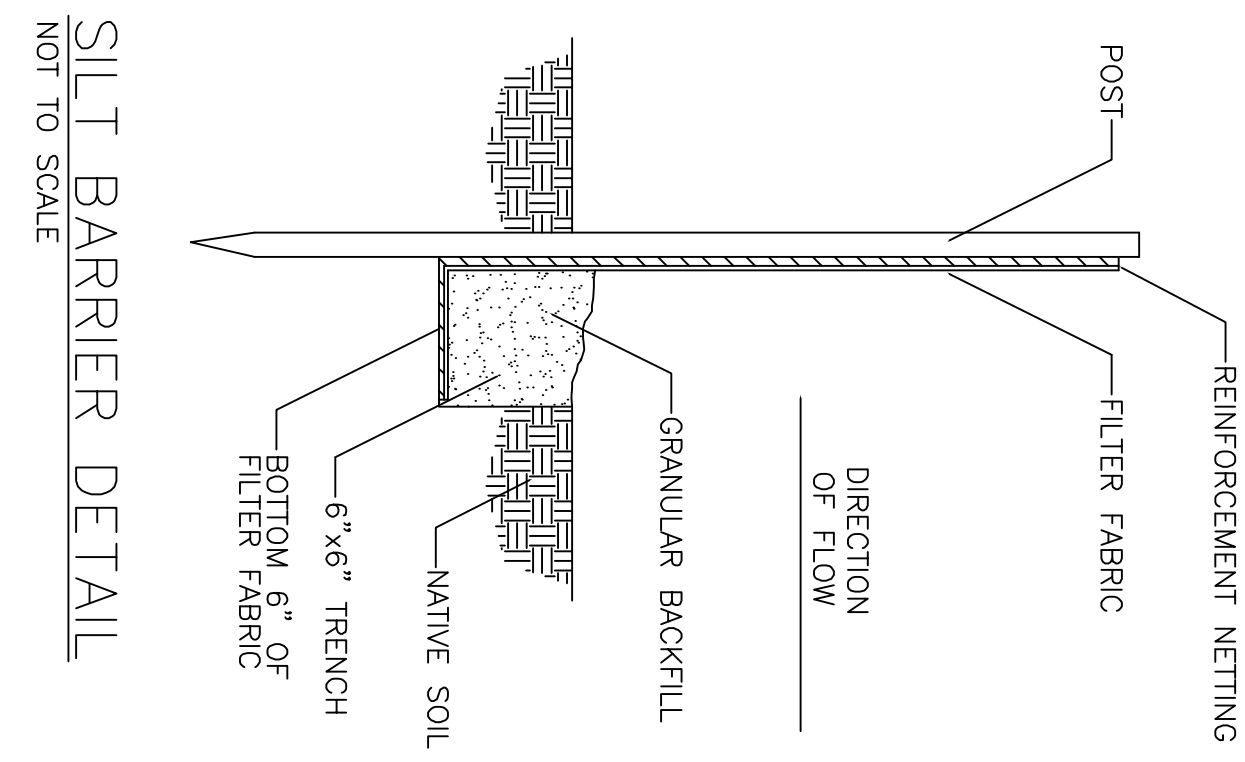
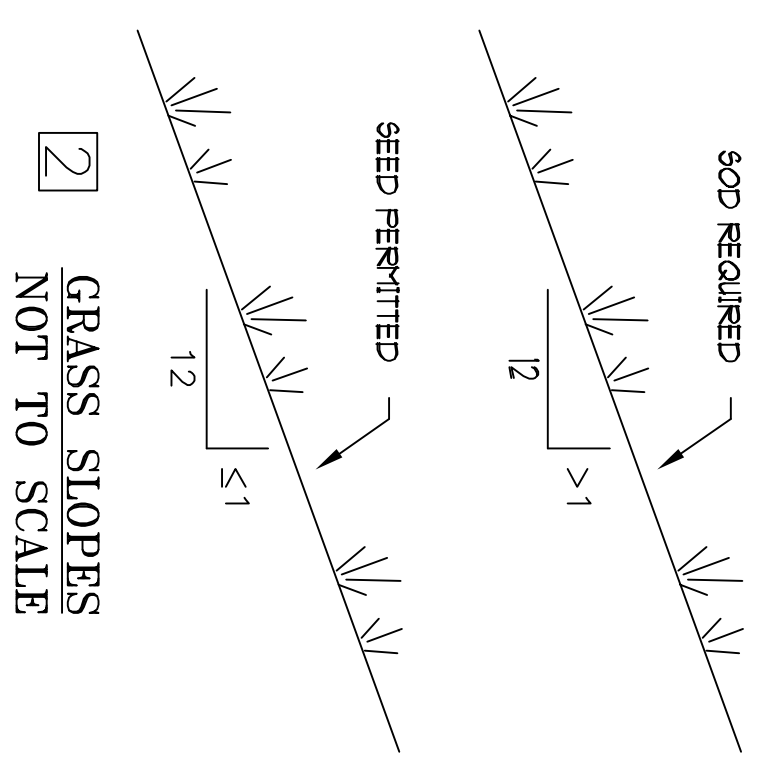
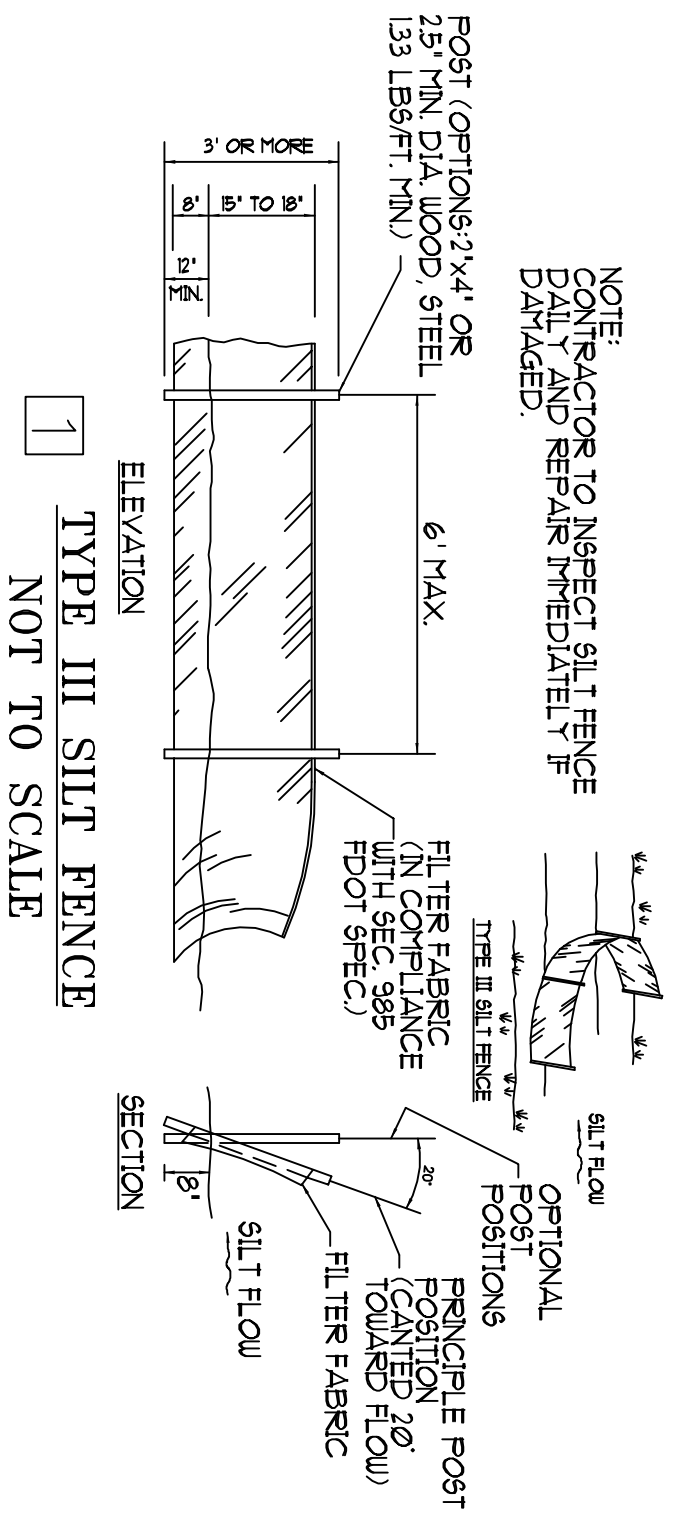
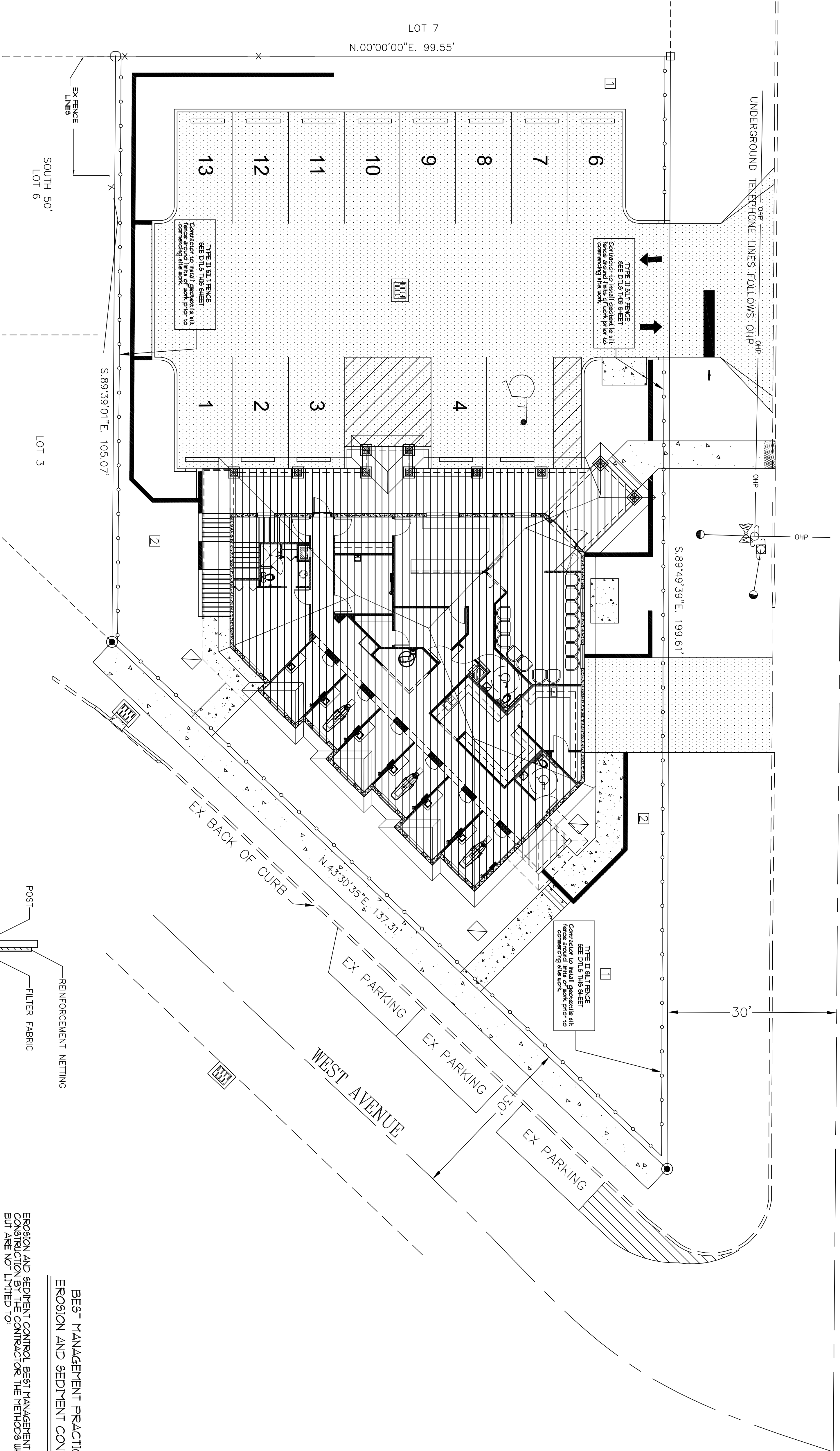
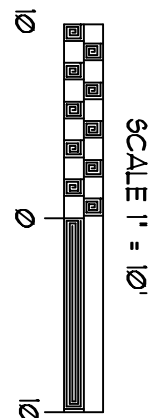
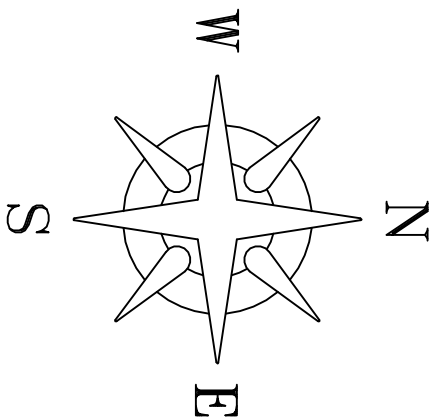
DRAWN BY:
APEREZ
CHECKED BY:
HLB

CLIENT: JACARE PROPERTIES, LLC

JOB NO.

FILE NO. CHV616

SHEET NO. 6 OF 11



**BEST MANAGEMENT PRACTICE
EROSION AND SEDIMENT CONTROL**

EROSION AND SEDIMENT CONTROL BEST MANAGEMENT SHALL BE OBSERVED DURING CONSTRUCTION BY THE CONTRACTOR. THE METHODS WHICH SHOULD BE USED INCLUDE BUT ARE NOT LIMITED TO:

A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY SILTATION ENTERING THE STORY DRAINAGE SYSTEM BOTH ON-SITE AND OFF-SITE. THE CONTRACTOR SHALL UTILIZE SAND BAGS AND HAYBALES OR OTHER EROSION CONTROL METHODS TO CONTROL EROSION.

B. CONTRACTOR SHALL PLACE SOD AROUND ALL INLETS A MINIMUM OF 5 FEET TO MINIMIZE ROAD AND STORY DRAINAGE SILTATION.

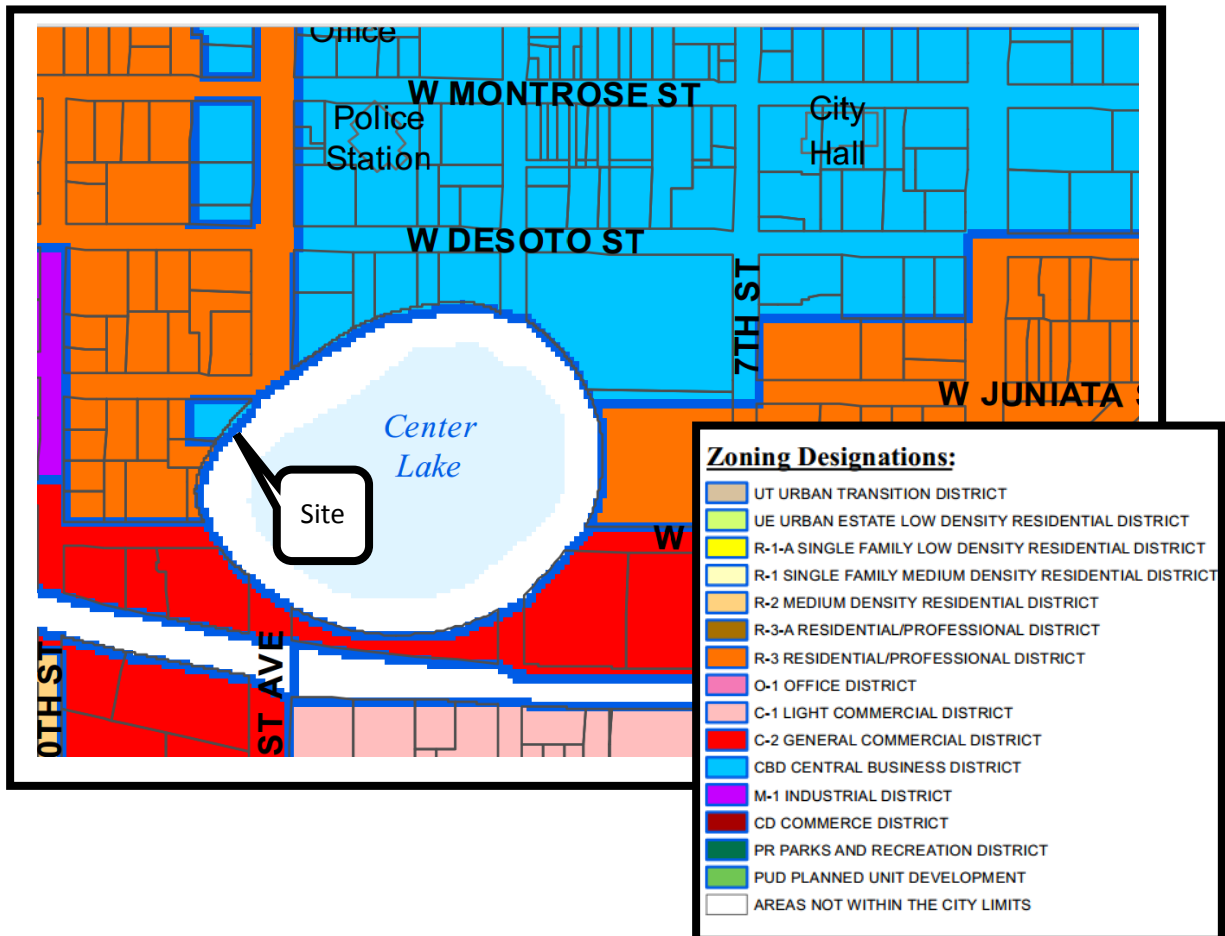
C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AT ALL TIMES DURING CONSTRUCTION BY UTILIZING WATER TRUCKS, ANTI-DRIFT FENCING AND BY COVERING OPEN BODIED TRUCKS TRANSPORTING DEBRIS.

D. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MONITORING OF TURBIDITY LEVELS OF ANY WATER DISCHARGE OFFSITE. TURBIDITY SAMPLE LOCATIONS WILL BE VERIFIED BY THE ENGINEER PRIOR TO THE BEGINNING OF CONSTRUCTION.

HL BENNETT, FLORIDA P.E. NO. 32534

DATE:

Dr. Jesus Perez Family and Cosmetic Dentistry - CUP





CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION

DATE: 11/17/14

FEE: _____

PROJECT NAME (if applicable): Jesus Perez Dental Office

APPLICANT: Jacare Properties, LLC

CONTACT PERSON: Jesus Perez

Address: 209 Lace Bark Ct.

City: Minneola State: Florida Zip: 34715

Phone: 352-394-5121 Fax: _____

E-Mail: jperezdmd@yahoo.com

OWNER: Jacare Properties, LLC

Address: 209 Lace Bark Ct.

City: Minneola State: Florida Zip: 34715

Phone: 352-394-5121 Fax: _____

Address of Subject Property: 912 West Ave., Clermont

General Location: State Road 50 to north on West Ave. to intersection
of Juniata Street, property is located @ the south west side of intersection.

Legal Description (include copy of survey): _____

LOTS 1, 2, AND THE NORTH 100 FEET OF LOT 6, BLOCK 98, CITY OF CLERMONT,
ACCORDING TO THE MAP THEREOF RECORDED IN PLAT BOOK 8, PAGES 17 TO 23
INCLUDED, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
PROPERTY SHOWN HEREON CONTAINS 0.35 ACRES MORE OR LESS.

Land Use (City verification required): Downtown MU

Zoning (City verification required): CBD central business 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.

Owner proposes to construct a total of 6,110 s.f. building (two-sty) with a total of 5,248 s.f. air conditioned area. The CBD zoning allows up to 3,000 s.f. A CUP is required since the threshold has been exceeded. The proposed site development plan shows that the site will comply with current land development code requirements.

Jesus Perez - president

Applicant Name (print)

Jacare Properties, LLC

Owner Name (print)

X

Applicant Name (*signature*)

X

Owner Name (*signature*)

* * * * * **NOTICE** * * * * *

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

City of Clermont
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 of Clermont will consider a request for a Conditional Use Permit to allow for a professional office greater than 3,000 square feet of total floor space in the Central Business District at the following location:

LOCATION

Alt. Key 1615461
912 West Ave.

Vacant Lot located southwest of W. Juniata St. and West Ave.

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

This request will be considered by the Planning & Zoning Commission on Tuesday, Dec. 2, 2014 at 7:00pm.

A public meeting to consider the request will be held before the City Council on Tuesday, Dec. 9, 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 28, 2014 and December 2, 2014



CITY OF CLERMONT

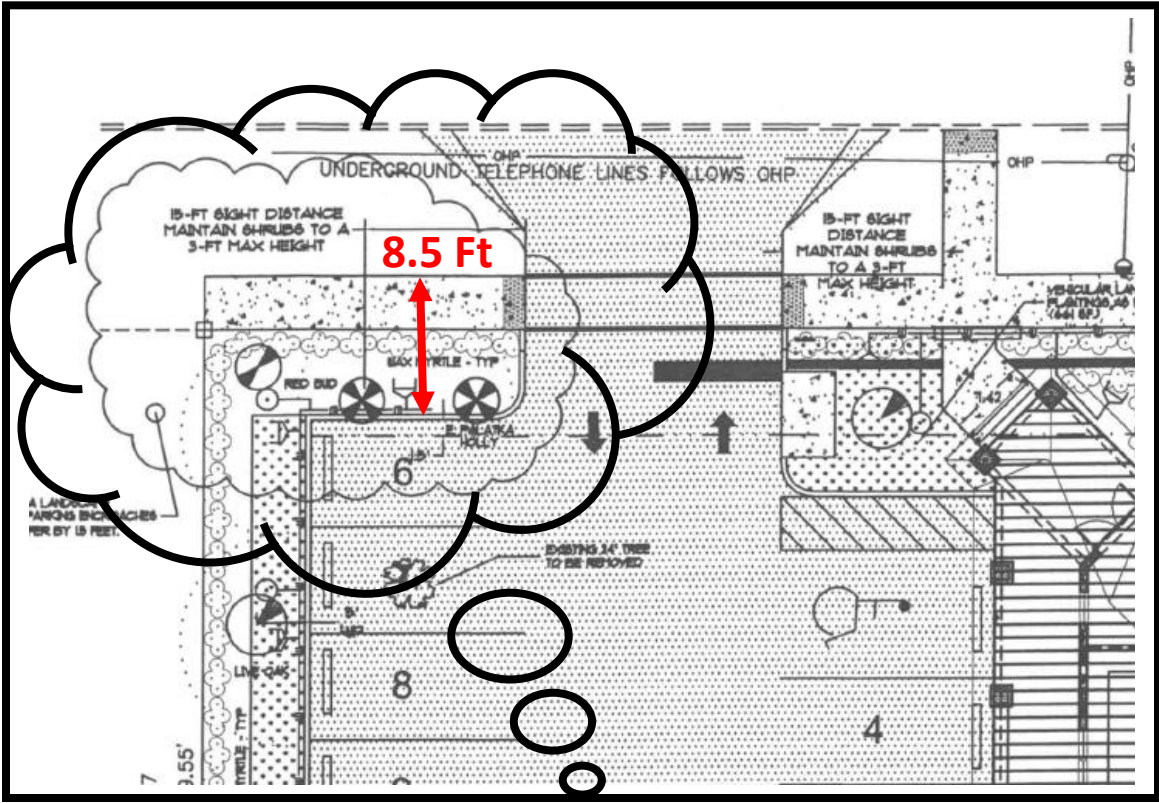
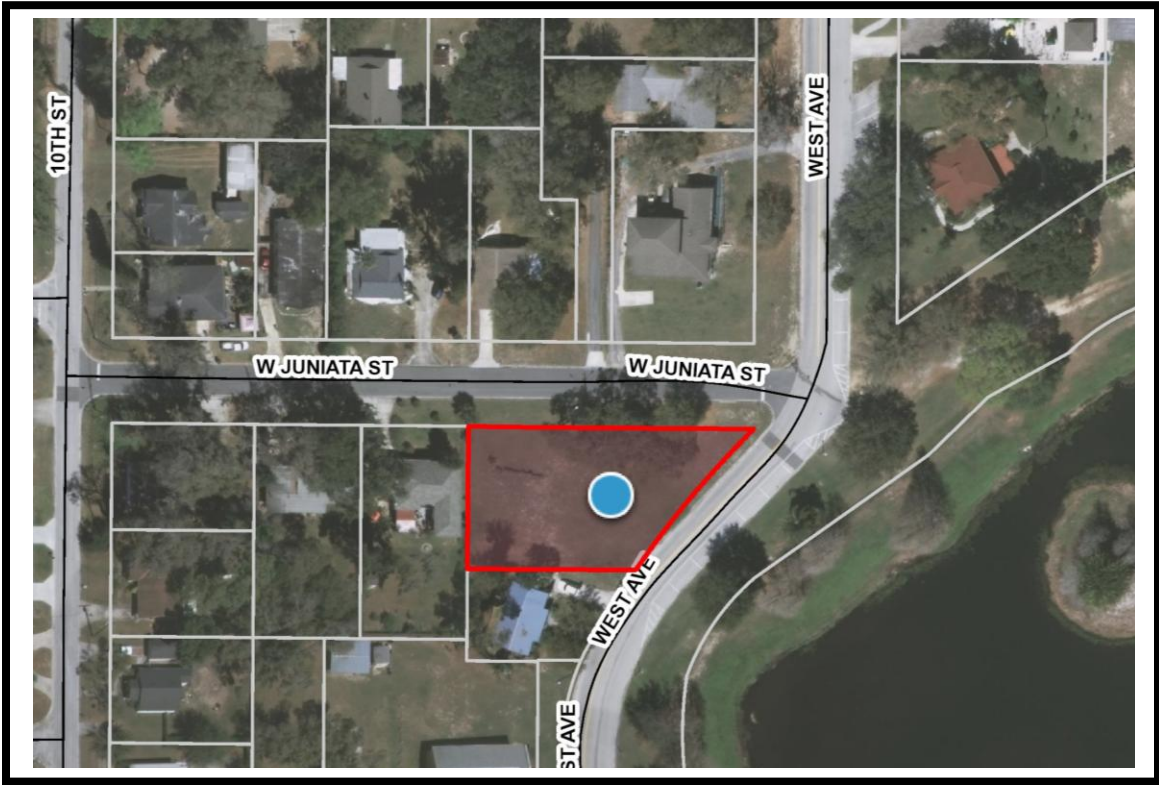
AGENDA ITEM

Page 1 of 1

Meeting Date														
Tuesday, December 9, 2014														
Agenda Item Name														
Variance Request <i>Jesus Perez Dental Office</i>														
Requested Action														
Move to deny Variance request.														
Staff Report														
The applicant is requesting one variance: 1) To allow for reduction in a landscape buffer – rather than 15 feet as required by the Land Development Code, Section 118-37 (e) The applicant is requesting one variance to construct a new dental office with associated parking on the site. The project has been reviewed by the City's site review committee and this variance request was identified during the review. In order to provide the required number of parking stalls for the project and working within the dimensions of the lot, the applicant has encountered the landscape issue. The other option was to seek a variance for one less parking stall and meet the landscape requirement. The applicant will be providing landscaping in the area, just not at the required width, while maintaining the parking stall requirements. The applicant is requesting to allow for an 8 foot landscape buffer, instead of the required 15 feet. Staff acknowledges that the reduced landscape buffer width appears to meet the intent of the code for screening the parking lot. However, staff cannot support this request since 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 do not meet these findings.														
Legal Impact														
Additional Analysis														
Fiscal Impact Summary														
Fiscal Impact	Fund Number and Description	Available Budget Amount												
Exhibits Attached (copies of original agreements)														
<table border="0"><tr><td>1.</td><td>Location and Site Plan</td><td>Perez Dental Variance Map.pdf</td></tr><tr><td>2.</td><td>Site plan</td><td>Site plan.pdf</td></tr><tr><td>3.</td><td>Details</td><td>Detailed Area.pdf</td></tr><tr><td>4.</td><td>Sec 86-174 Review Criteria</td><td>Jesus Perez Dental Office Sec 86-174 Findings.docx</td></tr></table>			1.	Location and Site Plan	Perez Dental Variance Map.pdf	2.	Site plan	Site plan.pdf	3.	Details	Detailed Area.pdf	4.	Sec 86-174 Review Criteria	Jesus Perez Dental Office Sec 86-174 Findings.docx
1.	Location and Site Plan	Perez Dental Variance Map.pdf												
2.	Site plan	Site plan.pdf												
3.	Details	Detailed Area.pdf												
4.	Sec 86-174 Review Criteria	Jesus Perez Dental Office Sec 86-174 Findings.docx												

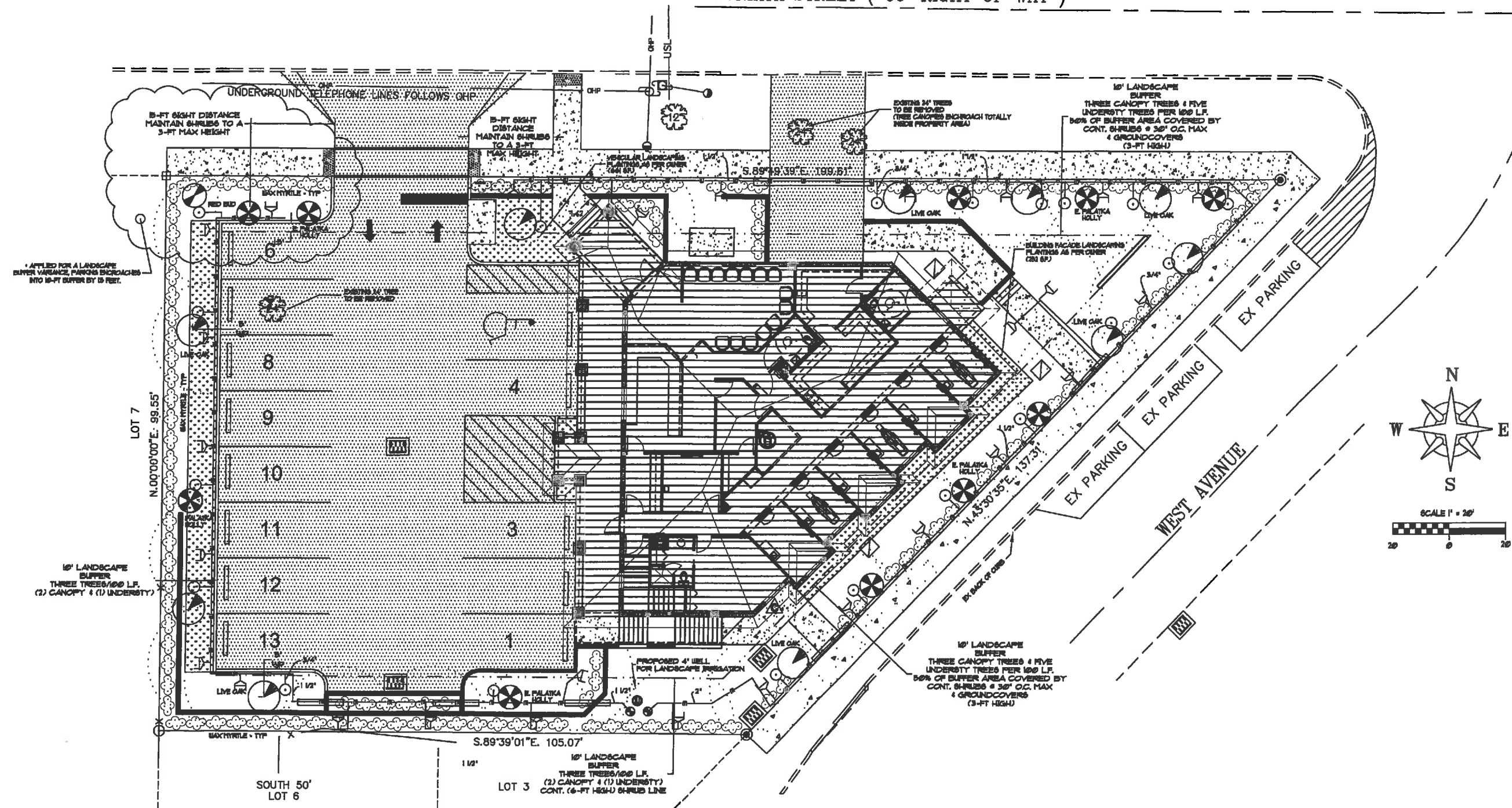
5.	Application	Application.pdf
6.	Legal ad	VAR Legal AD.docx

Perez Dental Landscape Variance



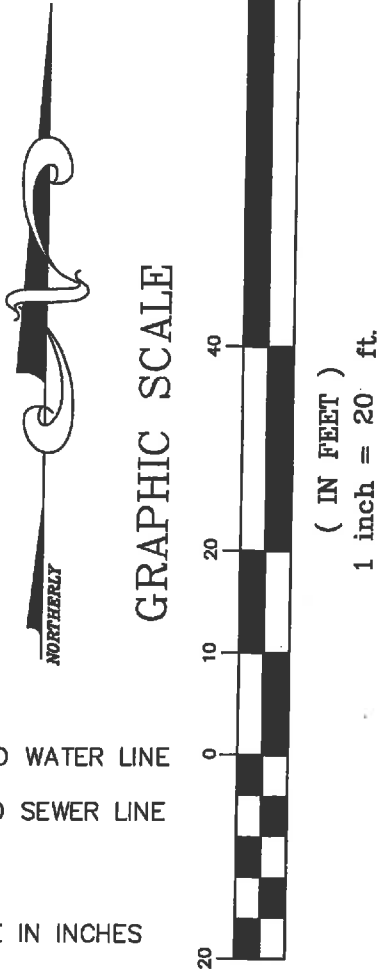
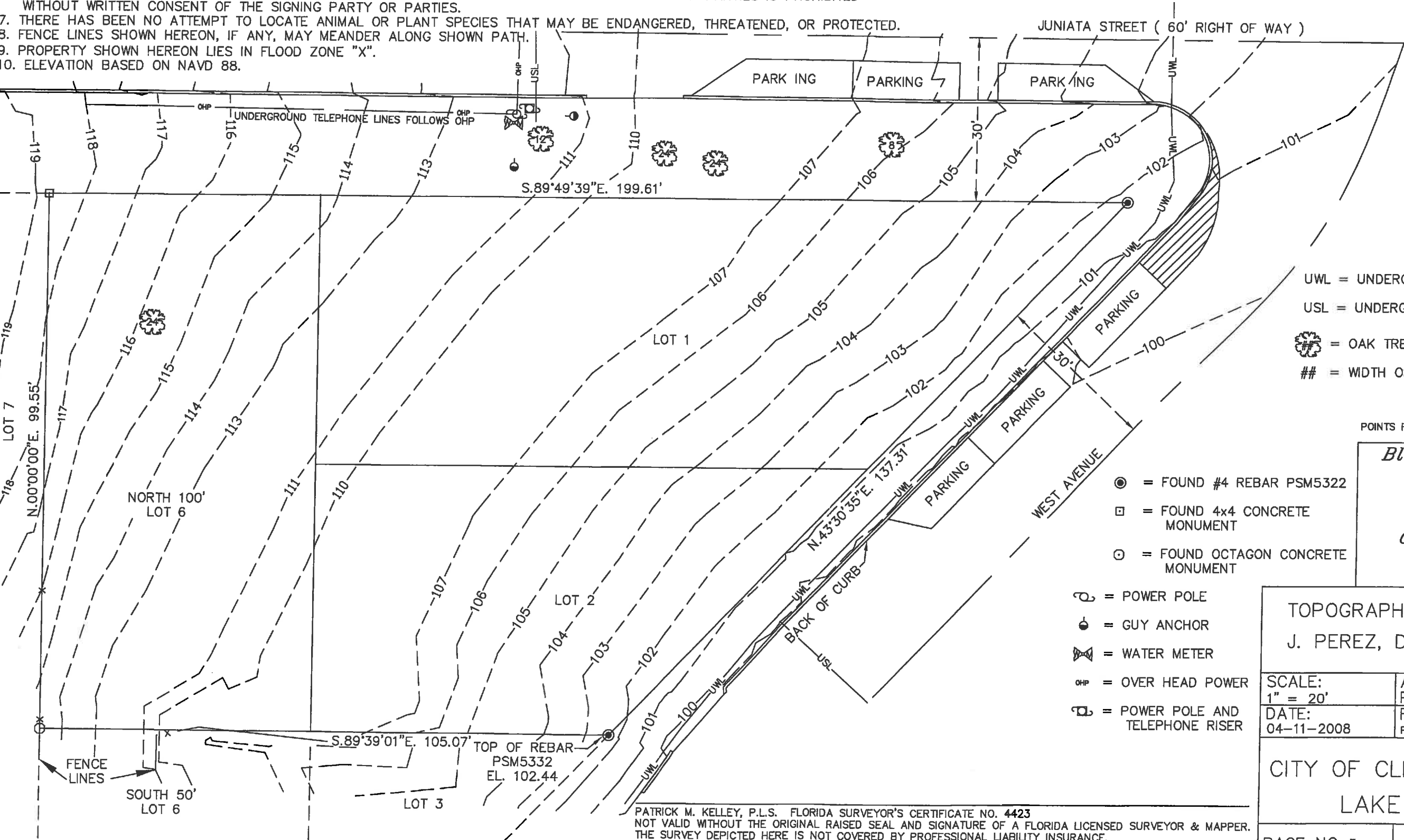
Landscaped area on site plan

JUNIATA STREET (60' RIGHT OF WAY)



DESCRIPTION:
LOTS 1, 2, AND THE NORTH 100 FEET OF LOT 6, BLOCK 98, CITY OF CLERMONT, ACCORDING TO THE MAP THEREOF RECORDED IN PLAT BOOK 8, PAGES 17 TO 23 INCLUDED, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
PROPERTY SHOWN HEREON CONTAINS 0.35 ACRES MORE OR LESS

- NOTES:
1. BEARINGS BASED ON THE ASSUMED BEARING OF N.00°00'00"E. ALONG THE WESTERLY LINE OF THE NORTH 100 FEET OF SAID LOT 6.
 2. ABOVEGROUND ENCROACHMENTS, IF ANY, AS SHOWN.
 3. UNDERGROUND ENCROACHMENTS, IF ANY, NOT LOCATED. THERE MAY ALSO BE OTHER UNDERGROUND IMPROVMENTS OTHER THEN SHOWN THAT EXIST.
 4. UNDERGROUND IMPROVEMENTS SHOWN HEREON WERE FLAGGED BY OTHERS, NOT VERIFIED BY THIS SURVEY.
 4. THIS PROPERTY IS SUBJECT TO ALL EASEMENTS, RIGHT OF WAY, SETBACKS OR RESTRICTIONS.
 5. THIS SURVEY IS SUBJECT TO ANY FACTS THAT MIGHT BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
 6. ADDITIONS OR DELETIONS TO THE SURVEY SHOWN HEREON BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
 7. THERE HAS BEEN NO ATTEMPT TO LOCATE ANIMAL OR PLANT SPECIES THAT MAY BE ENDANGERED, THREATENED, OR PROTECTED.
 8. FENCE LINES SHOWN HEREON, IF ANY, MAY MEANDER ALONG SHOWN PATH.
 9. PROPERTY SHOWN HEREON LIES IN FLOOD ZONE "X".
 10. ELEVATION BASED ON NAVD 88.



- UWL = UNDERGROUND WATER LINE
USL = UNDERGROUND SEWER LINE
🌳 = OAK TREE
= WIDTH OF TREE IN INCHES

POINTS FILE: BLOCK 98 CLERMONT.txt

Blackburn Surveying, Inc.
L.B. # 6528
642 W. Highway 50
Mailing Address:
P.O. Box 121022
Clermont, Florida 34712
(352) 394-4417
Fax (352) 394-7058

TOPOGRAPHICAL SURVEY FOR:
J. PEREZ, DMD.

SCALE: 1" = 20'	APPROVED BY: PMK	DRAWN BY: JCP
DATE: 04-11-2008	FB/PAGE: 336/69 POINTS FILE 336/71	

CITY OF CLERMONT, BLOCK 98
LAKE COUNTY, FLORIDA

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.

Jesus Perez Dental Office 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: The required number of parking stall will be satisfied if parking stall #6 is allowed to encroach into the required 10-ft landscape buffer. Variance would reduce the buffer in this area only to 8.5-ft.

Staff comments: The required landscape buffer is applicable to other lands in the same zoning district.

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, condition has been created by landscape buffer code and parking code requirements.

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 intent is to comply with all code requirements. The variance herein requested will only help with any undue hardship created by landscape and parking requirements.

Staff comments: The applicant will still be providing a landscape buffer, which would provide the screening of the parking lot, which is the intent of the landscape code.

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, variance is requested solely to comply with both code required landscape and parking requirements.

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, variance requested will only allow the proposed site to be compliant with code requirements and allow the site to be developed.

Staff comments: The applicant is trying to maximize the potential use of the site by requesting the variance for the reduction in the landscape buffer.

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, no special privilege – only want to comply with code requirements.

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

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 variance will only extend the proposed parking stall #6 into the landscape buffer.

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: The variance will only extend the proposed parking stall #6 into the landscape buffer.

Staff comments: Staff feels that granting the variance will be in harmony with the general intent and purpose of the land development code that requires the 15-foot landscape buffer. The applicant will be landscaping the area along the parking stall with an 8-foot landscape buffer that will provide screening of the parking lot and meeting the intent of the buffer.

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 variance request by the applicant to the Clermont Land Development Code.



CITY OF CLERMONT
VARIANCE
Application

DATE: 10/24/14

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): JESUS PEREZ DENTAL OFFICE

APPLICANT: JACARE PROPERTIES, LLC

CONTACT PERSON: JESUS PEREZ

Address: 209 LACE BARK CT.

City: MINNEOLA State: FLORIDA Zip: 34715

Phone: 352-394-5121 Fax: _____

E-Mail: jperezdmd@yahoo.com

OWNER: JACARE PROPERTIES, LLC

Address: 209 LACE BARK CT.

City: MINNEOLA State: FLORIDA Zip: 34715

Phone: 352-394-5121 Fax: _____

Address of Subject Property: 912 WEST AVENUE, CLERMONT

General Location: STATE ROAD 50 TO NORTH ON WEST AVENUE TO INTERSECTION
OF JUNIATA STREET - PROPERTY IS LOCATED AT INTERSECTION ON THE SOUTH
WEST OF INTERSECTION.

Legal Description (include copy of survey): DESCRIPTION:

LOTS 1, 2, AND THE NORTH 100 FEET OF LOT 6, BLOCK 98, CITY OF CLERMONT,
ACCORDING TO THE MAP THEREOF RECORDED IN PLAT BOOK 8, PAGES 17 TO 23
INCLUDED, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
PROPERTY SHOWN HEREON CONTAINS 0.35 ACRES MORE OR LESS.

Land Use (City verification required): DOWNTOWN MU

Zoning (City verification required): CBD (CENTRAL BUSINESS 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:
SEC. 118-37

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

The required number of parking stalls will be satisfied if parking stall #6 is allowed to encroach into the required 10-ft landscape buffer. Variance would reduce the buffer in this area only to 8.5-ft.

How does the Code create a hardship?

The required number of parking stalls will be satisfied if parking stall #6 is allowed to encroach into the required 10-ft landscape buffer. Variance would reduce the buffer in this area only to 8.5-ft.

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

Variance requested – subject and code section: Right-of-way landscape buffer width along Junata Street, 118-37.

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 required number of parking stalls will be satisfied if parking stall #6 is allowed to encroach into the required 10-ft landscape buffer. Variance would reduce the buffer in this area only to 8.5-ft.

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

No, condition has been created by landscape buffer code and parking code requirements.

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 intent is to comply with all code requirements. The variance herein requested will only help with any undue hardship created by landscape and parking requirements.

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

No, variance is requested solely to comply with both code required landscape and parking requirements.

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

Yes, variance requested will only allow the proposed site to be compliant with code requirements and allow the site to be developed.

(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, no special privilege - only want to comply with code requirements.

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

The variance will only extend the proposed parking stall #6 into the landscape buffer.

(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 variance will only extend the proposed parking stall #6 into the landscape buffer.

**CITY OF CLERMONT
VARIANCE**

**Application
Page 4**

Jesus Perez

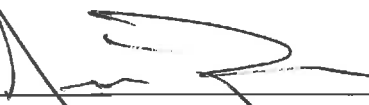
Applicant Name (print)

X 

Applicant Name (*signature*)

Jacare Properties, LLC (Jesus Perez)

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

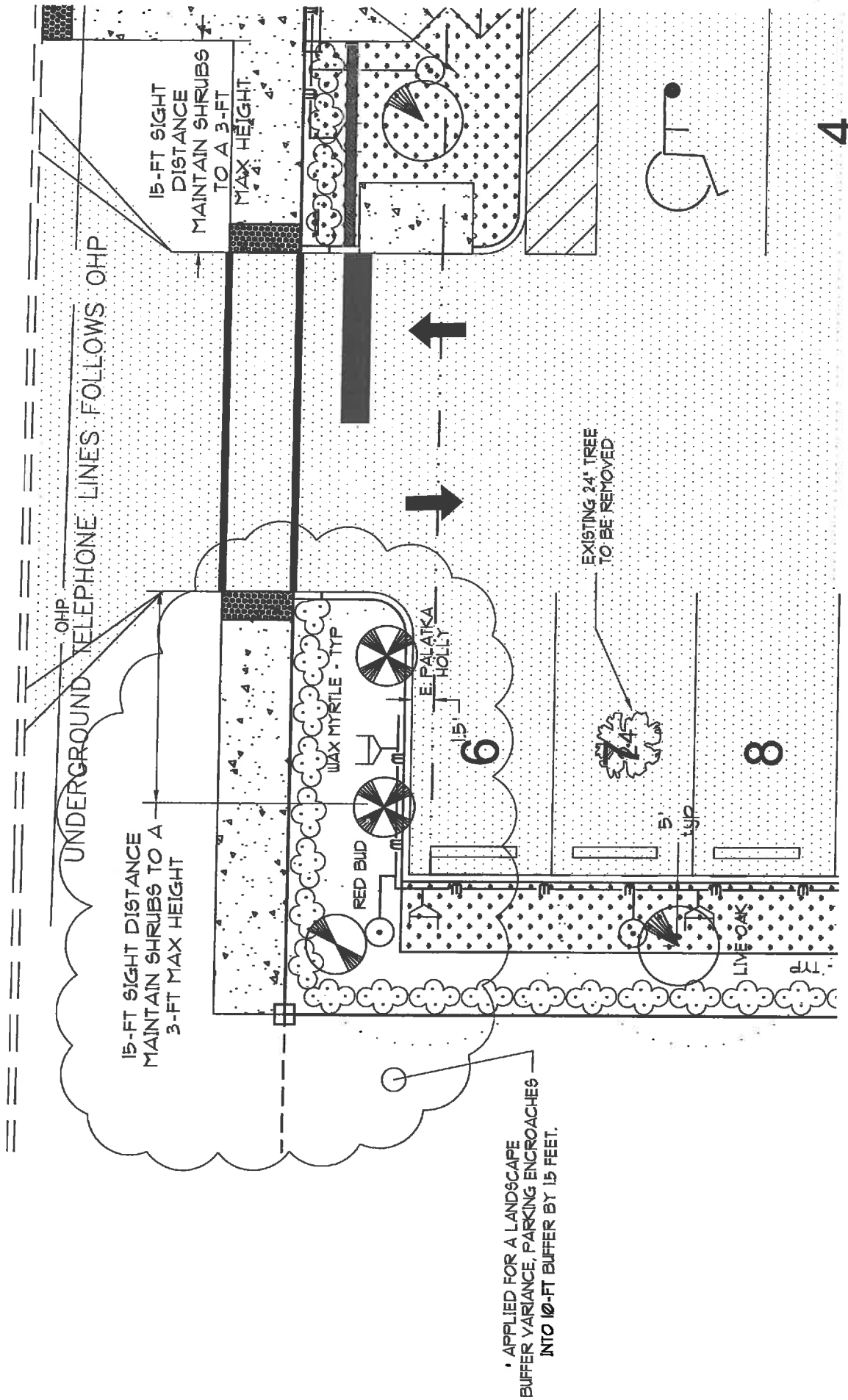
Planning & Zoning Department.

685 W. Montrose St.

P.O. Box 120219

Clermont, FL. 34712-021 9

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



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 landscape buffer less than 15 feet – rather than 15 feet as required by the Land Development Code, Section 118-37 (e) at the following location:

LOCATION

Alt. Key 1615461

912 West Ave.

Vacant Lot located southwest of W. Juniata St. and West Ave.

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 Tuesday, December 9, 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, MMC
City Clerk

Daily Commercial
December 2, 2014



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, December 9, 2014	
Agenda Item Name	
Variance <i>Panda Express</i>	
Requested Action	
Move to deny Variance requests.	
Staff Report	
Consider a request for four landscape buffer variances. 1) To allow for a northern landscape buffer with a reduction in canopy and understory trees – rather than the requirements in the Land Development Code, Section 118-37(d)(3). 2) To allow for a southern landscape buffer consisting of a continuous row of shrubs and an elimination of canopy and understory trees – rather than the requirements in the Land Development Code, Section 118-37(d)(3). 3) To allow for a western landscape buffer less than 20 feet – rather than a 20 foot wide landscape buffer as required by the Land Development Code, Section 118-37(e)(1). 4) To allow for a western landscape buffer with a reduction in canopy and understory trees – rather than the requirements in the Land Development Code, Section 118-37(d)(3). The applicant is requesting four (4) variances to the Landscape Code, Section 118, in order to build a new restaurant at the proposed location. The subject parcel is a little less than an acre in size. The applicant has indicated that the subject parcel has many disadvantages that make the site a challenge to develop. Existing underground utilities, a cross access drive, existing sidewalk and an existing retaining wall have made landscaping the site to City code very difficult. The applicant has identified three of the four sides of the subject parcel have landscape challenges and is requesting variances in order to develop the site (Exhibit - Variance Locations). Along the northern property line, a 10 inch and 2 inch water line exist. The City does not allow canopy trees within 5 feet of these lines in order protect them from roots that could cause excessive damage. The applicant is proposing 8 understory trees in this location rather than 5 canopy trees and 2 understory trees. Along the southern property line, an existing sidewalk and underground electric lines are on the property that makes landscaping this area a challenge. The applicant has indicated that planting trees could damage the sidewalk from root infiltration and pose a risk of damaging the underground electric lines. The applicant is proposing a continuous row of shrubs and 1 canopy tree at the southeast corner instead of the required 3 canopy trees and 2 understory trees. Along the US Hwy 27 property line, an unusual jog in the property line exists with an existing retaining wall and multiple underground utilities. In addition, an existing cross access drive from a business to the north limits the landscape buffer width requirement. The applicant is requesting a reduction in the landscape buffer width along US Hwy 27 with a reduced number of canopy trees and understory trees. The applicant is proposing 4 canopy trees and 5 understory trees in a buffer width of 14.35 feet instead of a 20 foot landscape buffer with 5 canopy trees and 9 understory trees. The applicant has indicated that the proposed landscaping will promote the spirit and intent of the landscape code. Staff acknowledges that this site presents some unusual development challenges. However, staff cannot support this request since 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 do not meet these findings.

Legal Impact

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|----------------------------|--|
| 1. | Sec 86-174 Review Criteria | Panda Express Review Criteria and Finding.docx |
| 2. | Location Map | Location Map.pdf |
| 3. | Variance locations Map | Variance locations.pdf |
| 4. | Site plan | Site plan.pdf |
| 5. | Application | Application.pdf |
| 6. | Legal ad | VAR Legal AD.docx |

Panda Express 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: The property is an outparcel of a larger development and has frontage along US Hwy 27. Along 3 of the 4 property lines, underground utilities exist that inhibit the installation of landscape trees as required by the above mentioned code. In addition, there is an existing drive on the adjacent property where the applicant proposes to tie to create interparcel access. Due to the unusual jog in Hwy 27 ROW at this location, the required landscape strip cannot be maintained.

Staff comments: This parcel does have circumstances existing which are peculiar to the land. These are the existing utilities in place on 3 sides of the property, the existing cross access point installed, and unusual jog in the ROW with existing retaining wall. These circumstances are not present to other lands in the same zoning district.

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 conditions mentioned above existed prior to the applicant’s interest in this property.

Staff comments: Staff agrees that the applicant did not create a condition giving rise to the requested variance request. However, the parcel may be developed by a different applicant with a smaller foot print of building and parking.

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: Enforcement of the land development code requirements would limit the useable area of the lot in such a way that would prevent development of this property that would and do not exist on a similar lots and adjacent properties in the area.

Staff comments: With the existing conditions in place that are presenting challenges in developing the site, the applicant would be faced with undue hardship to develop the lot according the land development code. However, the applicant may choose another parcel that does not present these challenges.

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 applicant's request is not based on cost, but rather on the limiting effect the existing nature of the site and adherence to the code would place on the useable area 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: *Yes, all efforts have been exhausted in order to conform to the minimum requirements of the land development code.*

Staff comments: *The applicant is trying to maximize the potential use of the site by requesting the variance for landscaping requirements. However, the site could be developed at a lower intensity and these variances may not be warranted.*

Negative 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 granting of this variance would not be considered a special privilege but rather an adjustment based on the unique characteristics and hardships of this particular property that may not exist on other lands in the same zoning district.*

Staff comments: *The City Council has granted similar variance requests in the past for landscaping requirements.*

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, the proposed variance will in no way negatively affect surrounding properties.*

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: *The variance requested will be in congruence with the intent of the requirements landscape code to provide separation and beautification between two parcels of land. Smaller landscape measures will be substituted in the absence of trees and the separation between the property and Hwy 27 will remain consistent with what is in existence on adjacent properties.*

Staff comments: *Staff feels that granting the variance will be in harmony with the general intent and purpose of the land development code. The intent of the landscaping is to provide a buffer between properties and roads. The applicant is proposing additional landscape alternatives to the code that will provide this buffer and allow the site to be developed.*

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 **three** of the eight that do not meet these findings. Therefore, staff recommends denial of the four variance requests by the applicant to the Clermont Land Development Code.

Location Map
Panda Express



Outlined area:
Subject Parcel

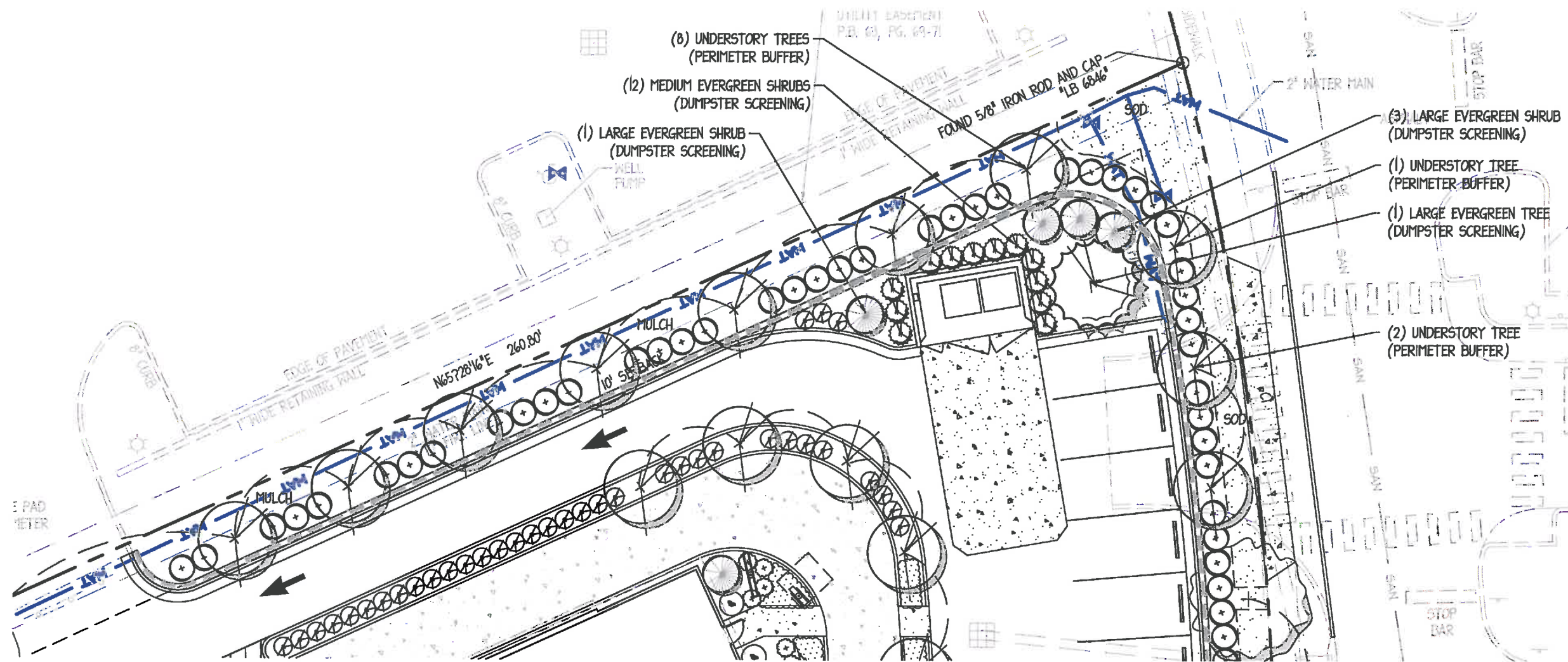
BJ Wholesale Club

Locations of proposed variances on the site For Panda Express



Variances:

- # 1: Landscape buffer consisting of 8 understory trees – rather than 5 canopy and 2 understory trees.
- # 2: Landscape buffer consisting of a continuous row of shrubs and 1 canopy tree – rather than 3 canopy trees and 2 understory trees.
- # 3: 14 foot wide landscape buffer– rather than a 20 foot wide landscape buffer.
- # 4: Landscape buffer consisting of 4 canopy trees and 5 understory trees– rather than 5 canopy trees and 9 understory trees.



grimail crawford inc.,
Engineering • Planning • GIS

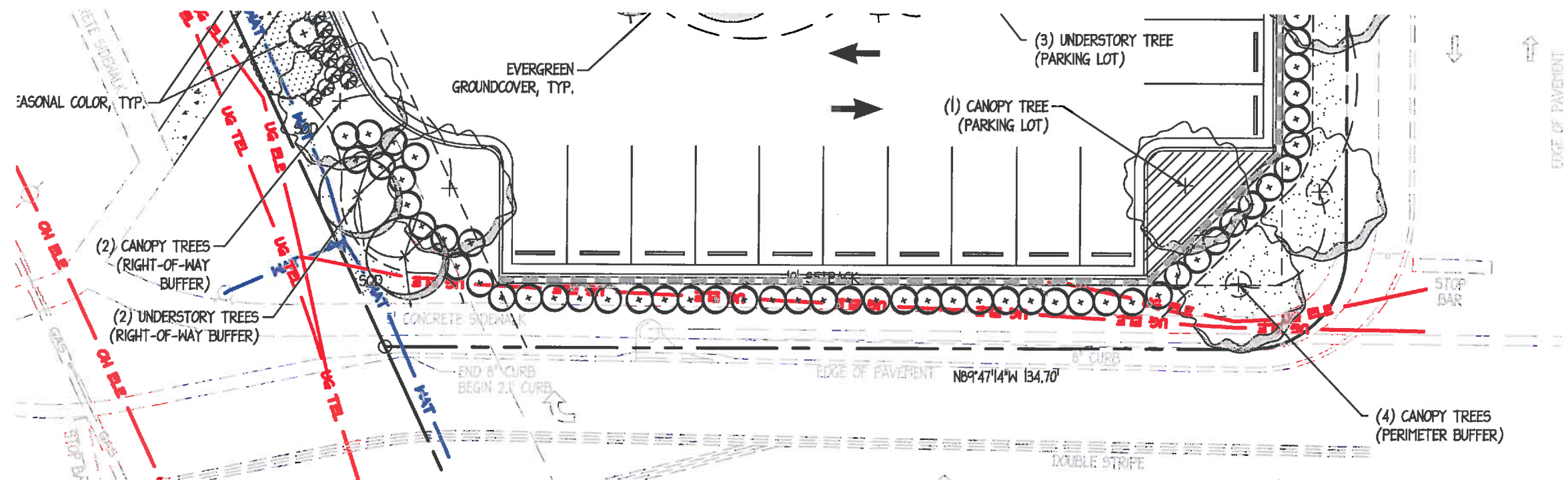
3650 MANSELL ROAD
SUITE 495
ALPHARETTA, GA 30022
770.437.8850 678.809.1936 FAX

NO.	REVISIONS	BY	DATE

NO.	REVISIONS	BY	DATE

DATE:	11/06/14
SCALE:	1"=20'
GCI PROJECT #:	140162
FILE NAME:	140162 LP
PROJECT MANAGER:	JMP

VARIANCE #1 EXHIBIT
CLERMONT CROSSINGS
2591 US HIGHWAY 27
CLERMONT, FLORIDA



grimail crawford inc.,
Engineering • Planning • GIS

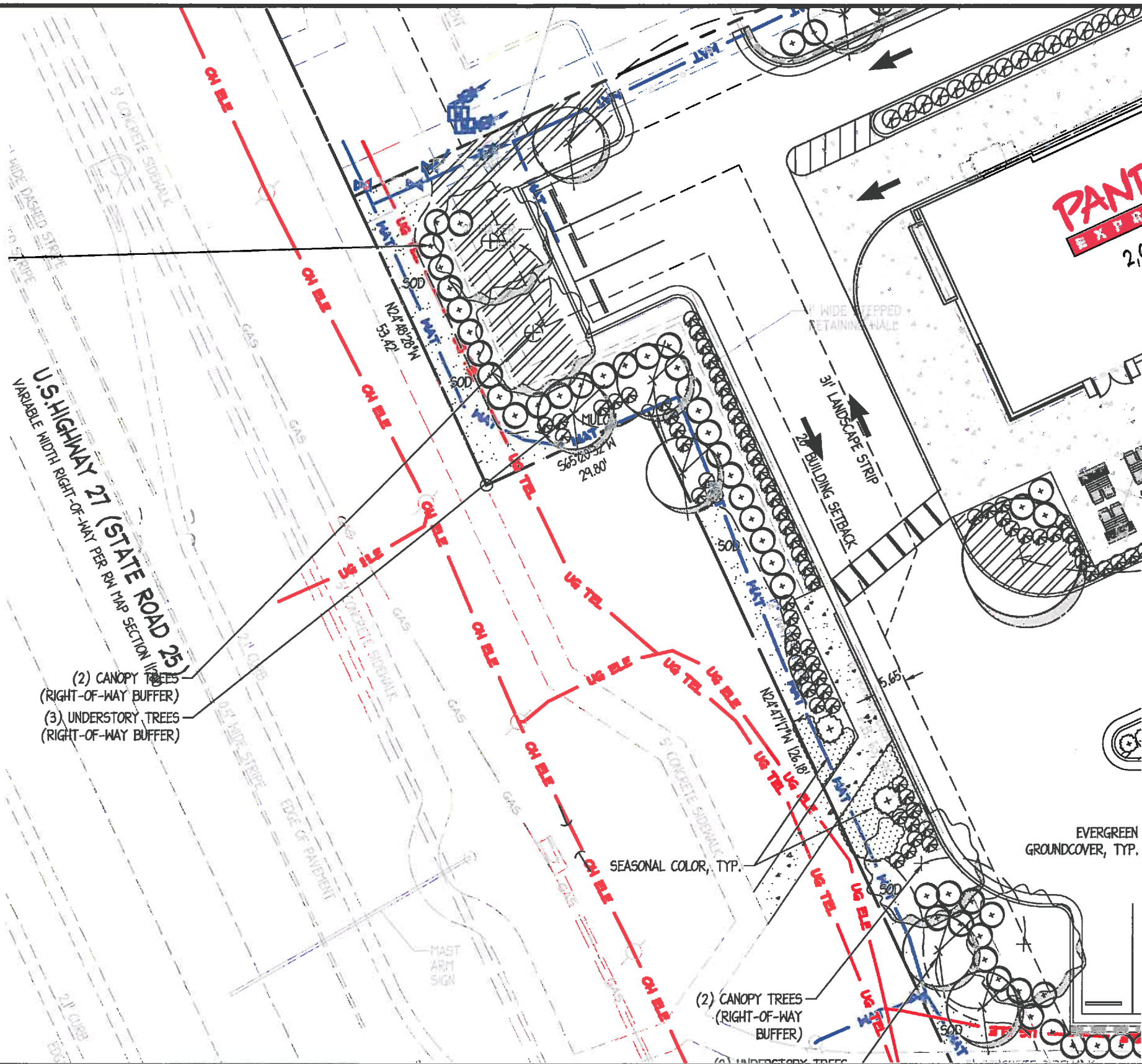
3650 MANSELL ROAD
SUITE 495
ALPHARETTA, GA 30022
770.437.8850 678.809.1936 FAX

NO.	REVISIONS	BY	DATE

NO.	REVISIONS	BY	DATE

DATE:	11/06/14
SCALE:	1"=20'
GCI PROJECT #:	140162
FILE NAME:	140162 LP
PROJECT MANAGER:	JMP

VARIANCE #2 EXHIBIT
CLERMONT CROSSINGS
2591 US HIGHWAY 27
CLERMONT, FLORIDA



grmail crawford inc.,
Engineering • Planning • GIS

3650 MANSELL ROAD
SUITE 405
ALPHARETTA, GA 30022
770.437.8850 678.809.1936 FAX

NO.	REVISIONS	BY	DATE

NO.	REVISIONS	BY	DATE

DATE:	11/06/14
SCALE:	1"=40'
GCI PROJECT #:	140162
FILE NAME:	140162 LP
PROJECT MANAGER:	JMP

VARIANCE #3 EXHIBIT
CLERMONT CROSSINGS
2591 US HIGHWAY 27
CLERMONT, FLORIDA



CITY OF CLERMONT
VARIANCE
Application

DATE: 11/6/2014

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): Panda Express Restaurant

APPLICANT: Grimail Crawford, Inc.

CONTACT PERSON: Matthew S. Sistrunk, Project Engineer

Address: 3650 Mansell Road, Suite 495

City: Alpharetta State: Georgia Zip: 30022

Phone: 770-437-8850 Fax: _____

E-Mail: msistrunk@gc-inc.com

OWNER: KMH LLC

Address: 110 Warsteiner Way, #401

City: Melbourne Beach State: Florida Zip: 32951

Phone: 321-243-9744 Fax: _____

Address of Subject Property: 2591 US Highway 27 S

General Location: The property is an outparcel located in front of BJ'S Wholesale Club.

The outparcel is approximately 1/4 mile south of the intersection of US Hwy 27 S and Steve's
Road, on the NE corner of the southernmost entrance into BJ's Wholesale Club.

Legal Description (include copy of survey): A copy of the survey is attached. Legal
description as described by the survey is as follows: Lot 6, Clermont Crossings at Lost Lake.

According to the map or plat thereof, as recorded in Plat Book 63. Pages 69, 70 and 71 of the
Public Records of Lake County Florida.

Land Use (City verification required): Commercial

Zoning (City verification required): PUD

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:
Landscape Buffers - Section 118-37 (d) (3) AND
Landscape Buffers - Section 118-37 (e) (3)

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

PLEASE SEE ATTACHED APPLICANT STATEMENT.

How does the Code create a hardship?

PLEASE SEE ATTACHED APPLICANT STATEMENT.

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

Variance requested – subject and code section: Landscape Buffers - Section 118-37 (d) (3) and
Landscape Buffers - Section 118-37 (e) (3)

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 is an outparcel of a larger development and has frontage along U.S. Hwy 27. Along 3 of the 4 property lines, underground utilities exist that inhibit the installation of landscape trees as required by the above mentioned code. In addition, there is an existing drive on the adjacent property where the applicant proposes to tie to create interparcel access. Due to the unusual jog in Hwy 27 ROW at this location, the required landscape strip cannot be maintained.

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

The conditions mentioned above existed prior to the applicant's interest in this property.

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;

Enforcement of the land development code requirements would limit the usable area of the lot in such a way that would prevent development of this property that would and do not exist on a similar lots and adjacent properties in the area.

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

The applicant's request is not based on cost, but rather on the limiting effect the existing nature of the site and adherence to the code would place on the useable area 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;

Yes, all efforts have been exhausted in order to conform to the minimum requirements of the land development code.

(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 granting of this variance would not be considered a special privilege but rather a adjustment based on the unique characteristics and hardships of this particular property that may not exist on other lands 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

No, the proposed variance will in no way negatively affect surrounding properties.

(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 variance requested will be in congruence with the intent of the requirements landscape code to provide separation and beautification between two parcels of land. Smaller landscape measures will be substituted in the absence of trees and the separation between the property and Hwy 27 will remain consistent with what is in existence on adjacent properties.

CITY OF CLERMONT

VARIANCE

Application

Page 4

Matthew S. Sistrunk
Applicant Name (print)

x M. Sistrunk
Applicant Name (signature)

KROH LLC
Owner Name (print)

x Kathleen Wiley
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

APPLICANT STATEMENT

Variance Request #1

We are requesting relief from the strict adherence to the requirement of two canopy trees per 100 lineal feet along the northern property line as specified in Article II-Landscaping, Sec. 118-37 (d)(3).

Code Reference

Article II-Landscaping, Sec. 118-37 (d)(3) – Perimeter landscape buffers between abutting properties, Plantings

Request

1. The applicant is requesting relief from the strict adherence requirement of two canopy trees per 100 lineal feet along the northern property line.
2. The code states that the "landscape buffer shall be planted with three trees per 100 lineal feet or fractional part thereof; two of which shall be canopy trees". Whereas the applicant proposes to plant 8 understory trees in lieu of the required 7 trees, 5 of which are required to be canopy.

Hardship Summary

The applicant's subject property is at a disadvantage due to the location of a 2" water service and 10' fire service main located in an easement on the applicant's side of the property line. The proximity of such large canopy trees to the existing water mains would potentially create a future problem where roots could cause excessive damage to those utilities. The applicant proposed to plant understory trees in lieu of the canopy trees that would reduce the footprint of the root zone. The applicant feels that the installation of the understory trees would still promote the spirit and intent of the landscape ordinance while protecting vital utilities.

APPLICANT STATEMENT

Variance Request #2

We are requesting relief from the strict adherence to the requirement of two canopy trees per 100 lineal feet along the southern property line as specified in Article II-Landscaping, Sec. 118-37 (d)(3).

Code Reference

Article II-Landscaping, Sec. 118-37 (d)(3) – Perimeter landscape buffers between abutting properties, Plantings

Request

1. The applicant is requesting relief from the strict adherence requirement of two canopy trees per 100 lineal feet along the southern property line.
2. The code states that the "landscape buffer shall be planted with three trees per 100 lineal feet or fractional part thereof; two of which shall be canopy trees". Whereas the applicant proposes to plant 1 canopy tree in lieu of the required 5 trees, 3 of which are required to be canopy.
3. A continuous row of evergreen shrubs are proposed in the landscape buffer.

Hardship Summary

The applicant's subject property is at a disadvantage due to the existence of a sidewalk and underground utilities located within the proposed landscape buffer. The existence of the underground electric service inhibits the ability to plant any trees in this area without the risk of damaging this utility. In addition, planting trees in such close proximity to the existing sidewalk would cause future damage the sidewalk from possible root infiltration. The applicant proposes to plant one understory tree at the southeast corner. In addition, a continuous row of evergreen shrubs are proposed in the landscape buffer.

APPLICANT STATEMENT

Variance Request #3

We are requesting relief from the strict adherence to the landscaping requirements for the eastern property line as specified in Article II-Landscaping, Sec. 118-37 (e) – Parts (1) and (3).

Code Reference

Article II-Landscaping, Sec. 118-37 (e) – Buffers adjacent to rights-of-way for non-residential uses.

Part (1) – Minimum Width

Part (2) – Plantings

Request

1. The applicant is requesting a variance from the minimum required width of 20' to a width of 14.35'.
2. The applicant also is requesting relief from the requirement of three canopy trees and five understory trees per 100 lineal feet.
3. The applicant proposes to maintain a minimum buffer width of 14.35 feet and to plant 4 canopy trees and 5 understory trees in lieu of the required 5 canopy trees and 9 understory trees.

Hardship Summary

The applicant's subject property is at a disadvantage due to the existing location of an inter-parcel access drive, installed by the adjacent property, that forces the applicant to encroach into the 20' landscape buffer in order to provide access. The unusual and unique jog in the Highway 27 right-of-way line produces the situation where the applicant's property line is not congruent with the adjacent property. In addition, there are multiple utility services (water and communication) that traverse the proposed landscape buffer. The existence of these utilities inhibits the applicant from meeting the required tree plantings. The applicant has maximized the amount of tree plantings in this area while still providing an adequate buffer between plantings and utilities. The applicant feels that the installation of the understory trees and canopy trees along with the additional groundcovers still promotes the intent of the landscape ordinance while protecting vital utilities and providing interparcel access.

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following four variances: (1) to allow for a northern landscape buffer with a reduction in canopy and understory trees – rather than the requirements in the Land Development Code, Section 118-37(d)(3); (2) to allow for a southern landscape buffer consisting of a continuous row of shrubs and an elimination of canopy and understory trees – rather than the requirements in the Land Development Code, Section 118-37(d)(3); (3) to allow for a western landscape buffer less than 20 feet – rather than a 20 foot wide landscape buffer as required by the Land Development Code, Section 118-37(e)(1); (4) to allow for a western landscape buffer with a reduction in canopy and understory trees – rather than the requirements in the Land Development Code, Section 118-37(d)(3) at the following location:

LOCATION

Vacant property (Alt. Key 3874103)
¼ mile south of Steves Road and US Hwy 27 intersection
East of US Hwy 27

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 Tuesday, December 9, 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, MMC
City Clerk

Daily Commercial
December 2, 2014



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 9, 2014		
Agenda Item Name		
Ordinance No. 2015-01; <i>Introduction</i>		
Requested Action		
Move to introduce Ordinance 2015-01.		
Staff Report		
Staff is proposing changes to the Land Development Code to allow sidewalk cafés within the Central Business District. This ordinance allows for establishment of an outdoor sidewalk café use and consumption of alcoholic beverages associated with operators of a valid food and/or drink license and operating a restaurant. Movable tables and chairs on the sidewalk would be provided while maintaining ADA required access. This amendment to allow for a sidewalk café is confined to the area directly adjacent to the established business. The regulations and special restrictions are established and a permit is required for a sidewalk café. The outside use of the sidewalk garners the impression that Clermont's downtown is a vibrant community similar to those progressive communities already using similar codes. Open container allowances on the street for special events are still subject to approval by the City Council under normal requirements.		
Legal Impact		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Ordinance	2015-01 sidewalk cafe w strikes.pdf
2.	Legal ad	LDC amendments -sidewalk cafe.doc

CITY OF CLERMONT
ORDINANCE No. 2015-01

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADDING TO THE CODE OF ORDINANCES, CHAPTER 122 ZONING; SECTION 122-357 SIDEWALK CAFÉ AND AMENDING CHAPTER 6 ALCOHOLIC BEVERAGES, SECTION 6-3 CONSUMPTION OR POSSESSION UPON PUBLIC PROPERTY; PENALTY; PROVIDING FOR CODIFICATION; SEVERABILITY; EFFECTIVE DATE; AND PUBLICATION.

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, the City of Clermont Planning and Zoning Commission, acting as the Local Planning Agency of the City, has held a public hearing on December 2, 2014 and following such hearing found this Ordinance to be in the best interest of the City of Clermont, and recommended that the City Council adopt this Ordinance; and

WHEREAS, the City Council of the City of Clermont desires to add Section 122-357 Sidewalk Café and amend Chapter 6 Alcoholic Beverages, Section 6-3 Consumption or possession upon public property; penalty; of the City of Clermont's Code of Ordinances;

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

SECTION 1.

The City Council of the City of Clermont has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 163 and 166, Florida Statutes.

SECTION 2.

The Land Development Code of the City of Clermont Code of Ordinances is hereby adding to read as follows (note strikethrough indicates removed words and underlined indicates added):

Section 122-357. Sidewalk café.

1. Necessity and intent.
 - a. There is a need for regulations and standards for the existence and operation of sidewalk cafés to facilitate and ensure a safe environment in these areas.
 - b. The establishment of permit conditions and safety standards for sidewalk cafés is necessary to protect and promote the general health, safety and welfare of the residents of the City.

CITY OF CLERMONT
ORDINANCE No. 2015-01

2. Sidewalk café authorized. Restaurant operators, eating and/or drinking establishments located within the CBD Central Business District are allowed to operate a sidewalk café that conforms to the requirements of this section and other applicable provisions of this code, and are hereby made exempt from the prohibition of conducting business within a public right-of-way of this Code.

3. Definitions. The followings words, terms, and phrases, when used in this section, shall have meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

Permittee means the recipient of a sidewalks café permit under the terms and provisions of this section.

Sidewalk café means seating located on a sidewalk or pedestrian mall which is associated with an adjacent eating and/or drinking establishments where food or beverages are delivered for consumption on the premises. It is characterized by movable tables and chairs and may be shaded by umbrellas. Sidewalk cafés shall be permitted only as an accessory use to a licensed restaurant or food/drinking establishment.

4. Permit and application requirements.

a. It shall be unlawful for any person to operate a sidewalk café on any sidewalk or public right-of-way within the City without obtaining a permit as required by this article. Sidewalk cafés shall only be located where permitted by the City's Land Development Code. No person shall establish a sidewalk café on a public sidewalk unless such person has obtained a valid permit to operate that sidewalk café pursuant to this Code.

b. The Chief of Police or designee shall have the right to remove, after 24 hours notice, any tables, chairs and other objects on public property which are used in connection with a sidewalk café which do not have a permit, and shall have the right to immediately remove any tables, chairs or other objects on public property which impede pedestrian traffic or pose a threat to the public health, safety or welfare.

c. A permit for a sidewalk café shall be issued only to the operator of a valid food and/or drink license and operating restaurant who wishes to provide moveable tables and chairs on the sidewalk or pedestrian mall adjacent to the restaurant.

d. Application forms for permits to operate a sidewalk café are provided by the Development Services Department.

CITY OF CLERMONT
ORDINANCE No. 2015-01

- e. A scaled drawing of the café area shall be required with each sidewalk café permit application with measurements outlining the location, boundary, tables, chairs, barriers, stanchions, host or hostess stations, and other features.
 - f. A copy of a valid Business Tax Receipt to operate a food and/or drinking establishment in front of which the proposed sidewalk café will be located. The number of chairs or seats to be utilized for the sidewalk café must be included in the number of seats authorized by the license.
 - g. A copy of the state alcoholic beverage license and state approved site plan identifying the extension of this permit to the sidewalk where the café seating will operate as required by this Code.
5. Fees may be required as adopted by resolution of the City Council.
6. Standards and criteria.
- a. Sidewalk cafés shall be located in such a manner that a minimum width of four feet is maintained at all times as an unobstructed pedestrian path.
 - b. Sidewalk cafés are restricted to the usable sidewalk area and adjacent outdoor seating area of the licensed establishment to which the permit is issued or within the usable sidewalk area of the building where the validly licensed restaurant is located.
 - c. All tables, chairs, umbrellas, heaters, signs or other personal or business property will not be permitted within four feet of a pedestrian crosswalk or handicap corner curb cut.
 - d. The sidewalk café demonstrates that the café's seating will not obstruct vehicle passengers from exiting their cars with the placement of their curbside tables.
 - e. All furniture shall be stored inside the establishment whenever the business is closed.
7. Special restrictions.
- a. Sidewalk cafés shall not be allowed to operate during special events, unless authorized by the sponsoring event coordinator.

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ORDINANCE No. 2015-01

- b. Sidewalk café operations may be required to cease immediately at the sole discretion of the City.
 - c. The sidewalk café permit is a license to temporarily use the City's sidewalks within the City's rights-of-way. It is not intended and shall not be constructed as an interest in the real property.
 - d. For the purpose of public safety, at any time after obtaining a sidewalk café permit, the permittee may be limited to use of non-breakable beverage containers after the Police Department receives complaints or there are observations for the need to amend the sidewalk café permit to impose the non-breakable beverage provision.
 - e. The permit covers the public sidewalk and right-of-way adjacent to the establishment. Tables and chairs on private property will be governed by other applicable regulations. No additional outdoor seating authorized pursuant to this Code shall be used for calculating seating requirements pertaining to applications for or issuance of an alcoholic beverage license for any establishment; nor shall the outdoor seating be used as the basis for computing required seating for restaurants and dining rooms, or as grounds for claiming exemption from such requirements under the provisions of any City ordinance or state law. However, additional outdoor seating authorized pursuant to this Code shall be included in determining required plumbing or accessibility fixtures or other fire and building code requirements.
 - f. Approval of a sidewalk café permit shall be conditioned upon obtaining the necessary state alcoholic beverage license and meeting all state alcoholic beverage requirements. The approved site plan by the state for the state alcoholic beverage license to allow service outside of the establishment must conform to the proposed site plan for the café seating and must be submitted with the application for a sidewalk café permit. All tables and chairs must not exceed the boundaries of the state alcoholic beverage plan and the sidewalk café plan.
8. Alcohol service.
- a. Sidewalk cafés are hereby made exempt from the prohibition on the sales and consumption of alcoholic beverages outside of a licensed building as provided by this Code.

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9. Liability and indemnification.

- a. Prior to the issuance of a permit, the applicant shall furnish a signed statement indemnifying the City, its officers and employees for any damages to property or injury to persons which may be occasioned by any activity carried under the terms of the permit.
- b. A permittee shall pay, and by its acceptance of a permit specifically agrees to pay, any and all damages or penalties which the City may be legally required to pay as a result of the permittee's operation or maintenance of a sidewalk café under this part, whether or not the acts or omissions complained of are authorized, allowed or prohibited by the City.
- c. A permittee shall also pay all expenses incurred by the City in defending itself with regard to any and all damages and penalties mentioned in subsection (a) above. These expenses shall include all out-of-pocket expenses, including a reasonable attorney's fee and the reasonable value of services rendered by any employee of the City.
- d. The permittee shall maintain, throughout the term of the permit, liability insurance insuring the City and the permittee with regard to all damages mentioned in Subsection (a) above caused by the grantee or its agents, in the minimum amounts of:
 - (1) Workers' and unemployment compensation insurance as provided by the laws of this state.
 - (2) One hundred thousand dollars for property damage, bodily injury, or death payable to any one person and \$2,000,000.00 for property damage, bodily injury or death when totaled with all other claims or judgments arising out of the same incident or occurrence.
 - (3) The insurance policies obtained by a permittee in compliance with this section shall be issued by a company or companies acceptable to the City and a current Certificate or Certificates of Insurance, along with written evidence of payment of all required premiums, shall be filed and maintained with the City during the term of the permit. The policies shall name the City as an additional insured and shall contain a provision that written Notice of Cancellation or reduction in coverage of the policy shall be delivered by registered mail to the City at least 30 days in advance of the effective date thereof.

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- (4) An applicant for a permit shall be required to submit evidence of liability insurance in the amount of \$1,000,000.00 covering injuries to members of the general public arising out of such permitted activities.

10. Revocation or suspension; emergencies.

- a. The approval of a sidewalk cafe permit is conditional at all times. A sidewalk café permit may be revoked or suspended if it is found that:
- (1) Any necessary business or health permit has been suspended, revoked or canceled.
- (2) The permittee does not have insurance which is correct and effective in the minimum amounts described in this section.
- (3) The permittee exceeds the approved number of seats by placing additional tables, chairs, et cetera, in or beyond the approved area.
- (4) The permittee has failed to correct violations of this Code or conditions of this permit within 24 hours of receipt of the Director's notice of such violations delivered in writing to the permittee.
- b. If the permittee fails to remove any tables, chairs and other objects related to sidewalk café within 48 hours of receipt of the Chief of Police or designee final notice of revocation or suspension, the Chief of Police or designee shall have the right to remove such objects.
- c. If a permittee is found in violation of the codes and given a written citation on three occasions in a single year as identified as the beginning date of the permit issuance, the sidewalk café permit shall be suspended for a period of time or revoked as determined by the Chief of Police or designee, effective immediately upon receipt of a third violation. In addition, if the Chief of Police or designee believes that a permittee has engaged or is engaged in conduct warranting the suspension or revocation of the permit, the Chief of Police or designee shall serve the permittee by certified mail or hand delivery at his business address as disclosed in the application for the permit or at the permitted premises, a written administrative complaint which affords reasonable notice of facts or conduct which warrant the intended action. The permittee shall be given adequate opportunity to request an administrative hearing before the Code Enforcement Board unless the chief of police or designee finds that an emergency condition exists involving serious danger to public health, safety or welfare, in which case advance notice and hearing shall not be required. In the case of an emergency

CITY OF CLERMONT
ORDINANCE No. 2015-01

suspension or revocation, the permittee shall immediately be advised of the Chief of Police or designee's action and afforded a prompt post-suspension or revocation hearing in accordance with the procedures set forth in this Code. Appeals of applications or café seating plans rejected by the City may be heard by the Planning and Zoning Commission for either upholding the decision of the Chief of Police, further revising and approving the plan or approving the submitted plan.

Chapter 6 - ALCOHOLIC BEVERAGES

Section 6-3. Consumption or possession upon public property; penalty.

~~It shall be unlawful for any person to drink or to have an open container of any alcoholic beverage including, but not limited to, liquor, beer or wine, upon any municipal public building or property, including athletic or sport facilities, whether owned or leased, or borrowed by the City and upon any adjacent related grounds including viewing and parking areas; and any street, alley or sidewalk of the City. The City Council may grant exceptions from this section for special activities in designated facilities.~~

- (a) Generally. It shall be unlawful for any person to consume any alcoholic beverage, including beer and wine, upon any City-owned parks and beaches, City property or street, alley or sidewalk of the City. This section shall not apply to any City owned property which is subject to a management contract, or sidewalk cafés. For those properties, alcohol consumption shall be governed by rules established jointly by the managing entity and the City Manager. Further, this section shall not apply to those portions of the above named properties included within the boundaries established by the City Council for a special event for which permission to consume alcoholic beverages is given in conjunction with the permission for the event. In addition, the City Council shall have the right to limit the type of alcoholic beverage to be consumed when granting any such permit.
- (b) Carrying open containers. It shall be unlawful for any person to carry an opened bottle, can or other container containing an alcoholic beverage, including beer and wine, upon any City parks, City beaches, City property or street, alley or sidewalk of the City, provided that this subsection shall not apply to the interior of any vehicle driven upon the ways or property of the City. Further, this section shall not apply to those portions of the above named properties included within the boundaries established by the City Council for a special event for which permission to carry open containers of alcoholic beverages is given in conjunction with the permission for the event, or sidewalk cafés. In addition, the City Council shall have the right to limit the type of alcoholic beverage to be consumed when granting any such permit. In no event will consumption occur directly from glass containers.

CITY OF CLERMONT
ORDINANCE No. 2015-01

- (c) Permits; procedure. Notwithstanding Subsections (a) and (b) of this Section, permits for the consumption of alcoholic beverages in parks and recreation areas may be obtained by application to the City Manager or the City Manager's designee in accordance with the following procedure:
- (1) A person seeking issuance of a permit shall file an application stating the following:
- a. The name, address and age of the applicant.
 - b. The name and address of the person or association sponsoring the activity, if any.
 - c. The day and hours for which the permit is desired.
 - d. The park or portion thereof for which the permit is desired.
 - e. Any other information reasonably necessary to a determination as to whether a permit should be issued.
 - f. Variances required from park rules.
- (2) A use permit shall issue if the City Manager determines:
- a. The proposed activity or use of the park will not unreasonably interfere with or detract from the general public's enjoyment of the park.
 - b. The proposed activity and use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation.
 - c. The proposed activity or uses that are reasonably anticipated will not include violence, crime or disorderly conduct.
 - d. The proposed activity will not entail extraordinary or burdensome expense or police operation by the City.

CITY OF CLERMONT
ORDINANCE No. 2015-01

- e. The facilities desired have not been reserved for other use on the date and hour requested in the application.

- (d) Appeal. Within ten days after the receipt of an application the City Manager shall inform an applicant in writing of the City Manager's decision to grant or deny a permit. For denial, the notification shall include the reason for the denial. Any person denied a permit shall have the right to appeal to the City Council by serving written notice thereof on the City Clerk within five working days of such refusal. A copy of the notice of appeal, the application, and the reasons for the City Manager's refusal shall immediately be forwarded by the Clerk to the City Council.

- (e) The City Council shall rule on the appeal within ten days from the receipt of the appeal by the City Clerk or at its first meeting after the appeal, whichever is later. The decision of the City Council shall be final. The appeal to the City Council shall be de novo.

- (f) Compliance with park rules. A permittee shall be bound by all park rules and all applicable ordinances fully as though such were inserted in such permits.

- (g) Insurance requirements. An applicant for a permit shall be required to submit evidence of liability insurance in the amount of \$1,000,000.00 covering injuries to members of the general public arising out of such permitted activities.

- (h) Revocation. The City Council shall have the authority to revoke a permit upon a finding of violation of any rule or ordinance or upon good cause shown.

- (i) Penalties. A violation of this section shall constitute a second degree misdemeanor and shall be punishable in accordance with state statutes prescribing punishment for a second degree misdemeanor as of the date of the infraction.

CITY OF CLERMONT
ORDINANCE No. 2015-01

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 13th day of January, 2015.

CITY OF CLERMONT

Gail L. Ash, 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. 2015-01

An Ordinance of the Code of Ordinances of the City Council of the City of Clermont, Lake County, Florida, adding to the Code of Ordinances, Chapter 122, Zoning, Section 122-357 Sidewalk Café and amending Chapter 6 Alcoholic Beverages, Section 6-3 Consumption or Possession upon Public Property; Penalty; Providing for codification, severability; effective date; and publication.

This ordinance will be considered by the Planning & Zoning Commission on Tuesday, December 2, 2014 at 7:00 P.M.

A public meeting to consider the ordinance will be held before the City Council on Tuesday, January 13, 2015 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, MMC
City Clerk

Daily Commercial
November 25, 2014 and December 30, 2014



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 9, 2014		
Agenda Item Name		
Ordinance No. 2015-02; <i>Introduction</i>		
Requested Action		
Move to introduce Ordinance 2015-02.		
Staff Report		
Staff is proposing changes to the Land Development Code to allow for electronic signage on monument signs. This ordinance allows for the use of electronic message and number signage within 25 percent of the permitted sign areas. Previous requirements established for numbers typically associated with gas stations are still in effect, but can now be applicable to messages. This ordinance also allows for electronic monument signs for public service announcements. An example is the possible use of a Downtown & Waterfront district monument sign at SR 50 and 8th Street for announcements of downtown events (Farmers Market, Music on Montrose/Food Trucks, Light Up Clermont, triathlons, rowing events, etc.) and at the Clermont Arts & Recreation Center (ARC) off U.S. 27. These signs would allow for better announcement capability for City-sponsored or approved events. Amber alerts or public safety announcements could also be issued.		
Legal Impact		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance 2015-02 digital signs w strikes.pdf		
2. Legal ad LDC amendments -electronic signs.doc		

CITY OF CLERMONT
ORDINANCE No. 2015-02

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 102 SIGNS; SECTION 102-23 CHANGEABLE COPY SIGNS; PROVIDING FOR CODIFICATION; SEVERABILITY; EFFECTIVE DATE; AND PUBLICATION.

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, the City of Clermont Planning and Zoning Commission, acting as the Local Planning Agency of the City, has held a public hearing on December 2, 2014 and following such hearing found this Ordinance to be in the best interest of the City of Clermont, and recommended that the City Council adopt this Ordinance; and

WHEREAS, the City Council of the City of Clermont desires to amend Chapter 102 Signs, Section 102-23 Changeable Copy Signs; of the City of Clermont's Code of Ordinances;

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

SECTION 1.

The City Council of the City of Clermont has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 163 and 166, Florida Statutes.

SECTION 2.

The Land Development Code of the City of Clermont Code of Ordinances is hereby adding to read as follows (note strikethrough indicates removed words and underlined indicates added):

Section 102-23. Changeable copy signs.

Changeable copy signs shall be regulated under the following guidelines. This section shall ~~not~~ include manual and electronic changeable copy signs. ~~electronic message boards and the like, which are prohibited under this chapter.~~ Such signs shall be permitted in the following manner:

- (1) A changeable copy sign shall not comprise not more than 25 percent of the permitted sign area, except as described in this section.
- (2) Motor Vehicle service stations and convenience stores with gasoline pumps may utilize up to 50 percent of permitted sign area for changeable prices of gasoline only.

CITY OF CLERMONT
ORDINANCE No. 2015-02

- (3) Movie theaters and other performance or entertainment facilities may utilize up to 80 percent of permitted sign area for display of names of films, plays or other performances currently showing. Such changeable copy areas shall be included as part of the permitted sign area.
- (4) Changeable copy signs shall be allowed in commercial, prohibited for office, and industrial zoning districts and residential zoning districts may use non-electronic copy signs ~~uses except~~ for changes in tenant listing.
- (5) Use of changeable copy signs as part of permitted wall sign area is prohibited, except as described in subsection (3) of this section.
- (6) Electronic ~~number~~ changeable copy signage:
 - a. Freestanding monument signs are permitted with electronic ~~number~~ changeable copy for a message, price section, temperature or time only. Such electronic copy area shall be for static display only. Flashing, animated coursing and the appearance of any movement other than an instantaneous change from one price, temperature or time to another are explicitly prohibited.
 - b. Electronic ~~number~~ changeable copy (LED or similar) signage displays shall not have the capability to have dynamic displays even if not used. Only one (1) continuous LED (or similar) display area for numbers only is allowed on a sign face, and may include the time or temperature. Multiple copy signs adjacent to each other are permissible in a sign face.
 - c. Time duration. The changeable copy ~~numbers~~ for ~~price~~, time or temperature may change no more than once every ten (10) seconds. All other messages may change no more than once every 60 seconds.
 - d. Only the letters and numbers themselves may be lit with the remaining background non-lit or black. No neon or similar lighting shall be permitted in conjunction with a sign using electronic ~~number~~ changeable copy signage.
 - e. Brightness or glare shall be controlled to avoid distractions to vehicular traffic, pedestrian, and adjoining properties. Adjustments shall be made upon written request from the City.
 - f. All electronic copy ~~number~~ signs shall be installed with an ambient light monitor.
 - g. Dimmer control electronic ~~number~~-changeable copy signs must have an automatic dimmer control that automatically adjusts the sign's brightness in direct correlation with ambient light conditions.

CITY OF CLERMONT
ORDINANCE No. 2015-02

- h. Brightness. No electronic ~~number~~ changeable copy sign shall exceed a brightness level of 0.3 foot candles above ambient light conditions, as measured using a foot candle (Lux) meter at a preset distance depending on sign area. The measurement distance shall be calculated with the following formula: The square root of the product of the sign area times 100. Example: $\sqrt{(30 \text{ square feet} \times 100)}$ 54 feet.
- i. Electronic changeable copy signage used only for public service announcements may be a maximum 36 square feet in commercial, office, industrial zoning districts. Location and setback requirements shall be determined by the Site Review Committee in accordance with safety and visibility codes.

CITY OF CLERMONT
ORDINANCE No. 2015-02

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 13th day of January, 2015.

CITY OF CLERMONT

Gail Ash, 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. 2015-02

An Ordinance of the Code of Ordinances of the City Council of the City of Clermont, Lake County, Florida, amending the Code of Ordinances, Chapter 102, Signs, Section 102-23 Changeable Copy Signs; Providing for codification, severability; effective date; and publication.

This ordinance will be considered by the Planning & Zoning Commission on Tuesday, December 2, 2014 at 7:00 P.M.

A public meeting to consider the ordinance will be held before the City Council on Tuesday, January 13, 2015 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, MMC
City Clerk

Daily Commercial
November 25, 2014 and December 30, 2014