



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, March 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

PRESENTATIONS

Quarterly Financial Presentation

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 - Contract Award

Consider request to piggyback the St. Johns County contract with Pierce Manufacturing, Inc. and Ten-8 Fire Equipment, Inc. to purchase one Velocity 100' Aerial Fire Apparatus and related EMS equipment in the amount of \$1,092,127.

Item No. 2 - Contract Award

Consider request to piggyback the City of Miami contract with Signal Technology Enterprises, Inc. d/b/a Public Safety USA to provide emergency vehicle equipment installation.

Item No. 3 - Contract Award

Consider request to piggyback Florida Sheriffs Association contract with Ring Power Corporation to purchase one hydraulic excavator in the total amount of \$58,090.

Item No. 4 - Event Request

Consider request to allow open alcoholic beverage containers during the Sommer Sports 2015 race season.

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

Item No. 5 - Resolution No. 2015-10	Consider request to approve a Reserves Policy.
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UNFINISHED BUSINESS

Item No. 6 - Resolution No. 2015-04	Consider request for a Conditional Use Permit to allow an outdoor commercial ice machine/vending unit in the C-2 General Commercial zoning district at Westgate Plaza.
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Item No. 7 - Ordinance No. 2015-02; <i>Final Withdrawn</i>	Consider adoption of Ordinance to provide for electronic message signage to be used in the changeable copy portion of signs.
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Item No. 8 - Ordinance No. 2015-08; <i>Final</i>	Consider approval of Ordinance to change City Code to allow City Council to set the meeting schedule for the Planning and Zoning Commission.
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Item No. 9 - Ordinance No. 2015-16, <i>Final</i>	Consider adoption of a non-exclusive commercial garbage franchise agreement with Good Fella's Roll Off Waste Disposal, Inc.
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NEW BUSINESS

Item No. 10 - Ordinance No. 2015-07; <i>Introduction</i>	Consider introduction of Ordinance for adoption of Intergovernmental Coordination Element (ICE) Comprehensive Plan Amendment.
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Item No. 11 - Ordinance No. 2015-09; <i>Introduction</i> State Farm	Consider introduction of Ordinance to close easement for the State Farm property.
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Item No. 12 - Ordinance No. 2015-10; <i>Introduction</i> Toyota of Clermont	Consider introduction of Ordinance to annex property located at 16851 State Road 50, in accordance with the Interlocal Service Boundary Agreement (ISBA).
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**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, March 10, 2015**

Item No. 13 - Ordinance No. 2015-11;
Introduction
Toyota of Clermont

Consider introduction of Ordinance to change the future land use from Lake County Regional Commercial to City Commercial for property located at 16851 State Road 50.

Item No. 14 - Ordinance No. 2015-12;
Introduction
Toyota of Clermont

Consider introduction of Ordinance to change the zoning from UE Urban Estate to C-2 General Commercial for property located at 16851 State Road 50.

Item No. 15 - Ordinance No. 2015-13;
Introduction
Plaza Collina

Consider introduction of Ordinance to annex property located north of State Road 50, west of the Orange County line, and south of Old Highway 50.

Item No. 16 - Ordinance No. 2015-14;
Introduction
Plaza Collina

Consider introduction of Ordinance to change the future land use from Lake County Regional Commercial to City of Clermont Commercial for property located north of State Road 50, west of the Orange County line, and south of Old Highway 50.

Item No. 17 - Ordinance No. 2015-17;
Introduction
Dougherty

Consider introduction of Ordinance to annex property located on Highway 50, east of Highway 27.

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

Item No. 18 - Ordinance 2015-18; *Introduction*
Dougherty

Consider introduction of Ordinance to change the future land use from Lake County Regional Commercial to City of Clermont Commercial for property located east of Ford of Clermont, south of State Road 50, and west of Sandy Grove Avenue.

Item No. 19 - Ordinance 2015-19; *Introduction*
Dougherty

Consider introduction of Ordinance to change the zoning from UE Urban Estate to C-2 General Commercial, for property located east of Ford of Clermont, south of State Road 50, and west of Sandy Grove 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

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Meeting Date		
Tuesday, March 10, 2015		
Agenda Item Name		
Contract Award		
Requested Action		
Move to approve piggyback contract from St. Johns County with Pierce Manufacturing, Inc. and Ten-8 Fire Equipment, Inc. to purchase one Velocity 100' Aerial Fire Apparatus and related EMS equipment respectively in the amount of \$1,092,127.		
Staff Report		
The Purchasing Division and the Fire Department recommend approval of the above action. At the request of the Fire Department, the Purchasing Division sought a contract from St. Johns County to purchase one Pierce Velocity 100-foot Aerial Fire Apparatus and related EMS equipment. In accordance with the direction of City Council, the Purchasing Division issued a Request for Interest (RFI) number 1511-006 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Division received no interest. Based on this, staff recommends that Council approve to piggyback the St. Johns County contract. The St. Johns County contract was obtained through a full competitive solicitation and complies with the City of Clermont Purchasing Policy. The current year approved budget includes \$1,250,000 for the purchase of this vehicle. In addition, the budget includes the city obtaining an external bank loan to provide the funding for this purchase. Staff is proposing as an alternative, the internal loan from the Sanitation Fund (\$1,203,628) that was intended for the Police Station construction, be used for the fire truck purchase instead. The funds needed for the Police Station would then be obtained through a long term financing arrangement.		
Additional Analysis		
Fiscal Impact Summary		
The purchase is included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$1,092,127.00	10522-66400	\$1,250,000.00
Exhibits Attached (copies of original agreements)		
1. RFI 1511-006 RFI 1511-006.pdf		



REQUEST FOR INFORMATION

Intent to Utilize the St. Johns County Contract for Fire Apparatus and Special Application Vehicles

CONTACT INFORMATION: Freddy Suarez, MPA, CPPB Purchasing Manager EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7386	RFI No. 1511-006	ISSUED DATE: November 24, 2014
SOLICITATION RESPONSE: Responses will be received until the response due date specified above or as otherwise amended. No late responses will be accepted. Responses may be submitted electronically to the Purchasing Manager by email. Hardcopy responses may be delivered to: City of Clermont Purchasing Division, 685 West Montrose Street, 2 nd Floor, Clermont, FL 34711.		

NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>December 4, 2014 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>

This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contract. **This is not an invitation to submit a bid or quote.** If no local vendor responds to the RFI, the Purchasing Division will proceed with utilizing the referenced contract. Local vendor is defined as businesses located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

1 – PIGGYBACK CONTRACT INFORMATION

- (a) Contract Number & Title: RFP 07-53, Fire Apparatus and Special Application Vehicles.
- (b) Contractor(s): Pierce Manufacturing, Inc. and Ten-8 Fire Equipment, Inc.
- (c) Length of Contract: Expires February 28, 2017.
- (d) City Department(s): Fire.
- (e) Product or Service Provided: Provides for the purchase of one Pierce Velocity 100' Aerial Platform Fire Apparatus and EMS equipment for the Clermont Fire Department.

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Purchasing Division by email or by mail prior to the "Response Due Date" indicated above to advise whether your company can provide any of the items/services listed.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the commodities described. **Respondents are not to provide pricing.** All responses will be evaluated by the Purchasing Division and the Department requesting the supplies or services.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 10, 2015		
Agenda Item Name		
Contract Award		
Requested Action		
Move to approve piggyback from City of Miami with Signal Technology Enterprises, Inc. d/b/a Public Safety USA to provide emergency vehicle equipment installation.		
Staff Report		
The Purchasing Division and the Police Department recommend approval of the above action. At the request of the Police Department, the Purchasing Division sought a contract from the City of Miami to obtain the services to purchase and install emergency vehicle equipment. In accordance with the direction of City Council, the Purchasing Division issued a Request for Interest (RFI) number 1502-005 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Division received no interest. Based on this, staff recommends that Council approve to piggyback the City of Miami contract. The City of Miami contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
Contract costs are included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 1502-005	RFI 1502-005.pdf	
2. Contractor Agreement	Signal Technology Enterprises.doc	
3. City of Miami Contract	City of Miami Contract Award.pdf	



REQUEST FOR INFORMATION

Intent to Utilize the City of Miami Contract for the Purchase and Installation of Emergency Vehicle Equipment

CONTACT INFORMATION: Freddy Suarez, MPA, CPPB Purchasing Manager EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7386	RFI No. 1502-005	ISSUED DATE: February 16, 2015
	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>February 24, 2015 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	
SOLICITATION RESPONSE: Responses will be received until the response due date specified above or as otherwise amended. No late responses will be accepted. Responses may be submitted electronically to the Purchasing Manager by email. Hardcopy responses may be delivered to: City of Clermont Purchasing Division, 685 West Montrose Street, 2 nd Floor, Clermont, FL 34711.		

This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contract. **This is not an invitation to submit a bid or quote.** If no local vendor responds to the RFI, the Purchasing Division will proceed with utilizing the referenced contract. Local vendor is defined as businesses located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

1 – PIGGYBACK CONTRACT INFORMATION

- (a) Contract Number & Title: Bid No. 270252(16), Purchase and/or Installation of Additional Emergency Vehicle Equipment.
- (b) Contractor(s): Signal Technology Enterprises, Inc. d/b/a Public Safety USA.
- (c) Length of Contract: Expires February 1, 2016.
- (d) City Department(s): Police.
- (e) Product or Service Provided: Provides for the purchase and/or installation of emergency vehicle equipment for the Clermont Police Department.

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Purchasing Division by email or by mail prior to the "Response Due Date" indicated above to advise whether your company can provide any of the items/services listed.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the commodities described. **Respondents are not to provide pricing.** All responses will be evaluated by the Purchasing Division and the Department requesting the supplies or services.

CONTRACTOR AGREEMENT FOR
PURCHASE AND/OR INSTALLATION OF EMERGENCY VEHICLE EQUIPMENT

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 "CITY"), and Signal Technology Enterprises, Inc. d/b/a Public Safety USA, a Corporation authorized to conduct business in the State of Florida, 420 W. 27 Street, Hialeah, FL 33010 (hereinafter referred to as "CONTRACTOR").

WHEREAS, City of Miami, Florida issued Bid No.: 270252(16) for the purchase and/or installation of additional emergency vehicle equipment;

WHEREAS, based on CONTRACTOR's response, City of Miami entered into an Agreement with CONTRACTOR which currently is in effect until February 1, 2016;

WHEREAS, CITY desires to utilize the CONTRACTOR's contract with City of Miami in accordance with CITY's procurement policy; and

WHEREAS, CONTRACTOR desires to enter into a contract with CITY based on the terms and conditions of City of Miami Bid No.: 258233(16).

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, materials, equipment, machinery, tools, apparatus and transportation as requested by CITY by purchase order and as described in City of Miami Bid No. 270252(16), which is attached hereto and incorporated herein as Exhibit "A" and shall do everything required by this Agreement and the other Agreement Documents contained in the specifications, which are a part of these Documents. Provided, however, that nothing herein shall require CITY to purchase or acquire any items or services from CONTRACTOR. To the extent of a conflict between this Agreement and the CITY's Purchasing Policy and Exhibit "A", the terms and conditions of this Agreement and the CITY's Purchasing Policy shall prevail and govern.

ARTICLE II – THE CONTRACT SUM

CITY shall pay CONTRACTOR, for the faithful performance of the Agreement as set forth in the Agreement documents and the Unit Price Schedule an amount in accordance with the compensation schedule set forth in Exhibit 'B', attached hereto and incorporated herein.

ARTICLE III – TERM AND TERMINATION

1. This Agreement is to become effective upon execution by both parties, and shall remain in effect until February 1, 2016.

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

ARTICLE IV - COMMENCEMENT AND COMPLETION OF WORK

The CONTRACTOR shall provide all equipment and related services in the timeframe as set forth in the applicable purchase order.

ARTICLE V - PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, CONTRACTOR shall submit a payment request by the third (3rd) day of each calendar month for items provided during the preceding calendar month. CITY shall make payment to the CONTRACTOR, within thirty (30) calendar days, on the basis of a duly certified and approved payment invoice by the CITY for items provided and accepted by the CITY.

ARTICLE VI – 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 CITY 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 Clermont, Lake County, Florida, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE VII – 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 Agreement at the site of the Project is not protected under the Worker's Compensation statute, the CONTRACTOR shall provide adequate insurance, satisfactory to the CITY, 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. Indemnification Rider

- (a) To cover to the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY 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 CITY 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 CITY for the indemnification provided herein.

ARTICLE VIII - 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: Signal Technology Enterprises, Inc.
d/b/a Public Safety USA
420 West 27 Street
Hialeah, FL 33010
Attn: Gary Orman Jr., V.P.

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

ARTICLE IX – 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, including attorney fees and litigation costs, for any such disclosure related to Florida's Public Records Law.

ARTICLE X – AGREEMENT DOCUMENTS

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

Document Precedence:

1. This Agreement
2. Notice to Proceed or Purchase Order
3. CITY's Purchasing Policy
4. All documents contained in City of Miami Bid No.: 270252(16).

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

City of Clermont

Signal Technology Enterprises, Inc.
d/b/a Public Safety USA

Gail L. Ash, Mayor

Print Name and Title

Date: _____

Date: _____

Attest:

Attest:

Tracy Ackroyd, City Clerk

Print Name and Title

EXHIBIT A
City of Miami
CONTRACT AWARD
Procurement Department

SECOND AND FINAL RENEWAL

BID NO.:	270252(16)
DESCRIPTION:	PURCHASE AND/OR INSTALLATION OF ADDITIONAL EMERGENCY VEHICLE EQUIPMENT – CITYWIDE
TERM OF CONTRACT:	TWO (2) YEARS WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE-YEAR PERIODS
CONTRACT PERIOD:	FEBRUARY 2, 2012 THROUGH FEBRUARY 1, 2014
1 st RENEWAL PERIOD:	FEBRUARY 2, 2014 THROUGH FEBRUARY 1, 2015
2 nd RENEWAL PERIOD:	FEBRUARY 2, 2015 THROUGH FEBRUARY 1, 2016
COMMODITY CODE:	05557-00; 06057-00; 92804-00

SECTION #1 – VENDOR AWARD

LESC, Inc. d/b/a Law Enforcement Supply
5011-H Hillsborough Avenue
Tampa, FL 33634
Contact: Mr. Ray Rogers
Phone: (800) 637-6307 Ext. 4114
Fax: N/A
Cell/Pager: N/A
Email Address: hr Rogers@lawsupply.com

Signal Technology Enterprises, Inc.
3140 W 16th Avenue
Hialeah, FL 33012
Contact: Mr. Albert Espinosa
Phone: (305) 986-1373
Fax: (888) 895-8745
Cell/Pager: N/A
Email Address: albert@signaltechnology.net

Southeast Traffic Technologies, Inc.
2555 PGA Boulevard #374
Palm Beach Gardens, FL 33410
Contact: Ms. Cindy Omahne
Phone: (561) 252-3478
Fax: N/A
Cell/Pager: N/A
Email Address: cindy@southeasttraffic.com

SECTION #2 – AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

C.C. AWARD DATE:	JANUARY 26, 2012	AMENDED AMOUNT:	N/A
RESOLUTION NO:	12-0033	INSURANCE REQUIREMENTS:	YES
ANNUAL CONTRACT AMOUNT:	N/A	PERFORMANCE BOND:	N/A
Note: Funds allocated from the various sources of funds from the user departments and agencies, subject to availability of funds and budgetary approval at the time of need.		APPLICABLE ORDINANCES:	N/A

SECTION #3 – REQUESTING DEPARTMENT

CITY DEPARTMENTS
Contract Administrator: John Babos / Jose Davila
Phone: (305) 329-4874 / (305) 416-5445
Fax: N/A

SECTION #4 – PROCURING AGENCY

CITY OF MIAMI, PROCUREMENT DEPARTMENT

Sr. Buyer: Terry Byrnes, CPPB

Phone: (305) 416-1917

Fax: (305) 400-5230

Prepared By: Max Sagesse, 12/29/2014

A CONTRACT AWARD SHEET INSTRUCTIONAL GUIDE TO ASSIST YOU WITH THE INFORMATION
CONTAINED HEREIN IS AVAILABLE IN THE ISUPPLIER INFORMATION SECTION OF OUR WEBPAGE AT:
www.miamigov.com/procurement

Initial



City of Miami

KENNETH ROBERTSON
Chief Procurement Officer

JOHNNY MARTINEZ, P.E.
City Manager



November 20, 2013

To: All Vendors/Contractors

**RE: CONTRACT AWARD
(FIRST RENEWAL)
PURCHASE AND/OR INSTALLATION
OF ADDITIONAL EMERGENCY
VEHICLE EQUIPMENT – CITYWIDE
BID NO. 270252(16)**

Dear Vendors/Contractors:

Please be informed that the City of Miami has extended the contract with your firm for the **Purchase and/or Installation of Additional Emergency Vehicle Equipment**, for the period of February 2, 2014 through February 1, 2015. Enclosed is the Contract Award (Renewal) sheet for your reference.

Should you have any questions regarding this matter, please contact Terry Byrnes, CPPB, Procurement Supervisor, at (305) 416-1917. The City of Miami appreciates your participation in servicing our needs.

Sincerely yours,

A handwritten signature in black ink that reads "Kenneth Robertson".

Kenneth Robertson
Chief Procurement Officer

Handwritten initials "KR" in black ink.

KR/TB/ms

Copy: Bid file

City of Miami

CONTRACT AWARD

Procurement Department

FIRST RENEWAL

BID NO.: 270252(16)
DESCRIPTION: PURCHASE AND/OR INSTALLATION OF ADDITIONAL
EMERGENCY VEHICLE EQUIPMENT – CITYWIDE
TERM OF CONTRACT: TWO (2) YEARS WITH THE OPTION TO RENEW FOR TWO
(2) ADDITIONAL ONE-YEAR PERIODS
CONTRACT PERIOD: FEBRUARY 2, 2012 THROUGH FEBRUARY 1, 2014
RENEWAL PERIOD: FEBRUARY 2, 2014 THROUGH FEBRUARY 1, 2015
COMMODITY CODE: 05557-00; 06057-00; 92804-00

SECTION #1 – VENDOR AWARD

LESC, Inc. d/b/a Law Enforcement Supply
5011-H Hillsborough Avenue
Tampa, FL 33634
Contact: Mr. Ray Rogers
Phone: (800) 637-6307 Ext. 4114
Fax: N/A
Cell/Pager: N/A
Email Address: hrogers@lawsupply.com

Signal Technology Enterprises, Inc.
3140 W 16th Avenue
Hialeah, FL 33012
Contact: Mr. Albert Espinosa
Phone: (305) 986-1373
Fax: (888) 895-8745
Cell/Pager: N/A
Email Address: albert@signaltechnology.net

Southeast Traffic Technologies, Inc.
2555 PGA Boulevard #374
Palm Beach Gardens, FL 33410
Contact: Ms. Cindy Omahne
Phone: (561) 252-3478
Fax: N/A
Cell/Pager: N/A
Email Address: cindy@southeasttraffic.com

SECTION #2 – AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

C.C. AWARD DATE:	JANUARY 26, 2012	AMENDED AMOUNT:	N/A
RESOLUTION NO:	12-0033	INSURANCE REQUIREMENTS:	YES
ANNUAL CONTRACT AMOUNT:	N/A	PERFORMANCE BOND:	N/A
Note: Funds allocated from the various sources of funds from the user departments and agencies, subject to availability of funds and budgetary approval at the time of need.		APPLICABLE ORDINANCES:	N/A

SECTION #3 – REQUESTING DEPARTMENT

CITY DEPARTMENTS
Contract Administrator: John Babos / Jose Davila
Phone: (305) 329-4874 / (305) 416-5445
Fax: N/A

SECTION #4 – PROCURING AGENCY

CITY OF MIAMI, PROCUREMENT DEPARTMENT

Sr. Buyer: Terry Byrnes, CPPB

Phone: (305) 416-1917

Fax: (305) 416-1925

Prepared By: Max Sagesse, 11/20/2013

A CONTRACT AWARD SHEET INSTRUCTIONAL GUIDE TO ASSIST YOU WITH THE INFORMATION
CONTAINED HEREIN IS AVAILABLE IN THE ISUPPLIER INFORMATION SECTION OF OUR WEBPAGE AT:
www.miamigov.com/procurement

CITY OF MIAMI, FLORIDA

INTER-OFFICE MEMORANDUM

TO :	ALL DEPARTMENT DIRECTORS AND CONTRACT LIAISONS	DATE :	February 15, 2012	FILE :	
		SUBJECT :	Purchase and/or Installation of Additional Emergency Vehicle Equipment – Citywide		
FROM :	Kenneth Robertson, Director Purchasing Department	REFERENCES :	Bid No. 270252(16)		
		ENCLOSURES:			

Please find enclosed a copy of the recently approved term contract for **Purchase and/or Installation of Additional Emergency Vehicle Equipment**. This contract has been established for use by all city departments and offices on an as needed basis. Unless a specific item is not listed, using department in need of these goods or services is required to utilize this contract. Using department is urged to carefully review the contract in detail to become familiar with its prices, terms and conditions, and items awarded. If any department is unable to locate a particular item on the contract, please contact the appropriate Buyer for assistance. No other goods or services can be purchased under this agreement except those specified in the contract. **When requesting this commodity or service, the Bid No., Resolution No. and the corresponding catalog item numbers must be cited in the requisition.**

It shall be the responsibility of the using department to properly administer the contract to ensure that the contractor and the City perform all contractual obligations. In the execution of this responsibility, departments should monitor vendor performance, inspect goods at time of delivery, and check for accuracy in billing.

Should any using department experience any difficulties with the contractor, please document the matter and immediately advise Terry Byrnes, CPPB, Procurement Supervisor, at (305) 416-1917 for assistance.

Copy: Bid file

City of Miami

CONTRACT AWARD

Purchasing Department

CITYWIDE

BID NO.: 270252(16)
DESCRIPTION: PURCHASE AND/OR INSTALLATION OF ADDITIONAL
EMERGENCY VEHICLE EQUIPMENT – CITYWIDE
TERM OF CONTRACT: TWO (2) YEARS WITH THE OPTION TO RENEW FOR TWO
(2) ADDITIONAL ONE-YEAR PERIODS
CONTRACT PERIOD: FEBRUARY 2, 2012 THROUGH FEBRUARY 1, 2014
COMMODITY CODE: .05557-00; 06057-00; 92804-00

SECTION #1 – VENDOR AWARD

LESC, Inc. d/b/a Law Enforcement Supply
5011-H Hillsborough Avenue
Tampa, FL 33634
Contact: Mr. Ray Rogers
Phone: (800) 637-6307 Ext. 4114
Fax: N/A
Cell/Pager: N/A
Email Address: hrogers@lawsupply.com

Emergency Vehicle Supply Co., LLC
4661 Johnson Road, Suite 1
Coconut Creek, FL 33073
Contact: Mr. Robert Windesheim
Phone: (954) 428-5201
Fax: (954) 428-5202
Cell/Pager: N/A
Email Address: rwindesheim@1evs.com

Signal Technology Enterprises, Inc.
3140 W 16th Avenue
Hialeah, FL 33012
Contact: Mr. Albert Espinosa
Phone: (305) 986-1373
Fax: (888) 895-8745
Cell/Pager: N/A
Email Address: albert@signaltechnology.net

Southeast Traffic Technologies, Inc.
2555 PGA Boulevard #374
Palm Beach Gardens, FL 33410
Contact: Ms. Cindy Omahne
Phone: (561) 252-3478
Fax: N/A
Cell/Pager: N/A
Email Address: cindy@southeasttraffic.com

SECTION #2 – AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

C.C. AWARD DATE: JANUARY 26, 2012
RESOLUTION NO: 12-0033
ANNUAL CONTRACT AMOUNT: N/A
Note: Funds allocated from the various sources
of funds from the user departments and agencies,
subject to availability of funds and budgetary
approval at the time of need.

AMENDED AMOUNT: N/A
INSURANCE REQUIREMENTS: YES
PERFORMANCE BOND: N/A
APPLICABLE ORDINANCES: N/A

SECTION #3 – REQUESTING DEPARTMENT

CITY DEPARTMENTS
Contract Administrator: Jose Davila/John Babos
Phone: (305) 329-4869/(305) 329-4874
Fax: N/A

SECTION #4 – PROCURING AGENCY

CITY OF MIAMI, PURCHASING DEPARTMENT

Sr. Buyer: Terry Byrnes, CPPB

Phone: (305) 416-1917

Fax: (305) 416-1925

Prepared By: Max Sagesse, 2/15/2012

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Terms and Conditions

1. General Conditions

1.1. GENERAL TERMS AND CONDITIONS

Intent: The General Terms and Conditions described herein apply to the acquisition of goods/equipment/services with an estimated aggregate cost of \$25,000.00 or more.

Definition: A formal solicitation is defined as issuance of an Invitation for Bids, Request for Proposals, Request for Qualifications, or Request for Letters of Interest pursuant to the City of Miami Procurement Code and/or Florida Law, as amended. Formal Solicitation and Solicitation shall be defined in the same manner herein.

1.1. ACCEPTANCE OF GOODS OR EQUIPMENT - Any good(s) or equipment delivered under this formal solicitation, if applicable, shall remain the property of the seller until a physical inspection and actual usage of the good is made, and thereafter is accepted as satisfactory to the City. It must comply with the terms herein and be fully in accordance with specifications and of the highest quality. In the event the goods/equipment supplied to the City are found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Contractor and return the product to the Contractor at the Contractor's expense.

1.2. ACCEPTANCE OF OFFER - The signed or electronic submission of your solicitation response shall be considered an offer on the part of the bidder/proposer; such offer shall be deemed accepted upon issuance by the City of a purchase order.

1.3. ACCEPTANCE/REJECTION - The City reserves the right to accept or reject any or all responses or parts of after opening/closing date and request re-issuance on the goods/services described in the formal solicitation. In the event of such rejection, the Director of Purchasing shall notify all affected bidders/proposers and make available a written explanation for the rejection. The City also reserves the right to reject the response of any bidder/proposer who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time contracts of a similar nature, and who is not in a position to perform the requirements defined in this formal solicitation. The City further reserves the right to waive any irregularities or minor informalities or technicalities in any or all responses and may, at its discretion, re-issue this formal solicitation.

1.4. ADDENDA - It is the bidder's/proposer's responsibility to ensure receipt of all Addenda. Addenda are available at the City's website at: <http://www.ci.miami.fl.us/procurement>

1.5. ALTERNATE RESPONSES MAY BE CONSIDERED - The City may consider one (1) alternate response from the same Bidder/Proposer for the same formal solicitation; provided, that the alternate response offers a different product that meets or exceeds the formal solicitation requirements. In order for the City to consider an alternate response, the Bidder/Proposer shall complete a separate Price Sheet form and shall mark "Alternate Response". Alternate response shall be placed in the same response. This provision only applies to formal solicitations for the procurement of goods, services, items, equipment, materials, and/or supplies.

1.6. ASSIGNMENT - Contractor agrees not to subcontract, assign, transfer, convey, sublet, or otherwise dispose of the resulting Contract, or any or all of its right, title or interest herein, without City of Miami's prior written consent.

1.7. ATTORNEY'S FEES - In connection with any litigation, mediation and arbitration arising out of this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees through and including appellate litigation and any post-judgment proceedings.

1.8. AUDIT RIGHTS AND RECORDS RETENTION - The Successful Bidder/Proposer agrees to provide access at all reasonable times to the City, or to any of its duly authorized representatives, to any books, documents, papers, and records of Contractor which are directly pertinent to this formal solicitation, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Bidder/Proposer shall maintain and retain any and all of the books, documents, papers and records pertinent to the Contract for

three (3) years after the City makes final payment and all other pending matters are closed. Contractor's failure to or refusal to comply with this condition shall result in the immediate cancellation of this contract by the City.

1.9. AVAILABILITY OF CONTRACT STATE-WIDE - Any Governmental, not-for-profit or quasi-governmental entity in the State of Florida, may avail itself of this contract and purchase any and all goods/services, specified herein from the successful bidder(s)/proposer(s) at the contract price(s) established herein, when permissible by federal, state, and local laws, rules, and regulations.

Each Governmental, not-for-profit or quasi-governmental entity which uses this formal solicitation and resulting bid contract or agreement will establish its own contract/agreement, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments, determine shipping terms and issue its own exemption certificates as required by the successful bidder(s)/proposer(s).

1.10. AWARD OF CONTRACT:

A. The Formal Solicitation, Bidder's/Proposer's response, any addenda issued, and the purchase order shall constitute the entire contract, unless modified in accordance with any ensuing contract/agreement, amendment or addenda.

B. The award of a contract where there are Tie Bids will be decided by the Director of Purchasing or designee in the instance that Tie Bids can't be determined by applying Florida Statute 287.087, Preference to Businesses with Drug-Free Workplace Programs.

C. The award of this contract may be preconditioned on the subsequent submission of other documents as specified in the Special Conditions or Technical Specifications. Bidder/Proposer shall be in default of its contractual obligation if such documents are not submitted in a timely manner and in the form required by the City. Where Bidder/Proposer is in default of these contractual requirements, the City, through action taken by the Purchasing Department, will void its acceptance of the Bidder's/Proposer's Response and may accept the Response from the next lowest responsive, responsible Bidder or Proposal most advantageous to the City or re-solicit the City's requirements. The City, at its sole discretion, may seek monetary restitution from Bidder/Proposer and its bid/proposal bond or guaranty, if applicable, as a result of damages or increased costs sustained as a result of the Bidder's/Proposer's default.

D. The term of the contract shall be specified in one of three documents which shall be issued to the successful Bidder/Proposer. These documents may either be a purchase order, notice of award and/or contract award sheet.

E. The City reserves the right to automatically extend this contract for up to one hundred twenty (120) calendar days beyond the stated contract term in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated, and/or awarded. If the right is exercised, the City shall notify the Bidder/Proposer, in writing, of its intent to extend the contract at the same price, terms and conditions for a specific number of days. Additional extensions over the first one hundred twenty (120) day extension may occur, if, the City and the Successful Bidder/Proposer are in mutual agreement of such extensions.

F. Where the contract involves a single shipment of goods to the City, the contract term shall conclude upon completion of the expressed or implied warranty periods.

G. The City reserves the right to award the contract on a split-order, lump sum or individual-item basis, or such combination as shall best serve the interests of the City unless otherwise specified.

H. A Contract/Agreement may be awarded to the Bidder/Proposer by the City Commission based upon the minimum qualification requirements reflected herein. As a result of a RFP, RFQ, or RFLI, the City reserves the right to execute or not execute, as applicable, an Agreement with the Proposer, whichever is determined to be in the City's best interests. Such agreement will be furnished by the City, will contain certain terms as are in the City's best interests, and will be subject to approval as to legal form by the City Attorney.

1.11. BID BOND/ BID SECURITY - A cashier's or certified check, or a Bid Bond signed by a recognized surety company that is licensed to do business in the State of Florida, payable to the City of Miami, for the amount bid is required from all bidders/proposers, if so indicated under the Special Conditions. This check or bond guarantees that a bidder/proposer will accept the order or contract/agreement, as bid/proposed, if it is awarded to bidder/proposer. Bidder/Proposer shall forfeit bid deposit to the City should City award

contract/agreement to Bidder/Proposer and Bidder/Proposer fails to accept the award. The City reserves the right to reject any and all surety tendered to the City. Bid deposits are returned to unsuccessful bidders/proposers within ten (10) days after the award and successful bidder's/proposer's acceptance of award. If sixty (60) days have passed after the date of the formal solicitation closing date, and no contract has been awarded, all bid deposits will be returned on demand.

1.12. RESPONSE FORM (HARDCOPY FORMAT) - All forms should be completed, signed and submitted accordingly.

1.13. BID SECURITY FORFEITED LIQUIDATED DAMAGES - Failure to execute an Agreement and/or file an acceptable Performance Bond, when required, as provided herein, shall be just cause for the annulment of the award and the forfeiture of the Bid Security to the City, which forfeiture shall be considered, not as a penalty, but in mitigation of damages sustained. Award may then be made to the next lowest responsive, responsible Bidder or Proposal most advantageous to the City or all responses may be rejected.

1.14. BRAND NAMES - If and wherever in the specifications brand names, makes, models, names of any manufacturers, trade names, or bidder/proposer catalog numbers are specified, it is for the purpose of establishing the type, function, minimum standard of design, efficiency, grade or quality of goods only. When the City does not wish to rule out other competitors' brands or makes, the phrase "OR EQUAL" is added. When bidding/proposing an approved equal, Bidders/Proposers will submit, with their response, complete sets of necessary data (factory information sheets, specifications, brochures, etc.) in order for the City to evaluate and determine the equality of the item(s) bid/proposed. The City shall be the sole judge of equality and its decision shall be final. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than specified by the City. Such samples are to be furnished after formal solicitation opening/closing only upon request of the City. If samples should be requested, such samples must be received by the City no later than seven (7) calendar days after a formal request is made.

1.15. CANCELLATION - The City reserves the right to cancel all formal solicitations before its opening/closing. In the event of bid/proposal cancellation, the Director of Purchasing shall notify all prospective bidders/proposers and make available a written explanation for the cancellation.

1.16. CAPITAL EXPENDITURES - Contractor understands that any capital expenditures that the firm makes, or prepares to make, in order to deliver/perform the goods/services required by the City, is a business risk which the contractor must assume. The City will not be obligated to reimburse amortized or unamortized capital expenditures, or to maintain the approved status of any contractor. If contractor has been unable to recoup its capital expenditures during the time it is rendering such goods/services, it shall not have any claim upon the City.

1.17. CITY NOT LIABLE FOR DELAYS - It is further expressly agreed that in no event shall the City be liable for, or responsible to, the Bidder/Proposer/Consultant, any sub-contractor/sub-consultant, or to any other person for, or on account of, any stoppages or delay in the work herein provided for by injunction or other legal or equitable proceedings or on account of any delay for any cause over which the City has no control.

1.18. COLLUSION - Bidder/Proposer, by submitting a response, certifies that its response is made without previous understanding, agreement or connection either with any person, firm or corporation submitting a response for the same items/services or with the City of Miami's Purchasing Department or initiating department. The Bidder/Proposer certifies that its response is fair, without control, collusion, fraud or other illegal action. Bidder/Proposer certifies that it is in compliance with the Conflict of Interest and Code of Ethics Laws. The City will investigate all potential situations where collusion may have occurred and the City reserves the right to reject any and all bids/responses where collusion may have occurred.

1.19. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Contractor understands that contracts between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, records keeping, etc. City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as that may in any way affect the goods or equipment offered, including but not limited to:

A. Executive Order 11246, which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rate of pay or other compensation methods, and training selection.

- B. Occupational, Safety and Health Act (OSHA), as applicable to this Formal Solicitation.
- C. The State of Florida Statutes, Section 287.133(3)(A) on Public Entity Crimes.
- D. Environment Protection Agency (EPA), as applicable to this Formal Solicitation.
- E. Uniform Commercial Code (Florida Statutes, Chapter 672).
- F. Americans with Disabilities Act of 1990, as amended.
- G. National Institute of Occupational Safety Hazards (NIOSH), as applicable to this Formal Solicitation.
- H. National Forest Products Association (NFPA), as applicable to this Formal Solicitation.
- I. City Procurement Ordinance City Code Section 18, Article III.
- J. Conflict of Interest, City Code Section 2-611;61.
- K. Cone of Silence, City Code Section 18-74.
- L. The Florida Statutes Sections 218.73 and 218.74 on Prompt Payment.
- M. First Source Hiring Agreement, City Ordinance No. 10032, as applicable to this Formal Solicitation. Implemented to foster the creation of new and permanent jobs for City of Miami residents; requires as a condition precedent to the execution of service contracts including professional services.

Lack of knowledge by the bidder/proposer will in no way be a cause for relief from responsibility.
Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

Copies of the City Ordinances may be obtained from the City Clerk's Office.

1.20. CONE OF SILENCE - Pursuant to Section 18-74 of the City of Miami Code, a "Cone of Silence" is imposed upon each RFP, RFQ, RFLI, or IFB after advertisement and terminates at the time the City Manager issues a written recommendation to the Miami City Commission. The Cone of Silence shall be applicable only to Contracts for the provision of goods and services and public works or improvements for amounts greater than \$200,000. The Cone of Silence prohibits any communication regarding RFPs, RFQs, RFLI or IFBs (bids) between, among others:

Potential vendors, service providers, bidders, lobbyists or consultants and the City's professional staff including, but not limited to, the City Manager and the City Manager's staff; the Mayor, City Commissioners, or their respective staffs and any member of the respective selection/evaluation committee.

The provision does not apply to, among other communications:

oral communications with the City purchasing staff, provided the communication is limited strictly to matters of process or procedure already contained in the formal solicitation document; the provisions of the Cone of Silence do not apply to oral communications at duly noticed site visits/inspections, pre-proposal or pre-bid conferences, oral presentations before selection/evaluation committees, contract negotiations during any duly noticed public meeting, or public presentations made to the Miami City Commission during a duly noticed public meeting; or communications in writing or by email at any time with any City employee, official or member of the City Commission unless specifically prohibited by the applicable RFP, RFQ, RFLI or IFB (bid) documents (See Section 2.2. of the Special Conditions); or communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI OR IFB by City Purchasing staff.

Proposers or bidders must file a copy of any written communications with the Office of the City Clerk, which shall be made available to any person upon request. The City shall respond in writing and file a copy with the Office of the City Clerk, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Office of the City Clerk.

In addition to any other penalties provided by law, violation of the Cone of Silence by any proposer or bidder shall render any award voidable. A violation by a particular Bidder, Proposer, Offeror, Respondent, lobbyist or consultant shall subject same to potential penalties pursuant to the City Code. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with the Ethics Commission. Proposers or bidders should reference Section 18-74 of the City of Miami Code for further clarification.

This language is only a summary of the key provisions of the Cone of Silence. Please review City of Miami Code Section 18-74 for a complete and thorough description of the Cone of Silence. You may contact the City Clerk at 305-250-5360, to obtain a copy of same.

1.21. CONFIDENTIALITY - As a political subdivision, the City of Miami is subject to the Florida Sunshine Act and Public Records Law. If this Contract/Agreement contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

1.22. CONFLICT OF INTEREST – Bidders/Proposers, by responding to this Formal Solicitation, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the City of Miami is financially interested, directly or indirectly, in the purchase of goods/services specified in this Formal Solicitation. Any such interests on the part of the Bidder/Proposer or its employees must be disclosed in writing to the City. Further, you must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in your firm.

1.23. COPYRIGHT OR PATENT RIGHTS – Bidders/Proposers warrant that there has been no violation of copyright or patent rights in manufacturing, producing, or selling the goods shipped or ordered and/or services provided as a result of this formal solicitation, and bidders/proposers agree to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

1.24. COST INCURRED BY BIDDER/PROPOSER - All expenses involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Bidder(s)/Proposer(s).

1.25. DEBARMENT AND SUSPENSIONS (Sec 18-107)

(a) Authority and requirement to debar and suspend. After reasonable notice to an actual or prospective Contractual Party, and after reasonable opportunity for such party to be heard, the City Manager, after consultation with the Chief Procurement Officer and the city attorney, shall have the authority to debar a Contractual Party, for the causes listed below, from consideration for award of city Contracts. The debarment shall be for a period of not fewer than three years. The City Manager shall also have the authority to suspend a Contractual Party from consideration for award of city Contracts if there is probable cause for debarment, pending the debarment determination. The authority to debar and suspend contractors shall be exercised in accordance with regulations which shall be issued by the Chief Procurement Officer after approval by the City Manager, the city attorney, and the City Commission.

(b) Causes for debarment or suspension. Causes for debarment or suspension include the following:

- (1) Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private Contract or subcontract, or incident to the performance of such Contract or subcontract.
- (2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.
- (3) Conviction under state or federal antitrust statutes arising out of the submission of Bids or Proposals.
- (4) Violation of Contract provisions, which is regarded by the Chief Procurement Officer to be indicative of nonresponsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a Contract or to perform within the time limits provided in a Contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.
- (5) Debarment or suspension of the Contractual Party by any federal, state or other governmental entity.
- (6) False certification pursuant to paragraph (c) below.
- (7) Found in violation of a zoning ordinance or any other city ordinance or regulation and for which the violation remains noncompliant.
- (8) Found in violation of a zoning ordinance or any other city ordinance or regulation and for which a civil penalty or fine is due and owing to the city.

(9) Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the Contractual Party performing city Contracts.

(c) Certification. All Contracts for goods and services, sales, and leases by the city shall contain a certification that neither the Contractual Party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b)(5).

(d) Debarment and suspension decisions. Subject to the provisions of paragraph (a), the City Manager shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the Contractual Party, along with a notice of said party's right to seek judicial relief.

1.26. DEBARRED/SUSPENDED VENDORS –An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a response on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit response on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.27. DEFAULT/FAILURE TO PERFORM - The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder/Proposer to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful Bidder/Proposer to meet any terms of this agreement, the City will notify the Bidder/Proposer of the default and will provide the contractor three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the Contract being terminated and upon the City notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default:

A. Failure to perform the work or deliver the goods/services required under the Contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the Contract.

B. Failure to begin the work under this Contract within the time specified.

C. Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.

D. Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the Contract.

E. Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors, if the insolvency, bankruptcy, or assignment renders the successful Bidder/Proposer incapable of performing the work in accordance with and as required by the Contract.

F. Failure to comply with any of the terms of the Contract in any material respect.

All costs and charges incurred by the City as a result of a default or a default incurred beyond the time limits stated, together with the cost of completing the work, shall be deducted from any monies due or which may become due on this Contract.

1.28. DETERMINATION OF RESPONSIVENESS - Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the Formal Solicitation. A "responsive" response is one which follows the requirements of the formal solicitation, includes all documentation, is submitted in the format outlined in the formal solicitation, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Response non-responsive.

1.29. DISCOUNTS OFFERED DURING TERM OF CONTRACT - Discount Prices offered in the response shall be fixed after the award by the Commission, unless otherwise specified in the Special Terms and Conditions. Price discounts off the original prices quoted in the response will be accepted from successful Bidder(s)/Proposer(s) during the term of the contract. Such discounts shall remain in effect for a minimum of 120 days from approval by the City Commission. Any discounts offered by a manufacturer to Bidder/Proposer will be passed on to the City.

1.30. DISCREPANCIES, ERRORS, AND OMISSIONS - Any discrepancies, errors, or ambiguities in the Formal Solicitation or addenda (if any) should be reported in writing to the City's Purchasing Department. Should it be found necessary, a written addendum will be incorporated in the Formal Solicitation and will become part of the purchase agreement (contract documents). The City will not be responsible for any oral instructions, clarifications, or other communications.

A. Order of Precedence – Any inconsistency in this formal solicitation shall be resolved by giving precedence to the following documents, the first of such list being the governing documents.

- 1) Addenda (as applicable)
- 2) Specifications
- 3) Special Conditions
- 4) General Terms and Conditions

1.31. EMERGENCY / DISASTER PERFORMANCE - In the event of a hurricane or other emergency or disaster situation, the successful vendor shall provide the City with the commodities/services defined within the scope of this formal solicitation at the price contained within vendor's response. Further, successful vendor shall deliver/perform for the city on a priority basis during such times of emergency.

1.32. ENTIRE BID CONTRACT OR AGREEMENT - The Bid Contract or Agreement consists of this City of Miami Formal Solicitation and specifically this General Conditions Section, Contractor's Response and any written agreement entered into by the City of Miami and Contractor in cases involving RFPs, RFQs, and RFLIs, and represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding and representations, if any, made by and between the parties. To the extent that the agreement conflicts with, modifies, alters or changes any of the terms and conditions contained in the Formal Solicitation and/or Response, the Formal Solicitation and then the Response shall control. This Contract may be modified only by a written agreement signed by the City of Miami and Contractor.

1.33. ESTIMATED QUANTITIES –Estimated quantities or estimated dollars are provided for your guidance only. No guarantee is expressed or implied as to quantities that will be purchased during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this contract. Said estimates may be used by the City for purposes of determining the low bidder or most advantageous proposer meeting specifications. The City reserves the right to acquire additional quantities at the prices bid/proposed or at lower prices in this Formal Solicitation.

1.34. EVALUATION OF RESPONSES

A.Rejection of Responses

The City may reject a Response for any of the following reasons:

- 1) Bidder/Proposer fails to acknowledge receipt of addenda;
- 2) Bidder/Proposer mistates or conceals any material fact in the Response ;
- 3) Response does not conform to the requirements of the Formal Solicitation;
- 4) Response requires a conditional award that conflicts with the method of award;
- 5) Response does not include required samples, certificates, licenses as required; and,
- 6) Response was not executed by the Bidder's/Proposer(s) authorized agent.

The foregoing is not an all inclusive list of reasons for which a Response may be rejected. The City may reject and re-advertise for all or any part of the Formal Solicitation whenever it is deemed in the best interest of the City.

B. Elimination From Consideration

- 1) A contract shall not be awarded to any person or firm which is in arrears to the City upon any debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City.
- 2) A contract may not be awarded to any person or firm which has failed to perform under the terms and conditions of any previous contract with the City or deliver on time contracts of a similar nature.
- 3) A contract may not be awarded to any person or firm which has been debarred by the City in accordance with the City's Debarment and Suspension Ordinance.

C. Determination of Responsibility

- 1) Responses will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Bidder/Proposer must be able to demonstrate a satisfactory record of performance and integrity; and, have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established entity in line with the best industry practices in the industry as determined by the City.
- 2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder/Proposer, including past performance (experience) with the City or any other governmental entity in making the award.
- 3) The City may require the Bidder(s)/Proposer(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.

1.35. EXCEPTIONS TO GENERAL AND/OR SPECIAL CONDITIONS OR SPECIFICATIONS - Exceptions to the specifications shall be listed on the Response and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid (IFB) to be considered non-responsive. It also may be cause for a RFP, RFQ, or RFLI to be considered non-responsive; and, if exceptions are taken to the terms and conditions of the resulting agreement it may lead to terminating negotiations.

1.36. F.O.B. DESTINATION - Unless otherwise specified in the Formal Solicitation, all prices quoted/proposed by the bidder/proposer must be F.O.B. DESTINATION, inside delivery, with all delivery costs and charges included in the bid/proposal price, unless otherwise specified in this Formal Solicitation. Failure to do so may be cause for rejection of bid/proposal.

1.37. FIRM PRICES - The bidder/proposer warrants that prices, terms, and conditions quoted in its response will be firm throughout the duration of the contract unless otherwise specified in the Formal Solicitation. Such prices will remain firm for the period of performance or resulting purchase orders or contracts, which are to be performed or supplied over a period of time.

1.38. FIRST-SOURCE HIRING AGREEMENT (Sec. 18-105)

(a) The Commission approves implementation of the first-source hiring agreement policy and requires as a condition precedent to the execution of service contracts for facilities, services, and/or receipt of grants and loans, for projects of a nature that create new jobs, the successful negotiation of first-source hiring agreements between the organization or individual receiving said contract and the authorized representative unless such an agreement is found infeasible by the city manager and such finding approved by the City Commission at a public hearing.

(b) For the purpose of this section, the following terms, phrases, words and their derivations shall have the following meanings:

Authorized representative means the Private Industry Council of South Florida/South Florida Employment and Training Consortium, or its successor as local recipient of federal and state training and employment funds.

Facilities means all publicly financed projects, including but without limitation, unified development projects, municipal public works, and municipal improvements to the extent they are financed through public money services or the use of publicly owned property.

Grants and loans means, without limitation, urban development action grants (UDAG), economic development agency construction loans, loans from Miami Capital Development, Incorporated, and all federal and state grants administered by the city.

Service contracts means contracts for the procurement of services by the city which include professional services.

Services includes, without limitation, public works improvements, facilities, professional services, commodities, supplies, materials and equipment.

(c) The authorized representative shall negotiate each first-source hiring agreement.

(d) The primary beneficiaries of the first-source hiring agreement shall be participants of the city

training and employment programs, and other residents of the city.

1.39. FLORIDA MINIMUM WAGE - The Constitution of the State of Florida, Article X, Section 24, states that employers shall pay employee wages no less than the minimum wage for all hours worked in Florida. Accordingly, it is the contractor's and its' subcontractor(s) responsibility to understand and comply with this Florida constitutional minimum wage requirement and pay its employees the current established hourly minimum wage rate, which is subject to change or adjusted by the rate of inflation using the consumer price index for urban wage earners and clerical workers, CPI-W, or a successor index as calculated by the United States Department of Labor. Each adjusted minimum wage rate calculated shall be determined and published by the Agency Workforce Innovation on September 30th of each year and take effect on the following January 1st.

At the time of responding, it is bidder/proposer and his/her subcontractor(s), if applicable, full responsibility to determine whether any of its employees may be impacted by this Florida Law at any given point in time during the term of the contract. If impacted, bidder/proposer must furnish employee name(s), job title(s), job description(s), and current pay rate(s). Failure to submit this information at the time of submitting a response constitute successful bidder's/proposer's acknowledgement and understanding that the Florida Minimum Wage Law will not impact its prices throughout the term of contract and waiver of any contractual price increase request(s). The City reserves the right to request and successful bidder/proposer must provide for any and all information to make a wage and contractual price increase(s) determination.

1.40. GOVERNING LAW AND VENUE - The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

1.41. HEADINGS AND TERMS - The headings to the various paragraphs of this Contract have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.

1.42. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) - Any person or entity that performs or assists the City of Miami with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the City of Miami Privacy Standards. HIPAA mandates for privacy, security and electronic transfer standards, which include but are not limited to:

- A. Use of information only for performing services required by the contract or as required by law;
- B. Use of appropriate safeguards to prevent non-permitted disclosures;
- C. Reporting to the City of Miami of any non-permitted use or disclosure;
- D. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
- E. Making Protected Health Information (PHI) available to the customer;
- F. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
- G. Making PHI available to the City of Miami for an accounting of disclosures; and
- H. Making internal practices, books and records related to PHI available to the City of Miami for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.43. INDEMNIFICATION - The Contractor shall indemnify and save harmless forever the City, and all the City's agents, officers and employees from and against all charges or claims resulting from any bodily injury, loss of life, or damage to property from any act, omission or neglect, by itself or its employees; the Contractor shall become defendant in every suit brought for any of such causes of action against the City or the City's officials, agents and employees; the Contractor shall further indemnify City as to all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims and any resulting

investigation.

1.44. INFORMATION AND DESCRIPTIVE LITERATURE –Bidders/Proposer must furnish all information requested in the spaces provided in the Formal Solicitation. Further, as may be specified elsewhere, each Bidder/Proposer must submit for evaluation, cuts, sketches, descriptive literature, technical specifications, and Material Safety Data Sheets (MSDS) as required, covering the products offered. Reference to literature submitted with a previous response or on file with the Buyer will not satisfy this provision.

1.45. INSPECTIONS - The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such tests, as the City deems reasonably necessary, to determine whether the goods and/or services required to be provided by the Contractor under this Contract conform to the terms and conditions of the Formal Solicitation. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of the City of Miami Ordinance No. 12271 (Section 18-79), as same may be amended or supplemented from time to time.

1.46. INSPECTION OF RESPONSE - Responses received by the City pursuant to a Formal Solicitation will not be made available until such time as the City provides notice of a decision or intended decision or within 10 days after bid closing, whichever is earlier. Bid/Proposal results will be tabulated and may be furnished upon request via fax or e-mail to the Sr. Procurement Specialist issuing the Solicitation. Tabulations also are available on the City's Web Site following recommendation for award.

1.47. INSURANCE - Within ten (10) days after receipt of Notice of Award, the successful Contractor, shall furnish Evidence of Insurance to the Purchasing Department, if applicable. Submitted evidence of coverage shall demonstrate strict compliance to all requirements listed on the Special Conditions entitled "Insurance Requirements". The City shall be listed as an "Additional Insured."

Issuance of a Purchase Order is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Solicitation the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Solicitation within fifteen (15) calendar days after receipt Notice of Award, the contractor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the Bidder/Proposer may be prohibited from submitting future responses to the City. Information regarding any insurance requirements shall be directed to the Risk Administrator, Department of Risk Management, at 444 SW 2nd Avenue, 9th Floor, Miami, Florida 33130, 305-416-1604.

The Bidder/Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in effect for the duration of the contractual period; including any and all option terms that may be granted to the Bidder/Proposer.

1.48. INVOICES - Invoices shall contain purchase order number and details of goods and/or services delivered (i.e. quantity, unit price, extended price, etc); and in compliance with Chapter 218 of the Florida Statutes (Prompt Payment Act).

1.49. LOCAL PREFERENCE - City Code Section 18-85, states that the City Commission may offer to a responsible and responsive bidder/proposer, who maintains a Local Office, the opportunity of accepting a bid at the low bid amount, if the original bid amount submitted by the local vendor is not more than ten percent (10%) in excess of the lowest other responsible and responsive bidder/proposer.

1.50. MANUFACTURER'S CERTIFICATION - The City reserves the right to request from bidders/proposers a separate Manufacturer's Certification of all statements made in the bid/proposal. Failure to provide such certification may result in the rejection of bid/proposal or termination of contract/agreement, for which the bidder/proposer must bear full liability.

1.51. MODIFICATIONS OR CHANGES IN PURCHASE ORDERS AND CONTRACTS - No contract or understanding to modify this Formal Solicitation and resultant purchase orders or contracts, if applicable, shall be binding upon the City unless made in writing by the Director of Purchasing of the City of Miami, Florida through the issuance of a change order, addendum, amendment, or supplement to the contract, purchase order or award sheet as appropriate.

1.52. NO PARTNERSHIP OR JOINT VENTURE - Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Miami and Contractor, or to create any other similar relationship between the parties.

1.53. NONCONFORMANCE TO CONTRACT CONDITIONS - Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services or by other appropriate testing Laboratories as determined by the City. The data derived from any test for compliance with specifications is public record and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at Bidder's/Proposer's expense. These non-conforming items not delivered as per delivery date in the response and/or Purchase Order may result in bidder/proposer being found in default in which event any and all re-procurement costs may be charged against the defaulted contractor. Any violation of these stipulations may also result in the supplier's name being removed from the City of Miami's Supplier's list.

1.54. NONDISCRIMINATION –Bidder/Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this formal solicitation. Furthermore, Bidder/Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

In connection with the conduct of its business, including performance of services and employment of personnel, Bidder/Proposer shall not discriminate against any person on the basis of race, color, religion, disability, age, sex, marital status or national origin. All persons having appropriate qualifications shall be afforded equal opportunity for employment.

1.55. NON-EXCLUSIVE CONTRACT/ PIGGYBACK PROVISION - At such times as may serve its best interest, the City of Miami reserves the right to advertise for, receive, and award additional contracts for these herein goods and/or services, and to make use of other competitively bid (governmental) contracts, agreements, or other similar sources for the purchase of these goods and/or services as may be available.

It is hereby agreed and understood that this formal solicitation does not constitute the exclusive rights of the successful bidder(s)/proposer(s) to receive all orders that may be generated by the City in conjunction with this Formal Solicitation.

In addition, any and all commodities, equipment, and services required by the City in conjunction with construction projects are solicited under a distinctly different solicitation process and shall not be purchased under the terms, conditions and awards rendered under this solicitation, unless such purchases are determined to be in the best interest of the City.

1.56. OCCUPATIONAL LICENSE - Any person, firm, corporation or joint venture, with a business location in the City of Miami and is submitting a Response under this Formal Solicitation shall meet the City's Occupational License Tax requirements in accordance with Chapter 31.1, Article I of the City of Miami Charter. Others with a location outside the City of Miami shall meet their local Occupational License Tax requirements. A copy of the license must be submitted with the response; however, the City may at its sole option and in its best interest allow the Bidder/Proposer to supply the license to the City during the evaluation period, but prior to award.

1.57. ONE PROPOSAL - Only one (1) Response from an individual, firm, partnership, corporation or joint venture will be considered in response to this Formal Solicitation. When submitting an alternate response, please refer to the herein condition for "Alternate Responses May Be Considered".

1.58. OWNERSHIP OF DOCUMENTS - It is understood by and between the parties that any documents, records, files, or any other matter whatsoever which is given by the City to the successful Bidder/Proposer pursuant to this formal solicitation shall at all times remain the property of the City and shall not be used by the Bidder/Proposer for any other purposes whatsoever without the written consent of the City.

1.59. PARTIAL INVALIDITY - If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

1.60. PERFORMANCE/PAYMENT BOND –A Contractor may be required to furnish a Performance/Payment Bond as part of the requirements of this Contract, in an amount equal to one hundred percent (100%) of the contract price.

1.61. PREPARATION OF RESPONSES (HARDCOPY FORMAT) –Bidders/Proposers are expected to examine the specifications, required delivery, drawings, and all special and general conditions. All bid/proposed amounts, if required, shall be either typewritten or entered into the space provided with ink. Failure to do so will be at the Bidder's/Proposer's risk.

A. Each Bidder/Proposer shall furnish the information required in the Formal Solicitation. The Bidder/Proposer shall sign the Response and print in ink or type the name of the Bidder/Proposer, address, and telephone number on the face page and on each continuation sheet thereof on which he/she makes an entry, as required.

B. If so required, the unit price for each unit offered shall be shown, and such price shall include packaging, handling and shipping, and F.O.B. Miami delivery inside City premises unless otherwise specified. Bidder/Proposer shall include in the response all taxes, insurance, social security, workmen's compensation, and any other benefits normally paid by the Bidder/Proposer to its employees. If applicable, a unit price shall be entered in the "Unit Price" column for each item. Based upon estimated quantity, an extended price shall be entered in the "Extended Price" column for each item offered. In case of a discrepancy between the unit price and extended price, the unit price will be presumed correct.

C. The Bidder/Proposer must state a definite time, if required, in calendar days for delivery of goods and/or services.

D. The Bidder/Proposer should retain a copy of all response documents for future reference.

E. All responses, as described, must be fully completed and typed or printed in ink and must be signed in ink with the firm's name and by an officer or employee having authority to bind the company or firm by his/her signature. Bids/Proposals having any erasures or corrections must be initialed in ink by person signing the response or the response may be rejected.

F. Responses are to remain valid for at least 180 days. Upon award of a contract, the content of the Successful Bidder's/Proposer's response may be included as part of the contract, at the City's discretion.

G. The City of Miami's Response Forms shall be used when Bidder/Proposer is submitting its response in hardcopy format. Use of any other forms will result in the rejection of the response. IF SUBMITTING HARDCOPY FORMAT, THE ORIGINAL AND THREE (3) COPIES OF THESE SETS OF FORMS, UNLESS OTHERWISE SPECIFIED, AND ANY REQUIRED ATTACHMENTS MUST BE RETURNED TO THE CITY OR YOUR RESPONSE MAY BE DEEMED NON-RESPONSIVE.

1.62. PRICE ADJUSTMENTS – Any price decrease effectuated during the contract period either by reason of market change or on the part of the contractor to other customers shall be passed on to the City of Miami.

1.63. PRODUCT SUBSTITUTES - In the event a particular awarded and approved manufacturer's product becomes unavailable during the term of the Contract, the Contractor awarded that item may arrange with the City's authorized representative(s) to supply a substitute product at the awarded price or lower, provided that a sample is approved in advance of delivery and that the new product meets or exceeds all quality requirements.

1.64. CONFLICT OF INTEREST, AND UNETHICAL BUSINESS PRACTICE PROHIBITIONS - Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Contract and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Contract.

1.65. PROMPT PAYMENT –Bidders/Proposers may offer a cash discount for prompt payment; however, discounts shall not be considered in determining the lowest net cost for response evaluation purposes.

Bidders/Proposers are required to provide their prompt payment terms in the space provided on the Formal Solicitation. If no prompt payment discount is being offered, the Bidder/Proposer must enter zero (0) for the percentage discount to indicate no discount. If the Bidder/Proposer fails to enter a percentage, it is understood and agreed that the terms shall be 2% 20 days, effective after receipt of invoice or final

acceptance by the City, whichever is later.

When the City is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the contract, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.

Price discounts off the original prices quoted on the Price Sheet will be accepted from successful bidders/proposers during the term of the contract.

1.66. PROPERTY - Property owned by the City of Miami is the responsibility of the City of Miami. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City of Miami. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the City of Miami shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property, if any.

1.67. PROVISIONS BINDING - Except as otherwise expressly provided in the resulting Contract, all covenants, conditions and provisions of the resulting Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

1.68. PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.69. PUBLIC RECORDS - Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and City of Miami Code, Section 18, Article III, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Contractor's failure or refusal to comply with the provision of this section shall result in the immediate cancellation of this Contract by the City.

1.70. QUALITY OF GOODS, MATERIALS, SUPPLIES, PRODUCTS, AND EQUIPMENT - All materials used in the manufacturing or construction of supplies, materials, or equipment covered by this solicitation shall be new. The items bid/proposed must be of the latest make or model, of the best quality, and of the highest grade of workmanship, unless as otherwise specified in this Solicitation.

1.71. QUALITY OF WORK/SERVICES - The work/services performed must be of the highest quality and workmanship. Materials furnished to complete the service shall be new and of the highest quality except as otherwise specified in this Solicitation.

1.72. REMEDIES PRIOR TO AWARD (Sec. 18-106) - If prior to Contract award it is determined that a formal solicitation or proposed award is in violation of law, then the solicitation or proposed award shall be cancelled by the City Commission, the City Manager or the Chief Procurement Officer, as may be applicable, or revised to comply with the law.

1.73. RESOLUTION OF CONTRACT DISPUTES (Sec. 18-105)

(a) Authority to resolve Contract disputes. The City Manager, after obtaining the approval of the city attorney, shall have the authority to resolve controversies between the Contractual Party and the city which arise under, or by virtue of, a Contract between them; provided that, in cases involving an amount greater than \$25,000, the City Commission must approve the City Manager's decision. Such authority extends, without limitation, to controversies based upon breach of Contract, mistake, misrepresentation or lack of complete performance, and shall be invoked by a Contractual Party by submission of a protest to the City Manager.

(b) Contract dispute decisions. If a dispute is not resolved by mutual consent, the City Manager shall promptly render a written report stating the reasons for the action taken by the City Commission or the City Manager which shall be final and conclusive. A copy of the decision shall be immediately provided to the protesting party, along with a notice of such party's right to seek judicial relief, provided that the protesting party shall not be entitled to such judicial relief without first having followed the procedure set forth in this section.

1.74. RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS (Sec. 18-104)

(a) Right to protest. The following procedures shall be used for resolution of protested solicitations and awards except for purchases of goods, supplies, equipment, and services, the estimated cost of which does not exceed \$25,000.

Protests thereon shall be governed by the Administrative Policies and Procedures of Purchasing.

1. Protest of Solicitation.

i. Any prospective proposer who perceives itself aggrieved in connection with the solicitation of a Contract may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within three days after the Request for Proposals, Request for Qualifications or Request for Letters of Interest is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer; or

ii. Any prospective bidder who intends to contest the Solicitation Specifications or a solicitation may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within three days after the solicitation is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer.

2. Protest of Award.

i. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within two days after receipt by the proposer of the notice of the City Manager's recommendation for award of Contract, which will be posted on the City of Miami Purchasing Department website, in the Supplier Corner, Current Solicitations and Notice of Recommendation of Award Section. The notice of the City Manager's recommendation can be found by selecting the details of the solicitation and is listed as Recommendation of Award Posting Date and Recommendation of Award To fields. If "various" is indicated in the Recommendation of Award To field, the Bidder/Proposer must contact the buyer for that solicitation to obtain the suppliers name. It shall be the responsibility of the Bidder/Proposer to check this section of the website daily after responses are submitted to receive the notice; or

ii. Any actual Responsive and Responsible Bidder whose Bid is lower than that of the recommended bidder may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within two days after receipt by the bidder of the notice of the city's determination of non responsiveness or non responsibility. The receipt by bidder of such notice shall be confirmed by the city by facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer.

iii. A written protest based on any of the foregoing must be submitted to the Chief Procurement Officer within five (5) days after the date the notice of protest was filed. A written protest is considered filed when received by the Chief Procurement Officer.

The written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based, and shall include all pertinent documents and evidence and shall be accompanied by the required Filing Fee as provided in subsection (f). This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission to the Chief Procurement Officer at the time of filing the protest shall be permitted in the consideration of the written protest.

No time will be added to the above limits for service by mail. In computing any period of time prescribed or allowed by this section, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday in which event the period shall run until the end of the next day which is

neither a Saturday, Sunday or legal holiday. Intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation of the time for filing.

(b) Authority to resolve protests. The Chief Procurement Officer shall have the authority, subject to the approval of the City Manager and the city attorney, to settle and resolve any written protest. The Chief Procurement Officer shall obtain the requisite approvals and communicate said decision to the protesting party and shall submit said decision to the City Commission within 30 days after he/she receives the protest. In cases involving more than \$25,000, the decision of the Chief Procurement Officer shall be submitted for approval or disapproval thereof to the City Commission after a favorable recommendation by the city attorney and the City Manager.

(c) Compliance with filing requirements. Failure of a party to timely file either the notice of intent to file a protest or the written protest, together with the required Filing Fee as provided in subsection (f), with the Chief Procurement Officer within the time provided in subsection (a), above, shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedure set forth in this section

(d) Stay of Procurements during protests. Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the Contract until the protest is resolved by the Chief Procurement Officer or the City Commission as provided in subsection (b) above, unless the City Manager makes a written determination that the solicitation process or the Contract award must be continued without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.

(e) Costs. All costs accruing from a protest shall be assumed by the protestor.

(f) Filing Fee. The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the amount of the Bid or proposed Contract, or \$5000.00, whichever is less, which filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the Chief Procurement Officer and/or the City Commission, as applicable, the filing fee shall be refunded to the protestor less any costs assessed under subsection (e) above. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings as prescribed by subsection (e) above.

1.75. SAMPLES - Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, bidder(s)/proposer(s) will be notified to remove samples, at their expense, within 30 days after notification. Failure to remove the samples will result in the samples becoming the property of the City.

1.76. SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES - Contractor shall not sell, assign, transfer or subcontract at any time during the term of the Contract, or any part of its operations, or assign any portion of the performance required by this contract, except under and by virtue of written permission granted by the City through the proper officials, which may be withheld or conditioned, in the City's sole discretion.

1.77. SERVICE AND WARRANTY - When specified, the bidder/proposer shall define all warranty, service and replacements that will be provided. Bidders/Proposer must explain on the Response to what extent warranty and service facilities are available. A copy of the manufacturer's warranty, if applicable, should be submitted with your response.

1.78. SILENCE OF SPECIFICATIONS - The apparent silence of these specifications and any supplemental specification as to any detail or the omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship and services is to be first quality.

All interpretations of these specifications shall be made upon the basis of this statement.

If your firm has a current contract with the State of Florida, Department of General Services, to supply the items on this solicitation, the bidder/proposer shall quote not more than the contract price; failure to comply with this request will result in disqualification of bid/proposal.

1.79. SUBMISSION AND RECEIPT OF RESPONSES - Responses shall be submitted electronically via

the Oracle System or responses may be submitted in hardcopy format to the City Clerk, City Hall, 3500 Pan American Drive, Miami, Florida 33133-5504, at or before, the specified closing date and time as designated in the IFB, RFP, RFQ, or RFLI. NO EXCEPTIONS. Bidders/Proposers are welcome to attend the solicitation closing; however, no award will be made at that time.

A. Hardcopy responses shall be enclosed in a sealed envelope, box package. The face of the envelope, box or package must show the hour and date specified for receipt of responses, the solicitation number and title, and the name and return address of the Bidder/Proposer. Hardcopy responses not submitted on the requisite Response Forms may be rejected. Hardcopy responses received at any other location than the specified shall be deemed non-responsive.

Directions to City Hall:

FROM THE NORTH: I-95 SOUTH UNTIL IT TURNS INTO US1. US1 SOUTH TO 27TH AVE., TURN LEFT, PROCEED SOUTH TO SO. BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT.

FROM THE SOUTH: US1 NORTH TO 27TH AVENUE, TURN RIGHT, PROCEED SOUTH TO SO. BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT.

B. Facsimile responses will not be considered.

C. Failure to follow these procedures is cause for rejection of bid/proposal.

D. The responsibility for obtaining and submitting a response on or before the close date is solely and strictly the responsibility of Bidder/Proposer. The City of Miami is not responsible for delays caused by the United States mail delivery or caused by any other occurrence. Responses received after the solicitation closing date and time will be returned unopened, and will not be considered for award.

E. Late responses will be rejected.

F. All responses are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

G. Modification of responses already submitted will be considered only if received at the City before the time and date set for closing of solicitation responses. All modifications must be submitted via the Oracle System or in writing. Once a solicitation closes (closed date and/or time expires), the City will not consider any subsequent submission which alters the responses.

H. If hardcopy responses are submitted at the same time for different solicitations, each response must be placed in a separate envelope, box, or package and each envelope, box or package must contain the information previously stated in 1.82.A.

1.80. TAXES - The City of Miami is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request. Notwithstanding, Bidders/Proposers should be aware of the fact that all materials and supplies which are purchased by the Bidder/Proposer for the completion of the contract is subject to the Florida State Sales Tax in accordance with Section 212.08, Florida Statutes, as amended and all amendments thereto and shall be paid solely by the Bidder/Proposer.

1.81. TERMINATION -The City Manager on behalf of the City of Miami reserves the right to terminate this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

A. The contractor is determined by the City to be in breach of any of the terms and conditions of the contract.

B. The City has determined that such termination will be in the best interest of the City to terminate the contract for its own convenience;

C. Funds are not available to cover the cost of the goods and/or services. The City's obligation is contingent upon the availability of appropriate funds.

1.82. TERMS OF PAYMENT - Payment will be made by the City after the goods and/or services awarded to a Bidder/Proposer have been received, inspected, and found to comply with award

specifications, free of damage or defect, and properly invoiced. No advance payments of any kind will be made by the City of Miami.

Payment shall be made after delivery, within 45 days of receipt of an invoice and authorized inspection and acceptance of the goods/services and pursuant to Section 218.74, Florida Statutes and other applicable law.

1.83. TIMELY DELIVERY - Time will be of the essence for any orders placed as a result of this solicitation. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on their Response. Deliveries are to be made during regular City business hours unless otherwise specified in the Special Conditions.

1.84. TITLE - Title to the goods or equipment shall not pass to the City until after the City has accepted the goods/equipment or used the goods, whichever comes first.

1.85. TRADE SECRETS EXECUTION TO PUBLIC RECORDS DISCLOSURE- All Responses submitted to the City are subject to public disclosure pursuant to Chapter 119, Florida Statutes. An exception may be made for "trade secrets."

If the Response contains information that constitutes a "trade secret", all material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the Solicitation number and title marked on the outside.

Please be aware that the designation of an item as a trade secret by you may be challenged in court by any person. By your designation of material in your Response as a "trade secret" you agree to indemnify and hold harmless the City for any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the City by reason of any legal action challenging your claim.

1.86. UNAUTHORIZED WORK OR DELIVERY OF GOODS- Neither the qualified Bidder(s)/Proposer(s) nor any of his/her employees shall perform any work or deliver any goods unless a change order or purchase order is issued and received by the Contractor. The qualified Bidder(s)/Proposer(s) shall not be paid for any work performed or goods delivered outside the scope of the contract or any work performed by an employee not otherwise previously authorized.

1.87. USE OF NAME - The City is not engaged in research for advertising, sales promotion, or other publicity purposes. No advertising, sales promotion or other publicity materials containing information obtained from this Solicitation are to be mentioned, or imply the name of the City, without prior express written permission of the City Manager or the City Commission.

1.88. VARIATIONS OF SPECIFICATIONS - For purposes of solicitation evaluation, bidders/proposers must indicate any variances from the solicitation specifications and/or conditions, no matter how slight. If variations are not stated on their Response, it will be assumed that the product fully complies with the City's specifications.

EXHIBIT B

AWARD OF BID
IFB 270252
PURCHASE AND/OR INSTALLATION OF ADDITIONAL EMERGENCY VEHICLE EQUIPMENT

Line	Description CATALOG DISCOUNT:	Unit	LESC, INC (Law Enforcement Supply)	Signal Technology Enterprises Inc	Emergency Vehicle Supply Co. LLC	Southeast Traffic Technologies, Inc.
# 1	Percent Discount Off Manufacturers List Price Catalog for Mavron Inc, www.mavron.com (express as a decimal, i.e. 40% discount = .40)	Each	NO BID	NO BID	NO BID	NO BID
# 2	Percent Discount Off Manufacturers List Price Catalog for Van-Cell, Inmate & Prisoner Transportation System, www.van-cell.com (express as a decimal, i.e. 40% discount = .40).strobe.com (express as a decimal, i.e. 40% discount = .40)	Each	NO BID	NO BID	NO BID	NO BID
# 3	Percent Discount Off Manufacturers List Price Catalog for Federal Signal (express as a decimal, i.e. 40% discount = .40)	Each	40%	40%	NO BID	NO BID
# 4	Percent Discount Off Manufacturers List Price Catalog for Signal Technology Enterprises, www.signaltechnology.net (express as a decimal, i.e. 40% discount = .40)	Each	NO BID	40%	NO BID	NO BID
# 5	Percent Discount Off Manufacturers List Price Catalog for HG2 Emergency Lighting, www.hg2lighting.com (express as a decimal, i.e. 40% discount = .40)	Each	NO BID	NO BID	10%	35%
# 6	Percent Discount Off Manufacturers List Price Catalog for WANCO, www.wanco.com (express as a decimal, i.e. 40% discount = .40)	Each	NO BID	10%	NO BID	25%
# 7	Percent Discount Off Manufacturers List Price Catalog for MPH Radar, www.mphindustries.com (express as a decimal, i.e. 40% discount = .40)	Each	NO BID	10%	NO BID	20% As Equal: Decatur Radar
# 8	Percent Discount Off Manufacturers List Price Catalog for TUFLOC, www.tufloc.com (express as a decimal, i.e. 40% discount = .40)	Each	35%	15%	20%	NO BID

AWARD OF BID
IFB 270252
PURCHASE AND/OR INSTALLATION OF ADDITIONAL EMERGENCY VEHICLE EQUIPMENT

		<u>LESC, INC.</u> (Law Enforcement Supply)	<u>Signal Technology</u> <u>Enterprises Inc</u>	<u>Emergency Vehicle</u> <u>Supply Co. LLC</u>	<u>Southeast Traffic</u> <u>Technologies, Inc.</u>
# 9	Percent Discount Off Manufacturers List Price Catalog for PUGS Custom Cabinets, www.pugscabinets.com (express as a decimal, i.e. 40% discount = .40)	Each NO BID	10%	NO BID	NO BID
# 10	Percent Discount Off Manufacturers List Price Catalog for Unity Manufacturing, www.unityusa.com (express as a decimal, i.e. 40% discount = .40)	Each 40%	10%	45%	NO BID
# 11	Percent Discount Off Manufacturers List Price Catalog for Star Headlight & Lantern Co., www.star1889.com (express as a decimal, i.e. 40% discount = .40)	Each 35%	20%	35%	NO BID
# 12	Percent Discount Off Manufacturers List Price Catalog for Able-2 Products, www.able2products.com	Each 35%	20%	40%	NO BID
# 13	Percent Discount Off Manufacturers List Price Catalog for Brooking Industries Ltd., www.brookingindustries.com	Each 45%	NO BID	20%	37%
# 14	Percent Discount Off Manufacturers List Price Catalog for Rontan, www.rontan.com	Each NO BID	NO BID	NO BID	55%
# 15	Percent Discount Off Manufacturers List Price Catalog for Go-Rhino, www.gorhino.com	Each 15%	NO BID	31%	NO BID
# 16	Percent Discount Off Manufacturers List Price Catalog for LUND Products, www.lundinternational.com	Each NO BID	15%	21%	NO BID
# 17	Percent Discount Off Manufacturers List Price Catalog for Streamlight, www.streamlight.com	Each 40%	20%	20%	NO BID
# 18	Percent Discount Off Manufacturers List Price Catalog for PRO-Copper, www.proscopper.com	Each 20%	NO BID	5%	NO BID
# 19	Percent Discount Off Manufacturers List Price Catalog for L3 Mobile Vision, www.mobile- vision.com	Each NO BID	NO BID	10%	As Equal: Decatur Video Responder 1000/4000, decaturnvideo.com 30%
# 20	Percent Discount Off Manufacturers List Price Catalog for Patrol Witness, www.patrolwitness.com	Each NO BID	NO BID	NO BID	NO BID
# 21	Percent Discount Off Manufacturers List Price Catalog for Plates Scan, www.platescan.com	Each NO BID	NO BID	NO BID	NO BID

Prepared By:
Terry Byrnes, CPPB
12/5/2011

AWARD OF BID
IFB 270252
PURCHASE AND/OR INSTALLATION OF ADDITIONAL EMERGENCY VEHICLE EQUIPMENT

		<u>LESC, INC.</u> (Law Enforcement Supply)	<u>Signal Technology Enterprises Inc</u>	<u>Emergency Vehicle Supply Co. LLC</u>	<u>Southeast Traffic Technologies, Inc.</u>
	LABOR TIME:				
# 22	Labor Time to install Prisoner Cage (express as a decimal, 1/2 hour = .5)	Hour	1	1	2.5
# 23	Labor Time to install Prisoner Seat (express as a decimal, 1/2 hour = .5)	Hour	1	0.92	1
# 24	Labor Time to install Prisoner Seat & Cage (express as a decimal, 1/2 hour = .5)	Hour	1.5	1.92	3.5
# 25	Labor Time to install Rear Window Bars with OEM door panels (express as a decimal, 1/2 hour = .5)	Hour	2	0.75	0.5
# 26	Labor Time to install Rear Window Bars with ABS door panels (express as a decimal, 1/2 hour = .5)	Hour	1.5	1	1.5
# 27	Labor Time to install Four (4) Corner Universal LED Hideaway Light System with Controller (express as a decimal, 1/2 hour = .5)	Hour	3	2	3.5
# 28	Labor Time to install the Base Police Administrative Package as described in Section 3.3. (express as a decimal, 1/2 hour = .5)	Hour	6	6.5	7
# 29	Labor Time to install Base Marked Police Pursuit Package with Prisoner Seat and Cage as described in Section 3.3. (express as a decimal, 1/2 hour = .5)	Hour	10	9	11.5
# 30	Labor Time to install Base Marked Police Pursuit Package without Prisoner Seat and Cage as described in Section 3.3. (express as a decimal, 1/2 hour = .5)	Hour	8	7	8
# 31	Labor Time to install Marked Police Pursuit Package with Prisoner Seat, Cage and Window Bars with OEM Door Panels as described in Section 3.3. (express as a decimal, 1/2 hour = .5)	Hour	10	10	12
# 32	Labor Time to install Marked Police Pursuit Package with Prisoner Seat, Cage and Window Bars with ABS Door Panels as described in Section 3.3. (express as a decimal, 1/2 hour = .5)	Hour	10	9.5	13

AWARD OF BID
IFB 270252
PURCHASE AND/OR INSTALLATION OF ADDITIONAL EMERGENCY VEHICLE EQUIPMENT

		<u>LESC, INC.</u> (Law Enforcement Supply)	<u>Signal Technology Enterprises Inc</u>	<u>Emergency Vehicle Supply Co. LLC</u>	<u>Southeast Traffic Technologies, Inc.</u>
# 33	Labor Time to Install Base Un-Marked Police Pursuit Package with Prisoner Seat and Cage as described in Section 3.3. (express as a decimal, 1/2 hour = .5)	Hour	8	7.5	13
# 34	Labor Time to Install Base Un-Marked Police Pursuit Package without Prisoner Seat and Cage as described in Section 3.3. (express as a decimal, 1/2 hour = .5)	Hour	6	5.5	9.5
# 35	Labor Time to Install Un-Marked Police Pursuit Package with Prisoner Seat, Cage and Window Bars with OEM Door Panels as described in Section 3.3. (express as a decimal, 1/2 hour = .5)	Hour	8	10.5	12
# 36	Labor Time to Install Base Un-Marked Police Pursuit Package with Prisoner Seat, Cage and Window Bars with ABS Door Panels as described in Section 3.3. (express as a decimal, 1/2 hour = .5)	Hour	8	10.75	13
# 37	LABOR RATE: Hourly Discounted Labor Rate for all Catalog and Package Installations shown in this Bid	Hour	\$ 40.00	\$ 65.00	\$ 65.00
# 38	BALANCE OF LINE: % DISCOUNT OFF CATALOGS NOT LISTED ABOVE	Each	40%	5%	20%



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date								
Tuesday, March 10, 2015								
Agenda Item Name								
Contract Award								
Requested Action								
Move to approve a piggyback contract from Florida Sheriffs Association with Ring Power Corporation to purchase one hydraulic excavator in the total amount of \$58,090.								
Staff Report								
The Purchasing Division and the Public Works Department recommend approval of the above action. At the request of the Public Works Department, the Purchasing Division sought a contract from the Florida Sheriffs Association, number 14-12-0904, to purchase one new Caterpillar 305.5 CR mini hydraulic excavator. The total price of the new equipment is \$58,090 and funds were budgeted in the current 2014-2015 fiscal year. In accordance with the direction of City Council, the Purchasing Division issued a Request for Interest (RFI) number 1502-006 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Division received no interest. Based on this, staff recommends that Council approve to piggyback the Florida Sheriffs Association contract number 14-12-0904. The Florida Sheriffs Association contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.								
Additional Analysis								
Fiscal Impact Summary								
Purchase is included in the current year approved budget.								
Fiscal Impact	Fund Number and Description	Available Budget Amount						
\$58,090.00	41533-66401	\$85,000.00						
Exhibits Attached (copies of original agreements)								
<table border="0"> <tr> <td>1. RFI</td> <td>RFI 1502-006.pdf</td> </tr> <tr> <td>2. Equipment Quote from Ring Power</td> <td>RING POWER QUOTE 2-17-2015.pdf</td> </tr> <tr> <td>3. Sheriffs Contract Pricing</td> <td>Sheriffs Contract Pricing.pdf</td> </tr> </table>			1. RFI	RFI 1502-006.pdf	2. Equipment Quote from Ring Power	RING POWER QUOTE 2-17-2015.pdf	3. Sheriffs Contract Pricing	Sheriffs Contract Pricing.pdf
1. RFI	RFI 1502-006.pdf							
2. Equipment Quote from Ring Power	RING POWER QUOTE 2-17-2015.pdf							
3. Sheriffs Contract Pricing	Sheriffs Contract Pricing.pdf							



REQUEST FOR INFORMATION

Intent to Utilize the Florida Sheriff's Association Contract to Purchase One Hydraulic Excavator

CONTACT INFORMATION: Freddy Suarez, MPA, CPPB Purchasing Manager EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7386	RFI No. 1502-006	ISSUED DATE: February 17, 2015
SOLICITATION RESPONSE: Responses will be received until the response due date specified above or as otherwise amended. No late responses will be accepted. Responses may be submitted electronically to the Purchasing Manager by email. Hardcopy responses may be delivered to: City of Clermont Purchasing Division, 685 West Montrose Street, 2 nd Floor, Clermont, FL 34711.		

NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>February 25, 2015 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>
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This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contract. **This is not an invitation to submit a bid or quote.** If no local vendor responds to the RFI, the Purchasing Division will proceed with utilizing the referenced contract. Local vendor is defined as businesses located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

1 – PIGGYBACK CONTRACT INFORMATION

- (a) Contract Number & Title: 14-12-0904, Cab & Chassis Trucks & Other Fleet Equipment.
- (b) Contractor(s): Ring Power Corporation
- (c) Length of Contract: Expires September 30, 2015.
- (d) City Department(s): Public Works.
- (e) Product or Service Provided: Provides for the purchase of one new Caterpillar 305.5 CR Mini Hydraulic Excavator, Specification #35, for the Public Works Department.

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Purchasing Division by email or by mail prior to the "Response Due Date" indicated above to advise whether your company can provide any of the items/services listed.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the commodities described. **Respondents are not to provide pricing.** All responses will be evaluated by the Purchasing Division and the Department requesting the supplies or services.

Ring Power Corporation
500 World Commerce Parkway
St. Augustine, FL 32092
904.494.7464

QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

Quote Prepared For:
City of Clermont

2/17/2015

(1) NEW CATERPILLAR 305.5 CR MINI HYDRAULIC EXCAVATOR

CONTRACT DETAILS

Florida Sheriff's Association
Bid # 14-12-2014
Specification # 35, Hydraulic Mini Excavator And Options
Effective: October 1, 2014 Through September 30, 2015

CONTRACT PRICING

Base	Caterpillar 303 Per Sheriff Contract Specification	\$35,386
383-1677	Upgrade to 305.5 canopy unit	\$17,752
	305.5 Subtotal of Base and upgrade	\$53,138

Non-Specified Options

383-1679	Upgrade to cab a/c comfort package 3	\$6,170
397-7126	Control, Pattern Changer	NC
415-5025	Cab, with Air Conditioner	NC
397-7064	Lines, Stick	NC
397-7086	Lines, Boom	NC
419-4783	Alarm Travel	NC
434-2092	Belt, Seat, 3" Retractable	NC
428-7870	Mirror, Cab Right	NC
436-2526	Stick Package, Long. W/O 2nd Aux	NC
428-7874	Seat, Seat, Fabric, High Back	NC
378-1245	Cooling, High Ambient	NC
431-7303	Engine General	NC
436-2494	Track, Rubber Belt	NC
367-0949	Counterweight, Std	NC
397-7157	Blade, Straight, Weld-on	NC
377-4519	Standard Drain	NC
421-8926	Serialized Technical Media Kit	NC
397-6940	Instructions, ANSI	NC
432-2774	radio	\$303

Sub-total of Non -Specified options	\$6,473
less 23.5% sheriffs Discount	-\$1,521
Total of Non Specified Options	\$4,952

Subtotal of base , Upgrade and Non - Specified options	\$58,090
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**Work
Tools**

		MSRP	SB
303-1311	16" Dig Bucket	\$1,090	\$916
303-1314	24" Dig Bucket, HD	\$1,350	\$1,134
303-1315	30" Dig Bucket	\$1,461	\$1,227
309-1948	Hydraulic thumb 24" and 30" bucket match	\$2,403	\$2,019
203-0983	Connecting lines	\$660	\$554

--

Warranty

1 year 1500 hour New Machine

included

Best
regards,

Rich Smith
Ring Power Corporation



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

HYDRAULIC MINI EXCAVATOR - 7,105 LB. OPERATING WEIGHT SPECIFICATION #35

2015 Caterpillar 303E CR

The Caterpillar 303E CR purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$35,386.00	\$35,386.00	\$35,386.00	\$34,267.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	303E CR			
DEALER:	Ring Power Corporation	Ring Power Corporation	Ring Power Corporation	Kelly Tractor Co
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$35,386.00	\$35,386.00	\$35,386.00	\$34,267.00

Order Code Delete Options		Western & Northern & Central	Southern
457-3293 ¹ 300.9D ²	Optional equipment - specify UPGRADE TO 303E CR MA 2 PACKAGE (CANOPY WITH STEEL DOUBLE GROUSER TRACKS) ¹ MODEL DOWNGRADE TO BASE 300.9D MINI EXCAVATOR #448-5781 W/FREIGHT & PREP ONLY ²	\$451.00 ¹	(\$14,923.00) ²
457-3294 ¹ 301.4C ²	Optional equipment - specify UPGRADE TO 303E CR MA 3 PACKAGE (ENCLOSED CAB WITH RUBBER BELT TRACKS) ¹ MODEL DOWNGRADE TO BASE 301.4C MINI EXCAVATOR #448-9632 W/FREIGHT & PREP ONLY ²	\$3,396.00 ¹	(\$10,078.00) ²
457-3295 ¹ 301.7D ²	Optional equipment - specify UPGRADE TO 303E CR MA 3 PACKAGE (ENCLOSED CAB WITH STEEL DOUBLE GROUSER TRACKS) ¹ MODEL DOWNGRADE TO BASE 301.7D MINI EXCAVATOR #448-8451 W/FREIGHT & PREP ONLY ²	\$3,847.00 ¹	(\$8,817.00) ²
301.7D CR ²	Optional equipment - specify MODEL DOWNGRADE TO BASE 301.7D COMPACT RADIUS MINI EXCAVATOR #442-0489 W/FREIGHT & PREP ONLY ²		(\$7,420.00) ²
302.4D ²	Optional equipment - specify MODEL DOWNGRADE TO BASE 302.4D MINI EXCAVATOR #449-1280 W/FREIGHT & PREP ONLY ²		(\$3,278.00) ²
302.7D ²	Optional equipment - specify MODEL DOWNGRADE TO BASE 302.7D MINI EXCAVATOR #447-7971 W/FREIGHT & PREP ONLY ²		(\$2,430.00) ²
	Optional equipment - specify		
	Optional equipment - specify		
	Optional equipment - specify		
	Optional equipment - specify		

Order Code Add Options		Western & Northern & Central	Southern
303.5E CR ²	Optional equipment - specify MODEL UPGRADE TO BASE 303.5E COMPACT RADIUS MINI EXCAVATOR #436-7911 W/FREIGHT & PREP ONLY ²		\$3,795.00 ²
384-5013 ¹	Optional equipment - specify KIT, HYDRAULIC QC LINES, 3 TON ¹	\$913.00 ¹	
309-1917 ¹	Optional equipment - specify THUMB, HYDRAULIC ¹	\$1,549.00 ¹	
282-9315 ¹	Optional equipment - specify BUCKET-DITCH CLEANING, 55" ¹	\$774.00 ¹	
220-7137 ¹	Optional equipment - specify A19B AUGER, DRIVE UNIT ¹	\$2,041.00 ¹	
153-4084 ¹	Optional equipment - specify BIT, AUGER 9" ¹	\$327.00 ¹	
448-5781 ¹	Optional equipment - specify DOWNGRADE TO CAT 300.9, BASE MACHINE ONLY ¹	(\$14,733.00) ¹	

VEHICLE:	303E CR			
DEALER:	Ring Power Corporation	Ring Power Corporation	Ring Power Corporation	Kelly Tractor Co
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$35,386.00	\$35,386.00	\$35,386.00	\$34,267.00

442-0489 ¹	Optional equipment - specify <i>DOWNGRADE TO CAT 301.7, BASE MACHINE ONLY¹</i>	(\$7,057.00) ¹	
447-7971 ¹	Optional equipment - specify <i>DOWNGRADE TO CAT 302.7, BASE MACHINE ONLY¹</i>	(\$1,974.00) ¹	
383-5896 ¹	Optional equipment - specify <i>UPGRADE TO CAT 303.5, BASE MACHINE ONLY¹</i>	\$1,900.00 ¹	
383-1703 ¹	Optional equipment - specify <i>UPGRADE TO CAT 304, BASE MACHINE ONLY¹</i>	\$5,032.00 ¹	
377-8936 ¹	Optional equipment - specify <i>UPGRADE TO CAT 305, BASE MACHINE ONLY¹</i>	\$11,591.00 ¹	
383-1677 ¹	Optional equipment - specify <i>UPGRADE TO CAT 305.5, BASE MACHINE ONLY¹</i>	\$17,752.00 ¹	
	Optional equipment - specify		
	Optional equipment - specify		
	Optional equipment - specify		
	Optional equipment - specify		
	Optional equipment - specify		
	Optional equipment - specify		
	Optional equipment - specify		
	Temporary tag		
	Transfer existing registration (must provide tag number)		
	New state tag (specify state, county, city, sheriff, etc.)		
	Maintenance Plan – specify		
	Maintenance Plan – specify		
	Warranty - specify <i>3 YEAR / 3,000 HOUR PREMIER ESC WARRANTY¹</i>	\$1,981.00 ¹	
	Warranty - specify <i>3 YEAR / 3,000 HOUR POWERTRAIN WARRANTY¹</i>	\$495.00 ¹	
28% Discount ¹	Discount percentage off manufacturer's current published retail prices for non-specified options and any optional models bid. This discount ONLY APPLIES to a downgrade or an upgrade to the model listed in this specification. It does not apply to a completely different make or model. (The discount is applied to the manufacturer's current published retail prices.) <i>28% DISCOUNT ON CAT 303E CR MINI EXCAVATOR; 23.5% DISCOUNT ON CAT 303.5, 304, 305, & 305.5 MINI EXCAVATORS; 27% DISCOUNT ON CAT 300.9, 301.7, & 302.7 MINI EXCAVATORS; 16% DISCOUNT ON ALL CAT WORK TOOLS.¹</i> <i>27% Discount on Cat models 300.9 - 308 Mini Hydraulic Excavators. 16% Discount on all Cat Work Tools.²</i>		
27% Discount ²			



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 10, 2015		
Agenda Item Name		
Event Request		
Requested Action		
Move to approve Sommer Sports request to allow open alcoholic beverage containers during 2015 race season.		
Staff Report		
Sommer Sports is requesting approval to allow open container alcoholic beverages during their 2015 race season to participants 21 years and older. Each participant will be given one alcoholic beverage upon completing the race and will remain in a controlled area designated and approved by Sommer Sports and City of Clermont. Sommer Sports has agreed to comply with City rules and regulations and procedures regarding open container alcoholic beverages on City property.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Open Container Request - Sommer Sports Alcohol Request - Sommer Sports 2015.pdf		

Date: February 26th, 2015

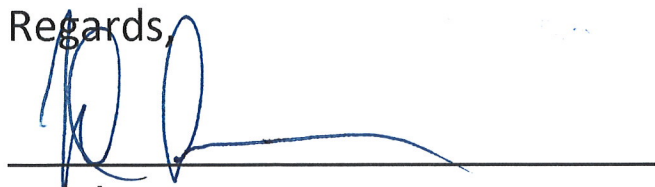
To whom it may concern:

Sommer Sports has acquired a Beer sponsor for all of our 2015 race calendar events. We are requesting permission to be able to serve a 12 ounce glass of beer to each athlete that is 21 years of age or older.

Sommer Sports will comply with all the rules and regulation that the City has concerning the pouring of the beer. We will hire a licensed bartending service to pour at our events.

Thank you for your consideration.

Regards,



Fred Sommer
President



CITY OF CLERMONT Alcohol Request Form

Date of Application: 12-22-14 Name of Event: Florida Challenge Triathlon
Date (s) of Event: 3-21-15 Location of Event: Waterfront Park
Event Times: From: 7 (am/pm) To: 4:30 am/pm
Name of Organization/Renter: TriAmerica Foundation
Check Type of Organization: ☐ Not for Profit ☒ For Profit ☐ Commercial ☐ Individual ☐ Government
Contact Name: Fred Sommer Email: Fred@SommerSports.com
Day Phone: (352) 394-1320 Cell Phone: (352) 636-2942
Address: 1271 Commons CT City: Clermont State: FL Zip: 34711
Event Description: Athletic event -

What do you plan on serving? ☒ Beer ☒ Wine/Champagne (check all that apply) ☐ Other _____

What is your beverage containment area? Outside event attach diagram, Inside event list room/s: _____

Who is your licensed beverage caterer? _____

I declare that all information herein is true and complete to the best of my knowledge.
I understand that approval of this request is NOT a grant of a liquor license.

[Signature]
Applicant Signature

12-29-2014
Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and **PERMISSION TO USE PARK PREMISES FOR THE SERVICE OF ALCOHOLIC BEVERAGES IS:**

☐ **GRANTED ALCOHOL BEVERAGES.** In order to receive an alcohol approval for your event, applicant must meet all requirements of the City of Clermont, County and State of Florida. A certificate of insurance is required.

☐ **GRANTED ALCOHOL BEVERAGES AS AMENDED:** _____

☐ **DENIED** for the following reason (s): _____

SIGNATURE

TITLE

DATE

Please return the completed request to:
City of Clermont Parks & Recreation
Attention: Special Event Request
3700 South Highway 27, Clermont, FL 34711



CITY OF CLERMONT Alcohol Request Form

Date of Application: 12.22.14 Name of Event: 32nd Annual Great Clermont Triathlon
Date (s) of Event: 3.22.15 Location of Event: Waterfront Park
Event Times: From: 7 (am/pm) To: 12:30 am (pm)
Name of Organization/Renter: TriAmerica Foundation
Check Type of Organization: ☐ Not for Profit ☐ For Profit ☐ Commercial ☐ Individual ☐ Government
Contact Name: Fred Sommer Email: Fred@SommerSports.com
Day Phone: (352) 394-1320 Cell Phone: (352) 636-2942
Address: 1271 Commons CT City: Clermont State: FL Zip: 34711
Event Description: Athletic event -

What do you plan on serving? ☒ Beer ☒ Wine/Champagne (check all that apply) ☐ Other _____

What is your beverage containment area? Outside event attach diagram, Inside event list room/s: _____

Who is your licensed beverage caterer? _____

I declare that all information herein is true and complete to the best of my knowledge.
I understand that approval of this request is NOT a grant of a liquor license.

[Signature]
Applicant Signature

12-29-14
Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and **PERMISSION TO USE PARK PREMISES FOR THE SERVICE OF ALCOHOLIC BEVERAGES IS:**

☐ **GRANTED ALCOHOL BEVERAGES.** In order to receive an alcohol approval for your event, applicant must meet all requirements of the City of Clermont, County and State of Florida. A certificate of insurance is required.

☐ **GRANTED ALCOHOL BEVERAGES AS AMENDED:** _____

☐ **DENIED** for the following reason (s): _____

SIGNATURE

TITLE

DATE

Please return the completed request to:
City of Clermont Parks & Recreation
Attention: Special Event Request
3700 South Highway 27, Clermont, FL 34711



CITY OF CLERMONT Alcohol Request Form

Date of Application: 12.22.14 Name of Event: Lake minnesota Half & Sunset Triathlon
Date (s) of Event: 4.25.15 Location of Event: Waterfront Park
Event Times: From: 7 am/pm To: 9 am/pm
Name of Organization/Renter: TriAmerica Foundation
Check Type of Organization: ☐ Not for Profit ☐ For Profit ☐ Commercial ☐ Individual ☐ Government
Contact Name: Fred Sommer Email: Fred@SommerSports.com
Day Phone: (352) 394-1320 Cell Phone: (352) 636-2942
Address: 1271 Commons CT City: Clermont State: FL Zip: 34711
Event Description: Athletic event -

What do you plan on serving? ☒ Beer ☒ Wine/Champagne (check all that apply) ☐ Other _____

What is your beverage containment area? Outside event attach diagram, Inside event list room/s: _____

Who is your licensed beverage caterer? _____

I declare that all information herein is true and complete to the best of my knowledge.
I understand that approval of this request is NOT a grant of a liquor license.

[Signature]
Applicant Signature

12-29-14
Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and **PERMISSION TO USE PARK PREMISES FOR THE SERVICE OF ALCOHOLIC BEVERAGES IS:**

☐ **GRANTED ALCOHOL BEVERAGES.** In order to receive an alcohol approval for your event, applicant must meet all requirements of the City of Clermont, County and State of Florida. A certificate of insurance is required.

☐ **GRANTED ALCOHOL BEVERAGES AS AMENDED:** _____

☐ **DENIED** for the following reason (s): _____

SIGNATURE

TITLE

DATE

Please return the completed request to:
City of Clermont Parks & Recreation
Attention: Special Event Request
3700 South Highway 27, Clermont, FL 34711



CITY OF CLERMONT Alcohol Request Form

Date of Application: 12.22.14 Name of Event: Girls on Fire Sprint
Date (s) of Event: 5.10.15 Location of Event: Waterfront Park
Event Times: From: 7 am/pm To: 1230 am/pm
Name of Organization/Renter: TriAmerica Foundation
Check Type of Organization: ☐ Not for Profit ☐ For Profit ☐ Commercial ☐ Individual ☐ Government
Contact Name: Fred Sommer Email: Fred@SommerSports.com
Day Phone: (352) 394.1320 Cell Phone: (352) 636.2942
Address: 1271 Commons CT City: Clermont State: FL Zip: 34711
Event Description: Athletic event -

What do you plan on serving? ☒ Beer ☒ Wine/Champagne (check all that apply) ☐ Other _____

What is your beverage containment area? Outside event attach diagram, Inside event list room/s: _____

Who is your licensed beverage caterer? _____

I declare that all information herein is true and complete to the best of my knowledge.
I understand that approval of this request is NOT a grant of a liquor license.

[Signature]
Applicant Signature

12-29-14
Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and **PERMISSION TO USE PARK PREMISES FOR THE SERVICE OF ALCOHOLIC BEVERAGES IS:**

☐ **GRANTED ALCOHOL BEVERAGES.** In order to receive an alcohol approval for your event, applicant must meet all requirements of the City of Clermont, County and State of Florida. A certificate of insurance is required.

☐ **GRANTED ALCOHOL BEVERAGES AS AMENDED:** _____

☐ **DENIED** for the following reason (s): _____

SIGNATURE

TITLE

DATE

Please return the completed request to:
City of Clermont Parks & Recreation
Attention: Special Event Request
3700 South Highway 27, Clermont, FL 34711



CITY OF CLERMONT Alcohol Request Form

Date of Application: 12.22.14 Name of Event: Central Florida Triathlon #1
Date (s) of Event: 6.6.15 Location of Event: Waterfront Park
Event Times: From: 7 am/pm To: 11 am/pm
Name of Organization/Renter: TriAmerica Foundation
Check Type of Organization: ☐ Not for Profit ☐ For Profit ☐ Commercial ☐ Individual ☐ Government
Contact Name: Fred Sommer Email: Fred@SommerSports.com
Day Phone: (352) 394-1320 Cell Phone: (352) 636-2942
Address: 1271 Commons CT City: Clermont State: FL Zip: 34711
Event Description: Athletic event -

What do you plan on serving? ☒ Beer ☒ Wine/Champagne (check all that apply) ☐ Other _____
What is your beverage containment area? Outside event attach diagram, Inside event list room/s: _____
Who is your licensed beverage caterer? _____

I declare that all information herein is true and complete to the best of my knowledge.
I understand that approval of this request is NOT a grant of a liquor license.

[Signature]
Applicant Signature

12-29-14
Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and **PERMISSION TO USE PARK PREMISES FOR THE SERVICE OF ALCOHOLIC BEVERAGES IS:**

- ☐ **GRANTED ALCOHOL BEVERAGES.** In order to receive an alcohol approval for your event, applicant must meet all requirements of the City of Clermont, County and State of Florida. A certificate of insurance is required.
- ☐ **GRANTED ALCOHOL BEVERAGES AS AMENDED:** _____
- ☐ **DENIED** for the following reason (s): _____

SIGNATURE

TITLE

DATE

Please return the completed request to:
City of Clermont Parks & Recreation
Attention: Special Event Request
3700 South Highway 27, Clermont, FL 34711



CITY OF CLERMONT Alcohol Request Form

Date of Application: 12-22-14 Name of Event: Central Florida Sprint Triathlon #2
Date (s) of Event: 7-11-15 Location of Event: Waterfront Park
Event Times: From: 7 am/pm To: 11 am/pm
Name of Organization/Renter: TriAmerica Foundation
Check Type of Organization: ☐ Not for Profit ☐ For Profit ☐ Commercial ☐ Individual ☐ Government
Contact Name: Fred Sommer Email: Fred@SommerSports.com
Day Phone: (352) 394-1320 Cell Phone: (352) 636-2942
Address: 1271 Commons CT City: Clermont State: FL Zip: 34711
Event Description: Athletic event -

What do you plan on serving? ☒ Beer ☒ Wine/Champagne (check all that apply) ☐ Other _____

What is your beverage containment area? Outside event attach diagram, Inside event list room/s: _____

Who is your licensed beverage caterer? _____

I declare that all information herein is true and complete to the best of my knowledge.
I understand that approval of this request is NOT a grant of a liquor license.

[Signature]
Applicant Signature

12-29-14
Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and **PERMISSION TO USE PARK PREMISES FOR THE SERVICE OF ALCOHOLIC BEVERAGES IS:**

☐ **GRANTED ALCOHOL BEVERAGES.** In order to receive an alcohol approval for your event, applicant must meet all requirements of the City of Clermont, County and State of Florida. A certificate of insurance is required.

☐ **GRANTED ALCOHOL BEVERAGES AS AMENDED:** _____

☐ **DENIED** for the following reason (s): _____

SIGNATURE

TITLE

DATE

Please return the completed request to:
City of Clermont Parks & Recreation
Attention: Special Event Request
3700 South Highway 27, Clermont, FL 34711



CITY OF CLERMONT Alcohol Request Form

Date of Application: 12.22.14 Name of Event: Central Florida Sprint Triathlon #3
Date (s) of Event: 8.8.15 Location of Event: Waterfront Park
Event Times: From: 7 (am/pm) To: 11 (am/pm)
Name of Organization/Renter: TriAmerica Foundation
Check Type of Organization: ☐ Not for Profit ☒ For Profit ☐ Commercial ☐ Individual ☐ Government
Contact Name: Fred Sommer Email: Fred@SommerSports.com
Day Phone: (352) 394.1320 Cell Phone: (352) 636.2942
Address: 1271 Commons CT City: Clermont State: FL Zip: 34711
Event Description: Athletic event -

What do you plan on serving? ☒ Beer ☒ Wine/Champagne (check all that apply) ☐ Other _____

What is your beverage containment area? Outside event attach diagram, Inside event list room/s: _____

Who is your licensed beverage caterer? _____

I declare that all information herein is true and complete to the best of my knowledge.
I understand that approval of this request is NOT a grant of a liquor license.

[Signature]
Applicant Signature

12-29-14
Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and **PERMISSION TO USE PARK PREMISES FOR THE SERVICE OF ALCOHOLIC BEVERAGES IS:**

☐ **GRANTED ALCOHOL BEVERAGES.** In order to receive an alcohol approval for your event, applicant must meet all requirements of the City of Clermont, County and State of Florida. A certificate of insurance is required.

☐ **GRANTED ALCOHOL BEVERAGES AS AMENDED:** _____

☐ **DENIED** for the following reason (s): _____

SIGNATURE

TITLE

DATE

Please return the completed request to:
City of Clermont Parks & Recreation
Attention: Special Event Request
3700 South Highway 27, Clermont, FL 34711



CITY OF CLERMONT Alcohol Request Form

Date of Application: 12.22.14 Name of Event: Central Florida Sprint Triathlon #4
Date (s) of Event: 9.12.15 Location of Event: Waterfront Park
Event Times: From: 7 am/pm To: 11 am/pm
Name of Organization/Renter: TriAmerica Foundation
Check Type of Organization: ☐ Not for Profit ☐ For Profit ☐ Commercial ☐ Individual ☐ Government
Contact Name: Fred Sommer Email: Fred@SommerSports.com
Day Phone: (352) 394-1320 Cell Phone: (352) 636-2942
Address: 1271 Commons CT City: Clermont State: FL Zip: 34711
Event Description: Athletic event -

What do you plan on serving? ☒ Beer ☒ Wine/Champagne (check all that apply) ☐ Other _____

What is your beverage containment area? Outside event attach diagram, Inside event list room/s: _____

Who is your licensed beverage caterer? _____

I declare that all information herein is true and complete to the best of my knowledge.
I understand that approval of this request is NOT a grant of a liquor license.

[Signature]
Applicant Signature

12-29-14
Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and **PERMISSION TO USE PARK PREMISES FOR THE SERVICE OF ALCOHOLIC BEVERAGES IS:**

☐ **GRANTED ALCOHOL BEVERAGES.** In order to receive an alcohol approval for your event, applicant must meet all requirements of the City of Clermont, County and State of Florida. A certificate of insurance is required.

☐ **GRANTED ALCOHOL BEVERAGES AS AMENDED:** _____

☐ **DENIED** for the following reason (s): _____

SIGNATURE

TITLE

DATE

Please return the completed request to:
City of Clermont Parks & Recreation
Attention: Special Event Request
3700 South Highway 27, Clermont, FL 34711



CITY OF CLERMONT Alcohol Request Form

Date of Application: 12.22.14 Name of Event: Great Floridian Triathlon
Date (s) of Event: 10.24.15 Location of Event: Waterfront Park
Event Times: From: 7 am/pm To: 2 am/pm
Name of Organization/Renter: TriAmerica Foundation
Check Type of Organization: ☐ Not for Profit ☐ For Profit ☐ Commercial ☐ Individual ☐ Government
Contact Name: Fred Sommer Email: Fred@SommerSports.com
Day Phone: (352) 394-1320 Cell Phone: (352) 636-2942
Address: 1271 Commons CT City: Clermont State: FL Zip: 34711
Event Description: Athletic event -

What do you plan on serving? ☒ Beer ☒ Wine/Champagne (check all that apply) ☐ Other _____

What is your beverage containment area? Outside event attach diagram, Inside event list room/s: _____

Who is your licensed beverage caterer? _____

I declare that all information herein is true and complete to the best of my knowledge.
I understand that approval of this request is NOT a grant of a liquor license.

[Signature]
Applicant Signature

12-29-14
Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and **PERMISSION TO USE PARK PREMISES FOR THE SERVICE OF ALCOHOLIC BEVERAGES IS:**

☐ **GRANTED ALCOHOL BEVERAGES.** In order to receive an alcohol approval for your event, applicant must meet all requirements of the City of Clermont, County and State of Florida. A certificate of insurance is required.

☐ **GRANTED ALCOHOL BEVERAGES AS AMENDED:** _____

☐ **DENIED** for the following reason (s): _____

SIGNATURE

TITLE

DATE

Please return the completed request to:
City of Clermont Parks & Recreation
Attention: Special Event Request
3700 South Highway 27, Clermont, FL 34711



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 10, 2015		
Agenda Item Name		
Resolution No. 2015-10		
Requested Action		
Move to approve Resolution No. 2015-10		
Staff Report		
Resolution No. 2015-10 provides for a proposed Reserves Policy. The purpose of the Policy is to provide sufficient cash flow for daily financial needs, to secure and maintain investment grade bond ratings, to offset significant economic downturns resulting in revenue shortfalls and to provide funds for unforeseen expenditures. The Policy provides for Emergency and Capital Replacement Reserves restrictions to be established by the City Council during the annual budget adoption process. The Policy was discussed with the City Council on February 26.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution No. 2015-10	Resolution No. 2015-10 - Reserves Policy.doc	
2. Reserves Policy	Reserves Policy - 3-10-15.docx	

CITY OF CLERMONT
RESOLUTION NO. 2015-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA ADOPTING A RESERVES POLICY FOR THE CITY OF CLERMONT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Clermont deems it advisable and in the best interest of the City to establish a Reserves Policy;

NOW, THEREFORE, BE IT RESOLVED, that the City of Clermont Reserves Policy is hereby adopted as follows:

SECTION 1.

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

SECTION 2.

Any resolution previously adopted by the City Council and in conflict herewith is hereby repealed to the extent of the conflict.

SECTION 3.

This Resolution shall take effect immediately upon its adoption.

CITY OF CLERMONT
RESOLUTION NO. 2015-10

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida this 10th day of March, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



Reserves Policy

A. Purpose

The purpose of the Reserves Policy is to provide sufficient cash flow for daily financial needs, to secure and maintain investment-grade bond ratings, to offset significant economic downturns resulting in revenue shortfalls and to provide funds for unforeseen expenditures. Reserves information is used to identify the available resources to repay long-term debt, reduce property taxes, add, expand or enhance existing programs, or enhance the financial position of the City, in accordance with the policies established by the City Council.

B. Definitions

1. Reserves – Total of cash, investments and receivables less current liabilities.
2. Restricted Reserves – The portion of reserves that is restricted by external sources such as debt covenants, grantors, and contributors, regulations of other governments or laws through constitutional provisions of enabling legislature or by the City Council.
3. Unrestricted Reserves – The portion of total reserves that is not restricted.
4. Operating Expenditures – Total expenditures less capital outlay and any other non-recurring expenditures.

C. Restricted Reserves Established by the City Council

The City establishes a restricted reserve amount in the General Fund, Water Fund, Sewer Fund, Stormwater Fund and Sanitation Fund identified as an **Emergency Reserve**. The reserve is established to ensure funding of public services during disaster situations such as, but not limited to hurricanes. The amount shall be **twenty-five (25%) percent** of the funds' operating expenditures included in the budget approved at the beginning of each fiscal year.

In addition, the City Council may establish additional restricted reserve amounts identified as **Capital Replacement Reserves** in order to set aside funds for future major capital projects. The amounts shall be set by the City Council through the annual budget adoption process.

The City shall strive to maintain the twenty-five (25%) reserve threshold in the Building Services Fund and Employee Group Medical Self Insurance Fund as well.

All reserve restrictions amounts and descriptions shall be clearly identified in the annual budget.

D. Reserves Spending Order

The City considers restricted reserves to be spent first when both restricted and unrestricted reserves are available unless there are external and/or internal restrictions that prohibit doing this, such as grant agreements requiring dollar for dollar spending.

E. Annual Review

Compliance with the provisions of this Policy shall be reviewed as part of the annual budget adoption process. Minimum reserve targets may also be reviewed during the budget process. Any changes to the targeted amounts established herein must be approved by the City Council.

F. Effective Date

This Policy shall take effect immediately upon adoption.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 10, 2015		
Agenda Item Name		
Resolution No. 2015-04		
Requested Action		
Move to approve Resolution 2015-04.		
Staff Report		
This request was presented before the City Council on February 24, 2015. The Council tabled the request to March 10, 2015 to allow the applicant time to revise the plan. Due to the short turnaround time, the applicant will be presenting his options during the March 10 meeting. The applicant is requesting a Conditional Use Permit (CUP) to allow for an outdoor commercial ice machine/vending unit in the C-2 General Commercial zoning district. Under Sec. 122-224 (b) of the Land Development Code, the C-2 zoning district may permit this type of use through a Conditional Use Permit since the classification of a use is uncertain. The applicant desires to place a self-serve ice vending machine in the parking lot on the existing parcel. Currently, the property is used for permitted C-2 uses along with a Conditional Use Permit for a church that was granted under Resolution 2014-20. The ice machine area will be 6 feet by 11 feet. The height of the unit will not exceed 10 feet. The applicant has provided a preliminary site plan prepared by GatorSkitch, dated December 18, 2014. The applicant has agreed to update the parking stalls along with installing additional landscaping in the area of the ice machine and along State Road 50. The addition of the self-serve ice vending machine in the parking lot could be viewed as consistent with the area as a whole and would provide the applicant with an opportunity to redevelop a portion of the site and to generate income. Staff believes that the proposal meets the intent of the C-2 General Commercial zoning district. Staff believes that the self-serve ice vending machine can co-exist with the other existing uses on site. Based upon the information presented, staff recommends approval of this request. At the Planning & Zoning Commission meeting Feb. 3, 2015, Commissioner Solis moved to recommend approval of the conditional use permit; seconded by Commissioner Whitehead. The vote was unanimous to recommend approval of the conditional use permit.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)			
1.	Resolution	CUP Res 2015-04.docx	
2.	CUP Conditions	Ice Machine Vending Conditions.docx	
3.	Map of Location	Ice Machine CUP Map.pdf	
4.	Pictures of site	Street View Pics.pdf	
5.	Site Plan	Site Plan.pdf	
6.	Minutes	2-3-2015.doc	
7.	Application	Application.pdf	
8.	Legal Ad	CUP Legal AD Ice Machine.docx	

**CITY OF CLERMONT
RESOLUTION NO. 2015-04**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR AN OUTDOOR COMMERCIAL ICE MACHINE/VENDING UNIT IN THE C-2 GENERAL COMMERCIAL ZONING DISTRICT.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held February 3, 2015 recommended approval of this Conditional Use Permit to allow for an outdoor commercial ice machine/vending unit in the C-2 General Commercial zoning district; at the following location:

LOCATION:

1 Westgate Plaza
Alternate Key 1615569

The City Council deems it advisable in the interest of the general welfare of the City of Clermont, Lake County, Florida to grant this Conditional Use Permit.

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

This application for a Conditional Use Permit is to allow for an outdoor commercial ice machine/vending unit in the C-2 General Commercial zoning district; be granted subject to the following conditions:

CONDITIONAL USE PERMIT CONDITIONS:

Section 1 - General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No further expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit. Conditional Use Permit granted under Resolution 2014-20 will be null and void upon approval of this Resolution. Resolution 2014-20 permitted a church to use the building on the property and is incorporated into this Conditional Use Permit.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.

CITY OF CLERMONT
RESOLUTION NO. 2015-04

4. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of approval by the City Council or the permit shall become null and void.
5. The applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
6. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may open the Conditional Use Permit for further conditions or revoke this Conditional Use Permit by resolution.
7. No business can occupy any portion of the building(s) after construction and final Certificate of Occupancy unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Clermont Development Services Department.
8. Should approved uses cease operation for more than one year, a new Conditional Use Permit shall be required for the same or similar operations.
9. In the event that parking at this site proves inadequate, the City reserves the right to open the Conditional Use Permit for further review and additional conditions which may include additional parking requirements or revocation of the Conditional Use Permit.
10. In the event that the noise levels create a nuisance to the surrounding property owners, the City reserves the right to open the Conditional Use Permit for further review and additional conditions.
11. Should a new business that sells alcoholic beverages for onsite consumption wish to locate within 500 feet of the church, the church would not contest said use within 500 feet of the church.
12. The site shall be limited to one outdoor commercial ice machine/vending unit that must meet all the setbacks required for the C-2 General Commercial building setbacks.
13. The outdoor commercial ice machine/vending unit may be placed on the site and would be exempt from Section 122-223 (c) that prohibits outdoor uses.
14. Wall type signage may be place only on the commercial ice machine and sized in accordance with the Land Development Code for the ice machine side and/or ends.

CITY OF CLERMONT
RESOLUTION NO. 2015-04

15. The applicant shall be required to submit a formal site plan for review and approval by Site Review Committee (SRC). The project shall be designed in substantial accordance with the conceptual site plan prepared by GatorSkitch Corporation, dated December 18, 2014.

Section 2 – Land Use

1. The property is approved for a house of worship on the top floor of the building located at 1 Westgate Plaza.
2. The property is approved for one (1) outdoor commercial ice machine/vending unit not to exceed the dimensions of 6 feet wide by 11 feet long by 10 feet high.
3. The property is approved for any approved C-2 commercial uses permitted under Section 122-223 of the City's Land Development Code.

CITY OF CLERMONT
RESOLUTION NO. 2015-04

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 10th day of March, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

CONDITIONAL USE PERMIT CONDITIONS:

Section 1 - General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No further expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit. Conditional Use Permit granted under Resolution 2014-20 will be null and void upon approval of this resolution. Resolution 2014-20 permitted a church to use the building on the property and is incorporated into this CUP.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of approval by the City Council or the permit shall become null and void.
5. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
6. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may open the Conditional Use Permit for further conditions or revoke this Conditional Use Permit by resolution.
7. No business can occupy any portion of the building(s) after construction and final Certificate of Occupancy unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Clermont Development Services Department.
8. Should approved uses cease operation for more than one year, a new Conditional Use Permit shall be required for the same or similar operations.
9. In the event that parking at this site proves inadequate the City reserves the right to open the Conditional Use Permit for further review and additional conditions which may include additional parking requirements or revocation of the Conditional Use Permit.

10. In the event that the noise levels create a nuisance to the surrounding property owners, the City reserves the right to open the Conditional Use Permit for further review and additional conditions.
11. Should a new business that sells alcoholic beverages for onsite consumption wish to locate within 500 feet of the church, the church would not contest said use within 500 feet of the church.
12. The site shall be limited to one outdoor commercial ice machine/vending unit that must meet all the setbacks required for the C-2 General Commercial building setbacks.
13. Wall type signage may be placed only on the commercial ice machine and sized in accordance with the LDC for the ice machine side and/or ends.
14. The applicant shall be required to submit a formal site plan for review and approval by Site Review Committee (SRC). The project shall be designed in substantial accordance with the conceptual site plan prepared by GatorSketch Corporation, dated December 18, 2014.

Section 2 – Land Use

1. The property is approved for a house of worship on the top floor of the building located at 1 Westgate Plaza.
2. The property is approved for one (1) outdoor commercial ice machine/vending unit not to exceed the dimensions of 6 feet wide by 11 feet long by 10 feet high.
3. The property is approved for any approved C-2 commercial uses permitted under Section 122-223 of the City's Land Development Code.

Ice Vending Machine
1 Westgate Plaza - CUP

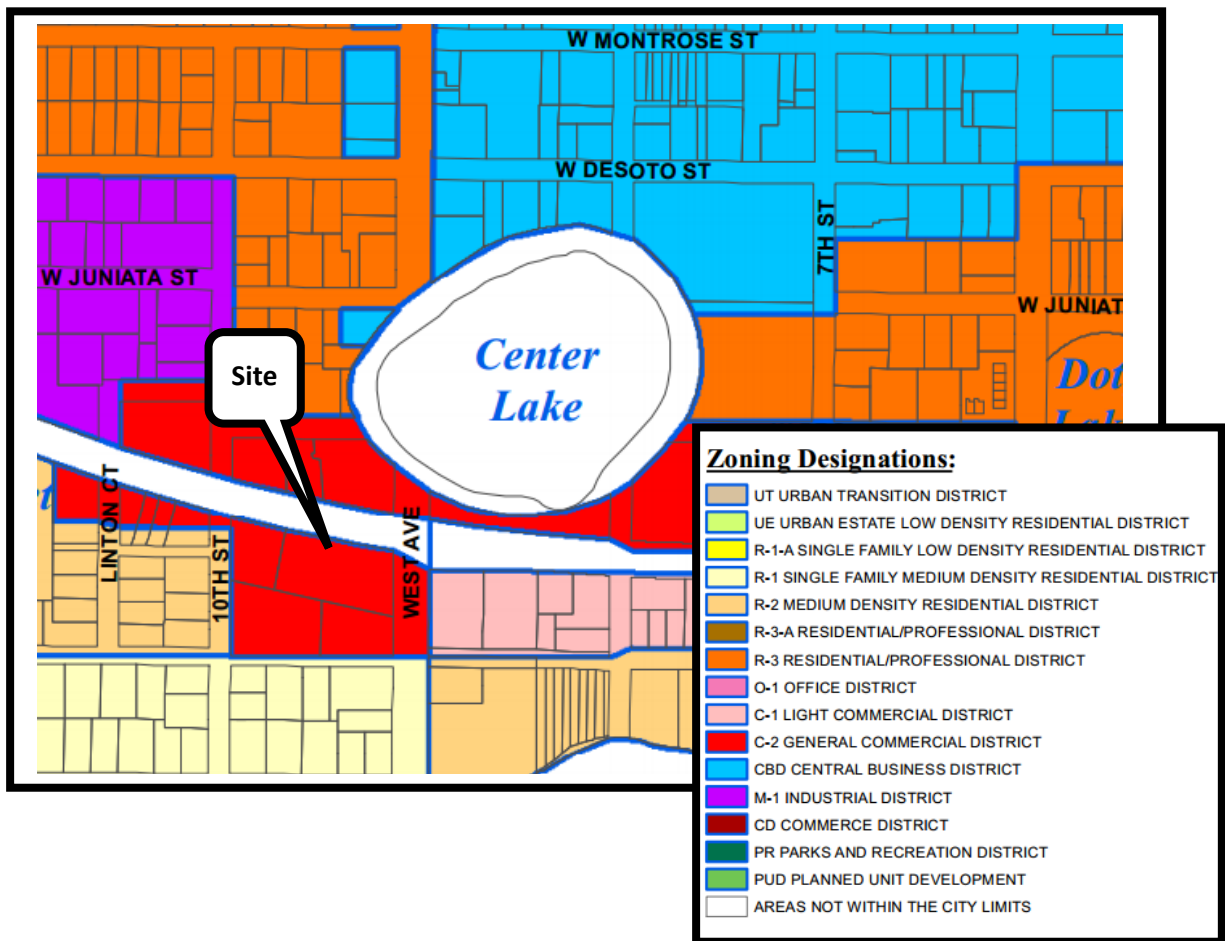
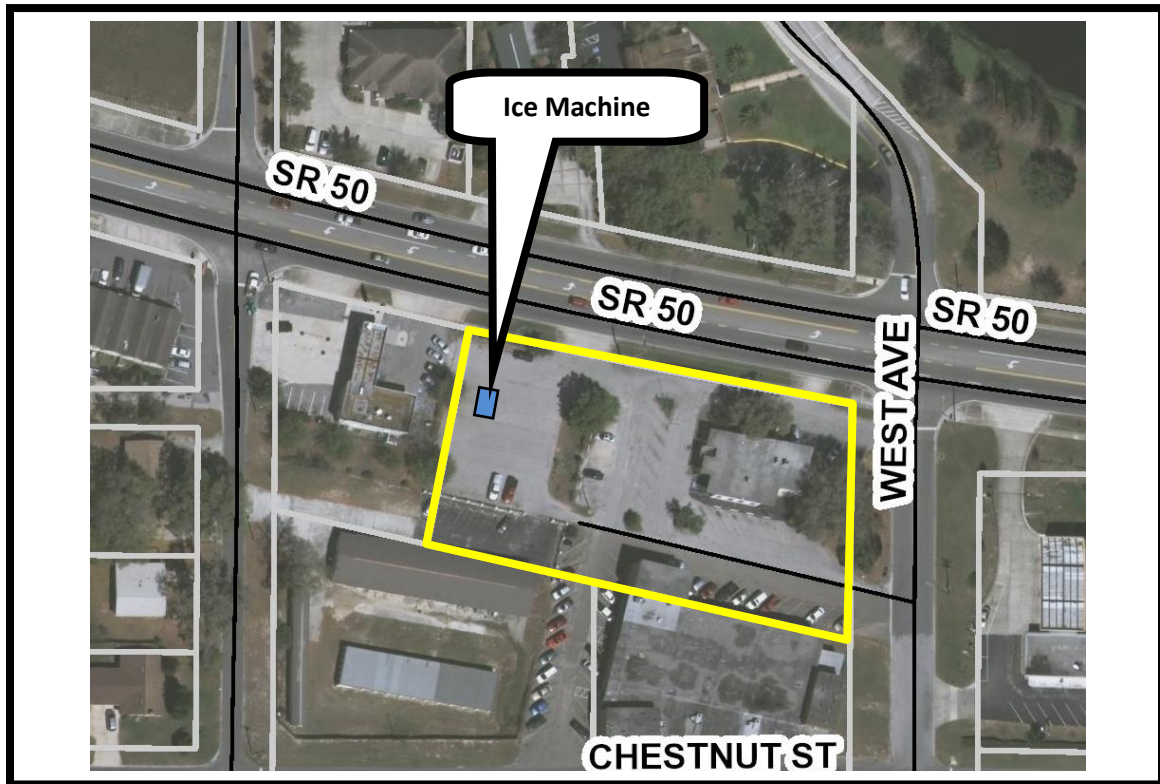


Exhibit – Street View
Westgate Plaza – Ice Machine



**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
February 3, 2015**

Page 1

The meeting of the Planning & Zoning Commission was called to order Tuesday February 3, 2015 at 7:00 p.m. by Chairman Nick Jones. Other members present were Carlos Solis, Herb Smith, Cuqui Whitehead, Jack Martin, and Tony Hubbard. Also in attendance were Barbara Hollerand, Development Services Director, John E. Kruse, Senior Planner, Dan Mantzaris, City Attorney, Marivon Adams, Planning Tech, and Rae Chidlow, Planning Specialist.

Chairman Nick Jones introduced the new commission members, Cuqui Whitehead and Jack Martin.

MINUTES of the Planning and Zoning Commission meeting held January 6, 2015 were approved as written.

REPORTS

Commissioner Whitehead stated that SR 50 from Grand Highway to Hancock Road has been designated for one of the fallen soldiers that grew up here in Clermont. She stated that there will be three others that will be designated as well. She stated that the sign has been put up. She stated that U.S. Congressman Daniel Webster has returned part of his wages back to the legislature, because he is trying to lead by example in saving. She stated that in the past four years, he has donated back over a million dollars.

Chairman Jones stated that the tourism expo is going to be at the Clermont City Center at 2:00 pm on February 4, 2014. He stated the South Lake Chamber gala would be held at Bella Collina on Friday.

1. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To allow an outdoor commercial ice machine/vending unit

APPLICANT: Ed Augustine

Senior Planner John Kruse presented the staff report as follows:

The applicant is requesting a Conditional Use Permit (CUP) to allow for an outdoor commercial ice machine/vending unit in the C-2 General Commercial zoning district. Under Sec. 122-224 (b) of the Land Development Code, the C-2 zoning district may permit this type of use through a conditional use permit since the classification of a use is uncertain.

The applicant desires to place a self-serve ice vending machine in the parking lot on the existing parcel. Currently, the property is used for permitted C-2 uses along with a conditional use for a church that was granted under Resolution 2014-20. The ice machine area will be 6 feet by 11 feet. The height of the unit will not exceed 10 feet. The applicant has provided a preliminary site plan prepared by GatorSkitch, dated December 18, 2014. The applicant has agreed to update the parking stalls along with installing additional landscaping in the area of the ice machine and along SR 50.

City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
February 3, 2015

Page 2

The addition of the self-serve ice vending machine in the parking lot could be viewed as consistent with the area as a whole and would provide the applicant with an opportunity to redevelop a portion of the site and to generate income. Staff believes that the proposal meets the intent of the C-2 General Commercial zoning district. Staff believes that the self-serve ice vending machine can co-exist with the other existing uses on site. Based upon the information presented, staff recommends approval of this request.

Mike Latham, GatorSkitch, stated that he was present to answer any questions.

Mohamad Islam, Citgo Gas Station, stated that the gas station is about 30 years old. He stated that he has concerns about this ice machine because it will affect his sales.

Tracy Waalewyn, 10870 Lantana Crest, stated that they had spoken with Mr. Islam previously, and they thought they had an agreement that he could buy ice from the machine to sell at his store because he could get it cheaper. He stated that it could also draw more traffic to his store because people will be buying drinks to go in their coolers along with the ice.

Commissioner Whitehead stated that she doesn't see a need for the ice machine. She stated that there are plenty of facilities that sell ice and their facilities are controlled. She stated that this vending machine will not be controlled.

Mr. Waalewyn stated boaters and commercial landscape companies will stop at these ice machines because they are less expensive. He stated that these types of ice machines are all over central Florida.

Commissioner Solis asked if they will have a separate water meter for making the ice.

Mr. Waalewyn stated that they will have a separate meter.

Commissioner Smith stated that it will be easier to get ice from the vending machine when pulling a boat or trailer.

Commissioner Martin asked about improved landscape plan.

Mr. Waalewyn showed where the new landscaping will be provided. He stated that because of the power lines, they will use understory trees, versus canopy trees.

Commissioner Whitehead asked about the maintenance of the vending machine.

Mr. Waalewyn stated that it will be monitored with a security system. He stated that it is remotely monitored so if it breaks down, it will email him so he can immediately go take care of it.

City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
February 3, 2015

Page 3

Ed Augustine, 1 Westgate Plaza, stated that there is an office manager there during the day, so it will be monitored by her while she is present.

Commissioner Solis moved to recommend approval of the conditional use permit; seconded by Commissioner Whitehead. The vote was unanimous to recommend approval of the conditional use permit.

Commissioner Whitehead asked the Commission if they would prefer to meet at 6:30 pm., rather than 7:00 pm.

Commissioner Martin moved to request to change the ordinance to move the Planning and Zoning meeting from 7:00 pm to 6:30 pm; seconded by Commissioner Whitehead. The vote was unanimous to recommend approval of changing the ordinance.

There being no further business, the meeting was adjourned at 7:25 pm.

Nick Jones, Chairman

ATTEST:

Rae Chidlow – Planning Specialist



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

DATE: 12-20-2014

FEE: _____

PROJECT NAME (if applicable): _____

APPLICANT: Tracy Waalewyn

CONTACT PERSON: Tracy Waalewyn

Address: 10870 Lantana Creat

City: Clermont State: FL Zip: 34711

Phone: 4079243518 Fax: _____

E-Mail: TJDSP1@GMAIL.COM

OWNER: Ed Augustine

Address: P.O. Box 120881

City: Clermont State: FL Zip: 34711

Phone: 352-267-8576 Fax: _____

Address of Subject Property: 1 Westgate Plaza

General Location: Northwest corner of parking lot
along Hwy 50.

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

Land Use (City verification required): Commercial

Zoning (City verification required): C2

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

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

Locate a self contained Ice machine to this site.
The Ice machine owner, tenant is willing to make
Landscape Improvements per proposed plan.

Tracy Waalewyn

Applicant Name (print)

Ed Augustine

Owner Name (print)

x

Applicant Name (signature)

x

Owner Name (signature)

***** NOTICE *****

**IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL
BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED
UNTIL CORRECTIONS ARE MADE.**

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

Kooler **ICE** | KI810

fresh and ready when you are®

Ice and Water Vending Machine

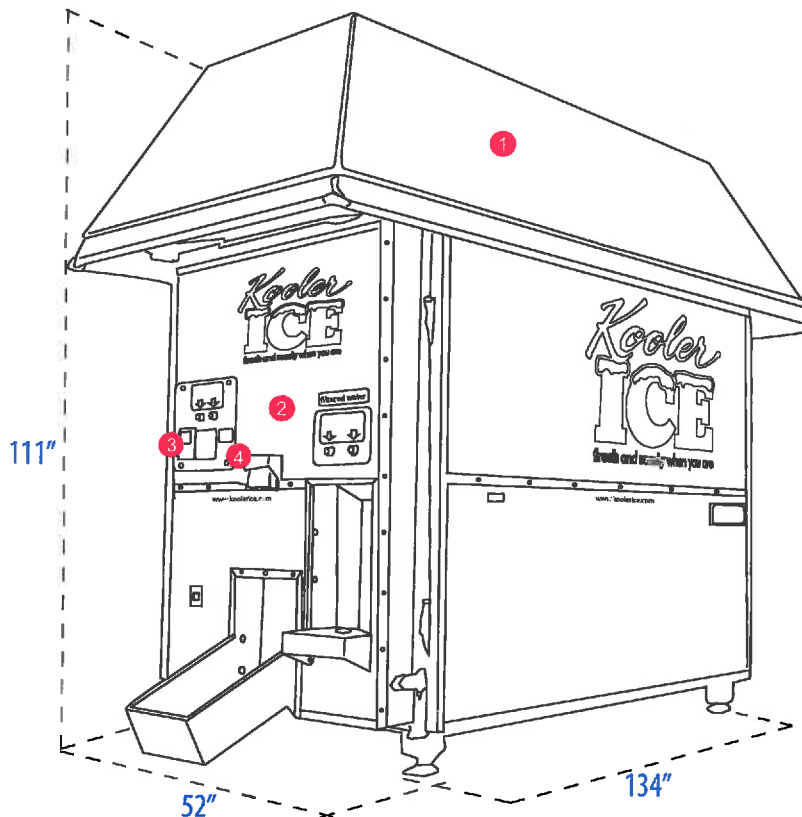


Intertek

**NAMA
LISTED**

Machine Specifications...

The KI810 is the original Cooler Ice Machine. After watching other manufacturer's develop and introduce larger, more complex and operationally expensive ice vending machines, we set out to design a more efficient and owner friendly machine. Our goal was to offer a machine that was cost efficient to operate, with more than adequate production to handle most locations, but one that could do so with a small footprint and low operation costs. The money our owners do not have to spend on setup and operating costs allows them to increase their bottom line profits.



Additional Standard Features

- High Strength Aluminum Alloy Corrosion Free Frame
- Food Grade Plastic Storage Bin and Drawer
- 220 Volt Single Phase Power, 80 Amp Service
- 3/4" Supply and Drain Line Hook Ups
- Easy Access to All Components (Each Panel is a Door!)
- Bag Tracking System on All Kooler Ice Bags
- Adjustable Vend Rate Allows You To Set and Change Pricing
- Easy Water Filter Changing Operation (Replace Every 6 Months)
- Easy Bag Changing Operation (Done in Less Than 2 Minutes)
- Machine has two buttons:
Button A offers a 10 lb bag of ice
Button B (Bulk Feature) offers (2) 10 lb bags of ice
- Dispenses One 10lb Bag of Ice in 10 Seconds

The KI810 design is compact, yet very productive. With its 850 lbs. of bin storage capacity, you will have 70+ bags of ice ready to vend each morning. The unit comes standard with (1) C1848 Ice Maker and is capable of producing an additional 84 bags of ice every 24 hours. The KI810 can be equipped with (2) C1848 icemakers to increase daily production to upwards of 200+ bags every day.

Scotsman Model #	LBS of Production	Maximum Production	Storage Bin Capacity	Unit Width	Unit Depth	Unit Height	Unit Weight
(1) C1848	1909 lbs	100-120 Bags	850 lbs	52"	134"	111"	2,400 lbs
(2) C1848	3818 lbs	180-210 Bags	850 lbs	52"	134"	111"	2,760 lbs

* Production estimates are based on optimum operating temperatures of 70 F Air / 50 F Water.

"Free Vend" Switch



Standard on the machine, this feature allows the owner to offer free dispensing of ice for special events & promotions.

"Plug & Play" Connections



Weather proof, labeled electrical quick connectors are used for safety and offer understandable & easy machine servicing.

Proximity Switches



Used with the Siemens "Smart System", proximity switches are used to monitor various machine functions.

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to locate an outdoor commercial ice machine/vending unit in the C-2 General Commercial zoning district, at the following location:

LOCATION

1 Westgate Plaza
AK 1615569

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

This request will be considered by the Planning & Zoning Commission on Tuesday, February 3, 2015 at 7:00pm.

A public meeting to consider the request will be held before the City Council on Tuesday, February 24, 2015 at 7:00pm.

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

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

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
January 27, 2015 and February 17, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 10, 2015		
Agenda Item Name		
Ordinance No. 2015-02; <i>Final Withdrawn</i>		
Requested Action		
Move to approve Ordinance 2015-02.		
Staff Report		
This administrative request was originally placed on the January 13, 2015 City Council agenda, but was tabled to a date certain, March 10, 2015. Staff is proposing changes to the Land Development Code to allow for electronic messages on monument signs. This ordinance allows for the use of electronic message signage within 25 percent of the permitted sign areas. Previous requirements established for numbers typically associated with gas stations are still in effect, but can now be applicable to messages. This ordinance also allows for electronic monument signs for public service announcements. An example is the possible use of a Downtown & Waterfront district monument sign at SR 50 and 8th Street for announcements of downtown events (Farmers Market, Music on Montrose/Food Trucks, Light Up Clermont, triathlons, rowing events, etc.) and at the Clermont Arts & Recreation Center on U.S. 27. These signs would allow for better announcement capability for City-sponsored or approved events. Amber alerts or public safety announcements could also be issued. At the Planning & Zoning Commission meeting December 2, 2014, Commissioner Tony Hubbard moved to recommend approval of the land development code amendment; seconded by Commissioner Herb Smith. The vote was 4-1 to recommend approval for the land development code amendment, with Commissioner Harry Mason opposing and Commissioner Carlos Solis not voting.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance 2015-02 electronic signs.docx		

2.	Minutes	Minutes - electronic signage.pdf
3.	Legal ad	LDC amendments -electronic signs.doc

CITY OF CLERMONT
ORDINANCE No. 2015-02

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 102 SIGNS; SECTION 102-23 CHANGEABLE COPY SIGNS; PROVIDING FOR CODIFICATION; SEVERABILITY; EFFECTIVE DATE; AND PUBLICATION.

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, the City of Clermont Planning and Zoning Commission, acting as the Local Planning Agency of the City, has held a public hearing on December 2, 2014 and following such hearing found this Ordinance to be in the best interest of the City of Clermont, and recommended that the City Council adopt this Ordinance; and

WHEREAS, the City Council of the City of Clermont desires to amend Chapter 102 Signs, Section 102-23 Changeable Copy Signs; of the City of Clermont's Code of Ordinances;

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

SECTION 1.

The City Council of the City of Clermont has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 163 and 166, Florida Statutes.

SECTION 2.

The Land Development Code of the City of Clermont Code of Ordinances is hereby adding to read as follows (note strikethrough indicates removed words and underlined indicates added):

Section 102-23. Changeable copy signs.

Changeable copy signs shall be regulated under the following guidelines. This section shall ~~not~~ include manual and electronic changeable copy signs. ~~electronic message boards and the like, which are prohibited under this chapter.~~ Such signs shall be permitted in the following manner:

- (1) A changeable copy sign shall not comprise not more than 25 percent of the permitted sign area, except as described in this section.
- (2) Motor Vehicle service stations and convenience stores with gasoline pumps may utilize up to 50 percent of permitted sign area for changeable prices of gasoline only.

CITY OF CLERMONT
ORDINANCE No. 2015-02

- (3) Movie theaters and other performance or entertainment facilities may utilize up to 80 percent of permitted sign area for display of names of films, plays or other performances currently showing. Such changeable copy areas shall be included as part of the permitted sign area.
- (4) Changeable copy signs shall be allowed in commercial, prohibited for office, and industrial zoning districts and residential zoning districts may use non-electronic copy signs ~~uses except~~ for changes in tenant listing.
- (5) Use of changeable copy signs as part of permitted wall sign area is prohibited, except as described in subsection (3) of this section.
- (6) Electronic ~~number~~ changeable copy signage:
 - a. Freestanding monument signs are permitted with electronic ~~number~~ changeable copy for a message, price section, temperature or time only. Such electronic copy area shall be for static display only. Flashing, animated coursing and the appearance of any movement other than an instantaneous change from one price, temperature or time to another are explicitly prohibited.
 - b. Electronic ~~number~~ changeable copy (LED or similar) signage displays shall not have the capability to have dynamic displays even if not used. Only one (1) continuous LED (or similar) display area for numbers only is allowed on a sign face, and may include the time or temperature. Multiple copy signs adjacent to each other are permissible in a sign face.
 - c. Time duration. The changeable copy ~~numbers~~ for ~~price~~, time or temperature may change no more than once every ten (10) seconds. All other messages may change no more than once every 60 seconds.
 - d. Only the letters and numbers themselves may be lit with the remaining background non-lit or black. No neon or similar lighting shall be permitted in conjunction with a sign using electronic ~~number~~ changeable copy signage.
 - e. Brightness or glare shall be controlled to avoid distractions to vehicular traffic, pedestrian, and adjoining properties. Adjustments shall be made upon written request from the City.
 - f. All electronic copy ~~number~~ signs shall be installed with an ambient light monitor.
 - g. Dimmer control electronic ~~number~~-changeable copy signs must have an automatic dimmer control that automatically adjusts the sign's brightness in direct correlation with ambient light conditions.

CITY OF CLERMONT
ORDINANCE No. 2015-02

- h. Brightness. No electronic ~~number~~ changeable copy sign shall exceed a brightness level of 0.3 foot candles above ambient light conditions, as measured using a foot candle (Lux) meter at a preset distance depending on sign area. The measurement distance shall be calculated with the following formula: The square root of the product of the sign area times 100. Example: $\sqrt{(30 \text{ square feet} \times 100)}$ 54 feet.
- i. Electronic changeable copy signage used only for public service announcements may be a maximum 36 square feet in commercial, office, industrial zoning districts. Location and setback requirements shall be determined by the Site Review Committee in accordance with safety and visibility codes.

CITY OF CLERMONT
ORDINANCE No. 2015-02

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 10th day of March, 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
MINUTES
PLANNING AND ZONING COMMISSION
December 2, 2014

Page 3

The outside use of the sidewalk garners the impression that Clermont's downtown is a vibrant community similar to those progressive communities already using similar codes. Open container allowances on the street for special events are still subject to approval by the City Council under normal requirements.

Gustavo Ortiz, 470 Rob Roy Dr., stated that this is a great idea. He stated that what goes along with outdoor seating is allowing outdoor music. He stated that this could be a good environment.

Commissioner Harry Mason moved to recommend approval of the land development code amendment; seconded by Commissioner Herb Smith. The vote was unanimous to recommend approval for the land development code amendment.

3. REQUEST FOR LAND DEVELOPMENT CODE AMENDMENT

REQUEST: Ordinance 2015-02, Section 102-23

APPLICANT: Staff

Economic Development Director Jim Hitt presented the staff report as follows:
Staff is proposing changes to the Land Development Code to allow for electronic signage on monument signs.

This ordinance allows for the use of electronic message and number signage within the 25 percent of the permitted sign areas. Previous requirements established for numbers typically associated with gas stations are still in effect, but can now be applicable to messages.

This ordinance also allows for electronic monuments signs for public service announcements. An example is the possible use of a downtown and waterfront district monument sign at State Road 50 and Eighth Street for announcements of downtown events (Farmers Market, Music on Montrose/Food Trucks, Light Up Clermont, triathlons, rowing events, etc.) and at the Clermont Arts & Recreation Center off US 27.

These signs would allow for better announcement capability for city-sponsored or approved events. Amber alerts or public safety announcements could also be issued.

Michelle Michnoff, 2013 Lakeview, stated that she works for Bank First that is now Seacoast National Bank. She stated that they have wanted an electronic reader board for 15 years. She stated that previously they had a reader board that required manually changing.

Commissioner Carlos Solis stated that he is not going to vote on this item because he could benefit greatly by this code change.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
December 2, 2014**

Page 4

Commissioner Proli asked if each individual business would be allowed to have these signs.

Mr. Hitt stated that shopping centers and office complexes would still have to meet the sign limitations currently written in the code.

Commissioner Tony Hubbard moved to recommend approval of the land development code amendment; seconded by Commissioner Herb Smith. The vote was 4-1 to recommend approval for the land development code amendment, with Commissioner Harry Mason opposing and Commissioner Carlos Solis not voting.

Jim Hitt stated that Lake County approved the Interlocal Service Boundary Agreement (ISBA). He stated that there will be a fourth fire station built that will be shared with the County.

Barbara Hollerand reminded the Commission that the City Council will be appointing the Commissioners for the various Boards on December 9, 2014. She stated that the meeting will be starting at 6:00 pm.

Commissioner Carlos Solis stated that his concert on October 25, 2014 went really well. He stated that the CD was released and picked up by over fifty radio stations. He stated that they will be in negotiations in January to perform at the Dr. Phillips Performance Center.

There being no further business, the meeting was adjourned at 8:05 pm.

Nick Jones, Chairman

ATTEST:

Rae Chidlow – Planning Specialist

LEGAL NOTICE

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

ORDINANCE NO. 2015-02

An Ordinance of the Code of Ordinances of the City Council of the City of Clermont, Lake County, Florida, amending the Code of Ordinances, Chapter 102, Signs, Section 102-23 Changeable Copy Signs; Providing for codification, severability; effective date; and publication.

This ordinance will be considered by the Planning & Zoning Commission on Tuesday, December 2, 2014 at 7:00 P.M.

A public meeting to consider the ordinance will be held before the City Council on Tuesday, January 13, 2015 at 7:00 p.m. for final enactment.

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

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

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
November 25, 2014 and December 30, 2014



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 10, 2015		
Agenda Item Name		
Ordinance No. 2015-08; <i>Final</i>		
Requested Action		
Move to approve Ordinance 2015-08.		
Staff Report		
At the February 3, 2015 Planning and Zoning Commission meeting, the Commission voted to request the City Council amend the City Code to allow for the Planning and Zoning Commission to begin their meetings at 6:30pm. The City Code currently provides that the meetings start at 7:00pm. Attached is a proposed ordinance changing the Code to allow for the Planning and Zoning Commission meetings to start at a time determined by the Council. The ordinance was introduced at the February 24, 2015 Council meeting. Staff recommends adoption of Ordinance 2015-08.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance 2015-08 P&Z Mtg Time Change.pdf 2. Ad Ordinance 2015-08 PZ Start Time.pdf		

CITY OF CLERMONT
ORDINANCE NO. 2015-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION”, ARTICLE III “BOARDS, COMMITTEES AND COMMISSIONS”, DIVISION 2 “PLANNING AND ZONING COMMISSION”, SECTION 2-79 “REGULAR MEETINGS” OF THE CITY CODE PROVIDING THAT THE TIME FOR THE REGULAR MEETINGS OF THE PLANNING AND ZONING COMMISSION SHALL BE DETERMINED BY THE CITY COUNCIL; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICT, AND EFFECTIVE DATE.

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

Section 1.

Chapter 2 “Administration”, Article III “Boards, Committees and Commissions”, Division 2 “Planning and Zoning Commission”, Sec. 2-79, “Regular meetings” is hereby amended to read as follows (note strikethrough indicates removed words and underlined indicates added):

Sec. 2-79. Regular meetings

Regular meetings of the planning and zoning commission shall be held in the council chambers ~~at 7:00 p.m.~~ on the first Tuesday of each month at such time as determined by the City Council. A regular meeting may be canceled or rescheduled by the commission.

Section 2. Codification

The text of Section 1 of this ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this ordinance by the substitution of "article" for "ordinance", "section" for "paragraph", or otherwise to take such editorial license.

Section 3. Severability

It is declared to be the intent of the City Council that, if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

CITY OF CLERMONT
ORDINANCE NO. 2015-08

Section 4. Conflict

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

Section 5. Effective Date

This Ordinance shall be published as provided by law and shall become law and shall take effect on the date of its Second Reading and Final Passage.

CITY OF CLERMONT
ORDINANCE NO. 2015-08

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 10th day of March, 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 2015-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION”, ARTICLE III “BOARDS, COMMITTEES AND COMMISSIONS”, DIVISION 2 “PLANNING AND ZONING COMMISSION”, SECTION 2-79 “REGULAR MEETINGS” OF THE CITY CODE PROVIDING THAT THE TIME FOR THE REGULAR MEETINGS OF THE PLANNING AND ZONING COMMISSION SHALL BE DETERMINED BY THE CITY COUNCIL; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICT, AND EFFECTIVE DATE.

A public meeting to introduce the ordinance will be held before the City Council on Tuesday, February 24, 2015 at 6:30pm.

A public meeting to consider the ordinance will be held before the City Council on Tuesday, March 10, 2015 at 6:30pm 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
February 24, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 10, 2015		
Agenda Item Name		
Ordinance No. 2015-16, Final		
Requested Action		
Move to approve Ordinance 2015-16.		
Staff Report		
This ordinance will grant a non-exclusive Commercial Garbage Collection Franchise to Good Fella's Roll Off Waste Disposal, Inc. for commercial collection. Good Fella's Roll Off Waste Disposal, 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 Good Fella's Roll Off Waste Disposal, Inc.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance 2015-16	2015-16 Good Fellas Garbage Franchise.doc	
2. Insurance	Good Fellas Ins.pdf	
3. Ad	2015-16 Good Fellas garbage franchise.doc	

CITY OF CLERMONT
ORDINANCE No. 2015-16

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 GOOD FELLA'S ROLL OFF WASTE DISPOSAL, 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 Good Fella's Roll Off Waste Disposal, 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 Good Fella's Roll Off Waste Disposal, Inc. and Good Fella's Roll Off Waste Disposal, 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. 2015-16

SECTION 4.

Good Fella's Roll Off Waste Disposal, Inc. shall be an independent contractor and shall enter into a contract with City that provides, among other things, that Good Fella's Roll Off Waste Disposal, 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 Good Fella's Roll Off Waste Disposal, Inc., its agents, servants or employees, within or without the city limits. Good Fella's Roll Off Waste Disposal, 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 Good Fella's Roll Off Waste Disposal, 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.

Good Fella's Roll Off Waste Disposal, 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 Ordinance 2015-16 shall be in full force and effect until March 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.

Good Fella's Roll Off Waste Disposal, 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. 2015-16

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. 2015-16

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 10th day of March, 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. 2015-16

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 March, 2015, by and between the City of Clermont, Florida (“City”), and Good Fellas Roll Off Waste Disposal, Inc., whose address is 835 County Road 529, Lake Panasoffkee, FL 33538 (“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. 2015-16, 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. 2015-16

SECTION 3 Incorporation of the Ordinance.

The Franchise granted hereunder is issued pursuant to and subject to the provisions of the Ordinance No. 2015-16 as passed on March 10, 2016, 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. 2015-16

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. 2015-16

(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. 2015-16

SECTION 11 Notice, Proper Form.

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

City:	City of Clermont Attention: City Clerk 685 W. Montrose Street Clermont, FL 34711
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Grantee:	Good Fella's Roll Off Waste Disposal, Inc. Attention: General Manager 835 County Road 529 Lake Panasoffkee, FL 33538
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SECTION 12 Disclaimer of Third Party Beneficiaries.

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

SECTION 13 Severability.

This Agreement is declared by the parties to be severable.

SECTION 14 Applicable Law and Venue.

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

SECTION 15 Entire Agreement; Modification.

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

CITY OF CLERMONT
ORDINANCE No. 2015-16

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)
2/10/2015

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 Lassiter-Ware Insurance of Tampa Bay 4401 West Kennedy Blvd Suite 200 Tampa FL 33609		CONTACT Jude Sutton PHONE (A/C No. Ext): (800) 845-8437 FAX (A/C No.): (888) 883-8680 E-MAIL ADDRESS:	
INSURED Good Fella's Roll-Off Waste Disposal, Inc. 835 County Road 529 Lake Panasoffkee FL 33538		INSURER(S) AFFORDING COVERAGE INSURER A: Admiral Insurance Company NAIC # 24856 INSURER B: Bridgefield Employers Ins Co 10701 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 14-15 Cert 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			FEIECC1312901	2/18/2014	2/18/2015	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000				
	☐ CLAIMS-MADE ☒ OCCUR		MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GENL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			FEIECC1312901	2/18/2014	2/18/2015	COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO		BODILY INJURY (Per person) \$				
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$				
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED		RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0830-38207	8/2/2013	8/2/2014	☒ WC STATUTORY LIMITS ☐ OTHER
	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						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	CONTRACTORS POLLUTION LIABILITY			FEIECC1312901	2/18/2014	2/18/2015	EACH OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Clermont
Attn: Finance Department
P.O. Box 120219
Clermont, FL 34711

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

P Schmalz/JOANR

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 2015-16

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 GOOD FELLA'S ROLL OFF WASTE DISPOSAL, 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, February 24, 2015 at 6:30pm.

A public meeting to consider the ordinance will be held before the City Council on Tuesday, March 10, 2015 at 6:30pm 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
February 24, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date								
Tuesday, March 10, 2015								
Agenda Item Name								
Ordinance No. 2015-07; <i>Introduction</i>								
Requested Action								
Move to introduce Ordinance 2015-07.								
Staff Report								
This administrative request is to adopt changes to the Intergovernmental Coordination Element of the Comprehensive Plan that references the recently adopted Interlocal Service Boundary Agreement (ISBA) between the City and Lake County. The ISBA was approved by the City Council on June 10, 2014. Lake County approved the ISBA on December 2, 2014. This proposed amendment was reviewed by the City Council on January 13, 2015 and approved for transmittal to the Florida Department of Economic Opportunity and the reviewing agencies. The ISBA addresses lands that may be annexed, water and sewer service delivery, maintenance of right-of-way, land development regulations, solid waste, sharing of equipment and resources, and fire and rescue services. Since the ISBA is an intergovernmental agreement between the City and Lake County, it must be referenced in the City's comprehensive plan. An Objections, Recommendations and Comments letter is due from the state on or about March 14, 2015. The City is not anticipating objections and has scheduled the final public hearing for March 24. At the Planning & Zoning Commission meeting August 5, 2014, Commissioner Judy Proli moved to recommend approval of the transmittal of the amendment to the Intergovernmental Coordination Element; seconded by Commissioner Bernadette Dubuss. The vote was unanimous to recommend approval of the transmittal. Staff recommends approval of the amendment to the Intergovernmental Coordination Element.								
Additional Analysis								
Fiscal Impact Summary								
Fiscal Impact	Fund Number and Description	Available Budget Amount						
Exhibits Attached (copies of original agreements)								
<table><tr><td>1. Ordinance</td><td>CPA Ord. 2015-07.doc</td></tr><tr><td>2. Exhibit A - Intergovernmental Coordination Element</td><td>ICE Amendment adoption Mar 2015.docx</td></tr><tr><td>3. Minutes</td><td>ICE minutes.pdf</td></tr></table>			1. Ordinance	CPA Ord. 2015-07.doc	2. Exhibit A - Intergovernmental Coordination Element	ICE Amendment adoption Mar 2015.docx	3. Minutes	ICE minutes.pdf
1. Ordinance	CPA Ord. 2015-07.doc							
2. Exhibit A - Intergovernmental Coordination Element	ICE Amendment adoption Mar 2015.docx							
3. Minutes	ICE minutes.pdf							

CITY OF CLERMONT
ORDINANCE No. 2015-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES BY ADOPTING TEXT CHANGES TO THE POLICIES OF THE INTERGOVERNMENTAL COORDINATION ELEMENT OF THE COMPREHENSIVE PLAN; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE COMPREHENSIVE PLAN AMENDMENTS; SETTING FORTH THE PURPOSE AND INTENT OF THE COMPREHENSIVE PLAN AMENDMENTS; ESTABLISHING THE LEGAL STATUS OF THE COMPREHENSIVE PLAN AMENDMENTS; PROVIDING FOR SEVERABILITY, CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on August 13, 1991, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Comprehensive Plan of the City of Clermont may be amended pursuant to Florida Statutes s. 163.3187; and

WHEREAS, the Planning and Zoning Commission, acting as the Local Planning Agency, held a public hearing August 5, 2014 and made recommendations to the City Council for amendments to the plan; and

WHEREAS, the City Council of the City of Clermont held public hearings March 10, 2015 and March 24, 2015 on the proposed amendments to the plan in light of written comments, proposals and objections from the general public;

NOW, THEREFORE, BE IT ORDAINED and enacted by the City Council of the City of Clermont, Florida that:

Section 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Intergovernmental Coordination Element is hereby amended as shown in Exhibit A.

CITY OF CLERMONT
ORDINANCE No. 2015-07

Section 2.

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

Section 3.

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

Section 4.

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

CITY OF CLERMONT
ORDINANCE No. 2015-07

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 24th day of March, 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 COMPREHENSIVE PLAN

CHAPTER XII INTERGOVERNMENTAL COORDINATION ELEMENT

Adopted June 23, 2009
Amended March 24, 2015

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CHAPTER XII INTERGOVERNMENTAL COORDINATION

GOAL 1: To establish viable mechanisms among the pertinent governmental, public and private entities to ensure awareness and coordination of all development activities, and to provide effective and efficient utilization of all available resources to ultimately enhance the quality of life for present and future populations.

Objective 1.1: Coordinate Comprehensive Plan. The City of Clermont shall coordinate comprehensive planning activities with Lake County, the cities of Minneola and Groveland, the Town of Montverde and the East Central Florida Regional Planning Council (ECFRPC).

Policy 1.1.1: When considering comprehensive plan amendments the City shall review the Lake County, Minneola, Montverde and Groveland comprehensive plans, as applicable.

Policy 1.1.2: The City shall review and compare municipal and Lake County land development regulations applicable to respective adjacent lands for compatibility and for conflict with growth management goals, objectives and policies.

Policy 1.1.3: The City shall participate in the ECFRPC's Strategic Regional Policy Plan review and update process as mandated by state statute.

Objective 1.2: Impacts of Development. The City shall ensure that the impacts of development proposed in the City's comprehensive plan are coordinated with adjacent municipalities, Lake County, the Lake County School Board, the ECFRPC's Strategic Regional Policy Plan, the Lake-Sumter Metropolitan Planning Organization (MPO), and the state.

Policy 1.2.1: The City shall notify Lake County and adjacent municipalities as part of the development review process when impacts of a development may impact those jurisdictions.

Policy 1.2.2: The City shall coordinate with the ECFRPC and other applicable governmental agencies when developments requiring Chapter 380, Florida Statutes review are within the City's jurisdiction.

Policy 1.2.3: The City shall coordinate transportation planning activities with the Florida Department of Transportation (FDOT), ECFRPC, Lake-Sumter MPO, Lake County and the adjacent municipalities to protect and preserve necessary future rights-of-way.

Policy 1.2.4: The City shall coordinate planning activities with the FDOT, the Florida Department of Agriculture, the ECFRPC, the Lake-Sumter MPO and Lake County to establish mechanisms for delineation and adoption of corridor roadway systems in and around the City of Clermont.

Objective 1.3: Coordinate Level of Service (LOS) Standards. The City shall implement formal and informal process, memorandums of agreement and coordination mechanisms that establish appropriate level of service standards, consistency and compatibility between the City's adopted comprehensive plan and the mandated plans and legislated activities of federal, state and regional governments or agencies empowered with jurisdictional and quasi-jurisdictional authority and/or service facility provision and maintenance responsibility.

Policy 1.3.1: The City shall coordinate with the Lake-Sumter MPO, Lake County and the FDOT to establish concurrency management mechanisms that will provide consistent LOS standards to be maintained on major roadways in and around the City of Clermont.

Policy 1.3.2: The City will coordinate adopted solid waste LOS standards with Lake County.

Policy 1.3.3: The City shall coordinate with St. Johns River Water Management District (SJRWMD), Florida Department of Environmental Protection (FDEP), Federal Emergency Management Agency (FEMA) and other appropriate state and federal agencies that have jurisdictional authority or responsibility in the City to ensure water quality, stormwater drainage and flood control measures are addressed consistent with impacts of development.

Policy 1.3.4: The City in conjunction with Lake County, SJRWMD, FDEP and other affected federal, state and local entities shall designate respective personnel to investigate and formulate planning strategies for potential placement and implementation of regional wastewater treatment facilities.

Policy 1.3.5: The City shall coordinate necessary activities with the plans, programs and administered legislative actions of FDEP and Lake County to implement proper operation, storage and disposal of both solid and hazardous waste.

Policy 1.3.6: The City shall coordinate appropriate activities with the FDEP, SJRWMD (including consistency with the District's ERP and CUP rules), Lake County Water Authority and Lake County to effectively manage the preservation and protection of surface and ground water quality and quantity, and aquifer recharge areas.

Policy 1.3.7: The City shall ensure that natural resources occurring in, or affecting more than one governmental jurisdiction, are effectively managed to preserve, protect, and enhance natural systems, wildlife, fisheries and habitat. This includes ensuring its stormwater management, aquifer recharge and reuse water policies and projects are consistent with the goals of the SJRWMD Lake Apopka Surface Water Improvement and Management (SWIM) Plan and the Upper Ocklawaha River Basin SWIM Plan to protect or enhance water quality and natural systems.

Policy 1.3.8: The City shall coordinate with existing resource protection plans of other government agencies and entities including the FDEP, SJRWMD, Lake County and the Lake County Water Authority, as well as with nonprofit environmental organizations to appropriately conserve and manage natural areas and open space.

Policy 1.3.9: The City shall participate in the development of updates to the SJRWMD's Water Supply Assessment and District Water Supply Plan and in other water supply development-related initiatives facilitated by SJRWMD that affect the City.

Objective 1.4: Conflict Resolution. The City will provide for informal or formal conflict resolution mechanisms when necessary to deal with issues of intergovernmental coordination.

Policy 1.4.1: The City shall utilize the informal mediation process provided by the ECFRPC for resolving conflicts with other local governments when applicable.

Policy 1.4.2: The City shall provide for joint meetings of the City Council and the Lake County Board of County Commissioners to resolve issues relating to intergovernmental coordination.

Objective 1.5: Coordinate Growth Management Issues. The City shall coordinate growth management issues transcending jurisdictional areas through cooperative communications with Lake County and neighboring municipalities at the staff and elected official levels by presenting the City of Clermont's concerns through documented transmittals, scheduled meetings, attendance at Lake County and adjacent cities' public hearings, joint ad hoc technical coordination committees, execution of interlocal agreements if applicable and, where relevant, less formal communications within one year of the adoption of this element.

Policy 1.5.1: The City shall coordinate growth management activities with Lake County to pursue appropriate, compatible land management for areas adjacent to the City, including enclaves, to avoid conflict created by possible placement of incompatible land uses and to establish compatibility between City, county and the adjacent cities' growth management efforts.

Policy 1.5.2: The City shall engage in mutual discussion with Lake County, the Town of Montverde, and the cities of Minneola and Groveland to establish an annexation policy to direct an orderly and timely process of annexing unincorporated lands adjacent to the City.

Policy 1.5.3: The City shall develop mutually agreeable land use designations for unincorporated areas within the confines of any service area or delineated annexation zone. The emphasis shall be on compatibility with both the City and adjacent governments' comprehensive plan future land use elements.

Policy 1.5.4: The City shall focus commercial development along state roads to commercial nodes in the incorporated areas where there are central services, and shall designate lands in unincorporated areas adjacent to municipalities to lower residential densities, and less intensive land uses than permitted in the City or designated service areas.

Policy 1.5.5: The City shall amend the existing interlocal agreement for the presently designated Joint Planning Area to adequately address mutual issues, logistics, responsibilities for managing future growth and legal requirements necessary to validate any such agreement. The City shall participate with Lake County to amend the current interlocal agreement, as needed, to address the following issues:

- Expansion of the county's technical review committee to include representatives from the City of Clermont on issues concerning any development of land or land use action within any agreed upon Joint Planning Area;
- Determination of land use authority for land within any agreed-upon Joint Planning Area; and
- Identification of applicable level of service criteria for any agreed-upon Joint Planning Area

Policy 1.5.6: The City shall coordinate with Lake County through the adopted Interlocal Service Boundary Agreement (ISBA), formally adopted December 2, 2014, which addresses lands that may be annexed, water and sewer service delivery, maintenance of right-of-way,

land development regulations, solid waste, sharing of equipment and resources, and fire and rescue services. (Adopted Mar.. 24, 2015; Ord. 2015-07)

Policy 1.5.7: The City shall establish joint processes for the siting of facilities with county-wide significance, including locally unwanted land uses, such as solid waste disposal facilities.

Objective 1.6: Housing and Recreational Facilities. The City shall provide appropriate mechanisms to coordinate information and programs for the provision of housing and recreational facilities.

Policy 1.6.1: The City shall solicit recommendations and assistance from various public agencies and quasi-public organizations such as the Florida Department of State, Division of Historic Resources, the Florida Department of Community Affairs (DCA), Farmers Home Administration, HUD, Florida Department of Children & Families, Lake County Housing Authority and South Lake Chamber of Commerce to assist in program funding, identification of structures and areas to be preserved for historical purposes, and identification of potential areas to be recommended for future community revitalization type actions.

Policy 1.6.2: The City shall continue both formal and informal communication with appropriate state and regional agencies, such as the DCA and the ECFRPC, to sustain availability of information on specific programs, projects, and legislation pertinent to local governments and to provide technical assistance for potential grants and Development of Regional Impact (DRI) reviews.

Policy 1.6.3: The City shall continue to coordinate with officials of the Lake County School Board to ensure provision and availability of necessary infrastructure and utilities consistent with location and construction of new educational facilities and/or improvements to existing facilities.

Policy 1.6.4: The City shall engage in efforts with Lake County and the Lake County School Board for procurement, operation and maintenance of parks and recreation facilities.

Policy 1.6.5: The City shall continue to cooperate with state agencies in identifying programs and funding sources to promote further development of community parks, open space and recreation facilities.

Policy 1.6.6: The City shall continue to cooperate with state agencies as well as with nonprofit environmental organizations in identifying programs and funding sources to promote further development of community parks, open space and recreation facilities and to coordinate with them in effectively managing existing natural areas and open space.

Objective 1.7: School Coordination. The City of Clermont will coordinate with the Lake County School Board with regard to school siting criteria, collocation of facilities and planning coordination within one year of the adoption of this element.

Policy 1.7.1: The City and the Lake County School Board shall discuss and coordinate development plans for expansion of existing schools or development of new education facilities within the City to assure such activities are consistent with growth management directives established within the City's comprehensive plan. Issues shall include the impacts

of facilities on adopted LOS standards established for public school facilities, transportation, potable water, wastewater, drainage and solid waste services.

Policy 1.7.2: The City shall provide the Lake County School Board with information regarding proposed new developments to assist its efforts in planning new schools and to solicit its review comments.

Policy 1.7.3: The City shall abide by and enforce the interlocal agreement between the City and the Lake County School Board to require cooperation in terms of population projection and school siting.

Policy 1.7.4: The Lake County School Board shall provide facilities plans and population projections on an annual basis to ensure that consistency is maintained between the two.

Policy 1.7.5: The Lake County School Board shall provide the City with any plans to site schools within the corporate limits or joint planning area.

Policy 1.7.6: The City shall provide to the Lake County School Board all applications for land use plan amendments that have the potential of increasing residential density and that may affect student enrollment, student enrollment projections or school facilities.

Policy 1.7.7: The City shall allow a member of the Lake County School Board to sit as an ex-officio member on the Local Planning Agency and comment on proposals that have the potential to increase density.

Policy 1.7.8: The City will take part in the Lake County Educational Concurrency Review Committee established by Lake County, Lake County School Board and the municipalities of Lake County that shall meet at least annually as outlined in the interlocal agreement between Lake County, Lake County School Board and municipalities for school facilities planning and siting, and will hear reports and discuss issues concerning school concurrency.

Policy 1.7.9: The City will take part in the Joint Staff School Concurrency Review Group, comprised of staff of Lake County, the municipalities of Lake County, and the Lake County School Board, that shall meet at least quarterly, as outlined in the interlocal agreement between Lake County, Lake County School Board and the municipalities of the county, for school facilities planning and siting, to discuss issues concerning school concurrency. These issues shall include but not be limited to land use, school facilities planning, including such issues as population and student projections, level of service, capacity, development trends, school needs, co-location and joint use, and ancillary infrastructure improvements needed to support schools and ensure safe student access. The Lake County School Board staff shall be responsible for making meeting arrangements.

Policy 1.7.10: The City will provide full cooperation and coordination with the Lake County School Board, as needed, to coordinate planning activities and maximize the use of available public facilities.

Policy 1.7.11: The City will pursue formalization of existing agreements with the Lake County School Board for the use of school facilities for recreation services and activities. Agreements should establish a level of service ratio to determine the maximum allowable use

of the facilities for public access to optimize the use of the facilities and to help the City determine its long-term recreation needs.

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

Page 10

7. REQUEST FOR COMPREHENSIVE PLAN AMENDMENT

DEVELOPMENT NAME: Intergovernmental Coordination Element
APPLICANT: Staff

Senior Planner John Kruse presented the staff report as follows:

The Intergovernmental Coordination Element of the City of Clermont's Comprehensive Plan is being amended to include the recent adoption of the Interlocal Service Boundary Agreement (ISBA) between the City and Lake County. The ISBA addresses lands that may be annexed, water and sewer service delivery, maintenance of right-of-way, land development regulations, solid waste, sharing of equipment and resources, and fire and rescue services. The ISBA was first introduced to the Council on May 13, 2014 with approval on June 10, 2014. The ISBA was sent to Lake County for approval and was approved by the Lake County Board of County Commissioners on July 8, 2014 with changes. The changes were incorporated into the revised ISBA document that was introduced to the Council on July 22, 2014. Since the ISBA is an intergovernmental agreement between the City and Lake County, it must be referenced in the City's Comprehensive Plan. This proposed amendment is to incorporate the ISBA into the Intergovernmental Coordination Element.

Transmittal to the Florida Department of Economic Opportunity (formally Department of Community Affairs) for review will be done to satisfy the requirements to add this amendment to the Comprehensive Plan. A request for Council adoption of the ordinance will follow in the fall of 2014.

Commissioner Judy Proli moved to recommend approval of the transmittal of the Intergovernmental Coordination Element; seconded by Commissioner Bernadette Dubuss. The vote was unanimous to recommend approval of the transmittal

There being no further business, the meeting was adjourned at 8:25 pm.

Nick Jones, Chairman

ATTEST:

Rae Chidlow – Administrative Assistant

CITY OF CLERMONT

NOTICE OF PROPOSED AMENDMENT TO COMPREHENSIVE PLAN ORDINANCE NO. 2015-07

The City of Clermont will hold a public hearing Tuesday, March 10, 2015 (first reading) and Tuesday, March 24, 2015 (adoption) at 6:30pm before the City Council to consider proposed changes to the Intergovernmental Coordination Element of the City's adopted comprehensive plan.

Ordinance #2015-07:

An ordinance of the City Council of the City of Clermont, Lake County, Florida, amending the Comprehensive Plan for the City of Clermont, Florida, pursuant to the local government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes by adopting text changes to the Policies of the Intergovernmental Coordination Element of the Comprehensive Plan; setting forth the authority for adoption of the Comprehensive Plan Amendments; setting forth the purpose and intent of the Comprehensive Plan Amendments; establishing the legal status of the Comprehensive Plan Amendments; providing for severability, conflict and an effective date.

The public hearings will be in the Council chambers of City Hall, 685 W. Montrose St., and are open to public comment. Please call (352) 241-7309 if you have any questions.

The proposed amendment may be inspected at the City's planning department (first floor, City Hall) between 8am and 5pm. Monday-Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearing will need a record of the proceedings and may need to ensure a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearing.

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
March 10, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 10, 2015		
Agenda Item Name		
Ordinance No. 2015-09; <i>Introduction</i> State Farm		
Requested Action		
Move to introduce Ordinance 2015-09.		
Staff Report		
The applicant is requesting a vacation of a 10-foot-wide sewer easement that is crossing their property. The property is currently being developed as a new State Farm office, and the easement is in the location of the proposed building. The applicant will be constructing new sewer lines with a new easement in place. This has been reviewed and approved by the Environmental Services Department through the Site Review process. Staff has reviewed the submitted information and recommends approval of the easement vacation request.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	ROW ORD 2015-09.doc	
2. Map of Location	Easement Map.pdf	
3. Survey	Site plan (2).pdf	
4. Legal ad	ROW legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING THE EASEMENT OF THE NORTH 10 FEET OF LOTS 16 AND 17, BLOCK 61, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 17; PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH, PROVIDING FOR SEVERABILITY, PUBLICATION, RECORDING, AND FOR AN EFFECTIVE DATE.

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

Section 1.

That any and all portions, closing and permanently abandoning the easement of the north 10 feet of Lots 16 and 17, Block 61, according to the plat thereof, as recorded in Plat Book 8, Page 17, Public Record of Lake County, Florida.

Section 2.

The closing is done pursuant to the authority of the Charter of the City of Clermont, Lake County, Florida and the general laws of the State of Florida.

Section 3.

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

Section 4.

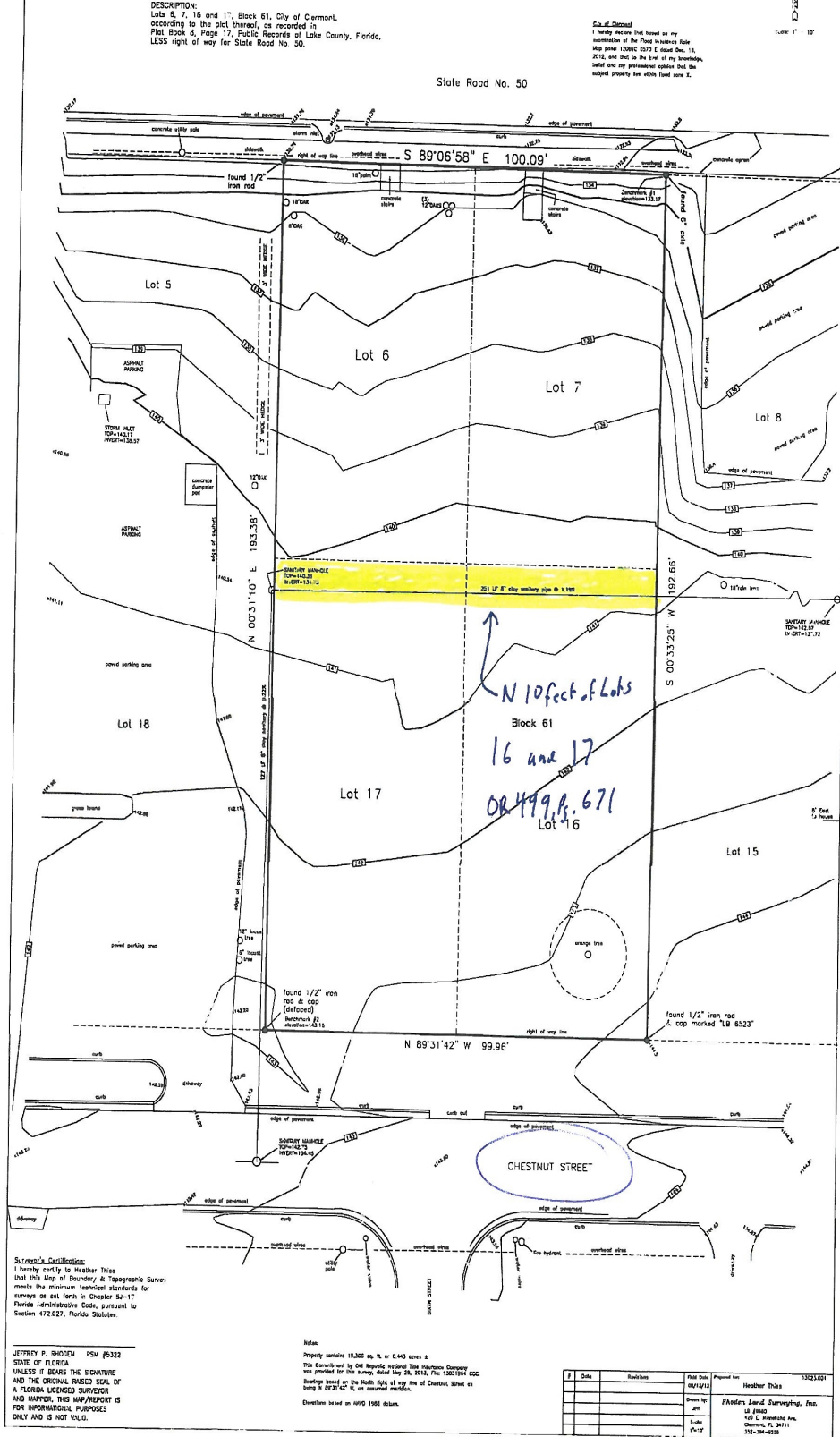
All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Section 5.

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

CITY OF CLERMONT ORDINANCE No. 2015-09

Map of Boundary & Topographic Survey



CITY OF CLERMONT
ORDINANCE No. 2015-09

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 24th day of March, 2015.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

State Farm Easement Vacation Request



The applicant is requesting a vacation of an existing sewer easement that is 10 feet in width and runs across the property (red dotted line). A new sewer line will be constructed with the new building along with recording a new easement.

LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday, March 24, 2015 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2015-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING THE EASEMENT OF THE NORTH 10 FEET OF LOTS 16 AND 17, BLOCK 61, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 17; PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH, PROVIDING FOR SEVERABILITY, PUBLICATION, RECORDING, AND FOR AN EFFECTIVE DATE.

This ordinance is available for public inspection in the Development Services Department, 685 W. Montrose Street, Clermont, Florida, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
MARCH 10, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 10, 2015		
Agenda Item Name		
Ordinance No. 2015-10; <i>Introduction</i> Toyota of Clermont		
Requested Action		
Move to introduce Ordinance 2015-10.		
Staff Report		
This administrative request is being heard concurrently with requests for a Large Scale Comprehensive Plan Amendment and rezoning. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on November 27, 2012. The property is improved and is receiving water and sewer services from the City. The property; approximately 28 acres, has been developed as an auto dealership, Toyota of Clermont. The related request for a Comprehensive Plan Amendment would change the Future Land Use from Lake County's Regional Commercial to the City's Commercial designation. The rezoning request is to change the zoning from Urban Estate (currently Planned Commercial District in Lake County) to the City's C-2 General Commercial zoning classification. Staff recommends approval of the annexation.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	ANN ORD 2015-10.doc	
2. Maps	Toyota Maps.pdf	
3. Utility Agreement	Toyota of Clermont UA.pdf	
4. Legal ad	ANN legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, RECORDING, AND PUBLICATION.

WHEREAS, the City Council of the City of Clermont, Florida approved a Utility Service Agreement for Water and Wastewater for the subject property that includes a Notice of Encumbrance to annex, dated November 27, 2012; and

WHEREAS, in accordance with the Clermont Interlocal Service Boundary Agreement dated December 2, 2014, the subject property is eligible to be annexed into the City; and

WHEREAS, the City Council of the City of Clermont, Florida, has determined that it is in the best interest of the City and of the property herein sought to be annexed that the City annex the following described property; and

WHEREAS, the City Council has determined that the area sought to be annexed is in need of the services which the City can offer and the City has determined that such area sought to be annexed will be substantially benefited by annexation; and

WHEREAS, the City Council has determined that all requirements of Section 171.044, Florida Statutes, have been met.

SECTION 1.

NOW, THEREFORE, BE IT ORDAINED, under the provisions of Florida Statute Chapter 171 and the General and Special Laws of the State of Florida; that the City of Clermont, Florida, does hereby annex to and make part of its corporate boundaries; the following described property, to-wit:

Legal Description

Lake Highlands 26-22-26 Beginning at northeast corner of section, run south 0-40-12 west 1183.47 feet to north right-of-way line of S.R. 50, north 89-09-12 west 680.32 feet, north 0-25-53 west to north line of section, east along said north line of section to point of beginning, being tracts 1 & 16, part of tracts 2 and 15A PB 3, PG 52 ORB 2754 Pg 2314, Public Records of Lake County, Florida. Containing 18.48 acres, more or less

AND

Lake Highlands 23-22-26 beginning at southeast corner of section, run north 0-39-25 east 464.58 feet to southerly right-of-way line of railroad, north 66-13-46 west along said southerly right-of-

CITY OF CLERMONT
ORDINANCE No. 2015-10

way line of railroad a distance of 780.30 feet, south 0-25-53 east to south line of section, east along said south line to point of beginning, being part of tracts 50A & 63, all of tract 64 - less from southeast corner of section 23 run north 0-39-25 east along east line of southeast ¼ a distance of 464.58 feet to north line of tract 64, north 66-13-46 west along said projection line and north line of said tracts 64 and 50A 780.30 feet, south 0-25-53 east 76.75 feet to a point on south line of 200 feet wide right-of-way for Atlantic Coast Lines railroad right-of-way and point of beginning, run south 66-13-46 east right-of-way line 350.25 feet, north 89-09-48 west 319.54 feet, north 0-25-53 west 136.51 feet to point of beginning, PB4 PG 11, ORB 2754 PG 2314, Public Records of Lake County, Florida.
Containing 9.84 acres, more or less

Total: Containing 28.32 acres, more or less.

(Alternate Key 1048699 and 3835574) North of S.R. 50, east of Auto Plex Lane, West of the Orange County line, (Toyota of Clermont).

SECTION 2.

That the aforescribed property shall be and hereby is made part and parcel of the City of Clermont, Florida, and that said property shall be subject to all of the laws, ordinances, and provisions pertaining to the City of Clermont.

SECTION 3.

All property aforescribed shall henceforth be subject to ad valorem taxation by the City of Clermont, and any other general or special taxes or assessments.

SECTION 4.

Should any section or part of a section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply or affect any other provision of this Ordinance, except to the extent that the entire section or part of the section may be separable in meaning and effect from the section to which such holding shall apply.

SECTION 5.

This Ordinance shall be recorded in the public records of Lake County, Florida.

SECTION 6.

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

CITY OF CLERMONT
ORDINANCE No. 2015-10

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-10

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 24th day of March, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Dan Mantzaris, City Attorney

Exhibit - Location Map Clermont Motor Sales, LLC

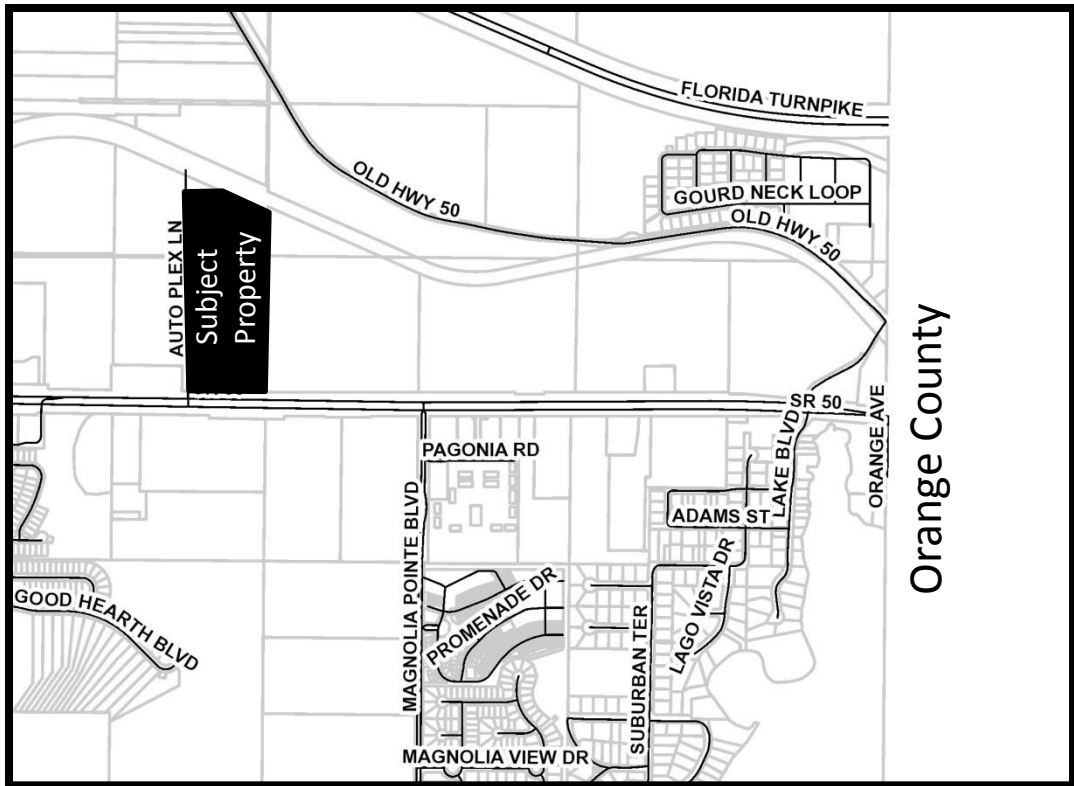


Exhibit – Future Land Use
Clermont Motor Sales, LLC

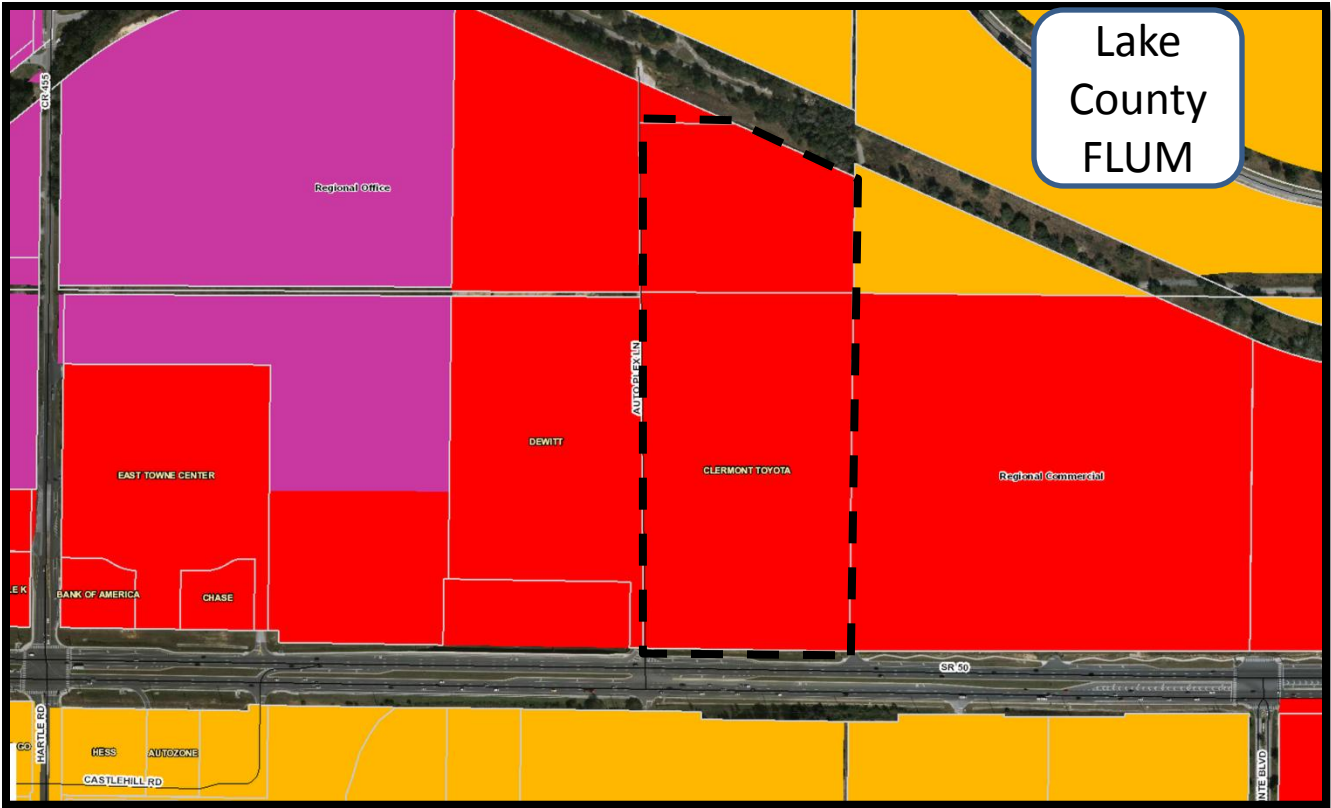


Exhibit – Zoning Clermont Motor Sales, LLC



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



**UTILITY SERVICE AGREEMENT
For WATER & WASTEWATER**

This document constitutes an agreement between the *City of Clermont*, hereby referred to as **CITY**, a municipality of the State of Florida, and *Clermont Motor Sales, LLC* and any successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is requesting service to an automotive sales, service, repair and commercial business which is located on real property (the "Property") described on Exhibit 'A', attached hereto and by this reference made a part hereof; and

Whereas, the Property is located in the unincorporated area of Lake County and the OWNER is requesting water and sewer service from the CITY; and

Whereas, as a condition of CITY providing said water and sewer service to the Property, OWNER is to extend water and sewer lines to serve the Property and lines and appurtenances must be sized and constructed in accordance with the minimum requirements of CITY Land Development Regulations and to meet the flow demands for the subdivision; and

Whereas, the CITY may, at the sole option of the CITY, elect to enlarge or oversize the water and/or sewer lines and appurtenances in order to provide additional capacity to other properties; and

Whereas, as a condition of the provision of water and sewer service to the Property by the CITY, OWNER agrees that this Agreement shall constitute an unconditional application to annex the Property into the City of Clermont, if CITY chooses to do so; and

Whereas, OWNER and CITY are entering into this Agreement to set forth the terms and conditions under which water and sewer service shall be extended and sized.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

Section 1. OFF-SITE WATER/SEWER – Each and all of the foregoing premises are incorporated into and constitute a part of this Agreement.

- 1.1 CITY shall provide water and sewer service for the Property.
- 1.2 OWNER shall connect to the existing City system at connection point or points approved by CITY.
- 1.3 The route of any off site lines shall be according to engineering plans produced by OWNER and approved by the CITY.
- 1.4 The OWNER shall construct the facilities, lines and appurtenances necessary to serve the development and provide such documentation necessary for the CITY to ascertain that the lines shall meet the minimum line size requirements as specified by the CITY Land Development Regulations.

- 1.5 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.
- 1.6 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project. No building permits shall be issued until water and sewer are provided to the site or until a bond or letter of credit, acceptable to CITY, is in place to guarantee completion of off-site improvements. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the CITY.
- 1.7 The OWNER shall be responsible for all costs of on site and off site improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.
- 1.8 The OWNER shall construct a portion of Autoplex Lane, S.R. 50, including turn lanes into the development, along the southern property boundary as associated with the development.
- 1.9 The existing utilities along State Road 50 must stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the OWNER shall prepare plans, permit the project and construct the modifications at the OWNER's expense.
- 1.10 The utilities in the commercial properties shall be privately owned and maintained, but shall be constructed to City standards.
- 1.11 The CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY.
- 1.12 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimate shall be contractors bid as certified by OWNER'S project engineer. The CITY shall review and either approve or reject the costs.
- 1.13 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.14 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water and sewer lines and appurtenances, both on site and off site, required to serve the Property, with reimbursement for the difference in costs as determined in Section 1.9 from the CITY in the form of Impact Fee Credits.
- 1.15 The Impact Fee Credits shall be established subject to Sections 1.9 and 1.11 and at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.
- 1.16 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but may be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

- 1.17 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees.
- 1.18 A 12-inch water main shall be constructed from the connection point at State Road 50, north along the private road at the western property boundary, westerly along the trail right-of-way and connect to the existing 16-inch water main on CR455. The water main shall be located in a fifteen foot easement in Autoplex Lane.
- 1.19 The point of sewer connection shall be coordinated with the existing utilities on the north side of State Road 50. The City will not accept ownership of utilities within the State Road 50 right-of-way.
- 1.20 Any fencing within public view, (including retention ponds), must be ornamental metal with complementing structural columns. No chain link shall be used in public view areas.
- 1.21 The OWNER must coordinate with Lake County and the Metropolitan Planning Organization (MPO) for compliance with Transportation Concurrency, and the Transportation Concurrency Management System (TCMS).
- 1.22 A cross access easement must be provided for the constructed Autoplex Lane, and the 30-foot unimproved reserved portion running to the northern property boundary.
- 1.23 Autoplex Lane road improvements. Autoplex Lane, which is a private road, shall be constructed to City design and landscaping standards (as modified herein above) from State Road 50 for 300 feet north into the Property. OWNER shall not be required to perform any upgrades to Autoplex Lane beyond 300 feet north of State Road 50.
- 1.24 The unimproved portion of Autoplex Lane shall include a 30-foot reservation of property for the roadway itself, plus 10-feet for the landscape buffer. The cross section shall be essentially level to accommodate any possible future construction of the road.

Section 2. DEVELOPMENT STANDARDS

- 2.1 The project shall be developed according to the JPA Land Development Regulations (Lake County Ordinance No. 2005-64). Items not addressed in the JPA Land Development Regulations must be developed to City standards unless otherwise stipulated in this Agreement under Section 3, or subsequent amendments to this Agreement.
- 2.2 The project shall be designed in substantial accordance with the Site Plan (Exhibit "C") and Landscape Plan (Exhibit "D") by Spring Engineering, Inc. dated 9-21-12. Exceptions or modifications may be permitted as necessary to comply with final conditions and any State, County or City Codes.

Section 3. WAIVER REQUESTS FOR THE PROPERTY

- 3.1 OWNER will request the following waivers from requirements imposed in the City of Clermont Code of Ordinances (the "Code") and CITY staff will support such requests:

- (a) Retaining Wall Height. The retaining wall height will be 15 feet.
- (b) Customer Parking. Rather than basing the number of customer parking on the square footage of the overall commercial space for the project, the CITY agrees to base the number of customer parking spaces on the size of the first floor administration/sales area (18,018 sq. ft.) and the collision center building (2,710 sq. ft.) for the project. Accordingly, 90 customer parking spaces are required for the administration/sales area (117 provided) and 14 customer parking spaces are required for the collision center (16 provided). The OWNER is required to provide a minimum of 104 customer parking spaces for both areas total. The site plan indicates 117 customer parking spaces are sized according to Section 3 (c). Overall customer parking as indicated on the site plan for both the first & second floor requires 152 spaces and 152 are provided, both 10' x 20' and 9' x 18'.
- (c) Product Inventory Space Size. The product inventory spaces shall be separated from customer parking spaces and shall be 9' x 18'. Customer parking spaces will be 10' x 20'.
- (d) Parking areas in the non-customer locations may have one landscape island every 15 parking spaces. All customer parking areas shall maintain the required one landscape island every 10 parking spaces.
- (e) Cut and Fill Maximum Standard for Grading. The grading for the site shall be limited to a 15 foot grade change in a cut or fill for the overall site, and up to 20 feet for the transition area along the eastern boundary.
- (f) Landscaping on the western boundary of the Property beyond 300 feet north of State Road 50. The landscape buffer along that portion of the western boundary of the Property 300 feet north of State Road 50 shall be placed to the east of the existing pavement of Autoplex Lane and shall be constructed to those standards for a property boundary and not to the standards for buffers adjacent to public right-of-way.
- (g) Side slope requirements on the western boundary of the Property beyond 300 feet north of State Road 50. The side slope directly adjacent to the western side of the developed area of the Property 300 feet north of State Road 50 shall have a slope of 6:1 for the first 5 feet in lieu of the 10:1 side slope requirement.
- (h) All landscape buffers and internal island landscaping may be planted in accordance with the Lake County landscape requirements. This shall include internal parking landscape island size, perimeter buffer size, and plant materials/size.

Section 4. ANNEXATION

3.1 OWNER agrees that CITY may annex the Property into the City of Clermont if CITY, in its sole discretion, chooses to do so. In conjunction herewith, OWNER shall provide to CITY a *Notice of Encumbrance to Annex* Property in a form substantially in compliance with the form set forth in Exhibit "B", attached hereto and incorporated herein. The CITY shall record this Notice in the public records of Lake County whereupon it is agreed it shall serve as an enforceable encumbrance on the real property described in Exhibit "A". The Notice of Encumbrance shall be executed by all owners of the real property described in Exhibit "A" and

shall be accompanied, at OWNER'S expense, by a current certificate of title or opinion letter acceptable to CITY and issued by a licensed title company or attorney identifying all owners in interest of the real property. All land transfers by OWNER shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land.

Section 5. SEVERABILITY

In the event that any provision of this agreement shall be held invalid or unenforceable, the provision shall be deleted from this agreement without affecting in any respect whatsoever the validity of the remainder of this agreement.

Section 6. NOTICES

All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY

City of Clermont
City Manager
P.O. Box 120219
Clermont, FL 34712-0219

OWNER

Clermont Motor Sales, LLC
3800 West Colonial Drive
Orlando, FL 32808

Section 6. AMENDMENTS

Any amendment to this agreement is not effective unless the amendment is in writing and signed by all parties.

Section 7. EFFECTIVE DATE

The effective date of this agreement shall be the day of execution of the agreement required hereunder.

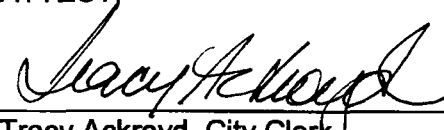
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through _____.

DATED this 27th day of November, 2012.

CITY OF CLERMONT


Harold S. Turville Jr., Mayor

ATTEST:


Tracy Ackroyd, City Clerk

Approved as to form and legality:


Daniel F. Mantzaris, City Attorney



OWNER: Clermont Motor Sales, LLC

[Signature] Title: CHAIRMAN
Signature

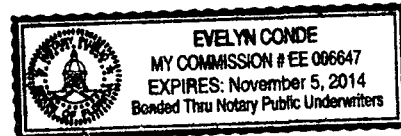
Joseph A. Siviola
Print Name

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 4th day of December, 2012, by Joseph A. Siviola, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public *[Signature]* SEAL:

Type/print name EVELYN CONDE



PROPERTY OWNER(S):

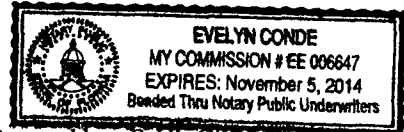
WITNESSES (Two required):

Clermont Motor Sales, LLC

Witnesses

By: [Signature]
SignatureJOSEPH A. SIVIGLIA
Type or print nameBy: _____
Signature_____
Type or print name1. [Signature]
SignatureLeslie Adams
Type or print name2. [Signature]
SignatureKristen VanVonderen
Type or print nameSTATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 4th day of December, 2012, by Joseph A. Siviglia, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public [Signature] SEAL:Type/print name Evelyn Conde

Pursuant to Section 695.29(3)(f): this instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer, City Attorney, City of Clermont, Florida 34712

EXHIBIT "A"**PROPERTY DESCRIPTION****Owners:**

Clermont Motor Sales, LLC

Description:

LAKE HIGHLANDS 26-22-26 BEG AT NE COR OF SEC, RUN S 0-40-12 W 1183.47 FT TO N R/W LINE OF SR 50, N 89-09-12 W 680.32 FT, N 0-25-53 W TO N LINE OF SEC, E ALONG SAID N LINE OF SEC TO POB, BEING TRACTS 1 & 16, PART OF TRACTS 2 & 15A PB 3 PG 52 ORB 2754 PG 2314

Containing 18.48 acres, more or less

AND

LAKE HIGHLANDS 23-22-26 BEG AT SE COR OF SEC, RUN N 0-39-25 E 464.58 FT TO S'LY R/W LINE OF RR, N 66-13-46 W ALONG SAID S'LY R/W LINE OF RR A DIST OF 780.30 FT, S 0-25-53 E TO S LINE OF SEC, E ALONG SAID S LINE TO POB, BEING PART OF TRACTS 50A & 63, ALL OF TRACT 64—LESS FROM SE COR OF SEC 23 RUN N 0-39-25 E ALONG E LINE OF SE 1/4 A DIST OF 464.58 FT TO N LINE OF TRACT 64, N 66-13-46 W ALONG SAID PROJECTION LINE & N LINE OF SAID TRACTS 64 & 50-A 780.30 FT, S 0-25-53 E 76.75 FT TO A POINT ON S LINE OF 200 FT WIDE R/W FOR ACL RR R/W & POB, RUN S 66-13-46 E R/W LINE 350.25 FT, N 89-09-48 W 319.54 FT, N 0-25-53 W 136.51 FT TO POB—PB 4 PG 11, ORB 2754 PG 2314

Containing 9.84 acres, more or less

Total: Containing 28.32 acres, more or less.

Lake County Alternate Key Numbers:

1048699

3835574

EXHIBIT "B"

Notice of Encumbrance
to Annex to City of Clermont

City of Clermont
685 W. Montrose Street
Clermont, FL 34712

THIS INSTRUMENT, Made this 27th day of November 2012, between **Clermont Motor Sales, LLC** property owners in the County of Lake, State of Florida Grantor*, and the **CITY OF CLERMONT, FLORIDA**, A Municipal Corporation, Grantee*:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of Clermont, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, DOES HEREBY ENCUMBER the below - described real property situate, lying and being in Lake County, Florida with the absolute requirement that the subject real property may be, at the sole discretion, and upon request of Grantee, annexed into the city limits of the City of Clermont at such time that the annexation of said real property is in accordance with applicable law,

GRANTOR, further agrees, on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns to perform all ministerial functions necessary of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of Clermont and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

EXHIBIT "A"

Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

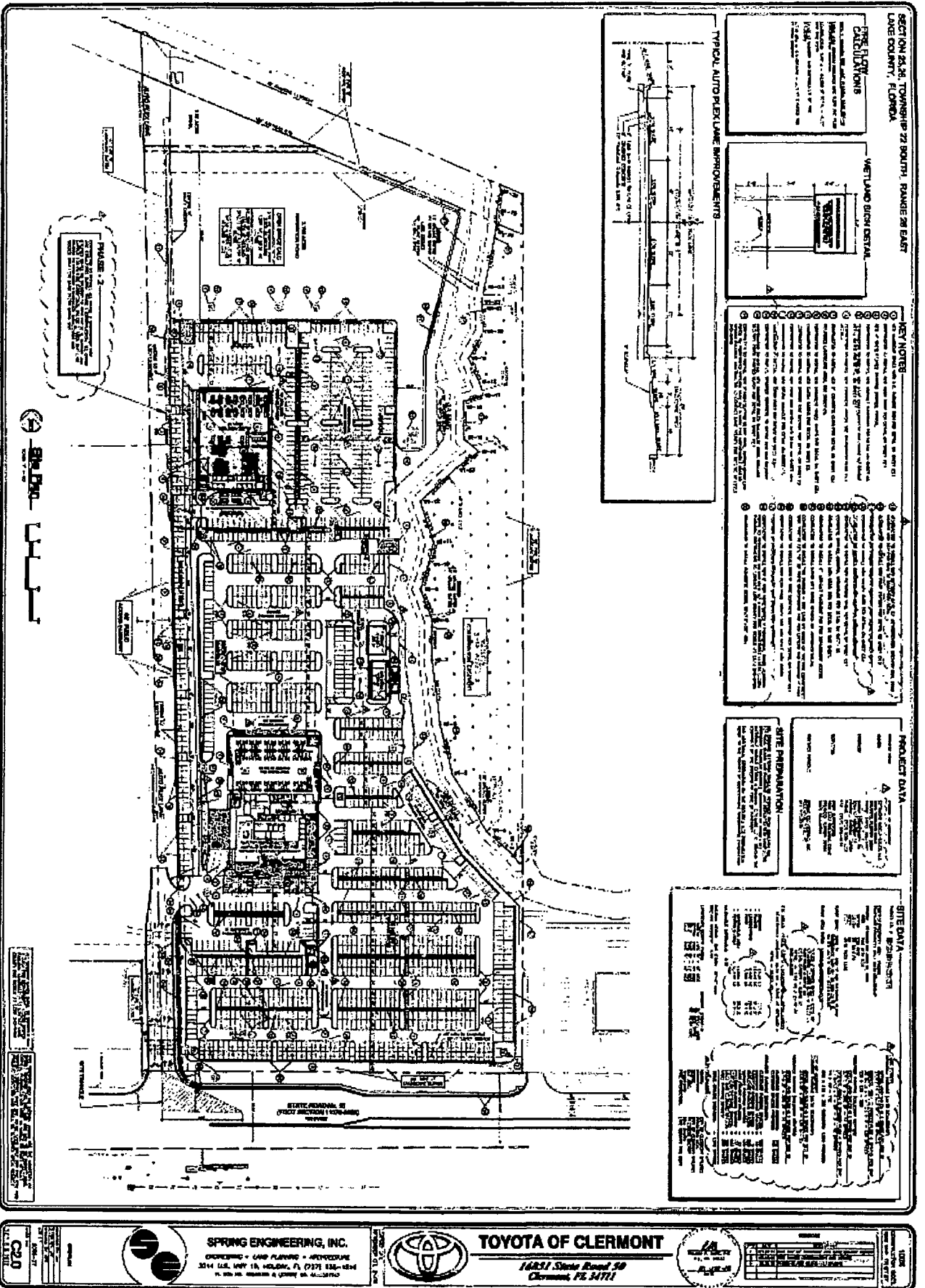
Clermont Motor Sales, LLC (Toyota)

Aerial view:



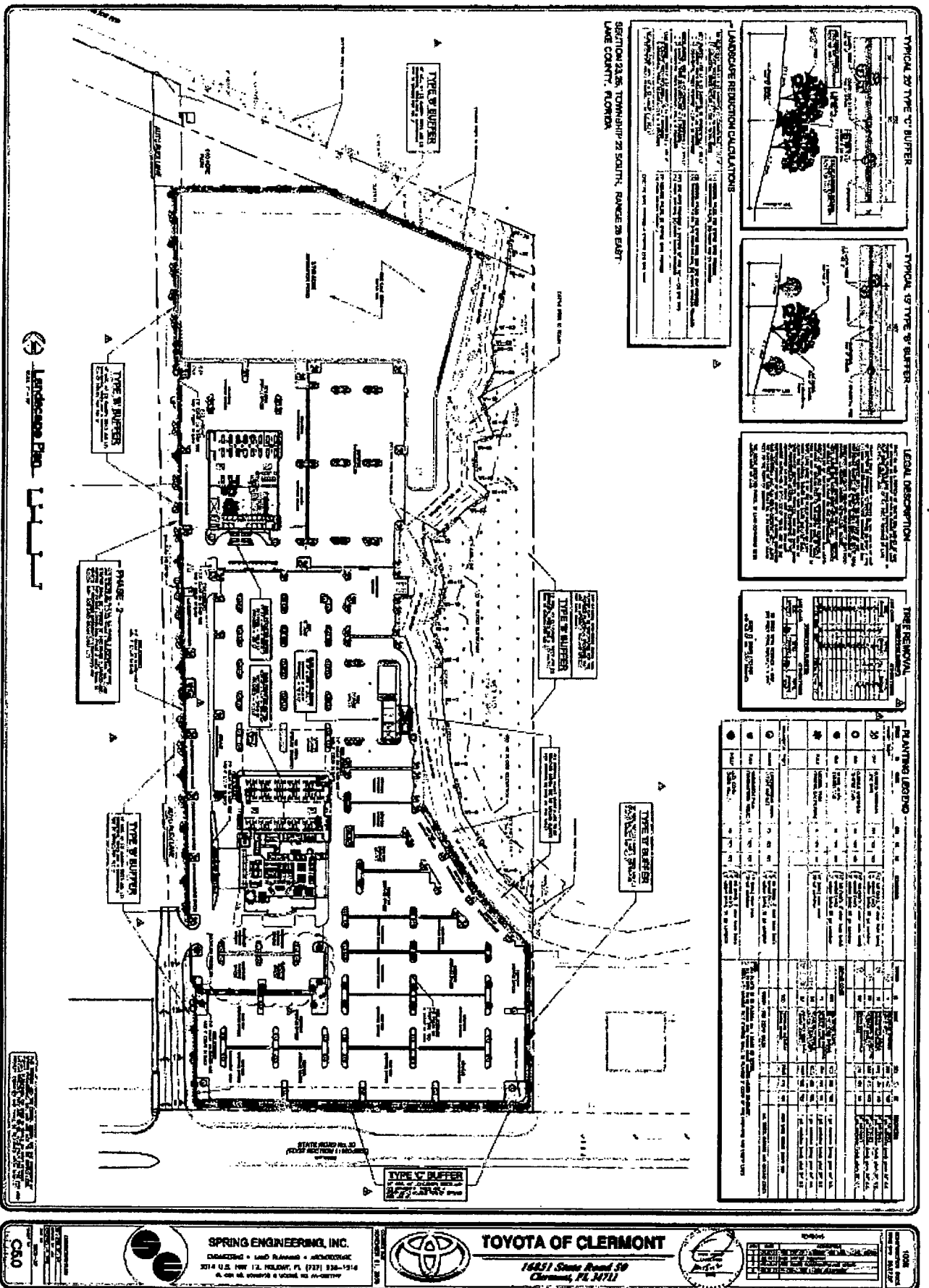
Clermont Motor Sales, LLC (Toyota) - Site Plan:

EXHIBIT "C"



Clermont Motor Sales, LLC (Toyota) - Landscape Plan:

EXHIBIT "D"



LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday March 24, 2015 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2015-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR AN EFFECTIVE DATE; SEVERABILITY; RECORDING, AND PUBLICATION.

LOCATION:

(Alternate Key 1048699 and 3835574) North of S.R. 50, east of Auto Plex Lane,
West of the Orange County line, (Toyota of Clermont)

LEGAL DESCRIPTION

Lake Highlands 26-22-26 Beginning at northeast corner of section, run south 0-40-12 west 1183.47 feet to north right-of-way line of S.R. 50, north 89-09-12 west 680.32 feet, north 0-25-53 west to north line of section, east along said north line of section to point of beginning, being tracts 1 & 16, part of tracts 2 and 15A PB 3, PG 52 ORB 2754 Pg 2314, Public Records of Lake County, Florida. Containing 18.48 acres, more or less

AND

Lake Highlands 23-22-26 beginning at southeast corner of section, run north 0-39-25 east 464.58 feet to southerly right-of-way line of railroad, north 66-13-46 west along said southerly right-of-way line of railroad a distance of 780.30 feet, south 0-25-53 east to south line of section, east along said south line to point of beginning, being part of tracts 50A & 63, all of tract 64 - less from southeast corner of section 23 run north 0-39-25 east along east line of southeast $\frac{1}{4}$ a distance of 464.58 feet to north line of tract 64, north 66-13-46 west along said projection line and north line of said tracts 64 and 50A 780.30 feet, south 0-25-53 east 76.75 feet to a point on south line of 200 feet wide right-of-way for Atlantic Coast Lines railroad right-of-way and point of beginning, run south 66-13-46 east right-of-way line 350.25 feet, north 89-09-48 west 319.54 feet, north 0-25-53 west 136.51 feet to point of beginning, PB4 PG 11, ORB 2754 PG 2314, Public Records of Lake County, Florida.
Containing 9.84 acres, more or less

Total: Containing 28.32 acres, more or less.

See Map Below

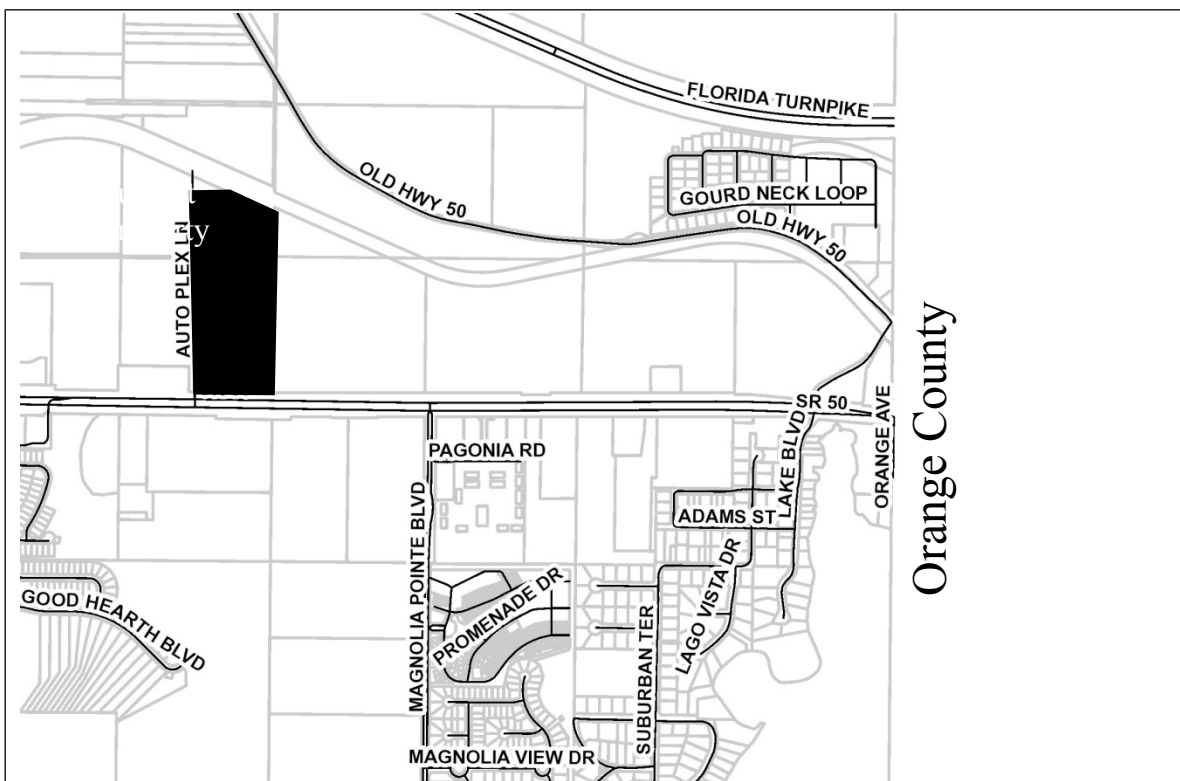
This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
March 10 and 17, 2015

Location Map:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date																	
Tuesday, March 10, 2015																	
Agenda Item Name																	
Ordinance No. 2015-11; <i>Introduction</i> Toyota of Clermont																	
Requested Action																	
Move to introduce Ordinance 2015-11 and to transmit proposed Comprehensive Plan Amendment.																	
Staff Report																	
This administrative request is being heard concurrently with requests for annexation and rezoning. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on November 27, 2012. The property is improved and is receiving water and sewer services from the City of Clermont. The property, approximately 28 acres, has been developed as an auto dealership, Toyota of Clermont. The proposed map amendment will change the future land use from Lake County's Regional Commercial to the City's Commercial. The related rezoning request will change the zoning from Urban Estate (currently Planned Commercial District in Lake County) to the City's C-2 General Commercial zoning classification. Upon approval by the City Council, the proposed amendment would be transmitted to the Florida Department of Economic Opportunity (DEO) and the reviewing agencies for review. DEO would then issue an Objections, Recommendations and Comments letter to the City, and the amendment would then be scheduled for a final public hearing in May. Staff recommends approval of the transmittal of the large scale comprehensive plan amendment to change the future land use from Lake County Regional Commercial to Commercial in the City.																	
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</td><td>CPA ORD 2015-11.doc</td></tr><tr><td>2.</td><td>Maps</td><td>Toyota Maps.pdf</td></tr><tr><td>3.</td><td>Utility Agreement</td><td>Toyota of Clermont UA.pdf</td></tr><tr><td>4.</td><td>Legal ad</td><td>CPA Ad Toyota of Clermont.docx</td></tr><tr><td>5.</td><td>Commercial FLU</td><td>Commercial FLU.pdf</td></tr></table>			1.	Ordinance	CPA ORD 2015-11.doc	2.	Maps	Toyota Maps.pdf	3.	Utility Agreement	Toyota of Clermont UA.pdf	4.	Legal ad	CPA Ad Toyota of Clermont.docx	5.	Commercial FLU	Commercial FLU.pdf
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5.	Commercial FLU	Commercial FLU.pdf															

CITY OF CLERMONT
ORDINANCE No. 2015-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on June 23, 2009, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Comprehensive Plan of the City of Clermont may be amended pursuant to Florida Statute 163.3187; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Clermont have held public hearings on the proposed amendment to the plan in light of written comments, proposals and objections from the general public;

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

Section 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Future Land Use Map of the Comprehensive Plan of the City of Clermont is hereby amended by changing the following described property as shown:

LEGAL DESCRIPTION

Lake Highlands 26-22-26 Beginning at northeast corner of section, run south 0-40-12 west 1183.47 feet to north right-of-way line of S.R. 50, north 89-09-12 west 680.32 feet, north 0-25-53 west to north line of section, east along said north line of section to point of beginning, being tracts 1 & 16, part of tracts 2 and 15A PB 3, PG 52 ORB 2754 Pg 2314, Public Records of Lake County, Florida. Containing 18.48 acres, more or less

AND

CITY OF CLERMONT
ORDINANCE No. 2015-11

Lake Highlands 23-22-26 beginning at southeast corner of section, run north 0-39-25 east 464.58 feet to southerly right-of-way line of railroad, north 66-13-46 west along said southerly right-of-way line of railroad a distance of 780.30 feet, south 0-25-53 east to south line of section, east along said south line to point of beginning, being part of tracts 50A & 63, all of tract 64 - less from southeast corner of section 23 run north 0-39-25 east along east line of southeast $\frac{1}{4}$ a distance of 464.58 feet to north line of tract 64, north 66-13-46 west along said projection line and north line of said tracts 64 and 50A 780.30 feet, south 0-25-53 east 76.75 feet to a point on south line of 200 feet wide right-of-way for Atlantic Coast Lines railroad right-of-way and point of beginning, run south 66-13-46 east right-of-way line 350.25 feet, north 89-09-48 west 319.54 feet, north 0-25-53 west 136.51 feet to point of beginning, PB4 PG 11, ORB 2754 PG 2314, Public Records of Lake County, Florida.

Containing 9.84 acres, more or less

Total: Containing 28.32 acres, more or less.

(Alternate Key 1048699 and 3835574) North of S.R. 50, east of Auto Plex Lane, West of the Orange County line, (Toyota of Clermont).

**CHANGE IN FUTURE LAND USE CLASSIFICATION
FROM LAKE COUNTY – REGIONAL COMMERCIAL
TO CITY OF CLERMONT COMMERCIAL**

Section 2.

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

Section 3.

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

Section 4.

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

CITY OF CLERMONT
ORDINANCE No. 2015-11

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-11

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 26th day of May, 2015.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map Clermont Motor Sales, LLC

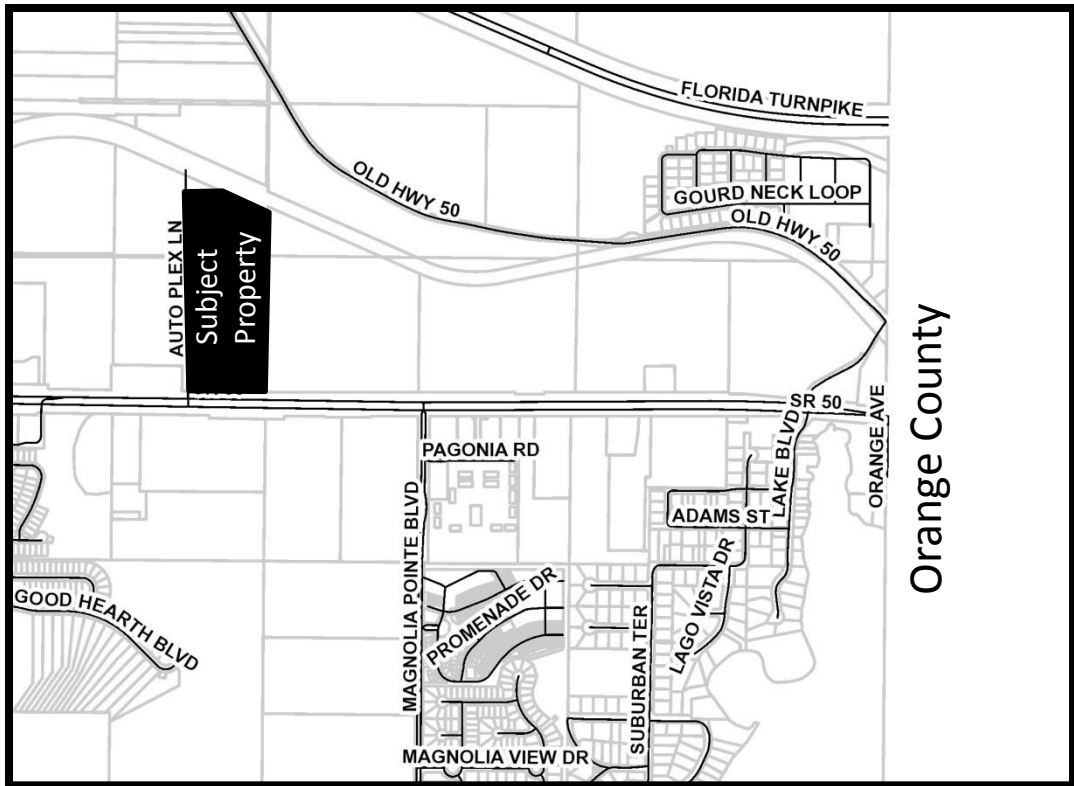


Exhibit – Future Land Use
Clermont Motor Sales, LLC

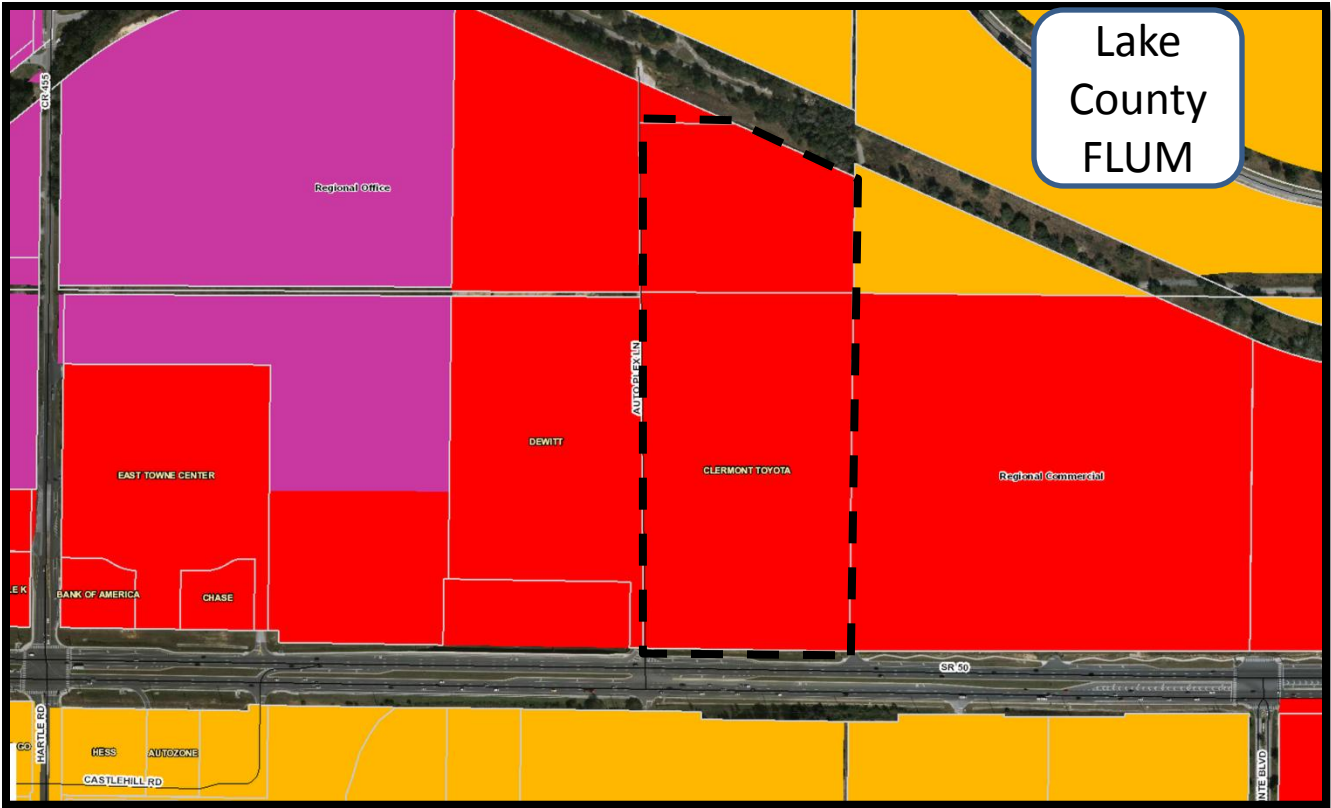


Exhibit – Zoning
Clermont Motor Sales, LLC



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



**UTILITY SERVICE AGREEMENT
For WATER & WASTEWATER**

This document constitutes an agreement between the *City of Clermont*, hereby referred to as **CITY**, a municipality of the State of Florida, and *Clermont Motor Sales, LLC* and any successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is requesting service to an automotive sales, service, repair and commercial business which is located on real property (the "Property") described on Exhibit 'A', attached hereto and by this reference made a part hereof; and

Whereas, the Property is located in the unincorporated area of Lake County and the OWNER is requesting water and sewer service from the CITY; and

Whereas, as a condition of CITY providing said water and sewer service to the Property, OWNER is to extend water and sewer lines to serve the Property and lines and appurtenances must be sized and constructed in accordance with the minimum requirements of CITY Land Development Regulations and to meet the flow demands for the subdivision; and

Whereas, the CITY may, at the sole option of the CITY, elect to enlarge or oversize the water and/or sewer lines and appurtenances in order to provide additional capacity to other properties; and

Whereas, as a condition of the provision of water and sewer service to the Property by the CITY, OWNER agrees that this Agreement shall constitute an unconditional application to annex the Property into the City of Clermont, if CITY chooses to do so; and

Whereas, OWNER and CITY are entering into this Agreement to set forth the terms and conditions under which water and sewer service shall be extended and sized.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

Section 1. OFF-SITE WATER/SEWER – Each and all of the foregoing premises are incorporated into and constitute a part of this Agreement.

- 1.1 CITY shall provide water and sewer service for the Property.
- 1.2 OWNER shall connect to the existing City system at connection point or points approved by CITY.
- 1.3 The route of any off site lines shall be according to engineering plans produced by OWNER and approved by the CITY.
- 1.4 The OWNER shall construct the facilities, lines and appurtenances necessary to serve the development and provide such documentation necessary for the CITY to ascertain that the lines shall meet the minimum line size requirements as specified by the CITY Land Development Regulations.

- 1.5 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.
- 1.6 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project. No building permits shall be issued until water and sewer are provided to the site or until a bond or letter of credit, acceptable to CITY, is in place to guarantee completion of off-site improvements. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the CITY.
- 1.7 The OWNER shall be responsible for all costs of on site and off site improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.
- 1.8 The OWNER shall construct a portion of Autoplex Lane, S.R. 50, including turn lanes into the development, along the southern property boundary as associated with the development.
- 1.9 The existing utilities along State Road 50 must stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the OWNER shall prepare plans, permit the project and construct the modifications at the OWNER's expense.
- 1.10 The utilities in the commercial properties shall be privately owned and maintained, but shall be constructed to City standards.
- 1.11 The CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY.
- 1.12 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimate shall be contractors bid as certified by OWNER'S project engineer. The CITY shall review and either approve or reject the costs.
- 1.13 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.14 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water and sewer lines and appurtenances, both on site and off site, required to serve the Property, with reimbursement for the difference in costs as determined in Section 1.9 from the CITY in the form of Impact Fee Credits.
- 1.15 The Impact Fee Credits shall be established subject to Sections 1.9 and 1.11 and at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.
- 1.16 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but may be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

- 1.17 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees.
- 1.18 A 12-inch water main shall be constructed from the connection point at State Road 50, north along the private road at the western property boundary, westerly along the trail right-of-way and connect to the existing 16-inch water main on CR455. The water main shall be located in a fifteen foot easement in Autoplex Lane.
- 1.19 The point of sewer connection shall be coordinated with the existing utilities on the north side of State Road 50. The City will not accept ownership of utilities within the State Road 50 right-of-way.
- 1.20 Any fencing within public view, (including retention ponds), must be ornamental metal with complementing structural columns. No chain link shall be used in public view areas.
- 1.21 The OWNER must coordinate with Lake County and the Metropolitan Planning Organization (MPO) for compliance with Transportation Concurrency, and the Transportation Concurrency Management System (TCMS).
- 1.22 A cross access easement must be provided for the constructed Autoplex Lane, and the 30-foot unimproved reserved portion running to the northern property boundary.
- 1.23 Autoplex Lane road improvements. Autoplex Lane, which is a private road, shall be constructed to City design and landscaping standards (as modified herein above) from State Road 50 for 300 feet north into the Property. OWNER shall not be required to perform any upgrades to Autoplex Lane beyond 300 feet north of State Road 50.
- 1.24 The unimproved portion of Autoplex Lane shall include a 30-foot reservation of property for the roadway itself, plus 10-feet for the landscape buffer. The cross section shall be essentially level to accommodate any possible future construction of the road.

Section 2. DEVELOPMENT STANDARDS

- 2.1 The project shall be developed according to the JPA Land Development Regulations (Lake County Ordinance No. 2005-64). Items not addressed in the JPA Land Development Regulations must be developed to City standards unless otherwise stipulated in this Agreement under Section 3, or subsequent amendments to this Agreement.
- 2.2 The project shall be designed in substantial accordance with the Site Plan (Exhibit "C") and Landscape Plan (Exhibit "D") by Spring Engineering, Inc. dated 9-21-12. Exceptions or modifications may be permitted as necessary to comply with final conditions and any State, County or City Codes.

Section 3. WAIVER REQUESTS FOR THE PROPERTY

- 3.1 OWNER will request the following waivers from requirements imposed in the City of Clermont Code of Ordinances (the "Code") and CITY staff will support such requests:

- (a) Retaining Wall Height. The retaining wall height will be 15 feet.
- (b) Customer Parking. Rather than basing the number of customer parking on the square footage of the overall commercial space for the project, the CITY agrees to base the number of customer parking spaces on the size of the first floor administration/sales area (18,018 sq. ft.) and the collision center building (2,710 sq. ft.) for the project. Accordingly, 90 customer parking spaces are required for the administration/sales area (117 provided) and 14 customer parking spaces are required for the collision center (16 provided). The OWNER is required to provide a minimum of 104 customer parking spaces for both areas total. The site plan indicates 117 customer parking spaces are sized according to Section 3 (c). Overall customer parking as indicated on the site plan for both the first & second floor requires 152 spaces and 152 are provided, both 10' x 20' and 9' x 18'.
- (c) Product Inventory Space Size. The product inventory spaces shall be separated from customer parking spaces and shall be 9' x 18'. Customer parking spaces will be 10' x 20'.
- (d) Parking areas in the non-customer locations may have one landscape island every 15 parking spaces. All customer parking areas shall maintain the required one landscape island every 10 parking spaces.
- (e) Cut and Fill Maximum Standard for Grading. The grading for the site shall be limited to a 15 foot grade change in a cut or fill for the overall site, and up to 20 feet for the transition area along the eastern boundary.
- (f) Landscaping on the western boundary of the Property beyond 300 feet north of State Road 50. The landscape buffer along that portion of the western boundary of the Property 300 feet north of State Road 50 shall be placed to the east of the existing pavement of Autoplex Lane and shall be constructed to those standards for a property boundary and not to the standards for buffers adjacent to public right-of-way.
- (g) Side slope requirements on the western boundary of the Property beyond 300 feet north of State Road 50. The side slope directly adjacent to the western side of the developed area of the Property 300 feet north of State Road 50 shall have a slope of 6:1 for the first 5 feet in lieu of the 10:1 side slope requirement.
- (h) All landscape buffers and internal island landscaping may be planted in accordance with the Lake County landscape requirements. This shall include internal parking landscape island size, perimeter buffer size, and plant materials/size.

Section 4. ANNEXATION

3.1 OWNER agrees that CITY may annex the Property into the City of Clermont if CITY, in its sole discretion, chooses to do so. In conjunction herewith, OWNER shall provide to CITY a *Notice of Encumbrance to Annex* Property in a form substantially in compliance with the form set forth in Exhibit "B", attached hereto and incorporated herein. The CITY shall record this Notice in the public records of Lake County whereupon it is agreed it shall serve as an enforceable encumbrance on the real property described in Exhibit "A". The Notice of Encumbrance shall be executed by all owners of the real property described in Exhibit "A" and

shall be accompanied, at OWNER'S expense, by a current certificate of title or opinion letter acceptable to CITY and issued by a licensed title company or attorney identifying all owners in interest of the real property. All land transfers by OWNER shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land.

Section 5. SEVERABILITY

In the event that any provision of this agreement shall be held invalid or unenforceable, the provision shall be deleted from this agreement without affecting in any respect whatsoever the validity of the remainder of this agreement.

Section 6. NOTICES

All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY

City of Clermont
City Manager
P.O. Box 120219
Clermont, FL 34712-0219

OWNER

Clermont Motor Sales, LLC
3800 West Colonial Drive
Orlando, FL 32808

Section 6. AMENDMENTS

Any amendment to this agreement is not effective unless the amendment is in writing and signed by all parties.

Section 7. EFFECTIVE DATE

The effective date of this agreement shall be the day of execution of the agreement required hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through _____.

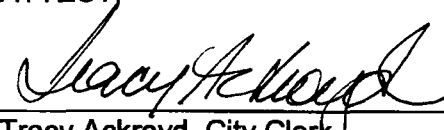
DATED this 27th day of November, 2012.

CITY OF CLERMONT



Harold S. Turville Jr., Mayor

ATTEST:



Tracy Ackroyd, City Clerk

Approved as to form and legality:



Daniel F. Mantzaris, City Attorney



OWNER: Clermont Motor Sales, LLC

[Signature] Title: CHAIRMAN
Signature

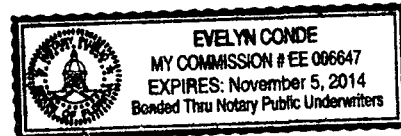
Joseph A. Siviola
Print Name

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 4th day of December, 2012, by Joseph A. Siviola, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public *[Signature]* SEAL:

Type/print name EVELYN CONDE

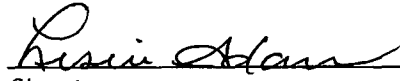


PROPERTY OWNER(S):

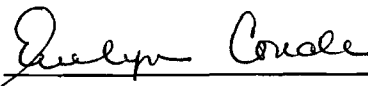
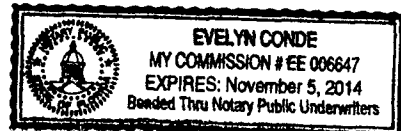
WITNESSES (Two required):

Clermont Motor Sales, LLC

Witnesses

By: 
SignatureJOSEPH A. SIVIGLIA
Type or print nameBy: _____
Signature_____
Type or print name1. 
SignatureLeslie Adams
Type or print name2. 
SignatureKristen VanVonderen
Type or print nameSTATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 4th day of December, 2012, by Joseph A. Siviglia, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public  SEAL:Type/print name Evelyn Conde

Pursuant to Section 695.29(3)(f): this instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer, City Attorney, City of Clermont, Florida 34712

EXHIBIT "A"**PROPERTY DESCRIPTION****Owners:**

Clermont Motor Sales, LLC

Description:

LAKE HIGHLANDS 26-22-26 BEG AT NE COR OF SEC, RUN S 0-40-12 W 1183.47 FT TO N R/W LINE OF SR 50, N 89-09-12 W 680.32 FT, N 0-25-53 W TO N LINE OF SEC, E ALONG SAID N LINE OF SEC TO POB, BEING TRACTS 1 & 16, PART OF TRACTS 2 & 15A PB 3 PG 52 ORB 2754 PG 2314

Containing 18.48 acres, more or less

AND

LAKE HIGHLANDS 23-22-26 BEG AT SE COR OF SEC, RUN N 0-39-25 E 464.58 FT TO S'LY R/W LINE OF RR, N 66-13-46 W ALONG SAID S'LY R/W LINE OF RR A DIST OF 780.30 FT, S 0-25-53 E TO S LINE OF SEC, E ALONG SAID S LINE TO POB, BEING PART OF TRACTS 50A & 63, ALL OF TRACT 64—LESS FROM SE COR OF SEC 23 RUN N 0-39-25 E ALONG E LINE OF SE 1/4 A DIST OF 464.58 FT TO N LINE OF TRACT 64, N 66-13-46 W ALONG SAID PROJECTION LINE & N LINE OF SAID TRACTS 64 & 50-A 780.30 FT, S 0-25-53 E 76.75 FT TO A POINT ON S LINE OF 200 FT WIDE R/W FOR ACL RR R/W & POB, RUN S 66-13-46 E R/W LINE 350.25 FT, N 89-09-48 W 319.54 FT, N 0-25-53 W 136.51 FT TO POB—PB 4 PG 11, ORB 2754 PG 2314

Containing 9.84 acres, more or less

Total: Containing 28.32 acres, more or less.

Lake County Alternate Key Numbers:

1048699

3835574

EXHIBIT "B"

Notice of Encumbrance
to Annex to City of Clermont

City of Clermont
685 W. Montrose Street
Clermont, FL 34712

THIS INSTRUMENT, Made this 27th day of November 2012, between **Clermont Motor Sales, LLC** property owners in the County of Lake, State of Florida Grantor*, and the **CITY OF CLERMONT, FLORIDA**, A Municipal Corporation, Grantee*:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of Clermont, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, DOES HEREBY ENCUMBER the below - described real property situate, lying and being in Lake County, Florida with the absolute requirement that the subject real property may be, at the sole discretion, and upon request of Grantee, annexed into the city limits of the City of Clermont at such time that the annexation of said real property is in accordance with applicable law,

GRANTOR, further agrees, on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns to perform all ministerial functions necessary of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of Clermont and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

EXHIBIT "A"

Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

Clermont Motor Sales, LLC (Toyota)

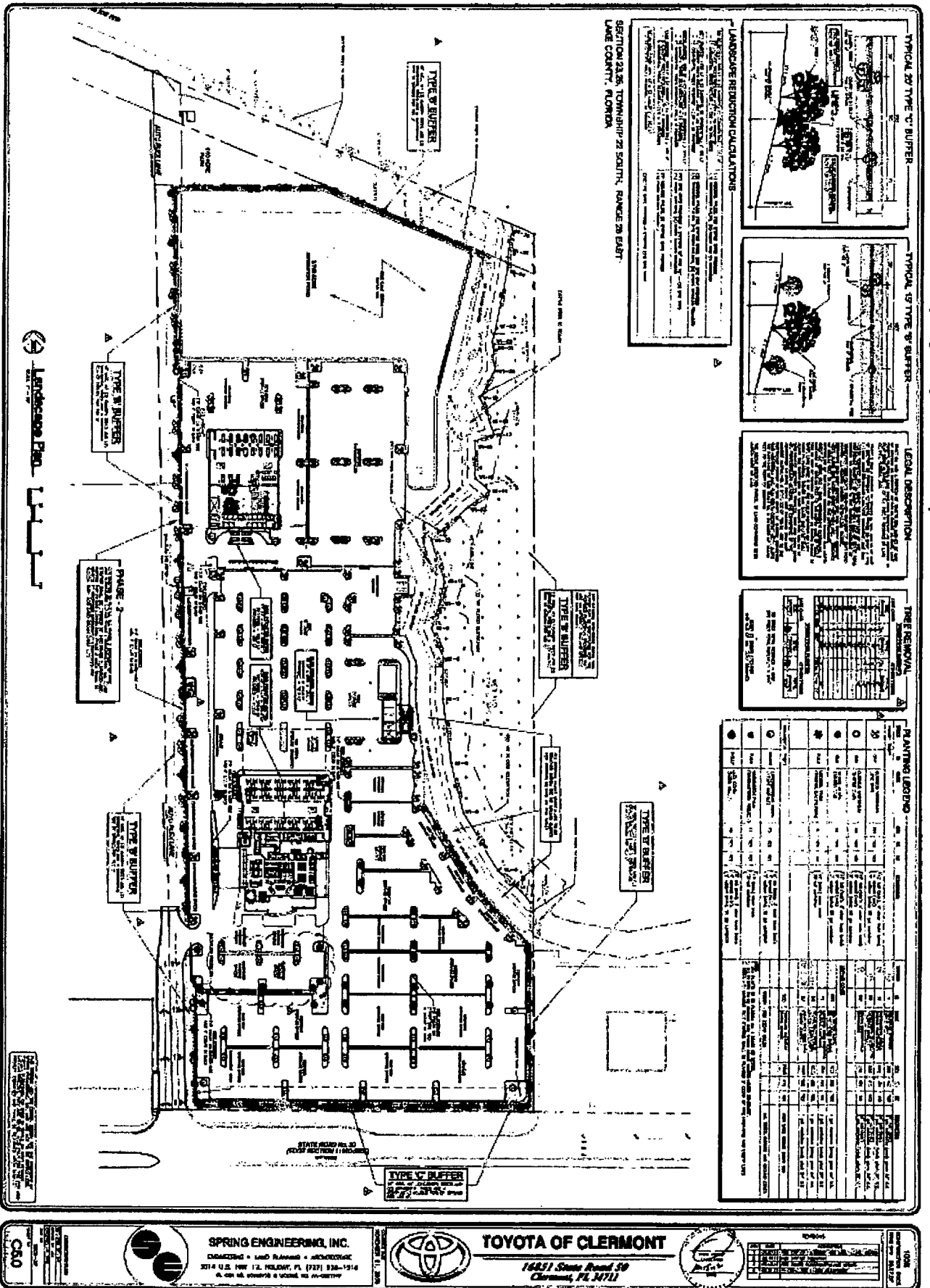
Aerial view:



EXHIBIT "C"



EXHIBIT "D"



CITY OF CLERMONT

NOTICE OF PROPOSED AMENDMENT TO COMPREHENSIVE PLAN ORDINANCE NO. 2015-10

The City of Clermont will hold public hearings Tuesday, March 3, 2015 at 7 p.m. before the Planning and Zoning Commission and Tuesday, March 24, 2015 at 6:30 p.m. before the City Council to consider transmittal and introduction of a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the parcel below from Lake County Regional Commercial to Commercial.

The City of Clermont will hold public hearings on Tuesday, May 26, 2015 (final reading of the ordinance) beginning at 6:30 p.m. before the City Council to consider the adoption of the proposed change to the City's Future Land Use Map.

***Location: North of S.R. 50, East of Auto Plex Lane, West of the Orange County Line,
Toyota of Clermont, 28 +/- acres
Alternate Keys 3835574 and 1048699***

Ordinance #2015-10:

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

The public hearings are in the Council chambers of City Hall, 685 W. Montrose Street, and are open to public comment. Please call (352) 241-7302 if you have any questions.

The proposed amendment may be inspected at the City's Development Services Department (1st floor, City Hall) between 8 a.m. and 5 p.m. Monday-Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
February 17, 2015 and May 12, 2015

Objective 1.8: Office Land Use Category. The office category is established to provide for office uses in areas that transition to residential neighborhoods. Uses allowed in addition to offices are supportive accessory uses, churches and schools as conditional uses, minor public utilities (i.e., telephone switching stations, lift stations, drainage infrastructure, and similar facilities), parks and open space, municipal facilities and other civic and cultural uses subject to standards and performance criteria set forth in this plan and in the land development regulations.

Policy 1.8.1: Residential uses are not allowed in the office category.

Policy 1.8.2: Nursing homes, assisted living facilities and independent living facilities shall be permitted in all mixed-use land use categories as a PUD consistent with land development regulations and may have a maximum intensity of 3.0 FAR.

Objective 1.9: Commercial Land Use Category. The commercial category is established to assure availability of sufficient office and commercial sites to serve the needs of the existing and projected population. In addition to office and commercial uses, residential uses are allowed, preferably as mixed-use, high-density developments, as well as supportive accessory uses, churches and schools as conditional uses, minor public utilities (i.e., telephone switching stations, lift stations, drainage infrastructure, and similar facilities), parks and open space, municipal facilities and other civic and cultural uses subject to standards and performance criteria set forth in this plan and in the land development regulations.

Policy 1.9.1: The commercial land use category shall accommodate activities such as general retail sales and services, professional and business offices, personal services and limited residential use. Based on current land use trends, the City estimates that the mix of uses will be 90 percent office and commercial uses and 10 percent residential, public facilities/institutional and recreation uses.

Policy 1.9.2: The maximum intensity of commercial development shall be limited to 0.25 FAR. Residential development shall be limited to 12 units per acre; however, densities higher than eight units per acre shall require a conditional use permit.

Policy 1.9.3: Hotels and hospitals shall be allowed as a conditional use within the commercial land use category and shall be limited to a maximum intensity of 3.0 FAR.

Policy 1.9.4: Nursing homes, assisted living facilities and independent living facilities shall be permitted in the commercial land use category as a PUD consistent with land development regulations and may have a maximum intensity of 3.0 FAR.

Objective 1.10: Industrial Land Use Category. The industrial category is established to provide sufficient land for existing and anticipated future industrial needs and requisite support services.

Policy 1.10.1: Residential uses are not allowed in the industrial category.

Policy 1.10.2: Uses allowed in the industrial category include manufacturing, assembling and distribution activities; warehousing and storage activities; general commercial activities; and other similar land uses which shall be regulated through appropriate land development regulations. Heavy metal fabrication, batch plants, salvage yards, chemical or petroleum



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 10, 2015		
Agenda Item Name		
Ordinance No. 2015-12; <i>Introduction</i> Toyota of Clermont		
Requested Action		
Move to introduce Ordinance 2015-12.		
Staff Report		
This administrative request is being heard concurrently with requests for annexation and a Large Scale Comprehensive Plan Amendment. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on November 27, 2012. The property is improved and is receiving water and sewer services from the City. The property, approximately 28 acres, has been developed as an auto dealership, Toyota of Clermont. The proposed rezoning is from Urban Estate (currently zoned Lake County's Planned Commercial District) to the City's C-2 General Commercial zoning classification. The related request for a comprehensive plan amendment would change the future land use from Lake County's Regional Commercial to the City's Commercial designation. Staff recommends approval of the rezoning to C-2 General Commercial.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	REZ ORD 2015-12.doc	
2. Maps	Toyota Maps.pdf	
3. Utility Agreement	Toyota of Clermont UA.pdf	
4. Legal ad	REZ legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-12

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

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1:

The official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

Lake Highlands 26-22-26 Beginning at northeast corner of section, run south 0-40-12 west 1183.47 feet to north right-of-way line of S.R. 50, north 89-09-12 west 680.32 feet, north 0-25-53 west to north line of section, east along said north line of section to point of beginning, being tracts 1 & 16, part of tracts 2 and 15A PB 3, PG 52 ORB 2754 Pg 2314, Public Records of Lake County, Florida. Containing 18.48 acres, more or less

AND

Lake Highlands 23-22-26 beginning at southeast corner of section, run north 0-39-25 east 464.58 feet to southerly right-of-way line of railroad, north 66-13-46 west along said southerly right-of-way line of railroad a distance of 780.30 feet, south 0-25-53 east to south line of section, east along said south line to point of beginning, being part of tracts 50A & 63, all of tract 64 - less from southeast corner of section 23 run north 0-39-25 east along east line of southeast $\frac{1}{4}$ a distance of 464.58 feet to north line of tract 64, north 66-13-46 west along said projection line and north line of said tracts 64 and 50A 780.30 feet, south 0-25-53 east 76.75 feet to a point on south line of 200 feet wide right-of-way for Atlantic Coast Lines railroad right-of-way and point of beginning, run south 66-13-46 east right-of-way line 350.25 feet, north 89-09-48 west 319.54 feet, north 0-25-53 west 136.51 feet to point of beginning, PB4 PG 11, ORB 2754 PG 2314, Public Records of Lake County, Florida.
Containing 9.84 acres, more or less

Total: Containing 28.32 acres, more or less.

(Alternate Key 1048699 and 3835574) North of S.R. 50, east of Auto Plex Lane, West of the Orange County line, (Toyota of Clermont).

CITY OF CLERMONT
ORDINANCE No. 2015-12

From: UE Urban Estate
To: C-2 General Commercial

SECTION 2:

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

SECTION 3:

Should any section or part of this section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire section or part of the section may be inseparable in meaning and effect from the section to which such holding shall apply.

SECTION 4:

The provisions of this Ordinance shall be effective as provided by law.

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-12

on this 24th day of March, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form:

Dan Mantzaris, City Attorney

Exhibit - Location Map Clermont Motor Sales, LLC

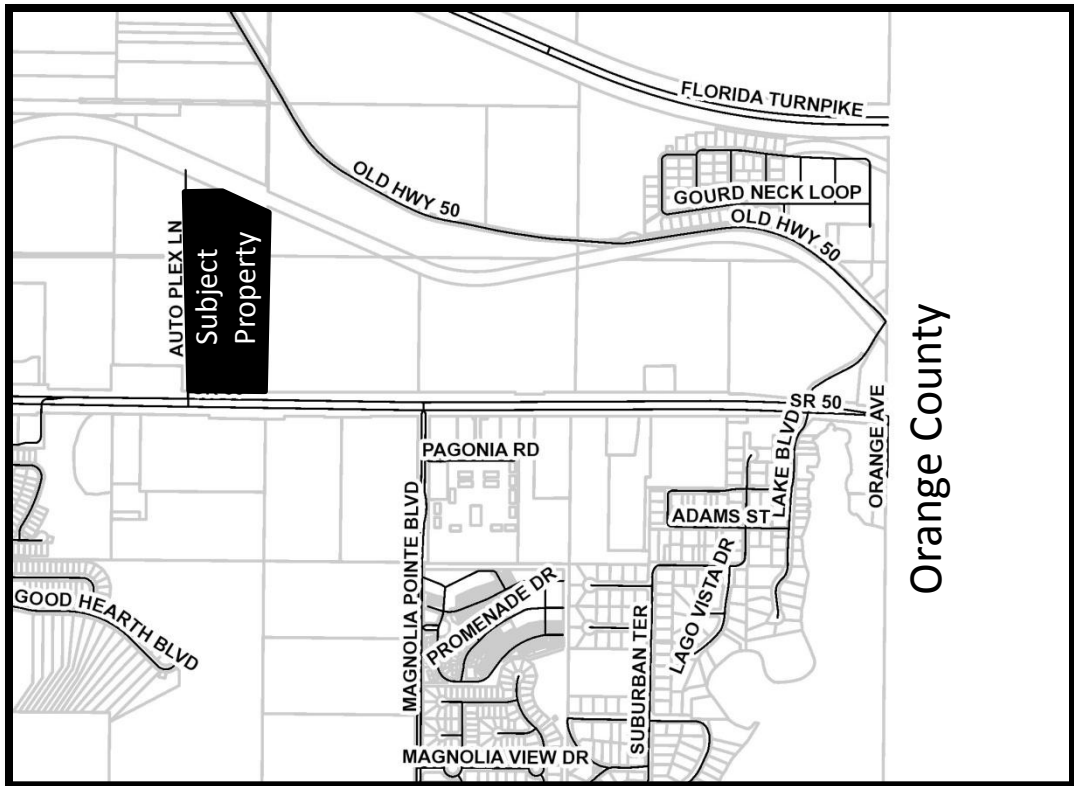


Exhibit – Future Land Use
Clermont Motor Sales, LLC

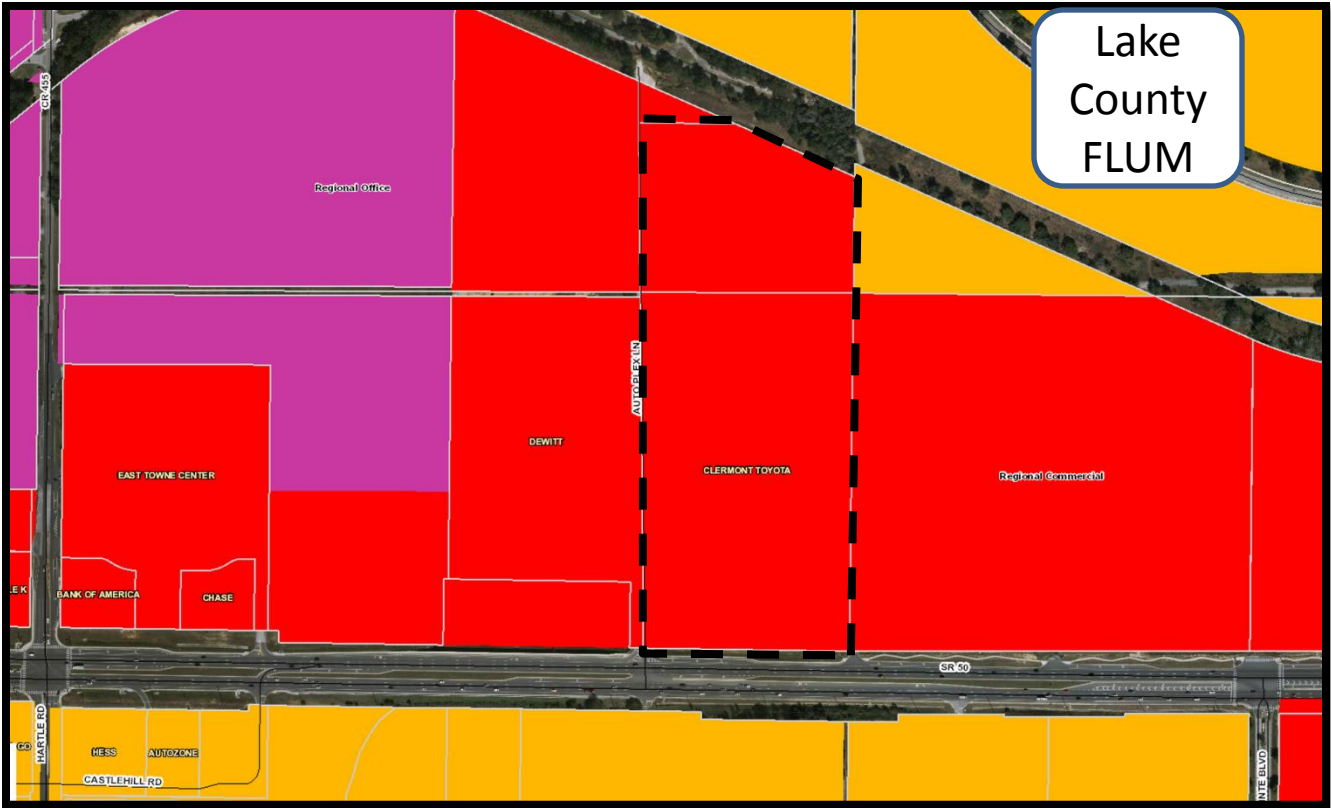


Exhibit – Zoning
Clermont Motor Sales, LLC



Lake
County
Zoning



Clermont
Zoning

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



**UTILITY SERVICE AGREEMENT
For WATER & WASTEWATER**

This document constitutes an agreement between the *City of Clermont*, hereby referred to as **CITY**, a municipality of the State of Florida, and *Clermont Motor Sales, LLC* and any successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is requesting service to an automotive sales, service, repair and commercial business which is located on real property (the "Property") described on Exhibit 'A', attached hereto and by this reference made a part hereof; and

Whereas, the Property is located in the unincorporated area of Lake County and the OWNER is requesting water and sewer service from the CITY; and

Whereas, as a condition of CITY providing said water and sewer service to the Property, OWNER is to extend water and sewer lines to serve the Property and lines and appurtenances must be sized and constructed in accordance with the minimum requirements of CITY Land Development Regulations and to meet the flow demands for the subdivision; and

Whereas, the CITY may, at the sole option of the CITY, elect to enlarge or oversize the water and/or sewer lines and appurtenances in order to provide additional capacity to other properties; and

Whereas, as a condition of the provision of water and sewer service to the Property by the CITY, OWNER agrees that this Agreement shall constitute an unconditional application to annex the Property into the City of Clermont, if CITY chooses to do so; and

Whereas, OWNER and CITY are entering into this Agreement to set forth the terms and conditions under which water and sewer service shall be extended and sized.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

Section 1. OFF-SITE WATER/SEWER – Each and all of the foregoing premises are incorporated into and constitute a part of this Agreement.

- 1.1 CITY shall provide water and sewer service for the Property.
- 1.2 OWNER shall connect to the existing City system at connection point or points approved by CITY.
- 1.3 The route of any off site lines shall be according to engineering plans produced by OWNER and approved by the CITY.
- 1.4 The OWNER shall construct the facilities, lines and appurtenances necessary to serve the development and provide such documentation necessary for the CITY to ascertain that the lines shall meet the minimum line size requirements as specified by the CITY Land Development Regulations.

- 1.5 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.
- 1.6 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project. No building permits shall be issued until water and sewer are provided to the site or until a bond or letter of credit, acceptable to CITY, is in place to guarantee completion of off-site improvements. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the CITY.
- 1.7 The OWNER shall be responsible for all costs of on site and off site improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.
- 1.8 The OWNER shall construct a portion of Autoplex Lane, S.R. 50, including turn lanes into the development, along the southern property boundary as associated with the development.
- 1.9 The existing utilities along State Road 50 must stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the OWNER shall prepare plans, permit the project and construct the modifications at the OWNER's expense.
- 1.10 The utilities in the commercial properties shall be privately owned and maintained, but shall be constructed to City standards.
- 1.11 The CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY.
- 1.12 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimate shall be contractors bid as certified by OWNER'S project engineer. The CITY shall review and either approve or reject the costs.
- 1.13 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.14 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water and sewer lines and appurtenances, both on site and off site, required to serve the Property, with reimbursement for the difference in costs as determined in Section 1.9 from the CITY in the form of Impact Fee Credits.
- 1.15 The Impact Fee Credits shall be established subject to Sections 1.9 and 1.11 and at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.
- 1.16 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but may be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

- 1.17 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees.
- 1.18 A 12-inch water main shall be constructed from the connection point at State Road 50, north along the private road at the western property boundary, westerly along the trail right-of-way and connect to the existing 16-inch water main on CR455. The water main shall be located in a fifteen foot easement in Autoplex Lane.
- 1.19 The point of sewer connection shall be coordinated with the existing utilities on the north side of State Road 50. The City will not accept ownership of utilities within the State Road 50 right-of-way.
- 1.20 Any fencing within public view, (including retention ponds), must be ornamental metal with complementing structural columns. No chain link shall be used in public view areas.
- 1.21 The OWNER must coordinate with Lake County and the Metropolitan Planning Organization (MPO) for compliance with Transportation Concurrency, and the Transportation Concurrency Management System (TCMS).
- 1.22 A cross access easement must be provided for the constructed Autoplex Lane, and the 30-foot unimproved reserved portion running to the northern property boundary.
- 1.23 Autoplex Lane road improvements. Autoplex Lane, which is a private road, shall be constructed to City design and landscaping standards (as modified herein above) from State Road 50 for 300 feet north into the Property. OWNER shall not be required to perform any upgrades to Autoplex Lane beyond 300 feet north of State Road 50.
- 1.24 The unimproved portion of Autoplex Lane shall include a 30-foot reservation of property for the roadway itself, plus 10-feet for the landscape buffer. The cross section shall be essentially level to accommodate any possible future construction of the road.

Section 2. DEVELOPMENT STANDARDS

- 2.1 The project shall be developed according to the JPA Land Development Regulations (Lake County Ordinance No. 2005-64). Items not addressed in the JPA Land Development Regulations must be developed to City standards unless otherwise stipulated in this Agreement under Section 3, or subsequent amendments to this Agreement.
- 2.2 The project shall be designed in substantial accordance with the Site Plan (Exhibit "C") and Landscape Plan (Exhibit "D") by Spring Engineering, Inc. dated 9-21-12. Exceptions or modifications may be permitted as necessary to comply with final conditions and any State, County or City Codes.

Section 3. WAIVER REQUESTS FOR THE PROPERTY

- 3.1 OWNER will request the following waivers from requirements imposed in the City of Clermont Code of Ordinances (the "Code") and CITY staff will support such requests:

- (a) Retaining Wall Height. The retaining wall height will be 15 feet.
- (b) Customer Parking. Rather than basing the number of customer parking on the square footage of the overall commercial space for the project, the CITY agrees to base the number of customer parking spaces on the size of the first floor administration/sales area (18,018 sq. ft.) and the collision center building (2,710 sq. ft.) for the project. Accordingly, 90 customer parking spaces are required for the administration/sales area (117 provided) and 14 customer parking spaces are required for the collision center (16 provided). The OWNER is required to provide a minimum of 104 customer parking spaces for both areas total. The site plan indicates 117 customer parking spaces are sized according to Section 3 (c). Overall customer parking as indicated on the site plan for both the first & second floor requires 152 spaces and 152 are provided, both 10' x 20' and 9' x 18'.
- (c) Product Inventory Space Size. The product inventory spaces shall be separated from customer parking spaces and shall be 9' x 18'. Customer parking spaces will be 10' x 20'.
- (d) Parking areas in the non-customer locations may have one landscape island every 15 parking spaces. All customer parking areas shall maintain the required one landscape island every 10 parking spaces.
- (e) Cut and Fill Maximum Standard for Grading. The grading for the site shall be limited to a 15 foot grade change in a cut or fill for the overall site, and up to 20 feet for the transition area along the eastern boundary.
- (f) Landscaping on the western boundary of the Property beyond 300 feet north of State Road 50. The landscape buffer along that portion of the western boundary of the Property 300 feet north of State Road 50 shall be placed to the east of the existing pavement of Autoplex Lane and shall be constructed to those standards for a property boundary and not to the standards for buffers adjacent to public right-of-way.
- (g) Side slope requirements on the western boundary of the Property beyond 300 feet north of State Road 50. The side slope directly adjacent to the western side of the developed area of the Property 300 feet north of State Road 50 shall have a slope of 6:1 for the first 5 feet in lieu of the 10:1 side slope requirement.
- (h) All landscape buffers and internal island landscaping may be planted in accordance with the Lake County landscape requirements. This shall include internal parking landscape island size, perimeter buffer size, and plant materials/size.

Section 4. ANNEXATION

3.1 OWNER agrees that CITY may annex the Property into the City of Clermont if CITY, in its sole discretion, chooses to do so. In conjunction herewith, OWNER shall provide to CITY a *Notice of Encumbrance to Annex* Property in a form substantially in compliance with the form set forth in Exhibit "B", attached hereto and incorporated herein. The CITY shall record this Notice in the public records of Lake County whereupon it is agreed it shall serve as an enforceable encumbrance on the real property described in Exhibit "A". The Notice of Encumbrance shall be executed by all owners of the real property described in Exhibit "A" and

shall be accompanied, at OWNER'S expense, by a current certificate of title or opinion letter acceptable to CITY and issued by a licensed title company or attorney identifying all owners in interest of the real property. All land transfers by OWNER shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land.

Section 5. SEVERABILITY

In the event that any provision of this agreement shall be held invalid or unenforceable, the provision shall be deleted from this agreement without affecting in any respect whatsoever the validity of the remainder of this agreement.

Section 6. NOTICES

All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY

City of Clermont
City Manager
P.O. Box 120219
Clermont, FL 34712-0219

OWNER

Clermont Motor Sales, LLC
3800 West Colonial Drive
Orlando, FL 32808

Section 6. AMENDMENTS

Any amendment to this agreement is not effective unless the amendment is in writing and signed by all parties.

Section 7. EFFECTIVE DATE

The effective date of this agreement shall be the day of execution of the agreement required hereunder.

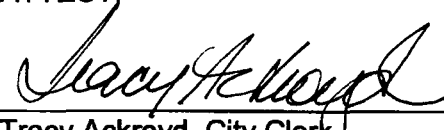
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through _____.

DATED this 27th day of November, 2012.

CITY OF CLERMONT


Harold S. Turville Jr., Mayor

ATTEST:


Tracy Ackroyd, City Clerk

Approved as to form and legality:


Daniel F. Mantzaris, City Attorney



OWNER: Clermont Motor Sales, LLC

[Signature] Title: CHAIRMAN
Signature

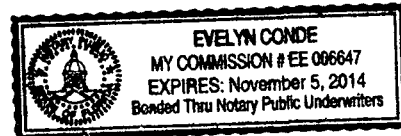
Joseph A. Siviola
Print Name

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 4th day of December, 2012, by Joseph A. Siviola, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public *[Signature]* SEAL:

Type/print name EVELYN CONDE



PROPERTY OWNER(S):

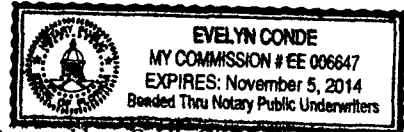
WITNESSES (Two required):

Clermont Motor Sales, LLC

Witnesses

By: [Signature]
SignatureJOSEPH A. SIVIGLIA
Type or print nameBy: _____
Signature_____
Type or print name1. [Signature]
SignatureLeslie Adams
Type or print name2. [Signature]
SignatureKristen VanVonderen
Type or print nameSTATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 4th day of December, 2012, by Joseph A. Siviglia, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public [Signature] SEAL:Type/print name Evelyn Conde

Pursuant to Section 695.29(3)(f): this instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer, City Attorney, City of Clermont, Florida 34712

EXHIBIT "A"**PROPERTY DESCRIPTION****Owners:**

Clermont Motor Sales, LLC

Description:

LAKE HIGHLANDS 26-22-26 BEG AT NE COR OF SEC, RUN S 0-40-12 W 1183.47 FT TO N R/W LINE OF SR 50, N 89-09-12 W 680.32 FT, N 0-25-53 W TO N LINE OF SEC, E ALONG SAID N LINE OF SEC TO POB, BEING TRACTS 1 & 16, PART OF TRACTS 2 & 15A PB 3 PG 52 ORB 2754 PG 2314

Containing 18.48 acres, more or less

AND

LAKE HIGHLANDS 23-22-26 BEG AT SE COR OF SEC, RUN N 0-39-25 E 464.58 FT TO S'LY R/W LINE OF RR, N 66-13-46 W ALONG SAID S'LY R/W LINE OF RR A DIST OF 780.30 FT, S 0-25-53 E TO S LINE OF SEC, E ALONG SAID S LINE TO POB, BEING PART OF TRACTS 50A & 63, ALL OF TRACT 64—LESS FROM SE COR OF SEC 23 RUN N 0-39-25 E ALONG E LINE OF SE 1/4 A DIST OF 464.58 FT TO N LINE OF TRACT 64, N 66-13-46 W ALONG SAID PROJECTION LINE & N LINE OF SAID TRACTS 64 & 50-A 780.30 FT, S 0-25-53 E 76.75 FT TO A POINT ON S LINE OF 200 FT WIDE R/W FOR ACL RR R/W & POB, RUN S 66-13-46 E R/W LINE 350.25 FT, N 89-09-48 W 319.54 FT, N 0-25-53 W 136.51 FT TO POB—PB 4 PG 11, ORB 2754 PG 2314

Containing 9.84 acres, more or less

Total: Containing 28.32 acres, more or less.

Lake County Alternate Key Numbers:

1048699

3835574

EXHIBIT "B"

Notice of Encumbrance
to Annex to City of Clermont

City of Clermont
685 W. Montrose Street
Clermont, FL 34712

THIS INSTRUMENT, Made this 27th day of November 2012, between **Clermont Motor Sales, LLC** property owners in the County of Lake, State of Florida Grantor*, and the **CITY OF CLERMONT, FLORIDA**, A Municipal Corporation, Grantee*:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of Clermont, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, DOES HEREBY ENCUMBER the below - described real property situate, lying and being in Lake County, Florida with the absolute requirement that the subject real property may be, at the sole discretion, and upon request of Grantee, annexed into the city limits of the City of Clermont at such time that the annexation of said real property is in accordance with applicable law,

GRANTOR, further agrees, on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns to perform all ministerial functions necessary of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of Clermont and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

EXHIBIT "A"

Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

Clermont Motor Sales, LLC (Toyota)

Aerial view:



EXHIBIT "C"



EXHIBIT "D"



LEGAL NOTICE

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

ORDINANCE NO. 2015-12

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

LOCATION

(Alternate Key 1048699 and 3835574) North of S.R. 50, east of Auto Plex Lane,
West of the Orange County line, (Toyota of Clermont)

LEGAL DESCRIPTION

Lake Highlands 26-22-26 Beginning at northeast corner of section, run south 0-40-12 west 1183.47 feet to north right-of-way line of S.R. 50, north 89-09-12 west 680.32 feet, north 0-25-53 west to north line of section, east along said north line of section to point of beginning, being tracts 1 & 16, part of tracts 2 and 15A PB 3, PG 52 ORB 2754 Pg 2314, Public Records of Lake County, Florida. Containing 18.48 acres, more or less

AND

Lake Highlands 23-22-26 beginning at southeast corner of section, run north 0-39-25 east 464.58 feet to southerly right-of-way line of railroad, north 66-13-46 west along said southerly right-of-way line of railroad a distance of 780.30 feet, south 0-25-53 east to south line of section, east along said south line to point of beginning, being part of tracts 50A & 63, all of tract 64 - less from southeast corner of section 23 run north 0-39-25 east along east line of southeast $\frac{1}{4}$ a distance of 464.58 feet to north line of tract 64, north 66-13-46 west along said projection line and north line of said tracts 64 and 50A 780.30 feet, south 0-25-53 east 76.75 feet to a point on south line of 200 feet wide right-of-way for Atlantic Coast Lines railroad right-of-way and point of beginning, run south 66-13-46 east right-of-way line 350.25 feet, north 89-09-48 west 319.54 feet, north 0-25-53 west 136.51 feet to point of beginning, PB4 PG 11, ORB 2754 PG 2314, Public Records of Lake County, Florida. Containing 9.84 acres, more or less

Total: Containing 28.32 acres, more or less.

FROM UE Urban Estate
TO C-2 General Commercial

This request will be considered by the Planning & Zoning Commission on Tuesday, March 3, 2015 at 7:00 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, March 24, 2015 at 6:30 p.m. for final enactment.

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

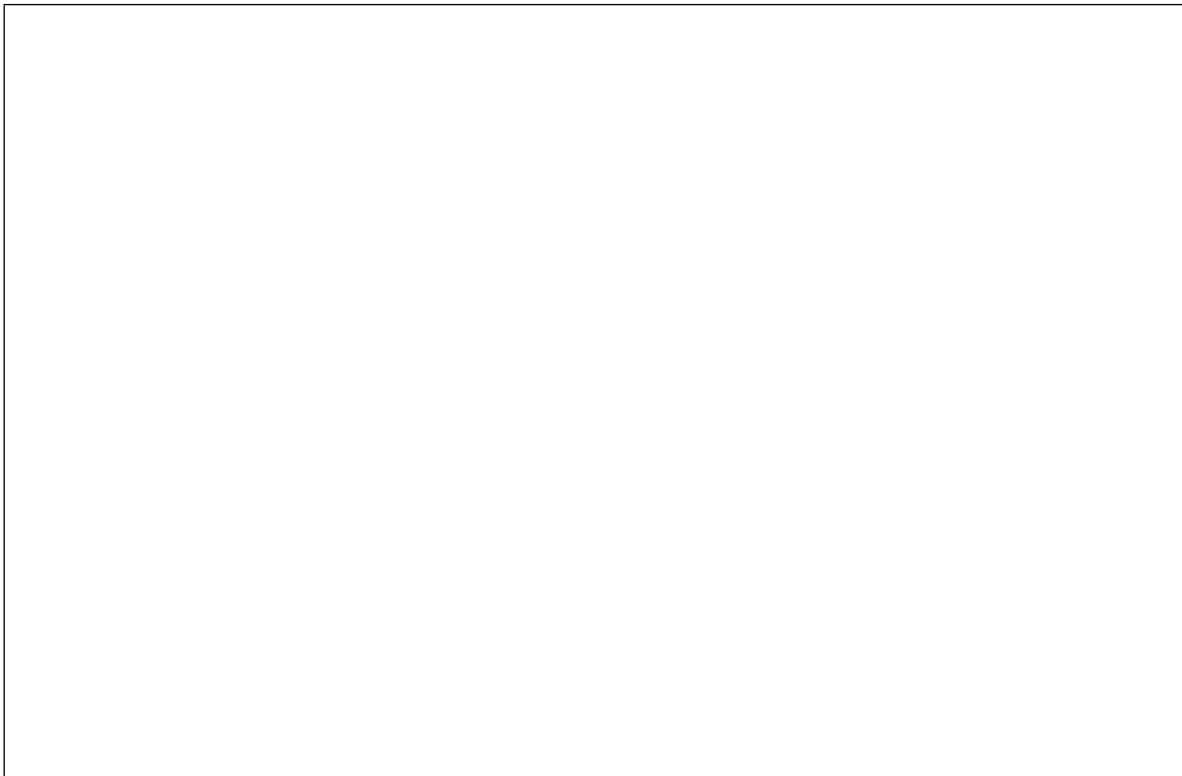
This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose St., Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial

February 24, 2015 and March 10, 2015





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 10, 2015		
Agenda Item Name		
Ordinance No. 2015-13; <i>Introduction</i> Plaza Collina		
Requested Action		
Move to introduce Ordinance 2015-13.		
Staff Report		
This administrative request is being heard concurrently with requests for a Large Scale Comprehensive Plan Amendment and a Conditional Use Permit (CUP) for a Planned Unit Development (PUD). The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on February 14, 2006. The property is currently vacant, but will be receiving water and sewer services from the City when developed. The property is approximately 142 acres. The related request for a Comprehensive Plan Amendment would change the future land use from Lake County's Regional Commercial to the City's Master Planned Development. The request for a CUP for a PUD will incorporate entitlements for the development secured under the existing Lake County PUD and the Development of Regional Impact (DRI) development order. Staff recommends approval of the annexation.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	ANN ORD 2015-13.doc	
2. Maps	Plaza Collina Maps.pdf	
3. Utility agreement	Plaza Collina Utility Agreement.pdf	
4. Legal ad	ANN legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, RECORDING, AND PUBLICATION.

WHEREAS, the City Council of the City of Clermont, Florida approved a Utility Service Agreement for Water and Wastewater for the subject property that includes a Notice of Encumbrance to annex, dated February 14, 2006; and

WHEREAS, in accordance with the Clermont Interlocal Service Boundary Agreement dated December 2, 2014, the subject property is eligible to be annexed into the City; and

WHEREAS, the City Council of the City of Clermont, Florida, has determined that it is in the best interest of the City and of the property herein sought to be annexed that the City annex the following described property; and

WHEREAS, the City Council has determined that the area sought to be annexed is in need of the services which the City can offer and the City has determined that such area sought to be annexed will be substantially benefited by annexation; and

WHEREAS, the City Council has determined that all requirements of Section 171.044, Florida Statutes, have been met.

SECTION 1.

NOW, THEREFORE, BE IT ORDAINED, under the provisions of Florida Statute Chapter 171 and the General and Special Laws of the State of Florida; that the City of Clermont, Florida, does hereby annex to and make part of its corporate boundaries; the following described property, to-wit:

Legal Description

That part of Sections 24 and 25, Township 22 south, Range 26 east, Lake County, Florida being described as follows:

Commence at the northwest corner of said section 25, as the point of beginning; thence run south 89°23'23" east, along the north line thereof, 2690.33 feet to the north ¼ of said section 25; thence run south 89°22'05" east, continuing along said north line, 50.07 feet to a barbed wire fence line; thence run north 79°9'30" east, along said fence line, 434.24 feet; thence run north 79°05'06" east, 556.22 feet to a non-tangent curve concave to the south; thence run easterly along said curve having a central angle of 8°45'53", a radius of 1861.14 feet, an arc length of 284.70 feet, a chord bearing of north 86°42'10" east and a chord distance of 284.43 feet; thence

CITY OF CLERMONT
ORDINANCE No. 2015-13

run south 88°54'54" east, 67.39 feet to a curve concave to the south; thence run easterly along said curve having a central angle of 13°57'05", a radius of 1045.00 feet, an arc length of 254.46 feet, a chord bearing of south 81°56'22" east and a chord distance of 253.83 feet to a compound curve concave to the southwest; thence run southeasterly along said curve having a central angle of 18°36'42", a radius of 1413.77 feet, an arc length of 459.24 feet, a chord bearing of south 65°39'28" east and a chord distance 457.23 feet to the aforesaid north line of section 25; thence run south 89°22'05" east, along said north line, 65.88 feet to the maintained west right of way of Old State Road 50, said line being a curve concave to the southwest; thence run southeasterly along said curve having a central angle of 6°35'39", a radius of 1378.71 feet, an arc length of 158.68 feet, a chord bearing of south 48° 19'40" east and a chord distance of 158.59 feet; thence run south 45°1'50" east, continuing along said maintained right of way line, 585.49 feet to the west right of way line of Lake Boulevard; thence run the following six courses and distances along said west right of way line: south 31°37'11" west, 328.07 feet; thence run north 58°22'49" west, 5.00 feet to a non-tangent curve concave to the northwest; thence run southwesterly along said curve having a central angle of 29°47'54", a radius of 200.00 feet, an arc length of 104.02 feet, a chord bearing of south 46°31'08" west and a chord distance of 102.85 feet; thence run south 61°25'05" west, 366.55 feet to a curve concave to the east; thence run southerly along said curve having a central angle of 55°51'45", a radius of 180.00 feet, an arc length of 175.50 feet, a chord bearing of south 33°29'12" west and a chord distance of 168.63 feet; thence run south 21°26'18" west, 11.08 feet to the north right of way line of S.R. 50; thence run following three courses and distances along said north line: north 87°43'31" west, 50.79 feet; thence run north 84°25'41" west, 469.96 feet; thence run north 89°48'40" west, 4157.41 feet to the west line of aforesaid section 25; thence run north 0°43'31" east, along said west line, 1183.70 feet to the point of beginning.

Containing 141.895 acres, more or less

(Alternate Keys 1707242, 1707234, 1037433, 3878786, 1592399, and 1592381) North of S.R. 50, West of the Orange County line, South of Old Highway 50. (Plaza Collina)

SECTION 2.

That the aforescribed property shall be and hereby is made part and parcel of the City of Clermont, Florida, and that said property shall be subject to all of the laws, ordinances, and provisions pertaining to the City of Clermont.

SECTION 3.

All property aforescribed shall henceforth be subject to ad valorem taxation by the City of Clermont, and any other general or special taxes or assessments.

CITY OF CLERMONT
ORDINANCE No. 2015-13

SECTION 4.

Should any section or part of a section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply or affect any other provision of this Ordinance, except to the extent that the entire section or part of the section may be separable in meaning and effect from the section to which such holding shall apply.

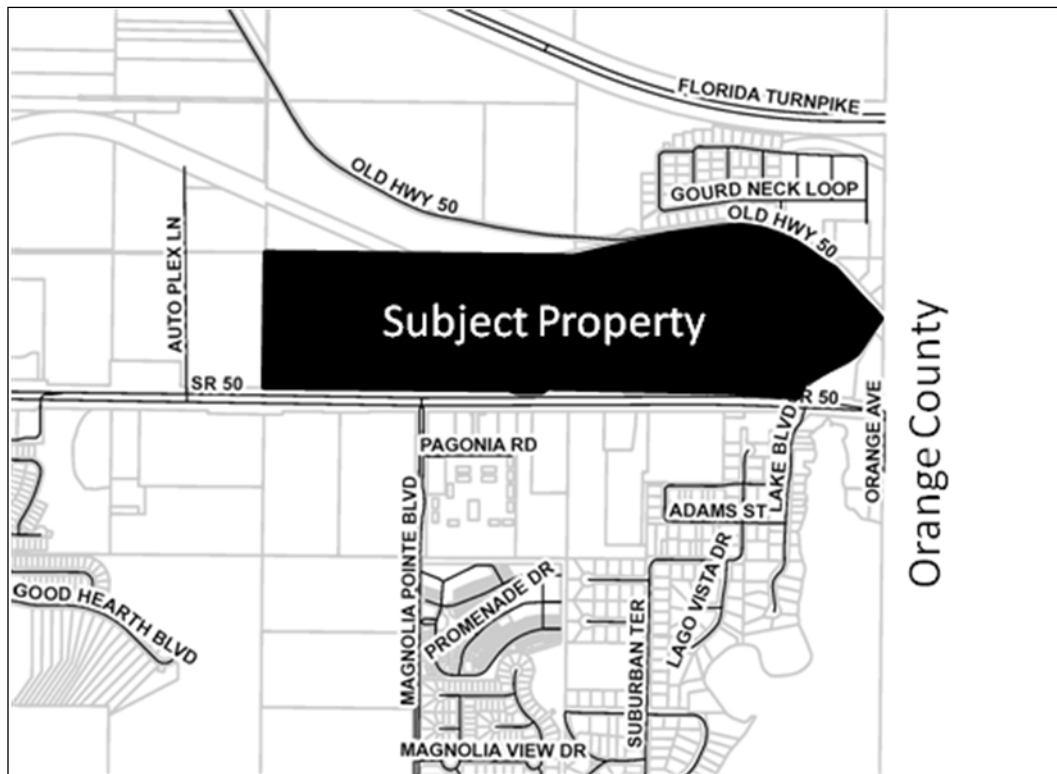
SECTION 5.

This Ordinance shall be recorded in the public records of Lake County, Florida.

SECTION 6.

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

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-13

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 24th day of March, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Dan Mantzaris, City Attorney

Exhibit - Location Map Plaza Collina

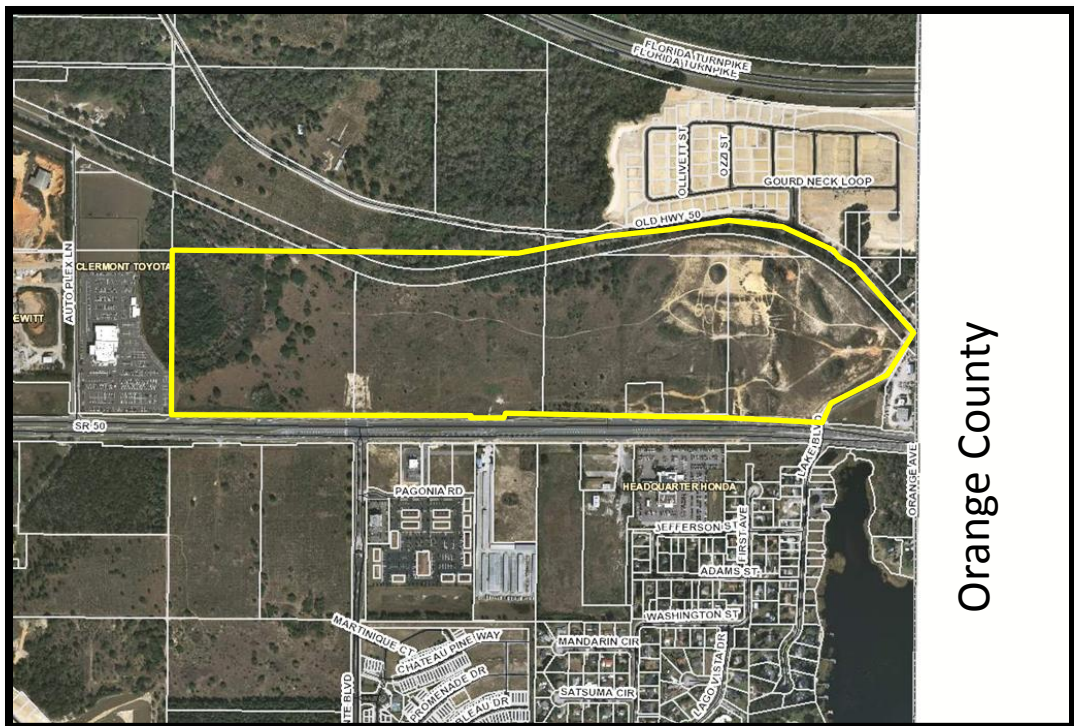
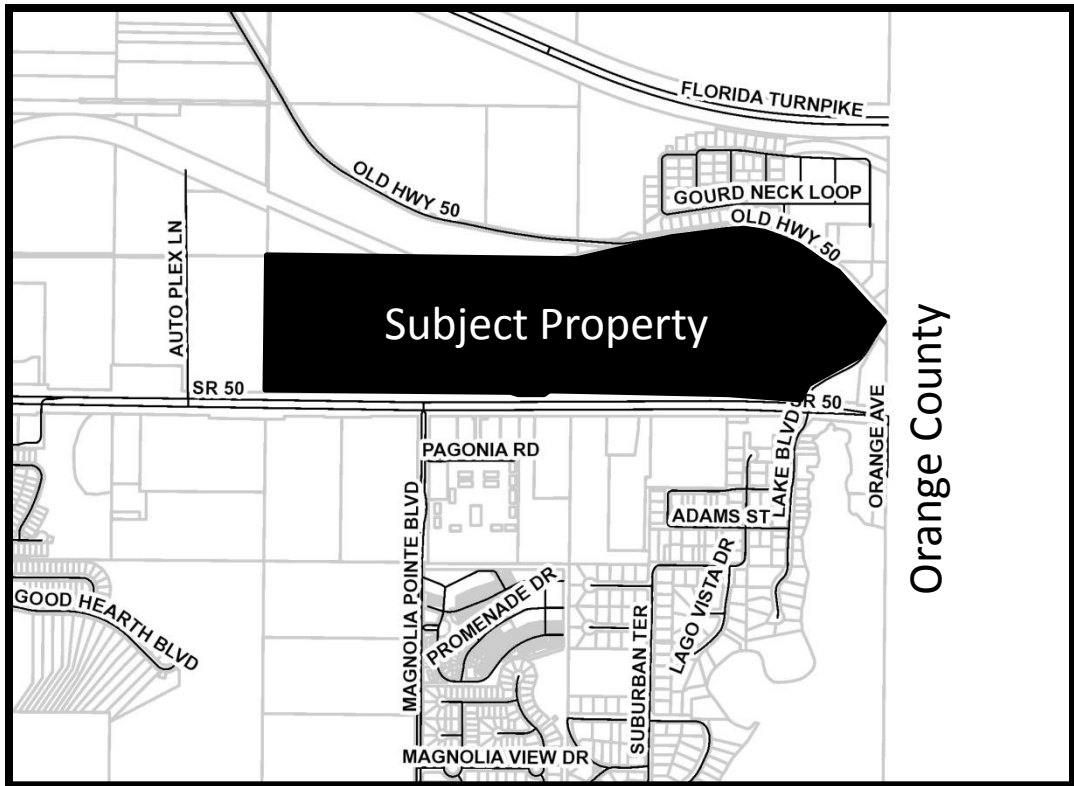


Exhibit – Future Land Use Plaza Collina

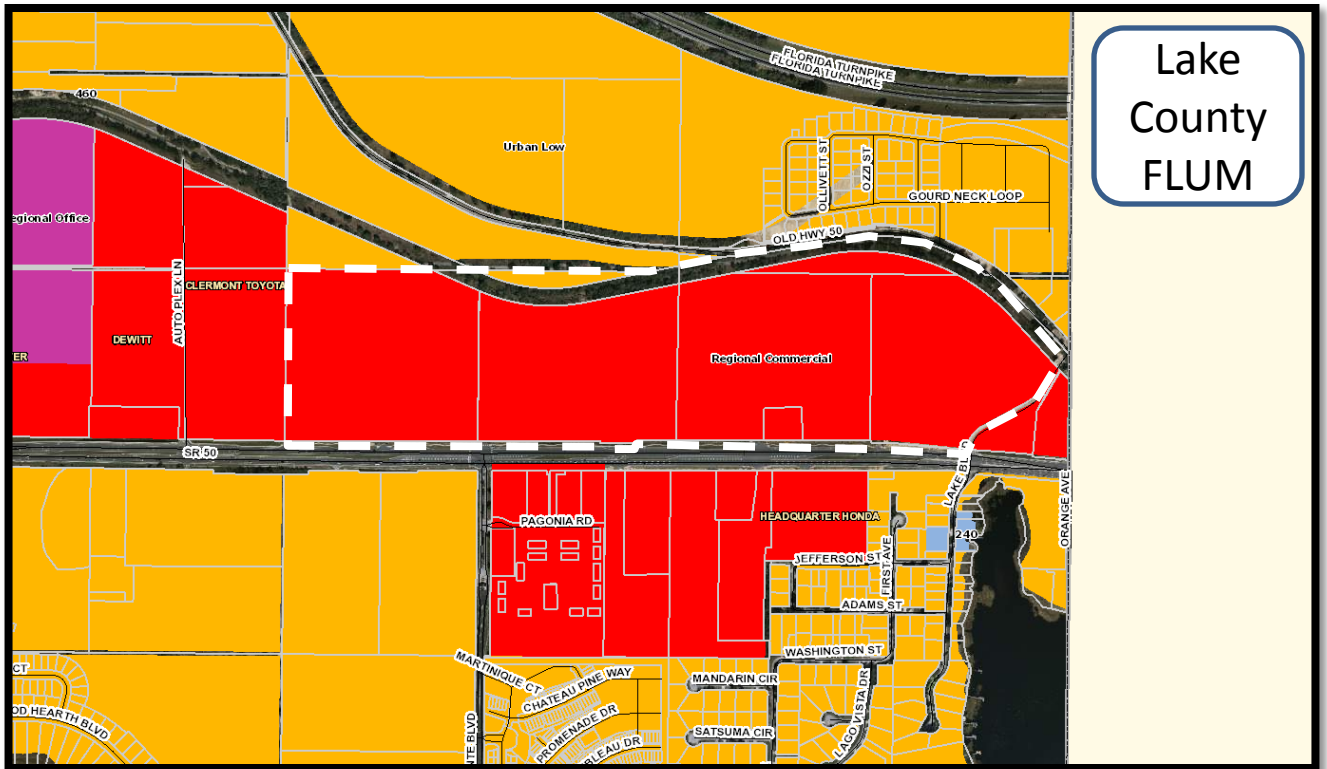
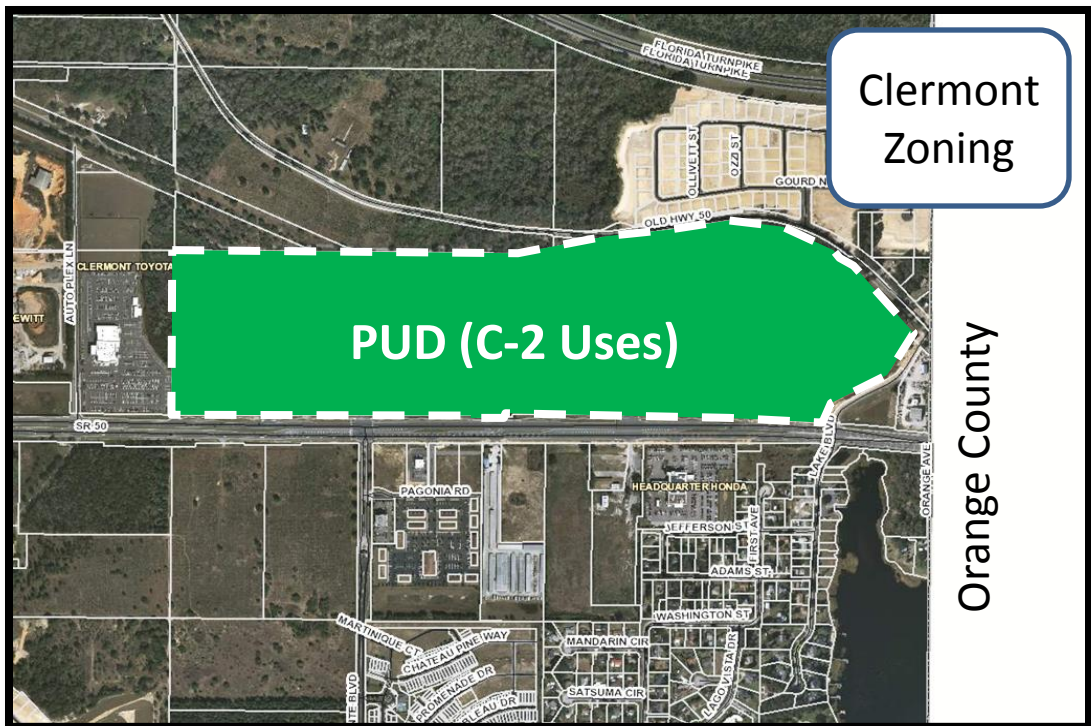


Exhibit – Zoning Plaza Collina



WATER AND SEWER UTILITIES AGREEMENT
LAKE COUNTY GATEWAY, LLC

COPY

THIS WATER AND SEWER UTILITIES AGREEMENT ("Agreement") is entered into as of the 14 day of February, 2006, between THE CITY OF CLERMONT, a Florida municipal corporation, (the "CITY"), and LAKE COUNTY GATEWAY, LLC, a Florida limited liability company, and its successors and assigns (the "OWNER").

WITNESSETH

Whereas, the CITY owns and operates water and sewer utility services within its incorporated City boundaries and within a designated utility service district adopted pursuant to Chapter 180, *Florida Statutes*; and

Whereas, the OWNER owns that certain parcel of land located in Lake County, comprised of approximately 142 acres, as more particularly described on Exhibit "A," attached hereto and incorporated herein by this reference (the "Property"); and

Whereas, the Property is located within the CITY's utility district adopted pursuant to Chapter 180, *Florida Statutes*; and

Whereas, the OWNER is requesting water and sewer service from the City for the Property.

NOW THEREFORE, in consideration of the mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement are hereby deemed a part hereof.

Section 2. Water/Sewer Services.

- 2.1 CITY shall provide water and sewer service for the Property up to 200,000 gallons per day.
- 2.2 OWNER shall connect to the existing City system at connection point or points approved by CITY.
- 2.3 The route of any off-site lines shall be according to engineering plans produced by OWNER and approved by the CITY.

- 2.4 The OWNER shall construct at its expense the facilities, lines and appurtenances necessary to serve the development, including but not limited to the following off-site improvements:
The water main along SR 50 from the existing connection point to the eastern property boundary, water main extension along Lake Blvd from SR 50 to CR 50, and water main extension along CR 50 from Lake Blvd to CR 455.
- 2.5 The OWNER shall be responsible for the construction of all on-site and off-site lines and appurtenances not currently constructed and necessary to serve the project. No building permits shall be issued until water and sewer are provided to the site or until a bond or letter of credit, acceptable to CITY, is in place to guarantee completion of off-site improvements. No Certificate of Occupancy shall be issued until all off-site improvements described in 2.4 above and all necessary water and sewer extensions have been completed and accepted by the CITY.
- 2.6 The OWNER shall be responsible for all costs of on-site and off-site improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances. All improvements shall be constructed in accordance with CITY Land Development Regulations and in accordance with the utility plans for the project as approved by CITY. OWNER shall provide to CITY any and all documentation necessary for the CITY to ascertain that the on-site and off-site improvements meet the minimum line size requirements and specifications as specified by the CITY Land Development Regulations.
- 2.7 At anytime prior to the approval of the utility plans by CITY, CITY may elect to oversize the lines, improvements or appurtenances for CITY's use in the expansion of its water and sewer system. In accordance herewith, CITY shall provide to the OWNER the specifications regarding sizes which shall be included by OWNER in the final utility improvement plans.
- 2.8 In the event that the CITY elects to oversize any of the improvements to be constructed by OWNER hereunder, the CITY shall be responsible for the difference in cost of materials to oversize the improvements based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY.
- 2.9 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimate shall be contractors bid as certified by OWNER'S project engineer. The CITY shall review and either approve or reject the costs.
- 2.10 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 2.11 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water and sewer lines and appurtenances, both on-site and off-site,

required to serve the Property, with reimbursement for the difference in costs as determined in Section 2.9 from the CITY in the form of Impact Fee Credits.

- 2.12 Any Impact Fee Credits shall be established subject to Sections 2.9 and 2.11, and at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until the credit is used.
- 2.13 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but may be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

Section 3. Development Standards.

The project shall be developed in accordance with the following Lake County approvals, and any approved variances thereto and as otherwise stipulated in this Agreement or subsequent amendments to this Agreement: Lake County comprehensive plan amendment - Ordinance No. 2006-15, Lake County Development Order for the Plaza Collina Development of Regional Impact - Ordinance No. 2006-16; and Lake County Planned Unit Development zoning amendment - Ordinance No. 2006-17.

Section 4. Annexation.

4.1 OWNER agrees that CITY may annex the Property into the City of Clermont if CITY, in its sole discretion, chooses to do so. In conjunction herewith, OWNER shall provide to CITY a Notice of Encumbrance To Annex Property in a form substantially in compliance with the form set forth in Exhibit "B", attached hereto and incorporated herein. The CITY shall record this Notice in the public records of Lake County whereupon it is agreed it shall serve as an enforceable encumbrance on the real property described in Exhibit "A". The Notice of Encumbrance shall be executed by all owners of the real property described in Exhibit "A" and shall be accompanied, at OWNER'S expense, by a current certificate of title or opinion letter acceptable to CITY and issued by a licensed title company or attorney identifying all owners in interest of the real property. All land transfers by OWNER shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land.

4.2 This agreement shall be recorded in the Public Records of Lake County, Florida at cost to OWNER, and this agreement, upon recording, shall constitute an irrevocable application by the undersigned owner to annex the property described on Exhibit 'A', attached hereto, into the City of Clermont, which right to annex the City may exercise at any time in the future.

Section 5. Water and Sewer Improvements.

Upon completion of and acceptance by CITY of all off-site improvements constructed by OWNER, said improvements shall be transferred to and owned by CITY. No on-site improvements contemplated herein shall be transferred to or owned by CITY.

Section 6. Compliance with City Laws and Regulations.

Except as otherwise set forth herein, development of the water and sewer utilities for the Property shall be subject to compliance with the City Land Development Regulations and City Code provisions, as amended, as well as regulations of county, state, local, and federal agencies.

Section 7. Due Diligence.

The CITY and OWNER agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement.

Section 8. Enforcement/Effectiveness. A default by either party under this Agreement shall entitle the other party to all remedies available at law.

Section 9. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

Section 10. Binding Effect; Assignability. This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by the OWNER without the need for consent by the CITY. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assigns. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

Section 11. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof; nor will any waiver on the part of either party of any right, power, or privilege hereunder operate as a waiver of any other right, power, or privilege hereunder; nor will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof, or the exercise of any other right, power, or privilege hereunder.

Section 12. Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. However, the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the OWNER from complying with the law governing said permitting requirements, conditions, terms or restrictions.

Section 13. Amendment. Any amendment to this agreement is not effective unless the amendment is in writing and signed by all parties.

Section 14. Severability. In the event that any provision of this agreement shall be held invalid or unenforceable, the provision shall be deleted from this agreement without affecting in any respect whatsoever the validity of the remainder of this agreement.

Section 15. Notices. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY:

Wayne Saunders
City of Clermont
City Manager
P.O. Box 120219
Clermont, Florida 34712-0219

With copy to:

Daniel F. Mantzaris, Esq.
City Attorney
Post Office Box 87
Orlando, Florida 32802-0087

OWNER:

Tom A. Harb
Lake County Gateway, LLC
7954 Sand Lake Road
Orlando, Florida 32819

With a copy to:

Cecelia Bonifay, Esq.
Akerman Senterfitt
131 West Main Street
Tavares, Florida 32778

[Signature blocks appear on following page.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date first above written.

CITY:

CITY OF CLERMONT, a Florida municipal corporation

Attest:

Tracy Ackroyd
Tracy Ackroyd, City Clerk

By:

Harold Turville, Jr
Its: Mayor

OWNER:

LAKE COUNTY GATEWAY, LLC, a Florida limited liability company

Witnesses:

Kimberly Ross
Name: Kimberly Ross

Raquel Sealey
Name: Raquel Sealey

By:

Tom A. Harb

Its: Managing Member

STATE OF FLORIDA

COUNTY OF Orange

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Tom A. Harb, as Managing Member of Lake County Gateway, LLC, a Florida limited liability company, who provided identification in the form of _____ or who is personally known to be the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this 29th day of March, 2006.

Colette L. Wharton
Notary Public

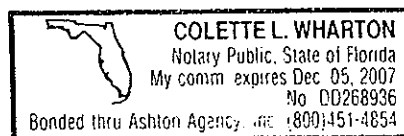


EXHIBIT "A"

Legal Description

BOUNDARY AND LEGAL SURVEY

THAT PART OF SECTIONS 24 AND 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 25, AS THE POINT OF BEGINNING; THENCE RUN S 89°23'23" E, ALONG THE NORTH LINE THEREOF, 2690.33 FEET TO THE NORTH 1/4 OF SAID SECTION 25; THENCE RUN S 89°22'05" E, CONTINUING ALONG SAID NORTH LINE, 50.07 FEET TO A BARBED WIRE FENCE LINE; THENCE RUN N 79°9'30" E, ALONG SAID FENCE LINE, 434.24 FEET; THENCE RUN N 79°05'06" E, 556.22 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 8°45'53", A RADIUS OF 1861.14 FEET, AN ARC LENGTH OF 284.70 FEET, A CHORD BEARING OF N 86°42'10" E AND A CHORD DISTANCE OF 284.43 FEET; THENCE RUN S 88°54'54" E, 67.39 FEET TO A CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 13°57'05", A RADIUS OF 1045.00 FEET, AN ARC LENGTH OF 254.46 FEET, A CHORD BEARING OF S 81°56'22" E AND A CHORD DISTANCE OF 253.83 FEET TO A COMPOUND CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 18°36'42", A RADIUS OF 1413.77 FEET, AN ARC LENGTH OF 459.24 FEET, A CHORD BEARING OF S 65°39'28" E AND A CHORD DISTANCE OF 457.23 FEET TO THE AFORESAID NORTH LINE OF SECTION 25; THENCE RUN S 89°22'05" E, ALONG SAID NORTH LINE, 65.88 FEET TO THE MAINTAINED WEST RIGHT OF WAY OF OLD STATE ROAD No. 50, SAID LINE BEING A CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 6°35'39", A RADIUS OF 1378.71 FEET, AN ARC LENGTH OF 158.68 FEET, A CHORD BEARING OF S 48°19'40" E AND A CHORD DISTANCE OF 158.59 FEET; THENCE RUN S 45°1'50" E, CONTINUING ALONG SAID MAINTAINED RIGHT OF WAY LINE, 585.49 FEET TO THE WEST RIGHT OF WAY LINE OF LAKE BOULEVARD; THENCE RUN THE FOLLOWING SIX COURSES AND DISTANCES ALONG SAID WEST RIGHT OF WAY LINE: S 31°37'11" W, 328.07 FEET; THENCE RUN N 58°22'49" W, 5.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 29°47'54", A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 104.02 FEET, A CHORD BEARING OF S 46°31'08" W AND A CHORD DISTANCE OF 102.85 FEET; THENCE RUN S 61°25'05" W, 366.55 FEET TO A CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 55°51'45", A RADIUS OF 180.00 FEET, AN ARC LENGTH OF 175.50 FEET, A CHORD BEARING OF S 33°29'12" W AND A CHORD DISTANCE OF 168.63 FEET; THENCE RUN S 21°26'18" W, 11.08 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD No. 50; THENCE RUN FOLLOWING THREE COURSES AND DISTANCES ALONG SAID NORTH LINE: N 87°43'31" W, 50.79 FEET; THENCE RUN N 84°25'41" W, 469.96 FEET; THENCE RUN N 89°48'40" W, 4157.41 FEET TO THE WEST LINE OF AFORESAID SECTION 25; THENCE RUN N 0°43'43" E, ALONG SAID WEST LINE, 1183.70 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 141.895 ACRES MORE OR LESS.

Exhibit B

Notice of Encumbrance
to Annex to City of Clermont

City of Clermont
City Manager
685 W. Montrose Street
Clermont, FL 34712

THIS INSTRUMENT, Made this 14 day of February, 2006, between Lake County Gateway, LLC, a Florida limited liability company Grantor, and the CITY OF CLERMONT, FLORIDA, a Florida municipal corporation, Grantee:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of Clermont, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, DOES HEREBY ENCUMBER the below - described real property situate, lying and being in Lake County, Florida with the absolute requirement that the subject real property may be, at the sole discretion, and upon request of Grantee, annexed into the city limits of the City of Clermont at such time that the annexation of said real property is in accordance with applicable law,

GRANTOR, further agrees, on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns to perform all ministerial functions necessary of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of Clermont and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

BOUNDARY AND LEGAL SURVEY

THAT PART OF SECTIONS 24 AND 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 25, AS THE POINT OF BEGINNING; THENCE RUN S 89°23'23" E, ALONG THE NORTH LINE THEREOF, 2690.33 FEET TO THE NORTH 1/4 OF SAID SECTION 25; THENCE RUN S 89°22'05" E, CONTINUING ALONG SAID NORTH LINE, 50.07 FEET TO A BARBED WIRE FENCE LINE; THENCE RUN N 79°9'30" E, ALONG SAID FENCE LINE, 434.24 FEET; THENCE RUN N 79°05'06" E, 556.22 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 8°45'53", A RADIUS OF 1861.14 FEET, AN ARC LENGTH OF 284.70 FEET, A CHORD BEARING OF N 86°42'10" E AND A CHORD DISTANCE OF 284.43 FEET; THENCE RUN S 88°54'54" E, 67.39 FEET TO A CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 13°57'05", A RADIUS OF 1045.00 FEET, AN ARC LENGTH OF 254.46 FEET, A CHORD BEARING OF S 81°56'22" E AND A CHORD DISTANCE OF 253.83 FEET TO A COMPOUND CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 18°36'42", A RADIUS OF 1413.77 FEET, AN ARC LENGTH OF 459.24 FEET, A CHORD BEARING OF S 65°39'28" E AND A CHORD DISTANCE OF 457.23 FEET TO THE AFORESAID NORTH LINE OF SECTION 25; THENCE RUN S 89°22'05" E, ALONG SAID NORTH LINE, 65.88 FEET TO THE MAINTAINED WEST RIGHT OF WAY OF OLD STATE ROAD No. 50, SAID LINE BEING A CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 6°35'39", A RADIUS OF 1378.71 FEET, AN ARC LENGTH OF 158.68 FEET, A CHORD BEARING OF S 48°19'40" E AND A CHORD DISTANCE OF 158.59 FEET; THENCE RUN S 45°1'50" E, CONTINUING ALONG SAID MAINTAINED RIGHT OF WAY LINE, 585.49 FEET TO THE WEST RIGHT OF WAY LINE OF LAKE BOULEVARD; THENCE RUN THE FOLLOWING SIX COURSES AND DISTANCES ALONG SAID WEST RIGHT OF WAY LINE: S 31°37'11" W, 328.07 FEET; THENCE RUN N 58°22'49" W, 5.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 29°47'54", A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 104.02 FEET, A CHORD BEARING OF S 46°31'08" W AND A CHORD DISTANCE OF 102.85 FEET; THENCE RUN S 61°25'05" W, 366.55 FEET TO A CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 55°51'45", A RADIUS OF 180.00 FEET, AN ARC LENGTH OF 175.50 FEET, A CHORD BEARING OF S 33°29'12" W AND A CHORD DISTANCE OF 168.63 FEET; THENCE RUN S 21°26'18" W, 11.08 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD No. 50; THENCE RUN FOLLOWING THREE COURSES AND DISTANCES ALONG SAID NORTH LINE: N 87°43'31" W, 50.79 FEET; THENCE RUN N 84°25'41" W, 469.96 FEET; THENCE RUN N 89°48'40" W, 4157.41 FEET TO THE WEST LINE OF AFORESAID SECTION 25; THENCE RUN N 0°43'43" E, ALONG SAID WEST LINE, 1183.70 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 141.895 ACRES MORE OR LESS.

Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

1.

Signature

Type or print name

2.

Signature

Type or print name

STATE OF Florida

WITNESSES (Two required):

1.

Signature

Type or print name

1.

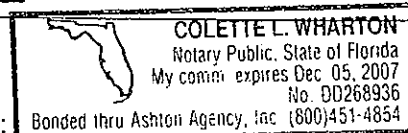
Signature

Type or print name

COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 29th day of March, 2006 by A. Tom Harb, who is personally known to me ~~or who has produced~~ ~~as identification~~ and who did not take an oath.

SEAL:



Notary Public

Type/print name

Pursuant to Section 695.29(3)(f): this instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer, City Attorney, City of Clermont, Florida 34712

FUND TITLE CERTIFICATE

*An examined search for the issuance of title insurance underwritten by
Attorneys' Title Insurance Fund, Inc.*

Fund File Number: 12-2006-0779

Provided For: Page Law Firm LLC

Agent's File Reference: LAKE COUNTY GATEWAY

Amount of Insurance: *OWNER'S:* To Be Determined
Not to Exceed \$3,000,000.00

MORTGAGEE:

Effective Date of Search: March 28, 2006 at 11:00 PM

Description of Real Property to be Insured situated in Lake County, Florida.

See Exhibit A attached.

Record Title Vested in: Lake County Gateway, LLC, a Florida limited liability company by Trustee's Deed's

Recorded in: O.R. Book 2585, Page 514, O.R. Book 2676, Page 2411

This certificate is issued exclusively for the writing of a title insurance commitment and/or policy on Attorneys' Title Insurance Fund, Inc. No liability is assumed if used for any other purpose. Liability for this certificate expires six (6) months from date of issue if no commitment or policy has by then been issued by one of the aforementioned companies.

Prepared this 3rd day of April, 2006.

Attorneys' Title Insurance Fund, Inc.

Prepared by: Debbie Miller

Typist: Debbie Miller

FUND TITLE CERTIFICATE

Fund File Number: 12-2006-0779

EXCEPTIONS

1. *Taxes for the year of the effective date of this policy and taxes or special assessments which are not shown as existing liens by the public records.*
2. *Rights or claims of parties in possession not shown by the public records.*
3. *Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.*
4. *Easements or claims of easements not shown by the public records.*
5. *Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.*

(Unless satisfactory evidence is presented to The Fund member agent eliminating the need for exceptions one through five, said exceptions should be made a part of any Fund commitment or final policy.)

6. *Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:*
 - (a) *Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and*
 - (b) *Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)*
7. *Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.*
8. *Any owner policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands and lands accreted to such lands.*
9. *All matters contained on the Plat of Edgewater Beach, as recorded in Plat Book 8, Page(s) 84, Public Records of Lake County, Florida.*
10. *All matters contained on the Plat of Edgewater Beach, as recorded in Plat Book 9, Page(s) 19, Public Records of Lake County, Florida.*

FUND TITLE CERTIFICATE

Fund File Number: 12-2006-0779

11. All matters contained on the Plat of A Replat of part of Edgewater Beach, as recorded in Plat Book 10, Page(s) 44, Public Records of Lake County, Florida.
12. All matters contained on the Plat of Lake Highlands Company, as recorded in Plat Book 3, Page(s) 24, Public Records of Lake County, Florida.
13. All matters contained on the Plat of Lake Highlands Company of Section 25, Township 22 S, Range 26 E, as recorded in Plat Book 3, Page(s) 50, Public Records of Lake County, Florida.
14. Easement in favor of Florida Power Corporation contained in instrument recorded July 20, 1988, in O.R. Book 973, Page 586, Public Records of Lake County, Florida.
15. Nonexclusive Utilities Easement in favor of City of Clermont contained in instrument recorded October 17, 1997, in O.R. Book 1554, Page 2430, Public Records of Lake County, Florida.
16. Non-Exclusive Easement in favor of Lake County contained in instrument recorded October 12, 2005, in O.R. Book 2976, Page 513, Public Records of Lake County, Florida.
17. Ordinance #2006-17 recorded in O.R. Book 3096, Page 1402, Public Records of Lake County, Florida.
18. Ordinance No. 2006-16 recorded in O.R. Book 3096, Page 1425, Public Records of Lake County, Florida.
19. Ordinance No. 2006-15 recorded in O.R. Book 3096, Page 1457, Public Records of Lake County, Florida.
20. Mortgage to Peoples First Community Bank, mortgagee(s), recorded under O.R. Book 2585, Page 519, Public Records of Lake County, Florida.
21. Assignment of Leases, Rents and Profits filed June 2, 2004, in O.R. Book 2585, Page 542, Public Records of Lake County, Florida.
22. UCC Financing Statement between Lake County Gateway, LLC and Hunter's Trace Investments, Inc. and Peoples First Community Bank as recorded in O.R. Book 2585, Page 550, Public Records of Lake County, Florida.
23. The Fund has no liability under this commitment until an endorsement is issued stating the amount of the proposed policy. No Fund policy may be issued in an amount of \$3,000,000.00 or greater without specific Underwriting approval.

Unless stated otherwise, the property described herein has legal access.

Proposed Purchaser/Mortgagor:

N/A

A 20-year name search was performed on the proposed purchaser/mortgagor for unsatisfied judgments and tax liens (state and federal and other liens for the recovery of money) and personal names were

FUND TITLE CERTIFICATE

Fund File Number: 12-2006-0779

checked for unrestored incompetency and for guardianship proceedings, ALL OF WHICH RESULTED IN THE FOLLOWING:

None

The status of corporations and limited partnerships has not been verified with any applicable governmental agencies or other authorities.

This certificate does not cover unpaid municipal taxes and other assessments unless they are recorded in the Official Records Book of the county, nor does it cover matters filed in the Federal District Courts of Florida EXCEPT FOR BANKRUPTCY PROCEEDINGS filed prior to October 7, 1984, when the property lies in either DADE, DUVAL, HILLSBOROUGH, LEON OR ORANGE COUNTY.

See the attached Tax Sheet for current and delinquent (if any) ad valorem tax information.

In order for the title to be insured by The Fund, it must be examined between the effective date of this certificate and the recording date(s) of the instrument(s) on which the policy is based.

FUND TITLE CERTIFICATE

Fund File Number: 12-2006-0779

EXHIBIT A

THAT PART OF SECTIONS 24 AND 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 25, AS THE POINT OF BEGINNING; THENCE RUN S 89°23'23" E, ALONG THE NORTH LINE THEREOF, 2690.33 FEET TO THE NORTH 1/4 OF SAID SECTION 25; THENCE RUN S 89°22'05" E, CONTINUING ALONG SAID NORTH LINE, 50.07 FEET TO A BARBED WIRE FENCE LINE; THENCE RUN N 79°30' E, ALONG SAID FENCE LINE, 434.24 FEET; THENCE RUN N 79°05'06" E, 356.22 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 6°45'33", A RADIUS OF 1861.14 FEET, AN ARC LENGTH OF 284.70 FEET, A CHORD BEARING OF N 36°42'10" E AND A CHORD DISTANCE OF 284.43 FEET; THENCE RUN S 88°54'54" E, 67.39 FEET TO A CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 13°57'05", A RADIUS OF 1045.00 FEET, AN ARC LENGTH OF 254.46 FEET, A CHORD BEARING OF S 81°56'22" E AND A CHORD DISTANCE OF 253.83 FEET TO A COMPOUND CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 18°36'42", A RADIUS OF 1413.77 FEET, AN ARC LENGTH OF 459.24 FEET, A CHORD BEARING OF S 65°39'28" E AND A CHORD DISTANCE OF 457.23 FEET TO THE AFORESAID NORTH LINE OF SECTION 25; THENCE RUN S 89°22'05" E, ALONG SAID NORTH LINE, 65.83 FEET TO THE MAINTAINED WEST RIGHT OF WAY OF OLD STATE ROAD No. 50, SAID LINE BEING A CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 6°35'39", A RADIUS OF 1378.71 FEET, AN ARC LENGTH OF 158.68 FEET, A CHORD BEARING OF S 48°19'40" E AND A CHORD DISTANCE OF 158.59 FEET; THENCE RUN S 45°1'50" E, CONTINUING ALONG SAID MAINTAINED RIGHT OF WAY LINE, 585.49 FEET TO THE WEST RIGHT OF WAY LINE OF LAKE BOULEVARD; THENCE RUN THE FOLLOWING SIX COURSES AND DISTANCES ALONG SAID WEST RIGHT OF WAY LINE: S 31°37'11" W, 328.07 FEET; THENCE RUN N 53°22'49" W, 5.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 35°47'54", A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 104.02 FEET, A CHORD BEARING OF S 46°31'08" W AND A CHORD DISTANCE OF 102.85 FEET; THENCE RUN S 61°25'05" W, 366.55 FEET TO A CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 35°51'45", A RADIUS OF 180.00 FEET, AN ARC LENGTH OF 175.50 FEET, A CHORD BEARING OF S 13°29'12" W AND A CHORD DISTANCE OF 168.63 FEET; THENCE RUN S 21°26'18" W, 11.08 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD No. 50; THENCE RUN FOLLOWING THREE COURSES AND DISTANCES ALONG SAID NORTH LINE: N 87°43'31" W, 50.79 FEET; THENCE RUN N 84°25'41" W, 469.56 FEET; THENCE RUN N 89°48'40" W, 4157.41 FEET TO THE WEST LINE OF AFORESAID SECTION 25; THENCE RUN N 0°43'43" E, ALONG SAID WEST LINE, 1183.70 FEET TO THE POINT OF BEGINNING.

LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday March 24, 2015 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2015-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR AN EFFECTIVE DATE; SEVERABILITY; RECORDING, AND PUBLICATION.

LOCATION:

(Alternate Keys 1707242, 1707234, 1037433, 3878786, 1592399, and 1592381) North of S.R. 50, West of the Orange County line, South of Old Highway 50

LEGAL DESCRIPTION

That part of Sections 24 and 25, Township 22 south, Range 26 east, Lake County, Florida being described as follows:

Commence at the northwest corner of said section 25, as the point of beginning; thence run south 89°23'23" east, along the north line thereof, 2690.33 feet to the north ¼ of said section 25; thence run south 89°22'05" east, continuing along said north line, 50.07 feet to a barbed wire fence line; thence run north 79°09'30" east, along said fence line, 434.24 feet; thence run north 79°05'06" east, 556.22 feet to a non-tangent curve concave to the south; thence run easterly along said curve having a central angle of 80°45'53", a radius of 1861.14 feet, an arc length of 284.70 feet, a chord bearing of north 86°42'10" east and a chord distance of 284.43 feet; thence run south 88°54'54" east, 67.39 feet to a curve concave to the south; thence run easterly along said curve having a central angle of 130°57'05", a radius of 1045.00 feet, an arc length of 254.46 feet, a chord bearing of south 81°56'22" east and a chord distance of 253.83 feet to a compound curve concave to the southwest; thence run southeasterly along said curve having a central angle of 180°36'42", a radius of 1413.77 feet, an arc length of 459.24 feet, a chord bearing of south 65°39'28" east and a chord distance 457.23 feet to the aforesaid north line of section 25; thence run south 89°22'05" east, along said north line, 65.88 feet to the maintained west right of way of Old State Road 50, said line being a curve concave to the southwest; thence run southeasterly along said curve having a central angle of 60°35'39", a radius of 1378.71 feet, an arc length of 158.68 feet, a chord bearing of south 48°19'40" east and a chord distance of 158.59 feet; thence run south 45°01'50" east, continuing along said maintained right of way line, 585.49 feet to the west right of way line of Lake Boulevard; thence run the following six courses and distances along said west right of way line: south 31°37'11" west, 328.07 feet; thence run north 58°22'49" west, 5.00 feet to a non-tangent curve concave to the northwest; thence run southwesterly along said curve having a central angle of

29o47'54", a radius of 200.00 feet, an arc length of 104.02 feet, a chord bearing of south 46o31'08" west and a chord distance of 102.85 feet; thence run south 61o25'05" west, 366.55 feet to a curve concave to the east; thence run southerly along said curve having a central angle of 55o51'45", a radius of 180.00 feet, an arc length of 175.50 feet, a chord bearing of south 33o29'12" west and a chord distance of 168.63 feet; thence run south 21o26'18" west, 11.08 feet to the north right of way line of S.R. 50; thence run following three courses and distances along said north line: north 87o43'31" west, 50.79 feet; thence run north 84o25'41" west, 469.96 feet; thence run north 89o48'40" west, 4157.41 feet to the west line of aforesaid section 25; thence run north 0o43'31" east, along said west line, 1183.70 feet to the point of beginning.

Containing 141.895 acres, more or less

See Map Below

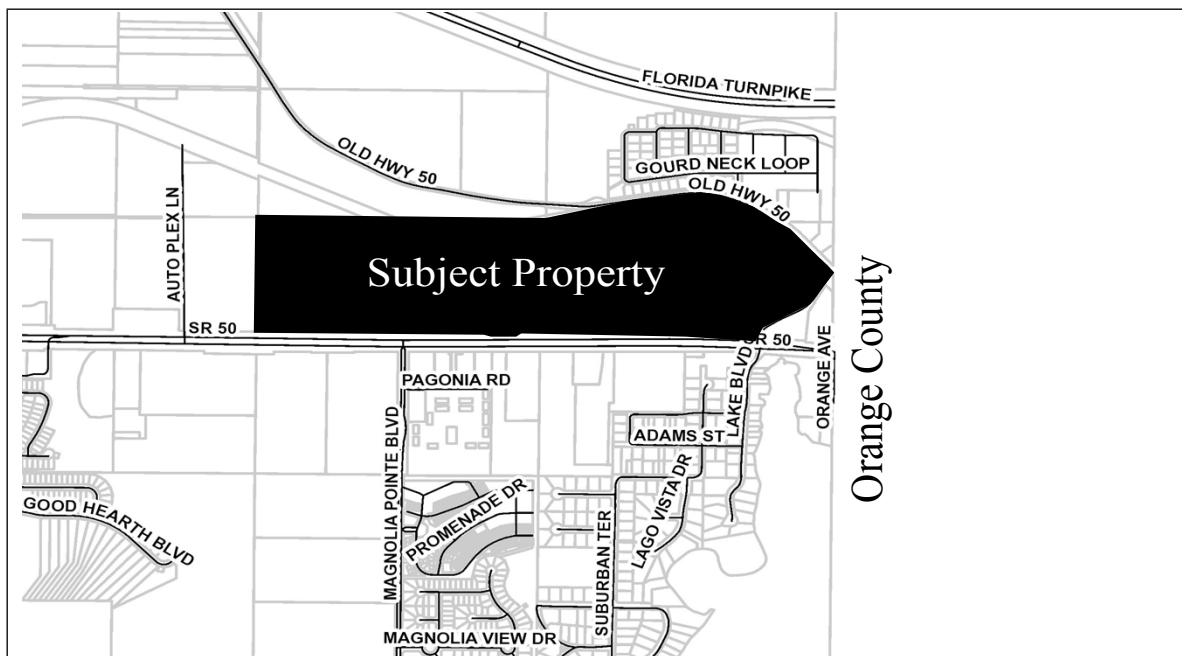
This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
March 10 and 17, 2015

Location Map:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 10, 2015		
Agenda Item Name		
Ordinance No. 2015-14; <i>Introduction</i> Plaza Collina		
Requested Action		
Move to introduce Ordinance 2015-14 and to transmit proposed Comprehensive Plan Amendment.		
Staff Report		
This administrative request is being heard concurrently with requests for annexation and a Conditional Use Permit (CUP) for a Planned Unit Development (PUD). The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on February 14, 2006. The property is currently vacant, but will be receiving water and sewer services from the City when developed. The property is approximately 142 acres. The proposed map amendment will change the future land use from Lake County's Regional Commercial to the City's Master Planned Development designation. The property, currently zoned Planned Commercial District in Lake County, will become Urban Estate upon annexation. A related request for a Conditional Use Permit for a PUD will incorporate entitlements for the development secured under the existing Lake County PUD and the Development of Regional Impact (DRI) development order. The CUP for the PUD will rescind the DRI. Upon approval by the City Council, the proposed amendment would be transmitted to the Florida Department of Economic Opportunity (DEO) and the reviewing agencies for review. DEO would then issue an Objections, Recommendations and Comments letter to the City, and the amendment would then be scheduled for a final public hearing in May. Staff recommends approval of the transmittal of the Large Scale Comprehensive Plan Amendment to change the future land use from Lake County Regional Commercial to Master Planned Development in the City.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance CPA ORD 2015-14.doc		
2. Maps Plaza Collina Maps.pdf		

3.	Utility Agreement	Plaza Collina Utility Agreement.pdf
4.	Legal ad	CPA Ad Plaza Collina.docx
5.	Master Planned Development FLU	Master Planned Development FLU description.pdf

CITY OF CLERMONT
ORDINANCE No. 2015-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on June 23, 2009, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Comprehensive Plan of the City of Clermont may be amended pursuant to Florida Statute 163.3187; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Clermont have held public hearings on the proposed amendment to the plan in light of written comments, proposals and objections from the general public;

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

Section 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Future Land Use Map of the Comprehensive Plan of the City of Clermont is hereby amended by changing the following described property as shown:

LEGAL DESCRIPTION

That part of Sections 24 and 25, Township 22 south, Range 26 east, Lake County, Florida being described as follows:

Commence at the northwest corner of said section 25, as the point of beginning; thence run south 89°23'23" east, along the north line thereof, 2690.33 feet to the north ¼ of said section 25; thence run south 89°22'05" east, continuing along said north line, 50.07 feet to a barbed wire fence line; thence run north 79°9'30" east, along said fence line, 434.24 feet; thence run north 79°05'06" east, 556.22 feet to a non-tangent curve concave to the

CITY OF CLERMONT
ORDINANCE No. 2015-14

south; thence run easterly along said curve having a central angle of 8°45'53", a radius of 1861.14 feet, an arc length of 284.70 feet, a chord bearing of north 86°42'10" east and a chord distance of 284.43 feet; thence run south 88°54'54" east, 67.39 feet to a curve concave to the south; thence run easterly along said curve having a central angle of 13°57'05", a radius of 1045.00 feet, an arc length of 254.46 feet, a chord bearing of south 81°56'22" east and a chord distance of 253.83 feet to a compound curve concave to the southwest; thence run southeasterly along said curve having a central angle of 18°36'42", a radius of 1413.77 feet, an arc length of 459.24 feet, a chord bearing of south 65°39'28" east and a chord distance 457.23 feet to the aforesaid north line of section 25; thence run south 89°22'05" east, along said north line, 65.88 feet to the maintained west right of way of Old State Road 50, said line being a curve concave to the southwest; thence run southeasterly along said curve having a central angle of 6°35'39", a radius of 1378.71 feet, an arc length of 158.68 feet, a chord bearing of south 48° 19'40" east and a chord distance of 158.59 feet; thence run south 45°1'50" east, continuing along said maintained right of way line, 585.49 feet to the west right of way line of Lake Boulevard; thence run the following six courses and distances along said west right of way line: south 31°37'11" west, 328.07 feet; thence run north 58°22'49" west, 5.00 feet to a non-tangent curve concave to the northwest; thence run southwesterly along said curve having a central angle of 29°47'54", a radius of 200.00 feet, an arc length of 104.02 feet, a chord bearing of south 46°31'08" west and a chord distance of 102.85 feet; thence run south 61°25'05" west, 366.55 feet to a curve concave to the east; thence run southerly along said curve having a central angle of 55°51'45", a radius of 180.00 feet, an arc length of 175.50 feet, a chord bearing of south 33°29'12" west and a chord distance of 168.63 feet; thence run south 21°26'18" west, 11.08 feet to the north right of way line of S.R. 50; thence run following three courses and distances along said north line: north 87°43'31" west, 50.79 feet; thence run north 84°25'41" west, 469.96 feet; thence run north 89°48'40" west, 4157.41 feet to the west line of aforesaid section 25; thence run north 0°43'31" east, along said west line, 1183.70 feet to the point of beginning.

Containing 141.895 acres, more or less

(Alternate Keys 1707242, 1707234, 1037433, 3878786, 1592399, and 1592381) North of S.R. 50, West of the Orange County line, South of Old Highway 50. (Plaza Collina)

**CHANGE IN FUTURE LAND USE CLASSIFICATION
FROM LAKE COUNTY – REGIONAL COMMERCIAL
TO CITY OF CLERMONT COMMERCIAL**

Section 2.

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

CITY OF CLERMONT
ORDINANCE No. 2015-14

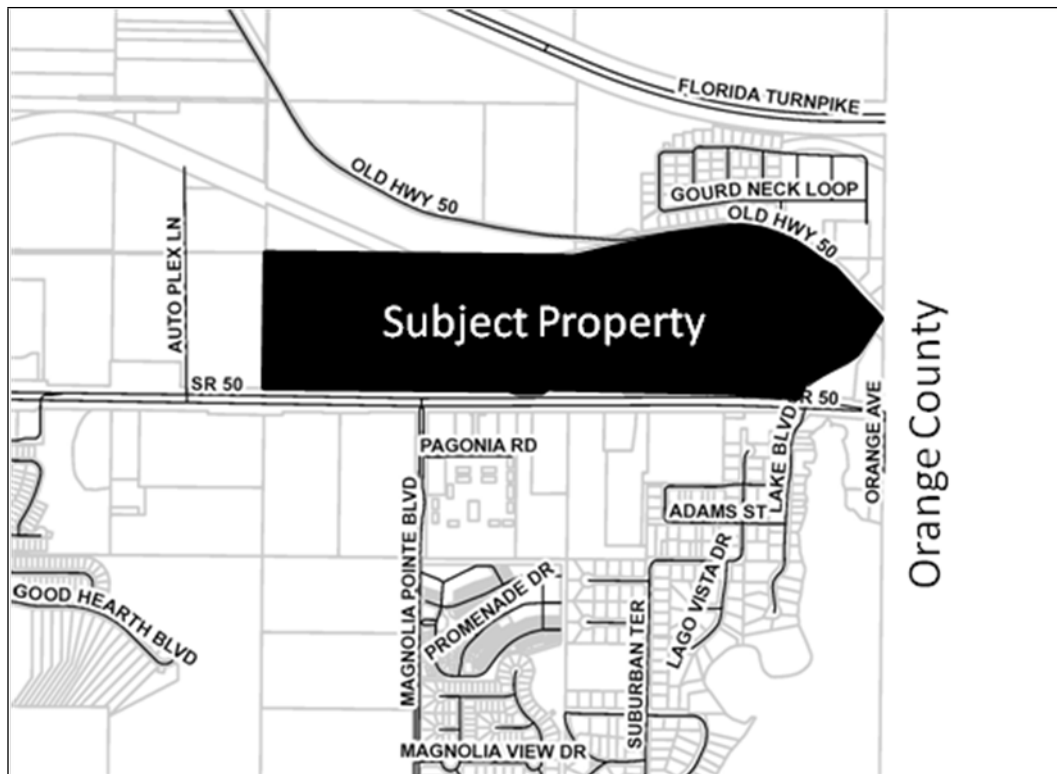
Section 3.

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

Section 4.

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

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-14

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 26th day of May, 2015.

Gail L. Ash, Mayor

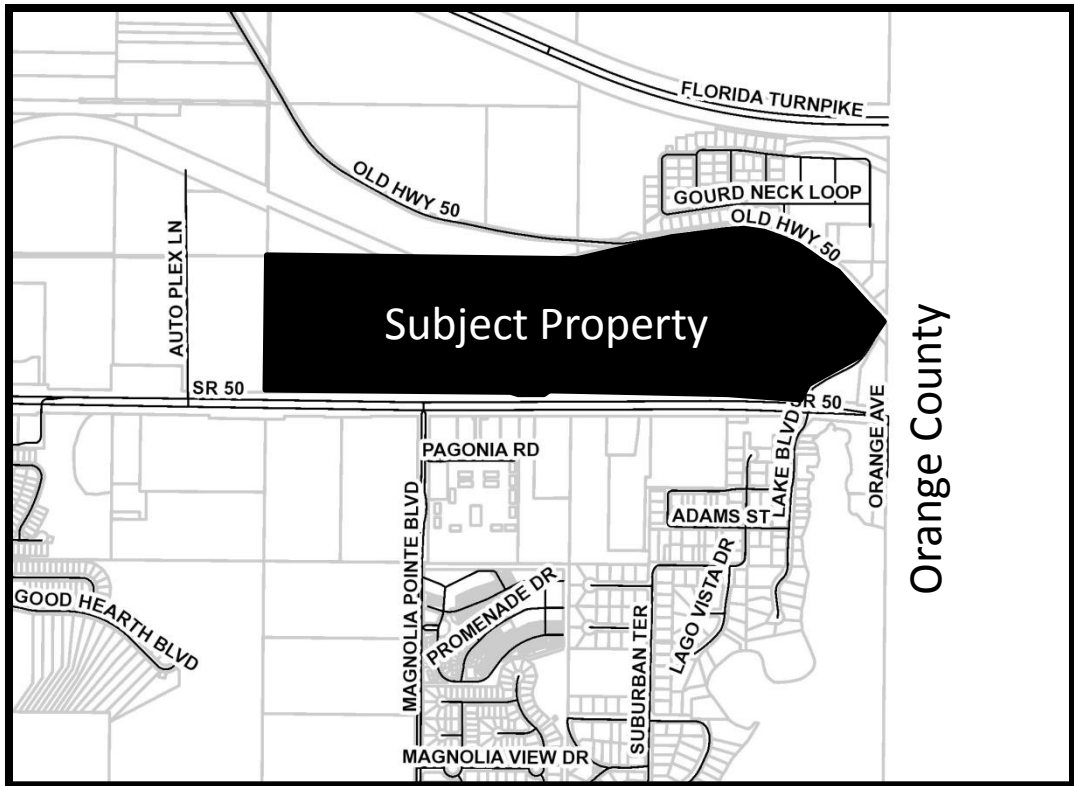
ATTEST:

Tracy Ackroyd, City Clerk

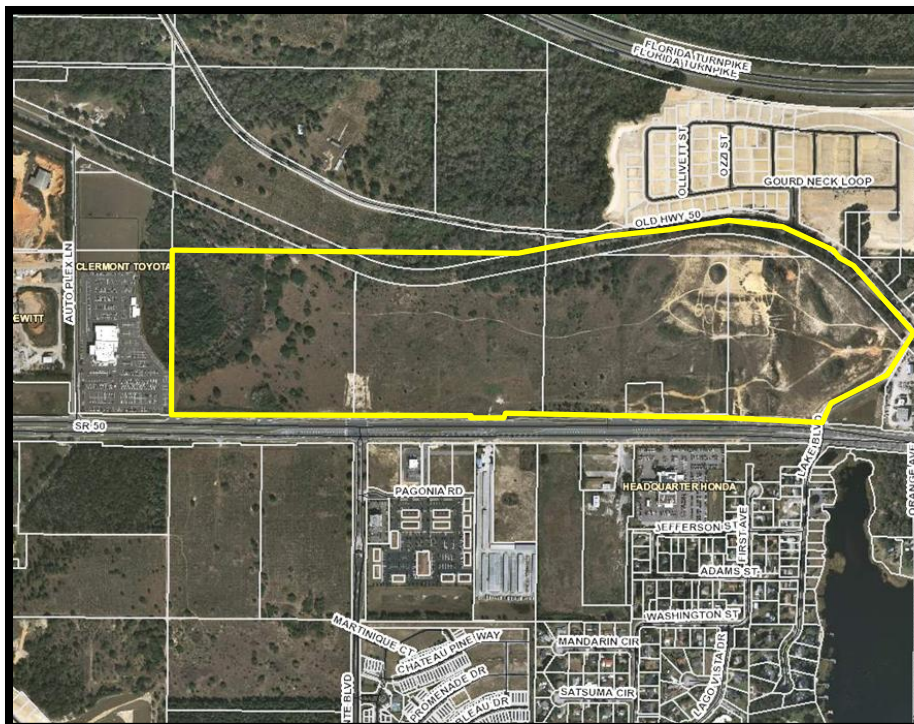
Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map Plaza Collina



Orange County



Orange County

Exhibit – Future Land Use Plaza Collina

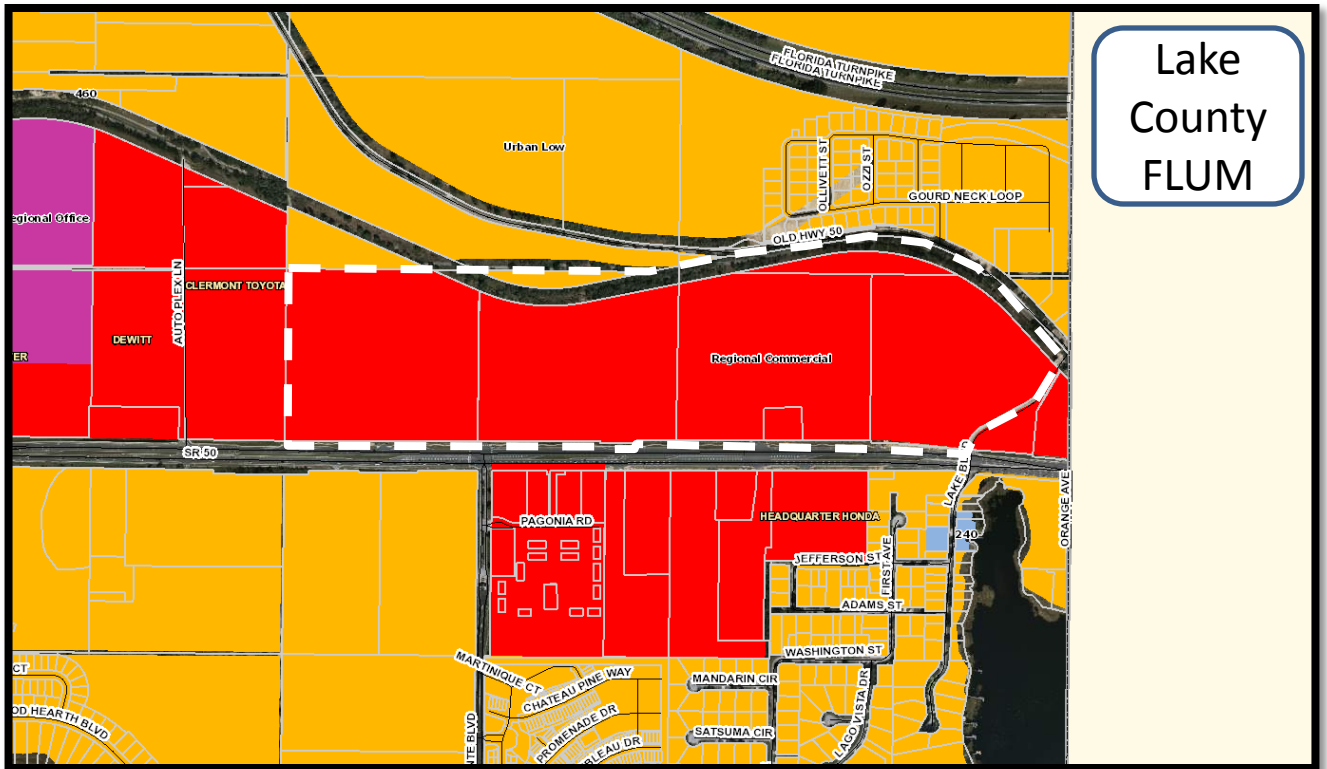
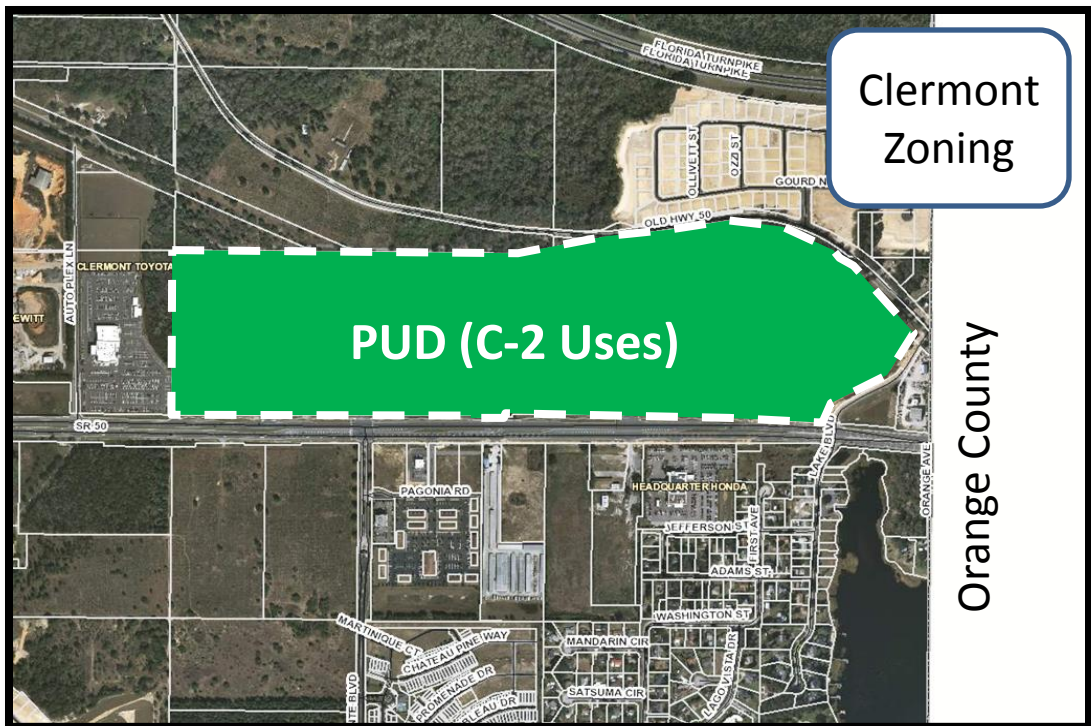


Exhibit – Zoning Plaza Collina



WATER AND SEWER UTILITIES AGREEMENT
LAKE COUNTY GATEWAY, LLC

COPY

THIS WATER AND SEWER UTILITIES AGREEMENT ("Agreement") is entered into as of the 14 day of February, 2006, between THE CITY OF CLERMONT, a Florida municipal corporation, (the "CITY"), and LAKE COUNTY GATEWAY, LLC, a Florida limited liability company, and its successors and assigns (the "OWNER").

WITNESSETH

Whereas, the CITY owns and operates water and sewer utility services within its incorporated City boundaries and within a designated utility service district adopted pursuant to Chapter 180, *Florida Statutes*; and

Whereas, the OWNER owns that certain parcel of land located in Lake County, comprised of approximately 142 acres, as more particularly described on Exhibit "A," attached hereto and incorporated herein by this reference (the "Property"); and

Whereas, the Property is located within the CITY's utility district adopted pursuant to Chapter 180, *Florida Statutes*; and

Whereas, the OWNER is requesting water and sewer service from the City for the Property.

NOW THEREFORE, in consideration of the mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement are hereby deemed a part hereof.

Section 2. Water/Sewer Services.

- 2.1 CITY shall provide water and sewer service for the Property up to 200,000 gallons per day.
- 2.2 OWNER shall connect to the existing City system at connection point or points approved by CITY.
- 2.3 The route of any off-site lines shall be according to engineering plans produced by OWNER and approved by the CITY.

- 2.4 The OWNER shall construct at its expense the facilities, lines and appurtenances necessary to serve the development, including but not limited to the following off-site improvements:
The water main along SR 50 from the existing connection point to the eastern property boundary, water main extension along Lake Blvd from SR 50 to CR 50, and water main extension along CR 50 from Lake Blvd to CR 455.
- 2.5 The OWNER shall be responsible for the construction of all on-site and off-site lines and appurtenances not currently constructed and necessary to serve the project. No building permits shall be issued until water and sewer are provided to the site or until a bond or letter of credit, acceptable to CITY, is in place to guarantee completion of off-site improvements. No Certificate of Occupancy shall be issued until all off-site improvements described in 2.4 above and all necessary water and sewer extensions have been completed and accepted by the CITY.
- 2.6 The OWNER shall be responsible for all costs of on-site and off-site improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances. All improvements shall be constructed in accordance with CITY Land Development Regulations and in accordance with the utility plans for the project as approved by CITY. OWNER shall provide to CITY any and all documentation necessary for the CITY to ascertain that the on-site and off-site improvements meet the minimum line size requirements and specifications as specified by the CITY Land Development Regulations.
- 2.7 At anytime prior to the approval of the utility plans by CITY, CITY may elect to oversize the lines, improvements or appurtenances for CITY's use in the expansion of its water and sewer system. In accordance herewith, CITY shall provide to the OWNER the specifications regarding sizes which shall be included by OWNER in the final utility improvement plans.
- 2.8 In the event that the CITY elects to oversize any of the improvements to be constructed by OWNER hereunder, the CITY shall be responsible for the difference in cost of materials to oversize the improvements based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY.
- 2.9 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimate shall be contractors bid as certified by OWNER'S project engineer. The CITY shall review and either approve or reject the costs.
- 2.10 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 2.11 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water and sewer lines and appurtenances, both on-site and off-site,

required to serve the Property, with reimbursement for the difference in costs as determined in Section 2.9 from the CITY in the form of Impact Fee Credits.

- 2.12 Any Impact Fee Credits shall be established subject to Sections 2.9 and 2.11, and at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until the credit is used.
- 2.13 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but may be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

Section 3. Development Standards.

The project shall be developed in accordance with the following Lake County approvals, and any approved variances thereto and as otherwise stipulated in this Agreement or subsequent amendments to this Agreement: Lake County comprehensive plan amendment - Ordinance No. 2006-15, Lake County Development Order for the Plaza Collina Development of Regional Impact - Ordinance No. 2006-16; and Lake County Planned Unit Development zoning amendment - Ordinance No. 2006-17.

Section 4. Annexation.

4.1 OWNER agrees that CITY may annex the Property into the City of Clermont if CITY, in its sole discretion, chooses to do so. In conjunction herewith, OWNER shall provide to CITY a Notice of Encumbrance To Annex Property in a form substantially in compliance with the form set forth in Exhibit "B", attached hereto and incorporated herein. The CITY shall record this Notice in the public records of Lake County whereupon it is agreed it shall serve as an enforceable encumbrance on the real property described in Exhibit "A". The Notice of Encumbrance shall be executed by all owners of the real property described in Exhibit "A" and shall be accompanied, at OWNER'S expense, by a current certificate of title or opinion letter acceptable to CITY and issued by a licensed title company or attorney identifying all owners in interest of the real property. All land transfers by OWNER shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land.

4.2 This agreement shall be recorded in the Public Records of Lake County, Florida at cost to OWNER, and this agreement, upon recording, shall constitute an irrevocable application by the undersigned owner to annex the property described on Exhibit 'A', attached hereto, into the City of Clermont, which right to annex the City may exercise at any time in the future.

Section 5. Water and Sewer Improvements.

Upon completion of and acceptance by CITY of all off-site improvements constructed by OWNER, said improvements shall be transferred to and owned by CITY. No on-site improvements contemplated herein shall be transferred to or owned by CITY.

Section 6. Compliance with City Laws and Regulations.

Except as otherwise set forth herein, development of the water and sewer utilities for the Property shall be subject to compliance with the City Land Development Regulations and City Code provisions, as amended, as well as regulations of county, state, local, and federal agencies.

Section 7. Due Diligence.

The CITY and OWNER agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement.

Section 8. Enforcement/Effectiveness. A default by either party under this Agreement shall entitle the other party to all remedies available at law.

Section 9. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

Section 10. Binding Effect; Assignability. This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by the OWNER without the need for consent by the CITY. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assigns. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

Section 11. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof; nor will any waiver on the part of either party of any right, power, or privilege hereunder operate as a waiver of any other right, power, or privilege hereunder; nor will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof, or the exercise of any other right, power, or privilege hereunder.

Section 12. Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. However, the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the OWNER from complying with the law governing said permitting requirements, conditions, terms or restrictions.

Section 13. Amendment. Any amendment to this agreement is not effective unless the amendment is in writing and signed by all parties.

Section 14. Severability. In the event that any provision of this agreement shall be held invalid or unenforceable, the provision shall be deleted from this agreement without affecting in any respect whatsoever the validity of the remainder of this agreement.

Section 15. Notices. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY:

Wayne Saunders
City of Clermont
City Manager
P.O. Box 120219
Clermont, Florida 34712-0219

With copy to:

Daniel F. Mantzaris, Esq.
City Attorney
Post Office Box 87
Orlando, Florida 32802-0087

OWNER:

Tom A. Harb
Lake County Gateway, LLC
7954 Sand Lake Road
Orlando, Florida 32819

With a copy to:

Cecelia Bonifay, Esq.
Akerman Senterfitt
131 West Main Street
Tavares, Florida 32778

[Signature blocks appear on following page.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date first above written.

CITY:

CITY OF CLERMONT, a Florida municipal corporation

Attest:

Tracy Ackroyd
Tracy Ackroyd, City Clerk

By:

Harold Turville, Jr
Its: Mayor

OWNER:

LAKE COUNTY GATEWAY, LLC, a Florida limited liability company

Witnesses:

Kimberly Ross
Name: Kimberly Ross

Raquel Sealey
Name: Raquel Sealey

By:

Tom A. Harb

Its:

Managing Member

STATE OF FLORIDA

COUNTY OF Orange

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Tom A. Harb, as Managing Member of Lake County Gateway, LLC, a Florida limited liability company, who provided identification in the form of _____ or who is personally known to be the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this 29th day of March, 2006.

Colette L. Wharton
Notary Public

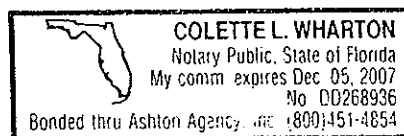


EXHIBIT "A"

Legal Description

BOUNDARY AND LEGAL SURVEY

THAT PART OF SECTIONS 24 AND 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 25, AS THE POINT OF BEGINNING; THENCE RUN S 89°23'23" E, ALONG THE NORTH LINE THEREOF, 2690.33 FEET TO THE NORTH 1/4 OF SAID SECTION 25; THENCE RUN S 89°22'05" E, CONTINUING ALONG SAID NORTH LINE, 50.07 FEET TO A BARBED WIRE FENCE LINE; THENCE RUN N 79°9'30" E, ALONG SAID FENCE LINE, 434.24 FEET; THENCE RUN N 79°05'06" E, 556.22 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 8°45'53", A RADIUS OF 1861.14 FEET, AN ARC LENGTH OF 284.70 FEET, A CHORD BEARING OF N 86°42'10" E AND A CHORD DISTANCE OF 284.43 FEET; THENCE RUN S 88°54'54" E, 67.39 FEET TO A CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 13°57'05", A RADIUS OF 1045.00 FEET, AN ARC LENGTH OF 254.46 FEET, A CHORD BEARING OF S 81°56'22" E AND A CHORD DISTANCE OF 253.83 FEET TO A COMPOUND CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 18°36'42", A RADIUS OF 1413.77 FEET, AN ARC LENGTH OF 459.24 FEET, A CHORD BEARING OF S 65°39'28" E AND A CHORD DISTANCE OF 457.23 FEET TO THE AFORESAID NORTH LINE OF SECTION 25; THENCE RUN S 89°22'05" E, ALONG SAID NORTH LINE, 65.88 FEET TO THE MAINTAINED WEST RIGHT OF WAY OF OLD STATE ROAD No. 50, SAID LINE BEING A CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 6°35'39", A RADIUS OF 1378.71 FEET, AN ARC LENGTH OF 158.68 FEET, A CHORD BEARING OF S 48°19'40" E AND A CHORD DISTANCE OF 158.59 FEET; THENCE RUN S 45°1'50" E, CONTINUING ALONG SAID MAINTAINED RIGHT OF WAY LINE, 585.49 FEET TO THE WEST RIGHT OF WAY LINE OF LAKE BOULEVARD; THENCE RUN THE FOLLOWING SIX COURSES AND DISTANCES ALONG SAID WEST RIGHT OF WAY LINE: S 31°37'11" W, 328.07 FEET; THENCE RUN N 58°22'49" W, 5.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 29°47'54", A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 104.02 FEET, A CHORD BEARING OF S 46°31'08" W AND A CHORD DISTANCE OF 102.85 FEET; THENCE RUN S 61°25'05" W, 366.55 FEET TO A CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 55°51'45", A RADIUS OF 180.00 FEET, AN ARC LENGTH OF 175.50 FEET, A CHORD BEARING OF S 33°29'12" W AND A CHORD DISTANCE OF 168.63 FEET; THENCE RUN S 21°26'18" W, 11.08 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD No. 50; THENCE RUN FOLLOWING THREE COURSES AND DISTANCES ALONG SAID NORTH LINE: N 87°43'31" W, 50.79 FEET; THENCE RUN N 84°25'41" W, 469.96 FEET; THENCE RUN N 89°48'40" W, 4157.41 FEET TO THE WEST LINE OF AFORESAID SECTION 25; THENCE RUN N 0°43'43" E, ALONG SAID WEST LINE, 1183.70 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 141.895 ACRES MORE OR LESS.

Exhibit B

Notice of Encumbrance
to Annex to City of Clermont

City of Clermont
City Manager
685 W. Montrose Street
Clermont, FL 34712

THIS INSTRUMENT, Made this 14 day of February, 2006, between Lake County Gateway, LLC, a Florida limited liability company Grantor, and the CITY OF CLERMONT, FLORIDA, a Florida municipal corporation, Grantee:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of Clermont, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, DOES HEREBY ENCUMBER the below - described real property situate, lying and being in Lake County, Florida with the absolute requirement that the subject real property may be, at the sole discretion, and upon request of Grantee, annexed into the city limits of the City of Clermont at such time that the annexation of said real property is in accordance with applicable law,

GRANTOR, further agrees, on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns to perform all ministerial functions necessary of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of Clermont and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

BOUNDARY AND LEGAL SURVEY

THAT PART OF SECTIONS 24 AND 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 25, AS THE POINT OF BEGINNING; THENCE RUN S 89°23'23" E, ALONG THE NORTH LINE THEREOF, 2690.33 FEET TO THE NORTH 1/4 OF SAID SECTION 25; THENCE RUN S 89°22'05" E, CONTINUING ALONG SAID NORTH LINE, 50.07 FEET TO A BARBED WIRE FENCE LINE; THENCE RUN N 79°9'30" E, ALONG SAID FENCE LINE, 434.24 FEET; THENCE RUN N 79°05'06" E, 556.22 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 8°45'53", A RADIUS OF 1861.14 FEET, AN ARC LENGTH OF 284.70 FEET, A CHORD BEARING OF N 86°42'10" E AND A CHORD DISTANCE OF 284.43 FEET; THENCE RUN S 88°54'54" E, 67.39 FEET TO A CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 13°57'05", A RADIUS OF 1045.00 FEET, AN ARC LENGTH OF 254.46 FEET, A CHORD BEARING OF S 81°56'22" E AND A CHORD DISTANCE OF 253.83 FEET TO A COMPOUND CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 18°36'42", A RADIUS OF 1413.77 FEET, AN ARC LENGTH OF 459.24 FEET, A CHORD BEARING OF S 65°39'28" E AND A CHORD DISTANCE OF 457.23 FEET TO THE AFORESAID NORTH LINE OF SECTION 25; THENCE RUN S 89°22'05" E, ALONG SAID NORTH LINE, 65.88 FEET TO THE MAINTAINED WEST RIGHT OF WAY OF OLD STATE ROAD No. 50, SAID LINE BEING A CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 6°35'39", A RADIUS OF 1378.71 FEET, AN ARC LENGTH OF 158.68 FEET, A CHORD BEARING OF S 48°19'40" E AND A CHORD DISTANCE OF 158.59 FEET; THENCE RUN S 45°1'50" E, CONTINUING ALONG SAID MAINTAINED RIGHT OF WAY LINE, 585.49 FEET TO THE WEST RIGHT OF WAY LINE OF LAKE BOULEVARD; THENCE RUN THE FOLLOWING SIX COURSES AND DISTANCES ALONG SAID WEST RIGHT OF WAY LINE: S 31°37'11" W, 328.07 FEET; THENCE RUN N 58°22'49" W, 5.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 29°47'54", A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 104.02 FEET, A CHORD BEARING OF S 46°31'08" W AND A CHORD DISTANCE OF 102.85 FEET; THENCE RUN S 61°25'05" W, 366.55 FEET TO A CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 55°51'45", A RADIUS OF 180.00 FEET, AN ARC LENGTH OF 175.50 FEET, A CHORD BEARING OF S 33°29'12" W AND A CHORD DISTANCE OF 168.63 FEET; THENCE RUN S 21°26'18" W, 11.08 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD No. 50; THENCE RUN FOLLOWING THREE COURSES AND DISTANCES ALONG SAID NORTH LINE: N 87°43'31" W, 50.79 FEET; THENCE RUN N 84°25'41" W, 469.96 FEET; THENCE RUN N 89°48'40" W, 4157.41 FEET TO THE WEST LINE OF AFORESAID SECTION 25; THENCE RUN N 0°43'43" E, ALONG SAID WEST LINE, 1183.70 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 141.895 ACRES MORE OR LESS.

Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

1.

Signature

Type or print name

2.

Signature

Type or print name

STATE OF

Florida

WITNESSES (Two required):

1.

Signature

Kimberly A Ross

Type or print name

1.

Signature

Karen Castiel

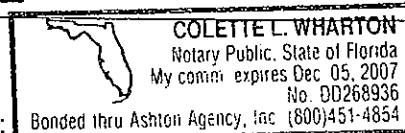
Type or print name

COUNTY OF

Orange

The foregoing instrument was acknowledged before me on this 29th day of March, 2006 by A. Tom Harb, who is personally known to me ~~or who has produced~~ ~~as identification~~ and who did not take an oath.

SEAL:



Notary Public

Colette L. Wharton

Type/print name

Colette L. Wharton

Pursuant to Section 695.29(3)(f): this instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer, City Attorney, City of Clermont, Florida 34712

FUND TITLE CERTIFICATE

*An examined search for the issuance of title insurance underwritten by
Attorneys' Title Insurance Fund, Inc.*

Fund File Number: 12-2006-0779

Provided For: Page Law Firm LLC

Agent's File Reference: LAKE COUNTY GATEWAY

Amount of Insurance: *OWNER'S:* To Be Determined
Not to Exceed \$3,000,000.00

MORTGAGEE:

Effective Date of Search: March 28, 2006 at 11:00 PM

Description of Real Property to be Insured situated in Lake County, Florida.

See Exhibit A attached.

Record Title Vested in: Lake County Gateway, LLC, a Florida limited liability company by Trustee's Deed's

Recorded in: O.R. Book 2585, Page 514, O.R. Book 2676, Page 2411

This certificate is issued exclusively for the writing of a title insurance commitment and/or policy on Attorneys' Title Insurance Fund, Inc. No liability is assumed if used for any other purpose. Liability for this certificate expires six (6) months from date of issue if no commitment or policy has by then been issued by one of the aforementioned companies.

Prepared this 3rd day of April, 2006.

Attorneys' Title Insurance Fund, Inc.

Prepared by: Debbie Miller

Typist: Debbie Miller

FUND TITLE CERTIFICATE

Fund File Number: 12-2006-0779

EXCEPTIONS

1. *Taxes for the year of the effective date of this policy and taxes or special assessments which are not shown as existing liens by the public records.*
2. *Rights or claims of parties in possession not shown by the public records.*
3. *Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.*
4. *Easements or claims of easements not shown by the public records.*
5. *Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.*

(Unless satisfactory evidence is presented to The Fund member agent eliminating the need for exceptions one through five, said exceptions should be made a part of any Fund commitment or final policy.)

6. *Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:*
 - (a) *Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and*
 - (b) *Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)*
7. *Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.*
8. *Any owner policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands and lands accreted to such lands.*
9. *All matters contained on the Plat of Edgewater Beach, as recorded in Plat Book 8, Page(s) 84, Public Records of Lake County, Florida.*
10. *All matters contained on the Plat of Edgewater Beach, as recorded in Plat Book 9, Page(s) 19, Public Records of Lake County, Florida.*

FUND TITLE CERTIFICATE

Fund File Number: 12-2006-0779

11. All matters contained on the Plat of A Replat of part of Edgewater Beach, as recorded in Plat Book 10, Page(s) 44, Public Records of Lake County, Florida.
12. All matters contained on the Plat of Lake Highlands Company, as recorded in Plat Book 3, Page(s) 24, Public Records of Lake County, Florida.
13. All matters contained on the Plat of Lake Highlands Company of Section 25, Township 22 S, Range 26 E, as recorded in Plat Book 3, Page(s) 50, Public Records of Lake County, Florida.
14. Easement in favor of Florida Power Corporation contained in instrument recorded July 20, 1988, in O.R. Book 973, Page 586, Public Records of Lake County, Florida.
15. Nonexclusive Utilities Easement in favor of City of Clermont contained in instrument recorded October 17, 1997, in O.R. Book 1554, Page 2430, Public Records of Lake County, Florida.
16. Non-Exclusive Easement in favor of Lake County contained in instrument recorded October 12, 2005, in O.R. Book 2976, Page 513, Public Records of Lake County, Florida.
17. Ordinance #2006-17 recorded in O.R. Book 3096, Page 1402, Public Records of Lake County, Florida.
18. Ordinance No. 2006-16 recorded in O.R. Book 3096, Page 1425, Public Records of Lake County, Florida.
19. Ordinance No. 2006-15 recorded in O.R. Book 3096, Page 1457, Public Records of Lake County, Florida.
20. Mortgage to Peoples First Community Bank, mortgagee(s), recorded under O.R. Book 2585, Page 519, Public Records of Lake County, Florida.
21. Assignment of Leases, Rents and Profits filed June 2, 2004, in O.R. Book 2585, Page 542, Public Records of Lake County, Florida.
22. UCC Financing Statement between Lake County Gateway, LLC and Hunter's Trace Investments, Inc. and Peoples First Community Bank as recorded in O.R. Book 2585, Page 550, Public Records of Lake County, Florida.
23. The Fund has no liability under this commitment until an endorsement is issued stating the amount of the proposed policy. No Fund policy may be issued in an amount of \$3,000,000.00 or greater without specific Underwriting approval.

Unless stated otherwise, the property described herein has legal access.

Proposed Purchaser/Mortgagor:

N/A

A 20-year name search was performed on the proposed purchaser/mortgagor for unsatisfied judgments and tax liens (state and federal and other liens for the recovery of money) and personal names were

FUND TITLE CERTIFICATE

Fund File Number: 12-2006-0779

checked for unrestored incompetency and for guardianship proceedings, ALL OF WHICH RESULTED IN THE FOLLOWING:

None

The status of corporations and limited partnerships has not been verified with any applicable governmental agencies or other authorities.

This certificate does not cover unpaid municipal taxes and other assessments unless they are recorded in the Official Records Book of the county, nor does it cover matters filed in the Federal District Courts of Florida EXCEPT FOR BANKRUPTCY PROCEEDINGS filed prior to October 7, 1984, when the property lies in either DADE, DUVAL, HILLSBOROUGH, LEON OR ORANGE COUNTY.

See the attached Tax Sheet for current and delinquent (if any) ad valorem tax information.

In order for the title to be insured by The Fund, it must be examined between the effective date of this certificate and the recording date(s) of the instrument(s) on which the policy is based.

FUND TITLE CERTIFICATE

Fund File Number: 12-2006-0779

EXHIBIT A

THAT PART OF SECTIONS 24 AND 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 25, AS THE POINT OF BEGINNING; THENCE RUN S 89°23'23" E, ALONG THE NORTH LINE THEREOF, 2690.33 FEET TO THE NORTH 1/4 OF SAID SECTION 25; THENCE RUN S 89°22'05" E, CONTINUING ALONG SAID NORTH LINE, 50.07 FEET TO A BARBED WIRE FENCE LINE; THENCE RUN N 79°30' E, ALONG SAID FENCE LINE, 434.24 FEET; THENCE RUN N 79°05'06" E, 356.22 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 6°45'33", A RADIUS OF 1861.14 FEET, AN ARC LENGTH OF 284.70 FEET, A CHORD BEARING OF N 36°42'10" E AND A CHORD DISTANCE OF 284.43 FEET; THENCE RUN S 88°54'54" E, 67.39 FEET TO A CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 13°57'05", A RADIUS OF 1045.00 FEET, AN ARC LENGTH OF 254.46 FEET, A CHORD BEARING OF S 81°56'22" E AND A CHORD DISTANCE OF 253.83 FEET TO A COMPOUND CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 18°36'42", A RADIUS OF 1413.77 FEET, AN ARC LENGTH OF 459.24 FEET, A CHORD BEARING OF S 65°39'28" E AND A CHORD DISTANCE OF 457.23 FEET TO THE AFORESAID NORTH LINE OF SECTION 25; THENCE RUN S 89°22'05" E, ALONG SAID NORTH LINE, 65.83 FEET TO THE MAINTAINED WEST RIGHT OF WAY OF OLD STATE ROAD No. 50, SAID LINE BEING A CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 6°35'39", A RADIUS OF 1378.71 FEET, AN ARC LENGTH OF 158.68 FEET, A CHORD BEARING OF S 48°19'40" E AND A CHORD DISTANCE OF 158.59 FEET; THENCE RUN S 45°1'50" E, CONTINUING ALONG SAID MAINTAINED RIGHT OF WAY LINE, 585.49 FEET TO THE WEST RIGHT OF WAY LINE OF LAKE BOULEVARD; THENCE RUN THE FOLLOWING SIX COURSES AND DISTANCES ALONG SAID WEST RIGHT OF WAY LINE: S 31°37'11" W, 328.07 FEET; THENCE RUN N 53°22'49" W, 5.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 35°47'54", A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 104.02 FEET, A CHORD BEARING OF S 46°31'08" W AND A CHORD DISTANCE OF 102.85 FEET; THENCE RUN S 61°25'05" W, 366.55 FEET TO A CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 35°51'45", A RADIUS OF 180.00 FEET, AN ARC LENGTH OF 175.50 FEET, A CHORD BEARING OF S 13°29'12" W AND A CHORD DISTANCE OF 168.63 FEET; THENCE RUN S 21°26'18" W, 11.08 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD No. 50; THENCE RUN FOLLOWING THREE COURSES AND DISTANCES ALONG SAID NORTH LINE: N 87°43'31" W, 50.79 FEET; THENCE RUN N 84°25'41" W, 469.56 FEET; THENCE RUN N 89°48'40" W, 4157.41 FEET TO THE WEST LINE OF AFORESAID SECTION 25; THENCE RUN N 0°43'43" E, ALONG SAID WEST LINE, 1183.70 FEET TO THE POINT OF BEGINNING.

CITY OF CLERMONT

NOTICE OF PROPOSED AMENDMENT TO COMPREHENSIVE PLAN ORDINANCE NO. 2015-14

The City of Clermont will hold public hearings Tuesday, March 3, 2015 at 7 p.m. before the Planning and Zoning Commission and Tuesday, March 24, 2015 at 6:30 p.m. before the City Council to consider transmittal and introduction of a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the parcel below from Lake County Regional Commercial to Master Planned Development.

The City of Clermont will hold public hearings on Tuesday, May 26, 2015 (final reading of the ordinance) beginning at 6:30 p.m. before the City Council to consider the adoption of the proposed change to the City's Future Land Use Map.

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▯

***Location: North of S.R. 50, West of the Orange County Line, South of Old Hwy 50
Plaza Collina, 142 +/- acres
Alternate Keys 1707242, 1707234, 1037433, 3878786, 1592399, and 1592381***

Ordinance #2015-13:

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

The public hearings are in the Council chambers of City Hall, 685 W. Montrose Street, and are open to public comment. Please call (352) 241-7302 if you have any questions.

The proposed amendment may be inspected at the City's Development Services Department (1st floor, City Hall) between 8 a.m. and 5 p.m. Monday-Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
February 17, 2015 and May 12, 2015

Policy 1.6.2: Medium-Density Residential. Areas delineated on the FLUM for medium-density residential development shall accommodate a maximum density of up to eight units per acre. Permitted housing types include single-family detached homes, including zero-lot-line and cluster developments, duplexes, townhomes, condominiums and apartments.

Policy 1.6.3: High-Density Residential. Areas delineated on the FLUM for high-density residential development shall accommodate a maximum density of 12 units per acre; however, densities higher than eight units per acre shall require a conditional use permit. Permitted housing types include single-family detached homes, including zero-lot-line and cluster developments, duplexes, townhomes, condominiums and apartments. Nursing homes, assisted living facilities and independent living facilities shall be permitted in the high-density residential land use as a planned unit development (PUD) consistent with land development regulations and may have a maximum intensity of 3.0 FAR.

Policy 1.6.4: Performance standards for residential uses shall include, but are not limited to, the following:

- The land development regulations shall include performance standards for high-density and multi-family residential uses that control the location of proposed buildings in relation to the overall dimension of the site, provide sufficient on-site/structured parking where applicable, and provide open space and recreation amenities.
- The land development regulations shall contain requirements for significant open space, landscaping and buffers to effectively screen multi-family developments from low-density residential zoning districts.
- Multi-family residential developments of more than 50 units shall provide recreational facilities to meet the needs of the population of the development.
- Grid street networks are highly encouraged to serve residential developments and provide connectivity throughout the City. Cul-de-sacs and gated developments are discouraged.
- Themes are encouraged for residential developments to include cohesive streetscape design, signage, landscape architecture and streetscape furniture to create an identity for the neighborhoods in the City.

Objective 1.7: Mixed-Use Land Use Categories. The mixed-use categories are established to accommodate a mixture of residential, office and commercial uses as single uses on separate parcels or as a mix of uses within a single development. The maximum density for residential uses shall be 12 units per acre; however, densities higher than eight units per acre shall require a conditional use permit. Other uses allowed include supportive accessory uses, churches and schools as conditional uses, minor public utilities (i.e., telephone switching stations, lift stations, drainage infrastructure, and similar facilities), parks and open space, municipal facilities and other civic and cultural uses subject to standards and performance criteria set forth in this plan and in the land development regulations.

Policy 1.7.1: Residential/Office. The residential/office category is intended to provide for a mixture of predominantly residential uses, while allowing for professional offices that are consistent with the general character of the adjacent residential uses. Based on current land use

trends, the City estimates that the mix of uses in the residential/office category will be 65 percent residential and 35 percent non-residential. The maximum intensity for office development shall be 0.25 FAR. The FAR shall not be applied to the residential portion of a mixed-use development.

Policy 1.7.2: Master Planned Development. The master planned development category is intended to provide for two existing approved developments of regional impact (DRI), King's Ridge DRI and Lost Lake Reserve DRI, the Black West proposed mixed-use development subject to a utility and annexation agreement approved by the City and new master planned, mixed-use projects that shall be applied only upon City Council approval of a development agreement that specifies the allowable types and distribution of land uses and the maximum number/density of residential units, and which demonstrates that public facilities and services meet the requirements of the City's Concurrency Management System. The maximum intensity for office and commercial uses shall be 0.25 FAR; 1.0 FAR for industrial uses; and 0.25 FAR for institutional uses. The FAR shall not be applied to the residential portion of a mixed-use development.

Policy 1.7.3: Downtown Mixed-Use. The downtown mixed-use category is intended to provide for a mixture of residential and business uses, as well as cultural and tourist facilities, recognized as characteristic of the City's established downtown central business district. Based on current land use trends, the City estimates that the mix of uses will be 70 percent office and commercial uses and 30 percent residential, public facilities/institutional and recreation uses. The maximum intensity for office, commercial and institutional uses shall be 3.0 FAR. The FAR shall not be applied to the residential portion of a mixed-use development.

Policy 1.7.4: Nursing homes, assisted living facilities and independent living facilities shall be permitted in all mixed-use land use categories as a PUD consistent with land development regulations and may have a maximum intensity of 3.0 FAR.

Policy 1.7.5: Performance standards for mixed-use developments shall include, but are not limited to, the following:

- Mixed-use developments are encouraged to incorporate town or village centers that are sized to serve the needs of residents in the development within a quarter-mile of the center.
- Unified architectural and streetscape themes are encouraged for all mixed-use developments.
- A mixed-use development may include a mixture of land uses on the same site and/or in the same building.
- For a mixed-use building, only retail sales and services and restaurants are permitted on the ground floor.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date														
Tuesday, March 10, 2015														
Agenda Item Name														
Ordinance No. 2015-17; <i>Introduction</i> Dougherty														
Requested Action														
Move to introduce Ordinance 2015-17.														
Staff Report														
The applicant is requesting the annexation of an undeveloped 7 +/- acre parcel located on the south side of Highway 50 approximately a half mile east of Highway 27. The property is within the City's Joint Planning Area and its Interlocal Service Boundary Agreement area. It is contiguous to the City on three sides--east, west and north of the subject property. Water and sewer are available to serve the property, and the site would be developed to City code. Annexation of this property is consistent with the Goals, Objectives and Policies of the comprehensive plan. Staff recommends approval of the annexation.														
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>Ordinance</td><td>ANN ORD 2015-17.doc</td></tr><tr><td>2.</td><td>Maps</td><td>Dougherty Maps.pdf</td></tr><tr><td>3.</td><td>Application</td><td>ANN application.pdf</td></tr><tr><td>4.</td><td>Legal ad</td><td>ANN legal ad.docx</td></tr></table>			1.	Ordinance	ANN ORD 2015-17.doc	2.	Maps	Dougherty Maps.pdf	3.	Application	ANN application.pdf	4.	Legal ad	ANN legal ad.docx
1.	Ordinance	ANN ORD 2015-17.doc												
2.	Maps	Dougherty Maps.pdf												
3.	Application	ANN application.pdf												
4.	Legal ad	ANN legal ad.docx												

CITY OF CLERMONT
ORDINANCE No. 2015-17

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

WHEREAS, the City Council of the City of Clermont, Florida has received a Petition for Annexation of a parcel of land contiguous to the present corporate limits under Section 171.044, Florida Statutes; and

WHEREAS, the City Council of the City of Clermont, Florida, has determined that it is in the best interest of the City and of the property herein sought to be annexed that the City annex the following described property; and

WHEREAS, the City Council has determined that the area sought to be annexed is contiguous to the City and is in need of the services which the City can offer and the City has determined that such area sought to be annexed will be substantially benefited by annexation; and

WHEREAS, the City Council has determined that all requirements of Section 171.044, Florida Statutes, have been met.

SECTION 1.

NOW, THEREFORE, BE IT ORDAINED, under the provisions of Florida Statute Chapter 171 and the General and Special Laws of the State of Florida; that the City of Clermont, Florida, does hereby annex to and make part of its corporate boundaries; the following described property contiguous to the present City boundary, to-wit:

Legal Description

In Section 29, Township 22 South, Range 26 East, of Lake County, FL, Begin at the NE corner of that part of Lake Highlands Plat, Tract 22 that is South of Florida Department of Transportation Right of Way, thence run 500.0' South along the East boundary of said Tract, then run North 89° 39' 36" West to the West boundary of said Tract, then north to FDOT ROW, thence East along said FDOT ROW to the POB.

Containing 7 acres, more or less

Note that Parcel Number provided by County indicates incorrectly Section 9 rather than Section 29.

(North half of Alternate Keys 1017629 and 1103916) South of S.R. 50, West of Sandy Grove Blvd., East of Ford of Clermont.

CITY OF CLERMONT
ORDINANCE No. 2015-17

SECTION 2.

That the aforescribed property shall be and hereby is made part and parcel of the City of Clermont, Florida, and that said property shall be subject to all of the laws, ordinances, and provisions pertaining to the City of Clermont.

SECTION 3.

All property aforescribed shall henceforth be subject to ad valorem taxation by the City of Clermont, and any other general or special taxes or assessments.

SECTION 4.

Should any section or part of a section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply or affect any other provision of this Ordinance, except to the extent that the entire section or part of the section may be separable in meaning and effect from the section to which such holding shall apply.

SECTION 5.

This Ordinance shall be recorded in the public records of Lake County, Florida.

SECTION 6.

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

CITY OF CLERMONT
ORDINANCE No. 2015-17

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-17

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 24th day of March, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Dan Mantzaris, City Attorney

Exhibit - Location Map
Rocky Mount Development

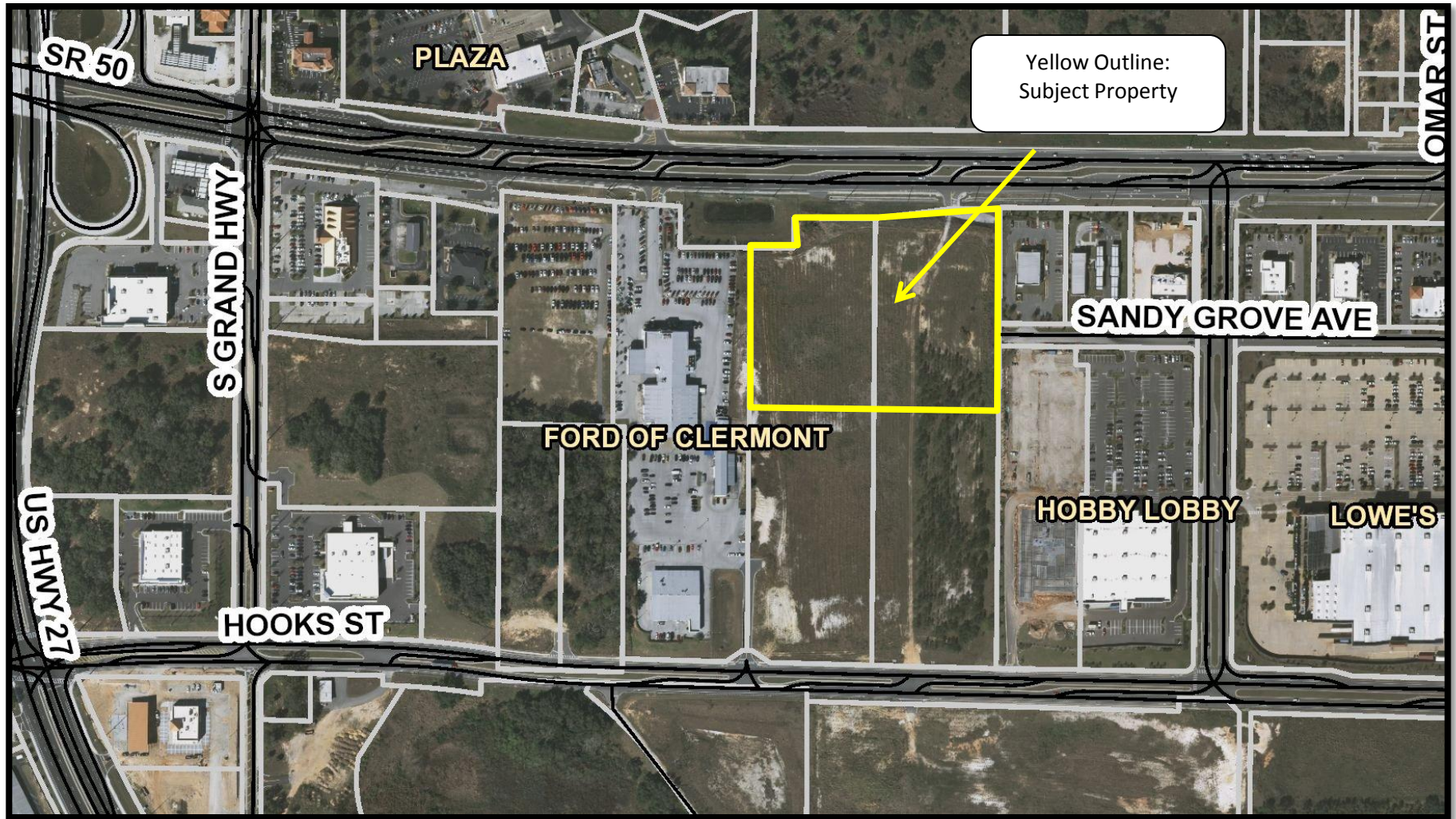


Exhibit – City of Clermont – Future Land Use Map Rocky Mount Development

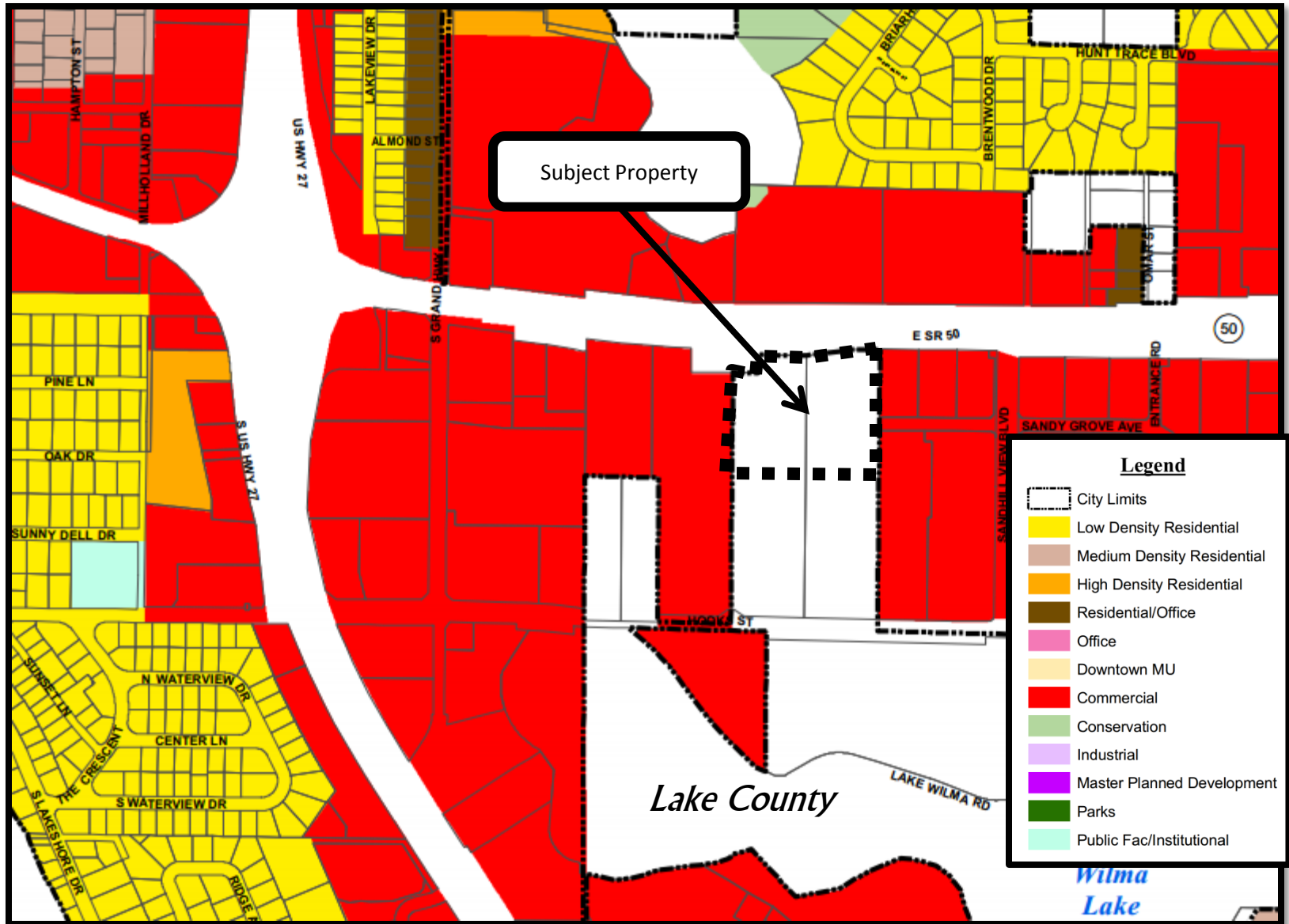
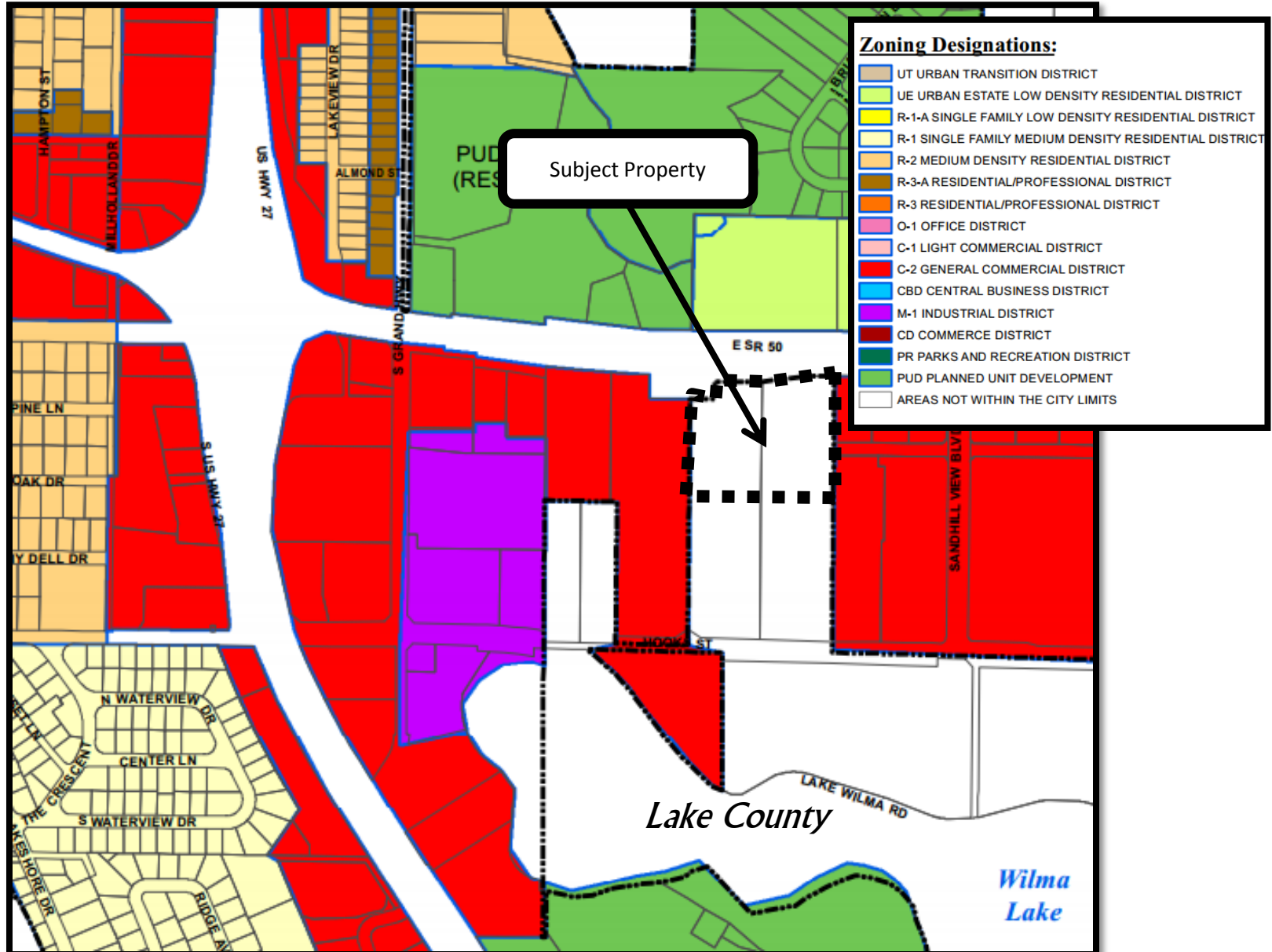


Exhibit – City of Clermont – Zoning Map Rocky Mount Development





**CITY OF CLERMONT
ANNEXATION
APPLICATION & PETITION**

DATE: January 29, 2015

FEE: \$50.⁰⁰

Please type or print – use black pen/ink only.

PROJECT NAME (if applicable): _____

APPLICANT: Rocky Mount Development Co., Inc.

Address: c/o Tom K. Dougherty, Attorney - 735 Almond Street, Suite A

City: Clermont State: FL Zip: 34711

Phone: 352-394-6151 Fax: 321-400-5188

Applicant is: Owner: X Agent: Purchaser: Lessee: Optionee:

OWNER: Same as Applicant

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

AGENT NAME (Affidavit required): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

Property address and/or general location: South side of SR 50 at the west end of Sandy Grove Avenue, just east of Ford of Clermont

Area of property: 7 +/- +/- acres, and/or _____ +/- sq. ft.

The property is PRESENTLY used for: Agricultural

The property is PROPOSED to be used for: Commercial usage

Existing Lake County Land Use*: Regional Commercial

Existing Lake County Zoning*: Agricultural

*** NOTE: All property annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.**

Number of existing structures on the property and their present use: None

State the reason or basis for this request: Owner desires annexation in order to utilize city utilities for new businesses.

EXACT LEGAL DESCRIPTION as shown on the Tax Receipt or Warrant Deed.
(attach copy).

Section 29, Township 22, Range 26

29-22-26, Begin at NE corner of that part of Lake Highlands Plat, Tract 22, that is South of F.D.O.T. ROW, thence run 500' South along the East boundary of said Tract, then run North 89-39-36 West to the West boundary of said Tract, then North to R.D.O.T. ROW, thence East along said F.D.O.T. Row to POB, Lake County, FL

*Note Parcel No. provided by Lake County incorrectly indicates Section 9, not 29.

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

**PETITION OF LANDOWNER(S) FOR ANNEXATION
OF CERTAIN PROPERTY TO THE CITY OF CLERMONT**

WE, the undersigned landowner(s) pursuant to the provisions of Chapter 59-1497 (Senate Bill No. 912), Laws of Florida, Regular Session 1959, entitled

AN ACT TO AMEND CHAPTER 9820, LAWS OF FLORIDA, SPECIAL ACT OF 1923, AS AMENDED, BEING THE CHARTER OF THE CITY OF CLERMONT, FLORIDA, TO PROVIDE ENABLING LEGISLATION FOR THE FUTURE ANNEXATION OF CONTIGUOUS TERRITORY BY PETITION AND CONSENT OF THE LANDOWNER(S) IN THE AREA SOUGHT TO BE ANNEXED: PROVIDING THAT SAID PROVISIONS SHALL BE CUMULATIVE: PROVIDING THAT THE PROPERTY ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY, AND PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL OF SUCH TERRITORY HAD BEEN A PART OF THE CITY OF CLERMONT AT THE TIME OF THE PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES, AND FIXING EFFECTIVE DATE,

hereby petition that the hereinafter described real estate be annexed to, and become a part of the city limits of the City of Clermont, a municipal corporation in Lake County, Florida, created and existing pursuant to Chapter 9820, Laws of Florida, Special Acts of 1923, and amendatory and supplementary acts thereto, and we, jointly and severally, consent to such annexation of such area to said City of Clermont and upon annexation sought by this petition, all of the property, real and personal, within such area, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties and privileges of said City of Clermont, Florida and the said property shall be liable, proportionally, for all the present outstanding and existing, as well as future, indebtedness of the said City of Clermont; that all of the ordinances of the City of Clermont and all laws heretofore passed by the Legislature of the State of Florida, relating to and which now or hereafter constitute its Charter shall apply to have the same force and effect in such territory as may be annexed under the provisions hereof as if all of such territory had been part of the City of Clermont at the time of the passage and approval of said laws and ordinances.

IN WITNESS WHEREOF, we, the undersigned landowners, as petitioners, have hereunto set our hands and seals as of the 2nd day of February, 2018.

Legal description of the property: (Type, print in black ink, or attach a copy of the warranty deed or current tax receipt).

Tom K. Dougherty

Landowner (Petitioner)

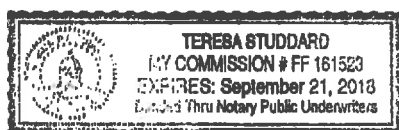
Date

2/2/18

Notary Public

My Commission Expires

09/21/18



OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: 2/2/18

Before me, the undersigned authority personally appeared Tom K. Dougherty
_____ (owner(s) name), who being by me duly sworn on
oath, deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires an ANNEXATION to allow:
utilization of City of Clermont utilities.

3. That said authority (owner) has appointed (agent's name) _____
_____ to act in its behalf to accomplish the above, and
before me the undersigned authorized agent personally appeared and being by me
duly sworn on oath, deposes and says:

A. That he/she affirms and certifies that he/she understands and will comply with all Ordinances, Regulations, and Provisions of the City of Clermont, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the City of Clermont, Florida, and are not returnable.

B. That the Submittal requirements for the application have been completed and attached hereto as part of that application.

X Tom K. Dougherty
Owner (signature)

X _____
Agent's (signature)

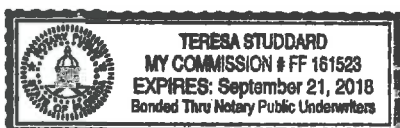
Sworn to and subscribed before
me this 2nd day of Feb.,
20 18.

Sworn to and subscribed before
me this _____ day of _____,
20 ____.

Notary Public, State of FL
My commission expires:

Notary Public, State of FL
My commission expires:

***Note:** Owner must sign affidavit. When agent is representing case, both agent and owner must sign affidavit.



LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday March 24, 2015 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2015-17

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

LOCATION:

(North half of Alternate Keys 1017629 and 1103916) South of S.R. 50, West of Sandy Grove Blvd., East of Ford of Clermont

LEGAL DESCRIPTION

In Section 29, Township 22 South, Range 26 East, of Lake County, FL, Begin at the NE corner of that part of Lake Highlands Plat, Tract 22 that is South of Florida Department of Transportation Right of Way, thence run 500.0' South along the East boundary of said Tract, then run North 89° 39' 36" West to the West boundary of said Tract, then north to FDOT ROW, thence East along said FDOT ROW to the POB.

Containing 7 acres, more or less

Note that Parcel Number provided by County indicates incorrectly Section 9 rather than Section 29.

See Map Below

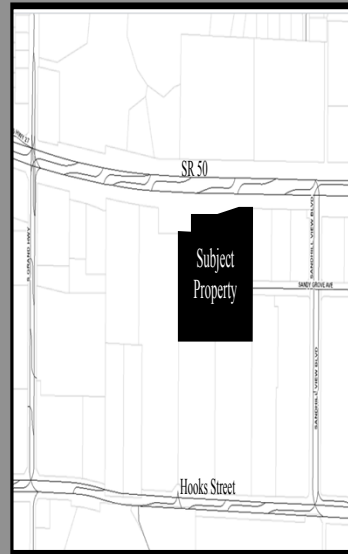
This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
March 10 and 17, 2015

Location Map:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 10, 2015		
Agenda Item Name		
Ordinance 2015-18; <i>Introduction</i> Dougherty		
Requested Action		
Move to introduce Ordinance 2015-18.		
Staff Report		
The applicant is requesting a future land use amendment to change the 7+/- acre parcel from Lake County Regional Commercial to the City's Commercial future land use category. The subject parcel is located on south side of Highway 50 approximately a half mile east of Highway 27. The property is currently vacant with planted pines. The applicant is proposing to develop the parcel as a commercial development fronting Highway 50. The applicant has also submitted applications for annexation and rezoning to C-2 Commercial. The subject parcel is contiguous to the City on three sides. The existing future land use in this area is predominantly Commercial. The property has City utilities available and would be developed to City standards. The City's Comprehensive Plan policies support this request. Staff recommends approval of the future land use map amendment from Lake County Regional Commercial to Commercial.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	CPA Ord. 2015-18.doc	
2. Maps	Dougherty Maps.pdf	
3. Site	Site.pdf	
4. Application	CPA application.pdf	
5. Legal ad	CPA Ad.docx	
6. Commercial FLU	Commercial FLU.pdf	

CITY OF CLERMONT
ORDINANCE No. 2015-18

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

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on June 23, 2009, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Comprehensive Plan of the City of Clermont may be amended pursuant to Florida Statute 163.3187; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Clermont have held public hearings on the proposed amendment to the plan in light of written comments, proposals and objections from the general public;

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

Section 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Future Land Use Map of the Comprehensive Plan of the City of Clermont is hereby amended by changing the following described property as shown:

LEGAL DESCRIPTION

In Section 29, Township 22 South, Range 26 East, of Lake County, FL, Begin at the NE corner of that part of Lake Highlands Plat, Tract 22 that is South of Florida Department of Transportation Right of Way, thence run 500.0' South along the East boundary of said Tract, then run North 89° 39' 36" West to the West boundary of said Tract, then north to FDOT ROW, thence East along said FDOT ROW to the POB.
Containing 7 acres, more or less

CITY OF CLERMONT
ORDINANCE No. 2015-18

Note that Parcel Number provided by County indicates incorrectly Section 9 rather than Section 29.

(North half of Alternate Keys 1017629 and 1103916) South of S.R. 50, West of Sandy Grove Blvd., East of Ford of Clermont

CHANGE IN FUTURE LAND USE CLASSIFICATION

FROM LAKE COUNTY REGIONAL COMMERCIAL
TO CITY OF CLERMONT COMMERCIAL

Section 2.

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

Section 3.

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

Section 4.

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



CITY OF CLERMONT
ORDINANCE No. 2015-18

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 24th day of March, 2015.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map
Rocky Mount Development

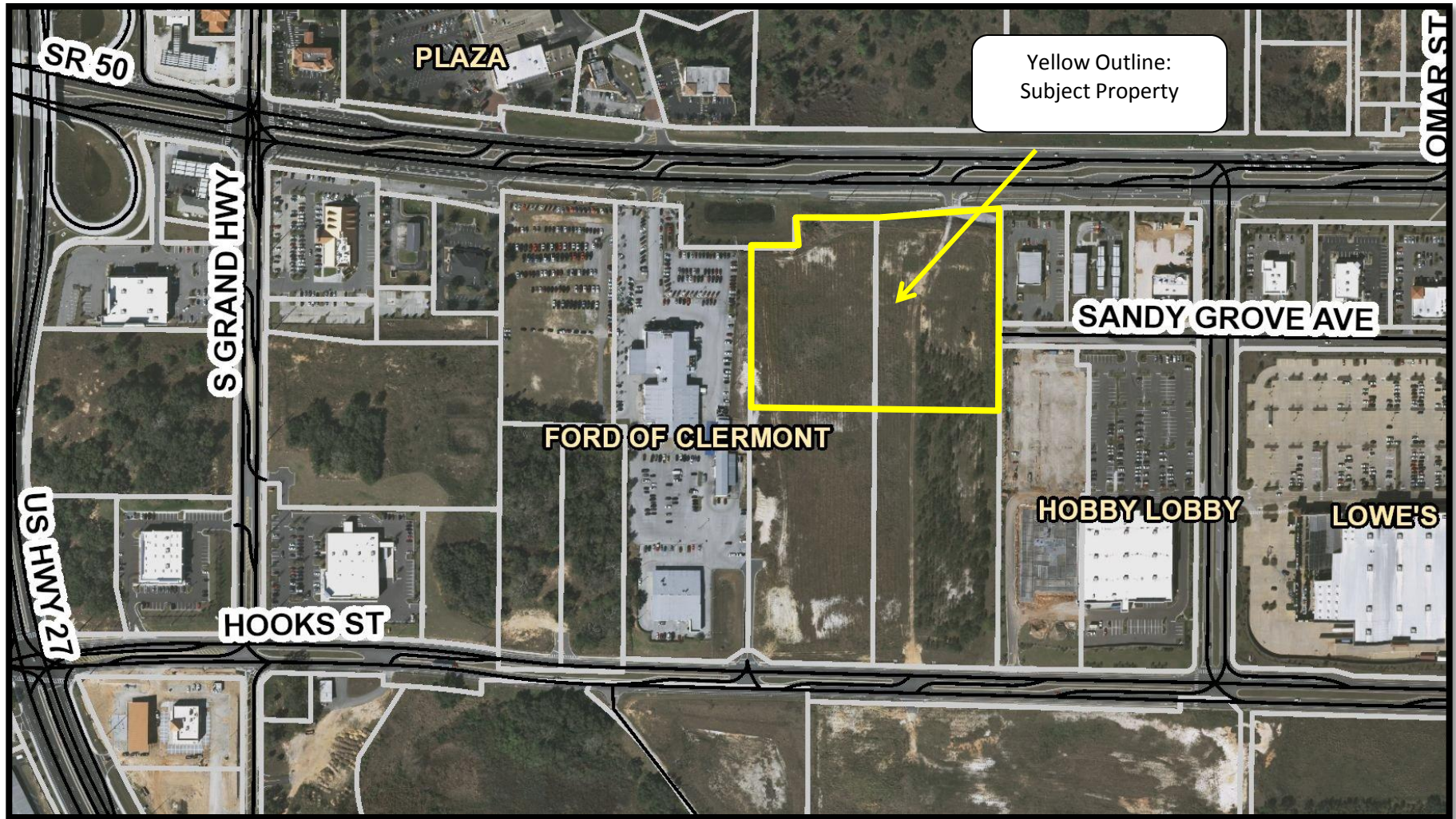


Exhibit – City of Clermont – Future Land Use Map Rocky Mount Development

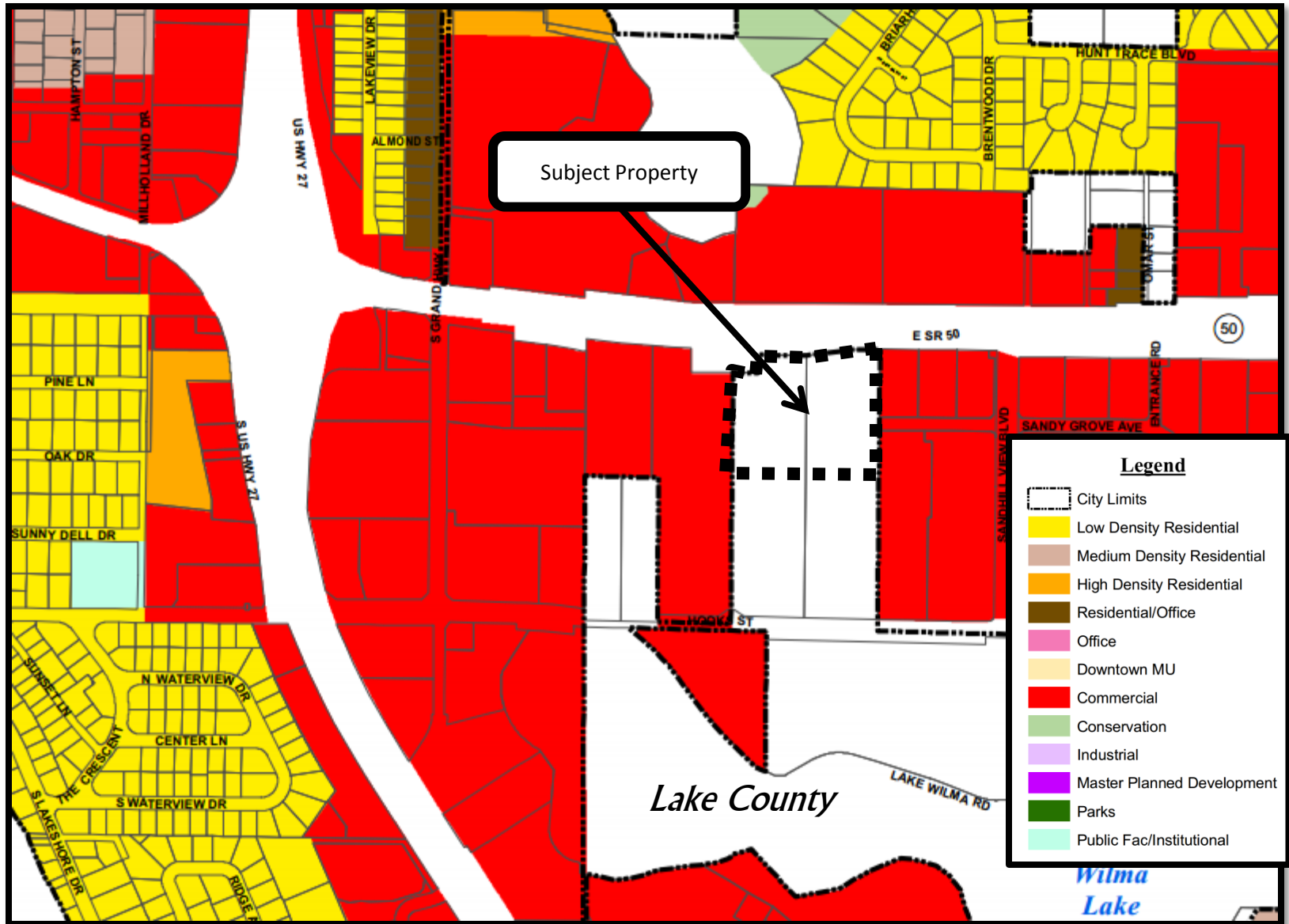
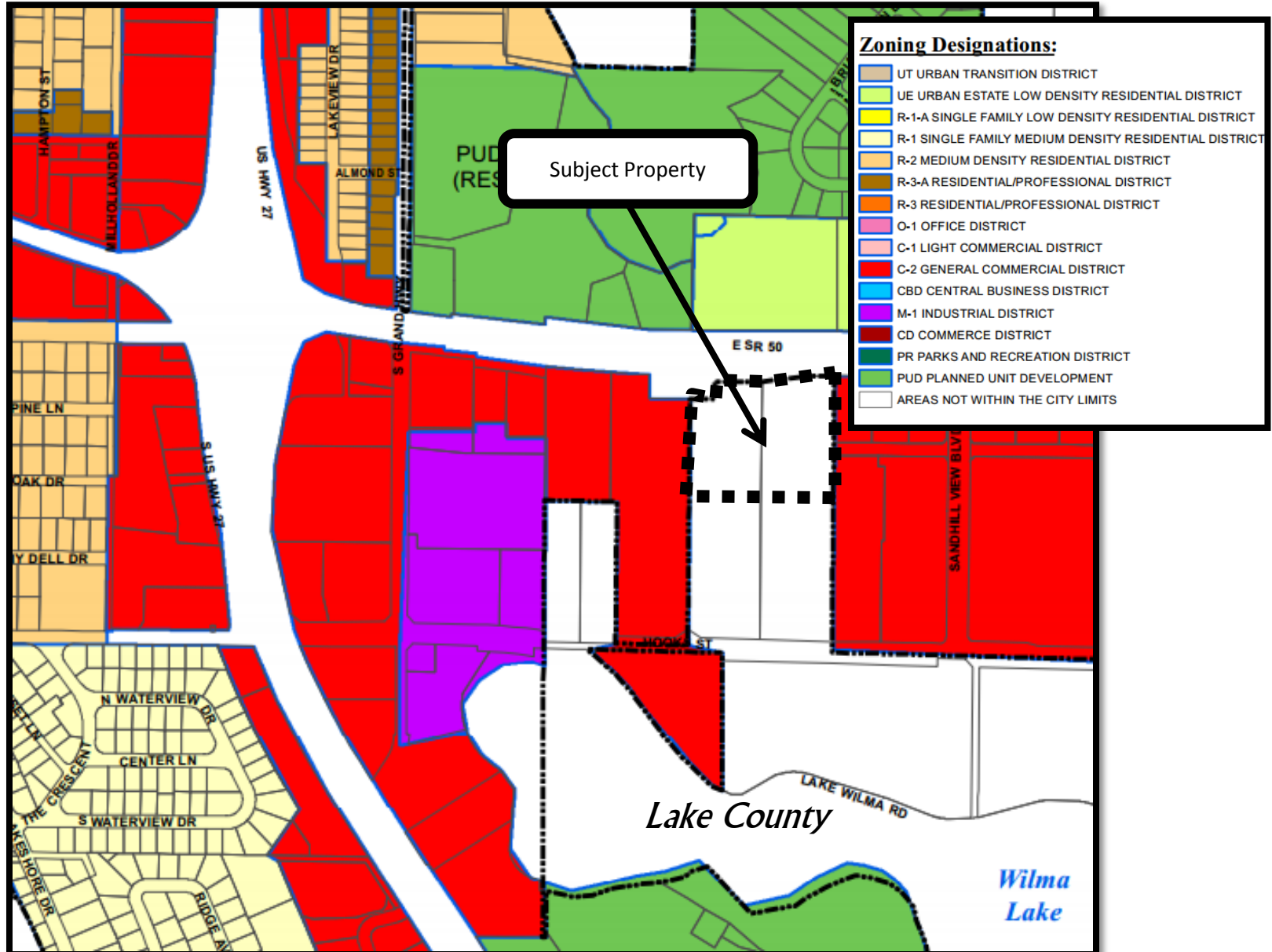


Exhibit – City of Clermont – Zoning Map Rocky Mount Development



THE ENGINEER HEREBY CERTIFIES THAT THE EXCLUSIVE COMMERCIAL CONCEPT AND PROPERTY RIGHTS TO THESE GRADINGS WHICH MAY BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER, ARE HEREBY ASSIGNED TO ANY PARTY WITHOUT THE ENGINEER'S WRITTEN CONSENT.



CONCEPTUAL MASTER PLAN S.R. 50 COMMERCIAL SUBDIVISION Section 9, Township 22S, Range 30E, Lake County, Florida		McCOY & ASSOCIATES ENGINEERS & LAND PLANNERS 732 4th STREET, CLERMONT, FL 34711 (352) 394-2700 info@mc-coy.com	Rhoden Land Surveying, Inc. 400 East Main Street Clermont, Florida 34711 (352) 394-0200	DATE DESCRIPTION REVISIONS
1 of 1	DATE 09/11/2018	PREPARED BY DATE 09/11/2018	CHECKED BY DATE 09/11/2018	REVISIONS

Legal description for Annexation into Clermont City Limits by Rocky Mount Development Co., Inc.

In Section 29, Township 22 South, Range 26 East, of Lake County, FL, Begin at the NE corner of that part of Lake Highlands Plat, Tract 22 that is South of Florida Department of Transportation Right of Way, thence run 500.0' South along the East boundary of said Tract, then run North 89° 39' 36" West to the West boundary of said Tract, then north to FDOT ROW, thence East along said FDOT ROW to the POB.

Note that Parcel Number provided by County indicates incorrectly Section 9 rather than Section 29.



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: January 29, 2015

FEE: \$500.00

Project Name (if applicable): _____

Applicant: Rocky Mount Development Co., Inc.

Contact Person: Tom Dougherty

Address: c/o Tom K. Dougherty, Attorney - 735 Almond Street, Suite A

City: Clermont State: FL Zip: 34711

Phone: 352-394-6151 Fax: 321-400-5188

E-Mail: tdough735@yahoo.com

OWNER: Rocky Mount Development Co., Inc.

Address: c/o Tom K. Dougherty, Attorney - 735 Almond Street

City: Clermont State: FL Zip: 34711

Phone: 352-394-6151 Fax: 321-400-5188

E-Mail: tdough735@yahoo.com

General Location: South side of SR 50 at the west end of Sandy Grove Avenue, just east of Ford of Clermont

Legal Description (include copy of survey): 9-22-26, Begin at the NE corner of that part of Lake Highlands Plat, Tract 22, that is S of F.D.O.T. ROW, thence run 500' S along the E boundary of said Tract, then run N 89-39-36 W to the W boundary of said Tract, then N to F.D.O.T. ROW, thence E along said F.D.O.T. ROW to the POB, Lake County, FL

Property size (in acres or square feet): _____

Flood hazard area (yes) _____ and approx. acreage 7 +/- (no) X

Existing (Actual) Land Use: Agricultural

Existing Zoning: Agricultural

Existing Future Land Use: Regional Commercial

Proposed Future Land Use: Commercial

Type of development proposed: Commercial

Proposed density (dwelling units/acre) or intensity: _____

Proposed Zoning District: Commercial

Summary of the proposed amendment content and effect that describes any changed conditions that would justify the proposed amendment, and why there is a need for the proposed amendment (use additional sheets if necessary).

Owner desires annexation in order to utilize city utilities for new businesses.

The City of Clermont may require additional information to justify, clarify or explain the necessity of the requested Comprehensive Plan Amendment which may include the following:

- Information regarding the compatibility of the proposed land use amendment(s) with the Goals, Objectives and Policies of the Future Land Use Element and any other affected comprehensive plan elements.
- A description of how the proposed amendment(s) will result in an orderly and logical development pattern with existing and proposed land use(s) of the area.
- A description of the present availability of, and estimated demand on the following public facilities: potable water, sanitary sewer, transportation system and recreation, as appropriate.

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

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

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

APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Tom K. Dougherty

_____, who being

by me first duly sworn on oath, deposes and says:

1. That he (she) affirms and certifies that he (she) understands and will comply with all ordinances, regulations and policies of Lake County, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his (her) knowledge and belief, and further, that this application and attachments shall become part of the official records of the City of Clermont, Florida, and are not returnable.
2. That he (she) desires a Future Land Use Amendment from
Lake County _____ to City of Clermont _____ for the
property legally described on the attachment of this application.
3. That the submittal requirements for the application have been completed and attached hereto as part of the application.

Tom K. Dougherty

Affiant - Applicant Name (print)

X

Tom K. Dougherty

Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 2nd day of February, 2018



X

[Signature]

Notary Public, State of Florida at Large

My Commission Expires: 09/21/18

OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Tom K. Dougherty

_____, who being

by me first duly sworn on oath, deposes and says:

1. That he (she) is the fee-simple owner of the property legally described on the attachment of this application.
2. That he (she) desires a Future Land Use Amendment from
Lake County _____ to City of Clermont _____ for the
property legally described on the attachment of this application.
3. That the owner of said property has appointed _____ to act as agent
on his (her) behalf to accomplish the above. The owner is required to complete the
APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his
(her) stead.

Tom K. Dougherty

Affiant - Applicant Name (print)

X

Tom K. Dougherty

Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 2nd day of February, 2015.



X

[Signature]

Notary Public, State of Florida at Large

My Commission Expires: 09/21/18

CITY OF CLERMONT

NOTICE OF PROPOSED LAND USE CHANGE

Small-Scale Comprehensive Plan Amendment

ORDINANCE NO. 2015-18

The City of Clermont will hold public hearings Tuesday, March 3, 2015 at 7 p.m. before the Planning and Zoning Commission; Tuesday, March 10, 2015 (1st reading of the adoption ordinance) and Tuesday, March 24, 2015 (final reading of the adoption ordinance) at 6:30 p.m. before the City Council to consider a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the 7+/-acre parcel below from Lake County Regional Commercial to Commercial. Alternate Keys 1017629 and 1103916

▷

***Location: South of S.R. 50, West of Sandy Grove Blvd.,
East of Ford of Clermont***

Ordinance #2015-18:

An ordinance of the City of Clermont, Florida, adopting the small-scale comprehensive plan amendment for the City of Clermont, Florida, pursuant to the Local Government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes; setting forth the purpose and intent of the small-scale comprehensive plan amendment; establishing the legal status of the small-scale comprehensive plan amendment; providing a severability clause; and providing an effective date.

The public hearings are in the Council chambers of City Hall, 685 W. Montrose Street, and are open to public comment. Please call (352) 241-7302 if you have any questions.

The proposed amendment may be inspected at the City's Development Services department (1st floor, City Hall) between 8 a.m. and 5 p.m. Monday-Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
February 20, 2015 and March 10, 2015

Objective 1.8: Office Land Use Category. The office category is established to provide for office uses in areas that transition to residential neighborhoods. Uses allowed in addition to offices are supportive accessory uses, churches and schools as conditional uses, minor public utilities (i.e., telephone switching stations, lift stations, drainage infrastructure, and similar facilities), parks and open space, municipal facilities and other civic and cultural uses subject to standards and performance criteria set forth in this plan and in the land development regulations.

Policy 1.8.1: Residential uses are not allowed in the office category.

Policy 1.8.2: Nursing homes, assisted living facilities and independent living facilities shall be permitted in all mixed-use land use categories as a PUD consistent with land development regulations and may have a maximum intensity of 3.0 FAR.

Objective 1.9: Commercial Land Use Category. The commercial category is established to assure availability of sufficient office and commercial sites to serve the needs of the existing and projected population. In addition to office and commercial uses, residential uses are allowed, preferably as mixed-use, high-density developments, as well as supportive accessory uses, churches and schools as conditional uses, minor public utilities (i.e., telephone switching stations, lift stations, drainage infrastructure, and similar facilities), parks and open space, municipal facilities and other civic and cultural uses subject to standards and performance criteria set forth in this plan and in the land development regulations.

Policy 1.9.1: The commercial land use category shall accommodate activities such as general retail sales and services, professional and business offices, personal services and limited residential use. Based on current land use trends, the City estimates that the mix of uses will be 90 percent office and commercial uses and 10 percent residential, public facilities/institutional and recreation uses.

Policy 1.9.2: The maximum intensity of commercial development shall be limited to 0.25 FAR. Residential development shall be limited to 12 units per acre; however, densities higher than eight units per acre shall require a conditional use permit.

Policy 1.9.3: Hotels and hospitals shall be allowed as a conditional use within the commercial land use category and shall be limited to a maximum intensity of 3.0 FAR.

Policy 1.9.4: Nursing homes, assisted living facilities and independent living facilities shall be permitted in the commercial land use category as a PUD consistent with land development regulations and may have a maximum intensity of 3.0 FAR.

Objective 1.10: Industrial Land Use Category. The industrial category is established to provide sufficient land for existing and anticipated future industrial needs and requisite support services.

Policy 1.10.1: Residential uses are not allowed in the industrial category.

Policy 1.10.2: Uses allowed in the industrial category include manufacturing, assembling and distribution activities; warehousing and storage activities; general commercial activities; and other similar land uses which shall be regulated through appropriate land development regulations. Heavy metal fabrication, batch plants, salvage yards, chemical or petroleum



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date																	
Tuesday, March 10, 2015																	
Agenda Item Name																	
Ordinance 2015-19; <i>Introduction</i> Dougherty																	
Requested Action																	
Move to introduce Ordinance 2015-19.																	
Staff Report																	
The applicant is proposing a commercial development consisting of 7 +/- acres on the south side of Highway 50, approximately a half mile east of Highway 27. The property currently has planted pines and is in unincorporated Lake County. The applicant has also submitted applications for annexation and a Small Scale Comprehensive Plan Amendment to assign a City future land use of Commercial. The subject parcel is between existing C-2 General Commercial properties within the City. The applicant would like to develop the property with similar uses and is requesting a rezoning to the same C-2 General Commercial zoning district. City utilities are available to serve the development. Staff believes the proposed C-2 zoning would be consistent with the existing development pattern that surrounds the property to the east and west and would provide infill development. Staff recommends approval of the rezoning change from UE Urban Estate Low Density Residential to C-2 General Commercial zoning district.																	
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>Ordinance</td><td>REZ ORD 2015-19.doc</td></tr><tr><td>2.</td><td>Maps</td><td>Dougherty Maps.pdf</td></tr><tr><td>3.</td><td>Site</td><td>Site.pdf</td></tr><tr><td>4.</td><td>Application</td><td>REZ application.pdf</td></tr><tr><td>5.</td><td>Legal ad</td><td>REZ legal ad.docx</td></tr></table>			1.	Ordinance	REZ ORD 2015-19.doc	2.	Maps	Dougherty Maps.pdf	3.	Site	Site.pdf	4.	Application	REZ application.pdf	5.	Legal ad	REZ legal ad.docx
1.	Ordinance	REZ ORD 2015-19.doc															
2.	Maps	Dougherty Maps.pdf															
3.	Site	Site.pdf															
4.	Application	REZ application.pdf															
5.	Legal ad	REZ legal ad.docx															

CITY OF CLERMONT
ORDINANCE No. 2015-19

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

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1:

The official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

In Section 29, Township 22 South, Range 26 East, of Lake County, FL, Begin at the NE corner of that part of Lake Highlands Plat, Tract 22 that is South of Florida Department of Transportation Right of Way, thence run 500.0' South along the East boundary of said Tract, then run North 89° 39' 36" West to the West boundary of said Tract, then north to FDOT ROW, thence East along said FDOT ROW to the POB.

Containing 7 acres, more or less

Note that Parcel Number provided by County indicates incorrectly Section 9 rather than Section 29.

(North half of Alternate Keys 1017629 and 1103916) South of S.R. 50, West of Sandy Grove Blvd., East of Ford of Clermont

From: UE Urban Estate
To: C-2 General Commercial

SECTION 2:

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

SECTION 3:

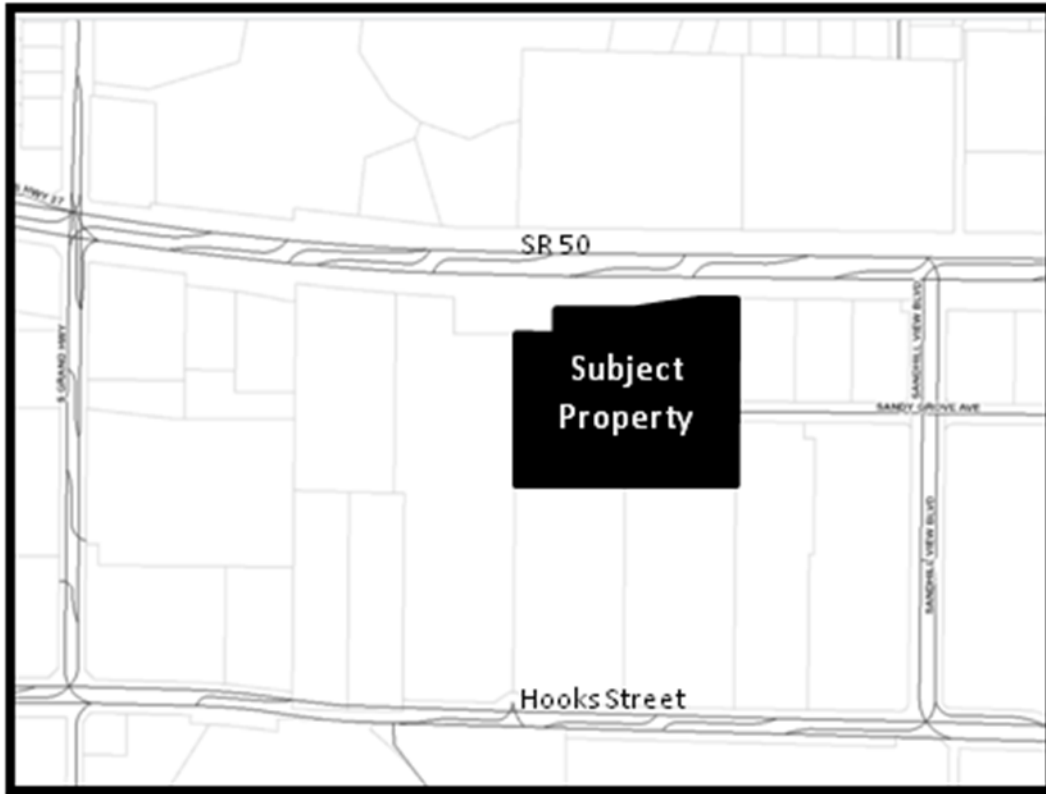
Should any section or part of this section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire section or part of the section may be inseparable in meaning and effect from the section to which such holding shall apply.

SECTION 4:

CITY OF CLERMONT
ORDINANCE No. 2015-19

The provisions of this Ordinance shall be effective as provided by law.

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-19

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form:

Dan Mantzaris, City Attorney

Exhibit - Location Map
Rocky Mount Development

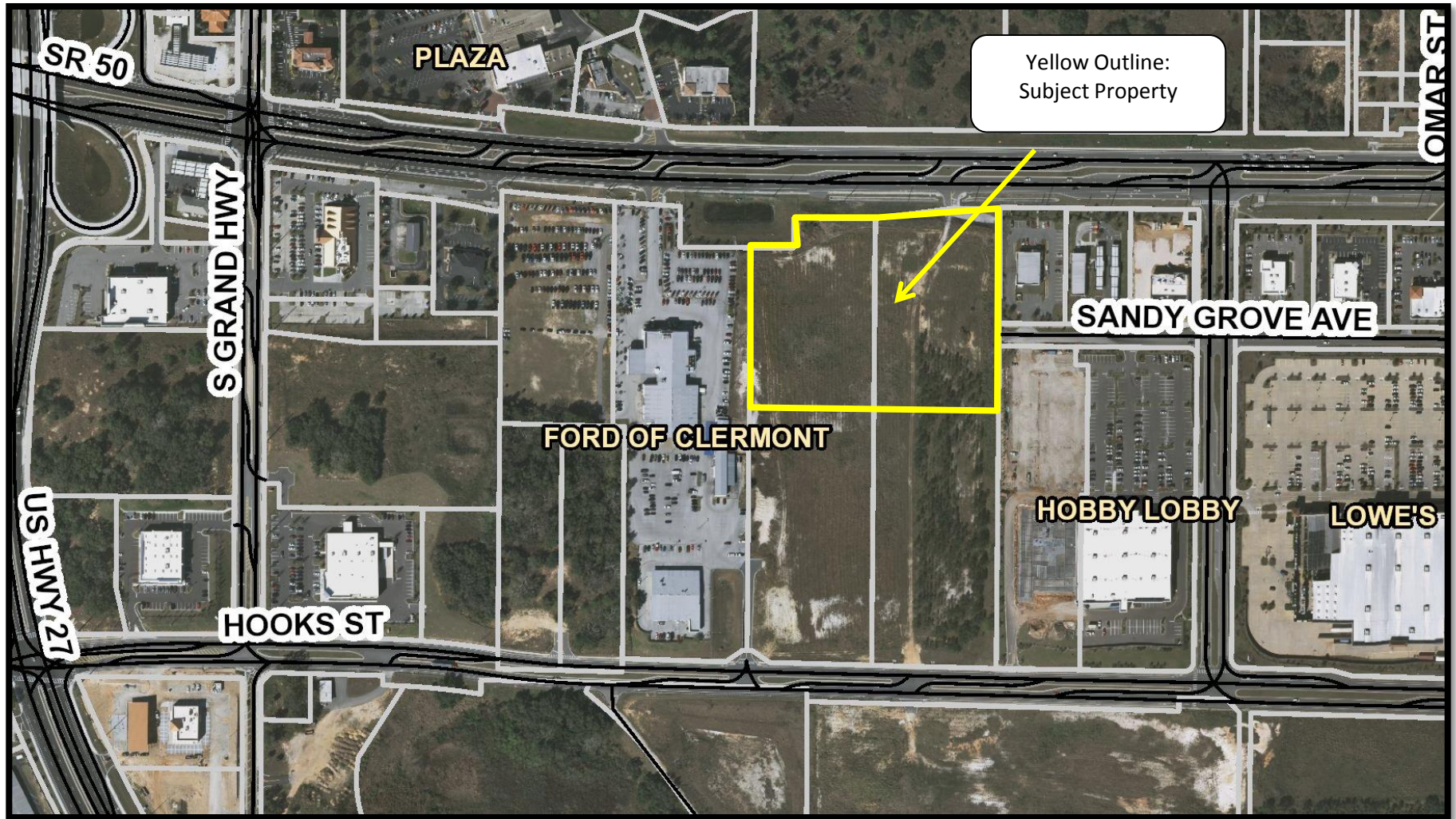


Exhibit – City of Clermont – Future Land Use Map Rocky Mount Development

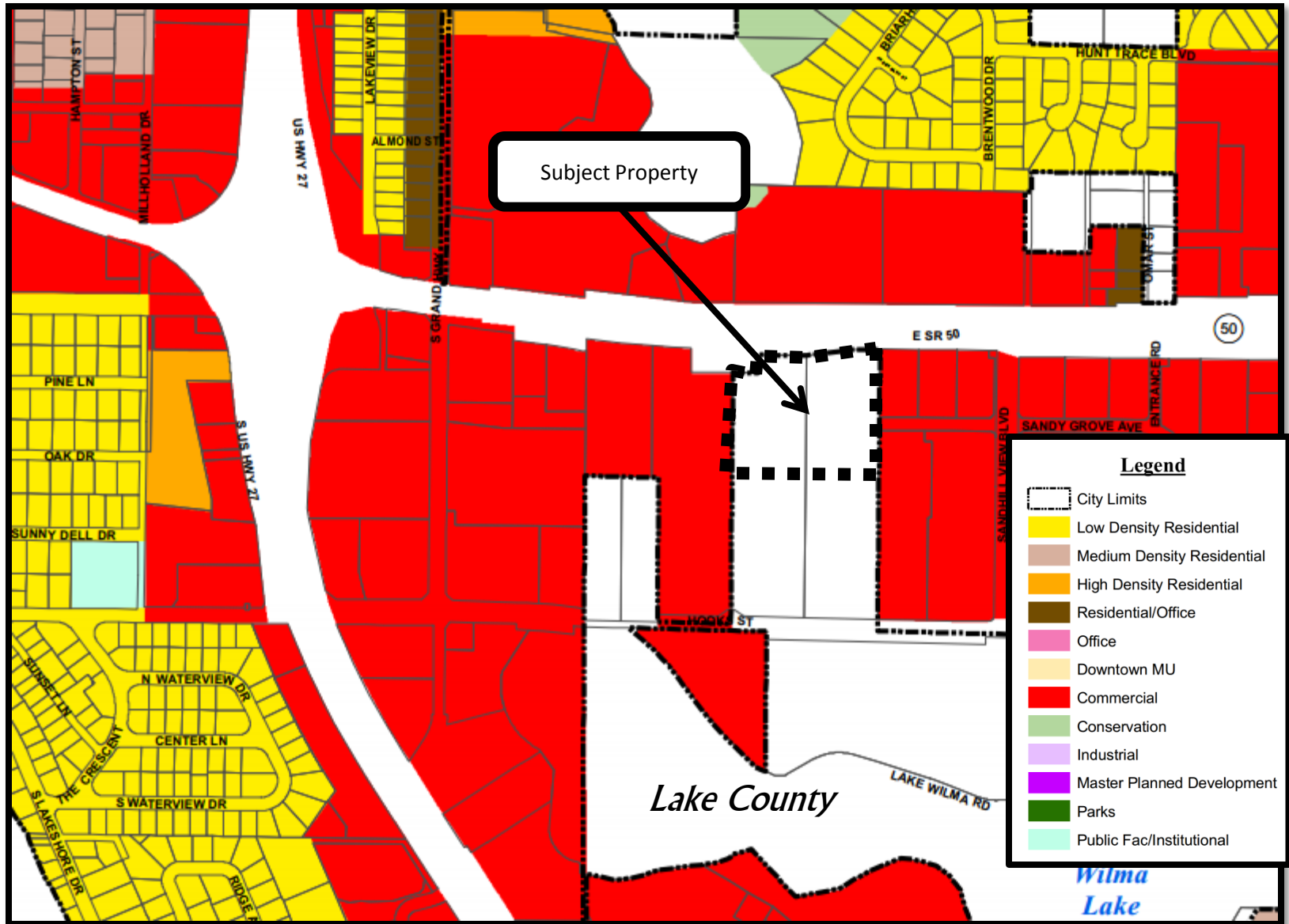
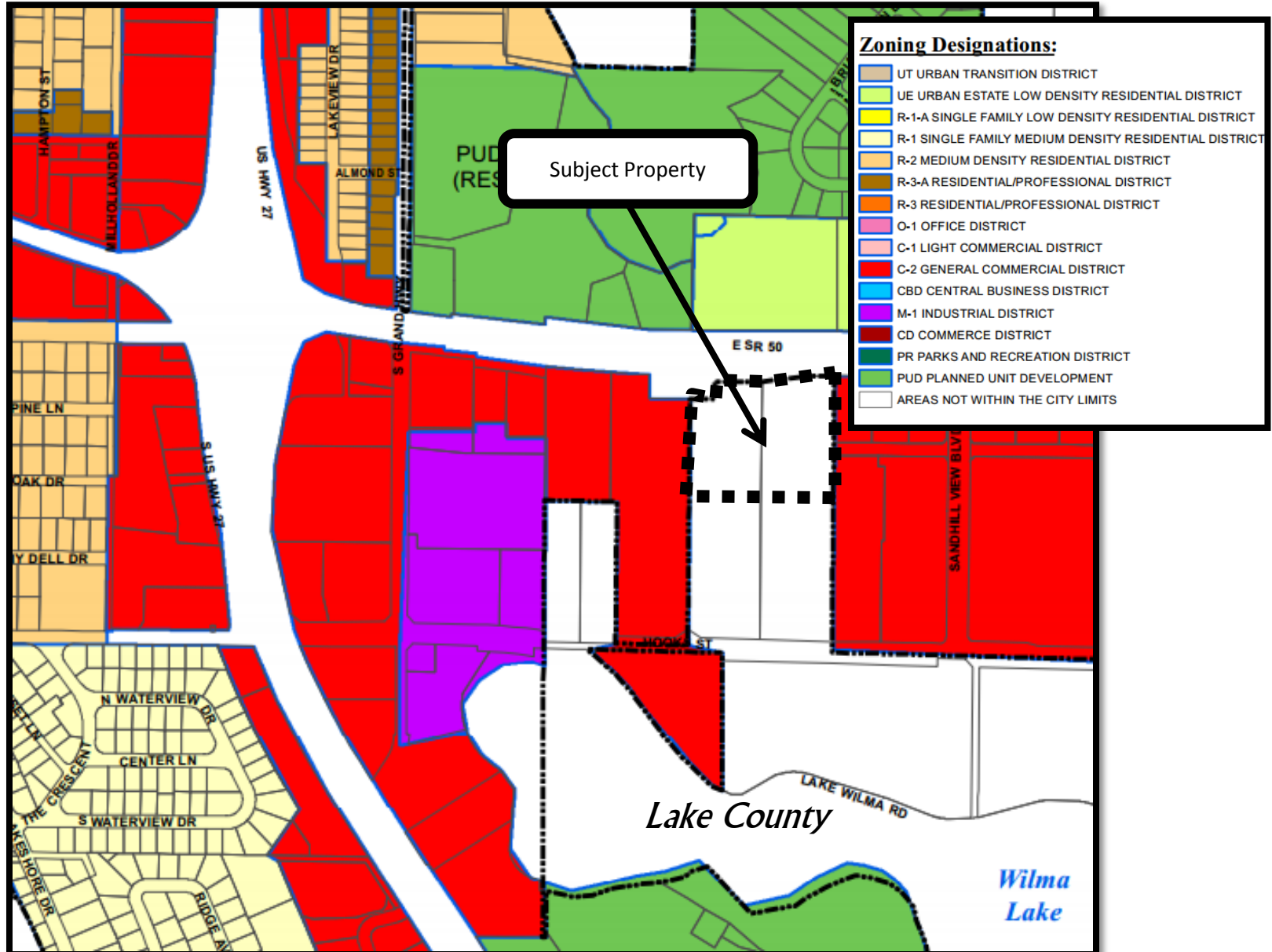


Exhibit – City of Clermont – Zoning Map Rocky Mount Development



THE ENGINEER HEREBY CERTIFIES THAT THE EXCLUSIVE COMMERCIAL CONCEPT AND PROPERTY RIGHTS TO THESE GRADINGS WHICH MAY BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER, ARE HEREBY ASSIGNED TO ANY PARTY WITHOUT THE ENGINEER'S WRITTEN CONSENT.



CONCEPTUAL MASTER PLAN S.R. 50 COMMERCIAL SUBDIVISION Section 9, Township 22S, Range 30E, Lake County, Florida		McCOY & ASSOCIATES ENGINEERS & LAND PLANNERS 732 4th STREET, CLERMONT, FL 34711 (352) 394-2755 mccoylevel.net	Rhoden Land Surveying, Inc. 400 East Manassas Ave. Clermont, Florida 34711 (352) 304-0200	DATE DESCRIPTION REVISIONS
1 of 1	DATE 11-01-18 PREPARED BY DATE 11-01-18 CHECKED BY DATE 11-01-18 APPROVED BY DATE 11-01-18			

Legal description for Annexation into Clermont City Limits by Rocky Mount Development Co., Inc.

In Section 29, Township 22 South, Range 26 East, of Lake County, FL, Begin at the NE corner of that part of Lake Highlands Plat, Tract 22 that is South of Florida Department of Transportation Right of Way, thence run 500.0' South along the East boundary of said Tract, then run North 89° 39' 36" West to the West boundary of said Tract, then north to FDOT ROW, thence East along said FDOT ROW to the POB.

Note that Parcel Number provided by County indicates incorrectly Section 9 rather than Section 29.



CITY OF CLERMONT
REZONING
APPLICATION

DATE: January 29, 2015

FEE: \$350.⁰⁰

PROJECT NAME (if applicable): _____

APPLICANT: Rocky Mount Development Co., Inc.

CONTACT PERSON: Tom Dougherty

Address: c/o Tom K. Dougherty, Attorney - 735 Almond Street, Suite A

City: Clermont State: FL Zip: 34711

Phone: 352-394-6151 Fax: 321-400-5188

E-Mail: tdough735@yahoo.com

OWNER: Same as Applicant

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Address of Subject Property: South side of SR 50 at the west end of Sandy Grove Avenue,

Legal Description (include copy of survey): 29-22-26, Begin at the NE Corner of that part of Lake Highlands Plat, Tract 22 that is S of F.D.O.T. ROW, thence run 500' S along the East boundary of said Tract, thence run N 89-39-36 W to the W boundary of said Tract, then N to F.D.O.T. ROW, thence E along said F.D.O.T. ROW to the POB, Lake Co., FL ** Note Parcel No. provided by Lake County incorrectly indicated Section 9, not 29.

Acreage: 7+/-

Land Use: Regional Commercial

(City verification required)

Present Zoning: Agricultural

(City verification required)

Proposed Zoning: Agricultural C2

CITY OF CLERMONT
REZONING
APPLICATION
Page 2

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

What are you proposing to do that would require a rezoning?

Annexation from Lake County in order to utilize city utilities for new businesses.

Tom K. Dougherty
Applicant Name (print)

X Tom K. Dougherty
Applicant Name (signature)

Tom K. Dougherty
Owner Name (print)

X Tom K. Dougherty
Owner Name (signature)

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

LEGAL NOTICE

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

ORDINANCE NO. 2015-19

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

LOCATION

(North half of Alternate Keys 1017629 and 1103916) South of S.R. 50, West of Sandy Grove Blvd., East of Ford of Clermont

LEGAL DESCRIPTION

In Section 29, Township 22 South, Range 26 East, of Lake County, FL, Begin at the NE corner of that part of Lake Highlands Plat, Tract 22 that is South of Florida Department of Transportation Right of Way, thence run 500.0' South along the East boundary of said Tract, then run North 89° 39' 36" West to the West boundary of said Tract, then north to FDOT ROW, thence East along said FDOT ROW to the POB.

Containing 7 acres, more or less

Note that Parcel Number provided by County indicates incorrectly Section 9 rather than Section 29.

FROM UE Urban Estate
TO C-2 General Commercial

This request will be considered by the Planning & Zoning Commission on Tuesday, March 3, 2015 at 7:00 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, March 24, 2015 at 6:30 p.m. for final enactment.

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

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

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

Tracy Ackroyd, MMC
City Clerk

▯

Daily Commercial
February 24, 2015 and March 10, 2015

▯