



**CITY OF CLERMONT  
COMMUNITY REDEVELOPMENT AGENCY (CRA)  
6:30 PM, Tuesday, January 27, 2015**

**Council Chambers  
685 West Montrose Street**

**CALL TO ORDER**

Item No. 1 - Minutes

Consider approval of the September 9, 2014 and October 28, 2014 Community Redevelopment Agency meeting minutes.

Item No. 2 - Façade Improvement Grant Program (FIGP)

Consider request from Dr. Oscar Rosario D.M.D.- New Age Dentistry, located at 659 W. Juniata St.

Item No. 3 - CRA Redevelopment Plan Update Study and Budget Amendment

Consider approval of CRA Redevelopment Plan Update Study by GAI Consultants in the amount of \$28,750 and a budget amendment.

**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, 352-241-7331.

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***  
**Community Redevelopment Agency**  
**September 9, 2014**

The Community Redevelopment Agency (CRA) met on Tuesday, September 9, 2014 in the Council Chambers at City Hall. Community Redevelopment Agency Chairman Turville called the meeting to order at 6:30pm with the following members present: Mary Jo Pfeiffer, Roger Pierce, Timothy Bates, Keith Mullins, and Ray Goodgame. Other City officials present were: City Manager Gray and City Clerk Ackroyd.

The Board welcomed Mr. Pierce to his first CRA meeting.

**New Business**

***Item No. 1 Meeting Minutes***

*Community Redevelopment Agency meeting minutes of July 8, 2014.*

Board Member Mullins moved to approve the minutes; seconded by Board Member Goodgame. The motion passed with all members present voting aye.

***Item No. 2 Façade Improvement Grant Ballard Financial Group***

Economic Development Director Hitt presented the grant request for the Façade Improvement Grant Program. Applicants are eligible for up to \$5,000 per storefront or street side with at least a 25 percent match. The CRA criterion requires no physical renovation or work be done until approved by the CRA, a contract was completed and Notice to Proceed was issued. The business is 773 W. Montrose Street. The request is for upper fabric awning and logo and new lights and electric. Three quotes have been attained for the requested items as required by the criteria. The total low bid is \$2,292. The request is for \$1,719 and the applicant cost/match is \$573 which equals 25 percent. Staff recommended approval.

Mr. Ballard was present requesting approval.

Board Member Mullins moved to grant the grant; seconded by Board Member Goodgame. The motion passed with all members present voting aye.

***Item No. 3 CRA Incentives Summary***

Economic Development Director Hitt reported on the four programs in the Downtown and Waterfront area. Since the beginning of the incentive programs, there have been 28 applications processed for 19 participants and buildings with 33 businesses benefitting. It has been a successful program. Furthermore, he commented grants are available on the rear of the buildings.

Board Member Goodgame questioned the next step.

Economic Development Director Hitt stated he would like to develop a program to work with residential units to include landscaping.

City Manager Gray stated there will be an opportunity to work with the Downtown through the Master Plan process.

**Adjourn:** With no further business, the meeting adjourned at 6:42pm. .

**APPROVED:**

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Gail L. Ash, CRA Chairman

**ATTEST:**

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Tracy Ackroyd, City Clerk

***City of Clermont***  
**Community Redevelopment Agency**  
**October 28, 2014**

The Community Redevelopment Agency (CRA) met on Tuesday, October 28, 2014 in the Council Chambers at City Hall. Community Redevelopment Agency Chairman Turville called the meeting to order at 6:15pm with the following members present: Mary Jo Pfeiffer, Roger Pierce, Timothy Bates, Keith Mullins, and Ray Goodgame. Other City officials present were: City Manager Gray and City Clerk Ackroyd.

Economic Development Director Hitt reported sixteen new businesses have opened in the downtown area.

**New Business**

***Item No. 1 - Fiscal Year 2014-2015 Budget Adoption***

Economic Development Director Hitt presented an overview of the Community Redevelopment Agency (CRA) budget for Fiscal Year 2014-2015.

Chairman Turville read Resolution No. 9 aloud by title only

A Resolution of the Community Redevelopment Agency of the City of Clermont, Lake County, Florida, adopting the budget for the 2014-2015 Fiscal Year.

Chairman Turville opened the public hearing. There were no comments.

Chairman Turville closed the public hearing.

Community Redevelopment Agency Board Member Goodgame moved to approve Resolution No. 9 Budget for the CRA; seconded by Community Redevelopment Agency Member Mullins. The motion passed with all members present voting aye.

***Item No. 2 - Facade Improvement Grant Program Cornerstone Music***

Economic Development Director Hitt presented the grant request for the Facade Improvement Grant Program. Applicants are eligible for up to \$5,000 per storefront or street side with at least a 25 percent match. The CRA criterion requires no physical renovation or work be done until approved by the CRA, a contract was completed and Notice to Proceed was issued. The business is 798 W. Montrose Street. The request is for overhead awning/canopy renovation and rebuild and clean, prep and paint the window and door frames, sills and chains. Three quotes have been attained for the requested items as required by the criteria. The total low bid is \$5,550. The request is for \$4,162.50 with a maximum of \$10,000 and the applicant cost/match is \$1,387.50 which equals 25 percent. Staff recommended approval.

Applicant Bill Stone, owner of the building, was present to request approval.

Board Member Pierce moved to approve not to exceed \$10,000; seconded by Board Member Goodgame. The motion passed with all members present voting aye.

***Item No. 3 - Facade Improvement Grant Program Tattletale***

Economic Development Director Hitt presented the grant request for the Facade Improvement Grant Program. Applicants are eligible for up to \$5,000 per storefront or street side with at least a 25 percent match. The CRA criterion requires no physical renovation or work be done until approved by the CRA, a contract was completed and Notice to Proceed was issued. The business is 1166 Short Street. The request is for demolition of existing windows and installation of new windows and doors on three building walls. Three quotes have been attained for the requested items as required by the criteria. The total low bid is \$20,500. The request is for \$10,000 and the applicant cost/match is \$10,500 which equals 51.2% percent. Staff recommended approval.

Chairman Turville opened the public hearing.

Wally Herda asked if there is staff oversight to ensure the work is done accordingly. Economic Development Director Hitt stated he conducts the final inspection to ensure they are in compliance with receiving the reimbursement grant funds.

Chairman Turville closed the public hearing.

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

***Item No. 4 - Building Code Assistance Program Jeli's Decor***

Economic Development Director Hitt presented the grant request for the Building Code Assistance Program. The business is located at 795 West Montrose Street. The criterion requires no physical renovation or work be done until approved by the CRA, a contract was completed and Notice to Proceed was issued. The request is electric rewiring of the store. Three quotes have been attained for the requested items as required by the criteria. The total low bid is \$6,150. The total request is \$4,612.50 and the applicant cost/match is \$1,537.50 which equals 25 percent. Staff recommended approval. All permits for electrical installation must be applied for and granted for the project.

Applicant Jeremy Hall was present to request approval.

Chairman Turville opened the public hearing. There were no comments.

Chairman Turville closed the public hearing.

Board Member Mullins moved to approve the application; seconded by Board Member Bates. The motion passed with all members present voting aye.

***Item No. 5 - Building Code Assistance Program Moonlight Players***

Economic Development Director Hitt presented the grant request for the Building Code Assistance Program. The business is located at 735 West Minneola Avenue. The criterion requires no physical renovation or work be done until approved by the CRA, a contract was completed and Notice to Proceed was issued. The request is for an air conditioning 5 ton unit with all materials, electrical and conduit as applicable. Three quotes have been attained for the requested items as required by the criteria. The total low bid is \$4,200. The total request is \$3,150 and the applicant cost/match is \$1,050 which equals 25 percent. Staff recommended approval. All permits for installation must be applied for and granted for the project.

Chairman Turville opened the public hearing. There were no comments.

Chairman Turville closed the public hearing.

Board Member Mullins moved to grant the application; seconded by Board Member Goodgame. The motion passed with all members present voting aye.

**Adjourn:** With no further business, the meeting adjourned at 6:44pm.

**APPROVED:**

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Gail L. Ash, CRA Chairman

**ATTEST:**

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Tracy Ackroyd, City Clerk



## CITY OF CLERMONT

# AGENDA ITEM

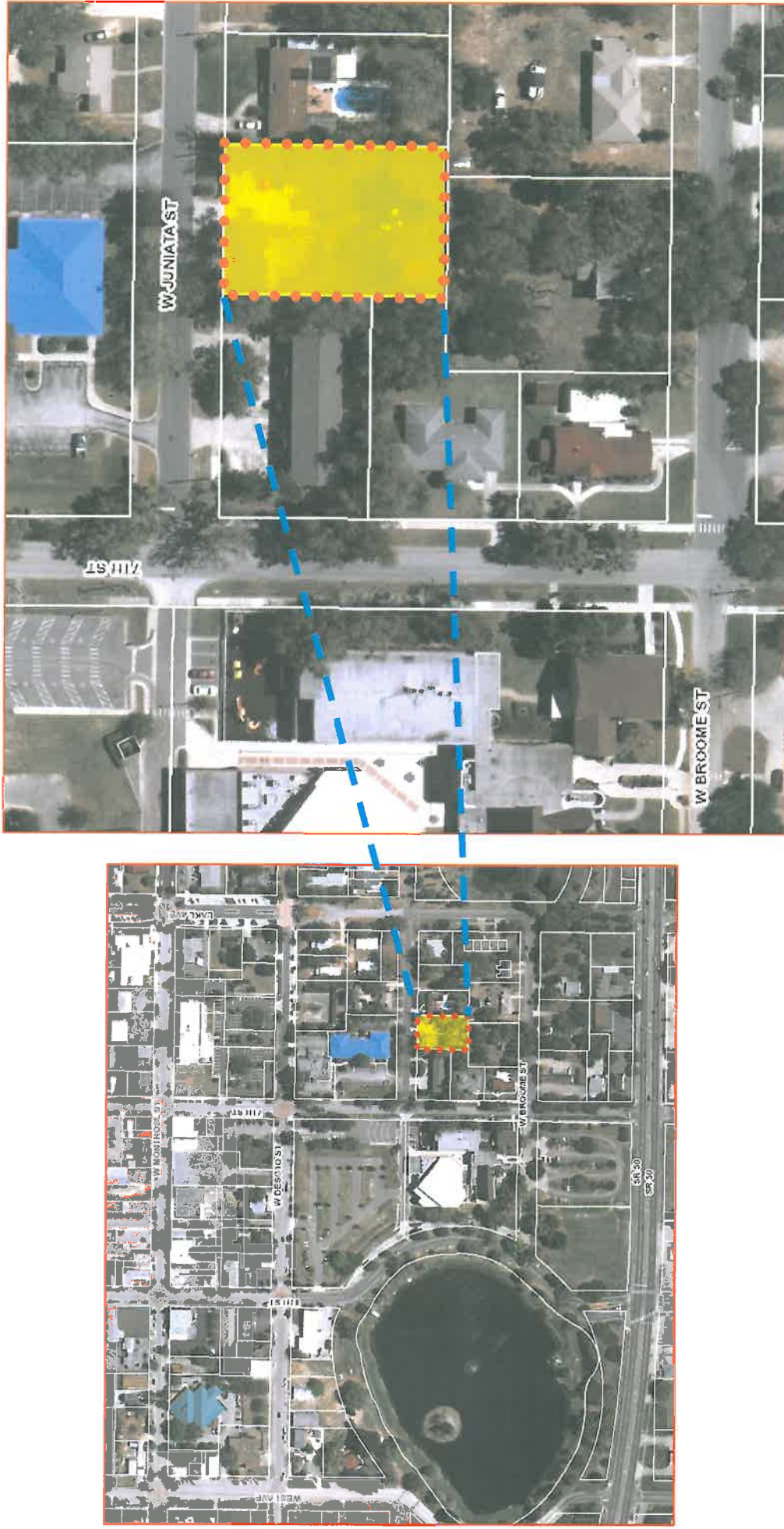
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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                    |                                |
| Tuesday, January 27, 2015                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                    |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                    |                                |
| Façade Improvement Grant Program (FIGP)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                    |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                    |                                |
| Move to approve the FIGP application from Dr. Oscar D. Rosario D.M.D.- New Age Dentistry, located at 659 W. Juniata St.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                    |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                    |                                |
| <p>Application #2015-24 FIGP, from Dr. Oscar Rosario D.M.D.- New Age Dentistry, located at 659 W. Juniata St. Façade Improvement Grant Program applicants are eligible for up to \$5,000 per storefront (or street side) with at least a 25% match. This request is located on the south side of Juniata Street, between 6th Street and 7th Street and is eligible for up to \$5,000.</p> <p>Three quotes have been obtained and the applicant is requesting the following:<br/>* Clean, prep and paint the entire building.</p> <p><b>CRA FIGP:</b> \$4,661.25 (Max. \$5,000.00)<br/><b>Applicant:</b> \$1,553.75 (min 25% match with Max. FIGP funds)<br/><b>Total:</b> \$6,215.00</p> |                                    |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                    |                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                    |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                    |                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                    |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Fund Number and Description</b> | <b>Available Budget Amount</b> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                    |                                |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                    |                                |
| 1. 2015-24 FIGP application & Pictures                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                    | 2015-24 FIGP app.pdf           |

## *CRA – Incentive Programs*

### Cycle 17 – Façade Improvement Grant Program (1)

Applicant: Oscar D. Rosario, D.M.D. (New Age Dentistry) #2014-24 FIGP  
659 W. Juniata St.



Rosario (New Age Dentistry)  
659 W. Juniata St.





**City of Clermont - CRA  
FACADE IMPROVEMENT GRANT PROGRAM  
Application**

This application, along with all required information should be submitted to:

James Hitt, Economic Development Director  
Clermont Economic Development Department  
685 W. Montrose Street  
Clermont, Florida 34711

Office Use

Application No. 2015-24 FIGP

The Clermont CRA review and approval will be conducted at the next available meeting. This application and all attachments to it constitute public records. Call (352) 241-7305 if you have any questions about the Facade Improvement Grant Program.

**I. APPLICANT**

Name: Oscar D. Rosario, D.M.D.

Address: 659 W. Juniata St.

Telephone: 352-241-2021 Fax: \_\_\_\_\_

E-Mail: snestor13@yahoo.com

**II. PROPERTY OWNER (If same as applicant, go to Section III)**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**III. PROPOSED PROJECT**

Project/Business Name: New Age Dentistry

Address: 659 W. Juniata St.

A. Is the project within the CRA project area of the City of Clermont? Yes ☒ No \_\_\_\_\_

B. Project General Description. Please provide the following:

1. Color photographs clearly showing existing condition of the facade, neighboring buildings, and rear entrances. Historic photos if available.
2. Paint color samples for all colors planned. (if applicable)
3. Awning fabric and color sample. (If applicable)
4. Attach site plan and/or sketch plans and specifications detailing the scope of work.
5. Licensed Contractors – Three (3) written quotes to be used for projects up to \$25,000. Projects over \$25,000 must be bid.

- C. Cost of Required Structural/Code Improvements, if any (attach itemized list and cost estimates).
- D. Total cost of Exterior Improvements (attach itemized list and cost estimates).  
Low bid was \$6,215.00
- E. Dollar amount requested: \$ 4,661.25
- H. Applicant cost (minimum 25% of Dollar amount requested): \$ 1,553.75
- I. Percent of total financial commitment by applicant (Applicant cost ÷ Total cost) for planned improvements. 25 %

**IV. SATISFACTION OF GRANT CRITERIA**

Explain in written detail on a separate sheet; how your proposal meets each one of the listed criteria set forth in the Facade Improvement Grant Guidelines. By filing this application, the Applicant agrees and understands that this grant is given at the sole discretion of the Clermont CRA and these criteria are used solely to evaluate Applicant's project and do not create an entitlement to funding.

**ANY COST FOR WORK PREVIOUSLY COMPLETED PRIOR TO AN APPROVED APPLICATION CANNOT BE REIMBURSED UNDER ANY CIRCUMSTANCE. DO NOT START ANY PHYSICAL RENOVATIONS UNTIL AFTER FINAL APPROVAL BY THE CITY/CRA, COMPLETION OF THE CONTRACT WITH THE CITY & NOTICE TO PROCEED HAS BEEN ISSUED.**

In addition, any grant funding award is on a first come, first served basis. Application funding shall be in accordance with the established FIGP Criteria, City Land Development Codes and the approved Architectural Standards for the City.

**V. CERTIFICATION**

Applicant hereby certifies under penalty of perjury, that all information provided is complete, current, accurate and truthful.



Signature

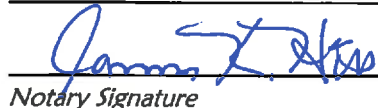
1/7/15  
Date

OSCAR D. ROSARIO PEREZ

Print

**STATE OF FLORIDA  
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me on this 7<sup>th</sup> day of Jan., 2015 by Oscar D. Rosario Perez who is personally known to me or has produced as identification and who did (did not) take an oath.



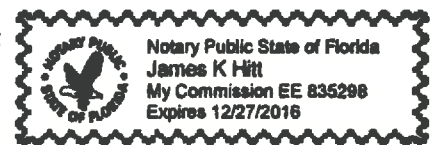
Notary Signature

Notary Public

My Commission expires:

James K. Hitt

Print





## CITY OF CLERMONT

# AGENDA ITEM

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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
| Tuesday, January 27, 2015                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
| CRA Redevelopment Plan Update Study and Budget Amendment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
| Move to approve CRA Redevelopment Plan Update Study in the amount of \$28,750 and a budget amendment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
| <p>The Downtown Clermont Redevelopment Agency (CRA) and our Redevelopment Plan is due to be updated in 2015, which is a normal 5 year cycle for amending the Redevelopment Plan. This keeps the Plan updated with a valid list of projects, plans and action items for the three primary goals of the Plan:</p> <ul style="list-style-type: none"><li>Goal 1: Physical</li><li>Goal 2: Organizational</li><li>Goal 3: Business &amp; Economic Environment</li></ul> <p><u>CRA &amp; Redevelopment Plan History:</u></p> <ul style="list-style-type: none"><li>* May 27, 1997 - Resolution No. 950 created the CRA. This action also included the State required "Finding of Necessity".</li><li>* August 11, 1998 - The Redevelopment Plan was approved.</li><li>* September 8, 1998 - Ord. No. 359-M established the Community Redevelopment Trust Fund (base funding for CRA activities). This is also known as Tax Increment Financing (TIF).</li><li>* January 24, 2006 - Res. No. 1465 updated the CRA Redevelopment Plan.</li><li>* January 26, 2010 - Res. No. 2010-03 updated the CRA Redevelopment Plan.</li></ul> <p>As part of this update the consultant will include those action items being outlined in the Master Plan which is currently being prepared. The primary portion of the Master Plan will include items for the Downtown &amp; Waterfront district.</p> <p>The CRA cannot expend any monies from the Redevelopment Trust Fund unless those items are included in the Redevelopment Plan. Other items shall also be included in the CRA Redevelopment Plan that could be completed within the foreseeable future.</p> <p>The GAI Redevelopment Plan update proposal can piggyback on the bid from the Master Plan, which is an opportunity to include the items from the Master Plan as they are formulated.</p> <p>Total: \$28,750 inclusive of all out of pocket expenses</p> |  |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
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|------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------------|
| <b>Fiscal Impact Summary</b>                                                                                                             |                                     |                                |
| The study is not included in the current year approved budget. A budget amendment to the CRA Fund in the amount of \$28,750 is proposed. |                                     |                                |
| <b>Fiscal Impact</b>                                                                                                                     | <b>Fund Number and Description</b>  | <b>Available Budget Amount</b> |
|                                                                                                                                          |                                     |                                |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                 |                                     |                                |
| 1.                                                                                                                                       | GAI - CRA Redevelopment Plan Update | GAI-CRA Redevelopment Plan.pdf |
| 2.                                                                                                                                       | CRA Area Map                        | Clermont CRA Area Map2.pdf     |

December 18, 2014

GAI Project No. R140908.01

Jim Hitt  
Economic Development and CRA Director  
City of Clermont  
685 W, Montrose Street  
Clermont, FL 34711

**Proposal for Professional Services  
Community Redevelopment Area Expansion Needs Analysis Study and CRA Downtown  
Redevelopment Plan Update  
Clermont, FL**

Dear Mr. Hitt:

GAI Consultants, Inc. (GAI) is submitting this Scope of Services following our meeting of December 12, 2014, regarding the Clermont Master Plan. This proposal addresses specific services related to the Community Redevelopment Agency (CRA) and the need to consider expansion of the current CRA boundaries and an update of the existing redevelopment plan.

These services would be added to the existing Master Plan work currently under contract. It is our express understanding that while the work will become part of the integrated Master Plan process, the contract will be managed and coordinated through the City's CRA and staff and be a separate stand-alone document.

## **Project Understanding**

There are two distinct elements to the process to expand the current CRA area and subsequently update the CRA redevelopment plan. The initial step is to identify the boundaries of the proposed expansion area and complete a "Finding of Necessity" (FON) study to meet the requirements of the Florida statutes governing redevelopment. The second part includes the update of the existing plan, incorporating the new area, and formally adopting the revised plan through the required public notification process. GAI will perform both the FON study and prepare the updated Clermont Downtown Community Redevelopment Plan(CRP).

## **Scope of Services**

Based on our understanding of the work needed and its intended use, we anticipate the effort will include, but may not be confined to the following tasks which are generally presented in terms of their sequence.

- Working with staff, identify the potential areas to be considered for the expansion of the existing Downtown CRA area.
- Determine the "slum and blight" potential areas as defined in Florida Statutes (FS) 163.340(7) or (8) and conduct the required analysis to determine the extent, if any, of such slum and blight.

- Document the criteria substantiating the FON requirements and prepare the study for City Council action.
- Prepare the draft resolution for City Attorney review and subsequent approval should the FON meet guidelines of F.S. 163.340.
- Upon approval of FON and recommendation to proceed with the amendment to the current CRA Plan, an updated CRP will be completed.
- A review of the existing plan will be conducted, as well as a review of all current data and information being generated by the Master Plan process.
- The new CRP will include those recommendations that are being generated by the Master Plan process, updating existing plan recommendations, identifying specific capital improvements and potential funding sources, developing increment revenue projections through the life of the plan (in 5 year time frames), and identifying potential catalytic development opportunities.

### **Meeting(s) and Deliverable(s)**

- An on-site meeting with City staff to confirm the direction and timetable outlined in this correspondence.
- Final technical documentation (technical memorandum) summarizing the methodology, data sources and analysis supporting the "Finding of Necessity" Study
- The final written document of the updated CRA Clermont Downtown Community Redevelopment Plan
- Presentation of FON Study to City Council
- Presentation of updated CRA Clermont Downtown Community Redevelopment Plan to CRA

### **Schedule**

Upon authorization to proceed, the FON Study will be completed within four weeks and ready for presentation to the City Council. Upon approval of the FON and authorization to proceed with the updated redevelopment plan, the document will be completed and ready for review and approval by staff and CRA within an additional six weeks. The completion of the plan update may be longer depending on the level of public input the City/CRA may require.

### **Compensation**

Compensation for services rendered by GAI will be a lump sum figure of \$28,750, inclusive of all out of pocket expenses.

### **Payment**

GAI will prepare invoices as work progresses and payment will be due within thirty (30) days of the date of the invoice. All other payment terms will be in accordance with Exhibit A. Please note that the report will remain as a draft until all outstanding invoices are paid.

### **Assumptions and Understandings**

GAI's Scope of Services, Schedule and Compensation as set forth above have been prepared on the basis of the following assumptions and understandings:

1. Client will give GAI prompt notice whenever it observes or otherwise becomes aware of any development that affects the scope or timing of GAI's performance.

2. Client will examine and provide comments and/or decisions with respect to any GAI interim or final deliverables within a period mutually agreed upon.
3. GAI's proposed compensation and schedule are based on receipt of authorization to proceed by January 31, 2015.
4. The terms of this engagement will be such that we will have no obligation to revise the documentation to reflect events or conditions, which occur subsequent to the date of the documentation. Our documentation will contain a statement to that effect.

Please do not hesitate to contact us at (407) 843-5365, ext. 3155 if you have any questions or wish to discuss this proposal. If acceptable, please sign where indicated below and return one copy for our file. This also will serve as authorization for GAI to proceed. GAI's performance of the Scope of Services will be governed by the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A and incorporated herein by reference.

Sincerely,  
**GAI Consultants, Inc.**

Thomas R. Kohler  
Senior Principal

REQUESTED AND AUTHORIZED BY:

**City of Clermont**

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

# **GAI Consultants, Inc.**

## **Standard Terms and Conditions**

### **1. Scope of Services and Limitations**

GAI shall perform the Services described in GAI's Proposal, incorporated herein by reference, in connection with certain real estate, economic and/or advisory services as described in the GAI proposal dated December 17, 2014. GAI's Services will not include legal or regulatory counseling nor any services within the scope of the U. S. Security and Exchange Commission's (SEC) "Municipal Advisor Rule" it being understood and acknowledged that GAI is not licensed under that Rule to provide such services. CLIENT may have independently engaged a municipal advisor to perform such services or assignments. The analysis may comment on matters associated with zoning, as well as, other state and local government regulations, permits, and licenses. Further, no effort will be made to determine the possible effects on any specific assignments as they may be influenced by present or future federal, state, or local legislation, including any bond restrictions, changes in tax structure or tax law, environmental or ecological matters, or interpretations thereof. Our documentation will contain a statement to that effect.

Any conclusions and/or any prospective financial information that may be included in GAI's documentation will be based on estimates and assumptions from previous studies, information developed from supplemental research, knowledge of the industry and other sources, including certain information that you may provide. The source of information and basis of significant estimates and assumptions will be stated in our documentation. Some assumptions inevitably will not materialize and unanticipated events and circumstances may occur. Therefore, actual results will vary from any estimates, and the variations may be material. GAI's documentation will contain a statement to that effect.

### **2. Compensation**

GAI agrees to accept and CLIENT agrees to pay the compensation on either a time (hourly) and expense basis in accordance with the appropriate rates in effect at the time of performance, a lump sum basis, or in some other arrangement specified in GAI's proposal.

### **3. Invoicing/Payment**

- A. GAI will submit invoices as the engagement or work progresses, but not more frequently than every two weeks, for Services performed during the period or upon completion of the Services, whichever is earlier.
- B. Invoices are due and payable in U.S. dollars within 30 days from date of invoice. All charges not paid within 30 days may be subject to a service charge of 1-1/2 percent per month or a fraction thereof, plus all costs and expenses of collection, including without limitation, attorneys' fees at GAI's option. In addition, should CLIENT fail to pay any invoice within 45 days of the invoice date, GAI may, in its sole

discretion, upon 3 days written notice to CLIENT, stop work and recover from CLIENT payment for all services performed prior to the work stoppage, plus all amounts for interest, penalties and attorney's fees that may be recoverable under applicable law, including without limitation, prompt payment and/or lien laws. GAI will resume performance once CLIENT pays all outstanding amounts due plus any advance payment(s) or other security in GAI's sole discretion deemed necessary.

- C. CLIENT will be invoiced for all internal expenses, such as photocopy and photographic reproductions, postage, mileage, company vehicle rental, the acquisition or special materials where required etc., on a per diem rate for all personnel required by the work to remain away from their normal residence and the cost of transporting materials, equipment, and/or personnel as required for proper performance of the project on a mileage basis. If one of GAI's field vehicles is required for the execution of the work, CLIENT will be invoiced for the vehicle on a rental basis or on a mileage basis, depending upon the vehicle.
- D. CLIENT will be invoiced for external expenses, such as travel, lodging, sub-contracted services, etc., at direct cost.
- E. Payments shall include the GAI invoice number and be mailed directly to GAI at the address first written above to the attention of the Accounts Receivable.
- F. All documents will remain stamped "DRAFT" until all outstanding sums are received.
- G. In the event, the assignment involves any testimony or additional support functions, all invoices must be paid in full prior to the testimony or additional support is rendered.

### **4. Changes**

CLIENT and GAI may make additions to the scope of work by written Change Order. CLIENT may omit work previously ordered by written instructions to GAI. The provisions of this AGREEMENT, with appropriate changes in GAI's Compensation and Project Schedule, shall apply to all additions and omissions.

### **5. CLIENT Responsibilities**

CLIENT represents, with the intent that GAI rely thereon, that it has sufficient financial resources to pay GAI as agreed to in this AGREEMENT and, as applicable and necessary for GAI to perform its services. CLIENT will:

- A. Provide all criteria and full information as to its requirements for GAI's services, including design or study objectives, constraints, third party

## **GAI Consultants, Inc.**

### **Standard Terms and Conditions**

certification requirement(s), standards or budget limitation(s).

- B. Upon identification by GAI and approval by CLIENT of the necessity and scope of information required, furnish GAI with data, reports, surveys, and other materials and information required for this assignment, all of which GAI may rely upon in performing its services, except those included in GAI's scope of services.
- C. Guarantee access to the property and make all provisions for GAI to enter upon public and private lands as required for GAI to perform its services under this AGREEMENT, if necessary.
- D. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by GAI to CLIENT and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon.
- E. Give prompt written notice to GAI whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of GAI'S services, any changes in the information provided by CLIENT pursuant to Article 5 (1) above or GAI's performance.
- F. Furnish such legal and insurance counseling services as CLIENT may require for the Project, including without limitation, any falling under the jurisdiction of the SEC's "Municipal Advisor Rule".

#### **6. Schedule/Delays**

GAI shall commence performance upon receipt of the CLIENT's written authorization to proceed and shall perform its professional services in accordance with the mutually agreed schedule, provided however, the performance under this AGREEMENT shall be excused in the event performance of this AGREEMENT is prevented or delays are occasioned by factors beyond GAI's control, or by factors which could not reasonably have been foreseen at the time this AGREEMENT was prepared and executed. The delayed party's performance shall be extended by the period of delay plus a reasonable period to restart operations.

#### **7. Document Ownership and Reuse**

All reports, drawings, specifications, manuals, learning and audio visual materials, field data, calculations, estimates, and other documents (collectively "Work Product") prepared by GAI are instruments of service and shall remain the property of GAI although the Work Product may be used by CLIENT for the purposes defined by the proposal and these terms and conditions. The terms of this engagement will be such that GAI will have no obligation to revise the documentation to reflect events or conditions, which occur subsequent to the date

of the documentation. The documentation will contain a statement to that effect. Any further use or re-use of GAI's Work Product without GAI's consent or adaptation as may be appropriate shall be without liability to GAI and CLIENT shall defend, indemnify and hold GAI harmless from any such further use or reuse by CLIENT without GAI's consent or adaptation.

GAI's documentation will be intended solely for CLIENT's information, planning, and negotiations in the short term. Otherwise, neither GAI's documentation nor its contents, nor any reference to GAI may be included or quoted in any offering circular or registration statement, loan or other agreement or document not previously specified in this document without prior written permission from GAI. Permission will be granted upon meeting certain conditions.

#### **8. Limitation of Liability**

In the event of any loss, damage, claim or expense to CLIENT resulting from GAI's performance or non-performance of the professional services authorized under this AGREEMENT, GAI's liability whether based on any legal theory of contract, tort including negligence, strict liability or otherwise under this AGREEMENT for professional acts, errors, or omissions shall be limited to the extent any such claims, damages, losses or expenses resulting from the negligent act, errors or omissions of GAI or its employees occurring during performance under this AGREEMENT. The total cumulative liability of GAI arising out of professional acts, errors, or omissions shall not exceed the greater of \$50,000 or two times the total compensation GAI receives from CLIENT under this AGREEMENT. GAI's aggregate liability for all other acts, errors, or omissions shall be limited to the coverage and amounts of GAI's insurance. The limitations stated above shall not apply to the extent any damages are proximately caused by the willful misconduct of GAI and its employees.

#### **9. Disclaimer of Consequential Damages**

Notwithstanding anything to the contrary in this AGREEMENT, neither party shall have any liability to the other party for indirect, consequential or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, costs of shutdown or startup whether such damages are based on contract, tort including negligence, strict liability or otherwise.

#### **10. Standard of Performance**

GAI will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the Services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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**11. Confidentiality/Non-Disclosure**

Upon Client's written request and subject to "Sunshine" or other "Right-to-Know" laws, rules or regulations, GAI shall not disclose, or permit disclosure of any information developed in connection with its performance under this AGREEMENT or received from CLIENT or the Project Owner, or their affiliates, subcontractors, or agents designated by CLIENT as confidential, except to GAI's employees and subcontractors who need such information in order to properly execute the services of this AGREEMENT. The foregoing shall not prohibit GAI from disclosing information in response to any federal, state or local government directive or judicial order, but in the event GAI receives or is threatened with such an order or has actual knowledge that such an order may be sought or be forthcoming, GAI shall immediately notify CLIENT and assist CLIENT in CLIENT's undertaking such lawful measures as it may desire to resist the issuance, enforcement and effect of such an order. GAI's obligation to resist such an order and assist CLIENT and the Project Owner is contingent upon GAI receiving further compensation for such assistance, including without limitation, a reasonable attorney's fee, in assisting CLIENT.

**12. Miscellaneous Terms of Agreement**

- A. This AGREEMENT shall be subject to, interpreted, and enforced according to the laws of the state of the GAI office location first written above without giving effect to its conflict of law principles. If any part of this AGREEMENT shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- B. CLIENT shall not assert any claim or suit against GAI after expiration of a Limitation Period, defined as the shorter of (a) three (3) years from substantial completion of the particular GAI service(s) out of which the claim, damage or suit arose, or (b) the time period of any statute of limitation or repose provided by law. In the event of any claim, suit or dispute between CLIENT and GAI, CLIENT agrees to only pursue recovery from GAI and will not to seek recovery from, pursue or file any claim or suit, whether based on contract, tort including negligence, strict liability or otherwise against any director, officer, or employee of GAI.
- C. Either the CLIENT or GAI may terminate or suspend performance of this AGREEMENT without cause upon thirty (30) days written notice delivered or mailed to the other party.
- D. All notices required to be sent hereunder shall be either hand delivered, with signed receipt of such hand delivery, or sent by certified mail, return receipt requested.
- E. The paragraph headings in this AGREEMENT are for convenience of reference only and shall not be deemed to alter or affect the provisions hereof.
- F. Unless expressly stated to the contrary, the professional services to be provided by GAI do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing, or arbitration. If requested, these services will be provided by an amendment to this AGREEMENT, setting forth the terms and rates of compensation to be received by GAI.
- G. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT, the Project Owner and GAI.
- H. No modification or changes in the terms of this AGREEMENT may be made except by written instrument signed by the parties.
- I. GAI is an Equal Opportunity Employer. GAI complies with the Office of Federal Contract Compliance Programs Affirmative Action Programs as outlined in 41 CFR 60-1.4(a)(b), 41 CFR 60-250.5(a)(b), and 41 CFR 60-741.5(a)(b)

[END OF TERMS AND CONDITIONS]

# Clermont Community Redevelopment Agency CRA Area Map

(157 acres)

