



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, February 10, 2015**

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

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

The next portion of the meeting is the consent agenda which contains items that have been determined to be routine and non-controversial. If anyone in the audience wishes to address a particular item on the consent agenda, now is the opportunity for you to do so. Additionally, if staff or members of the City Council wish to speak on a consent item, they have the same opportunity.

Item No. 1 - Bid Award

Consider approval of bid award to Kenyon & Partners, Inc. to provide replacement of two (2) Air Conditioner condensing units and coils at City Hall for a total amount of \$86,750.00.

Item No. 2 - Contract and Budget Amendment

Consider approval of contract amendment to provide fire assessment fee study and a budget amendment in the amount of \$39,228.39.

Item No. 3 - Position Request and Budget Amendment

Consider approval of request for a Records Coordinator position in the City Clerk's office and a budget amendment in the amount of \$26,404.

Item No. 4 - Event Request

Consider request to grant ten (10) open air events with temporary structures for calendar year 2015 at the Harley-Davidson dealer located at 2480 S. Hwy 27.

UNFINISHED BUSINESS

Item No. 5 - Variance Request
Clermont Hillside Terrace

Consider request to allow a second monument sign greater than 50 percent of the primary monument sign at 2400 S. Highway 27.

**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, February 10, 2015**

Item No. 6 - Ordinance No. 2015-04; *Final*

Consider approval of including the City of Clermont in the countywide Municipal Service Taxing Unit to fund ambulance and emergency medical services for 3 years.

Item No. 7 - Ordinance No. 2015-05; *Final*

Consider approval of Ordinance to amend the Police Officers Pension Plan.

Item No. 8 - Ordinance No. 2015-06; *Final*

Consider adoption of a non-exclusive commercial garbage franchise agreement with NRC Construction, Inc.

NEW BUSINESS

Item No. 9 - Variance Request
Granny Nannies

Consider request to allow a reduction of parking spaces required by the Clermont Land Development Code at 115 West Minneola Avenue.

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

AGENDA ITEM

Page 1 of 1

Meeting Date								
Tuesday, February 10, 2015								
Agenda Item Name								
Bid Award								
Requested Action								
Move to approve contract between the City of Clermont and Kenyon & Partners, Inc.								
Staff Report								
The Purchasing Division and the Public Works Department recommend approval of the above action. The Public Works Department contacted the Purchasing Division to determine the most effective manner to contract a company for the replacement of two Air Conditioner condensing units and coils at City Hall . The Purchasing Division issued Request for Bid (RFB) number 15-006 to acquire these services. The RFB was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There were eight (8) responses to the RFB. The work to be performed consists of furnishing all material, labor, supervision, tools, supplies and equipment necessary to furnish and install two (2) new commercial condensing unit and Dx coil replacement for the 2nd and 3rd floor at the Clermont City Hall Building. Award is being recommended to the responsive and responsible bidder Kenyon & Partners, Inc. at the total amount of \$86,750.00 who complied with all terms, conditions, and specifications stated in the RFB.								
Additional Analysis								
Fiscal Impact Summary								
Contract amount is included in the current year approved budget.								
Fiscal Impact	Fund Number and Description	Available Budget Amount						
\$86,750.00	12549-54600	\$130,000.00						
Exhibits Attached (copies of original agreements)								
<table border="0"> <tr> <td>1.</td> <td>Response Tabulation</td> <td>RFB 15-006 Response Tabulation.pdf</td> </tr> <tr> <td>2.</td> <td>Contract</td> <td>AC Replacement Agreement.doc</td> </tr> </table>			1.	Response Tabulation	RFB 15-006 Response Tabulation.pdf	2.	Contract	AC Replacement Agreement.doc
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2.	Contract	AC Replacement Agreement.doc						



RESPONSE TABULATION

RFB 15-006, REPLACEMENT OF A/C CONDENSING UNITS AND COILS
DUE DATE/TIME: JANUARY 15, 2015 AT 2:00 P.M. (EST)

COMPANY NAME	ADDEN. #1	ADDEN. #2	1 ST FLOOR PRICE	2 ND FLOOR PRICE	TOTAL LUMP SUM PRICE
Kenyon & Partners, Inc. – Tampa, FL	Y	Y	\$43,375.00	\$43,375.00	\$86,750.00
Gibson Air Conditioning – Winter Haven, FL	Y	Y	\$46,100.00	\$46,100.00	\$92,200.00
Trane US, Inc. – Maitland, FL	Y	Y	\$46,500.00	\$46,500.00	\$93,000.00
Apex A/C and Refrigeration – Davenport, FL	Y	Y	\$48,837.50	\$48,837.50	\$97,675.00
Climate Control Mechanical Services, Inc. – Ocala, FL	Y	Y	\$52,065.00	\$52,065.00	\$104,130.00
Air Mechanical & Service Corp. – Casselberry, FL	Y	Y	\$58,650.00	\$58,650.00	\$117,300.00
Ellis Mechanical Corporation – Longwood, FL	N	N	\$61,022.00	\$61,022.00	\$122,044.00
Supa Air and Heat, Inc. – Hollywood, FL	Y	Y	\$81,337.00	\$81,337.00	\$162,674.00

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

CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ 2015, A.D., by and between the City of Clermont 685 West Montrose Street, Clermont, Florida (hereinafter referred to as "OWNER"), and Kenyon & Partners, Inc. 3203 Queen Palm Drive, Tampa, FL 32619 (hereinafter referred to as "CONTRACTOR").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

ARTICLE I - SCOPE OF WORK

The CONTRACTOR shall furnish all labor, supervision, materials, equipment, machinery, tools, apparatus and transportation and perform all of the work described in the bid documents and specifications entitled:

RFB NO. 15-006 - Replacement of A/C Condensing Units and Coils.

as prepared by Owner and its agents shall do everything required by this Contract and the other Contract Documents contained in the specifications, which are a part of these Documents.

ARTICLE II - THE CONTRACT SUM

The OWNER shall pay to the CONTRACTOR, for the faithful performance of the Contract as set forth in the contract documents and the Price Schedule, attached hereto and incorporated herein as Exhibit "A", in lawful tender of the United States, the total contract sum not to exceed EIGHTY SIX THOUSAND SEVEN HUNDRED FIFTY DOLLARS **(\$86,750.00)**.

ARTICLE III - COMMENCEMENT AND COMPLETION OF WORK

1. The CONTRACTOR shall commence work within TEN (10) calendar days after receipt of (i) Notice to proceed, and (ii) receipt of all permits required to perform the work, and the CONTRACTOR will substantially complete the same within NINETY (90) calendar days unless the period for completion is extended otherwise by the amendment or change order to the Contract. Substantial Completion as provided herein shall be the day the project or designated portion thereof is certified and accepted by the OWNER as sufficiently complete, in accordance with the Contract Documents.
2. The CONTRACTOR shall prosecute the work with faithfulness and diligence.
3. The CONTRACTOR further declares he has examined the sites of the work and that from personal knowledge and experience or that he has made sufficient investigations to fully satisfy himself that such sites are correct and suitable for

the work and he assumes full responsibility therefore. The provisions of this Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the CONTRACTOR, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the OWNER than against the CONTRACTOR and any Surety.

Any ambiguity or uncertainty in the Plans, Drawings or Specifications shall be interpreted and construed by the OWNER's Project Manager and his decision shall be final and binding upon all parties.

It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the OWNER or by any agent or representative as in compliance with the terms of this Contract and/or of the Drawings, Plans and Specifications covering said work shall not operate as a waiver by the OWNER of strict compliance with the terms of this Contract and/or the Drawings and Specifications covering said work; and the OWNER may require the CONTRACTOR and/or his Surety to repair, replace, restore and/or make to comply strictly and in all things with this Contract and the Drawings and Specifications any and all of said work and/or materials which within a period of one year from and after the date of the passing, approval, and or acceptance of any such work or material, are found to be defective or to fail and in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The CONTRACTOR shall not be required to do normal maintenance work under the guarantee provisions. Failure on the part of the CONTRACTOR and/or his Surety, immediately after Notice to either, to repair or replace any such defective materials and workmanship shall entitle the OWNER, if it sees fit, to replace or repair the same and recover the reasonable cost of such replacement and/or repair from the CONTRACTOR and/or his Surety, who shall in any event be jointly and severally liable to the OWNER for all damages, loss and expense caused to the OWNER by reason of the CONTRACTOR'S breach of this Contract and/or his failure to comply strictly and in all things with this Contract and/or his failure to comply strictly and in all things with this Contract and with the Drawings and Specifications.

4. If required, As-built drawings and warranties acceptable to OWNER must be submitted to the OWNER before final payment will be made to the CONTRACTOR.

ARTICLE IV - LIQUIDATED DAMAGES

1. It is mutually agreed that time is of the essence in regard to this Agreement. Therefore, notwithstanding any other provision contained in the Contract

Documents, should the CONTRACTOR fail to complete the work within the specified time as set by the Notice to Proceed, or any authorized extension thereof, CONTRACTOR shall pay to OWNER the sum of TWO HUNDRED FIFTY DOLLARS (\$250.00) per calendar day as fixed, agreed and liquidated damages for each calendar day elapsing beyond the specified time date for completion of the project; which sum shall represent the damages sustained by the OWNER, and shall be considered not as a penalty, but in liquidation of damages sustained. Contractor shall pay the liquidated damages amount contained herein to Owner within fifteen (15) days of receipt of Owner's written demand for such payment.

2. For the purposes of this Article, the day of final acceptance of the work shall be considered a day of delay, and the scheduled day of completion of the work shall be considered a day schedule for protection.

ARTICLE V - PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the OWNER shall pay the CONTRACTOR as follows:

1. CONTRACTOR shall submit a progress payment request by the third (3rd) day of each calendar month for work performed during the preceding calendar month. Upon CONTRACTOR's signature accepting the PARTIAL PAYMENT AUTHORIZATION, the OWNER shall make a partial payment to the CONTRACTOR, within thirty (30) calendar days, on the basis of a duly certified and approved payment invoice by the OWNER for work performed during the preceding calendar month under the Agreement. To insure proper performance of the Agreement, the OWNER shall retain ten percent (10%) of the amount of each invoice until final completion and acceptance of all work covered by the Agreement.
2. Upon submission by the CONTRACTOR of evidence satisfactory to the OWNER that all payrolls, material bills and other costs incurred by the CONTRACTOR in connection with the construction of the work have been paid in full, and also, after all guarantees that may be required in the Specifications have been furnished and are found acceptable by the OWNER, final payment, including any retainage amount, on account of this Agreement shall be made within thirty (30) calendar days after completion of all work by the CONTRACTOR covered by this Agreement and acceptance of such work by the OWNER.

ARTICLE VI - ADDITIONAL BONDS

It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bonds hereto attached for its faithful performance and payment of labor and materials, the OWNER shall deem the Surety or

Sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance and payments of the work, the CONTRACTOR shall, at his expense, and within seven (7) days after receipt of Notice from the OWNER to do so, furnish additional bonds, in such form and amounts, and with such Sureties as shall be satisfactory to the OWNER. In such event, no further payment to the CONTRACTOR shall be deemed due under this Agreement until such new or additional security for the faithful performance and for payment of labor and materials of the work shall be furnished in manner and form satisfactory to the OWNER.

ARTICLE VII – DISPUTE RESOLUTION - MEDIATION

1. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to voluntary arbitration or the institution of legal or equitable proceedings by either party.
2. The OWNER and CONTRACTOR shall endeavor to resolve claims, disputes and other matters in question between them by mediation.
3. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE VIII – INSURANCE AND INDEMNIFICATION RIDER

1. Worker's Compensation Insurance - The CONTRACTOR shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all his employees connected with the work of this Project and, in case any work is sublet, the CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Such insurance shall comply with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the Project is not protected under the Worker's Compensation statute, the CONTRACTOR shall provide adequate insurance, satisfactory to the OWNER, for the protection of employees not otherwise protected.
2. Contractor's Public Liability and Property Damage Insurance - The CONTRACTOR shall take out and maintain during the life of this Agreement Comprehensive General Liability and Comprehensive Automobile Liability Insurance as shall protect it from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by itself or by anyone directly or indirectly employed by it, and the amount of such insurance shall be minimum limits as follows:

(a) Contractor's Comprehensive General, \$1,000,000 Each
(\$2,000,000 aggregate)

Liability Coverages, Bodily Injury Occurrence, & Property Damage Combined Single Limit

(b) Automobile Liability Coverages, \$1,000,000 Each
Bodily Injury & Property Damage Occurrence,
Combined Single Limit

(c) Excess Liability, Umbrella Form \$2,000,000
Each Occurrence, Combined Single Limit

Insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

3. Subcontractor's Public Liability and Property Damage Insurance - The CONTRACTOR shall require each of his subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in his policy, as specified above.

4. Contractor's Protective Liability Insurance - The CONTRACTOR shall procure and furnish a Protective Liability Insurance Policy with the following minimum limits:

(a) Bodily Injury Liability & \$1,000,000 each (\$2,000,000 aggregate)
Property Damage Liability Occurrence
Combined Single Limit

5. "XCU" (Explosion, Collapse, Underground Damage) - The Contractor's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.

6. Broad Form Property Damage Coverage, Products & Completed Operations Coverages - The Contractor's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverages.

7. Contractual Liability Work Contracts - The Contractor's Liability Policy shall include Contractual Liability Coverage designed to protect the Contractor for contractual liabilities assumed by the Contractor in the performance of this Agreement.

8. Indemnification Rider

(a) To cover to the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the OWNER and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), and (2) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any

subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.

- (b) In any and all claims against the OWNER or any of its agents or employees by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- (c) The CONTRACTOR hereby acknowledges receipt of ten dollars and other good and valuable consideration from the OWNER for the indemnification provided herein.

ARTICLE IX - NOTICES

All notices shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized overnight courier service to the address of the party set forth below. Any such notice shall be deemed given when received by the party to whom it is intended.

CONTRACTOR: Kenyon & Partners, Inc.
3203 Queen Palm Dr.
Tampa, FL 32619
Attn.: Dean Kenyon, President

OWNER: City of Clermont
685 W. Montrose Street
Clermont, FL 34711
Attn: Darren Gray, City Manager

ARTICLE X – MISCELLANEOUS

1. Attorneys' Fees. In the event a suit or action is instituted to enforce or interpret any provision of this agreement, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys' fees at trial or on any appeal, in addition to all other sums provided by law.

2. Waiver. The waiver by city of breach of any provision of this agreement shall not be construed or operate as a waiver of any subsequent breach of such provision or of such provision itself and shall in no way affect the enforcement of any other provisions of this agreement.
3. Severability. If any provision of this agreement or the application thereof to any person or circumstance is to any extent invalid or unenforceable, such provision, or part thereof, shall be deleted or modified in such a manner as to make the agreement valid and enforceable under applicable law, the remainder of this agreement and the application of such a provision to other persons or circumstances shall be unaffected, and this agreement shall be valid and enforceable to the fullest extent permitted by applicable law.
4. Amendment. Except for as otherwise provided herein, this agreement may not be modified or amended except by an agreement in writing signed by both parties.
5. Entire Agreement. This agreement including the documents incorporated by reference contains the entire understanding of the parties hereto and supersedes all prior and contemporaneous agreements between the parties with respect to the performance of services by contractor.
6. Assignment. This agreement is personal to the parties hereto and may not be assigned by contractor, in whole or in part, without the prior written consent of city.
7. Venue. The parties agree that the sole and exclusive venue for any cause of action arising out of this agreement shall be Lake County, Florida.
8. Applicable Law. This agreement and any amendments hereto are executed and delivered in the State of Florida and shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Florida.
9. Records. Contractor expressly understands and acknowledges that any and all documents related to the services provided herein, may be considered records that are subject to examination and production in accordance with Florida's Public Records Law. Contractor expressly agrees that it will comply with all requirements related to said law and that it will hold city harmless for any such disclosure related to Florida's Public Records Law.

ARTICLE XI - CONTRACT DOCUMENTS

The Contract Documents, as listed below are herein made fully a part of this Agreement as if herein repeated.

Document Precedence:

1. This Agreement
2. Technical Plan and Specifications
3. All documents contained in RFB 15-006 Replacement of A/C Condensing Units and Coils, any and all addendum thereto, and Contractor's January 15, 2015 response thereto.
4. Payment and Performance Bonds

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 2015.

City of Clermont

Kenyon & Partners, Inc.

Gail L. Ash, Mayor

Dean Kenyon, President

Date: _____

Date: _____

Attest:

Attest:

Tracy Ackroyd, City Clerk

Print Name and Title



AGENDA ITEM

Meeting Date		
Tuesday, February 10, 2015		
Agenda Item Name		
Contract and Budget Amendment		
Requested Action		
Motion to approve contract amendment between the City of Clermont and Tindale-Oliver & Associates, Inc. to provide fire assessment fee study and a budget amendment in the amount of \$39,228.39.		
Staff Report		
The Purchasing Division and the Finance Department recommend approval of the above action. This contract amendment will allow the firm, Tindale-Oliver & Associates, Inc., who is currently the contractor for non-utility fee study, to conduct a fire assessment study which includes a service cost analysis, service demand analysis, calculation of development units and rates, technical report, and meetings & presentations, conduct public hearings, and provide related legal services. The cost of the study is \$39,228.39.		
Additional Analysis		
Fiscal Impact Summary		
The cost of the study is not included in the current year budget. A budget amendment to the General Fund in the amount of \$39,228.39 is proposed.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$39,228.39	10522-53100	\$0.00
Exhibits Attached (copies of original agreements)		
1. Contract Amendment	Contract Amendment.pdf	

FIRST AMENDMENT TO AGREEMENT FOR
COMPREHENSIVE FEE STUDY CONSULTANT SERVICES

THIS AMENDMENT is entered into as of this _____ day of February 2015 and is to that certain Agreement dated January 27, 2015, hereinafter "the Agreement", 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 TINDALE-OLIVER & ASSOCIATES, INC., 1000 North Ashley Drive, Tampa, FL 33602 hereinafter referred to as "CONSULTANT". The parties, in exchange for the mutual covenants contained herein and in the Agreement, agree as follows:

1. This Amendment expressly modifies the Agreement and in the event of a conflict, the terms and conditions of this Amendment shall prevail.

2. The Scope of Services and Compensation Schedule referred to and incorporated into the Agreement is hereby amended to include a fire assessment study as more particularly described in Attachment "A" attached hereto and incorporated herein.

3. All other terms and conditions set forth in the Agreement shall remain in full force and effect and unchanged as agreed to by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

City of Clermont

Attest:

Gail L. Ash, Mayor

Tracy Ackroyd, City Clerk

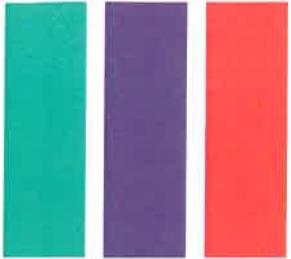
Date: _____

Tindale-Oliver & Associates, Inc.

Attest:

By: _____
Steven A. Tindale, Chief Executive Officer

Corporate Secretary



CITY OF CLERMONT FIRE ASSESSMENT STUDY SCOPE OF WORK (1/13/15)

Located in Lake County, just west of Orlando and north of Disney World, Clermont has a population of 30,000 within approximately 15 square miles. Over the past 20 years, the city's population quadrupled, from 7,200 to 30,000, and the city continued to experience growth even during the recent economic downturn.

In terms of taxable values per capita, the City of Clermont experienced a significant increase between 1995 and 2007, followed by a decline over the past few years. Approximately 75 percent of the City's tax base consists of residential property. With this lack of diversity, it is difficult for the City to moderate fluctuations in ad valorem revenues.

Given the reduction in the tax base and limited diversification, alternative funding options such as assessments and fees for services become more important than ever.

The city is served by the Clermont Fire Department ("Fire Department"), which provides fire suppression, rescue, basic and advanced life support, hazardous material incident response, water rescue and other services. The Fire Department provides services from 3 stations with approximately 65 career personnel and 10 volunteer personnel. The Department has an ISO rating of 3, which is achieved by less than 10 percent of jurisdictions in the country.

Given the continuous growth Clermont has been experiencing and reduction in tax base, the City is interested in establishing a fire assessment program to fund its Fire Department and asked Tindale Oliver to provide a scope of services.

The Tindale Oliver Team is very knowledgeable about special assessment studies. In addition, we understand fire department operations and have prepared Fire

Facility Master Plans in the past. Tindale Oliver updated Lake County's fire assessment study in 2011 and is in the process of updating it again this year, which provides us an understanding of the Lake County Property Appraiser and Tax Collector databases, which are an important part of the study.

The fire assessment study for the City of Clermont will take into consideration several variables, such as:

- > **Sample size of call data:** Given that the sample size of incidents at non-residential land uses tends to be limited, it is important to use several years of call data in the analysis to determine a more consistent trend. Data obtained from National Fire Incident Reporting System (NFIRS) or directly from the Fire Department will allow to conduct **multiple years of analysis**.
- > **Variation in level of effort and resources:** Level of effort and resources needed to respond to an incident at certain land uses may be more extensive than others. In apportioning the cost among land uses, it is important to recognize not just the number of calls but also the level of resources and time needed by each land use type. For example, a review of incident data characteristics in other communities suggests that *average vehicle and staff time* used on an incident is higher for industrial land uses, while the *frequency of calls* from industrial land uses is relatively low. As such, relying solely on the frequency may not capture total resources used by a given land use.
- > **Correct classification of calls by land use:** Tindale Oliver has developed database analysis techniques to reference incident address data to the Property Appraiser and/or Tax Collector database to classify incidents by land use. Results are compared to land



use classifications included in Fire Department incident reports to ensure that the two data sets are consistent. Given that the land uses typically are charged based on their classification in the Property Appraiser database, this step ensures that each land use is properly classified and charged equitably.

- > **Methodology that reflects the benefit to the property:** Under Florida case law, non-ad valorem assessments require the need to demonstrate special benefit to the property. During a recent study, Tindale Oliver obtained insurance rate data for homes located in areas with differing ISO ratings and for different insurance values. This analysis along with other research conducted by outside parties suggest a definite correlation between the availability of fire services and insurance rate savings for individual properties. For example, this data and other related studies suggest that improvement of service from ISO Class 9/10 to Class 5 decreases insurance rates by 20 to 40 percent, which could translate into an annual savings of \$200 to \$500 per year, depending on home values. With its ISO Class 3 rating, the services of the Fire Department are allowing the residents to save a significant amount on their insurance premiums. As such, **it is important to consider the benefit received from the availability of fire services not only due to the response to incidents, but also because of the insurance premium savings and the value of the property being protected.**

- > **Fluctuations in annual budgets:** The fire

rescue annual budgets can fluctuate significantly when there are large capital expenditures, such as rehabilitation of an existing station, construction of a new station, or purchase of new or replacement vehicles. One of the ways to mitigate such fluctuations may be to include a capital replacement allowance in the annual budget on an ongoing basis. This can reduce potential annual fluctuations and makes needed funding and revenues more predictable.

This introduction provided our understanding of the scope of services and background issues as well as Tindale Oliver's specialized skills applicable to this project.

PROJECT APPROACH

This section provides a description of the tasks to be undertaken by the Tindale Oliver Team for the City of Clermont fire assessment calculations. The methodology included in this scope of services conforms with applicable laws, administrative rules and regulations of the State of Florida.

More specifically, the methodology designed for the City meets the following and other related Florida Statutory and case law requirements for a valid special assessment:

- > The service provided must confer a special benefit to the property being assessed.
- > The costs assessed must be fairly and reasonably appropriated among the properties that receive the special benefit.
- > The apportionment or exemption from apportionment of non-ad valorem



assessments to the various classifications of governmental entities as defined by Florida law.

Tindale Oliver has developed a set of Fire Rescue Analysis (FRA) programs that will be used for the assessment study for the City. Figure 1 on the next page presents how these programs are used. More specifically, FRA consists of the following components:

- > **Incident Data Management System (IDMS)** allows Tindale Oliver to review all of the characteristics of incident data available either through the NFIRS or from the Department's databases. Using IDMS, Tindale Oliver is not only able to identify those incidents that should be included, but also calculate total resources (in terms of labor and vehicle time) used by each incident type by land use. IDMS can also be used by Fire Departments for daily operations and planning purposes.
- > **Parcel Data Management System (PDMS)** is used in the evaluation of parcel database and gives full access to data attributed including building size/type by land use, structures' just and taxable values, age of structure, and other similar attributes. These attributes allow for a calculation that takes into consideration full value of the buildings by size and by land use, and results in more accurate revenue estimates. Table 1 presents this concept as a possible option. During previous studies, Tindale Oliver calculated residential rates both as a single combined fee and as tiered fee, which allowed our clients to make informed decisions.

Table 1 – Example of Tiered Residential Assessment Rates

Group (Square Footage)	Assessment Rate
0 to 800	\$95
801 to 1,100	\$154
1,101 to 1,300	\$180
1,301 to 1,600	\$206
1,601 to 1,800	\$233
1,801 to 2,100	\$261
Greater than 2,100	\$298

- > **Financial Data Management System (FDMS)** allows for an evaluation of a range of assessment rates, possible exemptions, and future revenues. It also incorporates the impact of the growth rate on future revenue stream. The key questions that can be answered using FDMS include the following:
 - How does the Department's capital program affect the assessment rates/levels? This could be in terms of an ongoing replacement program of the trucks/vehicles as well as addition/expansion of fire stations.
 - How would the revenue stream be affected as new units are constructed? How would the type/size of these new units affect assessment revenues? How would the revenues change if the community is built-out?

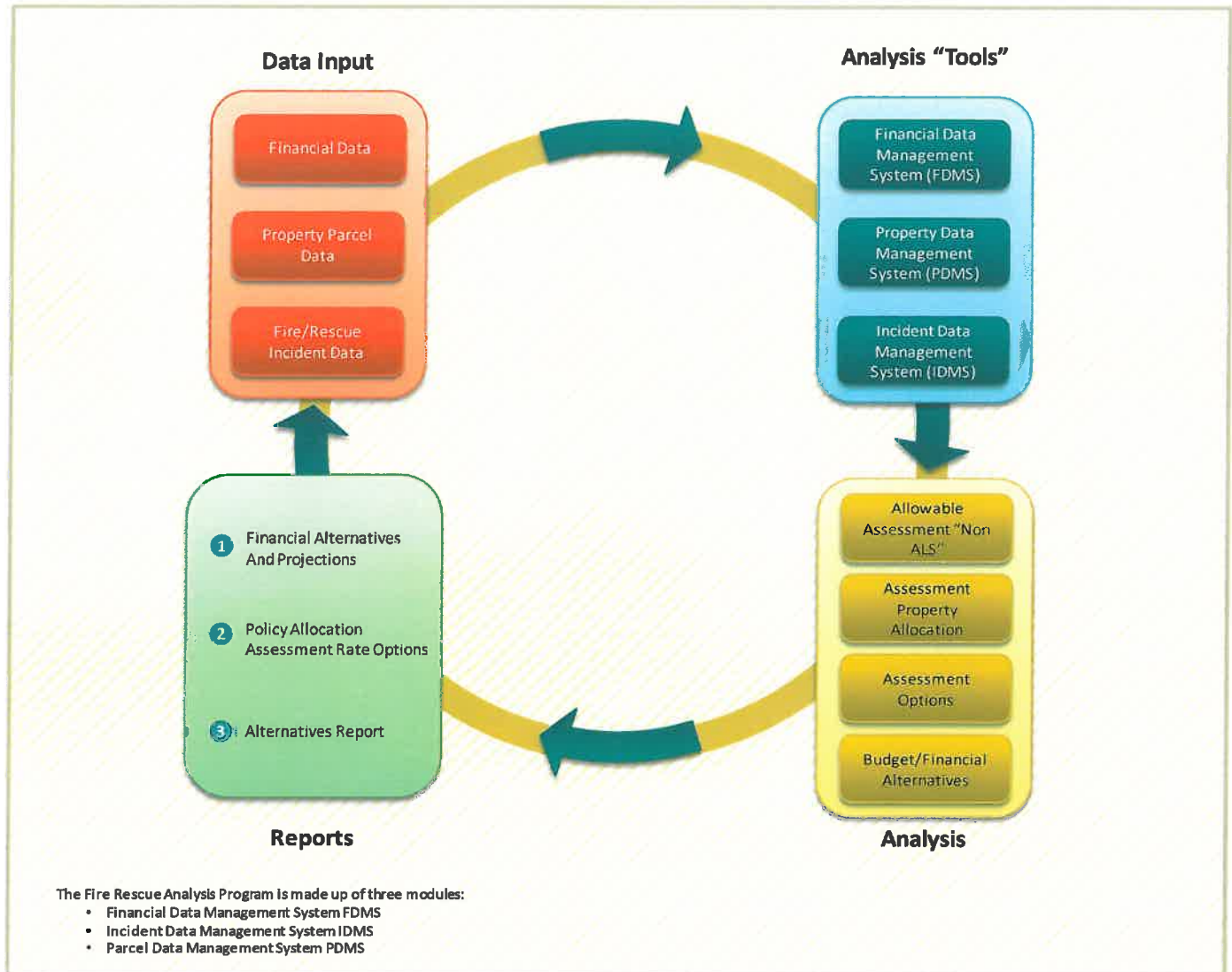
The following paragraphs provide a more detailed description of each task that will be completed as part of the study.

Task 1: Background Review, Assessment Methodology and Data Collection

As part of this task, Tindale Oliver will review the City's current fire assessment roll



Figure 1 – Fire Rescue Analysis (FRA) Programs





information, fire rescue incident data, historical fire rescue budgets and assessment reports, and other related data.

Upon receipt of the notice to proceed, Tindale Oliver will submit a data needs memo to the City. Upon preliminary review of the data, Tindale Oliver will conduct a kick-off meeting with the City to discuss background issues, project scope, schedule, and data needs. In addition, during this meeting, Tindale Oliver will provide a summary of common assessment methodologies used by other jurisdictions. Based on input from the City, the assessment methodology that will be used for the study will be established.

Task 2: Service Cost Analysis

Task 2.1: Evaluate Current Financial Information

The Tindale Oliver Team will be provided with the adopted FY 2015 Fire Department Budget as well as the budgets for the past three to five years and will work with the City's Finance and Fire Departments to determine the full cost of providing fire suppression services as well as implementing and collecting the fire assessment. As part of this analysis, the Tindale Oliver Team will undertake a detailed review of the budgetary line items to ensure that all applicable costs, both direct and indirect, are considered and are legally acceptable. Costs associated with implementing the assessment program and collections will be identified and incorporated into the calculations. In addition, whether to include any allowances for capital replacement or addition will be discussed with the City. Any dedicated revenues toward fire rescue budget

will also be identified. The Tindale Oliver Team also will review the proposed FY 2016 budget (if available) to identify any significant changes that could affect the cost allocation as part of the assessment calculation.

In determining the legally acceptable portions of the budget, to identify the appropriate portion of resources available both to fire and medical incidents, Tindale Oliver will conduct a detailed review of incident data type to determine the level of resources used for advanced life support (ALS) incidents. This effort will require an analysis of not only the type of incident (medical vs. fire), but also the procedures conducted on-scene. The case law requires that the fire assessment revenues are used to fund the portion of the budget related to responding to fire and first response incidents. Given that a large portion of the incidents responded by fire rescue departments tend to be medical in nature, it is important to determine the distribution of first response incidents that can be included in the assessment calculations vs. ALS incidents that cannot be included in the assessment calculations. Otherwise, the incident data used to determine cost allocation and demand becomes limited to a relatively small sample, which makes it difficult to ensure the cost is apportioned equitably.

Task 2.2 : Apportion Fire Suppression Service Costs Among Assessment Rate Class

The resulting cost of providing fire rescue services determined to be applicable for inclusion in the fire assessment calculations will be apportioned among each assessment rate



class. Potential methodologies to apportion the cost will be documented as part of Task 1 and may include several options, such as using the number of calls, on-scene times, and/or number of units dispatched to determine the resource allocation and the value of the property that is being protected. These options will be discussed with the City to determine the most appropriate and cost-effective methodology.

Task 3: Service Demand Analysis Using Proposed Methodology

The Tindale Oliver Team will obtain the Fire Department's call response data from NFIRS or the Fire Department to determine the appropriate service demand using the agreed-upon fire assessment methodology. It is recommended that, as available, a minimum of three to five years of call data be analyzed for the service demand component to ensure that fluctuations in call data from year-to-year are neutralized. Not all incident types can be included in the fire assessment calculations. This limited sample size make it critical to use several years of data.

The Tindale Oliver Team will analyze the historical call data to identify the calls that should be excluded from the analysis and determine a trend in the distribution of remaining incidents between the different assessment rate classes. As mentioned previously, this analysis also will include a review of the different incident types and on-scene procedures to ensure that only those incidents appropriate for use in the service demand analysis are included. Finally, the analysis will evaluate not only the frequency,

but also the level of staff and vehicle time used for each type of incident/property. As mentioned previously, certain type of land uses or buildings may not request assistance frequently, but the duration of each response may be longer than that experienced at a different land use.

Task 4: Calculation of Development Units and Rates

Task 4.1: Calculate Development Units

The number of development units for each assessment rate class will be obtained from the Lake County Property Appraiser database. Each Property Class Code in the Lake County Property Appraiser's database will be assigned an assessment rate class in order to tie each real property record to the appropriate assessment rate class.

Upon assigning an assessment rate class to each property in the Property Appraiser database, the Tindale Oliver Team will compare the distribution of calls vs. development units as a quality control measure. For example, if the service demand analysis shows only 5 percent of annual fire calls are to office properties, but the office square footage within the City is 20 percent of the total square footage, there is an indication that fire incidents to office properties may have been miscoded under another type of land use.

Fiscal Year 2016 Assessment Roll will be developed based on most recent available data and the City's policy direction.



Task 4.2: Calculation of Rates and Revenue Requirements

Based on the methodology agreed in Task 1, apportioned costs for each land use and calculated development units, a rate schedule for the non-ad valorem assessment program will be developed. The rate schedule will include assessment cap rates as appropriate, and will ensure that the identified assessable costs are fully funded. In addition, revenue requirements for the Fiscal Year 2015-2016 will be identified.

As part of this task, Tindale Oliver will address potential exemptions and associated revenue loss for the City. Tindale Oliver will discuss policy options regarding exemptions, and provide information in terms of properties that legally need to be exempted as well as others that were exempted by other jurisdictions as a policy decision.

Task 5: Technical Report

Results of the analysis completed in Tasks 1 through 4 will be incorporated into a draft Technical Report, which will summarize the study findings and provide the calculation steps of the assessment program. The Technical Report will be submitted to the City for review and comment. Comments received from the City will be incorporated into the final Technical Report.

Tindale Oliver will create the FY 2015–2016 assessment roll using most recent Property Appraiser database and based on the final methodology approved by the City Council. The tax roll will be tested for sufficiency by

developing reports to access property use information. The assessment roll will be delivered to the City within the timeframe and format acceptable to the City and Lake County Tax Collector.

Task 6: Meetings & Presentations

As part of the study, the following meetings and workshops will be conducted:

- > Kick-off meeting with City and Fire Department staff
- > Draft report review meeting with the City and Fire Department staff and the City Administration
- > One City Commission workshop or meetings with Commissioners on an individual basis
- > One public hearing

In addition to these formal meetings, Tindale Oliver will be in continuous contact with the City's Project Manager to ensure that the City is aware of the study status and progress.

The Tindale Oliver Team will prepare user-friendly Power Point presentations. Tindale Oliver has extensive experience with the public involvement process and community consensus building and buy-in and has assisted many communities in the successful implementation of their fees. Given the nature of assessment programs, these presentations are critical in explaining and gaining support for the study methodology.

Task 7: Related Legal Services (Optional)

If the City would like legal assistance, Tindale Oliver will work with Lewis, Longman & Walker,



PA to obtain a legal review and ensure that the methodology used for the study is consistent with the Florida Statutes, case law, and other applicable laws and rules.

The legal subconsultant will conduct the legal review and assist drafting all legal notices, publications, resolutions and other documents necessary to certify the tax roll and adopt the rate structure for the initial year of the methodology.

SCHEDULE

A preliminary schedule is provided on the following page. Upon selection, this schedule will be reviewed with the City's Project Manager and, if needed, will be modified to better accommodate the City's needs. With a dedicated Public Finance Group and other staff experienced in public finance related analyses, Tindale Oliver has the necessary resources to meet most desired time frames and still provide a high quality product.

PRICING

As shown in the table on page 10, the professional fees and expenses associated with the Scope of Services are estimated at \$24,978 and includes four trips by Tindale Oliver. Please note that this budget does not include any cost associated with Task 7 or the production and mailing of first class notices. The estimated budget for Task 7 is shown separately in the table.

This is a lump sum budget and the City will be invoiced monthly for the portion of the work completed.



**City of Clermont
Fire Assessment Study**

TASK	DATE
Receipt of Signed Contract	Jan 30, 2015
Submittal of Data Needs Memo	Feb 5, 2015
Receipt of Requested Data	Feb 27, 2015
Kick-off Meeting	Week of Feb 16, 2015
Technical Analysis	Feb - May, 2015
Submittal of Draft Technical Report	May 21, 2015
Draft Report Review Meeting	Week of May 25, 2015
City Council Workshop to Review Draft Results	June 9, 2015
Submittal of Final Draft Technical Report	June 23, 2015
Receipt of All Comments from the City	June 29, 2015
Submittal of Final Technical Report	July 15, 2015
Notification Process and Adoption Hearing	July-August, 2015
Submittal of Final FY2015 Assessment Roll	Sept 4, 2015



City of Clermont Fire Assessment Study

SUB TASK #	SUBTASK DESCRIPTION	Project Director \$181.60	Project Manager \$149.98	Legal Attorney \$285.00	Senior Eng/Pln \$132.48	Planner/Engineer \$79.69	Sr. Planning/GSTech \$74.28	Admin/Clerical \$76.08	TOTAL TASK HOURS	BURDENED COST/TASK
TASK 1	BACKGROUND REVIEW AND ASSESSMENT METHODOLOGY	3.0	7.0	0.0	0.0	0.0	0.0	1.0	11.0	\$1,670.74
1.1	Submit Data Needs Memo		1.0					1.0	2.0	\$226.08
1.2	Review Background Material and Data	2.0	5.0						7.0	\$1,113.10
1.3	Document Methodology	1.0	1.0						2.0	\$331.58
TASK 2	SERVICE COST ANALYSIS	3.0	10.0	0.0	10.0	6.0	0.0	1.0	30.0	\$3,923.62
2.1	Evaluate Current Financial Information	2.0	6.0		7.0	4.0		1.0	20.0	\$2,665.28
2.2	Apportion Fire Service Costs	1.0	4.0		3.0	2.0			10.0	\$1,338.34
TASK 3	SERVICE DEMAND ANALYSIS USING PROPOSED METHOD	3.0	8.0		12.0	8.0	3.0	1.0	35.0	\$4,270.84
TASK 4	CALCULATION OF DEVELOPMENT UNITS AND RATES	2.0	13.0	0.0	17.0	11.0	1.0	1.0	45.0	\$5,692.05
4.1	Calculation of Development Units	1.0	5.0		9.0	8.0	1.0	1.0	25.0	\$2,911.70
4.2	Calculations of Rates	1.0	8.0		8.0	3.0			20.0	\$2,680.35
TASK 5	TECHNICAL REPORT	2.0	8.0		8.0	6.0	1.0	1.0	26.0	\$3,251.38
TASK 6	MEETINGS & PRESENTATIONS	17.0	17.0	0.0	3.0	2.0	0.0	1.0	40.0	\$6,289.76
6.1	Kick-off Meeting	3.0	3.0					1.0	7.0	\$1,070.82
6.2	Draft Report Review Meeting	5.0	5.0		1.0	1.0			12.0	\$1,870.07
6.3	City Council Workshop	5.0	5.0		1.0	1.0			12.0	\$1,870.07
6.4	Public Hearing	4.0	4.0		1.0				9.0	\$1,453.80
TASK 7	OPTIONAL SERVICES - RELATED LEGAL SERVICES	0.0	0.0	50.0	0.0	0.0	0.0	0.0	0.0	\$14,250.00
7.1	Review of Technical Study and Prepare Legal Opinion			8.0						\$2,280.00
7.2	Preparation of Notice of Intent, Ordinance, Resolution, and Agreements with Lake County Property Appraiser and Tax Collector			18.0						\$5,130.00
7.3	Attendance to Meetings/Presentations (3)			24.0						\$6,840.00
	TOTAL PROJECT BUDGET (excluding Optional Task 7)	30.0	63.0	74.0	50.0	33.0	5.0	6.0	187	\$24,978.39
	TOTAL PROJECT BUDGET (including Task 7)	30.0	63.0	50.0	50.0	33.0	5.0	6.0	187	\$39,228.39



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 10, 2015		
Agenda Item Name		
Position Request and Budget Amendment		
Requested Action		
Move to approve Records Coordinator position and budget amendment.		
Staff Report		
The City Clerk's office is requesting approval to fund one (1) Municipal Records Coordinator position for the remainder of Fiscal Year 2014/2015. The additional position is requested to provide a higher level of service in response to the increase in public records and lien requests. In an effort to provide exceptional service to our citizens, the additional position will enable the Clerk's office to achieve greater turnaround time in responding to all types of requests processed through the department. The total cost of the position including salaries, benefits and equipment in the current fiscal year is \$26,404. Since the position is not included in the current year budget, a budget amendment to the General Fund is proposed.		
Additional Analysis		
Fiscal Impact Summary		
A budget amendment to the General Fund in the amount of \$26,404 is proposed.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$20,572.00	10511 - Various	\$0.00
\$1,715.00	10513-55204	\$0.00
\$538.00	10513-55219	\$0.00
\$3,579.00	10513-66404	\$0.00
Exhibits Attached (copies of original agreements)		



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 10, 2015		
Agenda Item Name		
Event Request		
Requested Action		
Move to approve request for 10 events with temporary structures for 2015.		
Staff Report		
The applicant; Dane Pontzius with Stormy Hill Harley-Davidson, is requesting City Council's consideration in granting 10 open air events with temporary structures for the calendar year 2015 at the Harley-Davidson dealership located at 2480 S. Hwy 27. The applicant has submitted a letter with the tentative dates and times for the proposed events. The Land Development Code requires the request come before the City Council since it is more than one permit per year.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Application and Letter	Stormy Hill HD Application and Letter Request.pdf
2.	Map of Location	Stormy Hill Map.pdf



CITY OF CLERMONT
Temporary Structure Permit,
Open Air Sales Permit or Special Event
Application

PROJECT or BUSINESS NAME (if applicable): Stormy Hill Harley-Davidson Date: Jan 20, 2015

APPLICANT & CONTACT PERSON: Dane Pontzius

Address: 2480 S. HWY 27

City: Clermont

State: FL

Zip: 34711

Phone: 352-243-7111

Fax: 352-243-7162

E-Mail: d_pontzius@stormyhillharley.com

PROPERTY OWNER: Janice Malik

Address: 2480 S. HWY 27

City: Clermont

State: FL

Zip: 34711

Phone: 352-243-7111

Fax: 352-243-7162

Type of Structure & Size (tent, etc): See attached document

Proposed location of Structure, Open Air Sale or Event (attached site plan, map, aerial, etc. as needed to demonstrate proposal): See attached document

Description of operation or event (attach additional information as necessary): See attached document

Date(s) for which permit is requested: See attached document

Hours of operation: See attached document

I /we, the undersigned property owner / applicant, do hereby state that I /we have ready the City of Clermont's regulations for Temporary Structure Permits and will abide by these regulations. By signing below said property owner understands that should the temporary structure not be erected and removed by the dated specified above, subsequent requests for a Temporary Structure Permit may be denied.

Dane Pontzius

Applicant Name (print)

X

[Signature]
Applicant Name (signature)

Janice Malik

Property Owner Name (print)

X

[Signature]
Property Owner Name (signature)

NOTE: The desired dates requested for the Temporary Structure or Event Permit must extend from the date the structure is proposed to be erected through the date the structure is proposed to be removed. Temporary Structure Permits for more than 10 days or for more than one (1) time/year, must be scheduled on the agenda and requested of the Clermont City Council, and shall be considered at a public meeting.

Approved by the City of Clermont

Date

Notes:

Dane Pontzius

General Manager

Stormy Hill Harley-Davidson

2480 S. HWY 27

Clermont, FL 34711

We would like City Council to consider our request for extra temporary structure permits for the year. We have 8 scheduled events as of right now with the possibility of 2 more for the year of 2015. We would like Beef 'O Brady's to be able to obtain a permit to set up with us at these events to sell alcoholic beverages. All of these events with the exception of Leesburg Bike Fest are 1 day events, roughly 4 hours long. We usually average 150 to 250 people per event. We have hosted most of these events every year but have found this past year that having the ability to set up a larger tent for shade keeps our customers here longer and more comfortable. I have included a short list of the event dates and a site map showing where we set the tent up. These events are a vital part of our business as well as reaching out to our community. Thank you for your consideration and time.

February 28th – Pre-Bike Week Kick Off. This event will be from 9am – 4pm. 20x40 tent, band, food, 1 or 2 other vendors will attend with 10x10 pop up tents.

April 23rd – 26th – Leesburg Bike Fest. Thur. 9am-6pm, Fri. 9am – 6pm, Sat. 9am – 6pm, Sun. 10am – 4pm. 20x40 tent, bands, food vendors, regular vendors with 10x10 tents. Will have security on the property Thursday, Friday, and Saturday night.

May 16th – Annual Memorial Day Ride. Food vendors, Band, 20x40 tent. 9am-4pm

June 6th – Store Anniversary Party. 9am – 4pm. Food vendors, band, 20x40 tent.

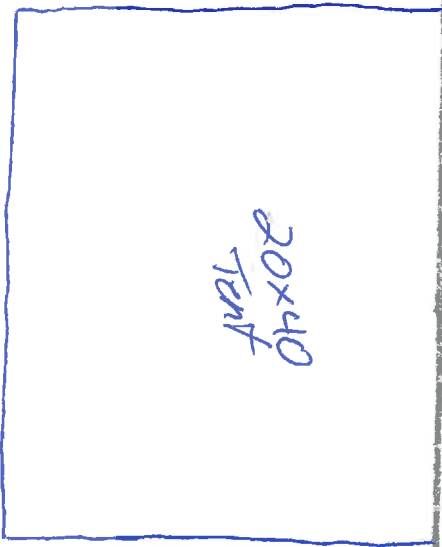
September? – Thunder in the Gardens. Charity event for Winter Garden Athletic League. Do not have a date nailed down yet. Food vendors, band, 20x40 tent.

October 24th – Open House event. Food vendors, band, 20x40 tent.

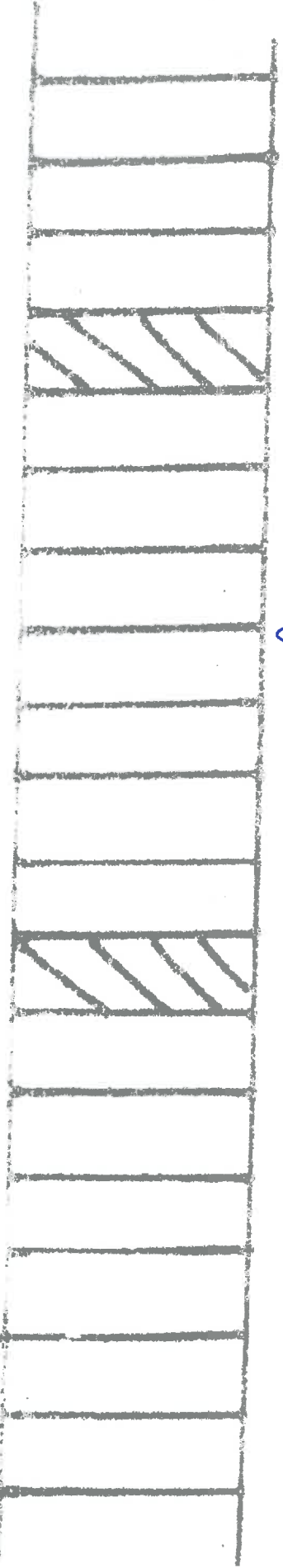
May have two more events that may require permits. Do not have dates at this time. Also, all vendors at these events use 10x10 pop-up tents. We usually don't know who is coming and who is not until the week before the event. Some events we do not have vendors come to at all anymore. Outside of food vendors, Leesburg will probably be the only event that we have quite a few vendors setting up.

Food + beverage
Vendor

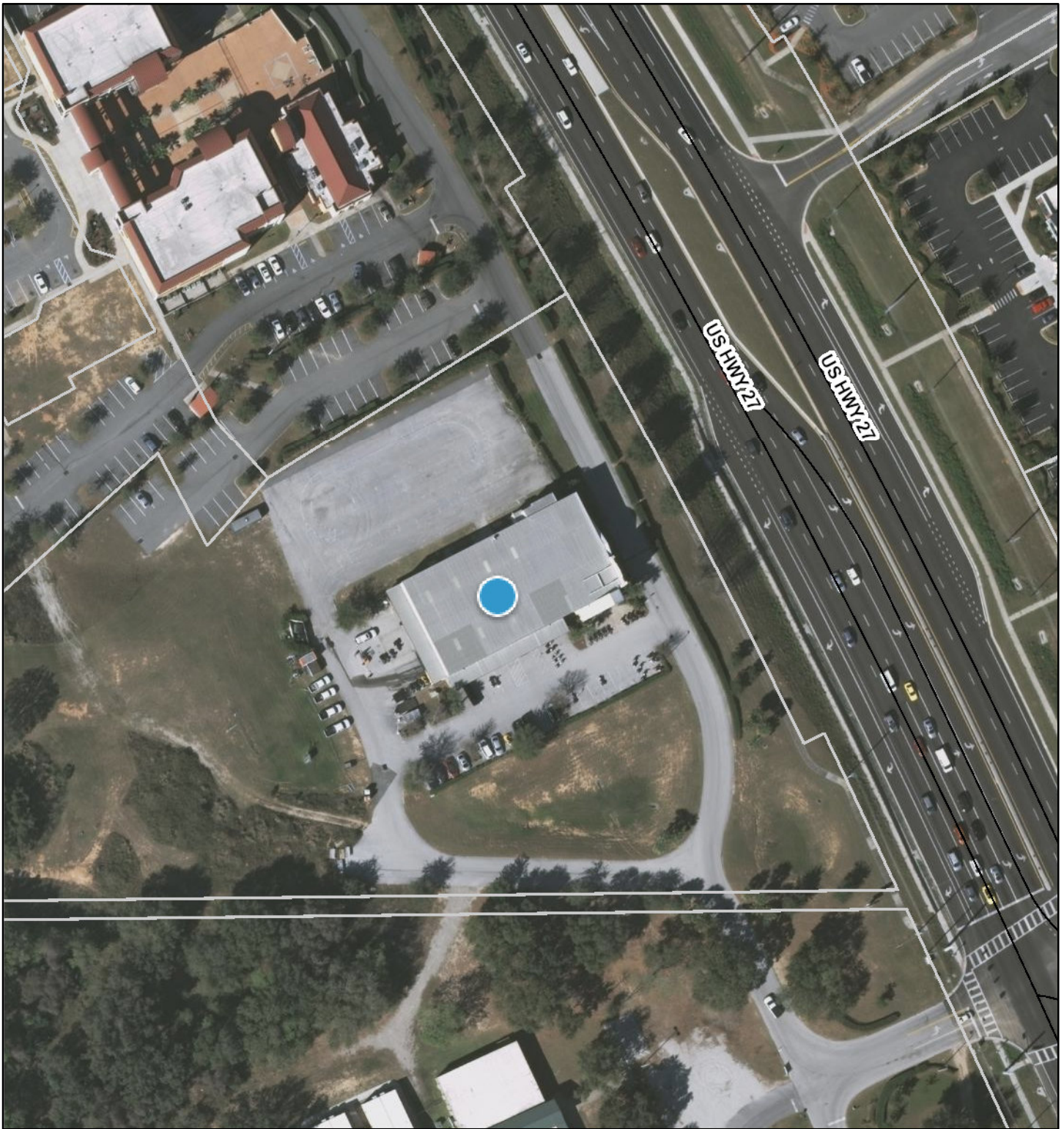
Band



10x10 Vendor locations



Stormy Hill Harley-Davidson



January 27, 2015

1:1,332



Override 1



Tax Parcels



Surrounding Counties

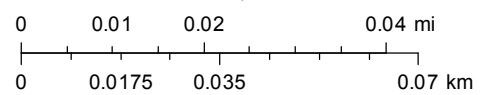


County Boundary

Street Names



Local Streets





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 10, 2015		
Agenda Item Name		
Variance Request <i>Clermont Hillside Terrace</i>		
Requested Action		
Move to deny variance request.		
Staff Report		
This request was first considered by the City Council at the January 13, 2015 meeting. After discussion, the request was postponed to February 10 to allow the applicant additional time to consider alternatives for the signs. The applicant is requesting an additional monument sign for the Clermont Hillside Terrace Shopping Center located at 2400 Highway 27. Per City Code, one monument sign per street frontage is permitted. The Clermont Hillside Terrace already has one monument sign near the corner of Brogden Drive and Highway 27. This 62-square-foot sign serves as the main monument sign for the center. The applicant is requesting a second monument sign to be located farther south on the property along Highway 27. This proposal would allow two monument signs on one street frontage. The applicant believes the proposed sign will provide better visibility. The current sign sits low on the parcel and is missed by many motorists. The other variance request is to allow the second monument sign to be larger than 50 percent of the allowed primary monument sign. Per City Code, a second sign is permitted on a second street frontage, but may only be constructed up to 50 percent of the allowed primary monument sign. Because the main monument sign is 62 square feet of the allowed 75 square feet, this would allow the second sign to be a total of 37.5 square feet. The applicant's proposal for a second monument sign is for 72 square feet. Again, the applicant maintains there is poor visibility onto the site, and this size sign will be the minimum needed to create a viable sign. Section 86-174 of the Land Development Code 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. Therefore, staff recommends denial of the variance requests by the applicant to the Clermont Land Development Code.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		

1.	Application	Application.pdf
2.	Aerial 1	Attachment 1.doc
3.	Location Map	Location Map.doc
4.	Review Criteria	Review Criteria.doc
5.	Legal ad	VAR Legal AD.docx



CITY OF CLERMONT
VARIANCE
Application

DATE: September 8, 2014

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): Clermont Hillside Terrace

APPLICANT: Jimmy D. Crawford

CONTACT PERSON: Jimmy D. Crawford

Address: 450 East Hwy. 50, Suite 4

City: Clermont State: Florida Zip: 34711

Phone: 352-394-7408 Fax: 352 394 7298

E-Mail: jimmy.crawford@mnagellaw.com

OWNER: Clermont Hillside Lender, LLC

Address: 11766 Wilshire Boulevard, Suite 325

City: Los Angeles State: California Zip: 90025

Phone: 310-806-6060 Fax: 310-806-6065

Address of Subject Property: 2400 US Hwy 27, Clermont, Florida 34711

General Location: US 27, West Side, North of
Harley Davidson.

Legal Description (include copy of survey): See Attached
Property Record Card

Land Use (City verification required): Commercial

Zoning (City verification required): C-2 + CUP (Res. No. 2011-02)

**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:
118-36(5) and 102-15(2)

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

- 2 additional wall signs, one additional ground sign.
- removal of 9 oaks and replacement with 9 Palms.

How does the Code create a hardship?

- By requiring landscaping which obscures signage and businesses, and by not considering terrain, topography and building design in sign code.

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

Variance requested – subject and code section: _____

Sec. 86-174. Review criteria and findings.

When reviewing an application for a variance, the 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 steep terrain on the parcel makes signage very difficult to see; and the construction plan for the center, which was necessitated by the steep terrain, makes individual business visibility poor.

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

As noted above, the condition is the hillside terrain of the property, protection of which is mandated by the Clermont City Code.

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;

Literal Interpretation deprives the applicant of the common rights of signage and business visibility that are available to others in the same zoning district, and 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;

The site is already developed; and the variance request is based on a desire to obtain business visibility for the viability of the center. The variances will actually cost the applicant more than \$20,000 to implement.

(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 necessary. The site has over 100 oak trees that are being left – only the nine oaks that interfere directly with sign visibility are being replaced. Further, the sign variance remains within the total square feet of signage allowed by the City 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 privilege granted, reasonable visibility of business frontage and signage, is the same privilege granted to other business in the 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 proposed variance, by staying within the signage size requirements of the code and leaving over 100 existing oaks, and replacing the nine oaks to be removed with palms, will maintain property values and the essential character of the area.

(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.

See response to #7 above. Further, the intent of the code to promote business opportunities while protecting the nature of the community is furthered by the requested variances, which will not be injurious to the surrounding community or detrimental to the public welfare.

**CITY OF CLERMONT
VARIANCE**

**Application
Page 4**

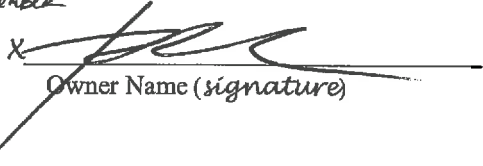
Jimmy D. Crawford

Applicant Name (print)

Clermont Hillside Lender, LLC
By: ELM Capital Partners, LLC Managing Member
Brad Mindlin, Manager

Owner Name (print)

X 
Applicant Name (signature)

X 
Owner Name (signature)

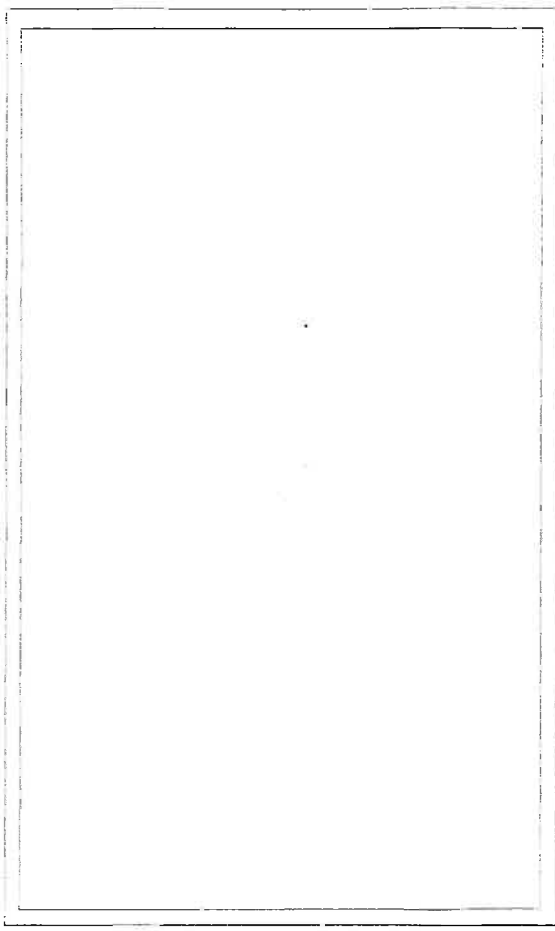
******* NOTICE *******

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

Illuminated Cabinet Double Sided

144"



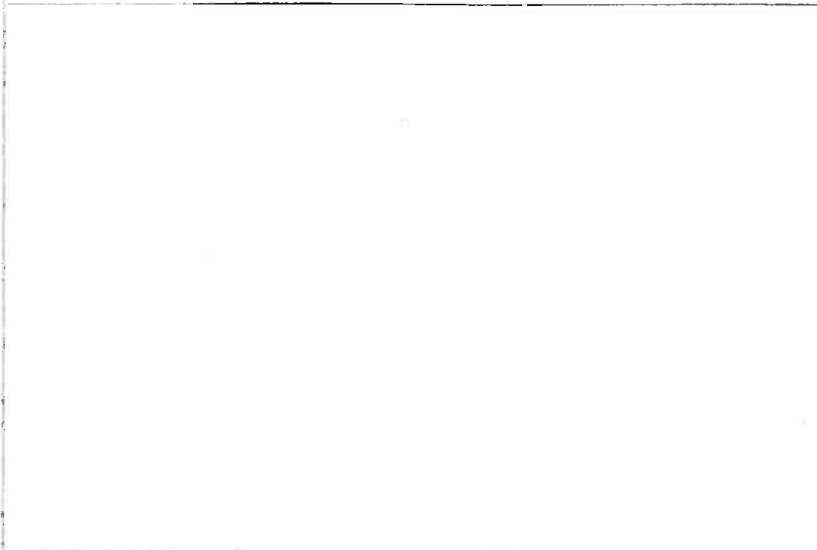
72"



180"



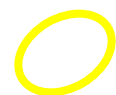
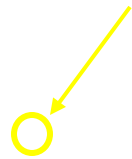
108"



72"



Existing Monument sign



Proposed Second Monument Sign

DEVELOPMENT NAME: Clermont Hillside Terrace

Location Map:



Exhibit 2

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 steep terrain on the parcel makes signage very difficult to see; and the construction plan for the center, which was necessitated by the steep terrain, makes individual business visibility poor.*

Staff comments: *The site is unique in that it was designed with several terrace walls that kept most of the natural topography of the land when developed.*

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: *As noted above, the condition is the hillside terrain of the property, protection of which is mandated by the Clermont City Code.*

Staff comments: *The requested variance is being requested by the owner and interested parties.*

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: *Literal interpretation deprives the applicant of the common rights of signage and business visibility that are available to others in the same zoning district, and work unnecessary and undue hardship on the applicant.*

Staff comments: *Based on individual circumstances...sign variances and landscaping variances have been approved by city council in the past.*

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 site is already developed; and the variance is based on a desire to obtain business visibility for the viability of the center. The variances will actually cost the applicant more than \$20,000 to implement.*

Staff comments: *The applicant /owner would have additional costs associated with this 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 necessary. The site has over 100 oak trees that are being left – only the nine oaks that interfere directly with sign visibility are being replaced. Further, the sign variance remains within the total square feet of signage allowed by code.*

Staff comments: *Based on the submitted plan, the variance would be the minimum necessary.*

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 privilege granted, reasonable visibility of business frontage and signage, is the same privilege granted to other business in the zoning district.*

Staff comments: *Based on individual circumstances...sign variances and landscaping variances have been approved by city council in the past.*

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 proposed variance, by staying within the signage size requirements of the code and leaving over 100 existing oaks, and replacing the nine oaks with palms, will maintain property values and the essential character of the area.*

Staff comments: *Staff does not feel the variance request will diminish the property value or alter the character of the site itself.*

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: *See response to #7 above. Further, the intent of the code to promote business opportunities while protecting the nature of the community is furthered by the requested variances, which will not be injurious to the surrounding community or detrimental to public welfare.*

Staff comments: *While the variance request is not in harmony with the general intent and purpose of the LDC, the additional monument sign and landscaping will not be detrimental to surrounding properties or public welfare.*

Positive finding

STAFF RECOMMENDATION for the Variances:

Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that there is one of the eight that does not meet these findings. Therefore, staff must recommend denial of this variance request an additional monument sign and a second sign larger than 50% of the allowed primary monument sign.

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following two variances: (1) to allow a second monument sign rather than one on a single street frontage - as required by the Land Development Code, Section 102-15 (a)(3); and (2) to allow a second monument sign to be greater than 50% of the primary monument sign - as required by the Land Development Code, Section 102-15(2), at the following location:

LOCATION

Clermont Hillside Terrace
2400 South Highway 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, January 13, 2015 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
January 6, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 10, 2015		
Agenda Item Name		
Ordinance No. 2015-04; <i>Final</i>		
Requested Action		
Move to approve Ordinance No. 2015-04.		
Staff Report		
In 2000, Lake County began providing emergency and ambulance services in Lake County and created a Municipal Service Taxing Unit to fund the services. The City of Clermont may be included within the service boundary by adopting an ordinance. The term of the ordinance is for three years. Staff recommends approval.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance 2015-04 2015-04 MSTU.docx		
2. Ad 2015-04 Ordinance MSTU.doc		

CITY OF CLERMONT
ORDINANCE NO. 2015-04

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTED PURSUANT TO SECTION 125.01(l)(q), FLORIDA STATUTES (1999), CONSENTING TO THE INCLUSION OF THE CITY OF CLERMONT, FLORIDA, WITHIN THE COUNTY-WIDE MUNICIPAL SERVICE TAXING UNIT FOR THE PROVISION OF AMBULANCE AND EMERGENCY MEDICAL SERVICES, AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; PROVIDING FOR THE CITY TO BE INCLUDED WITHIN SAID MUNICIPAL SERVICE TAXING UNIT FOR A SPECIFIED TERM OF YEARS; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE AND PUBLICATION.

WHEREAS, Lake County has taken action to create a non-profit corporation to provide ambulance services in Lake County effective September 30, 2000; and

WHEREAS, Lake County has determined that the best mechanism to secure the necessary funding to provide said ambulance services is to create a countywide municipal service taxing unit authorizing the County to levy ad valorem taxes therein for the provision of ambulance and emergency medical services, and has enacted an emergency ordinance creating that municipal service taxing unit; and

WHEREAS, Section 125.01(l)(q), Florida Statutes, provides that the boundaries of a municipal service taxing unit may include all or part of the boundaries of a municipality if the affected municipal consents, by ordinance, to be included therein; and

WHEREAS, the City Council of the City of Clermont has determined that it is in the best interest of and serves the health, safety and general welfare of the residents of Clermont to include the City of Clermont within the Lake County municipal service taxing unit for ambulance and emergency services; and

WHEREAS, Lake County's emergency ordinance expressed its intent to include the City of Clermont within the boundaries of the "Lake County Municipal Service Taxing Unit for Ambulance and Emergency Medical Services," subject to the adoption of an approving ordinance by the City Council of the City of Clermont;

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

SECTION 1.

The City Council of the City of Clermont consents to the inclusion of the City of Clermont within the boundaries of the "Lake County Municipal Service Taxing Unit for Ambulance and Emergency Medical Services."

CITY OF CLERMONT
ORDINANCE NO. 2015-04

SECTION 2.

This consent shall be for a term of three (3) years.

SECTION 3.

All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed.

SECTION 4.

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 5.

This Ordinance shall take effect immediately upon final adoption by the City Council of the City of Clermont, Florida.

CITY OF CLERMONT
ORDINANCE NO. 2015-04

PASSED AND ADOPTED BY the City Council of the City of Clermont,
Lake County, Florida on this 10th day of February, 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. 2015-04

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTED PURSUANT TO SECTION 125.01(l)(q), FLORIDA STATUTES (1999), CONSENTING TO THE INCLUSION OF THE CITY OF CLERMONT, FLORIDA, WITHIN THE COUNTY-WIDE MUNICIPAL SERVICE TAXING UNIT FOR THE PROVISION OF AMBULANCE AND EMERGENCY MEDICAL SERVICES, AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; PROVIDING FOR THE CITY TO BE INCLUDED WITHIN SAID MUNICIPAL SERVICE TAXING UNIT FOR A SPECIFIED TERM OF YEARS; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE AND PUBLICATION.

A public meeting to introduce will be held before the City Council on Tuesday, January 27, 2015 at 7:00pm.

A meeting to consider the Ordinance will be held before the City Council on Tuesday, February 10, 2015 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
January 27, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date								
Tuesday, February 10, 2015								
Agenda Item Name								
Ordinance No. 2015-05; <i>Final</i>								
Requested Action								
Move to approve Ordinance No. 2015-05								
Staff Report								
The Police Officers Pension Plan contains a provision to allow members to retire due to an off-duty disability. One of the options to determine the off-duty disability benefit amount that has been in place since 2001 was to base the benefit amount on 25% of the members' average annual compensation. In 2012, the benefit percentage was incorrectly changed to 42% because of a typographical error. The change was not discussed by the Police Officers Pension Board or with the Police Officers union. The benefit percentage for an on-duty disability is 42%, but it is standard that the percentage for an off-duty disability be lower than the on-duty disability benefit. Ordinance No. 2015-05 is proposed to correct the off-duty disability benefit percentage back to the previous 25%.								
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>Ordinance No. 2015-05</td><td>Ordinance No. 2015-05 - 2-10-15.doc</td></tr><tr><td>2.</td><td>Ad</td><td>2015-05 Police Pension.doc</td></tr></table>			1.	Ordinance No. 2015-05	Ordinance No. 2015-05 - 2-10-15.doc	2.	Ad	2015-05 Police Pension.doc
1.	Ordinance No. 2015-05	Ordinance No. 2015-05 - 2-10-15.doc						
2.	Ad	2015-05 Police Pension.doc						

CITY OF CLERMONT
ORDINANCE No. 2015-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF CLERMONT POLICE OFFICERS' PENSION TRUST FUND, AS ADOPTED BY ORDINANCE NO. 304-C; PROVIDING PLAN BENEFIT REVISIONS; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Clermont Police Officers' are presently provided pension and certain other benefits under Code Ordinance No. 304-C and;

WHEREAS, the City Council desires to restate the provisions of the Police Officers' Retirement Plan;

SECTION 1.

NOW, THEREFORE BE IT ORDAINED, by the City Council of the City of Clermont, Florida that Section H2 (Disability Benefits Off-Duty) of the Police Officers' Retirement Plan Adoption Agreement shall be amended to read as follows (note strikethrough indicates removed words and underlined indicates added):

A member determined to be totally and permanently disabled from a non-service connected injury or disease must have completed at least ten (10) years of service.

A member determined to be totally and permanently disabled from a non-service connected injury or disease and who has completed the required years of service will receive the greater of (a) the accrued benefit, (b) the accumulated contributions at 5% interest or (c) 42% 25% of average compensation.

A member determined to be totally and permanently disabled from a non-service connected injury or disease and who has not completed the required years of service shall receive a return of employee contributions with 5% interest.

SECTION 2. _

Any portion of the City of Clermont Code or any ordinance or part thereof in conflict with this ordinance is hereby repealed to the extent of such conflict.

CITY OF CLERMONT
ORDINANCE No. 2015-05

SECTION 3.

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 4.

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. 2015-05

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 2015-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF CLERMONT POLICE OFFICERS' PENSION TRUST FUND, AS ADOPTED BY ORDINANCE NO. 304-C; PROVIDING PLAN BENEFIT REVISIONS; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

A public meeting to introduce the ordinance will be held before the City Council on Tuesday, January 27, 2015 at 7:00pm.

A public meeting to consider the ordinance will be held before the City Council on Tuesday, February 10, 2015 at 7:00pm 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 8:00am 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
January 27, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 10, 2015		
Agenda Item Name		
Ordinance No. 2015-06, <i>Final</i>		
Requested Action		
Move to approve Ordinance 2015-06.		
Staff Report		
This ordinance will grant a non-exclusive Commercial Garbage Collection Franchise to NRC Construction, Inc. for commercial collection. NRC Construction, Inc. 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 NRC Construction, Inc.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	2015-06 NRC Construction.pdf	
2. Insurance	NRC insurance.pdf	
3. Ad	2015-06 NRC garbage franchise.pdf	

CITY OF CLERMONT
ORDINANCE No. 2015-06

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 NRC CONSTRUCTION INC., 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 NCR Construction, Inc., 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 NCR Construction, Inc., and NCR Construction, Inc. 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. 2015-06

SECTION 4.

NCR Construction, Inc. shall be an independent contractor and shall enter into a contract with City that provides, among other things, that NCR Construction, Inc. 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 NCR Construction, Inc., its agents, servants or employees, within or without the city limits. NCR Construction, Inc. 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 NCR Construction, Inc., 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.

NCR Construction, Inc. 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 NCR Construction, Inc. shall be in full force and effect until February 10, 2016, 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.

NCR Construction, Inc. 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. 2015-06

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. 2015-06

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 10th day of February, 2015.

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. 2015-06

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 10th day of February, 2015, by and between the City of Clermont, Florida (“City”), and NCR Construction, Inc., whose address is 2913 East Waco Drive, Deltona, FL 32738 (“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. 2015-06, 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. 2015-06

SECTION 3 Incorporation of the Ordinance.

The Franchise granted hereunder is issued pursuant to and subject to the provisions of the Ordinance No. 2015-06 as passed on February 10, 2015, 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. 2015-06

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. 2015-06

- (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 July 10, 2013, 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. 2015-06

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:	NCR Construction, Inc. Attention: Nate Carr 2913 East Waco Drive Deltona, FL 32738
----------	---

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. 2015-06

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)
01/15/2015

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 Petrucchi Agency, Inc 1199 Us Highway 1 Ste 10 Rockledge FL 32955-2727	CONTACT NAME: Aleyda Santana		
	PHONE (A/C, No, Ext): 407-380-7171	FAX (A/C, No): 407-380-7181	
	E-MAIL ADDRESS: aleyda@petrucchiinsurance.com		
INSURED NRC Construction Inc ID 677838 2913 E Waco Drive Deltona FL 32738	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ESSEX INSURANCE COMPANY		
	INSURER B: SCOTTSDALE INSURANCE COMPANY		
	INSURER C: MADISON INSURANCE COMPANY		
	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/SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒ COMMERCIAL GENERAL LIABILITY	☒	3DW6651	11/19/2014	11/19/2015	EACH OCCURRENCE	\$ 1,000,000	
	☐ CLAIMS-MADE ☒ OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 100,000		
		MED EXP (Any one person)				\$ 5,000		
		PERSONAL & ADV INJURY				\$ 1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000	
	☐ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COM/PROP AGG	\$ 2,000,000	
	OTHER:						\$	
	AUTOMOBILE LIABILITY	☐				COMBINED SINGLE LIMIT (Ea accident)	\$	
	☐ ANY AUTO	☐ SCHEDULED AUTOS				BODILY INJURY (Per person)	\$	
	☐ ALL OWNED AUTOS	☐ NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$	
	☐ HIRED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
B	☒ UMBRELLA LIAB	☒	XBS0045682	11/19/2014	11/19/2015	EACH OCCURRENCE	\$ 2,000,000	
	☐ EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE	\$ 2,000,000	
	☐ DED ☐ RETENTION \$						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐	WCV 0009227 00	02/28/2014	02/28/2015	☒ PER STATUTE ☐ OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED AS PER ENDORSEMENT MEGL 0009-01 04 11: AS TO GENERAL LIABILITY

CERTIFICATE HOLDER

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

CANCELLATION

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

© 1983-2014 ACORD CORPORATION. All rights reserved.

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 2015-06

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 NRC CONSTRUCTION, INC.; 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.

A public meeting to introduce the ordinance will be held before the City Council on Tuesday, January 27, 2015 at 7:00pm.

A public meeting to consider the ordinance will be held before the City Council on Tuesday, February 10, 2015 at 7:00pm 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 8:00am 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
January 27, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date											
Tuesday, February 10, 2015											
Agenda Item Name											
Variance Request <i>Granny Nannies</i>											
Requested Action											
Move to deny variance request.											
Staff Report											
The applicant proposes to expand an office building that has been converted for use as an adult daycare center. The new expansion will consist of a 250 square-foot screen room on the back of the building extending out into the parking area. The proposed screen room will block two existing parking stalls that were originally required by code. In August 2013, the applicant was granted a parking variance for three parking stalls (from a required 19 spaces to 16 spaces). This previous variance request was a result of adding a 200 square-foot addition to the back of the building. The current City Code requires one parking space for every 200 square feet of floor area, which would result in a requirement of two additional parking spaces. This leaves a total deficit of five parking spaces on the site; including the previous 2013 parking variance. The applicant believes the shortage of spaces will not be detrimental because of the type of business that is operated (adult day care). City council has approved similar variance requests in the past, however, Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that there are two that do not meet these findings. Therefore, staff must recommend denial of this variance request for reduced parking.											
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>Application</td><td>Application.pdf</td></tr><tr><td>2.</td><td>Site Plan</td><td>Site Plan.pdf</td></tr><tr><td>3.</td><td>Aerial 1</td><td>Location Map.doc</td></tr></table>			1.	Application	Application.pdf	2.	Site Plan	Site Plan.pdf	3.	Aerial 1	Location Map.doc
1.	Application	Application.pdf									
2.	Site Plan	Site Plan.pdf									
3.	Aerial 1	Location Map.doc									

4.	Review Criteria	Variance Findings.doc
5.	Legal Ad	VAR Legal AD.docx



CITY OF CLERMONT
VARIANCE
Application

DATE: 01/14/2015

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): Granny Nannies

APPLICANT: For Those Who Care, Inc. / Mary Lou Wieloszynski, Pres.

CONTACT PERSON: Mary Lou Wieloszynski

Address: 1150 W. Minneola Ave.

City: Clermont State: FL Zip: _____

Phone: (352) 536-2511 Fax: _____

E-Mail: grannynanniesmlw@cfl.rr.com

OWNER: Same As Applicant

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Address of Subject Property: 1150 W. Minneola Ave.

General Location: North side of Minneola Ave.
second driveway east of 12th Street.

Legal Description (include copy of survey): Johnson's Replat, E 1/2
of Lot 21, Lot 22, Block 120, P.B. 8, Pg 71.

Land Use (City verification required): Downtown MU

Zoning (City verification required): C-1

**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:

Chapter 98, Section 14 - Parking and Vehicular
Use Areas

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

We propose to construct an aluminum covered screened patio behind the existing building for the use and enjoyment of our clients. This patio is to be constructed in the parking lot area and will block the use of (a) existing parking spaces. The patio could be dismantled to restore the use of the parking spaces in the unlikely event the building use changes in the future.

How does the Code create a hardship?

The LDR's dictate a "one parking space per 200 sq.ft" standard for commercial buildings regardless of the actual use of a specific building. Our building is being used as an adult day care facility. After being in business at this location for 2 years it is obvious that we do not ~~utilize~~ utilize nor require that many parking spaces. We opine that a far better use of the parking lot area would be as a patio to allow our clients to enjoy the Florida sunshine.

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

Variance requested - subject and code section: Section 98-14 - Min.
Parking requirements

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;

Our building is not being used as a standard commercial/retail operation that requires the one per 200 sf parking allocation.

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

The requested variance would allow our clients to enjoy the Florida Sunshine in an Aluminum covered screened patio.

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;

Literal interpretation of the Code requires an unused parking lot that could be better utilized as an aluminum covered screened patio. Our adult daycare clients do not drive themselves to our facility. They are dropped off and picked up at various times during the day.

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

The various request will allow our clients to enjoy the Florida sunshine in an area that is otherwise never utilized. Building the aluminum covered screened patio will actually increase our costs.

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

The variance requested is the minimum required to allow the ~~par~~ pavement to be utilized as an aluminum covered screened patio.

(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 variance requested would allow the existing pavement to be utilized as an aluminum covered screened patio and could dismantled and the parking restored, if necessary

(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 requested would not diminish property values.

(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 granting of the variance will not be detrimental to the public welfare.

**CITY OF CLERMONT
VARIANCE**

Application

Page 4

For Those Who Care Inc.
dba Granny Nannies

Mary Lou Wieloszynski

Applicant Name (print)

x

Mary Lou Wieloszynski Pres/CEO

Applicant Name (signature)

Mary Lou Wieloszynski

Owner Name (print)

x

Mary Lou Wieloszynski Pres/CEO

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.

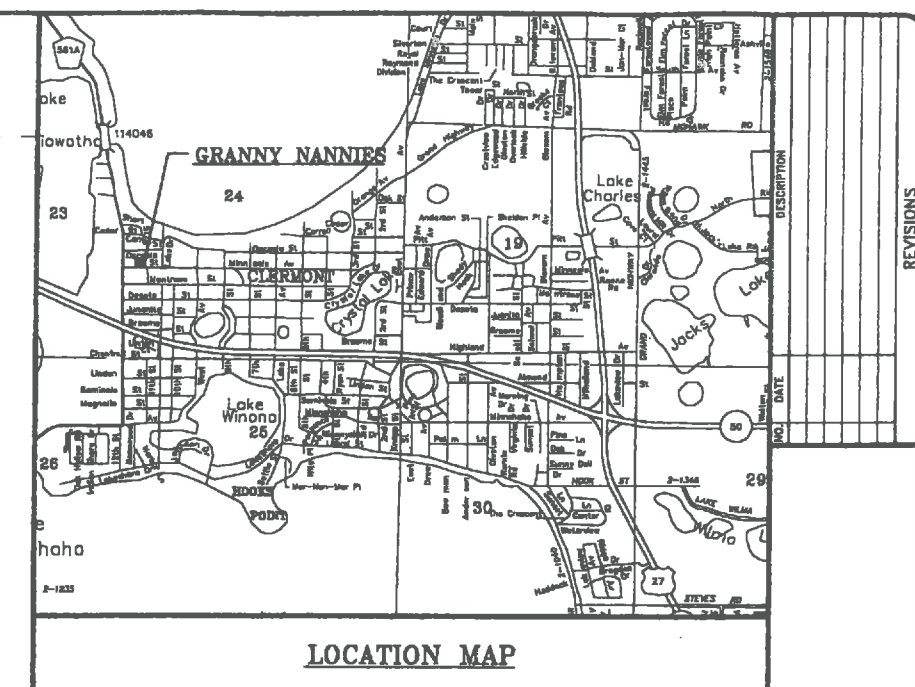
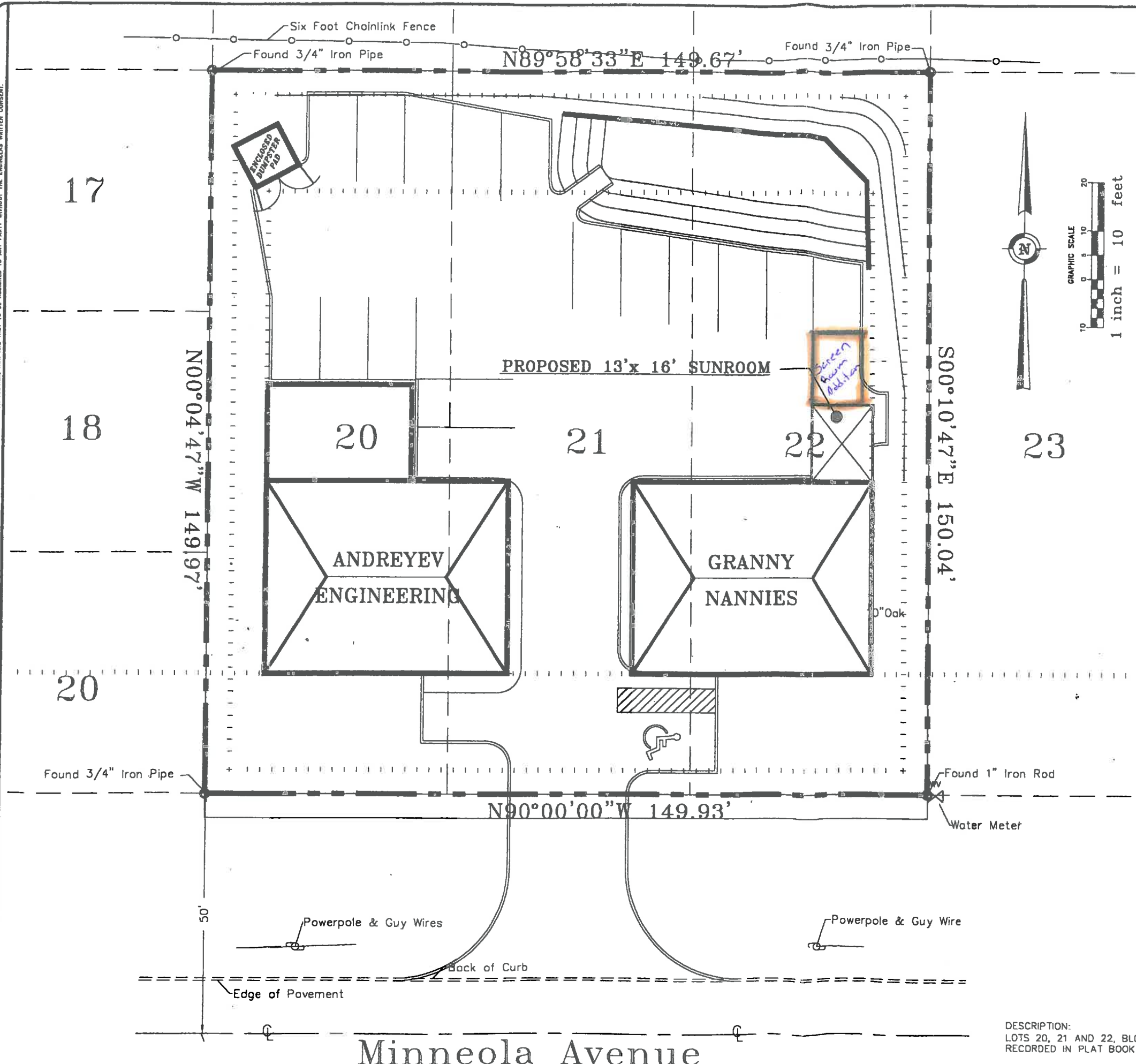
685 W. Montrose St.

P.O. Box 120219

Clermont, FL. 34712-0219

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

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PROJECT CHARACTERISTICS

EXISTING ZONING.....C-1

PROPOSED SERVICES:

DRINKING WATER.....City of Clermont

SEWAGE DISPOSAL.....City of Clermont

ELECTRIC.....Duke Energy

NATURAL GAS.....Lake Apopka Natural Gas District

TELEPHONE.....Century Link

GARBAGE DISPOSAL.....Local service contract

FIRE PROTECTION.....Clermont Fire Dept.

POLICE PROTECTION.....Clermont Police Dept.

MINIMUM BUILDING SETBACK REQUIREMENTS:

FROM RIGHTS-OF-WAY.....25'

FROM REAR PROPERTY LINES.....25'

FROM SIDE PROPERTY LINES.....12'

NOTE: PARKING VARIANCE GRANTED BY CLERMONT CITY COUNCIL

10/8/13
CITY OF CLERMONT

Minneola Avenue

DESCRIPTION:
LOTS 20, 21 AND 22, BLOCK 120, JOHNSON'S REPLAT, CITY OF CLERMONT, AS
RECORDED IN PLAT BOOK 8, PAGE 71, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

RICK MCCOY
STATE OF FLORIDA
PROFESSIONAL ENGINEER
No. 12345

McCOY & ASSOCIATES ENGINEERS & LAND PLANNERS 732 4th STREET CLERMONT, FL 34711 (352) 384-5756 rmmc@ccf.com	
SUNROOM ADDITION GRANNY NANNIES Soc. 25; Trp. 225; Rte. 252, City of Clermont, Lake County, FL. OWNER For ThoseWhoCare, Inc. / Mary Lou Wolezynski, Pres. 1150 West Minneola Ave., Clermont, FL 34711	
JOB NO.	13-013
DATE	Oct. 2013
DES. BY:	RMc
DRAW. BY:	RMc
CHK'D BY:	
APP'D BY:	
SHEET	

Location Map:



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: *Our building is not being used as a standard commercial/ retail operation that requires the one per 200 sf parking allocation..*

Staff comments: *Special conditions are not demonstrated.*

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 requested variance would allow our clients to enjoy the Florida sunshine in an aluminum covered screen patio.*

Staff comments: *The applicant has created this situation and is proposing to expand a building that cannot meet parking requirements.*

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: *Literal interpretation of the code requires an unused parking lot that could be better utilized as an aluminum covered patio. Our adult daycare clients do not drive themselves to our facility. They are dropped off and picked up at various times during the day.*

Staff comments: *Based on individual circumstances... parking stall reductions have been approved by city council in the past.*

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 will allow our clients to enjoy the Florida sunshine in an area that is otherwise never utilized. Building the aluminum covered screen patio will actually increase our costs.*

Staff comments: *The parking stall reduction does not appear to reduce the cost of overall development.*

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 request is the minimum required to allow the pavement to be utilized as an aluminum covered screen patio.*

Staff comments: *Staff feels this variance request would be the minimum necessary.*

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 variance requested would allow the existing pavement to be utilized as an aluminum covered screen patio and could be dismantled and the parking restored if necessary.*

Staff comments: *Based on individual circumstances... parking stall reductions have been approved by city council in the past.*

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 requested will not diminish property values.*

Staff comments: *Staff does not feel the parking stall reduction will diminish any property values in 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 granting of the variance will not be detrimental to the public welfare.*

Staff comments: *While the variance request is not in harmony with the general intent and purpose of the LDC, the reduction for 2 parking stalls will not be detrimental to surrounding properties or public welfare.*

Positive finding

STAFF RECOMMENDATION for the Variance:

City council has approved similar variance requests in the past, however, Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that there are two that do not meet these findings. Therefore, staff must recommend denial of this variance request for reduced parking.

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variance: To allow less than one parking space per 200 square feet of space for an office building - as required by the Land Development Code, Section 98-14, at the following location:

LOCATION

1150 W. Minneola Ave.
Alternate Key 3785912

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, February 10, 2015 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
February 3, 2015