



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, April 14, 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

PROCLAMATION

John Schmid

Safe Digging Month

Water Conservation Month

Child Abuse Prevention Month

PRESENTATIONS

Police Officer Award Presentations

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 - Meeting Minutes

Consider request to approve minutes of the November 12, 2014 Regular Council meeting.

Item No. 2 - Contract Award

Consider request to piggyback the City of Orlando contract with Layne Inliner, LLC. to provide storm line rehabilitation cleaning and video recording.

Item No. 3 - Contract Award

Consider request to piggyback County of Roanoke contract with Otto Environmental Systems (NC), LLC. to purchase refuse carts on an as-needed basis.

**CITY OF CLERMONT
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| Item No. 4 - Contract Addendum and Name Change | Consider request for contractor name change from TS Staffing Services, Inc. to Infinity Solutions, LLC d/b/a Lyneer Staffing Solutions. |
| Item No. 5 - Surplus Request | Consider request to declare end of life inventory as surplus from various departments and dispose of in accordance with the Purchasing Policy. |
| Item No. 6 - Temporary Use of Commercial Space | Consider request to allow American Legion Post 55 temporary occupancy of a commercial unit located at 1203 West Highway 50. |

UNFINISHED BUSINESS

- | | |
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| Item No. 7 - Resolution No. 2015-07
Harvest Landing | Consider request for an amendment to a Conditional Use Permit (Resolution 2013-25) to allow a Planned Unit Development. |
| Item No. 8 - Ordinance No. 2015-14; <i>Transmittal Hearing</i>
Plaza Collina
<i>Table to April 28</i> | Consider introduction of Ordinance to change the future land use from Lake County Regional Commercial to City of Clermont Master Planned Development for property located north of State Road 50, west of the Orange County line, and south of Old Highway 50. |

NEW BUSINESS

- | | |
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| Item No. 9 - On-Street Parking
<i>Desoto St. & Montrose St./5th Street</i> | Consider proposed changes from angle parking spaces to parallel parking spaces on Desoto Street and West Montrose Street. |
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Item No. 10 - Variance Request
Landry

Consider variance request to allow for a front yard setback of 27 feet for property located at 1875 Johnson Drive.

Item No. 11 - Variance Request
Culver's

Consider variance request to allow a monument sign to exceed 8 feet in height for property located at 1431 Johns Lake Road.

Item No. 12 - Ordinance No. 2015-20; *Introduction*
Don Mealey Chevrolet

Consider introduction of Ordinance to annex property located at 14138 State Road 50, in accordance with the Interlocal Service Boundary Agreement (ISBA).

Item No. 13 - Ordinance No. 2015-21; *Introduction*
Don Mealey Chevrolet

Consider introduction of Ordinance to change the future land use from Lake County Regional Commercial to City Commercial for property located at 14138 State Road 50.

Item No. 14 - Ordinance No. 2015-22; *Introduction*
Don Mealey Chevrolet

Consider introduction of Ordinance to change the zoning from UE Urban Estate to C-2 General Commercial for property located at 14138 State Road 50.

Item No. 15 - Ordinance No. 2015-23; *Introduction*
Clermont Nissan

Consider introduction of Ordinance to annex property located at 16005 State Road 50, in accordance with the Interlocal Service Boundary Agreement (ISBA).

Item No. 16 - Ordinance No. 2015-24; *Introduction*
Clermont Nissan

Consider introduction of Ordinance to change the future land use from Lake County Regional Commercial to City Commercial for property located at 16005 State Road 50.

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Item No. 17 - Ordinance No. 2015-25; *Introduction*
Clermont Nissan

Consider introduction of Ordinance to change the zoning from UE Urban Estate to C-2 General Commercial for property located at 16005 State Road 50.

Item No. 18 - Ordinance No. 2015-26; *Introduction*
Headquarter Honda

Consider introduction of Ordinance to annex property located at 17700 State Road 50, in accordance with the Interlocal Service Boundary Agreement (ISBA).

Item No. 19 - Ordinance No. 2015-27; *Introduction*
Headquarter Honda

Consider introduction of Ordinance to change the future land use from Lake County Regional Commercial to City Commercial for property located at 17700 State Road 50.

Item No. 20 - Ordinance No. 2015-28; *Introduction*
Headquarter Honda

Consider introduction of Ordinance to change the zoning from UE Urban Estate to C-2 General Commercial for property located at 17700 State Road 50.

Item No. 21 - Ordinance No. 2015-29; *Introduction*
Napleton Clermont and Lake County Sheriff's
Office
Withdrawn

Consider introduction of Ordinance to annex properties located at 15855 and 15859 State Road 50, in accordance with the Interlocal Service Boundary Agreement (ISBA).

Item No. 22 - Ordinance No. 2015-30; *Introduction*
Napleton Clermont and Lake County Sheriff's
Office
Withdrawn

Consider introduction of Ordinance to change the future land use from Lake County Regional Commercial to City Commercial for properties located at 15855 and 15859 State Road 50.

Item No. 23 - Ordinance No. 2015-31; *Introduction*
Napleton Clermont and Lake County Sheriff's
Office
Withdrawn

Consider introduction of Ordinance to change the zoning from UE Urban Estate to C-2 General Commercial for properties located at 15855 and 15859 State Road 50.

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Item No. 24 - Ordinance No. 2015-38; *Introduction*
East Towne Center

Consider introduction of Ordinance to annex property located at 13900 County Road 455 and 13910 & 16705 State Road 50, in accordance with the Interlocal Service Boundary Agreement (ISBA).

Item No. 25 - Ordinance No. 2015-39; *Introduction*
East Towne Center

Consider introduction of Ordinance to change the future land use from Lake County Regional Commercial to City Commercial for properties located at 13900 County Road 455 and 13910 & 16705 State Road 50.

Item No. 26 - Ordinance No. 2015-40; *Introduction*
East Towne Center

Consider introduction of Ordinance to change the zoning from UE Urban Estate to C-2 General Commercial for properties located at 13900 County Road 455 and 13910 & 16705 State Road 50.

ADJOURN

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

Please be advised that if you intend to show any document, picture, video or items to the Council or Board in support or opposition to any item on the agenda; a copy of the document, picture, video or item must be provided to the City Clerk for the City's records.

City of Clermont
Proclamation
Honoring John Schmid

Whereas, John Schmid is a certified general contractor in Florida, Georgia, Alabama, North Carolina, and Tennessee; and

Whereas, Mr. Schmid is a co-founder and the President of Schmid Construction, and a partner in Schmid Properties; and

Whereas, under his leadership, Schmid Construction has grown to be one of the most successful general contractors in the Southeast United States; and

Whereas, Schmid Construction was honored as the 2014 South Lake Chamber's Business of the year; and

Whereas, John Schmid earned his Bachelor of Science in Business Administration at the University of Central Florida and his Master's degree at the Florida Institute of Technology; and

Whereas, he was the 2014 University of Central Florida Entrepreneur of the Year for the College of Business; and

Whereas, John Schmid was inducted into the 2015 University of Central Florida's Business Hall of Fame;

Now, Therefore, Be It Proclaimed that the City of Clermont is proud of the accomplishments of John Schmid, to include induction into the 2015 University of Central Florida's Business Hall of Fame.

In Witness Whereof, I, Gail L. Ash, Mayor of the City of Clermont, set my hand and caused the Great Seal of the City of Clermont to be affixed this 14th day of April in the year two thousand fifteen.

ATTEST:

Gail L. Ash, Mayor

Tracy Ackroyd, MMC
City Clerk

City of Clermont

Proclamation

WHEREAS, each year, Florida's vital underground utility infrastructure is jeopardized by unintentional damage by those who fail to call 811 to have underground lines located prior to digging; and

WHEREAS, undesired consequences such as utility service interruption, damage to the environment, personal injury and even death are the potential results of failing to locate underground lines before digging; and

WHEREAS, Sunshine 811 and its 943 members promote the national call-before-you-dig number, 811, in an effort to prevent these damages; and

WHEREAS, designated by the Federal Communications Commission in 2005, 811 provides excavators and homeowners a simple, toll-free number to call and request utility line locations at the intended dig site; and

WHEREAS, through education on safe digging practices, excavators and homeowners can save time and money and prevent serious injury to themselves and others by calling 811 before beginning any digging project, waiting two full business days for locate marks, verifying the utility responses, protecting the marks so they remain visible throughout the project, and finally, digging with care around the marks; and

WHEREAS, all parties agree that safe digging is a shared responsibility;

NOW, THEREFORE, I, Gail L. Ash, Mayor of the City of Clermont, do hereby extend greetings and best wishes to all observing April 2015 as

SAFE DIGGING MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Clermont to be affixed this 14th day of April, two thousand fifteen.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, MMC
City Clerk

City of Clermont
Proclamation
Water Conservation Month

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, the State of Florida, Water Management Districts and the City of Clermont are working together to increase awareness about the importance of water conservation; and

WHEREAS, the City of Clermont and the State of Florida has designated April; typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

WHEREAS, the City of Clermont has always encouraged and supported water conservation through various educational programs and special events; and

WHEREAS, every business, industry, school and citizen can make a difference when it comes to conserving water; and

WHEREAS, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

NOW, THEREFORE, be it resolved by virtue of the authority vested in me as Mayor of the City of Clermont, I do hereby proclaim the month of April as

Water Conservation Month

The City of Clermont, Florida is calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

IN WITNESS WHEREOF, I, Gail L. Ash, Mayor of the City of Clermont, have hereunto set my hand and caused the Seal of the City of Clermont to be affixed this 14th day of April, two thousand fifteen.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, MMC
City Clerk

City of Clermont Proclamation

WHEREAS, every child deserves a promise of love and protection and Florida's prosperity depends on fostering the health development of its four million children currently living, growing and learning within our many diverse communities; and

WHEREAS, we must make children a top priority and take action to support the physical, social, emotional and educational development and competency of all children; and

WHEREAS, research demonstrates that safe and nurturing relationships and stimulating and stable environments improve brain development and overall child well being, while neglectful and abusive experiences and unstable, stressful environments erode positive childhood outcomes; and

WHEREAS, abuse and neglect of children can severely impact a child's physical, mental, and emotional well-being, including school failure and criminal behavior that, in turn, causes lasting trauma and economic hardships, affecting all of society; and

WHEREAS, research also shows that effective child abuse prevention programs succeed due to partnerships and alliances among parents, state agencies, schools, faith based, non-profit and business organizations, law enforcement and the judicial system; and that parents and caregivers who are connected to their local communities are more resilient and better able to provide safe environments and nurturing experiences for their children; and

WHEREAS, during the month of April, the Florida Department of Children and Families, along with Prevent Child Abuse, will be engaging communities throughout Florida to renew a collaborative commitment to break the cycle of abuse and neglect, to coordinate efforts to promote awareness of healthy child development, and to empower positive parenting practices and the types of concrete support families need within their communities;

NOW, THEREFORE, I, Gail L. Ash, Mayor of the City of Clermont, do hereby proclaim the month of April as

Child Abuse Prevention Month

IN WITNESS WHEREOF, I, Gail L. Ash, Mayor of the City of Clermont, have hereunto set my hand and caused the Seal of the City of Clermont to be affixed this 14th day of April, two thousand fifteen.

ATTEST:

Gail L. Ash, Mayor

Tracy Ackroyd, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date			
Tuesday, April 14, 2015			
Agenda Item Name			
Police Officer Award Presentations			
Requested Action			
Staff Report			
Presentation of Supervisor of the Year, Officer of the Year, Civilian of the year and Life Saving Awards			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 12, 2014

The Clermont City Council met in a regular meeting on Wednesday, November 12, 2014 in the Council Chambers at City Hall. Mayor Turville called the meeting to order at 7:00 pm with the following Council Members present: Council Members Goodgame, Mullins, Bates and VanWagner. Other City officials present were: City Manager Gray, City Attorney Mantzaris and City Clerk Ackroyd.

INVOCATION

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

PROCLAMATIONS

Mayor Turville read and presented Dolores Gano Walker with a proclamation recognizing her contributions and her induction into the Lake County Women's Hall of Fame. Council Member Goodgame extended appreciation for all her years of service to the Historical Society. City Manager Gray announced Lake County will induct Dolores into the Women's Hall of Fame on December 2 at 9am.

City Manager Gray presented a plaque to Council Member VanWagner on behalf of the City Council and citizens of Clermont for his service as a City Council Member from 2010 to 2014.

City Manager Gray presented a plaque to Mayor Turville for 30 years of public service as a Council Member from 1981 to 1994 and as Mayor from 1998 to 2014.

PRESENTATIONS

Ann Dupee; South Lake Kiwanis Club, presented the City with a \$6,194 check to rejuvenate the Palatlahaka Park.

Assistant Fire Chief Sylvestris introduced nine new firefighters.

Police Chief Broadway recognized Clermont Police Officers for exemplary service. Officer Oscar Razo was awarded Officer of the Second Quarter for 2014. Officer Thomas Stone was awarded the Officer of Third Quarter for 2014. State Attorney Judy Hayworth, Supervisor State Attorney Walter Forgee, and Lake County Sheriff Borders commended Detective Martinez for his role in 72 arrests relating to illegal narcotic sales. Police Chief Broadway presented Detective Martinez with the Chief's Commendation Award.

Mayor Turville announced the applicant requested tabling Resolution No. 2014-21 and the Woodwinds Variance Request to December 9.

Council Member Goodgame moved to table Item 6 of the Consent Agenda to December 9; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Council Member Goodgame moved to table the Variance Request of Woodwinds Apartments to December 9; seconded by Council Member Mullins. The motion passed with all members present voting aye.

City of Clermont
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November 12, 2014

Mayor Turville announced the applicant requested tabling Item 11 to January 13, 2015.

Council Member Goodgame moved to table the Variance Request for 1958 Brantley Circle to January 13, 2015; seconded by Council Member Mullins. The motion passed with all members present voting aye.

PUBLIC COMMENTS

Ms. Marrisa Sulsenti commented she was working on a Girl Scout project to collect items for local families in need and requested assistance in promoting awareness of the project. She provided a list of collection points and suggested donation items. Mayor Turville requested staff place the information on the City's website.

Mathew Modica thanked the Mayor for his service.

Ron Smart; Clermont Downtown Partnership, commented the Arts Festival on November 1 and 2 was the most successful one to date with 53 artists from all over the United States participating.

Mary Jo Pfeiffer thanked the City Council, Police Department, Fire Department, Economic Development, Parks and Recreation, City Manager Gray, and Public Information Officer Bloodsworth for supporting the Arts Festival.

Yellymary Montalvo; Vineyards of the World, requested additional lighting on Montrose Street.

Ron Smart; Clermont Downtown Partnership, commented additional lighting for the downtown area had been purchased and requested the City work with the Downtown Partnership for additional solutions.

Otis Taylor spoke in support of additional lighting for the downtown area.

REPORTS

City Manager Gray reported the Lake Hiawatha Grand Opening will be at 10am on November 15. A Special Council meeting will be held on November 18 at 6:00pm to swear in seats 1, 3 and 5. He announced the second Regular Council Meeting for November had been cancelled and City Hall will be closed on November 27 and 28 for Thanksgiving. He reported Cemex re-filed their application with Lake County to operate a sand mine.

City Attorney Mantzaris – No report.

Council Member Bates commented it was an honor to work with Council Member VanWagner and a privilege to work with Mayor Turville.

Council Member Goodgame reported the Toyota Turkey Trot will be held on November 22 at 8am. He commented it was a pleasure working with Council Member VanWagner and Mayor Turville.

Council Member Mullins stated it had been a pleasure working with Mayor Turville and wished Council Member VanWagner the best.

City of Clermont
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November 12, 2014

Council Member Van Wagner commented it had been a pleasure to work for the citizens. He stated City staff sets a standard of excellence and he enjoyed working with staff and Council. He congratulated Gail Ash and Diane Travis on their election to office and wished them the best.

Mayor Turville congratulated Gail Ash and Diane Travis on their election to office. He commented he enjoyed his years of service and appreciated the opportunity to have served.

CONSENT AGENDA

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

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| Item No. 1 - Bid Award and Budget Amendment for the Grant | Consider request to approve Request for Qualifications award recommendation to Water Resource Associates, Inc. for Alternative Water Supplies Strategic Services and a corresponding grant in the amount of \$300,000 and a budget amendment. |
| Item No. 2 - Bid Award | Consider request to award bid to Utility Service Co., Inc. to provide elevated water storage tanks coating and repairs in the total amount of \$546,300. |
| Item No. 3 - Resolution No. 2014-37 | Consider request to approve Fiscal Year 2014 Budget Amendments. |
| Item No. 4 - Resolution No. 2014-39 | Consider request to approve Public Participation Resolution. |
| Item No. 5 - Banking Services Agreement | Consider request to approve extension of banking services agreement with Fifth Third Bank. |

Council Member Goodgame pulled Consent Agenda Item 4 and requested City Attorney Mantzaris provide information on the necessity of the Resolution.

City Attorney Mantzaris stated the legislature adopted the public's right to be heard at any government entity's public meetings when final action will be taken on an issue. Clermont is second to none in allowing the public to have input in any and all matters. The reason for recommending the Resolution was to formally establish a process and procedure the City has already had for years. The policy applies to all Boards in the City. The statute contains a provision which; upon adoption of a Public Participation Policy, the Council and City are insulated from potential claims.

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Council Member Goodgame moved to accept the Consent Agenda, Items 1 through 5; seconded by Council Member Mullins. The motion passed with all members present voting aye.

UNFINISHED BUSINESS

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

City Clerk Ackroyd read Ordinance 2014-35 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, closing and permanently abandoning the 60 foot right-of-way easement for Disston Avenue lying south of State Road 50 and north of Almond Street as recorded in the plat of Clermont Heights Plat Book 4 page 1 Public Records of Lake County, Florida; repealing all ordinances in conflict herewith, providing for severability, publication, recording, and for an effective date.

Senior Planner Kruse presented the request to vacate a 60 foot right-of-way on Disston Avenue between State Road 50 and Almond Street. The existing driveway is a private drive which serves Leroy Pittman's property and he would like to redevelop the property in the future. The adjoining property owner to the east is the Florida Department of Transportation, which is used as a water retention area. The Florida Department of Transportation had no objections to vacating the platted right-of-way and will surplus land needed to accommodate Mr. Pittman's existing driveway. Staff recommended approval of the request.

Leroy Pittman; Applicant, was present.

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

Council Member Mullins moved to approve Ordinance 2014-35; seconded by Council Member Goodgame. The motion passed 4 to 1 on a roll call vote with Mayor Turville opposed.

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

City Clerk Ackroyd read Ordinance 2014-37 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, related to medical marijuana dispensaries amending the Land Development Code of the City of Clermont by amending Section 82-12, "Land Use Definitions" providing for definitions of marijuana and marijuana dispensaries and amending Section 122-264 "M-1-Conditional Uses" providing medical marijuana dispensaries shall require a conditional use; setting forth standards and regulations for medical marijuana dispensaries; and providing for conflict, severability, codification and an effective date.

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City Attorney Mantzaris stated Amendment 2 did not garner the 60% vote necessary to change the Florida Constitution. The reason to move forward with the Ordinance was due to the amendment receiving 57% of the vote and the reasonable chance the Legislature may adopt a more prolific use of medical marijuana, creating the need to regulate distribution sites from a zoning perspective. Staff's recommendation was to move forward with the Ordinance so there would be regulations in place for potential uses.

Mayor Turville inquired if adopted and the State says it will be handled by a pharmacy as a prescription, would the Ordinance stand in the way. City Attorney Mantzaris responded the Ordinance defines medical marijuana dispensaries specifically. Traditional pharmacies filling medical prescriptions written by medical doctors would not be considered a medical marijuana dispensary. The key would be to have a full-time pharmacist on duty at the location.

Council Member Goodgame expressed concern regarding no limitation on the number of establishments dispensing medical marijuana and the City's inability to designate a sole provider for medical marijuana. City Attorney Mantzaris stated the Ordinance does not specifically limit the number of establishments; however from a zoning perspective there are limited locations where a dispensary may be established.

Planning Manager Henschel presented the specifics of the Ordinance to regulate medical marijuana dispensaries, limiting their location to properties within the M1 Industrial zoning district and requiring a Conditional Use Permit. A location within 250 feet of a church or a school would be prohibited.

Mayor Turville opened the public hearing.

Hope Lamb expressed concern regarding the public safety aspect of medical marijuana.

Bob Bowman thanked Mayor Turville for his years of service. He requested Council change the distance from a church or school to 1,000 feet.

Mayor Turville closed the public hearing.

Mayor Turville suggested tabling the Ordinance.

Council Member Goodgame suggested denying the Ordinance.

Council Member Mullins expressed concerns regarding the Ordinance.

City Attorney Mantzaris reminded Council the dispensaries would only be approved as Conditional Use Permits.

Council Member Goodgame suggested including parks, schools and churches in the distance prohibition and changing the distance to 2,000 feet.

Mayor Turville suggested disallowing medical marijuana dispensaries.

City Attorney Mantzaris commented staff proposed the Ordinance with the understanding there was a reasonable chance the dispensaries would be authorized as part of the Florida Constitution. Once something is part of the Florida Constitution, municipalities lose much of their ability to regulate. Staff can withdraw the Ordinance and investigate if the City can ban the dispensaries or wait and see what action the Legislature takes.

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Council Member Mullins suggested adding the requirement of sales only by a licensed pharmacist. City Attorney Mantzaris stated pharmacists were licensed by the State, and the City; from a licensing perspective, may not have the ability to say who can sell.

Council Member Mullins suggested tabling and modifying the Ordinance.

City Manager Gray suggested withdrawing the Ordinance.

Staff withdrew the Ordinance.

NEW BUSINESS

Item No. 10 - Variance Request

Senior Planner Kruse presented the variance request to allow a rear yard setback of five feet to install an in-ground swimming pool and deck at 1216 Shorecrest Circle. Staff recommended denial of the variance request.

Applicant Jennifer Rickards was present to request approval.

Mayor Turville opened the public hearing.

David Allen; Erickson Pools, commented typically utility easements are not excluded from setbacks for swimming pools.

Jim Purvis spoke in opposition of the request.

Mayor Turville closed the public hearing.

Council Member Mullins questioned if the deck met City Code regarding impervious surface. Senior Planner Kruse stated if the variance was approved, the impervious surface would be maximized.

Mayor Turville stated the ordinance was written to diminish the impact on the neighbor.

Council Member Goodgame inquired how close to the property line was a screen enclosure allowed. Senior Planner Kruse stated a screen enclosure must meet the same setback requirements established for building structures.

Council Member Bates expressed concern regarding the trees and root systems.

Council Member VanWanger questioned what was behind the rear lot line. Ms. Rickards stated a chain link fence separated the property and the neighbor has a pool and was supportive of the request. The neighbor to the right also has a screened in pool.

Mayor Turville noted he would like a more adequate photograph of the property.

Council Member Mullins was in favor of tabling the request and have staff research for any prior variances on the property next door.

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City Attorney Mantzaris stated with any variance, Council should look at similarly situated properties and how they have been treated by the City.

Council Member VanWagner supported the request.

Council Member Mullins moved to table the variance request to December 9; seconded by Council Member Goodgame. The motion passed 4 to 1, with Council Member VanWagner opposed.

Item No. 12 - Joint Agreement

City Manager Gray presented the background and need for a joint fire station to be operated by the City and Lake County. The County must relocate from their temporary Fire Station on Highway 50 and County Road 455 and the City has a need for a Fire Station on the east side of Clermont. The joint fire station is part of the Interlocal Service Boundary Agreement discussion with Lake County.

Lake County will acquire two acres of land, right-of-way, and construct the Hartle Road extension at their expense. The City will construct water and sewer at the City's expense. The County and the City will split construction costs. Lake County will pay for the utilities and the City will maintain the lawn, building, telephone system, and HVAC. Repair or replacement expenditures over \$5,000 will be split equally.

The joint fire station will reduce initial costs, expedite service to the area, allow quicker response to emergencies, and have a positive impact on the City's ISO rating.

Council Member Goodgame stated a motion should include the agreement being subject to the Interlocal Service Boundary Agreement, and Lake County and Senninger's agreement not restricting the City from developing Hooks Street through Senninger's property.

City Attorney Mantzaris stated the agreement only states Lake County is obligated to obtain the property at their expense.

Fire Chief Bishop was available to answer questions.

Mayor Turville opened the public hearing.

Jim Purvis asked if there was an escape clause should Lake County or the City withdraw.

City Attorney Mantzaris stated the agreement does not have an escape clause; once the property is acquired and the building constructed, the County will deed one half of the interest in the building and property to the City. The agreement contains a dispute resolution provision which provides for a process to handle disputes.

Council Member Goodgame moved for adoption of the Joint Agreement for a Fire Station, subject to Lake County approval of the Interlocal Service Boundary Agreement on December 2; seconded by Council Member Mullins. The motion passed with all members present voting aye.

City of Clermont
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Item No. 13 - Ordinance No. 2014-38; *Introduction*

Mayor Turville read Ordinance 2014-38 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, under the Code of Ordinances of the City of Clermont, granting a garbage collection franchise to WCA Waste Corporation; providing for the term of the franchise and for other purposes connected with a franchise for the collection of garbage within the City of Clermont.

Council Member Goodgame moved to introduce Ordinance 2014-38; seconded by Council Member Mullins. The motion passed with all members present voting aye.

ADJOURN: With no further comments, this meeting was adjourned at 9:10pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date		
Tuesday, April 14, 2015		
Agenda Item Name		
Contract Award		
Requested Action		
Motion to approve a piggyback contract number IFB15-0017 from the City of Orlando with Layne Inliner, LLC. to provide storm line rehabilitation cleaning & video recording.		
Staff Report		
The Purchasing Division and the Environmental Services Department recommend approval of the above action. At the request of the Environmental Services Department, the Purchasing Division sought a contract from the City of Orlando to obtain the services of storm line rehabilitation cleaning and video recording. In accordance with the direction of City Council, the Purchasing Division issued a Request for Interest (RFI) Number 1503-001 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 Orlando contract. The City of Orlando 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. Clermont Agreement	Contract.doc	
2. City of Orlando Contract	IFB15-0017 Contract.pdf	
3. RFI 1503-001	RFI 1503-001.pdf	

AGREEMENT FOR
STORM LINE REHABILITATION CLEANING & VIDEO RECORDING

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 Layne Inliner, LLC., 2531 Jewett Lane, Sanford, FL 32771 (hereinafter referred to as "CONTRACTOR").

WHEREAS, the City of Orlando, Florida through the public procurement process awarded Solicitation No. IFB15-0017 for Storm Line Rehabilitation Cleaning & Video Recording;

WHEREAS, based on CONTRACTOR's response to Solicitation No. RFB15-0017 the City of Orlando entered into a contract for the provision of Storm Line Rehabilitation Cleaning & Video Recording, contract number IFB15-0017;

WHEREAS, CITY desires to utilize the above-referenced awarded bid and CONTRACTOR's response thereto 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 the contract entered into with the City of Orlando.

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

ARTICLE I - SCOPE OF WORK

The CONTRACTOR shall provide storm line rehabilitation cleaning & video recording services as described in the City of Orlando contract attached hereto and incorporated herein as Exhibit "A" and shall do everything required by this Agreement and the other Agreement Documents contained in Contract number IFB15-0017 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 Exhibit "A", the terms and conditions of this Agreement shall prevail and govern. In all instances the CITY purchasing policy, resolutions and ordinances shall apply.

ARTICLE II - THE CONTRACT SUM

CITY shall pay CONTRACTOR, for the faithful performance of the Agreement as set forth in set forth in Exhibit 'A', 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 December 14, 2015, unless terminated or renewed by the City of Orlando or as provided for herein.

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 items in the timeframe as set forth in Exhibit "A" and the applicable purchase order or notice to proceed.

ARTICLE V - PAYMENTS

In accordance with the provisions fully set forth herein, 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 services 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: Layne Inliner, LLC.
2531 Jewett Lane
Sanford, FL 32771
Attn: Mark Harris, 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. Purchase Order/Notice to Proceed
3. All documents contained in City of Orlando Contract number IFB15-0017 dated November 20, 2014 (Exhibit "A" hereto).

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

City of Clermont

Gail L. Ash, Mayor

Attest:

Tracy Ackroyd, City Clerk

Layne Inliner, LLC.

By: _____

Title

Attest:

Corporate Secretary

(Name Printed or Typed)



CITY OF ORLANDO

December 31, 2014

Layne Inliner, LLC
2531 Jewett Lane
Sanford, FL 32771

Subject: Contract agreement for Professional Services for Strom Line Rehabilitation
Cleaning & Video Recording IFB15-0017.

Dear Mr. Michael Cannon:

Please consider this letter official notification that the City is awarding the above referenced contract to your company. A copy of the signed contract is enclosed.

In accordance with this contract, a current insurance certificate naming the City as an additionally insured must be on file at all times. The Certificate Holder should read as follows:

City of Orlando
Attn: Procurement & Contracts Division
P.O. Box 4990
Orlando, FL 32802

A handwritten signature in black ink, appearing to read "Silvia Coste", written over a horizontal line.

Silvia Coste, Purchasing Agent II

PROCUREMENT AND CONTRACTS DIVISION

CITY HALL • 400 SOUTH ORANGE AVENUE • P.O. BOX 4990 • ORLANDO, FLORIDA 32802-4990
PHONE 407.246.2291 • FAX 407.246.2869 • CityofOrlando.net • esupplier.cityoforlando.net



**CITY OF ORLANDO
INVITATION FOR BID IFB15-0017**

DATE OF ISSUE: OCTOBER 22, 2014

IFB DUE DATE: NOVEMBER 20, 2014

IFB DUE TIME: 2:00 p.m., Local Time, City of Orlando, FL

BID DELIVERY LOCATION: City of Orlando
Procurement and Contracts Division
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801
Bid opening held at same location.

IFB TITLE: Storm Line Rehabilitation Cleaning & Video Recording

IFB NO: IFB15-0017
(IFB NUMBER MUST BE PLACED ON FRONT OF ENVELOPE)

THIS IS NOT AN ORDER

DIRECT ALL INQUIRIES TO: Silvia Coste, Purchasing Agent II
Phone: (407) 246-2216
Email: silvia.coste@cityoforlando.net

BUSINESS NAME & ADDRESS

LAYNE INLINER, LLC
Business Name

2531 JEWETT LANE
Address

SANFORD, FL 32771
City, State, Zip

MICHAEL CANNON (407) 472-0014
Contact Person / Telephone Number

**THIS BID USES AN ELECTRONIC
BID PRICE FORM (EXCEL DOC)**

It is the intent and purpose of the City of Orlando that this Invitation for Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the City's Procurement and Contracts Division at the address noted herein, if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation for Bid to a single source. Such notification must be submitted in writing and must be received by the Procurement and Contracts Division not later than ten (10) days prior to the bid closing date.



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**INSTRUCTIONS FOR SUBMITTING BID
IN RESPONSE TO INVITATION FOR BID FOR
IFB15-0017, STORM LINE REHABILITATION CLEANING & VIDEO RECORDING**

PREPARATION OF BIDS:

1. Bidders are expected to examine this bid form, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the bidder's risk.
2. All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by the person signing the bid. All bids must be signed by the bidder and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
3. Each bidder shall furnish the information required on the bid form and each accompanying sheet thereof on which he/she makes an entry.
4. Unit prices for each unit bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will be presumed to be correct.
5. Although the City generally awards bids based on a "lump sum" basis to the responsive and responsible bidder submitting the lowest total bid, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.

SUBMITTAL CHECK LIST: ✓

Bidders should use the following bid check list of standard forms which are to be completed and returned as part of your bid submittal. Failure to complete and return required forms may result in your bid being non-responsive and not considered for award. Return one (1) original and one (1) copy of bid submittal.

Additional forms/items may be required to be submitted under the terms of this Invitation for Bid which are not listed below; therefore, it is the bidder's responsibility to read and understand the provisions of this Invitation for Bid.

- ✓ Solicitation Cover Page.
- ✓ Invitation for Bid Price Form(s) (Unit Price and Total Price Columns completed).
- ✓ Bidder's Certification, signed and notarized.
- ✓ Bidder's Questionnaire.
- ✓ Contract and Acceptance Form.
- ✓ Minority/Women Owned Business Enterprise Participation Form.
- ✓ Veteran Business Enterprise Participation For
- ✓ Addendum Acknowledgment Form: **It is the bidder's responsibility to contact the City's Procurement and Contracts Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid. If you have downloaded this bid from the Internet, please ensure that you also download all such addenda. (If applicable)**

Special Items:

- ✓ 1. Bid Bond
- 2.
- 3.

NOTE:

Certificate of Insurance: Within seven (7) days of a notification of intended award, the Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City.

Written Question(s) Form: Written questions must be received at least ten (10) days prior to the solicitation due date.

SEALED BID ENVELOPE LABEL:

Complete the label below with all appropriate information and affix it to the outside of the envelope containing your submittal. This will assist in the proper processing of the submittal and avoid revealing the contents of that envelope until the official solicitation opening time and date.

**SEALED BID ENCLOSED****(To be opened by Procurement official noted below))****Respondent's Name:** _____**Respondent's Address:** _____**Respondent's Telephone Number:**
(_____) _____**City of Orlando****Procurement and Contracts Division****Attention: David Billingsley, CPSM, C.P.M.****Chief Procurement Officer****C/O Purchasing Agent: Silvia Coste, Purchasing Agent II****400 South Orange Avenue, Fourth Floor****Orlando, Florida 32801****Solicitation No.: IFB15-0017****Solicitation Title: Storm Line Rehabilitation Cleaning & Video Recording****Solicitation Due Date & Time:****November 20, 2014 at 2:00 P.M., Local Time, City of Orlando, FL**

INVITATION FOR BID AWARD INFORMATION:

The City's Procurement and Contracts Division is the official source to obtain information relating to City of Orlando solicitations. It is incumbent on the Bidder to obtain current bid and award information prior to and after the scheduled opening date of a solicitation. Information is updated daily as it becomes available. An award, or recommendation of award, may be made at any time after the scheduled opening date of a solicitation. You may obtain award and other solicitation information in a variety of ways:

1. Bid documents are available for download from the eSupplier website:

You may access solicitation information by visiting the City's eSupplier website by copying the following link in your web browser:

<https://esupplier.cityoforlando.net/vendor/common/default.aspx>

2. You may also visit the Procurement and Contracts Division to obtain award information, solicitation packages, addendums, and other documents. Our office is located at:

City of Orlando
Procurement and Contracts Division
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801

3. You may also call the Procurement and Contracts Division at (407) 246-2291, during normal business hours, to request a solicitation and other related information.

Please remember, email notification is provided as a courtesy to our vendors, but it is the vendor's responsibility to check with the City of Orlando's website at:

<https://esupplier.cityoforlando.net/vendor/common/default.aspx> for current bid, and other information.

We appreciate your interest in doing business with the City Beautiful and wish you much success with your business ventures.

NON- MANDATORY PRE-BID CONFERENCE:

All prospective bidders are invited to attend a **Non-Mandatory** Pre-Bid Conference at:

**City of Orlando
Procurement and Contracts Division
400 South Orange Avenue, Fourth Floor, Dolphin Room
Orlando, Florida 32801**

On

October 30, 2014 at 10:00 a.m., Local Time, City of Orlando, FL

The purpose of the Pre-Bid Conference is to provide and solicit information relative to the scope, purpose, nature and extent of the work, and any local conditions, which may affect the work and its performance. Submission of a bid shall constitute an acknowledgment by the bidder that it has thoroughly examined and is familiar with the **INVITATION FOR BID.** The failure or neglect of a bidder to examine the **INVITATION FOR BID,** shall in no way relieve the bidder of any obligations with respect to either its bid or the **INVITATION FOR BID.** No claim for additional compensation will be allowed which is based upon a lack of knowledge of the **INVITATION FOR BID.**

NON-MANDATORY
PRE-BID CONFERENCE ATTENDANCE NOTIFICATION:

A **Non-Mandatory** Pre-Bid Conference will be held **City of Orlando, Procurement and Contracts Division, 400 S. Orange Avenue, 4th Floor, Dolphin Room, Orlando, FL 32802 on October 30, 2014 at 10:00a.m., Local Time, City of Orlando, FL.**

Please return this form by: **October 24, 2014.**

City of Orlando
Procurement and Contracts Division
400 South Orange Avenue, 4th Floor, Dolphin Room
Orlando, Florida 32801
Telephone: (407) 246-2291
Fax: (407) 246-2869

PLEASE CHECK:

_____ We plan to attend

Name of Representatives who will attend

1. _____
2. _____
3. _____

_____ A list of questions or statements for discussion at the Pre-Bid Conference is attached. (Please use “**WRITTEN QUESTION(S) FORM**” as indicated in the Table of Contents).

_____ We do not plan to attend, but will be submitting a response. .

_____ We do not plan to attend and will not be submitting a response because:

Signature

Title

Name of Company

Date

SPECIFICATIONS FOR MULTIPLE SERVICES ON STORM WATER LINES CITY OF ORLANDO

INTRODUCTION

The City of Orlando (City) invites bids from qualified Contractorss to perform three separate services on the storm water lines managed by the City. The three services are:

1. Provision and installation of RICIPP linings in storm water pipes of various sizes at various City locations. (Group I).
2. Injection of flowable fill into cavities or voids along deficient storm sewers. (Group II).
3. Provision and installation of internal joint seals (rubber) in existing storm water lines. (Group III).
3. The City reserves the right to select multiple vendors as convenience dictates.
4. Each project completion schedule will be agreed upon by the City and the Contractor when the project is assigned.

GROUP I - SPECIFICATIONS FOR INSTALLATION OF RICIPP LINING -- STORMWATER

PART 1 GENERAL

1.1 SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, and tools necessary for the point repair or full reconstruction of storm water lines by the installation of a resin-impregnated flexible felt tube, which is inverted into the existing conduit by use of hydraulic head. Where inversion is not appropriate, a pull and inflate method will be acceptable.

Curing shall be accomplished by circulating hot water (or other approved method) within the liner tube to cure the encapsulated resin system.

When cured, the finished pipe will be continuous, watertight, and formed to the original conduit.

Cleaning and inspections of conduits, bypass pumping, line obstruction removal, reestablishment of services, pre-installation video recording, installation of Resin Impregnated Cured-in-Place Pipe (RICIPP) including installation television inspection, post-installation video recording, connections, testing and final inspections are all part of this work.

1.2 QUALITY ASSURANCE / QUALIFICATIONS

1. The pipe liner process shall be the product of a manufacturer who is fully experienced, reputable and qualified in the process of pipe rehabilitation.

2. The Contractor shall have a minimum of three (3) years experience with the means and methods utilized in installing RICIPP to include 100,000 feet minimum installed of 8-inch to 60-inch liner in the state of Florida. The Contractor must have wet-out over-the-hole experience in the state of Florida to include at least five (5) installs of large diameter pipe of 30-inch to 60-inch.
3. During the inversion/installation of the RICIPP, the Contractor shall conduct television inspection of the work to verify that the liner installation is acceptable as defined herein. The sewers shall be thoroughly cleaned prior to performing the television inspections. The television inspections shall be complete from manhole to manhole. The television inspection shall include video documentation and computer generated logs to document the inspection. The installation television inspections shall be performed such that the sewer lining can be clearly seen. The camera shall be panned, tilted and rotated at all pipe defects and at service lateral connections for the complete video documentation assuring no material drain-down/loss. If required, the Contractor will halt inversion in order to video close-up viewing.
4. The Contractor shall submit a sample television inspection after the first liner is installed so that the Contractor and Engineer (or designee) can agree on performance and quality of the inspections, which must be met throughout the Contract. Sewers not inspected to the Engineer's satisfaction shall be re-inspected by the Contractor at no additional cost to the City.
5. All television inspection reports will include physical locations such as street address or street intersection to identify manhole or other locations, which are used to reference where the camera is located.

1.3 REGULATORY REQUIREMENTS

The Contractor shall comply with all applicable laws, rules, regulations or ordinances imposed by all applicable federal, state, regional and local agencies.

1.4 ITEMS FURNISHED BY THE CITY

The City will be responsible for the following items pertaining to the work specified herein:

1. Necessary local permits.
2. Some repairs and / or extra-ordinary obstruction removal necessary to prepare line section for work.

1.5 SUBMITTALS AFTER AWARD, UPON REQUEST

1. Bidder shall submit upon request the following information regarding quality:
 - A. Submit three copies of manufacturer's technical literature and recommended installation procedure.
 - B. A signed and notarized certification from the resin manufacturer (not supplier/distributor) that the polyester resin to be furnished for this project will not mix with storm water, lake water or moisture on inversion/insertion.

- C. A viscosity profile and procedure showing that the resins to be supplied on this project will not absorb/mix with water.
- D. A statement by the Contractor that provides for the City to take a small sample of catalyzed resin from the saturated liner tube on site prior to installation. The City will conduct a water-mixing test (proof of the resin and water not mixing) and the Contractor will receive and dispose of the sample according to federal, state and local regulations.

1.6 WARRANTY

- 1. Installation: Provide a full labor and materials warranty for a period of twenty four months from the date of acceptance by the City.
- 2. Liner: Manufacturer's standard warranty.

PART 2 PRODUCTS

2.1 MATERIALS

- 1. The RICIPP shall be fabricated to a size that when installed will fit the internal circumference of the conduit specified. Allowance shall be made for circumferential / radial stretching during insertion.
- 2. The finished RICIPP shall be fabricated from materials which when cured will be chemically resistant to withstand internal exposure to contaminants associated with storm water.
- 3. The outside layer of the tube (before inversion) shall be plastic coated with a transparent flexible material that is compatible with the resin system used. The plastic coating shall not be subject to delaminating in the cured pipe.
- 4. The tube shall contain no intermediate or encapsulated layers. No materials shall be included in the tubes that are subject to delaminating in the cured pipe.
- 5. The wall color of the interior pipe surface of the RICIPP after installation shall be a light reflective color so that a clear detail examination with closed circuit television inspection equipment may be made.
- 6. A general purpose, Polyester resin or Epoxy Vinyl Ester and catalyst system shall be furnished that provides cured physical strengths specified herein.
- 7. Physical Strength: The cured RICIP shall conform to the minimum structural standards, as listed below.

<u>CURED RICIP</u>	<u>STANDARD</u>	<u>RESULTS</u>
Flexural Stress	ASTEM D-790	4,500 psi
Flexural Modulus of Elasticity	ASTEM D-790	250,000 psi

8. All pipes shall be considered fully deteriorated.
9. Hydraulic capacity calculations shall support the CIPP requirement for 100% of the full flow capacity of the original pipe as installed.
10. The Contractor shall submit liner thickness calculations to the Engineer for review. The RICIPP shall be designed in accordance with the applicable provisions of ASTM F1216 and D2412 for fully deteriorated gravity pipe conditions and shall meet the following design conditions:
 - AASHTO H-20 Live Load with two trucks passing for RICIPP in streets.
 - A soil modulus of elasticity of 700 psi shall be used. A soil weight 120 pounds per cubic foot and a coefficient of friction of $K_u' = 0.130r$ shall be used for the installed depths.
 - The long-term flexural modulus used in the design calculations shall be estimated by multiplying the lowest short-term flexural modulus specified in the ASTM standards by a retention factor of 0.50.
 - Safety factor of 2.0 shall be used.
 - Groundwater levels shall be estimated to be at the ground surface.
 - Service temperature range shall be 40 to 140 degrees F.
 - Maximum long-term deflection shall be 5 percent.
11. The minimum length shall be that deemed necessary to effectively span the footage that is requiring repair. The Contractor shall verify the length in the field before impregnation.
12. The thickness (in millimeters) to be used for the liner shall be the largest thickness as determined by calculations for deflection, bending, buckling and minimum stiffness. The minimum installed liner thickness with the pre-determined resin / felt ratio shall be as follows:
13. Liner Thickness Chart

LINER THICKNESS CHART
GROUND COVER IN FEET

Pipe Diameter In Inches	<u>4</u>	<u>6</u>	<u>8</u>	<u>10</u>	<u>12</u>	<u>14</u>	<u>16</u>	<u>18</u>	<u>20</u>	<u>22</u>	<u>24</u>
08	6	6	6	6	6	6	6	6	6	7.5	7.5
10	6	6	6	6	6	7.5	7.5	7.5	7.5	9	9
12	6	6	6	7.5	7.5	9	9	9	9	10.5	10.5
14	7.5	7.5	7.5	7.5	9	9	10.5	10.5	10.5	12	12
16	9	9	9	9	10.5	10.5	12	12	12	13.5	13.5
18	9	9	9	10.5	10.5	12	12	13.5	13.5	15	15
21	12	12	12	12	13.5	13.5	15	15	16.5	16.5	18
24	12	12	12	13.5	15	16.5	16.5	18	18	19.5	19.5
27	12.5	15	15	15	16.5	18	19.5	19.5	21	21	22.5
30	13.5	15	15	16.5	18	19.5	21	22.5	22.5	24	27
36	16.5	18	18	19.5	21	24	24	27	27	28.5	30
42	19.5	19.5	21	22.5	27	27	28.5	30	33	33	34
48	22.5	22.5	24	27	28.5	30	33	34	36	38	39
54	27	27	27	30	33	34	36.5	39	40.5	42	44
60	28.5	28.5	30	33	35.5	38	41	43	44.5	46.5	48.5
66	30	33	33	35.5	39	42	45	47	50	52	54
72	33	33.5	36	39	42.5	45.5	48.5	51	54	56	58

Chart assumes; Fully Deteriorated Pipe – 100% Ground Water Cover

1. The CIPP shall be designed per ASTM F-1216, with the following additional requirements.
2. The design will assume no bonding to the original pipe wall.
- 1 External hydraulic design based on acceptable third party testing and verification of the enhancement factor, K, shall be submitted for review.
- 2 The bond between the RICIPP layers shall be strong and uniform. All layers, after cure, must form one homogeneous structural pipe wall with no part of the tube left unsaturated.
- 3 The cured pipe material (RICIPP) shall conform to the following structural properties:

<u>Property Results</u>	<u>Test Method</u>	<u>Minimum Test Result</u>
Modulus of Elasticity	ASTM D-790	250,000 Psi
Flexural Strength	ASTM D-790	4,500 Psi

- 4 Design parameters will be in accordance with ASTM F-1216 Appendix. Design parameters shall be for a fully deteriorated pipe with a long-term flexural modulus of 50% of the short-term modulus and the design safety factor of two (2) remaining unchanged.
- 5 If required by the City, RICIPP field tube samples shall be cured in the hot water contained in the inversion column contained within steel plates and Mylar sheeting. These sample pieces shall be at least 20 inches in length with enough width for a test laboratory to run a minimum of three samples from each specimen. A testing laboratory acceptable to the owner shall produce the tests, noting thickness and enough strength as specified without a laboratory post cure. Post cure shall be accomplished in the initial in ground curing cycle.

PART 3 EXECUTION

3.1 PREPARATION

1. Safety - The Contractor shall carry out his operations in strict accordance with all OSHA regulations, City Confined Space Entry Program, and manufacturer's safety requirements. Particular attention is drawn to those safety requirements involving entering confined spaces. In addition, the Contractor shall be responsible for implementing traffic control procedures in conformance with City standards.
2. Prior to Liner Installation:
3. Cleaning of Storm water Sewer – It shall be the responsibility of the Contractor to perform light cleaning of internal debris / sediments from the storm water lines, unless the Contractor is directed otherwise. The City shall clear the line of obstruction such as solids, dropped joints, or collapsed pipe that will prevent the insertion of RICIPP. If the City is unable to or chooses not to remove such obstructions, solids etc., the Contractor will be given the option to price the work and submit a proposal for the work to the City for consideration. If the City is satisfied, the work may be given to the Contractor.

4. Television Inspection – The Contractor shall perform inspection of pipelines prior to lining by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions, which may prevent proper installation of the RICIPP into the pipelines, and it shall be noted so that these conditions can be corrected. Videotape and a suitable Log of inspection shall be made available and given to the City.

3.2 INSTALLATION

1. The method of installation of the RICIPP shall be in accordance with design criteria supplied by the manufacturer and approved by the City Engineer or his designee.
2. The finished RICIPP shall be continuous over the entire length of the repair and be as free as commercially practicable from visual defects such as foreign inclusions, dry spots, pinholes and delaminating.
3. The City shall locate and designate all manhole access points for the work, provide rights of access to these points.
4. The pipeline to be rehabilitated with the RICIPP liner shall be rendered free of accumulated debris. If the Contractor is required to clean the pipe, the City shall provide a dumpsite at a sewerage treatment facility. Any hazardous waste material encountered during this contract will be considered as a changed condition.
5. The Contractor, when required, shall provide for the flow of storm water around or through the section or sections of pipe designated for RICIPP rehabilitation. Plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system shall make a bypass. The primary pump, standby pump and the piping shall be of adequate capacity and size to handle the maximum flow experienced in the line. The Contractor shall be responsible for continuity of the storm water system during the execution of the work of this contract. In the event that storm water backup occurs, the Contractor shall be responsible for cleanup, repair, and property damage costs and claims.
6. The pipe to be RICIPP lined shall be inspected by a closed circuit television system with video taping capabilities. The inspection will verify that the pipe is ready to be lined and a copy of the video of the pipe condition shall be kept / retained for review and given to the City. If any condition is found to exist that prevents the lining of the pipe, or that cannot be removed with conventional sewer cleaning equipment, the Contractor shall notify the City of the condition and review the tape with the City. If an excavated point repair is necessary, the City shall make the appropriate repair or the City shall issue written authorization to the Contractor to make the necessary repairs and the work shall be paid for as a separate item.
7. The Contractor will be responsible for contacting each home or business in close proximity to the storm sewer to be RICIPP lined. That they will be informed of the work to be conducted and the projected length of time for the lining. The contact shall be by approved letter or door hanger 48 hours prior to work beginning on the affected section of pipe. A personal contact shall be made 24 hours prior to work beginning.

8. Resin Impregnation – The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube assuring no resin loss through cracks and irregularities in the original pipe wall with viscosity control. A vacuum impregnation process shall be used. A roller system shall be used to uniformly distribute the resin throughout the tube.
9. Thermocouples shall be placed between the RICIPP tube and the existing pipe wall at the inversion and discharge locations to monitor the liner temperature. Readings shall be entered on logs that are submitted to the City at the end of each lining. For every five installations, the City's representative will perform a miscibility test demonstrating that water will not mix with the resin system.
10. A Contractor's representative will remove a small amount of catalyzed resin from the saturated liner, when requested and in the presence of the City's representative, prior to inversion. The material will exhibit the characteristic of an elastic gel. A water mix test will be performed on site, catalyzed resin shall be placed in a jar and an equal amount of water added, the jar sealed and shaken vigorously. The material shall not mix or form an emulsion. If the resin material mixes, the saturated liner tube will be rejected and shall be removed from the site. The rejected liner will be removed from the site and disposed of in accordance to federal, state and local requirements. A pre-liner will be required and the thickness of the entire circumference of the liner will have to meet or exceed the minimum thickness required by the owner. (See Appendix)
11. At the City's request, at no more than 5 times per 10 inversions, a CCTV camera shall be inserted into the pipe to be lined and positioned within 10 feet of the inverting tube in the presence of the City's representative. The representative shall view the inversion of the tube from the video monitor in the Contractor's CCTV truck. If resin discharge from the tube is observed, the Contractor will immediately stop the inversion and remove the tube from the pipe. The rejected liner will be removed from the site and disposed of in accordance to Federal, State and Local requirements.
12. Reforming – After insertion is completed, the Contractor shall supply a suitable heat source. The equipment shall be capable of delivering hot fluids throughout the section to uniformly raise the temperature of the liner mass to the temperature required to cure the liner. The heat source shall be fitted with monitors to gauge the temperature and pressure of the fluid injected.
13. Cool down may be accomplished by the introduction of cool water and air or other approved method.
14. During the warranty period, any defects that will affect the integrity or strength of the liner shall be repaired at the Contractor's expense in a manner mutually agreed by the City and the Contractor.
15. The discharge of water from the installation of Liner must not be allowed into any surface area waters. Arrangement can be made to discharge into sanitary sewer lines.

3.3 SEALING RICIPP AT MANHOLES

1. Leakage testing of the pipe shall be accomplished during the cure while under positive head.

2. If the RICIPP fails to make a leak tight seal, the Contractor shall apply a sealing material at that point. The seal shall be of a resin mixture compatible with the RICIPP.
3. There shall be no visible leaks in the completed system. During the warranty period, any defects that will affect the integrity or strength of the RICIPP or any visible leaks shall be repaired at the Contractor's expense.

3.4 INSPECTION

1. The Contractor shall inspect all piping to assure that the RICIPP is free from defects in materials and workmanship.
2. Videotape shall be provided to the City showing the completed work. The videotape shall include the pre-installation footage, the tube inversion / installation footage (when required) and the post-installation footage. NO INVOICE WILL BE INITIATED FOR PAYMENT WITHOUT ACCOMPANYING VIDEOTAPE / DVD.
3. RICIPP samples shall meet or exceed the specified structural properties of:

<u>Property Results</u>	<u>Test Method</u>	<u>Minimum Test Result</u>
a. Modulus of Elasticity	ASTM D-790	250,000 Psi
b. Flexural Strength	ASTM D-790	4,500 Psi
4. Visual inspection of wet out facility and process parameters noted/inspected (i.e., gap setting).
5. Visual inspection of the CIPP shall be in accordance with ASTM F-1216, section 8.6.
6. IR Spectrum fingerprints must be submitted and approved prior to payment.
7. At least one (1) Miscibility Test will be performed on-site for each five installations. See Appendix.
8. No payments will be made for rejected liner tubes or for liner tubes not meeting this specification requirements including testing.

3.5 DISPOSAL OF DEBRIS

1. Under no circumstances shall sewage or solids be dumped onto the ground surface, streets or into ditches, catch basins or storm drains.
2. The Contractor shall remove all solids or semi-solids resulting from the operations from the site. Trucks hauling solids or semi-solids from the site shall be watertight so that no leakage or spillage will occur.
3. Disposal shall be at a suitable site selected by the Contractor and approved by the appropriate jurisdictional personnel. Exception being, if the Contractor is required to clean the pipe, the City shall provide a dumpsite at a sewerage treatment facility.

3.7 END OF PROJECT SUBMITTALS

1. One videotape copy shall be submitted that shows the conduit prior to lining, the liner being inverted through the pipe in-situ demonstrating that the resin does not drain out of the saturated liner tube and the final inspection of the completed conduit lining.
2. Certificates of Authenticity compliance for each shipment of resin and thickener from the resin manufacturer with an IR Spectrum Analysis of both materials from the Contractor, which certifies that all materials meet or exceed ASTM F-1216.
3. Calculations for determining the cured liner tube thickness for each lining shall be submitted prior to installation of the saturated liner tube.
4. All submittals shall demonstrate detailed compliance with the provisions of the contract documents.

3.8 PRICING, TIME FRAME AND EXTRA WORK

1. All pricing must include pre and post video inspection of storm water lines and all light cleaning necessary to be done before inspection and installation of the RICIPP liner. Prices also to include any or all de-watering and plugging and pumping that might become necessary in the performance of job.
2. Installation of RICIPP must be done in a timely manner. Work must be initiated, executed and completed in no more than 60 days after Notice To Proceed (NTP) is received by Contractor. The NTP will be preceded by a work order listing locations, costs, pipe sizes etc.
3. Extra Work: Contractor may be asked to provide costs associated with the following additional activities on any a site specific basis. 1) Pipe Joint Sealing: To seal leaking joints in a storm line with chemicals, cementitious grouts etc. 2) Man Hole restoration / Grouting: To repair, grout or restore (rehab) storm manholes. 3) Storm water pipes in the 6" to 15" dia. range may also be needed for RICIPP lining.

PART 4 APPENDIX

4.1 CHEMICAL THICKENED SYSTEM MISCIBILITY GUIDELINES

Purpose: The purpose is to define properties that the resin / resin-impregnated flexible tube must have to perform effectively and consistently in all field conditions.

Scope: All resin / resin-impregnated flexible tube materials used must have the following properties (greater than 1.5 million centipoises):

1. Must react/ perform in the presence of water.
2. Must withstand submergence in water without degradation (pre-cure and post-cure).
4. Must prevent the passage of water through the sewer pipe joint (infiltration).
5. Must stay at a constant viscosity during reaction period.

6. Must stay in the confines of the host pipe being rehabilitated.
7. Must not produce slugs that require excavation.
8. Shall meet liner thickness per contract/design specifications (0% to +10%) measured eight times around the perimeter.
9. Residual must not impede on downstream lines or water tables.
10. Must withstand internal exposure to sewage/chemical specified.

4.2 MISCIBILITY TEST PROCEDURE

1. Resin + Chemical Thickener + Catalyst premixed at wet-out facility.
 - Fill: test tube/glass-pint jars half full with material. When mixed in the proper proportions and stored at temperatures above 40F, thickening will be complete in 18-24 hours. Once thickening is complete (invert test tube/jar: non-flowing), fill the container full with water, replace lid and mix by shaking. Resin system will be immiscible
2. Resin + Chemical Thickener.
 - Mix a 50/50, by volume, mixture of resin + thickener in a glass-test tube/glass-jar. The mixture will thicken to 1.5MM cps in short time (approximately 15 minutes). Once thickening is complete (invert test tube/jar: non-flowing), fill the container full with water, replace lid/seal top and mix by shaking. Resin system will be immiscible

All samples / waste should be disposed of properly and in according with State and Federal Regulations. For a more scientific approach-quantifying rate of thickening, see TIME-TEST VISCOSITY METHOD (ASTM D-1545)

END OF SECTION

GROUP II
SPECIFICATIONS FOR
INJECTION OF FLOWABLE FILL INTO CAVITIES OR VOIDS ALONG
DEFICIENT STORM SEWERS

PART 1 GENERAL

1.1 SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, and tools necessary to inject flowable fill into cavities or voids along a deficient storm sewer. Contractor is responsible for restoring site work area to original condition upon completion.

1.2 QUALITY ASSURANCE

Qualifications: The Contractor shall have a minimum of three (3) years experience with the means and methods of the materials utilized and the installation procedures.

1.3 REGULATORY REQUIREMENTS

The Contractor shall comply with all applicable laws, rules, regulations or ordinances imposed by all applicable Federal, State, Regional and Local agencies.

1.4 ITEMS FURNISHED BY THE CITY

The City will be responsible for the following items pertaining to the work specified herein:

- A. Necessary local permits.
- B. Any repairs and / or unordinary obstruction removal necessary to prepare area for work.

1.5 WARRANTY

Installation: Provide a full labor and materials warranty for a period of twenty four months from the date of acceptance by the City.

PART 2 PRODUCTS

2.1 MATERIALS

Flowable fill will be a self-leveling, low-density cementitious back-fill material that attains 100% compaction without tamping or vibrating. It will be capable of replacing compacted soils as a structural fill that drains and is no stronger than the surrounding soil after it has obtained it's ultimate strength.

PART 3 EXECUTION**3.1 A. PREPARATION**

The Contractor shall carry out his operations in strict accordance with all OSHA Regulations, and manufacturer's safety requirements. Particular attention is drawn to those safety requirements involving entering confined spaces. In addition, the Contractor shall be responsible for implementing traffic control procedures in conformance with City/County/State standards, depending on the jurisdiction of the roadway.

B. DISPOSAL OF DEBRIS

1. Under no circumstances shall sewage or solids be dumped onto the ground surface, streets or into ditches, catch basins or storm drains.
2. All solids or semi-solids resulting from the operations shall be removed from the site by the Contractor. Trucks hauling solids or semi-solids from the site shall be watertight so that no leakage or spillage will occur.
3. Disposal shall be at a suitable site selected by the Contractor and approved by the appropriate jurisdictional personnel.

END OF SECTION

GROUP III
SPECIFICATIONS FOR
INTERNAL JOINT SEAL (RUBBER) FOR STORM WATER SEWER SYSTEM

PART 1 GENERAL**1.1 SCOPE OF WORK**

1. The Contractor shall furnish all labor, materials, equipment, and tools necessary for the installation of Internal Joint Seals (rubber), in existing storm water lines.
2. Only one mobilization fee will be paid per work order issued. The fee paid will be based on the largest diameter seal installed or whichever fee is the highest dollar amount within the work order issued.
3. Storm system dewatering and bypass pumping may not be necessary for every job requiring internal joint seal installations. Dewatering fees will be paid for every storm system that requires dewatering and will be based on the largest diameter of seal installed.
4. The Contractor's representative and the City's representative will agree upon the mobilization fee and dewatering fees (if required) upon issuance of a work order and notice to proceed.

1.2 QUALITY ASSURANCE / QUALIFICATIONS

1. Installer shall have one (1) year experience with the seal to be furnished and in the work described herein.
2. The seal technology furnished shall have a minimum installed history of three (3) years and require approval by the City.
3. Only seal technologies having an approved testing mechanism will be approved.

1.3 REGULATORY REQUIREMENTS

The Contractor shall comply with all applicable laws, rules, regulations or ordinances imposed by all applicable Federal, State, Regional and Local agencies.

1.4 ITEMS FURNISHED BY THE CITY

The City will be responsible for the following items pertaining to the work specified herein:

1. Necessary local permits.
2. Some repairs and / or extra-ordinary obstruction removal necessary to prepare line section for work.

1.5 WARRANTY

1. Installation: Provide a full labor and materials warranty for a period of two (2) years from the date of acceptance by the City.
2. Seals: Manufacturer's standard warranty.

1.6 SUBMITTALS AFTER BID OPENING UPON REQUEST

1. Submit three (3) copies of manufacturer's technical literature and recommended installation procedures.
2. List of equipment to be used.
3. Technical data for proposed internal joint seal, including application instructions, and product data.
4. Acknowledgement that products submitted meet requirements of standards referenced.
5. Safety training documentation to be submitted prior to award.
6. Copies of joint repair records.

1.7 REFERENCES

This specification references American Society for Testing and Materials (ASTM) standard specifications, which are made part hereof by such reference and shall be the latest edition and revision thereof.

1.8 DELIVERY STORAGE AND HANDLING

- A. Deliver material in manufacturer's original unopened containers with labels intact.
 1. Rubber membranes shall be individually sealed in plastic bags and packaged in a manner that will not damage or deform them.
 2. Labels shall indicate comments and expiration date of material.
 3. Membrane shall not be removed from plastic bag until time of use.
 4. Membranes shall be stored in a cool dry environment away from direct sunlight.

PART 2 PRODUCTS

2.1 MATERIALS

A. Joint Liner:

1. EPDM rubber derivative membrane manufactured in accordance with ASTM-C923.
 - a. Material shall be of a resilient EPDM rubber and have a minimum width of 10.5 inches.
 - b. The volume change of rubber shall not exceed 10 % maximum of original by weight after immersion in fresh water at 70 ° C for 48 hours.
 - c. Seals must withstand a minimum of 200 lbf/in. before tearing.
2. Joint Liner Splicing

As a test, the seal shall be gripped at a point 6 in. on each side of the splice, and shall be bent in both directions as sharply as possible. The splice shall be capable of passing this bend test without visible separation. No voids or cracks are allowed.

B. Bands:

1. Bands for securing rubber membrane across piping joints shall be Type 304 non-magnetic stainless steel, manufactured in accordance with ASTM-A167.
2. Stainless steel bands shall be rolled to the radius of the pipe being renewed.
3. All shop and field welds to be made by certified welders with a minimum of 2 years experience on Type 304 alloy.
4. Weld wire to be T-308 AWS class A5.9.
5. Field welds are to be made with coated electrode 308/308H, AWS class A5.4.
6. All material specifications to be certified.

C. Cement Mortar:

1. For pipe joint scaling and preparation shall be fast setting type and in accordance with ASTM-C150.

D. Liquid Joint Lubrication:

1. Liquid joint lubrication to assist in installation of the rubber membrane and bands shall be non-toxic vegetable based.
2. It shall not deteriorate in storage (2 years); work well from 0° to 120° F; shall not adversely affect synthetic rubber gaskets.

3. It shall not be petroleum based and shall not support growth of bacteria.

PART 3 EXECUTION

3.1 PREPARATION

1. Safety - The Contractor shall carry out his operations in strict accordance with all OSHA Regulations, City Confined Space Program, Fall Protection Program, and manufacturer's safety requirements. Particular attention is drawn to those safety requirements involving entering confined spaces. In addition, the Contractor shall be responsible for implementing traffic control procedures in conformance with City/County/State standards, depending on the jurisdiction of the roadway.
2. Prior to fitting, seals should be given a good visual examination; if quality of material construction is in doubt, the seals must not be used.

3.2 CLEANING

1. Storm water lines shall be cleared of all debris, roots and other materials that would hinder proper insertion of the liner by the Contractor.
2. All material loosened by the cleaning operations shall be removed at nearest manhole.
3. All surfaces of the structure shall be cleaned with high-pressure hydro jet sprayer with an operating pressure of at least 3500 psi.
4. Structure shall then be pressure rinsed with water.
5. Prevent damage to pipeline, if damaged, it should be repaired at no cost to the City.
6. Television Inspection:
 - a. Storm water line sections to be lined shall be TV inspected with a video recording by the Contractor, noting locations of all obstructions.
 - b. No lining shall be performed until the stormwater line has been properly prepared. If the stormwater line is unacceptable for internal joint sealing, the Contractor shall review the TV inspection report and determine the location(s) where spot repair(s) or additional cleaning is required. The Contractor shall perform additional cleaning where necessary.

3.3 JOINT PREPARATION

1. The area of the pipe where the actual "lip seals" make contact, must be prepared to provide a consistent, permanent seal.
2. All imperfections on sealing surface must be removed by scraping or grinding.

3. Any "deep" imperfections shall be properly filled to the full depth with a non-toxic, quick setting, joint filler (plaster or cement mortar) and rendered "flush" with internal surface of pipe.
4. The pipe should be pre-marked with grease chalk to define preparation areas clearly.
5. In case of concrete pipes, it may be necessary to apply a coat of approved epoxy to the preparation area where the seal will be placed, and/or inject joints with chemical grout to stop water intrusion.

3.4 SURFACE PREPARATION

Immediately prior to fitting the seal, the area must be cleaned with a dry brush, and coated with lubricant. Lubricant shall be non-toxic (vegetable based), and "hand applied" so as not to pick up any dirt.

3.5 POSITIONING THE SEAL

1. Before fitting the seal in place, check to see it is not damaged and test unit is tight.
2. Using chalk marks as guides, position seal accurately on the prepared area, bridging the joint gap.
3. Locate test unit in the seal at 9 o'clock or 3 o'clock position; parallel to the joint gap.

3.6 POSITIONING RETAINING BANDS

1. Place three stainless steel bands in the "grooves" provided in the seals. This will transmit the "radial load" evenly to the seal as bands expand.
2. Lock the bands temporarily in position and check for proper alignment before final tightening of band.
3. Tighten bands to the manufacturers recommended torque.

3.7 PRESSURE TESTING

1. Internally sealed areas shall be individually pressure tested.
2. In test 1, used on each section of the pipe after 30 minutes of fitting the seal, a pressure of 10 psig is applied to the seal and a soap and water solution is used to detect any leaks.
3. To prevent excessive ballooning of the center membrane, a restraining device is locked on its expanding position during testing.
4. In test 2, a pressure of 5 psig is applied to the seal through the test valve and maintained, while a soap and water solution is used to detect leaks.
5. Following the tests, the test valve of the seal is plugged.

3.8 INSPECTING

After the work is completed the Contractor shall provide the City with a videotape or DVD showing the completed work, including, the restored conditions. Extremely large diameter pipe will require the use of a handheld video camcorder for post-installation verification. Smaller diameter pipe shall have the post-installation verification done with CCTV recording equipment. NO INVOICE WILL BE INITIATED FOR PAYMENT WITHOUT ACCOMPANYING VIDEOTAPE.

3.9 DISPOSAL OF DEBRIS

1. Under no circumstances shall sewage or solids be dumped onto the ground surface, streets or into ditches, catch basins or storm drains.
2. All solids or semi-solids resulting from the operations shall be removed from the site by the Contractor. Trucks hauling solids or semi-solids from the site shall be watertight so that no leakage or spillage will occur.
3. Disposal shall be at a suitable site selected by the Contractor and approved by the appropriate jurisdictional personnel.

END OF SECTION

SPECIAL CONDITIONS CLAUSES

Bid Security:

Bid Security shall be made payable to City, in an amount equal to ten percent of the bidder's Total Base Bid in the form of a certified check, cashier's check, or a Bid Bond issued by a Surety that is licensed to conduct business in the State of Florida and has at least an "A-" rating in accordance with the most current A.M. Best Company financial strength rating.

The Bid Security of the low bidder shall be retained until such time as the City has executed and provided the awarded bidder with the Contract and Acceptance Form, and the bidder has furnished the required contract security, any insurance certificates and endorsements, whereupon it will be returned. If the low bidder fails to comply with the solicitation requirements, or to furnish any required contract security or required insurance certificates and endorsements, within seven (7) days of the notification of intended award, the City may cancel the intended award and the Bid Security of that bidder may be forfeited up to the difference between the total bid of the forfeited bidder and the next lowest bidder.

The Bid Security of all other bidders may be retained until the earlier of thirty (30) days after execution of the Contract and Acceptance Form or ninety (90) days after bid opening, whichever occurs first.

Quantities

The quantities for the items listed in this solicitation are estimated annual quantities for bid evaluation purposes only and should not be construed as representing actual quantities to be purchased. Moreover, it is understood by all bidders that the City is not obligated to purchase any minimum or maximum amount during the life of a contract resulting from this solicitation.

Site Conditions

The bidder, having visited the site and familiarized themselves with the local conditions, nature, and extent of the work, and having examined carefully the specifications and Terms and Conditions herein, proposes to furnish all equipment, labor and materials without exception for the proper execution and completion of the work and if awarded the contract, to complete the said work within time limits as specified for the following bid prices.

Favored Customer Clause:

Should the awarded bidder (also referred to hereinafter as "Contractor"), of a contract resulting from this solicitation sell the same or substantially the same products or services as listed in this solicitation to another Governmental Agency, within the State of Florida, at a lower price than the price listed in this solicitation, the awarded vendor agrees to extend that same discounted price to the City of Orlando.

Prohibition Against Contracting with Scrutinized Companies

In accordance with Section 287.135 of the Florida Statutes, “[a] company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or is engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.” Section 215.473 defines a company to include “all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.” By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. Any respondent awarded a contract as a result of this solicitation shall be required to recertify at each renewal of the contract that that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and are not engaged in business operations in Cuba or Syria. The City may terminate any contract resulting from this solicitation if respondent or a related entity as defined above is found to have submitted a false certification or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract, should the City determine that the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

GENERAL CONDITIONS
Bidder should read and follow the following instructions.

1. **EXECUTION OF BID:** Bid must contain a manual signature of an authorized representative in the space provided on the Bidder's Certification Form.
2. **SEALED BIDS:** All bids must be submitted in a sealed envelope. The face of the envelope shall contain the date and time of the bid opening and the bid number. Bids not submitted on the City's bid forms may be rejected. All bids are subject to the conditions specified herein and on any attached sheets, specifications, standard terms and conditions and special conditions.
3. **NO BID FORM:** In the event you elect not to bid this requirement, respond by returning this form, marking it "NO BID" and the reason therefor. NOTE: To qualify as a respondent, bidder must submit a "BID" or "NO BID" and it must be received no later than the stated bid opening date and time.
4. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form, with the total bid amount being read aloud. It is the bidders responsibility to assure that their bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered, will not be returned but will be retained in the "BID FILE" unopened. Telephone or telegraphic bids cannot be accepted.
5. **PRICES, TERMS, and PAYMENT:** All prices must be firm for the delivery schedule quoted herein. Bids stipulating "Price in effect at time of shipment" or other similar conditions will be considered not responsive to the bid invitation and will not be accepted. All prices shall be quoted F.O.B. delivered to any City of Orlando Department unless otherwise stipulated in the bid invitation. Bidder is requested to offer cash discount for prompt invoice payment. It is the policy of the City of Orlando to make payments of invoices in time to earn any offered cash discounts. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the Accounts Payable Office, whichever is later.
 - a) **TAXES:** The City of Orlando does not pay Federal excise and State sales taxes. Our tax exemption number is 85-8015427957C-9 and is also stipulated on all our Purchase Orders.
 - b) **POLITICAL SUBDIVISIONS:** Under Florida Law, prices contained in State Contracts shall be available to the City of Orlando, who might wish to purchase under a State Purchase Contract. The City of Orlando therefore reserves the right to purchase any commodities from a State Purchase Contract if in the best interest of the City.
 - c) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be a bidder's risk.
 - d) **CONDITION and PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - e) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
 - f) **MARKING:** Each individual container shall be marked with the brand name of the product, quantity and the name and address of the manufacturer. Each shipping container shall include the name of the vendor and must also clearly indicate the City of Orlando Purchase Order Number.
 - g) **INVOICING and PAYMENT:** The supplier shall be paid in accordance with Florida Statutes, upon submission of invoices to: The Accounts Payable Section, City of Orlando, 400 South Orange Avenue, Orlando, Florida 32801. Invoices are to be billed at the prices stipulated on the purchase order and as outlined in this bid. All invoices must show the City of Orlando Purchase Order Number.
6. **CONFLICT OF INTEREST:** The award hereunder is subject to Chapter 112, Florida Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Orlando. Further, all bidders must disclose the name of any City of Orlando employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the bidders firm or any of its branches.
7. **AWARDS:** As the best interest of the City of Orlando may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers; to reject any all bids or waive any informality or technicality in bids received.
8. **INSPECTION, ACCEPTANCE, and TITLE:** Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of the City of Orlando, unless loss of damage results from negligence by the City of Orlando or its Departments.
9. **DISPUTES:** In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the City of Orlando's Chief Procurement Officer shall be final and binding on both parties. All disputes between the parties shall be resolved in accordance with the City Procurement Code, (Chapter 7 of the City Code).
10. **LEGAL REQUIREMENTS:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the bidder will in no way be cause for relief from responsibility.
11. **LIABILITY:** The vendor shall hold and save the City of Orlando, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirements of the purchase order or contract which may result from this bid.

NOTE: ANY AND ALL STANDARD OR SPECIAL CONDITIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

STANDARD TERMS AND CONDITIONS**1. RECEIPT OF BIDS:**

- a. **Sealed bids, one (1) original and one (1) copy**, shall be submitted to the Procurement and Contracts Division prior to the date and time specified herein. Bids will not be accepted after the designated time and date. It is solely the responsibility of the bidder to ensure timely delivery of their bid submittal.
- b. Each bid shall be submitted in a sealed envelope and marked with the bid number, title of the bid, and bid opening date and time.
- c. If submitted by mail, the bid submittal shall be enclosed in a sealed envelope addressed to the City's Chief Procurement Officer (CPO), at the address listed below. Bids submitted by mail must be received in the office of the Procurement and Contracts Division by the time specified herein for the opening thereof.

Please be advised that United States Postal Service (USPS) Express and Priority service classes, are delivered to the City once daily. Accordingly, in order for a submission to be received by the office of the Procurement and Contracts Division when the services of the USPS are used, a proposer or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.

The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Procurement and Contracts Division and other City departments. Submissions arriving at the USPS after the initial pick-up by the City will be placed in the City's call-box for pick-up and will not be delivered to or received by the Procurement and Contracts Division until the next business day.

When using the USPS or any other mail delivery services, it is the sole responsibility of the bidder to ensure that bids or proposals are received in the office of the Procurement and Contracts Division by the due date and time. **The City shall not be responsible for delays caused by any occurrence.**

- d. All bids shall be mailed or delivered to the office of the Procurement and Contracts Division at the address listed below. Sealed bids are to be addressed as follows:

City of Orlando
Procurement and Contracts Division
Attention: David Billingsley, CPSM, C.P.M.
Chief Procurement Officer
C/O Silvia Coste Purchasing Agent II
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801

2. **COMMUNICATIONS; QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:**

- a. To protect the integrity of the solicitation process and ensure fair consideration of all respondents, a prohibited communication period is hereby established commencing as of the time of the issuance of this solicitation and terminating upon execution of a contract (or, if the solicitation is cancelled, upon cancellation of the solicitation). Except for communication with the City's designated point of contact set forth in this solicitation or as otherwise authorized by the City's Chief Procurement Officer, during the prohibited communication period, the City prohibits communication regarding the solicitation by a respondent or potential respondent (or on a respondent or potential respondent's behalf) to or with any officer, elected official (including the Mayor and City Council), department, division, office, or employee of the City, or any other person or entity providing advice to the City related to this solicitation. During the prohibited communication period, all contacts and communications regarding the solicitation by a respondent, or potential respondent, including their agents, representatives and others on their behalf, shall be directed to the City's Procurement and Contract Services Division in the manner provided below in this solicitation, unless otherwise authorized by the City's Chief Procurement Officer. Prohibited contact or communications during the prohibited communication period may result in disqualification from the solicitation process, rejection of the solicitation, or termination of any resulting contract as determined by the Chief Procurement Officer. In addition, prohibited contact or communications may also be grounds for suspension and debarment of a respondent or potential respondent under the City's Procurement Code.
- b. Any questions by a bidder relative to the interpretation of specifications or the bid process shall be addressed in writing as indicated below. In order to be answered prior to the submittal deadline, questions must be received by the Procurement and Contracts Division ten (10) days prior to the date set for the receipt of bids. Please see the "Written Question(s) Form" under Forms and Submittals Section of this solicitation. Any interpretation made to prospective bidders with respect to questions submitted prior to the cut-off date for questions to be answered prior to the submittal deadline will be expressed in the form of an Addendum to the specifications which, if issued, will be conveyed to all prospective bidders no later than five (5) days before the date set for receipt of bids. Oral answers will not be authoritative.
- c. It will be the responsibility of the bidder to contact the Procurement and Contracts Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid.
- d. All communication and contact regarding this solicitation shall be directed to the Purchasing Agent referenced on the cover page of this Invitation for Bid:

Silvia Coste, Purchasing Agent II
City of Orlando
Procurement and Contracts Division
City Hall at One City Commons
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801
(407) 246-2291
Fax (407) 246-2869

Website: <http://www.cityoforlando.net/admin/purchasing/index.htm>

3. TERM OF THE CONTRACT:

The term of the contract resulting from the solicitation, shall be for an initial twelve (12) month period. The contract may, by mutual assent of the parties, be extended for four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

4. BIDDER'S CERTIFICATION FORM:

Each bidder shall complete the "Bidder's Certification Form" included with this Invitation for Bid. The form must be acknowledged before a Notary Public with notary seal affixed on the document. The failure of a bidder to include this document with their bid submittal will be cause for rejection of the bid.

5. SUBMITTAL OF BIDS:

Bids shall be submitted utilizing the bid form(s) provided herein. All bids shall be properly executed with all blank spaces filled in. The signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the bid. If the unit price and the total amount provided by a bidder for any item are not in agreement, the unit price alone shall be considered as representing the bidder's intention, and the totals shall be corrected to conform thereto.

6. BID INFORMATION:

It is incumbent on the bidder to check the City of Orlando's website at <https://esupplier.cityoforlando.net/vendor/common/default.aspx> or contact the Procurement and Contracts Division for current bid and award information, prior to and after the scheduled opening date of a solicitation, in accordance with the instructions provided herein, in section entitled, "Invitation for Bid Award Information".

7. EXCEPTIONS TO TERMS AND CONDITIONS:

When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's bid document(s). Inclusion of additional terms and conditions, such as those which may be on your company's standard forms, may result in your bid being declared non-responsive.

8. SPECIFICATIONS:

- a. The Specifications shown in the Invitation for Bid are intended to represent items of a quality level known to meet City's requirements. While the City endeavors to promulgate written Specifications that are accurate and nonrestrictive for bidding purposes, they may also reference an item by manufacturer's name and model number. Bidders are cautioned that in the event of a discrepancy therein, such difference must be timely questioned in writing. Any written question must be received by the Procurement and Contracts Division at the address on the cover of this solicitation no later than ten (10) days prior to the bid opening.

- b. If any proprietary, trade, brand, or manufacturers' name or part number is used herein in describing the required equipment or materials, it shall be understood to indicate the minimum standard of composition and quality desired, and shall not be construed to exclude equipment or goods that equals or exceeds the functional capability and quality of the named equipment. The City, in its sole discretion, shall determine whether equipment or goods are equivalent in capability and quality.

Bidders are strongly encouraged to submit equivalent equipment or materials for consideration during the question and answer period. If equivalent equipment or materials is proposed, indicate the manufacturer's name and model number for the equipment and include any literature or other explanation of the equipment's quality or performance with your bid.

- c. The equipment bid herein shall be new and shall be of the current production model. If applicable, detailed equipment specifications for make and model offered shall be provided with bid.
- d. Bidders may be required, at no expense or liability to the City, to make available for test/demonstration, equipment equal in all aspects to the equipment bid, and/or equal equipment that may be seen under operating conditions in the Central Florida area.

9. SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any 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 shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

10. DISCOUNTS:

Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discounts will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

11. ALTERATIONS/CHANGES TO BID PRICE FORM(S):

Bidder shall not change or otherwise alter the quantity or unit designations on the Bid Price Form(s). The unit price bid and total extensions must correspond to these designations. Each line item will be extended as indicated (quantity x unit price). The unit price shall prevail.

12. ADDENDA:

It is the bidder's responsibility to contact the Procurement and Contracts Division prior to submitting a Bid to ascertain if any Addenda have been issued, to obtain all such Addenda, and return executed Addenda with the Bid. If you have downloaded this Bid from the Internet, please ensure that you also download all such Addenda. The failure of a bidder to submit acknowledgment of any Addenda that affects the bid price(s), is considered a major irregularity and will be cause for rejection of the Bid.

13. "NO BID" RESPONSE FORM:

In the event you elect not to bid on this requirement, please complete and return the "No Bid" form included in this solicitation.

14. OPENING OF BIDS:

Sealed bids will be received in the Procurement and Contracts Division until the due date and time as specified in this Invitation for Bid. Bids will be opened and the total bid amount shall be publicly read aloud immediately following the published due date and time. No responsibility will attach to the City for the premature opening of a bid not properly addressed and identified. Bidders or their authorized agents are invited to be present at the bid opening.

15. BIDDER QUALIFICATION:

Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt service. The City reserves the right to request information or conduct an inspection of the bidder's facility and equipment prior to the award of the contract.

Bids will be considered only from firms which are regularly engaged in the business as described in this bid package; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded a contract under the terms and conditions herein stated.

The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practice in the industry and as determined by the City.

Failure to comply with the established deadline for submittal of required documents may be grounds for disqualification.

16. INSPECTION OF PUBLIC RECORDS:

Bidders may request copies of the solicitation records in person or by written request to the City Records and Archive Management Services located at 400 South Orange Avenue, 2nd Floor, Orlando, Florida, 32801 or by calling (407) 246- 2148. You may also email your request to Don Price at donald.price@cityoforlando.net. Pursuant to Florida State Statute Chapter 119.07, sealed bids are exempt from public inspection until such time as the City provides Notice of Intended Action or until thirty (30) days after bid opening, whichever is earlier.

17. IRREGULAR BIDS:

Bids made on other than the documents furnished by the Procurement and Contracts Division may not be considered. Changes in phraseology, additions, or limiting provisions made on the Invitation for Bid may render the bid irregular and may cause rejection. The City's Chief Procurement Officer, however shall have the authority to waive minor irregularities.

18. UNBALANCED BIDS:

At determined by the City's Chief Procurement Officer in the CPO's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the Chief Procurement Officer's opinion, the prices are, or appear to be, excessively unbalanced.

19. WITHDRAWAL OF BIDS:

After bid opening, no changes in bid prices or other provisions shall be permitted. Bidders may withdraw or correct a bid prior to the stipulated date and time for the opening of bids upon a written request to the City's Chief Procurement Officer.

20. EVALUATION OF BID AWARD:

The City reserves the right to award the bid to the responsive and responsible bidder who submits the lowest bid meeting specifications. For purposes of this solicitation, the determination of the responsive and responsible bidder submitting the lowest bid shall be made after the application of all applicable programs and preferences established by the City, including but not limited to the City's MBE/WBE program and VBE preference. In determining whether a bidder is responsible, the City reserves the right to consider matters such as, but not be limited to, quality offered, delivery terms, and service reputation of the bidder.

21. AWARD OR REJECTION OF BIDS:

The City's Chief Procurement Officer reserves the right to accept any, all or part of any bids, to waive minor irregularities, or to reject any, all or part of any bids, and to advertise for new bids, as the interest of the City may require. The City's Chief Procurement Officer also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who investigation shows is not in a position to perform the contract. In determining responsibility, the following other qualifications, in addition to price, may be considered by the City's Chief Procurement Officer:

1. The ability, capacity and skill of the bidder to perform the service required.
2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
4. The quality of performance of previous contracts or services.
5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.

7. The quality, availability and adaptability of the supplies, or services, to the particular use required.
8. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
9. Whether the bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the bidder's taxes or assessments are delinquent.
10. Such other information as may be relevant or secured.

22. SELECTION/REJECTION OF OPTIONS:

The City of Orlando reserves the right to select/reject options which are bid, based on price and other considerations as deemed to be in the best interests of the City.

23. MULTIPLE AWARDS:

The City reserves the right in its sole discretion after evaluation of all responsive bids, to award the work described herein to more than one responsive and responsible bidder. In such cases where an award is made to more than one responsive and responsible bidder, the City shall apportion the work among the various primary, secondary and alternate providers in such manner and at such time as it deems appropriate under the circumstances in its sole discretion and no minimum amount or proportion of work is guaranteed to any single provider or class of providers irrespective of such provider's designation as primary, secondary or alternate.

24. CONTINGENT FEES:

The bidder warrants that no City official or employee was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

25. IRREVOCABLE OFFER:

The submission of a bid shall constitute an irrevocable offer to the City by the bidder for a period of ninety (90) days from the date of bid opening to provide the goods and services set forth in this solicitation upon the terms, conditions, and provisions of this solicitation, at the pricing set forth in the bid.

26. PRICING AND ORDERING:

The City will issue purchase orders directly to the awarded bidder for the purchase of supplies and materials. The awarded bidder shall honor these orders in accordance with the terms and conditions of the solicitation and their pricing and discounts terms as listed in their bid submittal. Unless otherwise specified, the awarded bidder shall stock sufficient quantities of supplies to meet the requirements of the City on an "as-needed" basis within seventy-two (72) hours after being notified of such requirements by the City.

27. RETURN OF MERCHANDISE:

All items delivered must meet the Specifications herein. Items delivered not as specified will be returned at no expense by the City of Orlando. The City may return, for full credit, any unused items received which fail to meet the city's performance standards. Replacement items meeting Specifications must be submitted within a reasonable time after rejection of the non-conforming items. The supplier is to accept for full credit, any merchandise returned by the City within ninety (90) days from the delivery or pick up date. All merchandise to be acceptable for full credit is to be returned in a condition to allow for resale by the vendor and include reference to an applicable Vendor Invoice or Packing List. Full credit is to include all costs paid by the City related to the subject merchandise as determined by the appropriate Vendor Invoice or Packing List.

28. FAMILIARITY WITH SITE WORK AND CONDITIONS:

The responsibility for the determination of accurate measurements, the extent of work to be performed, and the conditions surrounding the performance thereof shall be the bidder's. Submission of a bid shall constitute acknowledgment by the bidder that it is familiar with all such conditions. The failure or neglect of a bidder to familiarize itself with the site of the proposed work, shall in no way relieve it from any obligations with respect to its bid.

29. RIGHT TO AUDIT RECORDS:

The City shall be entitled to audit the books and records of a Contractor or any subcontractor to the extent that such books and records relate to the performance of the contract or any subcontract. The Contractor and its subcontractors shall retain and maintain financial records and other records relating to the contract for a period of five (5) years from the date of final payment under the contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the City. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

30. ASSIGNMENT:

The Contractor shall not sell, assign, or transfer any of its rights, duties, or obligations under the contract or under any purchase order issued pursuant to the contract, without the prior written consent of the City. The Contractor shall give full attention to the contract, to the faithful execution of the contract, and shall keep the same under its control.

31. FISCAL YEAR FUNDING APPROPRIATION:**1. Specified Period**

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City provided funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefor.

2. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the Contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies or services delivered under the contract or otherwise recoverable.

32. **APPLICABLE LAW AND APPEALS:**

This solicitation is issued in accordance with and shall be governed by the provisions and procedures of Chapter 7 of the City of Orlando's Code which can be accessed online at: <http://library.municode.com/index.aspx?clientId=13349> or by contacting the Procurement and Contracts Division. Any appeal of matters relating to this solicitation must be filed in accordance with the requirements of Chapter 7 of the City Code.

33. **WARRANTY:**

Bidder warrants that all equipment, materials and workmanship, whether furnished by bidder or its subcontractor(s), will comply with the City's specifications, drawings and other requirements. The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. Whenever required by the specifications of the Invitation to Bid, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the City's option, either reperform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or refund to the City, the charge paid by the City, which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for reperformance of the work provided by other Contractors.

34. **CONTRACT AND ACCEPTANCE FORM:**

In order to expedite the contracting process after bid opening and preclude delays occasioned by subsequent contract execution, bidders are requested to sign the Contract and Acceptance Form included with this solicitation and return the form with their bid. In the event that a successful bidder fails to properly execute the Contract and Acceptance Form or return said form (or, if necessary, a letter of authorization) with their bid, the City shall notify the bidder of the City's intent to make an award and the bidder shall submit such form properly executed (together with a letter of authorization, if necessary, as set forth below) within fifteen (15) calendar days of receipt of notice from the City. Unless such time is extended by the City, the failure of a bidder to submit a properly executed form (and, where necessary, a letter of authorization) within said time period shall be cause for cancellation of the intended award by the City in its sole discretion. In the event that an intended award is cancelled, the award may then be made to the next lowest responsive and responsible bidder or the City's Chief Procurement Officer may decline to make an award. Successful bidders who default in properly executing the Contract and Acceptance Form after notification of the City's intent to make an award shall forfeit any bid security to the City and are subject to suspension and/or debarment by the City. Unless otherwise agreed by the City in its sole discretion, the Contract and Acceptance form shall be executed and notarized as follows:

If the bidder is a corporation, the Contract and Acceptance Form shall be signed by an authorized corporate officer (i.e., President, Vice President, C.E.O, or C.O.O.).

1. If bidder is a Partnership, the Contract and Acceptance Form shall be signed by a general or managing partner.
2. If the bidder is a limited liability company, the Contract and Acceptance Form shall be signed by a Manager or Managing Member having authority to bind the company.
3. If bidder is a sole proprietorship, the owner shall sign the Contract and Acceptance Form.

If an aforementioned signatory is not available and a different authorized signatory executes the form, a letter of authorization reflecting the signatory's authority shall be submitted on the bidder's stationery stating that the person who signed the form is duly authorized to enter into such contract on behalf of the bidder. Such letter of authorization shall be signed by one of the designated signatories above or such other representative as may be acceptable to the City. If you have any questions regarding the execution of the Contract and Acceptance Form, please contact the Procurement and Contracts Division at (407) 246-2291 for further clarification.

If a bid is accepted by the City of Orlando, the Contract and Acceptance Form will be executed by the City with respect to the items awarded and returned to the bidder evidencing the City's acceptance of the bid. No award shall be final, and no bidder shall have any entitlement to a contract or award, until such time as the City has executed the Contract and Acceptance Form. Upon execution by both parties, the Contract and Acceptance Form will constitute the formal written contract between the City of Orlando and the bidder. Any such resulting contract shall be non-exclusive, and the City may procure the goods and services listed in said contract from other sources. Within one (1) week of receipt of the fully executed Contract and Acceptance Form, an awarded bidder shall provide to the City with any required bonds, indemnities, and insurance certificate(s).

35. ACCEPTANCE OF MATERIALS/SERVICES:

The City will be deemed to have accepted the Work after the City's Chief Procurement Officer is notified by the using Department of its satisfaction that the Work is completed, in accordance with solicitation specifications. The Work under this Agreement shall remain the property of the Contractor until the City accepts such work. In the event the Work furnished under this Agreement is found to be defective or does not conform to the specifications, the City reserves the right to cancel the Agreement upon written notice to the Contractor.

36. CONTRACT ALTERATIONS:

No waiver, alterations, consent or modification of any of the provisions of the contract shall be binding unless in writing and signed by the City's Chief Procurement Officer or the CPO's designee.

37. INDEMNIFICATION:

The awarded bidder agrees to indemnify and hold harmless the City, its elected officials, officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including

attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with the contract.

38. INSURANCE:

1. General Insurance Requirements. Within seven (7) days of receipt of a notification of intended award from the City, the Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City. The Certificate(s) of Insurance shall demonstrate that the awarded bidder has coverage in accordance with the requirements set forth herein. Insurance coverage must be in force throughout the contract term. Should a Contractor fail to maintain insurance as required or to provide acceptable evidence of insurance within seven (7) days prior to the expiration date of an insurance policy, the City shall have the absolute right to terminate the contract without any further obligation to the Contractor. In such event the Contractor shall be liable for the entire additional cost of procuring performance plus the cost of performing the incomplete portion of the contract at the time of termination.
2. Subcontractors. Unless expressly specified otherwise in this solicitation, a Contractor and its subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the City. It shall be the responsibility of the Contractor to maintain the required insurance coverages and to assure that subcontractors maintain required insurance coverages at all times. Failure of a Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and City's approval of insurance coverage to be maintained by a Contractor and its subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor and its subcontractors under a contract. Any insurance carried by the City that may be applicable shall be deemed to be excess insurance and the Contractor's insurance primary for all purposes despite any conflicting provision in the Contractor's policies to the contrary.
3. Certificates of Insurance. Prior to commencing work at the jobsite, and as a condition precedent to the Contractor's and his subcontractors' initiation of performance, the Contractor and its subcontractors shall furnish the City with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than 30 days advance notice in writing to the City prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than 10 days advance notice in writing shall be required). In addition, the Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. Certificates of insurance for a Contractor and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the Procurement and Contracts Division at the address set forth for delivery of the bid.

4. Additional Insureds. All insurance coverages furnished under a contract except Workers' Compensation and Employers' Liability shall include the City and its officers, elected officials, and employees as additional insureds with respect to the activities of the Contractor and its subcontractors. The City shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.
5. Waiver of Subrogation. The Contractor and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, its officers, elected officials, agents and employees and against other Contractors and subcontractors.
6. Types of Coverage to be Provided. The awarded Contractor (and its subcontractors to the same extent and on the same terms as set forth below for Contractor) shall maintain the following coverages and furnish the certificate(s) of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtained meeting the requirements of the contract.

(i) Workers' Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state workmen's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" or "other states" endorsement. Exemption certificates shall be accepted if valid during the term of the contract, but only for those eligible corporate officers pursuant to Chapter 440 of the Florida Statutes. Proof of workers' compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption. The liability limits shall not be less than:

Workers' compensation	Statutory
Employer's Liability	\$100,000 each occurrence

(ii) Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:

Bodily injury and	\$1,000,000 combined single
Property damage	limit each occurrence

(iii) Commercial General Liability. This insurance shall be an "occurrence" type policy (excluding automobile liability) written in comprehensive form and shall protect the Contractor and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the City or others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a "contractual liability" endorsement to insure the contractual liability assumed by the Contractor under its contract with the City, and "completed Operations and Products Liability" coverage (to remain in force for 2 years after final payment and subsequent to project completion). If the Contractor's work, or work under its direction, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage

shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property. The liability limits shall not be less than:

Bodily injury and
Property damage

\$1,000,000 combined single
limit each occurrence

39. LICENSES:

Unless otherwise extended by the City, the awarded bidder will be required within fifteen (15) calendar days of award date, to provide any and all local, state, and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the contract.

40. AUTHORITY:

The City's Chief Procurement Officer or the CPO's written designee shall have authority to act on behalf of the City in matters related to the contract, including but not limited to the sending and receiving of any notices required hereunder.

41. PUBLIC ENTITY CRIMES:

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid to provide any goods or services to a public entity, may not submit a bid with a public entity for the construction or repair of a public building or a public work, may not submit a bid on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017 of the Florida Statutes for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

42. PROMPT PAYMENT ACT:

Payment by the City shall be made in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act.

1. Proper Invoice

For purposes of billing submission and payment procedures, a "proper invoice" by a Contractor, vendor or other invoicing party shall consist of at least all of the following:

- a. a description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- b. the amount due, applicable discount(s), and the terms thereof;
- c. the full name of the vendor, Contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;

- d. the Purchase Order or contract number as supplied by the City; and
- e. an identification by Division, Office or Department of the party(ies) to whom the goods were delivered or services provided.

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Business and Financial Services Department, City of Orlando, 400 South Orange Avenue, P.O. Box 4990, Orlando, Florida, 32802-4990.

Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the vendor, Contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements that those requirements have been complied with.

2. Dispute Resolution

In the event a dispute occurs between a Contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Procurement and Contracts Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the City's Chief Procurement Officer shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

43. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:**

At the option of the awarded vendor, the submission of any bid in response to this Invitation for Bid constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities. Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this bid.

44. **EQUIPMENT:**

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on City property by the Contractor.

45. TERMINATION FOR CONVENIENCE:

The City's Chief Procurement Officer may terminate any contract resulting from this solicitation for convenience with advance written notice to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all work properly performed or materials provided prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination.

46. DRUG-FREE WORKPLACE CERTIFICATION:

By submitting a bid in response to this Invitation for Bid, you are certifying that your company is a drug-free workplace in accordance with Florida Statute §287.087.

47. AMERICANS WITH DISABILITIES ACT:

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Procurement and Contracts Division, City Hall at One City Commons, 400 South Orange Avenue, Orlando, Florida 32801 telephone (407) 246-2291, not later than seven (7) days prior to the date on which the accommodation is requested.

48. PURCHASING CARD PROGRAM:

The City of Orlando uses the VISA Purchasing Card Program to streamline our procurement process. In order to expedite payments to suppliers, The Bank of America VISA Purchasing Card and ePayable solution has been implemented to more effectively control our procurement activities and to achieve a significant cost savings over the traditional paper, purchasing and payment system. As one of the City of Orlando's valued suppliers, your business may also achieve cost savings results by accepting the ePayables solution. Identified supplier benefits of this Program may include:

- Reduction of payment time
- Direct electronic deposit to your primary banking account
- Increase in working capital
- Elimination of invoicing
- Reduced collection efforts
- Enhanced corporate relationships
- Reduced billing costs
- Enhanced reporting
- Increased sales as a "Preferred Supplier"

Additionally, you will be able to grow your customer base by accepting purchasing cards from other corporate customers as well as all major credit cards, therefore, The City encourages all vendors to accept the VISA ePayable solution.

49. RECIPROCAL LOCAL PREFERENCE:

In the event the lowest responsive and responsible response to any Invitation for Bid or Request for Proposal is by a vendor whose principal place of business is in a city, county, or state which grants a preference for the procurement of such goods or services to a vendor whose principal place of business is in such area, then the City may award a preference to the (next) most responsive and responsible vendor having a principal place of business in the Metropolitan Statistical Area, (i.e., Orange, Seminole, Lake and Osceola Counties). Such preference shall be equal to the preference granted by the area in which the lowest responsive and responsible vendor has its principal place of business.

50. EMERGENCY SUPPORT:

It is hereby made a part of this Invitation for Bid that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God, that the City of Orlando shall be provided goods and services on a first priority basis. It is vital and imperative that the citizens of the City are protected from any emergency situation which threatens public health and safety, as determined by the City. Contractor agrees to provide, rent, sell, or lease all goods and services required by the City on a first priority basis. The City expects to pay a fair and reasonable price for all goods and services acquired before, during and after a disaster, emergency or hurricane. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

51. SUBCONTRACTORS:

The Contractor shall perform all of its obligations and functions under the contract by means of its own employees, or by a duly qualified subcontractor, which is approved in advance by the City. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to insure that the subcontractor performs as required and itself perform or remedy any obligations or functions, which the subcontractor fails to perform properly.

52. BID PRICES:

Unless otherwise specified, Bid Prices must include all costs (labor, overhead, materials) and profit to perform the work specified in this Invitation for Bid. Bid prices shall remain firm for the entire contract period unless otherwise specified or changed by an Amendment. At each renewal period, price increases or decreases may be considered, provided they are reasonable and acceptable to the City. Any Amendment must be in writing and signed by both parties.

53. GOVERNING LAW / VENUE:

The contract is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida. Contractor shall comply with all applicable federal, state, and local laws in the performance of work under the Contract. To the extent applicable, Contractor shall comply with Florida public records laws, including Sections 119.0701(2)(a) through (d) of the Florida Statutes. Any litigation arising out of this contract shall be commenced in the State and Federal Courts of Orange County, Florida.

54. RECYCLED CONTENT:

In support of the Florida Waste Management Law, bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The City is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); the percentage of recycled material contained in the product and the cost and product performance impact of increasing the percentage of recycled content. The City is requesting that bidders provide detailed information regarding any known or potential recycled material content in the product that may be extracted and recycled after the product has served its intended purpose, on the Bidder's Questionnaire as provided in this solicitation.

55. ORDER OF PRECEDENCE:

This solicitation shall be included and incorporated in the purchase order or contract resulting from this solicitation. The purchase order or contract, including any exhibits attached thereto, contains all the terms and conditions agreed upon by the parties. No other contract, oral or otherwise, regarding the subject matter of the contract, shall be deemed to exist or to bind either party hereto. Unless otherwise expressly provided in the purchase order or contract, in the event of any conflict between the terms of the contract or purchase order, the City's solicitation, and the vendor's response, the order of precedence shall be the contract or purchase order, followed by the solicitation, and then the response to the solicitation.

56. PATENTS AND COPYRIGHTS:

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under the contract, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

57. TERMINATION FOR DEFAULT:

The performance of Work under the contract may be terminated by the City's Chief Procurement Officer, in whole or in part, in writing, whenever the Chief Procurement Officer shall determine that the Contractor has failed to meet the performance requirements of the contract. The Chief Procurement Officer has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the contract, or if the Contractor fails to perform any other provisions of the contract. Notwithstanding the preceding, nothing herein shall be deemed to preclude the Chief Procurement Officer in the CPO's sole discretion on a case by case basis from providing the Contractor with written notice and a reasonable opportunity to cure the default prior to termination.

Failure of a Contractor to deliver or perform the required Work within the time specified, or within a reasonable time as determined by the Chief Procurement Officer or failure to make replacements of rejected articles or Work when so requested, immediately or as directed by the Chief Procurement Officer, shall constitute authority for the Chief Procurement Officer to purchase in the open market articles or Work of comparable grade to replace the articles or Work rejected, not delivered, or not completed. On all such purchases, the Contractor or his surety, shall reimburse

the City, within a reasonable time specified by the Chief Procurement Officer, for any expense incurred in excess of the contract prices.

Such purchases shall be deducted from contract quantities or work. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Chief Procurement Officer. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the Chief Procurement Officer that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor. Nothing herein shall be deemed to preclude the City's exercise of any other rights or the City's pursuit of any other remedies that it may have herein or under law or in equity, including but not limited to any right of the City to terminate the contract for convenience.

58. TIME OF COMPLETION:

The parties understand and agree that time is of the essence in the performance of the contract. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction in whole or in part, of equipment or manufacturing plant, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City's Chief Procurement Officer may at the CPO's discretion, cancel the contract for the convenience of the City. The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

59. CORRECTION OF WORK:

The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to the contract whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work.

60. INFORMATION:

All information, data, designs, plans, drawings, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to the contract, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents as necessary to perform the Work.

61. SAFETY MEASURES:

The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of the workmen and public. If necessary, the Contractor shall post signs warning against hazards in and around the work site.

62. EXTRA WORK:

The City, without invalidating the contract, may order changes in the Work within the general scope of the contract consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written amendment to the contract, and shall be executed under the applicable conditions of the contract. If the Contractor plans to make a claim for an increase in the contract price or an extension in the contract schedule/term, it shall first give the City written notice within ten (10) calendar days after the occurrence of the event giving rise to such a claim. This written notice shall be given by the Contractor to the City, and a written approval secured from the using Department and the City's Chief Procurement Officer, before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall immediately proceed. No claim for extra work will be considered valid by the City unless first submitted in writing.

63. FAMILIARITY WITH THE WORK:

The Contractor acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of the contract by the Contractor serves as his stated commitment to fulfill all the conditions referred to in the contract.

64. TITLE AND RISK OF LOSS:

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

65. TRADE NAMES:

In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is definitely indicated therein by the bidder. The reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered provided each bidder clearly states in his bid or proposal exactly what he proposes to furnish and forwards with his bid a cut illustration or other descriptive matter which will clearly indicate the character of the article covered by his bid. The City hereby reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposes to furnish which contains major or minor variations from the specification requirements but may comply substantially therewith. If no particular brand, model, or make is specified and if no data is required to be submitted with the bid, the successful Contractor after award and before manufacturer or shipment may be required to submit working drawings or detailed descriptive data

sufficient to enable the City to judge if such requirement of the specification is being complied with.

66. FEDERAL, STATE, AND LOCAL RULES / APPROVALS:

The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.

67. CLEAN WORK AREA:

The Contractor shall at all times, keep the Work area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove any such materials to an approved disposal location.

68. MISCELLANEOUS PROVISIONS:

By submitting a bid, the bidder shall be deemed to have certified that the contract is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the work covered by the contract and is in all respects fair and without collusion or fraud. Bidder further warrants and certifies that they are authorized to enter into the contract and to execute same on behalf of the Contractor as the act of the said Contractor.

The contract, including any Exhibits thereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of the contract shall be deemed to exist or to bind either party thereto. If any section, sentence, clause, phrase, provision, or other portion of the contract is, for any reason, held invalid or unconstitutional by a court or other body 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 of the contract. The contract is solely for the benefit of the parties to the contract and no causes of action shall accrue upon or by reason thereof to or for the benefit of any third parties.

The City's Chief Procurement Officer or written designee shall have authority to act on behalf of the City in matters related to the contract, including but not limited to the sending and receiving of any notices required hereunder.



FORMS AND SUBMITTAL DOCUMENTS



ELECTRONIC BID PRICING FORM(S) INSTRUCTIONS

This Solicitation uses an Electronic Bid Price Form. You may download the Microsoft Excel spreadsheet from eSupplier, or you may receive a disc from the Procurement and Contracts Division at no cost to you.

Complete the Electronic Bid Price Form using Microsoft Excel. Insert your **Vendor Name, City, State and Zip** in the fields located at the top of the form (in yellow). The Electronic Bid Price Form has been designed to allow the vendor to insert data into the appropriate unlocked fields. These fields are labeled Item No., Qty, Unit, No Bid, Description, Unit Price, and Total. For convenience, the Electronic Bid Price Form will automatically calculate and total. If you are submitting a “no bid” item to the City, use no bid column to pull down “no bid” selection. Do not input “no bid”, “no charge” or N/A in that field.

Once complete, “save as” the Electronic Bid Price Form on a blank CD or flash drive (that you provide). **Return Electronic Bid Price Form and one (1) hard copy of your completed Bid Price Form together with your completed Invitation for Bid submittal** in a sealed envelope, by the due date and time specified herein. Again, ensure your **Vendor Name, City, State and Zip** are included on both the Microsoft Excel spreadsheet and on the front of the envelope that you submit to the City. Be sure to save a copy for yourself as well.

If you need further assistance in obtaining the Electronic Bid Price Form, you may contact the Procurement and Contracts Division at (407) 246-2291 and we would be more than happy to assist you.

BIDDER'S CERTIFICATION FORM:

I have carefully examined the Invitation for Bid, Instructions to bidders, General, Standard and Special Conditions, Specifications, Contract and Acceptance Form and any other documents accompanying or made a part of this Invitation for Bid.

I hereby propose to furnish the goods or services specified in the Invitation for Bid at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

I agree to abide by all conditions of this bid and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the bidder as its act and deed and that the vendor/Contractor is ready, willing and able to perform if awarded the bid.

I certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service. I further certify that no officer, employee or agent of the City of Orlando or of any other Proposer has a financial interest in this bid. I further certify that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I hereby certify that neither bidder, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit, are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes or are engaged in business operations in Cuba or Syria as defined in said statute.

LAYNE INLINER, LLC
NAME OF BUSINESS

BY: [Signature]
SIGNATURE

MARK HARRIS, V.P.
NAME & TITLE, TYPED OR PRINTED

2531 JEWETT LANE
MAILING ADDRESS

SANFORD, FL 32771
CITY, STATE, ZIP CODE

(407) 472-0014
TELEPHONE NUMBER

(407) 472-0099
FAX NUMBER

MIKE.CANNON@LAYNE.COM
E-MAIL ADDRESS

State of FLORIDA
County of SEMINOLE

Sworn to (or affirmed) and subscribed before me
this 20th day of NOVEMBER, 2014, by
MARK HARRIS, V.P.

[Signature]
Signature of Notary

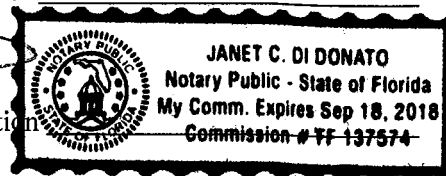
Notary Public, State of FLORIDA

Personally Known

-OR-

Produced Identification

Type: _____



Company Tax ID # 01-0684682
(The City only requires Company Tax ID numbers. The City is not requesting individual social security numbers.)

CONTRACT AND ACCEPTANCE FORM FOR SOLICITATION NO. IFB15-0017

Upon execution of this contract below by the City of Orlando ("City"), the undersigned hereby agrees to provide all goods and services set forth in its bid in response to the above referenced solicitation ("Solicitation") in accordance with, and subject to, all terms, conditions, and provisions of the Solicitation at the prices set forth in the undersigned's bid for the items and work awarded to it by the City. This Contract and Acceptance Form together with the (i) Solicitation, including all addenda, and (ii) the undersigned's bid in response to the Solicitation, including all schedules and forms submitted with the bid, all of which are hereby incorporated herein by this reference, shall constitute the formal written contract between the City and the undersigned.

SIGNATURE

MARK HARRIS, V.P.
NAME & TITLE, TYPED OR PRINTED

LAYNE INLIDER, LLC
NAME OF BUSINESS

2531 JEWETT LANE
MAILING ADDRESS

SANFORD, FL 32771
CITY, STATE, ZIP CODE

PHONE: (407) 472-0014

FAX: (407) 472-0099

E-MAIL: MIKE.CANNON@LAYNE.COM

State of FLORIDA
County of SEMINOLE

Sworn to (or affirmed) and subscribed before me
this 20th day of NOVEMBER, 2014, by

MARK HARRIS, V.P.

[Signature]
Signature of Notary

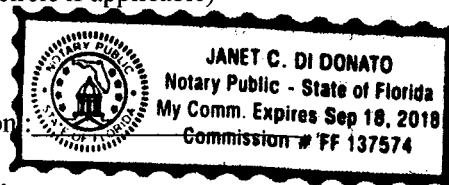
Notary Public, State of FLORIDA

Personally Known (circle if applicable)

-OR-

Produced Identification:

Type of Identification:



FOR USE BY THE CITY OF ORLANDO ONLY

This contract is awarded to the party listed above as a: Primary Supplier: ☒ Secondary Supplier: ☐

This contract is for: All Item Numbers: ☒ or Item Numbers: ☐

INITIAL CONTRACT TERM: Dec. 15, 2014 to December 14, 2015

ACCEPTANCE:

CITY OF ORLANDO, FLORIDA

By: [Signature]
Chief Procurement Officer

DAVID BILLINGSLEY, CPSM, C.P.M.

Date: December 18, 2014

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

[Signature]
Assistant City Attorney
ORLANDO, FLORIDA

Date: December 15, 2014

BIDDER'S QUESTIONNAIRE:

The following questionnaire is to be completed by the bidder and provided with its bid submittal. If a question is not applicable, so indicate by writing "N/A".

1. **COMPANY NAME:** LAYNE INLINER, LLC
Address of Principal Place of Business: 2531 JEWETT LANE
City/State/Zip: SANFORD, FL 32771
Phone: 407-472-0014 **Fax:** 407-472-0099
Name of primary Contact: MICHAEL CANNON **Email:** MIKE.CANNON@LAYNE.COM

2. **TYPE OF ORGANIZATION:**

☐ Sole Proprietorship ☒ Partnership ☐ Non-Profit
☐ Joint Venture ☒ Corporation ☐ Other: _____

State of Formation: INDIANA **Federal ID #** 01-0684682 **DUNS #** 13-073-4267
 (The City only requires a Federal Tax ID Number, not a Social Security number.)

3. **EMERGENCY CONTACT PERSON:** MICHAEL CANNON
Phone: 407-472-0014 **Fax:** 407-472-0099 **Cell:** 407-256-2979

4. **INSURANCE COMPANY NAME:** LOCKTON COMPANIES
Agent Contact: BRAD LEMISH **Phone:** 816-960-9242

5. **EXPERIENCE:**

A. Years in business: 30+
 B. Years in business under this name: 12+
 C. Years performing this type of work: 30+

6. **SUBCONTRACTORS - for informational purposes only:** If bidder intends to use subcontractors, please provide the information below. All subcontractors listed remain subject to approval by the City.

Name of subcontractors to be utilized and type of work:

Name	Type of Work	M/WBE City Certified? (Y or N) (Y or N)	VBE Certified?
<u>NONE</u>			

7. LOCAL SERVICE FACILITY, IF APPLICABLE:

- A. Name of local service center: LAYNE INLINER, LLC
B. Address of local service center: 2531 JEWETT LANE
SANFORD, FL 32771
C. County local service center is located in: SEMINOLE
D. Contact: MICHAEL CANNON Telephone number: 407-472-0014

8. RECYCLED CONTENT:

- A. Percentage of recycled material contained in the product: 0 %
B. Is your product packaged/shipped in material containing recycled content? Yes No ✓
C. Is your product recyclable after it has reached its intended end use? Yes No ✓

9. ADDITIONAL INFORMATION:

1. FOB Point Destination
2. Discount Payment Terms (if any): 0 %, if paid within days after receipt of invoice.
3. Is your company willing to accept the VISA ePayable solution for payment of all invoices?
✓ Yes No
4. Is your company willing to serve as a secondary supplier in the event your company is not selected for primary award? ✓ Yes No

10. REFERENCES:

Bidder shall submit as a part of their Bid submittal, a minimum of three (3) customer references for similar products which your firm has provided within the last three (3) years. See requirement section Part 1 General, 1.a, 2

Reference #1:

Name: CITY OF ORLANDO (BIO9-2570)
Address: 400 SOUTH ORANGE AVE., ORLANDO, FL 32801
Telephone No.: 407-448-6072 Fax No.:
Contact: JAMES KINNEY
E-mail: JAMES.KINNEY@CITYOFORLANDO.NET

Reference #2:

Name: ORANGE COUNTY, FLORIDA - VARIOUS CONTRACTS
Address: 400 E. SOUTH ST., ORLANDO, FL 32802
Telephone No.: 407-836-5635 Fax No.: 407-836-5899
Contact: JOHN SCHMIDT
E-mail: JOHN.SCHMIDT@OCFL.NET

Reference #3:

Name: FLORIDA DEPT. OF TRANSPORTATION DISTRICT 5
Address: 719 S. WOODLAND BLVD., DELAND, FL 32720-6834
Telephone No.: 407-482-7820 Fax No.: 386-943-5405
Contact: TREVOR WILLIAMS
E-mail: TREVOR.WILLIAMS@DOT.STATE.FL.US

Reference #4:

Name: _____
Address: _____
Telephone No.: _____ Fax No.: _____
Contact: _____
E-mail: _____

WRITTEN QUESTION(S) FORM:

Any questions relative to interpretation of specifications or the solicitation process must be addressed to the City in writing. For uniformity, the City requests that you use the following format. No verbal inquiries will be accepted. Written questions must be received at least ten (10) days prior to the solicitation due date. Written questions received within ten (10) days of the solicitation due date will not be responded to. Please submit all questions to the Purchasing Agent as identified in this Invitation for Bid. This form is provided for your convenience, however, emails to the Purchasing Agent are acceptable.

Only written answers and clarifications in the form of a written Addendum to the solicitation will be binding. Oral answers will not be authoritative.

SOLICITATION NUMBER: IFB15-0017 **DATE SUBMITTED:** _____

SOLICITATION TITLE: STORM LINE REHABILITATION CLEANING & VIDEO RECORDING

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

CONTACT NAME: _____ **PHONE:** _____

1. _____

2. _____

3. _____

4. _____

5. _____



ATTACHMENT "A"

AMENDMENT ONE (1) TO QUESTIONNAIRE

10. ADDITIONAL INFORMATION:

Bidders Name: LAYNE INCLIDER, LLC

AMENDMENT 1 TO QUESTIONNAIRE:

Complete and submit with bid submittal.

10. ADDITIONAL INFORMATION:

1. FOB Point Destination
2. Discount Payment Terms (if any): 0 %, if paid within _____ days after receipt of invoice.
3. Is your company willing to accept the VISA ePayable solution for payment of all invoices?
☒ Yes ☐ No
4. Is your company willing to serve as a secondary supplier in the event your company is not selected for primary award? ☒ Yes ☐ No
5. Is your company able to provide an online catalog/punch-out?
☒ Yes ☐ No

MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION FORM:

Chapter 57, Article II, Minority Business Enterprise (MBE), and Article III, Women-Owned Business Enterprise (WBE) of the Orlando City Code, establishes goals of 18% (MBE) and 6% (WBE), respectively, of the City's annual monetary value of contracts and subcontracts for supplies, services and construction to be awarded to Minority and Women-Owned Business Enterprises (MWBE).

For further information regarding this program, please refer to Chapter 57 of the Code of the City of Orlando or contact:

Minority Business Enterprise
City Hall at One City Commons
400 South Orange Avenue - 5th Floor
Orlando, Florida 32801
(407) 246-2623

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the City stating that your company is certified by the City as a Minority/Women-owned Business Enterprise:

Business Name: LAYNE INLINER, LLC

Certification Number: N/A

Expiration Date: _____

There shall be no third party beneficiaries of the Minority Business Enterprise or Women-Owned Business Enterprise provisions of this contract. The City of Orlando shall have the exclusive means of enforcement of the MBE/WBE Ordinance and contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 and Chapter 57, Articles II and III.

In order for a bidder to receive credit for MBE/WBE certification, the firm must be certified with the City of Orlando MBE/WBE Office on or before the date set for submittal of bids.

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

In order to foster economic development and business opportunities, promote the growth and development of local businesses, and rectify the economic disadvantages of service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Orlando has adopted a Veteran Business Enterprise ("VBE") Preference. For further information regarding this program, please refer to Chapter 7 of the Code of the City of Orlando.

In order for a bidder to receive credit for VBE certification for this solicitation, the bidder must have its principal place of business in the Metropolitan Statistical Area (i.e. Orange, Lake, Seminole or Osceola Counties) and be a certified veteran business enterprise by the State of Florida Department of Management Services as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids.

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the State of Florida Department of Management Services stating that your company is certified as a veteran business enterprise:

Business Name: LAYNE INLINER, LLC

Certification Number: N/A

Expiration Date: _____

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Orlando shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 of the Code of the City of Orlando.

ADDENDUM ACKNOWLEDGMENT FORM:

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. <u>1</u>	Dated <u>NOV. 11, 2014</u>
Addendum No. <u>2</u>	Dated <u>NOV. 12, 2014</u>
Addendum No. <u>3</u>	Dated <u>NOV. 14, 2014</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

Failure to submit acknowledgment of any Addendum that affects the Bid prices is considered a major irregularity and will be cause for rejection of the bid.

LAYNE ILLINER, LLC
Company

MARK HARRIS
Signature

VICE PRESIDENT
Title

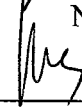
SIGNATURE PAGE

Bidders are asked to acknowledge receipt of this Addendum Number One (1), by completing the information requested below and submitting this information with their bid. Failure to do so may subject the bidder to disqualification.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

LAUNE INLINER, LLC
NAME OF BUSINESS

BY:  NOV. 20, 2014
SIGNATURE/DATE

MARK HARRIS, V.P.
NAME & TITLE, TYPED OR PRINTED

2531 JEWETT LANE
MAILING ADDRESS

SANFORD, FL 32771
CITIES, STATE, ZIP CODE

(407) 472-0014 (FAX) 407-472-0099
AREA CODE WITH TELEPHONE and FAX NUMBERS

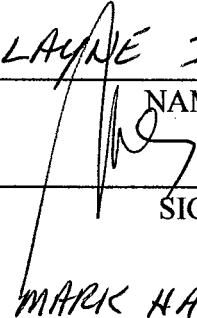
SIGNATURE PAGE

Bidders are asked to acknowledge receipt of this Addendum Number Two (2), by completing the information requested below and submitting this information with their bid. Failure to do so may subject the bidder to disqualification.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

LAYNE INLINER, LLC
NAME OF BUSINESS

BY:  NOV. 20, 2014
SIGNATURE/DATE

MARK HARRIS, V.P.
NAME & TITLE, TYPED OR PRINTED

2531 JEWETT LANE
MAILING ADDRESS

SANFORD, FL 32771
CITIES, STATE, ZIP CODE

(407) 472-0014 (FAX) 407-472-0099
AREA CODE WITH TELEPHONE and FAX NUMBERS

November 14, 2014

SIGNATURE PAGE

Bidders are asked to acknowledge receipt of this Addendum Number Three (3), by completing the information requested below and submitting this information with their bid. Failure to do so may subject the bidder to disqualification.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

LAYNE INLINER, LLC
NAME OF BUSINESS

BY: [Signature] 11-14-14
SIGNATURE/DATE

MARK HARRIS, VICE PRESIDENT
NAME & TITLE, TYPED OR PRINTED

2531 JEWETT LANE
MAILING ADDRESS

SANFORD, FL 32771
CITIES, STATE, ZIP CODE

(407) 472-0014 FAX: (407) 472-0099
AREA CODE WITH TELEPHONE and FAX NUMBERS

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Hartford, Connecticut 06183

CONTRACTOR:

(Name, legal status and address)

Layne Inliner, LLC
2531 Jewett Lane
Sanford, FL 32771

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:

(Name, legal status and address)

City of Orlando
400 South Orange Avenue
Orlando, FL 32801

BOND AMOUNT: Ten Percent (10%) of the Amount of the Bid--

PROJECT:

(Name, location or address, and Project number, if any)

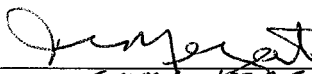
Storm Line Rehabilitation Cleaning & Video Recording / IFB15-0017
Orlando, Florida

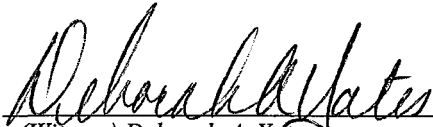
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of November, 2014


(Witness) TOMMY NEZATI, ASS'T. SECRETARY


(Witness) Deborah A. Yates

Layne Inliner, LLC
(Principal)

(Seal)

(Title) MARK HARRIS, V.P.

Travelers Casualty and Surety Company of America
(Surety)

(Seal)

(Title) William A. Kantlehner, III, Attorney-in-Fact


Robert Corley McLendon
Fisher-Brown, Inc.
144 Harrison Avenue
Panama City, FL 32401



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 227601

Certificate No. 006103122

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Deborah A. Yates, Steven M. Garrett, William A. Kandlehner III, Thomas J. Mitchell, Jeffrey A. Brown, Diane L. Phelps, S. Annette Mullet, Roger A. Neal, Linda Kapfhammer, and Stuart P. Peterson

of the City of Louisville, State of Kentucky, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.
 Not limited to a specific dollar amount.

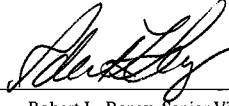
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of September, 2014.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

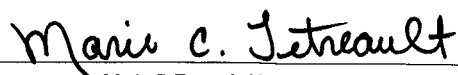
By: 

Robert L. Raney, Senior Vice President

On this the 18th day of September, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of November, 20 14.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Due Date: 11/20/2014 at 2:00 pm

IFB15-0017 Sewer Line Rehabilitation Video Recording

*** NOTE: BID PRICE FORM MUST BE SUBMITTED IN EXCEL ON A BLANK CD OR FLASH DRIVE WITH A HARD COPY. ***

BID PRICE FORM

You are invited to Bid on the following: **IFB15-0017 Sewer Line Rehabilitation & Video Recording**

THE BIDDER, HAVING EXAMINED CAREFULLY THE SPECIFICATIONS, TERMS AND CONDITIONS HEREIN, PROPOSES TO FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND OTHER ITEMS, FACILITIES AND SERVICES, WITHOUT EXCEPTIONS FOR THE PROPER EXECUTION AND COMPLETION OF THE CONTRACT, AND IF AWARDED THE CONTRACT, TO COMPLETE THE SAID WORK WITHIN TIME LIMITS AS SPECIFIED FOR THE FOLLOWING BID PRICES.

Layne Inliner, LLC

↑(Vendor Name)↑

Sanford, FL 32771

↑(City, State, Zip)↑

GROUP 1 - Purchase and Installation of R/CIP - Lining

1	8 in. x 6mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$35.00	\$35.00
2	8 in. x 7.5mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$36.00	\$36.00
3	8 in. x 9mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$37.00	\$37.00
4	10 in. x 6mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$40.00	\$40.00
5	10 in. x 7.5mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$41.00	\$41.00
6	10 in. x 9mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$42.00	\$42.00
7	12 in. x 6mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$50.00	\$50.00
8	12 in. x 7.5mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$51.00	\$51.00
9	12 in. x 9mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$52.00	\$52.00
10	15 in. x 6mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$88.00	\$88.00
11	15 in. x 7.5mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$92.00	\$92.00
12	15 in. x 9mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$93.00	\$93.00
13	15 in. x 6mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$79.00	\$79.00
14	15 in. x 7.5mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$88.00	\$88.00
15	15 in. x 9mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$91.00	\$91.00
16	18 in. x 6mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$90.00	\$90.00
17	18 in. x 7.5mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$92.00	\$92.00
18	18 in. x 9mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$96.00	\$96.00
19	18 in. x 6mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$85.00	\$85.00
20	18 in. x 7.5mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$88.00	\$88.00
21	18 in. x 9mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$91.00	\$91.00
22	21 in. x 7.5mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$85.00	\$85.00
23	21 in. x 9mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$90.00	\$90.00

Due Date: 11/20/2014 at 2:00 pm

IFB15-0017 Sewer Line Rehabilitation Video Recording

24	21 in. x 12 mm pipe, for job sizes from 1 ft. 500 ft.	1	LF	\$96.00	\$96.00
25	21 in. x 13.5mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$100.00	\$100.00
26	21 in. x 15mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$102.00	\$102.00
27	21 in. x 7.5mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$84.00	\$84.00
28	21 in. x 9mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$89.00	\$89.00
29	21 in. x 10.5 mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$95.00	\$95.00
30	21 in. x 12mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$99.00	\$99.00
31	21 in. x 13.5mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$101.00	\$101.00
32	21 in. x 15 mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$107.00	\$107.00
33	24 in. x 7.5mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$91.00	\$91.00
34	24 in. x 9mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$95.00	\$95.00
35	24 in. x 10.5 mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$99.00	\$99.00
36	24 in. x 12 mm pipe, for job sizes from 1 ft. 500 ft.	1	LF	\$102.00	\$102.00
37	24 in. x 13.5mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$105.00	\$105.00
38	24 in. x 15mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$108.00	\$108.00
39	24 in. x 7.5mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$85.00	\$85.00
40	24 in. x 9mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$90.00	\$90.00
41	24 in. x 10.5 mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$97.00	\$97.00
42	24 in. x 12mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$100.00	\$100.00
43	24 in. x 13.5mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$102.00	\$102.00
44	24 in. x 15 mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$105.00	\$105.00
45	30 in. x 9mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$95.00	\$95.00
46	30 in. x 10.5mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$105.00	\$105.00
47	30 in. x 12mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$115.00	\$115.00
48	30 in. x 13.5mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$119.00	\$119.00
49	30 in. x 15mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$124.00	\$124.00
50	30 in. x 16.5mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$130.00	\$130.00
51	30 in. x 9mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$93.00	\$93.00
52	30 in. x 10.5mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$99.00	\$99.00
53	30 in. x 12mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$110.00	\$110.00
54	30 in. x 13.5mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$116.00	\$116.00
55	30 in. x 15mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$121.00	\$121.00
56	30 in. x 16.5mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$127.00	\$127.00
57	36 in. x 10.5mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$129.00	\$129.00
58	36 in. x 12mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$134.00	\$134.00

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59	36 in. x 13.5mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$146.00	\$146.00
60	36 in. x 15mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$154.00	\$154.00
61	36 in. x 16.5mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$162.00	\$162.00
62	36 in. x 18mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$167.00	\$167.00
63	36 in. x 10.5mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$125.00	\$125.00
64	36 in. x 12mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$131.00	\$131.00
65	36 in. x 13.5mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$142.00	\$142.00
66	36 in. x 15mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$149.00	\$149.00
67	36 in. x 16.5mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$156.00	\$156.00
68	36 in. x 18mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$162.00	\$162.00
69	42 in. x 10.5mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$145.00	\$145.00
70	42 in. x 12mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$157.00	\$157.00
71	42 in. x 13.5mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$168.00	\$168.00
72	42 in. x 15mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$185.00	\$185.00
73	42 in. x 16.5mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$193.00	\$193.00
74	42 in. x 18mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$220.00	\$220.00
75	42 in. x 10.5mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$143.00	\$143.00
76	42 in. x 12mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$154.00	\$154.00
77	42 in. x 13.5mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$165.00	\$165.00
78	42 in. x 15mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$179.00	\$179.00
79	42 in. x 16.5mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$190.00	\$190.00
80	42 in. x 18mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$215.00	\$215.00
81	48 in. x 12mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$164.00	\$164.00
82	48 in. x 13.5mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$179.00	\$179.00
83	48 in. x 15mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$183.00	\$183.00
84	48 in. x 16.5mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$197.00	\$197.00
85	48 in. x 18mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$222.00	\$222.00
86	48 in. x 19.5mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$232.00	\$232.00
87	48 in. x 21mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$238.00	\$238.00
88	48 in. x 22.5mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$240.00	\$240.00
89	48 in. x 24mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$256.00	\$256.00
90	48 in. x 12mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$160.00	\$160.00
91	48 in. x 13.5mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$174.00	\$174.00
92	48 in. x 15mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$180.00	\$180.00
93	48 in. x 16.5mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$195.00	\$195.00

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94	48 in. x 18mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$218.00	\$218.00
95	48 in. x 19.5mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$228.00	\$228.00
96	48 in. x 21mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$234.00	\$234.00
97	48 in. x 22.5mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$238.00	\$238.00
98	48 in. x 24mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$251.00	\$251.00
99	54 in. x 12mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$235.00	\$235.00
100	54 in. x 13.5mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$239.00	\$239.00
101	54 in. x 15mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$254.00	\$254.00
102	54 in. x 16.5mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$269.00	\$269.00
103	54 in. x 18mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$279.00	\$279.00
104	54 in. x 19.5mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$291.00	\$291.00
105	54 in. x 21mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$305.00	\$305.00
106	54 in. x 22.5mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$315.00	\$315.00
107	54 in. x 24mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$331.00	\$331.00
108	54 in. x 12mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$230.00	\$230.00
109	54 in. x 13.5mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$237.00	\$237.00
110	54 in. x 15mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$249.00	\$249.00
111	54 in. x 16.5mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$260.00	\$260.00
112	54 in. x 18mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$276.00	\$276.00
113	54 in. x 19.5mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$288.00	\$288.00
114	54 in. x 21mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$298.00	\$298.00
115	54 in. x 22.5mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$308.00	\$308.00
116	54 in. x 24mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$318.00	\$318.00
117	60 in. x 12mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$310.00	\$310.00
118	60 in. x 13.5mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$315.00	\$315.00
119	60 in. x 15mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$320.00	\$320.00
120	60 in. x 16.5mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$325.00	\$325.00
121	60 in. x 18mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$330.00	\$330.00
122	60 in. x 19.5mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$335.00	\$335.00
123	60 in. x 21mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$345.00	\$345.00
124	60 in. x 22.5mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$355.00	\$355.00
125	60 in. x 24mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$360.00	\$360.00
126	60 in. x 12mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$305.00	\$305.00
127	60 in. x 13.5mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$310.00	\$310.00
128	60 in. x 15mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$315.00	\$315.00

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129	60 in. x 16.5mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$320.00	\$320.00
130	60 in. x 18mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$325.00	\$325.00
131	60 in. x 19.5mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$330.00	\$330.00
132	60 in. x 21mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$340.00	\$340.00
133	60 in. x 22.5mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$350.00	\$350.00
134	60 in. x 24mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$360.00	\$360.00
135	72 in. x 12mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$535.00	\$535.00
136	72 in. x 13.5mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$540.00	\$540.00
137	72 in. x 15mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$545.00	\$545.00
138	72 in. x 16.5mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$550.00	\$550.00
139	72 in. x 18mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$555.00	\$555.00
140	72 in. x 19.5mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$560.00	\$560.00
141	72 in. x 21mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$565.00	\$565.00
142	72 in. x 22.5mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$570.00	\$570.00
143	72 in. x 24mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$575.00	\$575.00
144	72 in. x 12mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$535.00	\$535.00
145	72 in. x 13.5mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$540.00	\$540.00
146	72 in. x 15mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$545.00	\$545.00
147	72 in. x 16.5mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$550.00	\$550.00
148	72 in. x 18mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$555.00	\$555.00
149	72 in. x 19.5mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$560.00	\$560.00
150	72 in. x 21mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$565.00	\$565.00
151	72 in. x 22.5mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$570.00	\$570.00
152	72 in. x 24mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$575.00	\$575.00
153	84 in. x 12mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$685.00	\$685.00
154	84 in. x 13.5mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$690.00	\$690.00
155	84 in. x 15mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$695.00	\$695.00
156	84 in. x 16.5mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$700.00	\$700.00
157	84 in. x 18mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$705.00	\$705.00
158	84 in. x 19.5mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$710.00	\$710.00
159	84 in. x 21mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$710.00	\$710.00
160	84 in. x 22.5mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$710.00	\$710.00
161	84 in. x 24mm pipe, for job sizes from 1 ft. to 500 ft.	1	LF	\$710.00	\$710.00
162	84 in. x 12mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$685.00	\$685.00
163	84 in. x 13.5mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$690.00	\$690.00

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164	84 in. x 15mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$695.00	\$695.00
165	84 in. x 16.5mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$700.00	\$700.00
166	84 in. x 18mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$705.00	\$705.00
167	84 in. x 19.5mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$710.00	\$710.00
168	84 in. x 21mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$710.00	\$710.00
169	84 in. x 22.5mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$710.00	\$710.00
170	84 in. x 24mm pipe, for job sizes from 501 ft. to 1000 ft.	1	LF	\$710.00	\$710.00

GROUP II - Injection of Flowable Fill

171	Injection of Flowable Fill into Cavities or Voids along Deficient Storm Sewers	1	CY	\$1,000.00	\$1,000.00
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GROUP III - Purchase and Installation of Storm Sewer Internal Joint Seals (rubber type)

172	Mobilization for job with requirements of installing 1 to 10 internal joint seals for pipe size of 24 in. to 48 in.	1	EA	\$2,500.00	\$2,500.00
173	Mobilization for job with requirements of installing 11 and over internal joint seals for pipe size of 24 in. to 48 in.	1	EA	\$1,500.00	\$1,500.00
174	Mobilization for job with requirements of installing 1 to 10 internal joint seals for pipe size of 54 in. to 78 in.	1	EA	\$2,500.00	\$2,500.00
175	Mobilization for job with requirements of installing 11 and over internal joint seals for pipe size of 54 in. to 78 in.	1	EA	\$1,500.00	\$1,500.00
176	Mobilization for job with requirements of installing 1 to 10 internal joint seals for pipe size of 84 in. to 108 in.	1	EA	\$2,500.00	\$2,500.00
177	Mobilization for job with requirements of installing 11 and over internal joint seals for pipe size of 84 in. to 108 in.	1	EA	\$1,500.00	\$1,500.00
178	Dewatering for job with requirements of installing internal joint seals for pipe size of 24 in. to 48 in.	1	EA	\$450.00	\$450.00
179	Dewatering for job with requirements of installing internal joint seals for pipe size of 54 in. to 78 in.	1	EA	\$550.00	\$550.00
180	Dewatering for job with requirement of installing internal joint seal for pipe size of 84 in. to 108 in.	1	EA	\$650.00	\$650.00

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181	For 24 in. host pipe, for job with requirement of 1 to 10 internal joint seals.	1	EA	\$790.00	\$790.00
182	For 24 in. host pipe, from 11 and over internal joint seals.	1	EA	\$590.00	\$590.00
183	For 30 in. host pipe, for job with requirement of 1 to 10 internal joint seals.	1	EA	\$870.00	\$870.00
184	For 30 in. host pipe, from 11 and over internal joint seals.	1	EA	\$670.00	\$670.00
185	For 36 in. host pipe, for job with requirement of 1 to 10 internal joint seals.	1	EA	\$915.00	\$915.00
186	For 36 in. host pipe, from 11 and over internal joint seals.	1	EA	\$715.00	\$715.00
187	For 42 in. host pipe, for job with requirement of 1 to 10 internal joint seals.	1	EA	\$955.00	\$955.00
188	For 42 in. host pipe, from 11 and over internal joint seals.	1	EA	\$755.00	\$755.00
189	For 48 in. host pipe, for job with requirement of 1 to 10 internal joint seals.	1	EA	\$1,000.00	\$1,000.00
190	For 48 in. host pipe, from 11 and over internal joint seals.	1	EA	\$800.00	\$800.00
191	For 54 in. host pipe, for job with requirement of 1 to 10 internal joint seals.	1	EA	\$1,030.00	\$1,030.00
192	For 54 in. host pipe, from 11 and over internal joint seals.	1	EA	\$830.00	\$830.00
193	For 60 in. host pipe, for job with requirement of 1 to 10 internal joint seals.	1	EA	\$1,095.00	\$1,095.00
194	For 66 in. host pipe, for job with requirement of 1 to 10 internal joint seals.	1	EA	\$1,245.00	\$1,245.00
195	For 60 in. host pipe, from 11 and over internal joint seals.	1	EA	\$895.00	\$895.00
196	For 66 in. host pipe, from 11 and over internal joint seals.	1	EA	\$1,045.00	\$1,045.00

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197	For 72 in. host pipe, for job with requirement of 1 to 10 internal joint seals.	1	EA	\$1,295.00	\$1,295.00
198	For 72 in. host pipe, from 11 and over internal joint seals.	1	EA	\$1,095.00	\$1,095.00
199	For 78 in. host pipe, for job with requirement of 1 to 10 internal joint seals.	1	EA	\$1,345.00	\$1,345.00
200	For 78 in. host pipe, from 11 and over internal joint seals.	1	EA	\$1,145.00	\$1,145.00
201	For 84 in. host pipe, for job with requirement of 1 to 10 internal joint seals.	1	EA	\$1,390.00	\$1,390.00
202	For 84 in. host pipe, from 11 and over internal joint seals.	1	EA	\$1,190.00	\$1,190.00
203	For 90 in. host pipe, for job with requirement of 1 to 10 internal joint seals.	1	EA	\$1,435.00	\$1,435.00
204	For 90 in. host pipe, from 11 and over internal joint seals.	1	EA	\$1,235.00	\$1,235.00
205	For 96 in. host pipe, for job with requirement of 1 to 10 internal joint seals.	1	EA	\$1,545.00	\$1,545.00
206	For 96 in. host pipe, from 11 and over internal joint seals.	1	EA	\$1,345.00	\$1,345.00
207	For 102 in. host pipe, for job with requirement of 1 to 10 internal joint seals.	1	EA	\$1,600.00	\$1,600.00
208	For 102 in. host pipe, from 11 and over internal joint seals.	1	EA	\$1,400.00	\$1,400.00
209	For 108 in. host pipe, for job with requirement of 1 to 10 internal joint seals.	1	EA	\$1,655.00	\$1,655.00
210	For 108 in. host pipe, from 11 and over internal joint seals.	1	EA	\$1,455.00	\$1,455.00

Calculated Grand Total (Groups 1-10) \$1,455.00

*** Note: Recheck your data prior to submission. Bids may not be changed after being opened. ***



CERTIFICATE OF LIABILITY INSURANCE

8/1/2015

DATE (MM/DD/YYYY)
12/15/2014

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED LAYNE INLINER, LLC 1331501 2531 JEWETT LANE SANFORD FL 32771	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Zurich American Insurance Company	16535
	INSURER B: American Zurich Insurance Company	40142
	INSURER C: Lexington Insurance Company	19437
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES LAYIN2531

CERTIFICATE NUMBER: 13268760

REVISION NUMBER: XXXXXXXX

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 CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL ☒ X.C.U. COVERAGE GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER	Y	Y	GLO 5817438-01	8/1/2014	8/1/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	Y	Y	BAP 5817437-01	8/1/2014	8/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
B A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 5817439-02 (AOS) WC 5817440-02 (WI) STOPGAP(ND,OH,WA,WY)	8/1/2014 8/1/2014	8/1/2015 8/1/2015	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
C	EQUIPMENT FLOATER	N	N	026159794	8/1/2014	8/1/2015	ALL LEASED, OWNED OR RENTED EQUIPMENT. \$5,000,000 LIMIT PER OCCURRENCE.

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

RE: CONTRACT IFB 15-0017, STORM LINE REHABILITATION CLEANING & VIDEO RECORDING - CITY OF ORLANDO, AND ITS OFFICERS, ELECTED OFFICIALS, AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED ON GENERAL LIABILITY AND AUTO LIABILITY IF REQUIRED BY SIGNED, WRITTEN CONTRACT. 30 DAY NOTICE OF CANCELLATION

CERTIFICATE HOLDER

CANCELLATION

13268760 CITY OF ORLANDO 400 SOUTH ORANGE AVENUE ORLANDO FL 32801	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
---	---

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Layne Inliner, LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) **C**

☒ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

2531 Jewett Lane

City, state, and ZIP code

Sanford, FL 32771

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

 - -

Employer identification number

0 1 - 0 6 8 4 6 8 2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Just Didonato

Date ▶

12-15-14

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



REQUEST FOR INFORMATION

Intent to Utilize the City of Orlando Contract for Storm Line Rehabilitation Cleaning & Video Recording

CONTACT INFORMATION: Freddy Suarez, MPA, CPPB Purchasing Manager EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7386	RFI No. 1503-001	ISSUED DATE: March 16, 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>March 24, 2015 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: IFB15-0017, Storm Line Rehabilitation Cleaning & Video Recording.
- (b) Contractor(s): Layne Inliner, LLC.
- (c) Length of Contract: Expires December 14, 2015.
- (d) City Department(s): Environmental Services.
- (e) Product or Service Provided: Provides for storm line rehabilitation cleaning and video recording services.

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, April 14, 2015		
Agenda Item Name		
Contract Award		
Requested Action		
Motion to approve a piggyback contract with the County of Roanoke and Otto Environmental Systems (NC), LLC. to purchase refuse carts on an as-needed basis.		
Staff Report		
The Purchasing Division and the Environmental Services Department recommend approval of the above action. At the request of the Environmental Services Department, the Purchasing Division sought a contract between the County of Roanoke and Otto Environmental Services (NC), LLC. to purchase refuse carts on an as-needed basis. The initial purchase of refuse carts will be for 12,960 of 65-gallon capacity for a total price of \$503,755.20. In accordance with the direction of City Council, the Purchasing Division issued a Request for Interest (RFI) Number 1503-003 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 County of Roanoke contract with Otto Environmental Services (NC), LLC. The County of Roanoke contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
Contract purchase is included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$503,755.20	49534-55200	\$585,000.00
Exhibits Attached (copies of original agreements)		
1. Supplier Agreement	Agreement with Otto Environmental.doc	
2. County of Roanoke Agreement	County of Roanoke Agreement.pdf	
3. Vendor Quoted Price	Revised City of Clermont, FL Offer Letter 03302015.pdf	
4. RFI 1503-003	RFI 1503-003.pdf	

SUPPLIER AGREEMENT FOR AUTOMATED REFUSE CARTS

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 Otto Environmental Systems (NC), LLC., 12700 General Drive, Charlotte, NC, 28273 (hereinafter referred to as "SUPPLIER").

WHEREAS, SUPPLIER has through the public procurement process entered into an agreement with the County of Roanoke, Virginia to furnish and provide automates refuse carts;

WHEREAS, based on SUPPLIER's response, Roanoke County awarded a contract to SUPPLIER under the terms of Bid # 2014-065;

WHEREAS, CITY desires to utilize the SUPPLIER's approved bid with Roanoke County in accordance with CITY's procurement policy; and

WHEREAS, SUPPLIER desires to enter into a contract with CITY based on the terms and conditions of Roanoke County contract 2014-065.

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

ARTICLE I - SCOPE OF WORK

The SUPPLIER shall furnish automated refuse carts as described in the Roanoke County contract 2014-065 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 SUPPLIER. To the extent of a conflict between this Agreement and Exhibit "A", the terms and conditions of this Agreement 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 January 13, 2016, unless renewed as set forth above or terminated as provided for the Roanoke County contractual agreement.

2. Notwithstanding any other provision of this Agreement, CITY may, upon written notice to SUPPLIER, terminate this Agreement if: a) without cause and for convenience upon thirty (30) days written notice to SUPPLIER b) SUPPLIER is adjudged to be bankrupt; c) SUPPLIER makes a general assignment for the benefit of its creditors; d) SUPPLIER fails to comply with any of the conditions of provisions of this Agreement; or e) SUPPLIER 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 SUPPLIER shall provide all items 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, SUPPLIER 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 SUPPLIER, 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 SUPPLIER 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 SUPPLIER 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 SUPPLIER shall require the subSUPPLIER 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 SUPPLIER. 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 SUPPLIER shall provide adequate insurance, satisfactory to the CITY, for the protection of employees not otherwise protected.

2. SUPPLIER's Public Liability and Property Damage Insurance - The Contactor 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) SUPPLIER'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. SubSUPPLIER's Public Liability and Property Damage Insurance - The SUPPLIER shall require each of his subSUPPLIERS to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subSUPPLIERS in his policy, as specified above.

4. Indemnification Rider

- (a) To cover to the fullest extent permitted by law, the SUPPLIER 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 SUPPLIER, any subSUPPLIER, 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 SUPPLIER, any subSUPPLIER, 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 SUPPLIER or any subSUPPLIER under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- (c) The SUPPLIER 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.

SUPPLIER: Otto Environmental Services (NC), LLC.
12700 General Drive
Charlotte, NC 28273
Robert Engle, CFO

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 SUPPLIER.
6. Assignment. This agreement is personal to the parties hereto and may not be assigned by SUPPLIER, 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. SUPPLIER 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. SUPPLIER 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 Roanoke County contract no. 2014-065.

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

City of Clermont

Gail L. Ash, Mayor

Attest:

Tracy Ackroyd, City Clerk

Otto Environmental Systems (NC), LLC.

By: _____

Printed Name and Title

Attest:

Corporate Secretary

(Name Printed or Typed)



County of Roanoke

FINANCE DEPARTMENT - PURCHASING DIVISION

November 12, 2014

Mr. Robert Engle
Otto Environmental Systems (NC), LLC
12700 General Drive
Charlotte, NC 28273

Re: Contract No.: 2014-065 Automated Carts

Dear Mr. Engle,

The County of Roanoke would like to renew the referenced current contract with you. We would like the renewal period to be **FROM: January 14, 2015 to January 13, 2016.**

To renew this contract, check the appropriate line, sign within 7 calendar days of the letter date, and email to swells@roanokecountyva.gov or fax to (540) 561-2857.

If you are in agreement with this renewal, prices & terms remain firm please check the line below, make a copy of this notice for your records and e-mail and/or fax a copy of the original. This will serve as a renewal confirmation.

☒ **Agree with this renewal, the price terms and conditions would remain firm during the renewal period (include all pricing even though it remains unchanged from last renewal period).**

If you do not agree with the renewal or request changes, please check the appropriate line and return with your attached explanation. We will review your response and advise you of our decision regarding the renewal.

☐ **Do not wish to renew contract, per attached explanation.**

☐ **Request changes in contract, per attached explanation (include all pricing, even those items which remain unchanged).**

Questions, comments, concerns or suggestions regarding this contract are always welcome.

Sincerely,


Stanley Wells
Buyer

VENDOR		Robert Engle	CEO	December 9, 2014
	Authorized Signature	Printed Name	Title	Date



COUNTY OF ROANOKE

Finance Department

Purchasing Division

CONTRACTUAL AGREEMENT #2014-065

AUTOMATED CARTS

ARTICLES OF AGREEMENT made this fourteenth (14th) day of January, 2014, by and between Otto Environmental Systems (NC), LLC, 12700 General Drive, Charlotte, NC 28273, party to the first part, and the County of Roanoke, Virginia, party of the second part, also referred to as the OWNER.

WHEREAS, the party of the first part has made a bid in writing to the OWNER, to furnish and provide automated carts as specified in Invitation for Bid # 2014-065 hereby mentioned and identified herein for the OWNER, as the WORK, for the price, on the terms and within the time set forth herein, all pursuant to the Invitation for Bid, the specifications, and the Bidder's response, as if each of the documents were attached hereto, and are thereby made a part of this Contract. The OWNER has accepted the bid of the said party of the first part, according to law.

NOW, THEREFORE, the said party of the first part, for and in consideration of the payment as set forth in Exhibit A, for itself, its heirs, executors, administrator, successors and assigns, as the case may be, hereby covenants and agrees to and with the OWNER to perform the said WORK for the said price, upon the said terms, within the said time, and according to the said specifications, the WORK being more specifically identified as follows:

1. Bid Form Completed by Otto Environmental Systems (NC), LLC (Exhibit A)
2. Invitation for Bid No. 2014-065, which is incorporated herein by reference.

The term of this Contract will be for one (1) year, from January 14, 2014, through January 13, 2015, at which time it will terminate unless sooner terminated pursuant to the terms of the Contract or by law or unless renewed as set forth in such Contract. Upon the mutual agreement of the parties, the Contract may be renewed for up to four (4) additional one (1) year periods or any combination thereof. All terms and conditions shall remain in force for the term of this Contract and for any renewal period unless modified by mutual agreement of both parties. Prices shall not be increased during the initial term of this Contract. Prices for any renewal periods will be subject to the mutual agreement of both parties. It is understood that if the party of the first part does not perform the WORK as specified, then the Contract may be canceled by the OWNER.

Otto Environmental Systems (NC), LLC:

Authorized Signature _____
Diana Thomas, CFO

Roanoke County:

Authorized Signature _____

g¹

**EXHIBIT A TO
CONTRACTUAL AGREEMENT #2014-065
AUTOMATED CARTS**

BID FORM COMPLETED BY OTTO ENVIRONMENTAL SYSTEMS (NC), LLC

2

**INVITATION FOR BID #2014-065
Automated Carts**

BID/SIGNATURE FORM

Description	Unit of Measure	**Estimated Quantity	*Unit Price	Extended Price
65 Gallon Cart in accordance with the Specifications listed in IFB # 2014-065.	Each	100	\$44.00	\$4,400.00
Minimum of 95 Gallon Cart in accordance with the Specifications listed in IFB # 2014-065.	Each	1044	\$46.33	\$48,368.52
TOTAL				\$52,768.52

PROMPT PAYMENT DISCOUNT: 1.5%, 10 DAYS - NET 30

***Unit Price shall include all shipping and handling charges. All items, identified in this IFB, are to be quoted and provided F.O.B. Destination-Inside Delivery, unless otherwise stated in this IFB.**

****Please note that the estimated quantity in this IFB is an estimate only and is given for the information of Bidders and for the purpose of bid evaluation. This estimated quantity does not indicate the actual number of carts that may be requested during the resultant contract period. There is no guarantee of any minimum number of carts that may be requested.**

The County will review each response and may elect to issue separate awards to the lowest responsive and responsible Bidders for such items on a per item basis or any combination thereof that might be in the best interest of the County. A Bidder may submit a bid for one or both items listed on the Bid Form. **The County reserves the right to award to multiple Bidders.**

My signature certifies that the bid as submitted complies with all Terms and Conditions as set forth in IFB # 2014-065.

My signature also certifies that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the *Code of Virginia*, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Roanoke, and that there are no principals, officers, agents, employees, or representatives

of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of Roanoke, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Roanoke.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Firm Name Otto Environmental Systems (NC), LLC

Address 12700 General Drive, Charlotte, NC 28273

FEIN 76-0721498 PHONE 800-795-6886

FAX 704-588-6899 EMAIL sbowling@otto-usa.com

VA Contractor License # (if applicable) N/A

State Corporation Commission # _____

Roanoke County Business License # _____

Authorized Signature  _____

Name/Title (please type or print) Robert Engle, CFO

DATE October 11, 2013

PAYMENT TERMS NET 30

COMPANY NAME Otto Environmental Systems (NC), LLC

ADDRESS 12700 General Drive PHONE # 800-795-6886

Charlotte, NC 28273 FAX # 704-588-6899

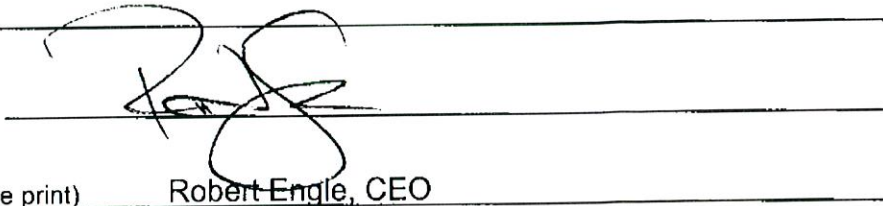
EMAIL sbowling@otto-usa.com

FEIN 76-0721498 VA BUSINESS LICENSE NO. _____

STATE CONTRACTOR'S NUMBER (IF APPLICABLE) N/A

VIRGINIA SCC # OR STATEMENT DESCRIBING WHY FIRM IS NOT REQUIRED TO BE SO
AUTHORIZED PER VA CODE §2.2-4311.2 Otto will comply if required once bid has been
awarded.

SIGNATURE / TITLE

A handwritten signature in black ink, appearing to be 'RE', is written over a horizontal line.

NAME / TITLE (please print) Robert Engle, CEO

A handwritten signature in blue ink, appearing to be 'J', is written at the bottom right of the page.



COUNTY OF ROANOKE, VIRGINIA

NOTICE TO PROCEED

DATE: January 14, 2014

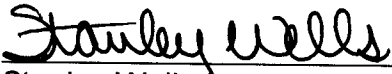
COMMODITY: Automated Carts

IN RESPONSE TO: IFB # 2014-065, dated October 1, 2013

Otto Environmental Systems (NC), LLC
12700 General Drive
Charlotte, NC 28273

This letter serves as your official Authorization to Proceed on the subject services upon immediate contact from County staff. The contract document is currently in the routing process and will be finalized shortly. However, since time is of the essence on this procurement, it is in the best interest of the County to commence the work immediately.

This Notice to Proceed does not replace any language in the upcoming contract. In all instances the signed contract governs.



Stanley Wells
Buyer



March 30, 2015

Mr. Brian Camp
City of Clermont, FL

RE: Piggy Back Offer to purchase 65 Gallon "Edge" Otto Residential Carts

Dear Mr. Camp,

We are pleased to offer the City of Clermont a "Piggyback" offer to purchase the 12,960 – 65 Gallon Edge residential carts. This "Piggyback" offer is on our current contract with the County of Roanoke, VA that was awarded to Otto on January 14, 2014. The pricing also includes the carts being shipped FOB: destination. The estimated delivery time for this project would be 30 - 45 days after receipt of order.

County of Roanoke, VA Awarded April 23, 2014

12,960	Otto MSD - 65 Gallon "Edge" Roll Out Carts for Recycling w/ RFID (Pricing based on full truckload shipments)	\$38.87	\$503,755.20
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Freight FOB Charlotte, NC to Clermont, FL

Included

Grand Total Proposal Amount

\$503,755.20

- Pricing contingent upon the City receiving all carts before May 15, 2015.

If you have any additional questions, please don't hesitate to contact me. We look forward to working with the City of Clermont on this very important project.

Respectfully,

Matt Odekirk

Otto Environmental Systems
Municipal Sales Manager – Eastern Region
704-726-6315
modekirk@otto-usa.com

Jim High

Otto Environmental Systems
Florida Area Manager
704-402-7890
jhigh@otto-usa.com



REQUEST FOR INFORMATION

Intent to Utilize the County of Roanoke Contract to Purchase Residential Recycling Carts

CONTACT INFORMATION: Freddy Suarez, MPA, CPPB Purchasing Manager EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7386	RFI No. 1503-003	ISSUED DATE: March 20, 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>March 30, 2015 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: 2014-065, Automated Carts.
- (b) Contractor(s): Otto Environmental Systems, LLC.
- (c) Length of Contract: Expires January 13, 2016 with optional remaining three (3) one (1) year renewal periods.
- (d) City Department: Environmental Services.
- (e) Product or Service Provided: Provides for the purchase of residential 65 gallon carts for recycling.

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, April 14, 2015		
Agenda Item Name		
Contract Addendum and Name Change		
Requested Action		
Motion to approve contractor name change from TS Staffing Services, Inc. to Infinity Solutions, LLC d/b/a Lyneer Staffing Solutions.		
Staff Report		
It is recommended that the Council approve Consent of Assignment to Agreement with Infinity Solutions, LLC d/b/a Lyneer Staffing Solutions (hereinafter referred to as "LYNEER"). TS Staffing Services, Inc.; the supplier under contract for temporary employment services, was acquired by LYNEER. The company providing current services is now under the name of LYNEER and acquired TS Staffing Services, Inc. contractual responsibilities. LYNEER is bound to and agrees to the price, terms and conditions set forth in the original agreement. The current agreement expires September 30, 2015 with an optional one-year renewal period.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Consent to Assignment of Agreement		TSStaffingtoLyneer.doc
2. Company Name Change Letter from Supplier		TS Staffing Client Notification.pdf

**ADDENDUM TO AGREEMENT BETWEEN
CITY OF CLERMONT AND TS STAFFING SERVICES, INC.
REGARDING ASSIGNMENT TO LYNEER STAFFING SOLUTIONS**

This Addendum is by and between the CITY OF CLERMONT, (hereinafter referred to as "CITY"), TS STAFFING SERVICES, INC., (hereinafter referred to as "TS STAFFING") and INFINITY STAFFING SOLUTIONS, LLC d/b/a LYNEER STAFFING SOLUTIONS, (hereinafter referred to as "LYNEER") whose address is 134 Franklin Corner Road Suite 100, Lawrenceville, NJ 08648 and is to that certain agreement between CITY and TS STAFFING dated October 22, 2013 and any amendments thereto, hereinafter collectively referred to as "the Agreement". The Parties, in exchange for the mutual covenants contained herein and in the Agreement, agree as follows:

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

2. TS STAFFING and LYNEER have agreed that all rights and obligations in certain contracts entered into by TS STAFFING, including the Agreement, shall be assigned from TS STAFFING to LYNEER.

3. In accordance with the terms of the Agreement, the CITY does hereby consent to the assignment of all TS STAFFING's rights, entitlements and obligations contained in the Agreement to the LYNEER, provided, however, that nothing herein shall be construed as a waiver by CITY of any rights to pursue TS STAFFING for a default by TS STAFFING or LYNEER of any of the terms or conditions of the Agreement.

4. For purposes of the Agreement any and all notices required thereunder shall be forwarded to:

Infinity Staffing Solutions, LLC d/b/a
Lyneer Staffing Solutions
134 Franklin Corner Road Suite 100
Lawrenceville, NJ 08648

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

6. This Addendum shall take effect as of _____, 2015.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes herein expressed on the dates set forth below.

CITY OF CLERMONT

TS STAFFING SERVICES, INC.

By: _____
Gail L. Ash, Mayor

By: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Tracy Ackroyd, City Clerk

By: _____

INFINITY STAFFING SOLUTIONS, LLC.
d/b/a LYNEER STAFFING SOLUTIONS

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST:

By: _____



March 9, 2015

Susan Kennedy
VP of National Proposals
Corporate Resource Services, Inc.
T S Staffing Services, Inc.
160 Broadway 15th Floor.
New York, NY 10038

Dear Susan:

We are pleased to announce that Infinity Staffing Solutions, LLC dba Lyneer Staffing Solutions ("Lyneer") has recently been assigned certain client contracts and branch offices formerly owned by TS Staffing Services, Inc. ("TS Staffing") and Corporate Resource Services, Inc. ("CRS"). A complete list of the client contracts and branch offices assigned to Lyneer is hereby attached on "Exhibit A" of the Assignment of Contracts document. As a result, the branches noted on "Exhibit A" have assumed Lyneer's fully branded and trademarked name and will now be known as Lyneer Staffing Solutions. Our company is headquartered in Lawrenceville, NJ and headed by an Executive Management Team with over 150 years experience in the staffing industry.

Lyneer Staffing Solutions will continue to provide temporary staffing solutions to the former TS and CRS clients throughout a network of branch offices nationwide. The combined entity will result in a firm that will offer expanded resources across 12 lines of business. Lyneer Staffing Solutions provides staffing solutions in the following areas:

- | | |
|---|----------------------|
| ➤ Accounting & Finance | ➤ Administrative |
| ➤ Information Technology | ➤ School Districts |
| ➤ Scientific & Engineering | ➤ Light Industrial |
| ➤ State, County and Municipal Government Agencies | ➤ Onsite Management |
| ➤ Legal | ➤ Human Resources |
| ➤ Medical | ➤ Vendor Procurement |

The members of the Operations team of TS Staffing and CRS will remain as the client's point of contact. In addition, we will be upgrading our Employee & Client Management Systems which will assist us in providing you even better service than in the past.

We appreciate the opportunity to serve you and are excited that we will continue to provide you the best service within the industry.

Sincerely,

Bryan F. Smith
President
Lyneer Staffing Solutions

**AGENDA ITEM**

Meeting Date	
Tuesday, April 14, 2015	
Agenda Item Name	
Surplus Request	
Requested Action	
Motion to approve and declare end of life inventory as surplus from Information Technology Department, Fire Department, Environmental Services Department, and Police Department and dispose of in accordance with the Purchasing Policy.	
Staff Report	
The Purchasing Division, on behalf of the Information Technology Department, Fire Department, Environmental Services Department, and Police Department recommends approval of the above action. The following inventory have reached their end of life service and approval to surplus these items is being requested. <u>Information Technology Department</u> Phone Server (Citywide) NEC UX5000 Multibutton Phone Terminals (Citywide) <u>Fire Department</u> See attached list of miscellaneous items <u>Environmental Services Department</u> Vehicle 5202 - 2002 Chevrolet Blazer Vehicle 5211 - 1997 Ford F250 Vehicle 5221 - 1995 Ford F250 Nortel Phone System <u>Police Department</u> Vehicle 2124 - 2003 Chevrolet Impala Salvageable surplus property will be sold through GovDeals.com, an electronic auction website for government property.	
Additional Analysis	
Fiscal Impact Summary	

Fiscal Impact		Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	Information Technology Property Disposal	Information Technology Property Disposal.pdf	
2.	Fire Department Property Disposal	Fire Department Property Disposal.pdf	
3.	Environmental Services Property Disposal	Environmental Services Property Disposal.pdf	
4.	Police Department Property Disposal	Police Department Property Disposal.pdf	

PROPERTY DISPOSAL FORM

Department: IT Asset Tag#: _____
Contact Person: Tom Philbrick Phone: 241-7374
Year / Make / Model: NEC UX5000 Vehicle No. _____
Miles / Hours: _____ Serial / VIN: 2B1095BK100030
Description of Property Phone Server with Voicemail Blade

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☒ **OBSOLETE:** Refers to any item or material that is of no use to the City.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **OTHER:** _____

Director Signature: 

Date: 3/19/2015

*****This form must be sent to the Purchasing Division to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Manager: _____

*****Finance Section Office Use Only*****

Asset Number: _____

Completed by: _____

Date: _____

PROPERTY DISPOSAL FORM

Department: IT Asset Tag#: _____
Contact Person: Tom Philbrick Phone: 241-7374
Year / Make / Model: NEC UX5000 Multibutton Terminals Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property Handsets for NEC UX5000 system

☒ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **OTHER:** _____

Director Signature: Donald C. [Signature]

Date: 3/19/2015

*****This form must be sent to the Purchasing Division to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Manager: _____

*****Finance Section Office Use Only*****

Asset Number: _____

Completed by: _____

Date: _____

CITY HALL COUNT

Model	Count
2 button	1
6 button	3
12 button	46
24 button	8
LCD	10
DSS	1

i.c.d. 3/19/15

PROPERTY DISPOSAL FORM

Department: Fire Department Asset Tag#: _____
Contact Person: Joe Silvestris Phone: 352-394-7662
Year / Make / Model: N/A Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: N/A
Description of Property See attachment

☒ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **OBSOLETE:** Refers to any item or material that is of no use to the City.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☒ **OTHER:** Surplus items

Director Signature: Carol A. Bishop Date: 3/31/15

*****This form must be sent to the Purchasing Division to dispose of property*****

Date Approved by City Council: _____ Agenda Item: _____
Method of Disposal: _____ Date Disposed: _____
Purchasing Manager: _____

*****Finance Section Office Use Only*****

Asset Number: _____
Completed by: _____ Date: _____

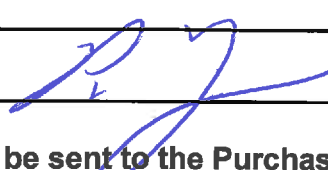
PROPERTY DISPOSAL FORM

Department: Environmental Service Asset Tag#: 209768
Contact Person: Heather Wooding Phone: 352-241-0178
Year / Make / Model: 2002 Chevrolet Blazer Vehicle No. 5202
Miles / Hours: 96,501 Serial / VIN: 1GNT13W72K150524
Description of Property 2002 Chevy Blazer

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☒ **OBSOLETE:** Refers to any item or material that is of no use to the City.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **OTHER:** _____

Director Signature:  Date: Apr 3, 2015

*****This form must be sent to the Purchasing Division to dispose of property*****

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Purchasing Manager: _____

*****Finance Section Office Use Only*****

Asset Number: _____

Completed by: _____ Date: _____

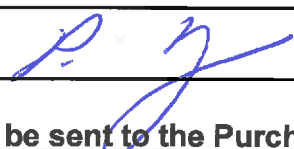
PROPERTY DISPOSAL FORM

Department: Environmental Service Asset Tag#: 61141
Contact Person: Heather Wooding Phone: 352-241-0178
Year / Make / Model: 1997 Ford F250 Vehicle No. 5211
Miles / Hours: 160,611 Serial / VIN: 1FDHF25H6VEC12435
Description of Property 1997 Ford F250

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☒ **OBSOLETE:** Refers to any item or material that is of no use to the City.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **OTHER:** _____

Director Signature: 

Date: Apr 3, 2015

*****This form must be sent to the Purchasing Division to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Manager: _____

*****Finance Section Office Use Only*****

Asset Number: _____

Completed by: _____

Date: _____

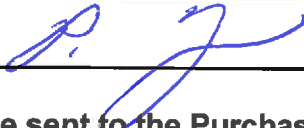
PROPERTY DISPOSAL FORM

Department: Environmental Service Asset Tag#: 120263
Contact Person: Heather Wooding Phone: 352-241-0178
Year / Make / Model: 1995 Ford F250 4x4 Vehicle No. 5221
Miles / Hours: 103,037 Serial / VIN: 1FTHF26H4SNB51925
Description of Property 1995 Ford F250 4x4

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☒ **OBSOLETE:** Refers to any item or material that is of no use to the City.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **OTHER:** _____

Director Signature:  Date: Apr 3, 2015

*****This form must be sent to the Purchasing Division to dispose of property*****

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Purchasing Manager: _____

*****Finance Section Office Use Only*****

Asset Number: _____

Completed by: _____ Date: _____

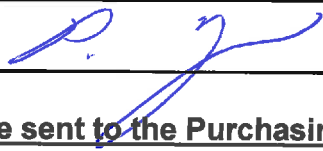
PROPERTY DISPOSAL FORM

Department: Environmental Service Asset Tag#: _____
Contact Person: Heather Wooding Phone: 352-241-0178
Year / Make / Model: Nortel Phone SYstem Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property Nortel Phone SYstem

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☒ **OBSOLETE:** Refers to any item or material that is of no use to the City.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **OTHER:** _____

Director Signature:  Date: Apr 3, 2015

*****This form must be sent to the Purchasing Division to dispose of property*****

Date Approved by City Council: _____ Agenda Item: _____
Method of Disposal: _____ Date Disposed: _____
Purchasing Manager: _____

*****Finance Section Office Use Only*****

Asset Number: _____

Completed by: _____ Date: _____

PROPERTY DISPOSAL FORM

Department: Police

Asset Tag#: _____

Contact Person: Captain Charles Vitale

Phone: 394-5588 x. 135

Year / Make / Model: 2003 / Chevrolet / Impala

Vehicle No. 2124

Miles / Hours: _____

Serial / VIN: 2G1WF55KX39248436

Description of Property Vehicle

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

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☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **OTHER:** _____

Director Signature: _____

Date: 4-6-15

*****This form must be sent to the Purchasing Division to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Manager: _____

*****Finance Section Office Use Only*****

Asset Number: _____

Completed by: _____

Date: _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 14, 2015		
Agenda Item Name		
Temporary Use of Commercial Space		
Requested Action		
Move to approve the agreement letter for the American Legion Post 55 to occupy a commercial unit at 1203 W. Highway 50 for 6 months, with conditions.		
Staff Report		
On January 18, 2015, the American Legion Post 55 located at 1063 West Desoto Street had a fire occur that completely damaged the interior and roof of the main structure, rendering it unusable. Occupancy of this building cannot occur until repairs are completed. It is estimated that the redevelopment of the building will take about 5 months to complete. Because this organization provides services to veterans and does multiple charitable events for the community, they do need a temporary location to conduct their business and hold the social gatherings. This will provide them with a base of operation until the building is completed. At this time, the only available vacant building that can accommodate the majority of their need is located in the Emerald Lakes Plaza located at 1203 West Highway 50. This unit is about 10,000 sq. ft. and was used at a commercial use in the past (IGA Grocery store). Because this use of the unit is considered temporary, staff believes that the attached letter of Agreement sets the conditions for the use of the unit. All fire and building regulations must still be adhered to in accordance with state and local codes.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. American Legion Post 55, Agreement Letter for Temporary Occupancy	American Legion conditinal use of 1203 SR 50.pdf	



JAMES K. HITT
Economic Development Director
CRA Director

352-241-7305
jhitt@clermontfl.org

April 3, 2015

Don Grieb, Commander
America Legion, Post 55
1063 W. Desoto St.
Clermont, FL 34711

Re: Temporary Use of commercial space at 1203 Highway 50

Dear Mr. Grieb:

This letter is to formalize the approval by the City of Clermont for the American Legion Post 55, to temporarily move operations of the Post 55 to 1203 W. Highway 50 under the following conditions:

- **Occupation is limited to only six (6) months of the unit at 1203 W. Highway 50**, during the reconstruction of the site at 1063 W. Desoto St.
- Post 55 will consistently pursue the reconstruction of the building at 1063 W. Desoto St. and follow all required permit requirements, and State and local codes.
- *Parking:* Parking regulations for lodges and clubs in a C-2 General Commercial zoning district requires 1 parking space per 50 square feet. The space the American Legion is looking at is about 4,000 sq. ft., which results in 80 parking spaces required. The Emerald Lake Plaza does not have that many spaces dedicated for that unit.

The normal parking space requirements for a 4,000 sq. ft. commercial building are 1 space per 200 sq. ft. = 20 spaces.

Based on two (2) people per vehicle, a **maximum capacity of 40 people** is established for this temporary 6 month use.

- No outside consumption of alcohol is allowed under any circumstance. All State licensing requirements must be adhered to and approved by the City of Clermont.

- No cooking inside or outside, other than microwave, coffee maker or similar device is allowed under any circumstance, unless approved by the Clermont Fire Department.
- All Amercian Legion Post 55 operations within said unit at 1203 W. Highway 50 shall cease upon final Certificate of Occupancy at 1063 W. Desoto St.

Any violation of the stated conditions shall result is revocation of the Certificate of Occupancy for this use at 1203 W. Highway 50.

Any questions regarding the agreed upon conditions, please contact me at 352-241-7305 or email jhitt@clermontfl.org .

Sincerely,

James K. Hitt
Economic Development Director

Approved by:

Don Grieb, Commander
American Legion Post 55

Date

\\cityhall\shares\Economic Development\JHITT\Organizations\American Legion, Post 55\American Legion conditinal use of 1203 SR 50.docx



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, April 14, 2015	
Agenda Item Name	
Resolution No. 2015-07 Harvest Landing	
Requested Action	
Move to deny Resolution 2015-07.	
Staff Report	
This request, originally scheduled to be heard at the March 24, 2015 meeting, was requested to be tabled to the April 14, 2015 meeting to allow the applicant more time to prepare the presentation. Beazer Homes is requesting an amendment to a Conditional Use Permit (CUP) for a Planned Unit Development (PUD) consisting of 33+ acres with 104 single family homes. The applicant wishes to increase the impervious surface ratio from 45% to 50% for building, sidewalks, and driveways. The project is located north of Steve's Road between Highway 27 and Citrus Tower Boulevard. The project was approved by the City Council on December 10, 2013 under Resolution 2013-25. The project is known as Harvest Landing. The applicant has platted the project and infrastructure is being installed along with the construction of model homes. The project received seven waivers to those sections of the code that deal with lot sizes in the conventional UE zoning district and standards for grading. Because this is a Planned Unit Development, these considerations or variances are considered to be part of the "zoning parameters" for the Planned Unit Development rather than an actual variance request. Already approved considerations/variances granted under Resolution 2013-25 within the Planned Unit Development are as follows: 1) To allow for private streets with gates. 2) To allow a minimum lot width of 55 feet 3) A grading request for up to 15 feet of cut/fill rather than 10 feet per code. 4) Allowing retaining walls to be 10 feet in height rather than a maximum of 6 feet. 5) To allow lot sizes smaller than one acre, down to 6,600 square feet. 6) Reduce front yard setbacks from 35 feet to 25 feet. 7) Reduce the side yard setback from 15 feet to 7.5 feet. The applicant is requesting one more special condition to be considered within the Planned Unit Development: 8) Increase the impervious surface ratio (ISR) from 45% to 50% for the buildings, driveways, and walkways. Initially another request to reduce the rear-yard setback to 25 feet was presented at the March Planning & Zoning Commission meeting. Upon further review, staff determined that no request was necessary for a 25-foot rear setback, since this was already allowed per code.	

Staff believes the consideration/variance requested to increase the impervious surface ratio is not consistent with other approved planned unit developments of this acreage and recommends denial of the proposed amendment to the Planned Unit Development.

At the Planning & Zoning Commission meeting March 3, 2015, Commissioner Cuqui Whitehead moved to recommend approval of the conditional use permit and to limit numbers 8 & 9 in the conditions to 26 lots; seconded by Commissioner Tony Hubbard. The vote was 5-2 to recommend approval of the conditional use permit with commissioners Judy Proli and Jack Martin opposing.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|-------------------------------|--|
| 1. | Resolution | CUP RES 2015-07.docx |
| 2. | Maps | Harvest Landing Map.pdf |
| 3. | CUP Conditions | Beazer CUP Conditions 2015.docx |
| 4. | Minutes | P&Z Minutes.pdf |
| 5. | Application | CUP 2015 application.pdf |
| 6. | Legal ad | Beazer ISR CUP Legal AD.docx |
| 7. | Applicant request to postpone | Request from applicant to postpone.pdf |

**CITY OF CLERMONT
RESOLUTION NO. 2015-07**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING AN AMENDMENT TO A CONDITIONAL USE PERMIT (RESOLUTION 2013-25) TO ALLOW A PLANNED UNIT DEVELOPMENT.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held March 3, 2015 recommended approval of this amendment to a Conditional Use Permit (Resolution 2013-25) to allow a Planned Unit Development; at the following location:

LOCATION:

Harvest Landing Subdivision, north of Steve's Road
Between Highway 27 and Citrus Tower Boulevard

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

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

This application for an amendment to a Conditional Use Permit (Resolution 2013-25) to allow a Planned Unit Development; be granted subject to the following conditions:

CONDITIONAL USE PERMIT CONDITIONS:

Section 1 - General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with the approved site plans dated September 30, 2014 prepared by Denham Engineering.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of grant by the City Council or the permit shall become null and void.

CITY OF CLERMONT
RESOLUTION NO. 2015-07

5. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
6. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date that this Conditional Use Permit is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.
7. The structure shall be inspected by the Fire Marshal for life safety requirements. All requirements must be met prior to any Certificate of Occupancy being issued.
8. The structure shall be inspected by the City Building Inspector and all building code violations must be corrected prior to a Certificate of Occupancy being issued.
9. The final Certificate of Occupancy shall not be issued until each of the stated conditions has been met.
10. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.

Section 2- Land Use

1. This Planned Unit Development is for a single family development with up to 104 dwelling units on 33.3 acres. The City's Site Review Committee must approve the site plan prior to the construction plan approval.
2. The applicant/owner must coordinate with the Lake County School District for capacity review and requirements pertaining to schools, and in conformance with City Code, prior to issuance of any building permits.

Section 3 – Site Development

1. Detailed grading, erosion control, and dust abatement plans for the entire site shall be submitted to and approved by the Site Review Committee prior to construction plan approval and the initiation of development activity. The dust abatement plan shall detail measures to be taken to eliminate the migration of dust particles from the site.
2. All excavated material shall be stored in a location approved by the City Engineer.

CITY OF CLERMONT
RESOLUTION NO. 2015-07

3. Geo-technical information regarding the soil characteristics of the site shall be submitted to the City as part of the final site review process.
4. The permittee/developers shall provide both temporary and permanent grassing, including fertilizer application on all disturbed areas where construction is not immediately intended. Said plan shall be provided in accordance with an approved ground cover plan acceptable to the City in accordance with Best Management Practices (BMP) of the United States Department of Agriculture Soil Conservation Service.
5. All platting must be completed in accordance with City Codes.

Section 4 – Transportation Improvements

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

Section 5 – Utilities and Stormwater

1. The permittee shall be responsible for purchasing, installing, and maintaining fire hydrants within the project. They shall be installed according to City Code.
2. The project shall be plumbed for reuse water with purple piping. Irrigation in common areas shall be provided for by well.

Section 6 – Landscaping

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

Section 7 – Architectural Design Standards

1. All structures shall be designed and constructed in accordance with the Architectural Standards of the City of Clermont.

CITY OF CLERMONT
RESOLUTION NO. 2015-07

2. All fencing within public view shall be ornamental metal or brick as approved by the Site Review Committee.

Section 8 – Fire Design Standards

1. Any residential structures not meeting the separation distances set forth in table R302.1 will be required to provide a residential sprinkler system meeting the standards of National Fire Protection Association 13D.

Section 9 – Special PUD Conditions

1. To allow for private streets with gates.
2. To allow a minimum lot width of 55 feet.
3. A grading request for up to 15 feet of cut/fill rather than 10 feet per code.
4. Allowing retaining walls to be 10 feet in height rather than a maximum of 6 feet.
5. To allow lot sizes smaller than one acre, down to 6,600 square feet.
6. Reduce front yard setbacks from 35 feet to 25 feet.
7. Reduce the side yard setback from 15 feet to 7.5 feet.
8. Increase the Impervious Surface Ratio (ISR) from 45% to 50% for buildings, driveways, and walkways for 26 lots only

CITY OF CLERMONT
RESOLUTION NO. 2015-07

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 14th day of April, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

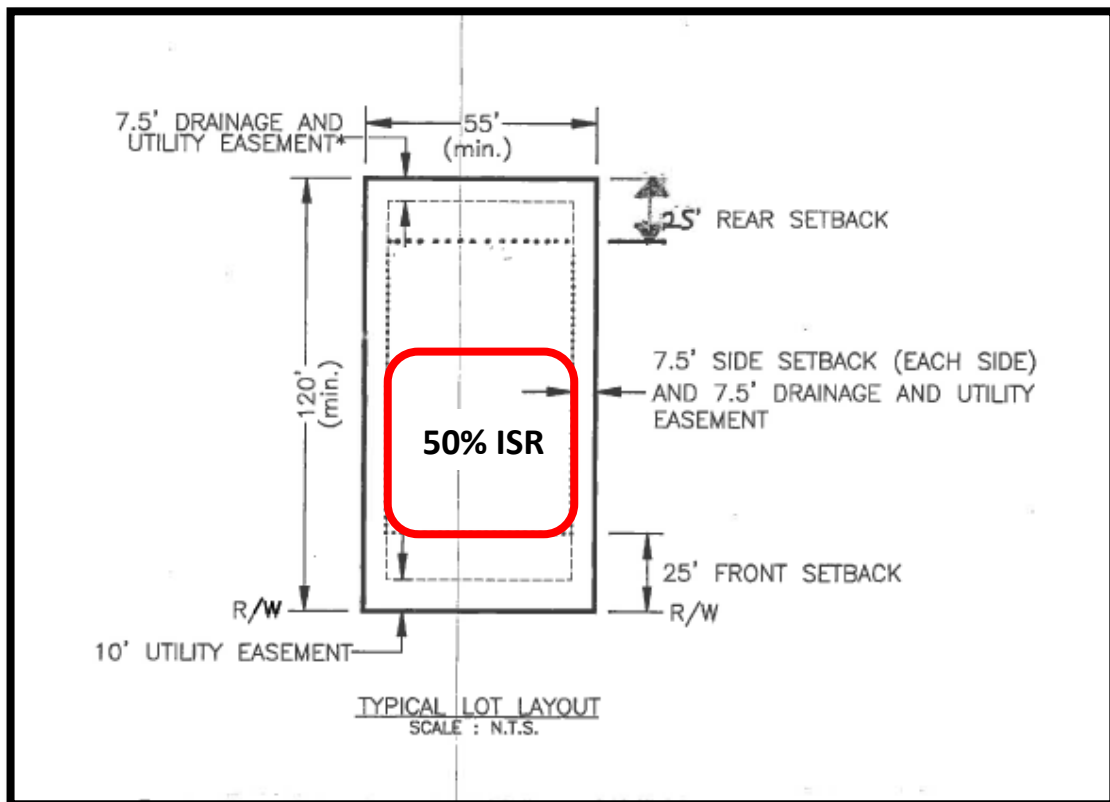
ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Harvest Landing – CUP Amendment



CUP amendment is seeking an increase in Impervious Surface Ratio (ISR) from 45% to 50% for building, driveways, and walkways.

CONDITIONAL USE PERMIT CONDITIONS:

Section 1 - General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with the approved site plans dated September 30, 2014 prepared by Denham Engineering.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of grant by the City Council or the permit shall become null and void.
5. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
6. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date that this Conditional Use Permit is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.
7. The structure shall be inspected by the Fire Marshal for life safety requirements. All requirements must be met prior to any Certificate of Occupancy being issued.
8. The structure shall be inspected by the City Building Inspector and all building code violations must be corrected prior to a Certificate of Occupancy being issued.
9. The final Certificate of Occupancy shall not be issued until each of the stated conditions has been met.
10. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.

Section 2- Land Use

1. This Planned Unit Development is for a single family development with up to 104 dwelling units on 33.3 acres. The City's Site Review Committee must approve the site plan prior to the construction plan approval.

2. The applicant/owner must coordinate with the Lake County School District for capacity review and requirements pertaining to schools, and in conformance with City Code, prior to issuance of any building permits.

Section 3 – Site Development

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

Section 4 – Transportation Improvements

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

Section 5 – Utilities and Stormwater

1. The permittee shall be responsible for purchasing, installing, and maintaining fire hydrants within the project. They shall be installed according to city code.
2. The project shall be plumbed for reuse water with purple piping. Irrigation in common areas shall be provided for by well.

Section 6 – Landscaping

1. The landscape design for all parking areas, buffers, rights-of-way, pedestrian ways and focal points shall be unified and complementary to the ambiance of the center.

2. All landscape plans and plantings shall meet or exceed the City of Clermont code.

Section 7 – Architectural Design Standards

1. All structures shall be designed and constructed in accordance with the Architectural Standards of the City of Clermont.
2. All fencing within public view shall be ornamental metal or brick as approved by the Site Review Committee.

Section 8 – Fire Design Standards

1. Any residential structures not meeting the separation distances set forth in table R302.1 will be required to provide a residential sprinkler system meeting the standards of National Fire Protection Association 13D.

Section 9 – Special PUD Conditions

1. To allow for private streets with gates.
2. To allow a minimum lot width of 55 feet.
3. A grading request for up to 15 feet of cut/fill rather than 10 feet per code.
4. Allowing retaining walls to be 10 feet in height rather than a maximum of 6 feet.
5. To allow lot sizes smaller than one acre, down to 6,600 square feet.
6. Reduce front yard setbacks from 35 feet to 25 feet.
7. Reduce the side yard setback from 15 feet to 7.5 feet.
8. Increase the impervious surface ratio (ISR) from 45% to 50% for buildings, driveways, and walkways for 26 lots only.

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

Page 1

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

MINUTES of the Planning and Zoning Commission meeting held February 3, 2015 were approved as written.

Development Services Director Barbara Hollerand stated that staff is still working with the Plaza Collina items, number 5 and 6 on the agenda. She requested the items be tabled until the April 7, 2015 Planning and Zoning meeting.

Commissioner Martin moved to table items 5 and 6 to the April 7, 2015 meeting; seconded by Commissioner Whitehead. The vote was unanimous to recommend to table the Plaza Collina large-scale comprehensive plan amendment and conditional use permit.

REPORTS

Development Services Director Barbara Hollerand stated that the City Council is considering changing the meeting time to 6:30 p.m. for the Planning and Zoning Commission. She stated that the change will not be effective for the April meeting. She stated that the March, April and May agendas will be longer than normal due to the ISBA annexations. She stated that these properties will be annexed prior to June 1, 2015 so that the City can benefit from the additional tax money.

Cuqui Whitehead stated that Ted DeWitt has died. She stated that he has donated so much to the South Lake area.

Chairman Nick Jones stated that Pig on the Pond is Friday March 13, Saturday March 14 and Sunday March 15, 2015.

1. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To allow an amendment to a conditional use permit to allow a Planned Unit Development

APPLICANT: Beazer Homes

Senior Planner John Kruse presented the staff report as follows:

Beazer Homes is requesting an amendment to a Conditional Use Permit (CUP) for a Planned Unit Development (PUD) consisting of 33+ acres with 104 single family homes. The applicant wishes to reduce the rear yard setback from 30 feet to 25 feet and increase the impervious surface ratio from 45% to 50% for building, sidewalks, and driveways. The project is located north of Steve's Road between Highway 27 and Citrus Tower Blvd. The project was approved

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

Page 2

by the City Council on December 10, 2013 under Resolution 2013-25. The project is known as Harvest Landing.

The applicant has platted the project and infrastructure is being installed along with the construction of model homes. The project received seven waivers to those sections of the Code that deal with lot sizes in the conventional UE zoning district and standards for grading. Because this is a Planned Unit Development, these considerations or variances are considered to be part of the "zoning parameters" for the PUD rather than an actual variance request.

Approved specific considerations/variances granted under Resolution 2013-25 within the PUD are as follows:

- 1) To allow for private streets with gates.
- 2) To allow a minimum lot width of 55'
- 3) A grading request for up to 15 feet of cut/fill rather than 10 feet per code.
- 4) Allowing retaining walls to be 10 feet in height rather than a maximum of 6 feet.
- 5) To allow lot sizes smaller than one acre, down to 6,600 square feet.
- 6) Reduce front yard setbacks from 35 feet to 25 feet.
- 7) Reduce the side yard setback from 15 feet to 7.5 feet.

The applicant is requesting two more specific considerations/variances to be considered within the PUD:

- 8) Reduce the rear yard setback from 30 feet to 25 feet.
- 9) Increase the impervious surface ratio (ISR) from 45% to 50% for the buildings, driveways, and walkways.

Staff believes the considerations/variances associated with this request are not consistent with other approved planned unit developments of this acreage and recommends denial of the proposed amendment to the PUD request.

Attorney Jimmy Crawford, stated that he is representing Beazer Homes. He stated that they are asking for minor changes that will help the community. He stated that the original rear setback is 30 feet and 45% building impervious service ratio. He stated that in January, Beazer Homes rolled out the Aspen model due to the increase in demand for a larger one-story home. He stated that the Aspen model is a 2,236 square foot home with three or four bedrooms. He stated that demographics of the area support this type of home. He stated that the Aspen model does not fit the lots with the setbacks that are in the conditional use permit. He stated that they are asking for what other zonings allow, which is 25-foot rear setbacks. He stated that the stormwater pond can handle the increase of the impervious for 26 lots.

Jeremy Camp, Beazer Homes, 2600 Maitland Center Pkwy, Maitland, stated that there were a lot of constraints on this property, mainly topography. He stated that there is 130 feet of elevation

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

Page 3

difference on this property. He stated that the Aspen model was not around when they originally began this project. He stated that what they see in the market is that three out of four sales are one-story homes.

Commissioner Martin asked if the overall impact will increase the density.

Mr. Kruse stated that the total number of units would stay the same.

Commissioner Martin asked if 50% of the 33 acres would be impervious.

Mr. Kruse stated that impervious is based on the lot size.

Brian Denham, 9507 Castleford Point, Orlando, stated that impervious surface is allowed at 45%. He stated that their increase would bring the impervious to 46.6% per lot.

Commissioner Smith asked where the location of the 26 lots will be within the subdivision.

Mr. Camp stated that the buyer will have a choice of their lot, so they have not designated the 26 lots.

Commissioner Smith asked how far back the retaining walls are.

Mr. Camp stated that they are 30 feet behind the houses.

Commissioner Whitehead asked where it is stated that the 25-foot rear setback is limited to 26 lots. She stated that this should be included in the conditions.

Mr. Crawford stated that the applicant would agree that it should be included in the conditions of the conditional use permit.

City Attorney Dan Mantzaris stated that the Commission can make that recommendation as part of the motion. He stated that it would be included in Section 9, number 9 of the conditions.

Commissioner Martin asked that if the reduction is so insignificant, then why request the reduction of the rear setback and increase of impervious.

Mr. Crawford stated that the Aspen model was developed after the approval of the original conditional use permit and there is an increased demand for this model. He stated that the requests are because the house is a larger model and will not fit in the current setbacks.

Commissioner Proli asked if there are buyers ready to purchase the Aspen model.

Mr. Camp stated that they have not marketed the Aspen model because they need approval of the requests prior to selling that model.

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

Page 4

Chairman Jones asked why this project has a requirement for a 30-foot setback when other zoning areas are 25-foot setbacks.

Mr. Kruse stated that when the parcel was annexed into the city it was given the zoning of Urban Estate which has a setback of 30 feet.

Chairman Jones asked if the applicant would be willing to rescind their request for the increase on the impervious.

Mr. Crawford stated that the increase in the impervious is necessary to be allowed to build the house. He stated that they are limiting it to 26 lots because that is what the current stormwater pond is designed to handle.

Commissioner Whitehead stated that she wants condition numbers 8 and 9 to be restricted to the 26 lots for the Aspen model.

Mr. Crawford stated that was the intention.

Mr. Kruse stated that staff was unaware that this request was limited to the 26 lots when the staff report was drafted.

Commissioner Whitehead moved to recommend approval of the conditional use permit and to limit numbers 8 & 9 in conditions to 26 lots; seconded by Commissioner Hubbard. The vote was 5-2 to recommend approval of the conditional use permit with Commissioners Proli and Martin opposing.

2. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To allow a structure that is more than 20,000 sq. ft. in the C-2 General Commercial zoning district

APPLICANT: SLV13, LLC

Senior Planner John Kruse presented the staff report as follows:

The applicant is requesting a Conditional Use Permit (CUP) to allow a business establishment, Hilton Suites Hotel, to occupy more than 20,000 square feet of total floor space in the General Commercial District (C-2). Under Sec. 122-223 of the Land Development Code, the C-2 zoning district permits a hotel, but limits it to 20,000 square feet or less. The conditional use permit allows the applicant to occupy more than 20,000 square feet. The applicant desires to construct a new four-story hotel building. The proposed building will be 56,000 square feet, which includes 107 rooms and other hotel amenities. The proposed location is a vacant lot located south of Legends Way, west of Champions Way (under construction), and north of SR 50. The site is approximately 5.64 acres in size, with 2.23 acres devoted to the hotel site. The remaining 3.41 acres of the overall site will be developed with other C-2 permitted uses. The applicant has not



CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION

DATE: 1/23/15

FEE: 1,000.00

PROJECT NAME (if applicable): Harvest Landing aka Steve's Road
Subdivision

APPLICANT: Beazer Homes Corp.

CONTACT PERSON: Dallas Austin

Address: 2600 Maitland Center Pkwy, Ste 265

City: Maitland State: FL Zip: 32751

Phone: 407-619-6870 Fax: _____

E-Mail: Dallas.Austin@Beazer.com

OWNER: Beazer Homes Corp. Nick Gargasz - Market Manager

Address: Same as above

City: _____ State: _____ Zip: _____

Phone: 407-339-4114 Fax: _____

Address of Subject Property: 1500 Steve's Road

General Location: N side of Steve's Road, E of 27, W
of Citrus Tower Blvd

Legal Description (include copy of survey): attached Warranty Deed

Land Use (City verification required): Urban Low Density

Zoning (City verification required): PD

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.

Reduce rear setback by 5-feet to allow a building pad for a 70-foot deep pool. The new rear setback would be 25-feet and the existing rear setback is 30-feet.

With a 40-foot by 70-foot building pad including the driveway and walkway, the impervious surface coverage would exceed 45% by approximately 5%. We would request the maximum impervious surface coverage for the building pad, driveway and walkway be increased to 50% to accommodate the additional 5%.

Dallas Austin Land Entitlements
Applicant Name (print) Professional

X
Applicant Name (signature)

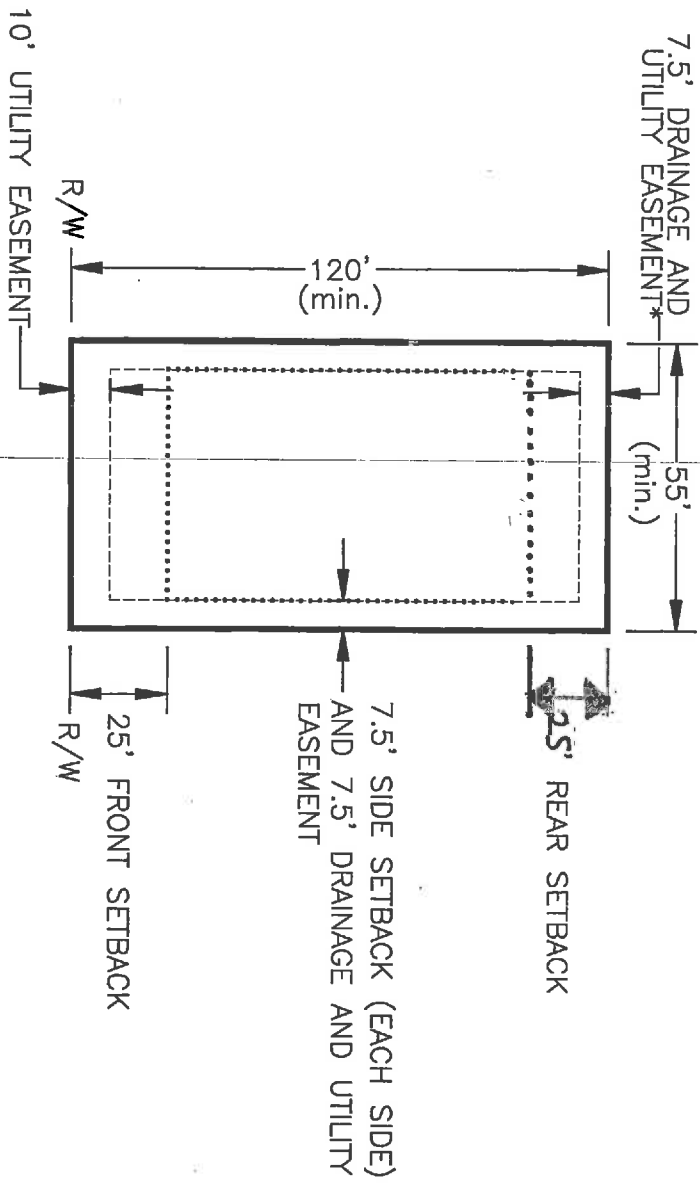
Nick Gargasz, Market
Owner Name (print) Manager

X
Owner Name (signature)

***** NOTICE *****

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

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



TYPICAL LOT LAYOUT
SCALE : N.T.S.

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for an amendment to a Conditional Use Permit (Resolution 2013-25) to allow a Planned Unit Development, at the following location:

LOCATION

North side of Steve's Road between
Highway 27 and Citrus Tower Boulevard

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, March 3, 2015 at 7:00pm.

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

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
February 24, 2015 and March 17, 2015

Barbara Hollerand

From: Jimmy Crawford [<mailto:jimmy.crawford@mnagellaw.com>]
Sent: Wednesday, March 11, 2015 11:20 AM
To: John E. Kruse
Cc: Curt Henschel
Subject: RE: Harvest Landing Staff Report

John; my client is still working with their engineer as to the Aspen product fitting with a pool of some kind of some lots at 55%.

I am afraid we will not have all the answers by the scheduled meeting on the 24th. Therefore, please consider this a request for a **postponement to the April 14th City Council Meeting**. We understand that postponements are at the Council's discretion. We appreciate staff and the Council's consideration, as we want to be completely prepared with our presentation and for any questions/issues that arise.

Thank you.

Jimmy

JIMMY D. CRAWFORD
MERIDETH NAGEL, P.A.



1201 West Highway 50
Clermont, FL 34711
Jimmy.Crawford@MNagellaw.com
(352) 394-7408 (phone)
(352) 394-7298 (facsimile)

www.mnagellaw.com

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CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 14, 2015		
Agenda Item Name		
Ordinance No. 2015-14; <i>Transmittal Hearing</i> Plaza Collina <i>Table to April 28</i>		
Requested Action		
Move to table Introduction of Ordinance 2015-14 to the April 28, 2015 Council meeting.		
Staff Report		
This administrative request was originally scheduled to be heard on March 10, 2015, but was tabled to April 14, 2015 to allow the request to first be heard by the Planning & Zoning Commission. It is requested to be tabled again to April 28, 2015 to allow it to be heard concurrently with the related administrative 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 June. 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 MASTER PLANNED DEVELOPMENT**

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

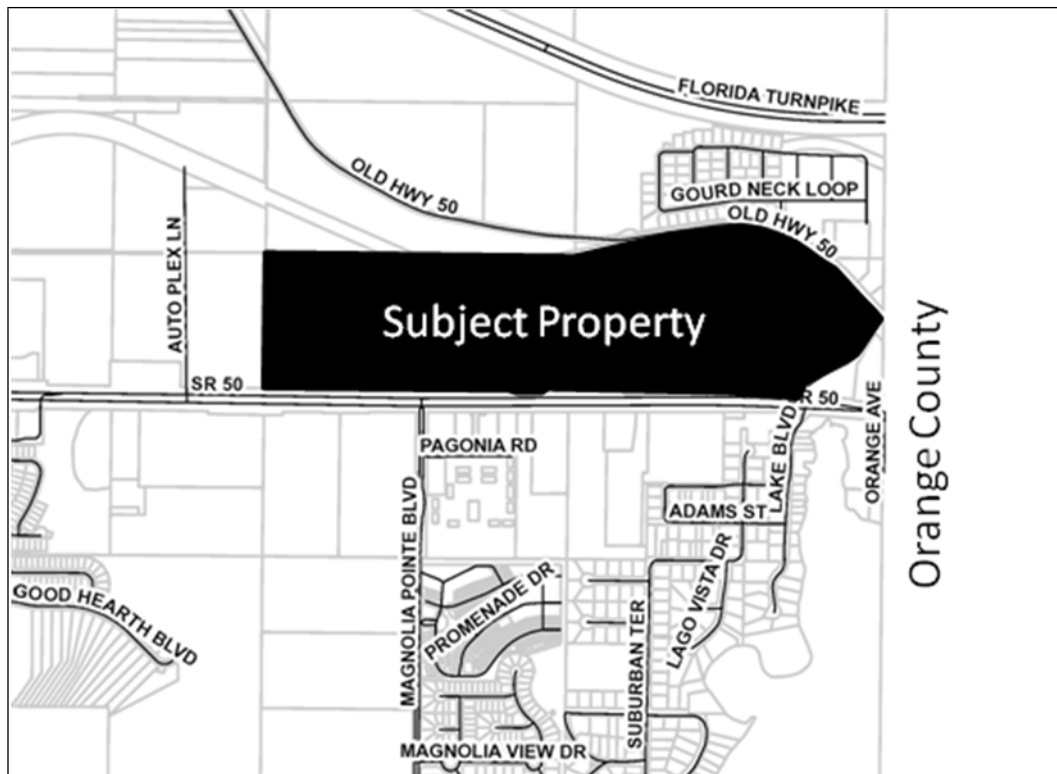
Section 3.

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 23rd day of June, 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

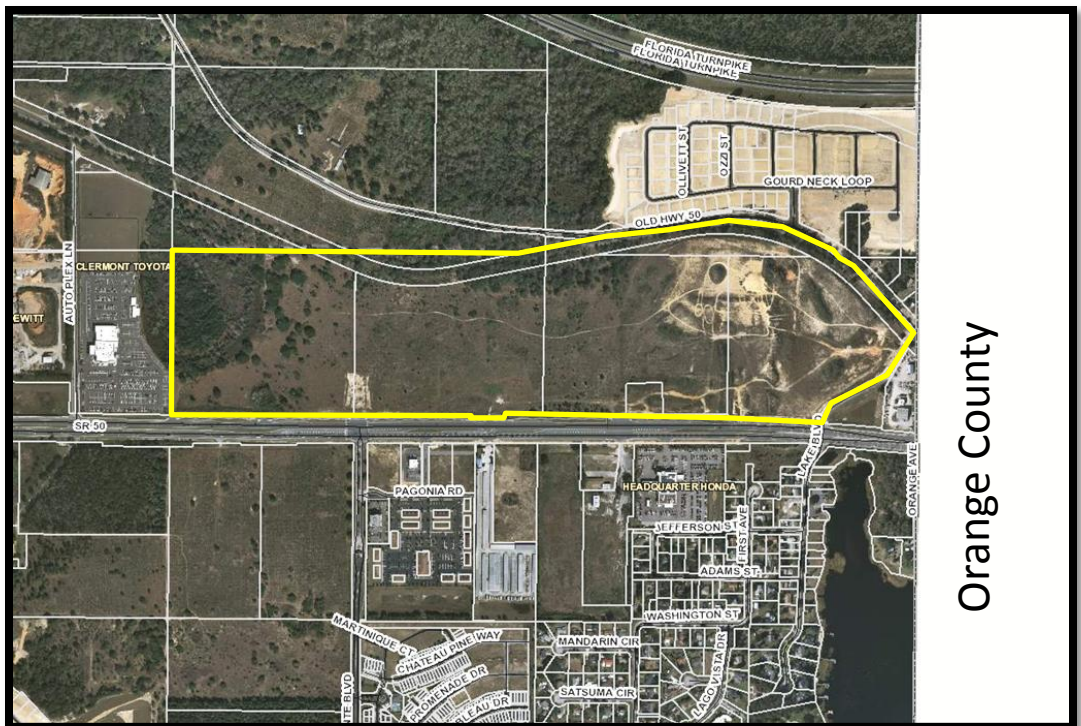
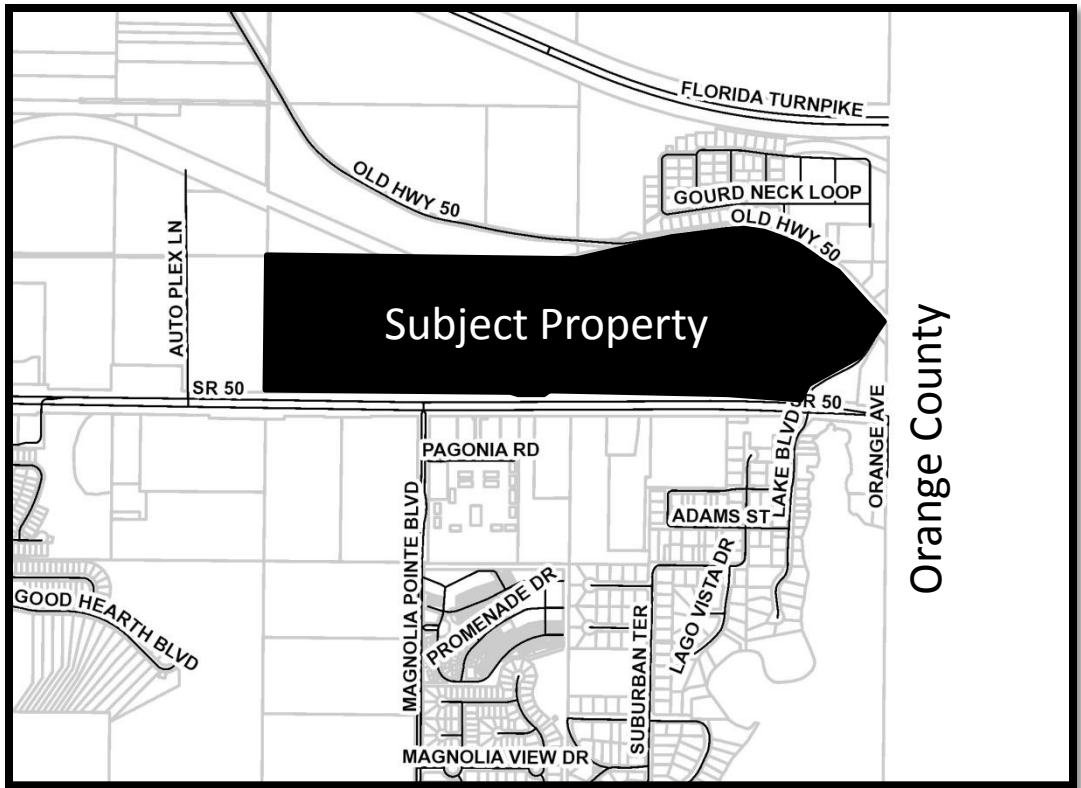


Exhibit – Future Land Use Plaza Collina

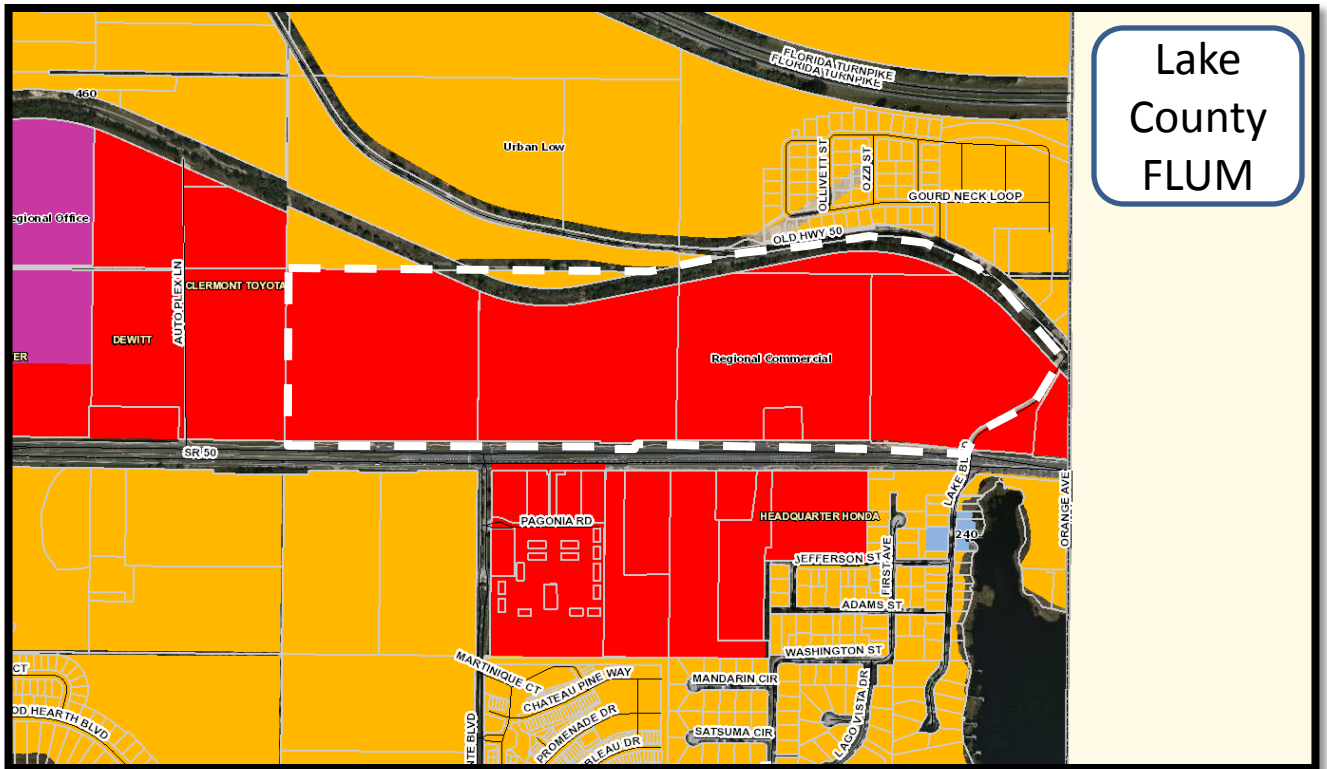
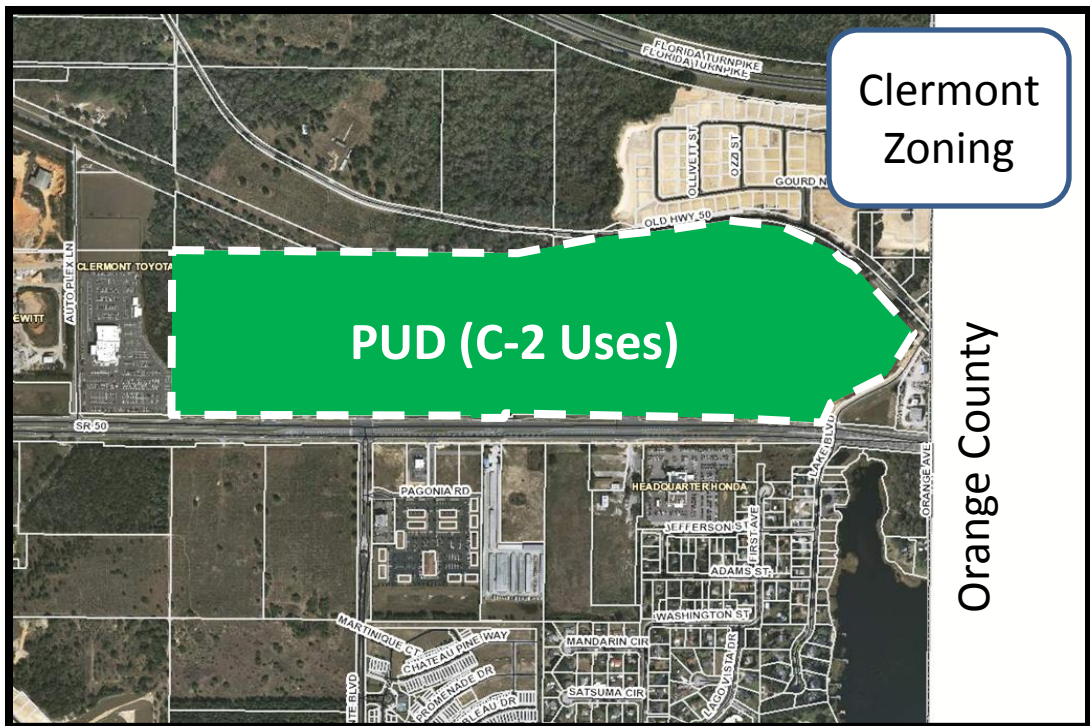


Exhibit – Zoning Plaza Collina



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

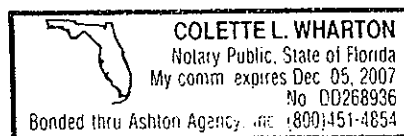


EXHIBIT "A"

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.

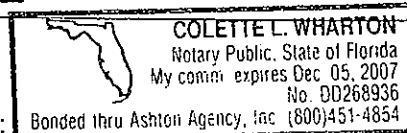
Signature

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:

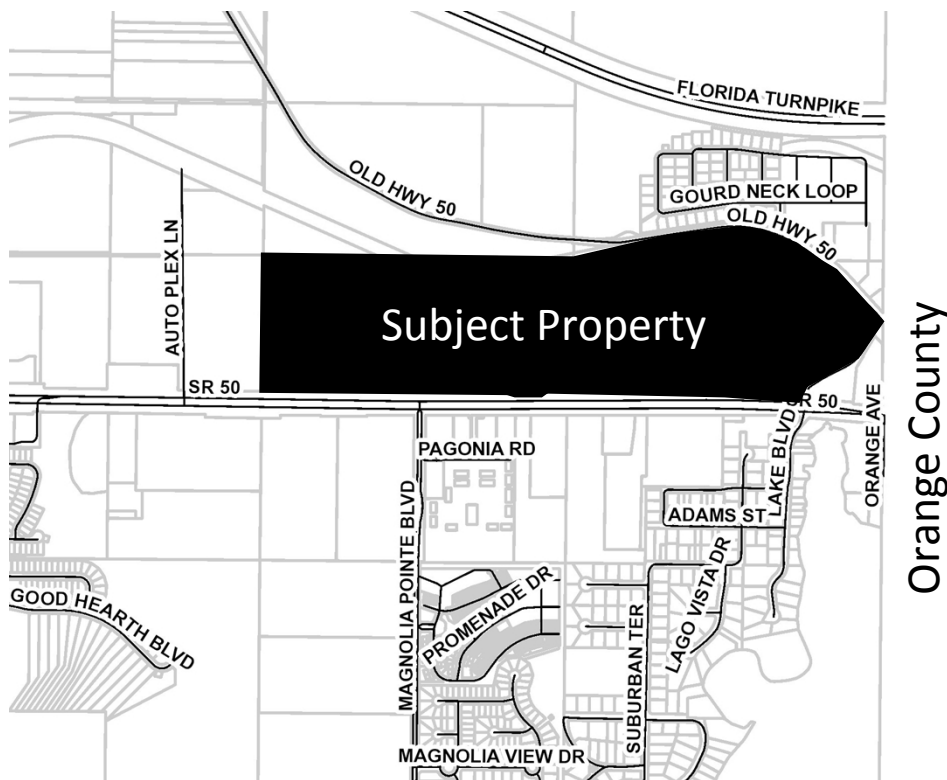
COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 25, AS THE POINT OF BEGINNING; THENCE RUN S 89°23'23" E, ALONG THE NORTH LINE THEREOF, 2690.33 FEET TO THE NORTH 1/4 OF SAID SECTION 25; THENCE RUN S 89°22'05" E, CONTINUING ALONG SAID NORTH LINE, 50.07 FEET TO A BARBED WIRE FENCE LINE; THENCE RUN N 79°30' 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 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, 469.56 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.



***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 #2015-14:

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.

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
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, April 14, 2015			
Agenda Item Name			
On-Street Parking <i>Desoto St. & Montrose St./5th Street</i>			
Requested Action			
Approval to change angle parking to parallel parking for Desoto St. from West Ave. to 8th Street and Montrose St. east of 5th Street.			
Staff Report			
City Council directed staff to explore alternative possibilities for on-street parking on Desoto Street, from West Avenue to 8th Street; and on Montrose Street, east of 5th Street. The on-street angled parking does not meet the current City's parking regulations and needs to be changed to parallel spaces. Handicapped parking on the east side 5th Street, south of Montrose Street was also reviewed.			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1. On-Street Parking for Desoto St. & Montrose St.		Desoto & Montrose Parking PP.pptx	



Desoto St. & Montrose St. Parking (angle, parallel and HC)

April 14, 2015

OVERVIEW



The purpose of tonight's presentation is to provide an overview of on-street parking concerns on Desoto St. and Montrose St. and offer a solution for each street.

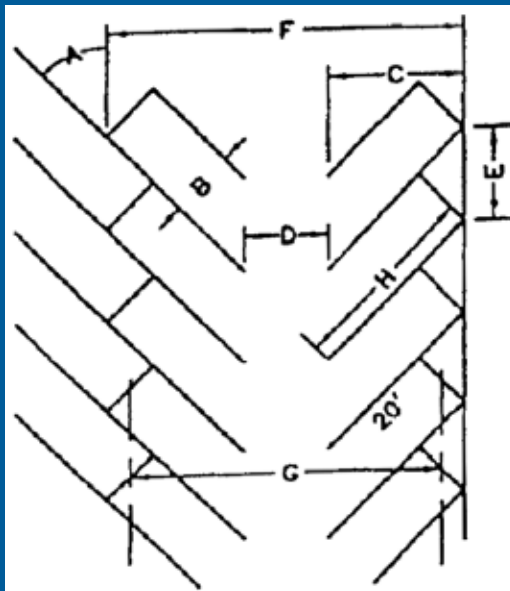
PARKING CONFIGURATION



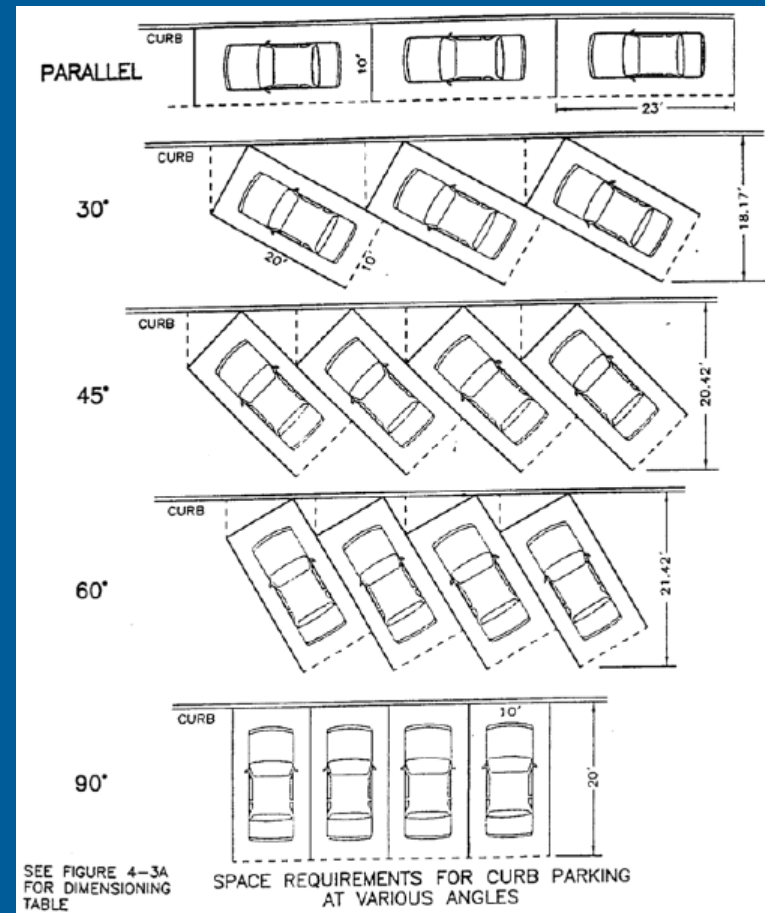
- Angle parking exists on portions of Desoto St. and Montrose St. that are in conflict with the two-way traffic flow and do not meet the City's current parking regulations. These spaces protrude into the traffic lanes for east-bound traffic.
- In these two areas, in order to provide for safe flow of traffic and to conform to City Code, the angle parking spaces would be replaced with parallel parking spaces, similar to the rest of downtown.

PARKING CONFIGURATION

Clermont Land Development Code (Chapter 98)



A	B	C	D	E	F	G	H
0°	10.00'	10.00'	12.00'	23.00'	32.00'	—	23.00'
30°	10.00'	18.66'	11.00'	20.00'	48.32'	39.66'	37.32'
45°	10.00'	21.21'	13.00'	14.14'	55.43'	48.36'	30.00'
60°	10.00'	22.32'	18.00'	11.55'	62.64'	57.64'	25.77'
90°	10.00'	20.00'	24.00'	10.00'	64.00'	64.00'	20.00'



LOCATION ~ DESOTO ST.



- Desoto St. – West Ave. to 8th Street



Angle parking on the south side of Desoto St. are undersized and cars and trucks stick out into the drive lane of east bound traffic.

LOCATION ~ DESOTO ST.



- The oldest available aerial is from 1994, which shows angle parking at that time.



LOCATION ~ DESOTO ST.



Existing Conditions Parking
W. Desoto St.

0 30 60
Feet
1 inch = 60 feet

LOCATION ~ DESOTO ST.



**W. Desoto St.
Proposed Parking Spaces**

0 30 60
Feet
1 inch = 60 feet

LOCATION ~ MONTROSE ST.



- Montrose St. – 5th Street to the east



Angle parking on the south side of Montrose St. are undersized and cars and trucks stick out into the drive lane of east bound traffic.

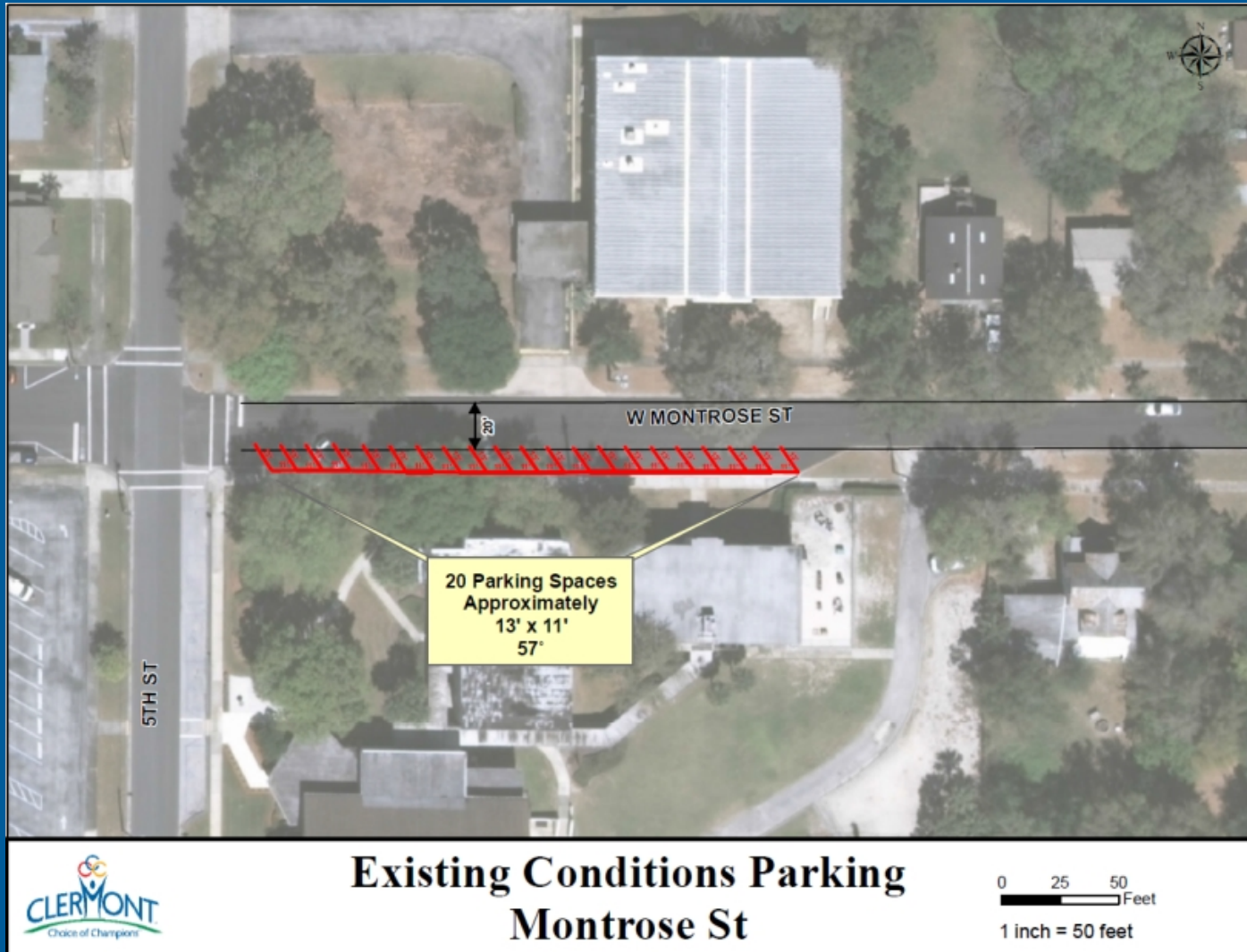
LOCATION ~ MONTROSE ST.



- View looking east shows angle parking on Montrose St. interferes with east bound traffic flow. :



LOCATION ~ MONTROSE ST.



LOCATION ~ MONTROSE ST.



**Parking Alternative
Montrose St**

0 25 50 Feet
1 inch = 50 feet

PARKING CHANGE SUMMARY



- Both locations have angle parking that does not meet the Land Development Code regulations.
- Proposed changes will re-stripe the angle parking to parallel parking spaces.

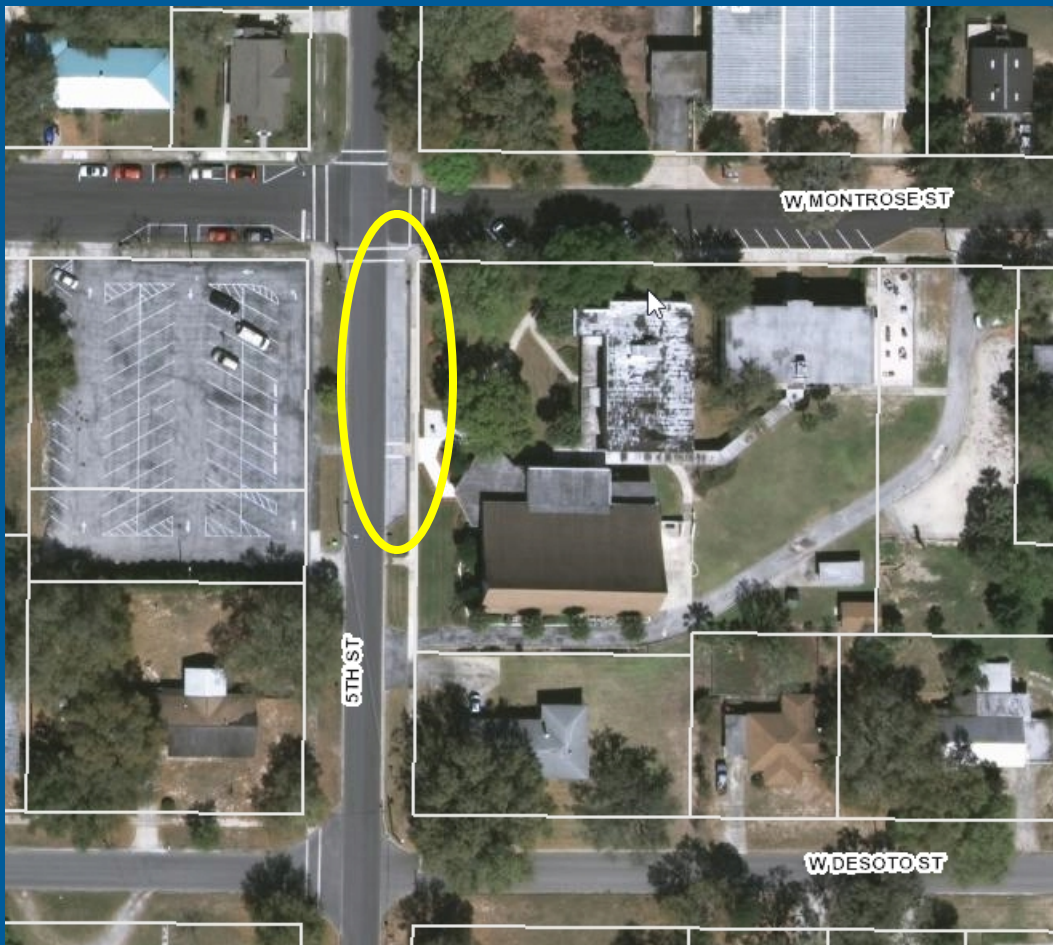
Parking space changes:

- Desoto St. – 21 spaces to 15
- Montrose St. – 20 spaces to 9

5th Street HC Parking



Aerial map of HC parking on 5th Street:



5th Street HC Parking



- The HC Parking on 5th Street does not conform to the size dimensions listed in the Land Development Code (LDC).
- Sec. 98-14 (a) *Determination for unlisted uses or alternative parking*, allows the Planning & Zoning Director to determine the appropriate parking for the proposed use, taking into account special conditions or situations.
- The Florida Accessibility Code for Building and Construction, Section 502 Parking Spaces, 502.2 Vehicle Spaces, Exceptions - does allow for reduced width to 96" (8'). In addition, Sec. 502.3 Access Aisle also allow: "Exception: Access aisles are not required for on-street parking."
- As with all property owners and developments, staff is considerate of special conditions.

5th Street HC Parking



5th Street HC Parking recommendations:

- 5th Street is considered public Parking (not exclusive to any particular property).
- Proper signage does need to be installed.
- The distance to the S.E. corner at Montrose St. needs proper striping which may result in losing one space.





Thank you.



AGENDA ITEM

Meeting Date		
Tuesday, April 14, 2015		
Agenda Item Name		
Variance Request Landry		
Requested Action		
Move to deny variance request.		
Staff Report		
The applicant is requesting to allow a front yard setback of 27 feet rather than 35 feet as required by the R-1-A zoning district in the Land Development Code, Section 122-105. The applicant is requesting the variance to expand an entry way on an existing single family residence. The applicant is renovating the house and is proposing to enhance the front entry area by adding architectural treatments such as columns. The house was constructed prior to the current zoning regulations and is considered an existing non-conforming structure. The existing front yard setback for the house is 29.7 feet from the right-of-way. The proposed expansion to the entry way will extend an additional 2.7 feet into the front yard setback and have a 10-foot width.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Aerial Map	Aerial Map.doc	
2. Review criteria	Review Criteria.doc	
3. Site plan	Site plan.pdf	
4. Application	Application.pdf	
5. Legal ad	VAR legal ad Landry.doc.docx	



1875 Johnson Drive

Landry Setback Variance

The requirements for a variance are as follows:

“Sec. 86-174, Review Criteria and Finding. When reviewing an application for a variance, the board of zoning adjustment shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:”

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

FINDINGS:

- (1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;
Applicant response: *Existing structure erected in 1976 with a setback of 29.7 feet and a straight roofline – requesting an addition of 2.7 x 10 feet elevated entry to enhance appearance of property.*

Staff comments: *The house is already closer to the setback line than code currently allows, special conditions are not demonstrated.*

Negative finding

- (2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;
Applicant response: *House constructed in 1976.*

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

Negative finding

- (3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;
Applicant response: *Addition would not be approved because of 35’ setback.*

Staff comments: *The property is zoned R-1-A, which normally has a 35 foot front yard setback. Staff feels the expansion of the entry way is not a hardship.*

Negative finding

- (4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded;
Applicant response: *Desire is to improve appearance and value of property.*

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

Positive finding

- (5) The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure;
Applicant response: *A 2.7-foot projection is needed to allow columns to be constructed and give depth to the entry way.*

Staff comments: Staff feels the variance request is reasonable and minimal to the structure.

Positive finding

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

Applicant response: Some other properties appear to have setbacks that are possibly less than this one has.

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

Positive finding

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

Applicant response: This addition should enhance this property and thus be a plus for the area.

Staff comments: This addition should not diminish property values or alter the character of the surrounding area.

Positive finding

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

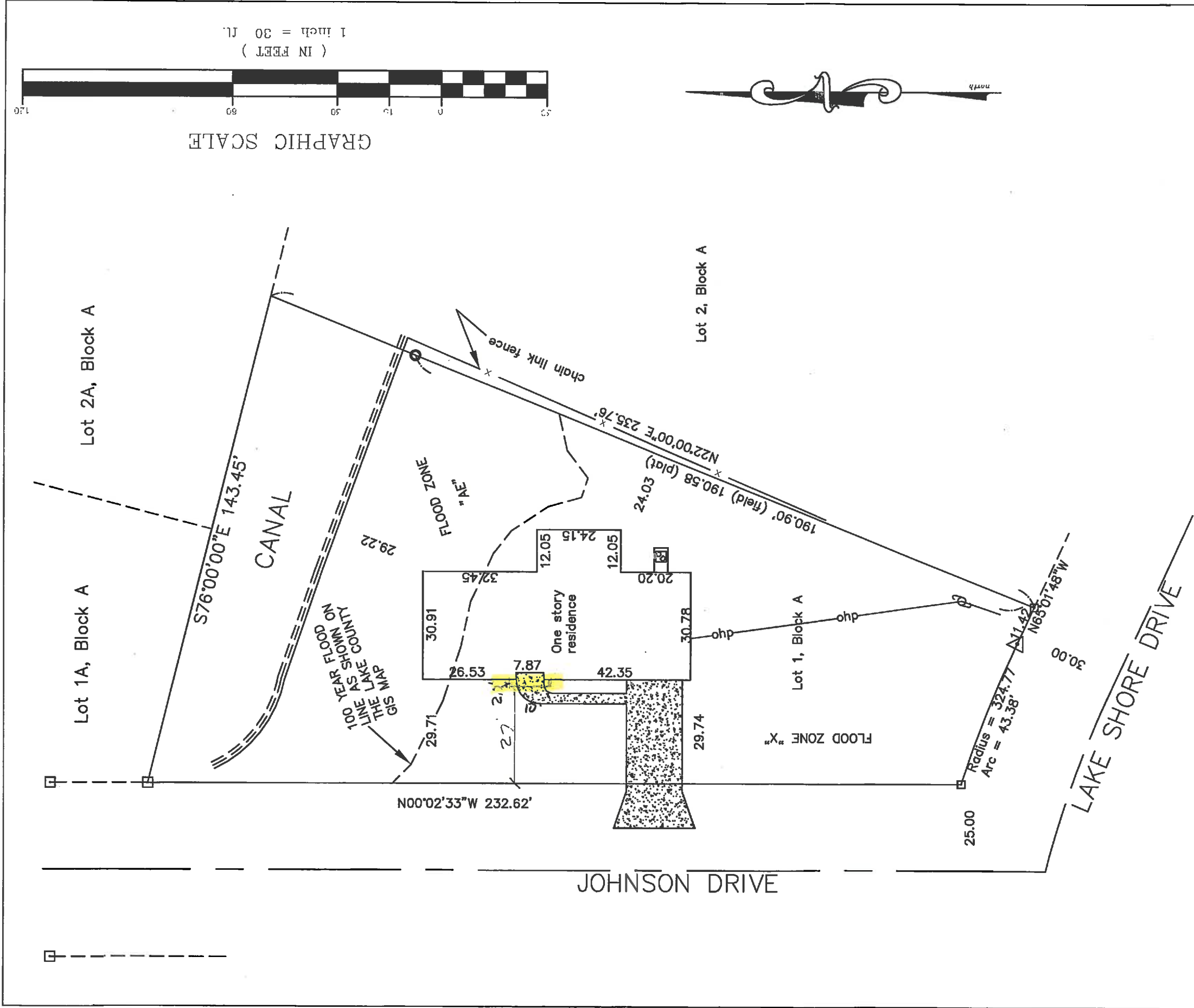
Applicant response: This addition will modernize this property and make it more compatible with the area.

Staff comments: Staff feels that granting the variance will not be injurious to the surrounding properties or detrimental to the public welfare.

Positive finding

STAFF RECOMMENDATION:

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



DESCRIPTION LOT 1A, BLOCK A; AND LOT 1, BLOCK B; IN WNONA SHORES SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 6, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

NOTES

1. BEARINGS BASED ON THE PLAT BEARING OF S.22°00'00"W., ALONG THE EAST LINE OF LOT 1.
2. APPARENT ABOVEGROUND ENCROACHMENTS, IF ANY, AS SHOWN.
3. UNDERGROUND ENCROACHMENTS OR IMPROVEMENTS, IF ANY, NOT LOCATED.
4. THIS SURVEY IS SUBJECT TO ANY FACTS THAT MIGHT BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
5. CERTIFICATION LIMITED TO PARTIES NAMED HEREON.
6. PROPERTY SHOWN HEREON LIES IN FLOOD ZONES "X" AND "AE".
7. ADDITIONS OR DELETIONS TO THE SURVEY SHOWN HEREON BY OTHERS THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF SAID SIGNING PARTY.
8. NORTH RIGHT OF WAY LINE OF LAKE SHORE DRIVE AT LOT 1 IS WITHIN AN UN-DIMENSIONED CURVE. DATA SHOWN HERE WAS CALCULATED BY SCALING THE POINT OF CURVATURE.
9. FLOOD INFORMATION SHOWN HEREON IS ONLY APPROXIMATE AND WAS NOT VERIFIED BY ELEVATIONS. ELEVATIONS WILL CONTROL OVER GIS MAP.

3/2/15

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

- = Found #4 rebar unmarked
- = Found concrete monument

Blackburn Surveying, Inc.
L.B. # 6528
642 WEST HIGHWAY 50
P.O. Box 121022
Clermont, Florida 34712
(352) 394-4417
Fax (352) 394-7058

BOUNDARY SURVEY FOR:
TALL CASTLE CONSTRUCTION

SCALE:	APPROVED BY:	DRAWN BY:
1" = 30'	PMK	PMK
DATE:	FB/PAGE:	
2/20/2015	359/41	

WNONA SHORES
LAKE COUNTY, FLORIDA

PAGE NO. 1 DRAWING NO. winonashores1a



CITY OF CLERMONT
VARIANCE
Application

DATE: 3-12-15

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): _____

APPLICANT: Robert J. Landry

CONTACT PERSON: Stephanie Glover

Address: 940 W. Oakland Ave. Suite A10

City: Winter Garden State: FL Zip: 34787

Phone: (847) 876-6335 Fax: _____

E-Mail: stephanieg^{x7301}@fallcastlehomes.com

OWNER: 1875 Johnson Dr. Land Trust Robert J. Landry - Trustee

Address: 940 W OAKLAND AVE, STE A-10

City: OAKLAND State: FL Zip: 34211

Phone: 407-876-6335 Fax: _____

Address of Subject Property: 1875 Johnson Dr., Clermont, FL

General Location: Corner of Johnson Dr & Lake Shore Dr
West of LAKE WINONA CANAL

Legal Description (include copy of survey): LOT 1A B1KA & LOT 1,
B1KB IN WINONA Shores S/D
PB 14, Pg 6

Land Use (City verification required): SF, Low Density

Zoning (City verification required): R-1-A



CITY OF CLERMONT

VARIANCE

Application

Page 2

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

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

Sec 122 - 105 (1)

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

CONSTRUCT elevated front entry that projects 2'8" from existing house which results in a 27' setback for that portion from Johnson Dr.

How does the Code create a hardship? The requirement is for a

35' setback, house is built with a 29.7' setback, & we are requesting @ 27' setback for new front entry

**** The following justifications must be completed ****

for any variance requested:

Variance requested – subject and code section: Code 1998, Sec 122-105
yards

Sec. 86-174. Review criteria and findings.

When reviewing an application for a variance, the City Council shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:

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

EXISTING structure erected in 1976 with a setback of 29.7' & a straight Roofline - requesting an addition of 2.7' x 10.0' elevated entry to enhance appearance of property

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

House constructed in 1976



CITY OF CLERMONT

VARIANCE

Application

Page 3

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

Addition would NOT be approved because of 35' Setback requirement

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

Desire is To improve Appearance & Value of Property

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

a 2.7' Projection is needed To allow columns To be Constructed & give depth To the entry way.

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

Some other properties appear To have setbacks that are possibly Less Than this one has

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

This Addition should enhance this property, and thus be a plus for the area.



CITY OF CLERMONT

VARIANCE

Application

Page 4

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

This Addition will modernize this property
I make it more compatible with the area

Robert Landry
Applicant Name (print)

x Robert Landry
Applicant Name (signature)

Robert Landry
Owner Name (print)

x Robert Landry, As Trustee
Owner Name (signature)

***** NOTICE *****

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY IN PROCESSING AND WILL NOT BE SCHEDULED UNTIL SUCH CORRECTIONS ARE MADE. APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.

City of Clermont

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

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variance: (1) to allow for a front yard setback of 27 feet rather than 35 feet - as required by the Land Development Code, Section 122-105, at the following location:

LOCATION

1875 Johnson Drive

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

This request will be heard by the City Council at a public hearing to be held on Tuesday, April 14, 2015 at 6:30 P.M. in the Clermont City Hall located at 685 West Montrose Street.

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

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

Tracy Ackroyd
City Clerk

Daily Commercial
April 7, 2015



AGENDA ITEM

Meeting Date		
Tuesday, April 14, 2015		
Agenda Item Name		
Variance Request Culver's		
Requested Action		
Move to approve variance request.		
Staff Report		
The applicant is requesting a secondary monument sign to exceed 8 feet in height for the Culver's Restaurant located at 1431 Johns Lake Road. Per City code, the monument signs adjacent to Johns Lake Road shall be a maximum height of 8 feet. To the north of the site there is a retaining wall that varies in height from approximately 6 feet in height to 10 feet in height. The northeast corner of the parking lot has a section of retaining wall that is 6 feet in height. The applicant proposes to build the sign at parking lot level (6 feet below the top of the retaining wall) and have it extend the 8 feet above the retaining wall, giving it an overall height of 14 feet. The overall sign height of 14 feet will give the sign an effective height of 8 feet to Johns Lake Road because of the retaining wall.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Review Criteria	Review Criteria.doc	
2. Location Maps	Location maps.doc	
3. Sign	Sign.pdf	
4. Site Plan	Site plan.pdf	
5. Application	Application.pdf	
6. Legal ad	VAR legal ad Culvers.doc.docx	

Exhibit 2

The requirements for a variance are as follows:

“Sec. 86-174, Review Criteria and Finding. When reviewing an application for a variance, the board of zoning adjustment shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:”

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

FINDINGS:

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

Applicant response: *The grade of the lot is below the road bed of Johns Lake Road. A retaining wall unique to this property exists for the sole purpose of retaining and providing a good footing for the Johns Lake Road bed.*

Staff comments: *The site is unique in that it was designed with tall retaining walls along the north side of the site.*

Positive finding

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

Applicant response: *The retaining wall was preexisting and for the purpose of the Johns Lake Road bed.*

Staff comments: *The retaining wall was preexisting and installed by the original developer, not the current owner.*

Positive finding

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

Applicant response: *A sign built to the overall height as allowed by code, would place approximately two thirds of the sign viewing area below the grade of the road bed, rendering it ineffective and contrary to the typical function and viewing enjoyed by other properties.*

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

Positive finding

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

Applicant response: *The actual costs for this sign to be built at 14’ overall height (approximate) will be significantly higher than those for the same size sign built at the*

allowable (reduced) overall height, the owner is willing to bear the cost to overcome this elevation hardship.

Staff comments: *The applicant /owner would have additional costs associated with this variance request.*

Positive finding

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

Applicant response: *Again, due to increased cost (burden to the owner), there would be no motivation from or benefit to the owner for additional height variance, this is the only variance requested.*

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

Positive finding

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

Applicant response: *Granting of this variance will only provide to the applicant, a relief, that otherwise, is commonly enjoyed by properties of similar zoning.*

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

Positive finding

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

Applicant response: *We know of no diminished value of property or character changes for this lot or the surrounding area.*

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

Positive finding

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

Applicant response: *Granting of this variance, in our opinion, is within the intent of the land development code with no known injurious nature to the public welfare or surrounding properties.*

Staff comments: *The general intent is for signs not to tower over the road way or be obtrusive to the general public. Staff feels this sign location (6 feet below the wall) will still be within the intent of the code and will not be detrimental to surrounding properties or public welfare.*

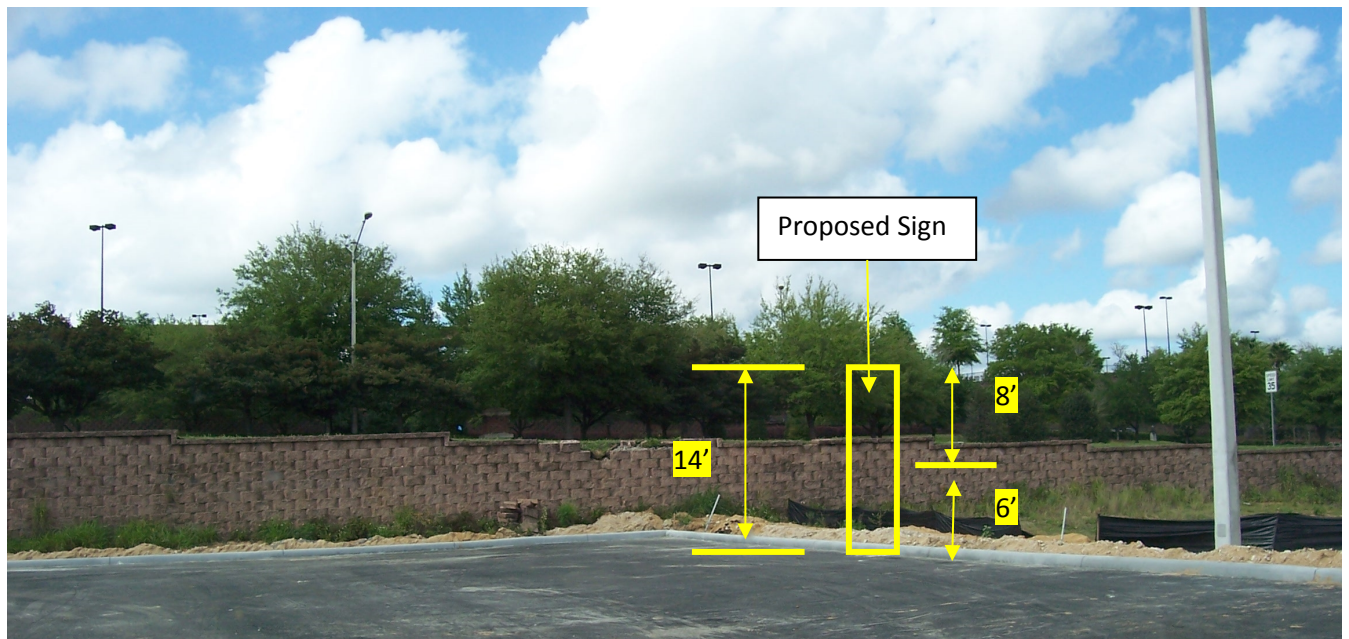
Positive finding

STAFF RECOMMENDATION for the Variances:

Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that all eight meet these findings. Therefore, staff recommends approval of this variance request for a sign to exceed 8 feet in height.

DEVELOPMENT NAME: Culvers

Location Map:



North east corner of parking lot





M-35 MONUMENT - JOHNS LAKE RD. REV-1

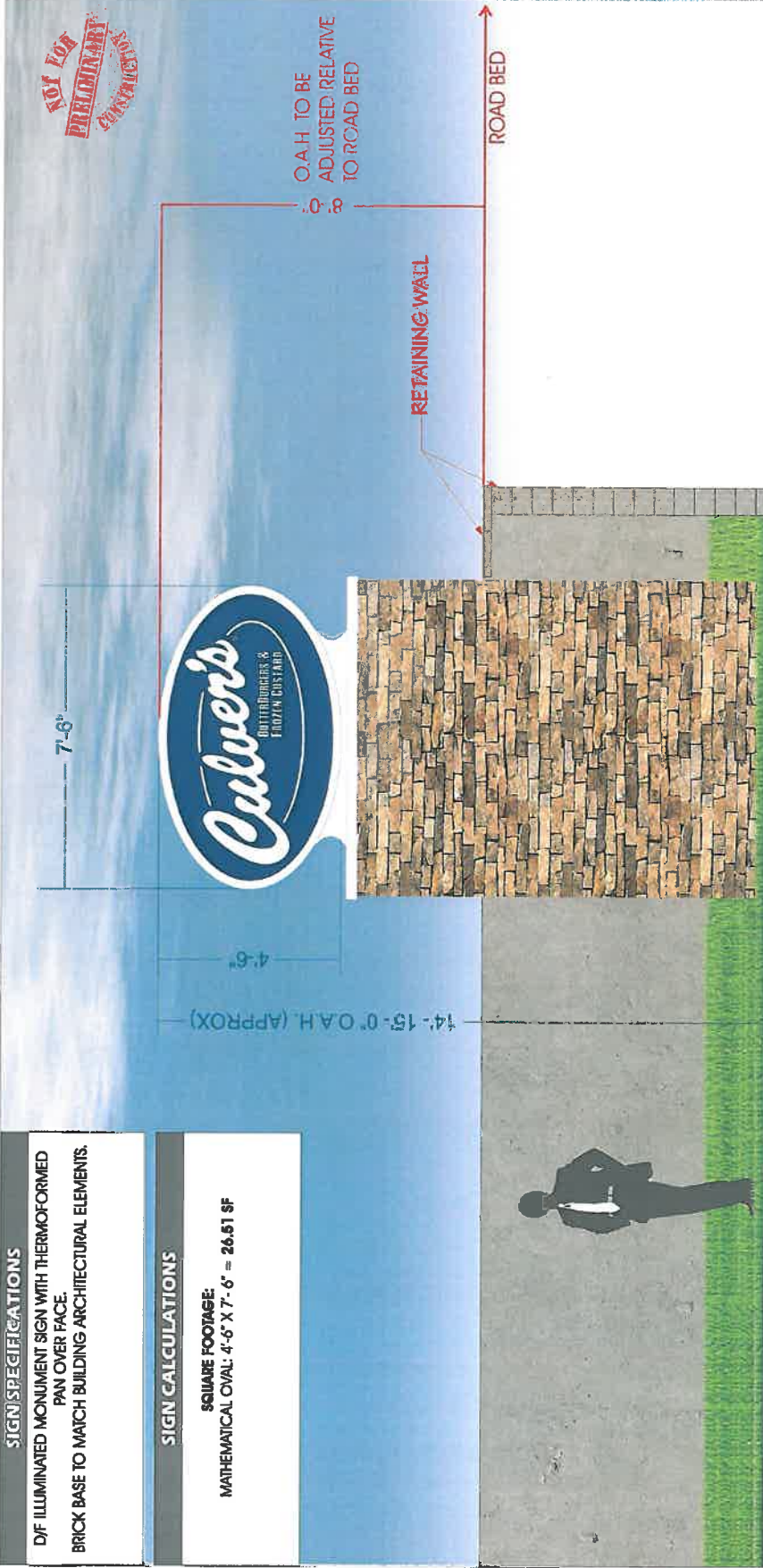
CLERMONT, FL

SIGN SPECIFICATIONS

DIY ILLUMINATED MONUMENT SIGN WITH THERMOFORMED PAN OVER FACE.
BRICK BASE TO MATCH BUILDING ARCHITECTURAL ELEMENTS.

SIGN CALCULATIONS

SQUARE FOOTAGE:
MATHEMATICAL OVAL: 4'-6" X 7'-6" = 26.61 SF



FILE PATH: ART/CULVERS/CLERMONT, FL

M-35-L-PBC

*SCALE AND COLORS NOT REPRESENTATIVE FROM EMAIL ATTACHMENTS.
*ALL MEASUREMENTS ARE APPROXIMATE.

CLIENT

▶ **CULVER'S**

SALESPERSON

▶ **MARK WESSELL**

DESIGNED BY

▶ **J WILSON/JB**

DATE

▶ **3/24/2015**

SCALE

▶ **1/4" = 1'**

APPROVED BY

▶

DATE

▶

REVISION HISTORY

5/24/15 - NEW
3/24/15 - REV-1, OAH LOWERED BY 2'-0"



environmentally responsible

U.S. HIGHWAY 27 & JOHNS LAKE ROAD
CLERMONT, FL 34711
PARCEL ID# 32-22-26-119200000C00
(ALTERNATE KEY 38447798)
ZONING: PUD

This drawing is copyrighted material. It remains the property of Springfield Sign & Neon unless otherwise agreed upon in writing. It is intended to use this drawing for bidding purposes, not for reproduction, copying or use in the production of a sign without written permission from Springfield Sign & Neon, Inc.

This is an artistic rendering and final colors/sizes may vary from that depicted herein.

WWW.SIGNHIT.COM

*-DENOTES MATHEMATICAL AREA OF OVAL
USED + RECTANGULAR AREA OF EMC
(SEE ATTACHED ARTWORK)

MONUMENT SIGN AREA CALCULATIONS		
SIGN	SIZE (APPROX.)	*AREA
ME-35 U.S.-27	$(7'-6" (W) \times 4'-6" (H))$ $+(7'-3" (W) \times 2'-5" (H))$	*44.03 S.F.
ME-35 JOHNS LAKE ROAD	$(7'-6" (W) \times 4'-6" (H))$ $+(7'-3" (W) \times 2'-5" (H))$	*44.03 S.F.

MONUMENT SIGN TOTAL = *88.06 S.F.

MENU BOARD AREA CALCULATIONS		
SIGN	SIZE (APPROX.)	AREA
MB-DT-46-CS	$8'-10 \frac{1}{2}" (W) \times 5'-2 \frac{3}{4}" (H)$	46.30 S.F.
MB-DT-25-PS-CS	$4'-8" (W) \times 5'-2 \frac{3}{4}" (H)$	24.40 S.F.

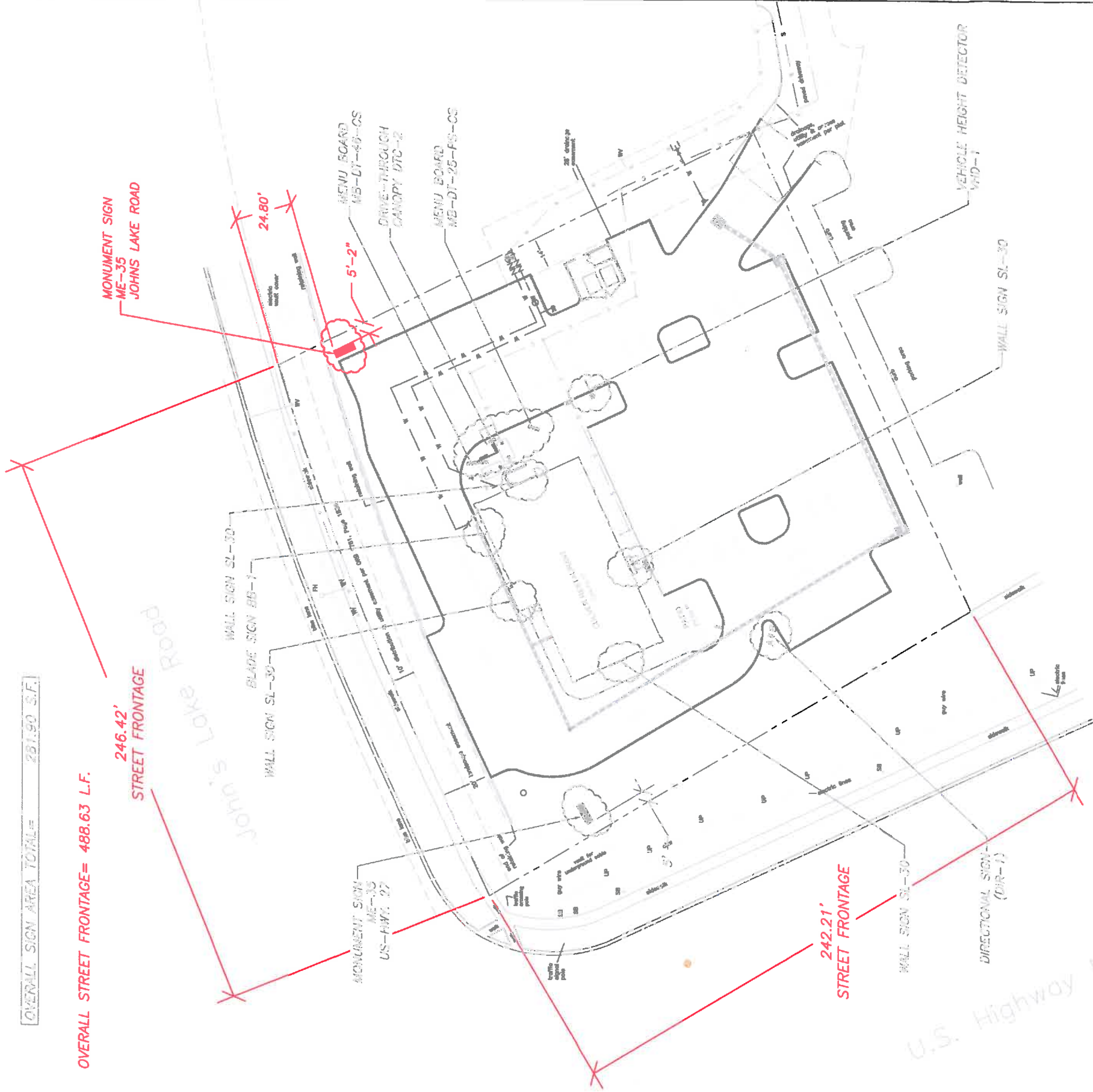
MENU BOARD TOTAL = 70.70 S.F.

OVERALL SIGN AREA TOTAL= 281.90 S.F.

OVERALL STREET FRONTAGE= 488.63 L.F.

246.42'

STREET FRONTAGE



SCALE 1" = 50'

PARCEL ID# 32-22-26-119200000C00
(ALTERNATE KEY 38447798)
ZONING: PUD

APPROVED BY C.F.S.I.
1-15-15

Project No.: 4870
Drawn By: DEN
Reviewed By: MW
Date: 12-09-14

Sheet Number:
1 OF 1

CULVER FRANCHISING SYSTEM, INC.
NEW CULVER'S-SIGNAGE
U.S. HWY. 27 & JOHNS LAKE ROAD
CLERMONT, FL 34711
SITE PLAN

LOCATION:
CLERMONT, FL

Client:
Culver Franchising
System, Inc.
540 Water Street
Prairie du Sac, WI 53578
p (608) 643-7980

SPRINGFIELD SIGN & NEON
2531 N. Patterson
Springfield, MO 65803
(417) 862-2454



CITY OF CLERMONT
VARIANCE
Application

DATE: March 6, 2015

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): Culver's of Clermont

APPLICANT: Springfield Sign & Neon

CONTACT PERSON: Mark Wessell (Mike Ladisa of Culver's)

Address: 2531 N. Patterson

City: Springfield State: Missouri Zip: 65803

Phone: 417-862-2454 Fax: 417-862-1887

E-Mail: mosigndude@gmail.com

OWNER: Clermont Custard LLC

Address: 12148 Rebeccas Run Drive

City: Winter Garden State: Florida Zip: 34787

Phone: 407-948-7884 Fax: _____

Address of Subject Property: 1431 Johns Lake Road Clermont, FL 34711

General Location: SE Corner US Hwy 27 and Johns Lake Road

Legal Description (include copy of survey): Lot C, Lost Lake, Tract 6 Partial Replat

Land Use (City verification required): PUD

Zoning (City verification required): PUD

**CITY OF CLERMONT
VARIANCE**

**Application
Page 2**

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

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:
102-12(a) and 102-15-5ii

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

How does the Code create a hardship?

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

Variance requested – subject and code section: Variance as requested in Attachment Section 1,
102-12(a) and 102-15-5ii

Sec. 86-174. Review criteria and findings.

When reviewing an application for a variance, the board of zoning adjustment shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:

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

The grade of this lot is below the road bed of Johns Lake Rd. A retaining wall unique to this property exists for the sole purpose of retaining and providing a good footing for the Johns Lake road bed.

- (2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;
The retaining wall was pre-existing and for the purpose of the Johns Lake road bed.
-
-

**CITY OF CLERMONT
VARIANCE**

Application

Page 3

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

A sign built to the overall height as allowed by code, would place approximately two thirds of the sign viewing area below the grade of the road bed, rendering it ineffective and contrary to the typical function and viewing enjoyed by other properties.

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

The actual costs for this sign to be built at 16' overall height (approximate) will be significantly higher than those for the same size sign built at the allowable (reduced) overall height, the owner is willing to bear these costs to overcome this elevation hardship.

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

Again, due to increased costs (burden to the owner), there would be no motivation from or benefit to the owner for additional height variance, this is the only variance requested

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

Granting of this variance will only provide to the applicant, a relief, that otherwise, is commonly enjoyed by properties of similar zoning.

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

We know of no diminished value of property or character changes for this lot or the surrounding area.

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

Granting of this variance, in our opinion is within the intent of the land development code with no known injurious nature to the public welfare or surrounding properties.

**CITY OF CLERMONT
VARIANCE**

Application

Page 4

MARK WESSELL

Applicant Name (print)

X [Signature]
Applicant Name (signature)

MIKE LADISA

Owner Name (print)

SEE ATTACHED LETTER OF AUTHORIZATION
X FROM MIKE LADIS, OWNER (CULVERS
LOT)
Owner Name (signature)

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

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY IN PROCESSING AND WILL NOT BE SCHEDULED UNTIL SUCH CORRECTIONS ARE MADE. APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.

City of Clermont

Planning & Zoning Department.

685 W. Montrose St.

P.O. Box 120219

Clermont, FL. 34712-021 9

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

My Commission Expires: 5414-2-2018

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variance: (1) to allow a monument sign to exceed 8 feet in height - as required by the Land Development Code, Section 102-15, at the following location:

LOCATION

1431 Johns Lake Road

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

This request will be heard by the City Council at a public hearing to be held on Tuesday, April 14, 2015 at 6:30 P.M. in the Clermont City Hall located at 685 West Montrose Street.

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

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

Tracy Ackroyd
City Clerk

Daily Commercial
April 7, 2015



AGENDA ITEM

Meeting Date		
Tuesday, April 14, 2015		
Agenda Item Name		
Ordinance No. 2015-20; <i>Introduction</i> Don Mealey Chevrolet		
Requested Action		
Move to introduce Ordinance 2015-20.		
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 agreement with the City was executed on May 27, 2003. The property is improved and is receiving water and sewer services from the City. The property, approximately 16.74 acres, has been developed as an auto dealership, Don Mealey Chevrolet. 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 2015-20.doc	
2. Maps	Don Mealey Maps.pdf	
3. Utility Agreement	Bill Seidle Utility Agreement.pdf	
4. Legal ad	ANN legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-20

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, dated May 27, 2003; 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

09-22-26; Lake Highlands 28-22-26 Tracts 23, 24 – Less south 107 feet; ORB 537 PG 352, Public Records of Lake County, Florida.

Containing 16.74 acres, more or less

(Alternate Key 1648254) 14138 State Road 50; Don Mealey Chevrolet

CITY OF CLERMONT
ORDINANCE No. 2015-20

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.

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-20

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th day of April, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map Don Mealey Chevrolet

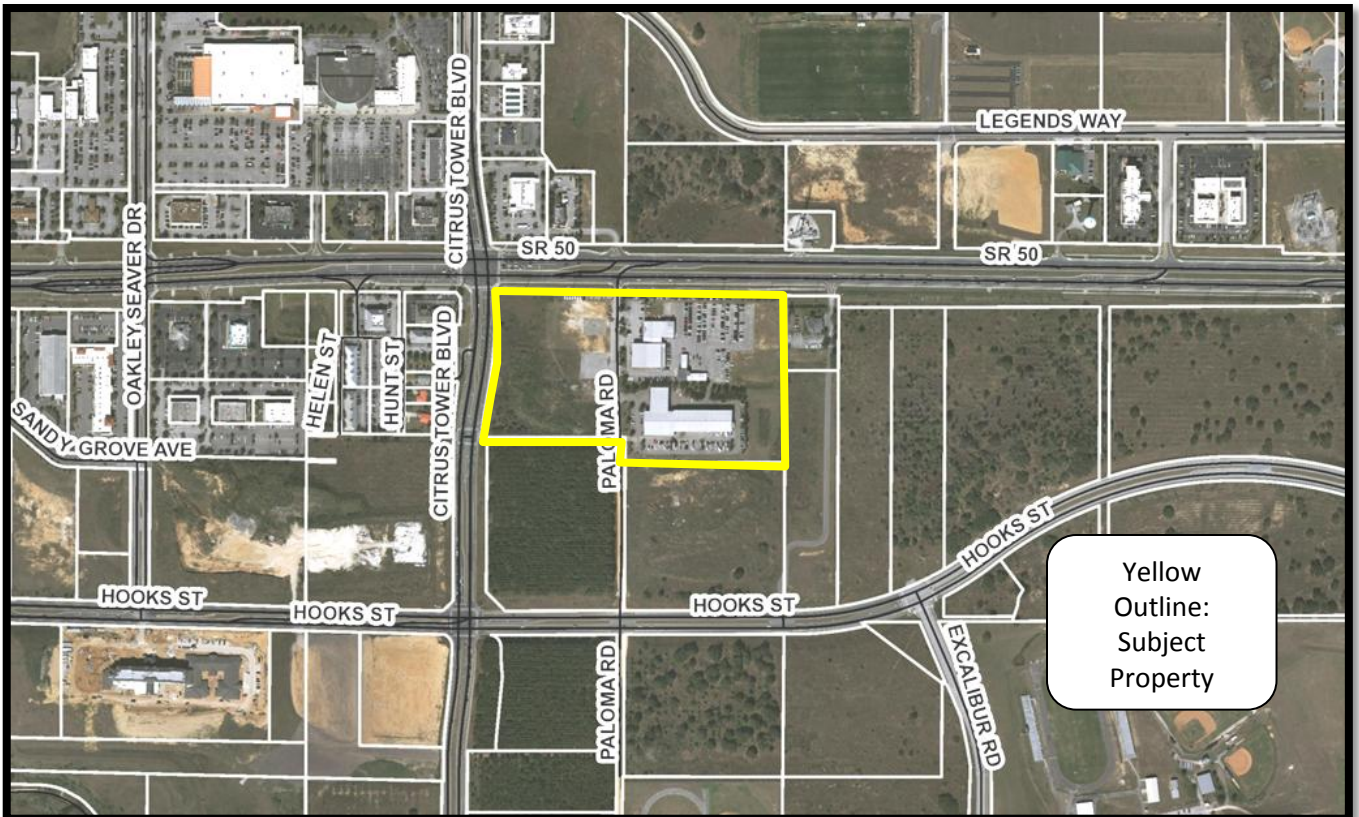
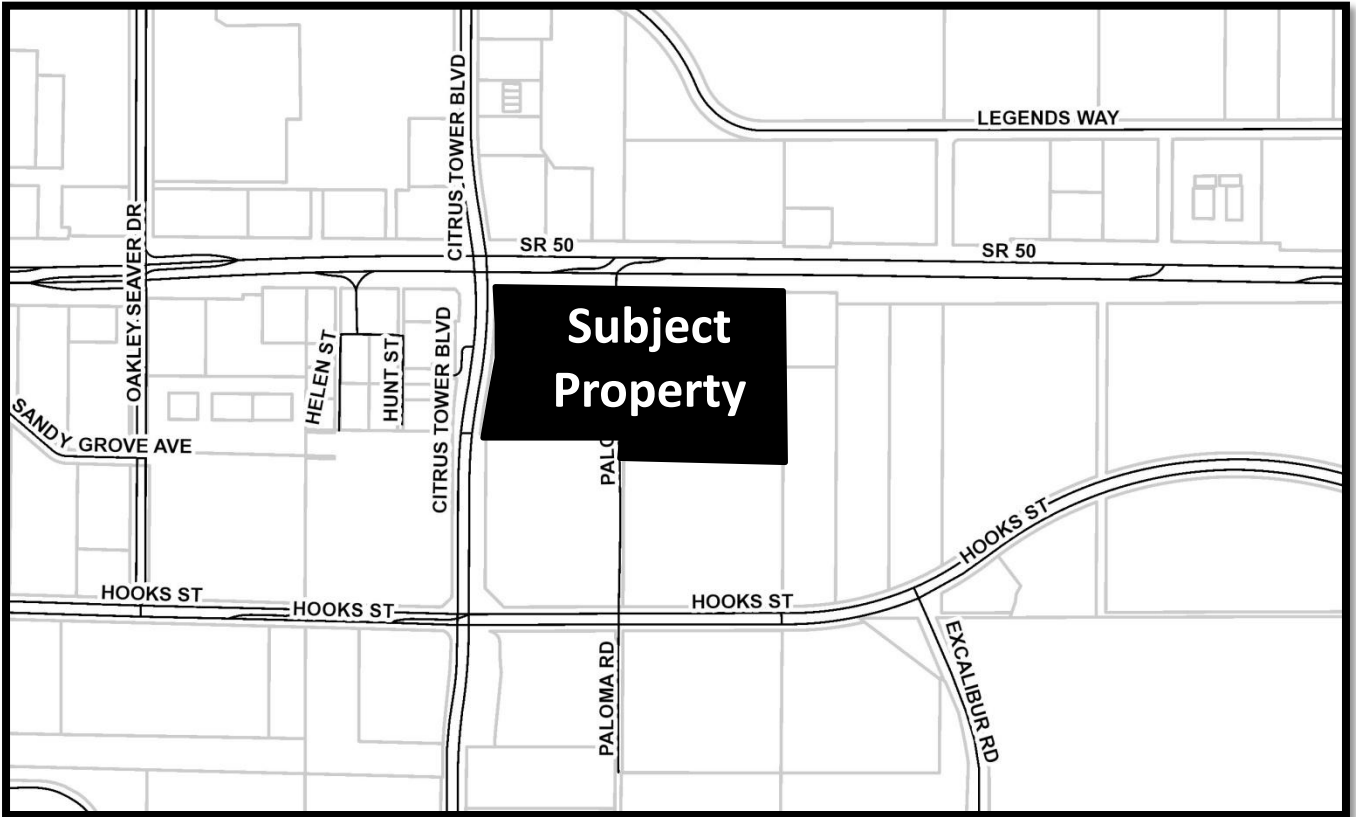


Exhibit – Future Land Use
Don Mealey Chevrolet

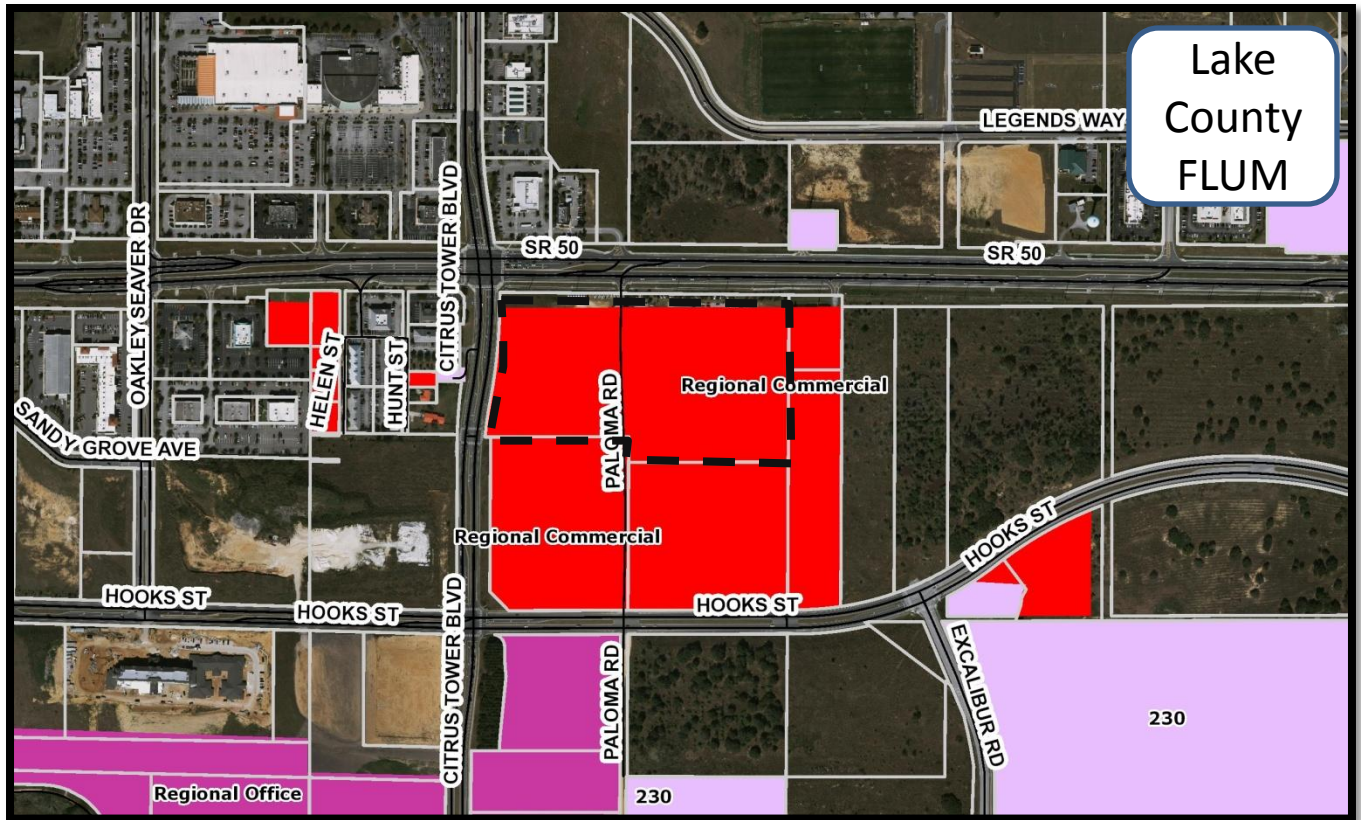
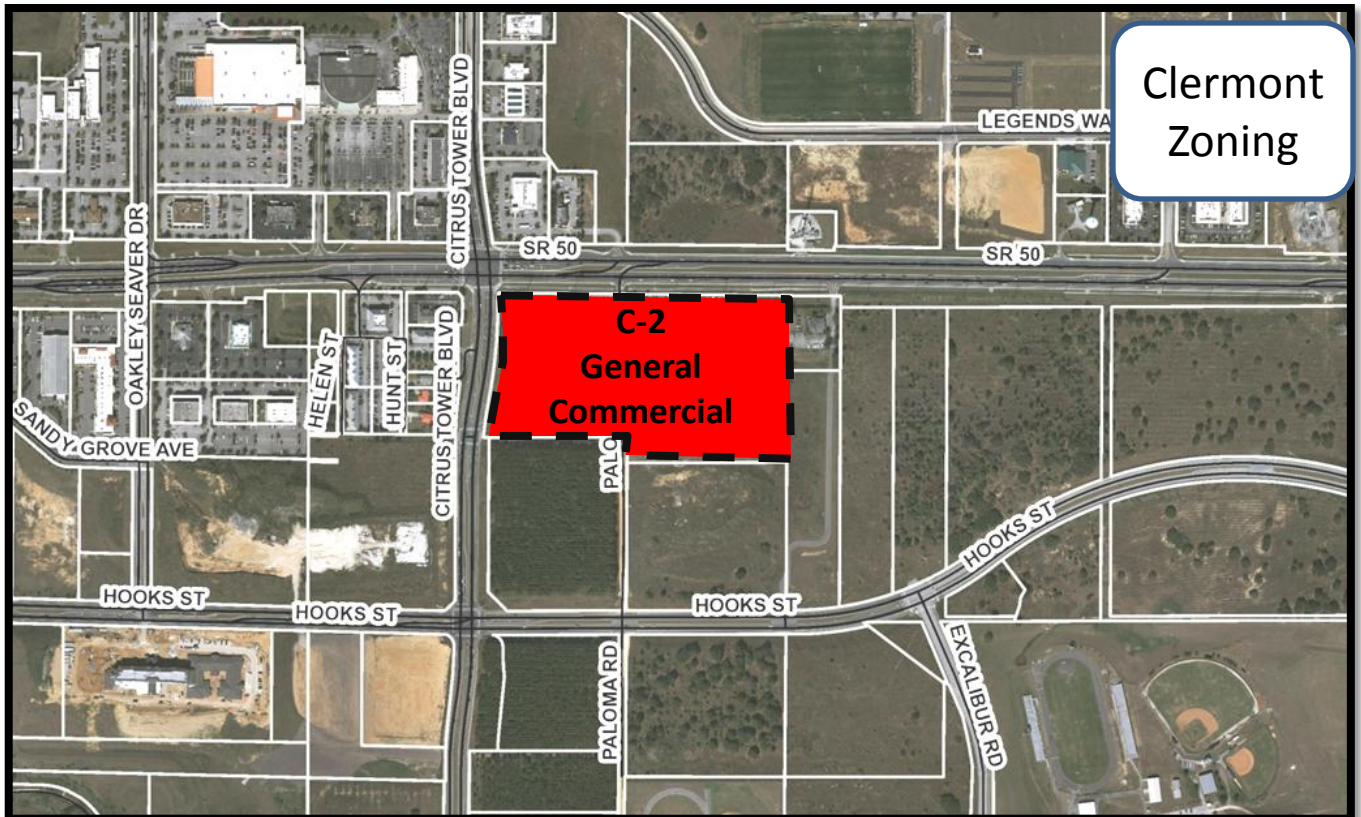
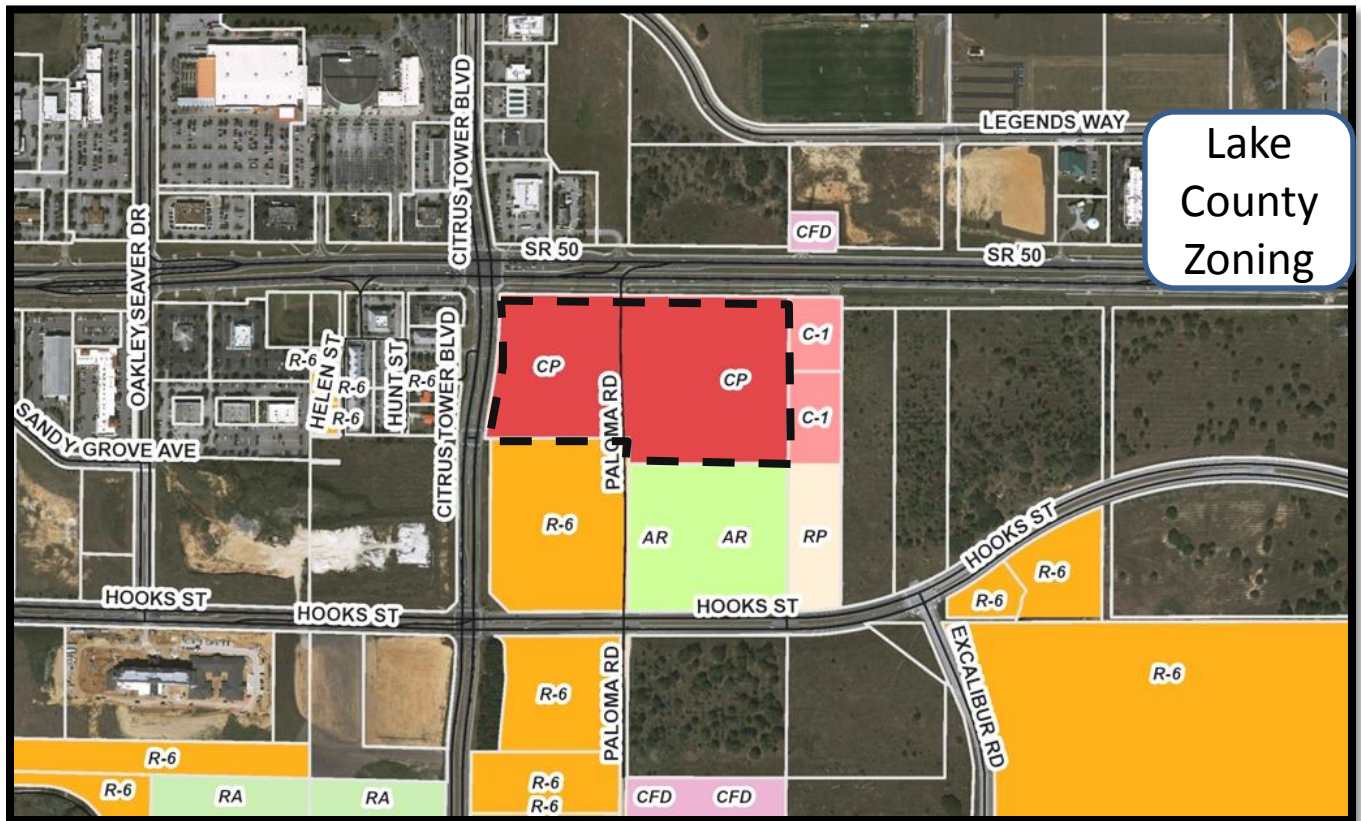


Exhibit – Zoning
Don Mealey Chevrolet



3/7/03

WATER & WASTEWATER SERVICE AGREEMENT

This document constitutes an agreement between the CITY of Clermont, hereby referred to as CITY, a municipality of the State of Florida, and Bill Seidle's Chevrolet-Oldsmobile, Inc. and its successors or assigns, hereby referred to as OWNER.

WITNESSETH

Whereas, OWNER is requesting water and sewer service to site, 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 to meet 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 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 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.
- 1.9 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. The CITY shall review and either approve or reject the costs.
- 1.10 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.11 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 1.9 from the CITY in the form of Impact Fee Credits.
- 1.12 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.
- 1.13 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but should be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

Section 2. DEVELOPMENT STANDARDS

The project shall be developed according to the CITY Land Development Regulations ~~unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement. with the exception of the dealership expansion that is currently undergoing review with Lake County.~~

Section 3. ANNEXATION

- 3.1 Owner agrees that CITY may annex the Property into the City of Clermont if CITY chooses to do so. All land transfers will contain a deed restriction or covenant noting the existence of this requirement to annex, such restriction to be recorded as a covenant to run with the land.

- 3.2 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 4. 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 5. 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

Robert Seidle – Owner/Dealer
Bill Seidle's Chevrolet-Oldsmobile, Inc.
P.O. Box 121046
Clermont, FL 34712-1046

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 Mayor and OWNER through Robert Seidle, Owner of Bill Seidle's Chevrolet-Oldsmobile, Inc.

DATED this 21 day of May, 2003.

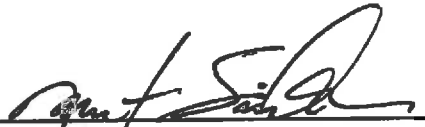
CITY OF CLERMONT

ATTEST:


Harold S. Turville, Jr., Mayor


Joseph E. Van Zile, City Clerk

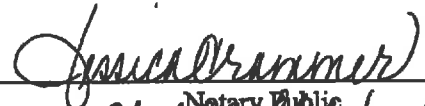
OWNER


Robert Seidle, Owner

**STATE OF FLORIDA
COUNTY OF LAKE**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Robert Seidle, Owner/Dealer of Bill Seidle's Chevrolet-Oldsmobile, Inc., 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 7 day of March, 2003.



Notary Public
Jessica Grammer
My Commission CC85544
Expires July 15, 2003

**Agreement for Water & Sewer Service
Bill Seidle's Chevrolet-Oldsmobile, Inc.**

ATTACHMENT "A"

Legal Description:

09-22-26

Lake Highlands 28-22-26 Tracts 23, 24 – Less S 107 Ft. –
ORB 537 PG 352

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 April 28, 2015 at 6:00 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2015-20

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:

Don Mealey Chevrolet
(Alternate Key 1648254)
14138 STATE ROAD 50
South of S.R. 50 and east of Citrus Tower Blvd

LEGAL DESCRIPTION

09-22-26; Lake Highlands 28-22-26 Tracts 23, 24 – Less south 107 feet; ORB 537 PG 352, Public Records of Lake County, Florida.

Containing 16.74 acres, more or less

See Map Below

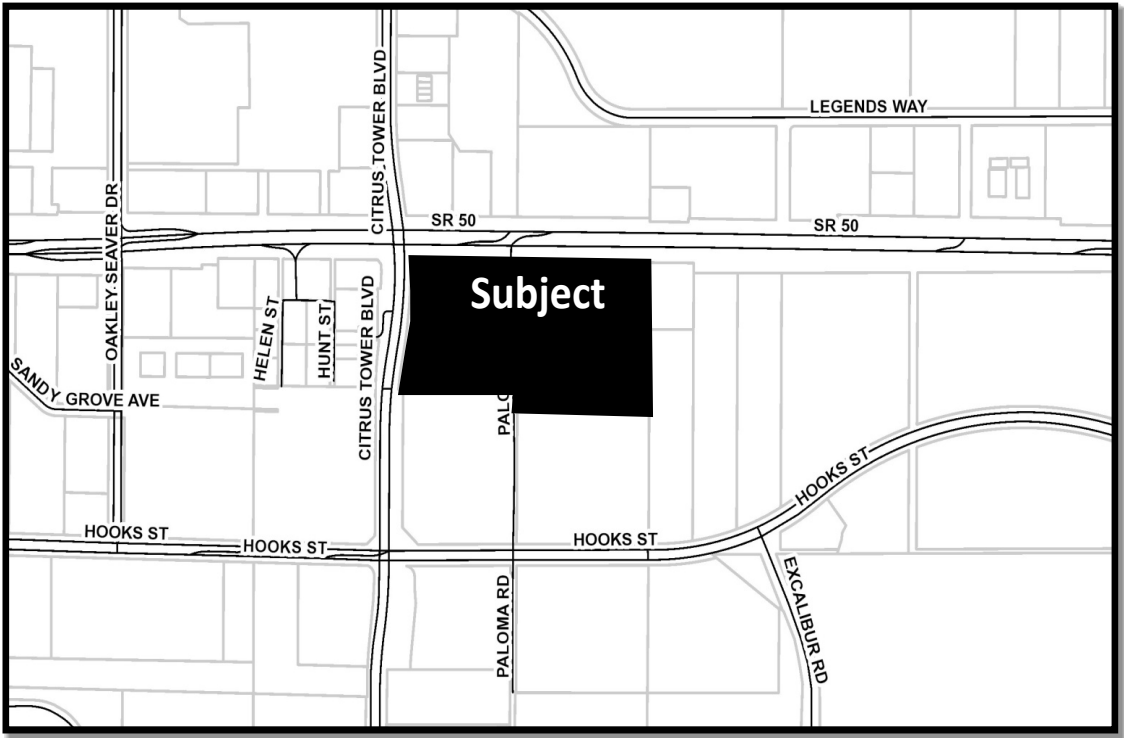
This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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
April 7, 2015 and April 14, 2015

Location Map:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 14, 2015		
Agenda Item Name		
Ordinance No. 2015-21; <i>Introduction</i> Don Mealey Chevrolet		
Requested Action		
Move to introduce Ordinance 2015-21 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 agreement with the City was executed on May 27, 2003. The property is improved and is receiving water and sewer services from the City of Clermont. The property, approximately 16.74 acres, has been developed as an auto dealership, Don Mealey Chevrolet. 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 June. 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)		
1. Ordinance	CPA ORD 2015-21.doc	
2. Maps	Don Mealey Maps.pdf	
3. Utility Agreement	Bill Seidle Utility Agreement.pdf	
4. Legal ad	CPA Ad Don Mealey.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-21

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

09-22-26; Lake Highlands 28-22-26 Tracts 23, 24 – Less south 107 feet; ORB 537 PG 352, Public Records of Lake County, Florida.

Containing 16.74 acres, more or less

(Alternate Key 1648254) 14138 State Road 50; Don Mealey Chevrolet

CITY OF CLERMONT
ORDINANCE No. 2015-21

**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.

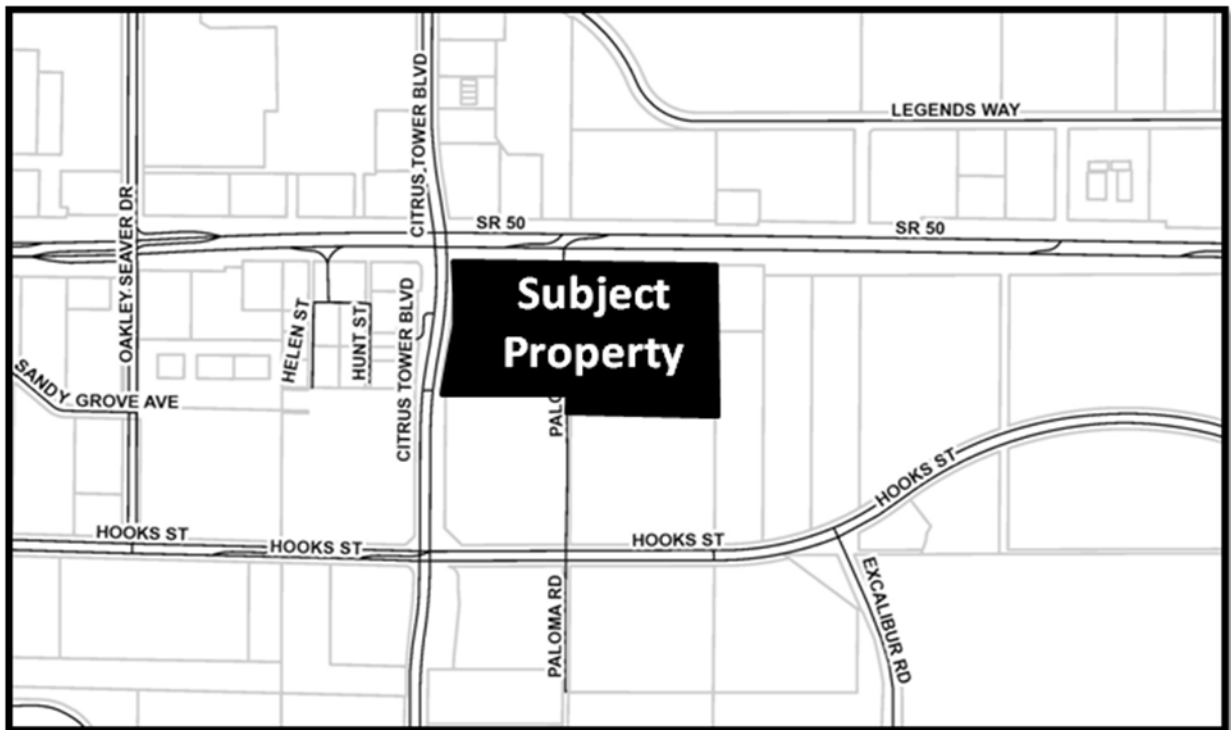
Section 3.

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.

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-21

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 23rd day of June, 2015.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map Don Mealey Chevrolet

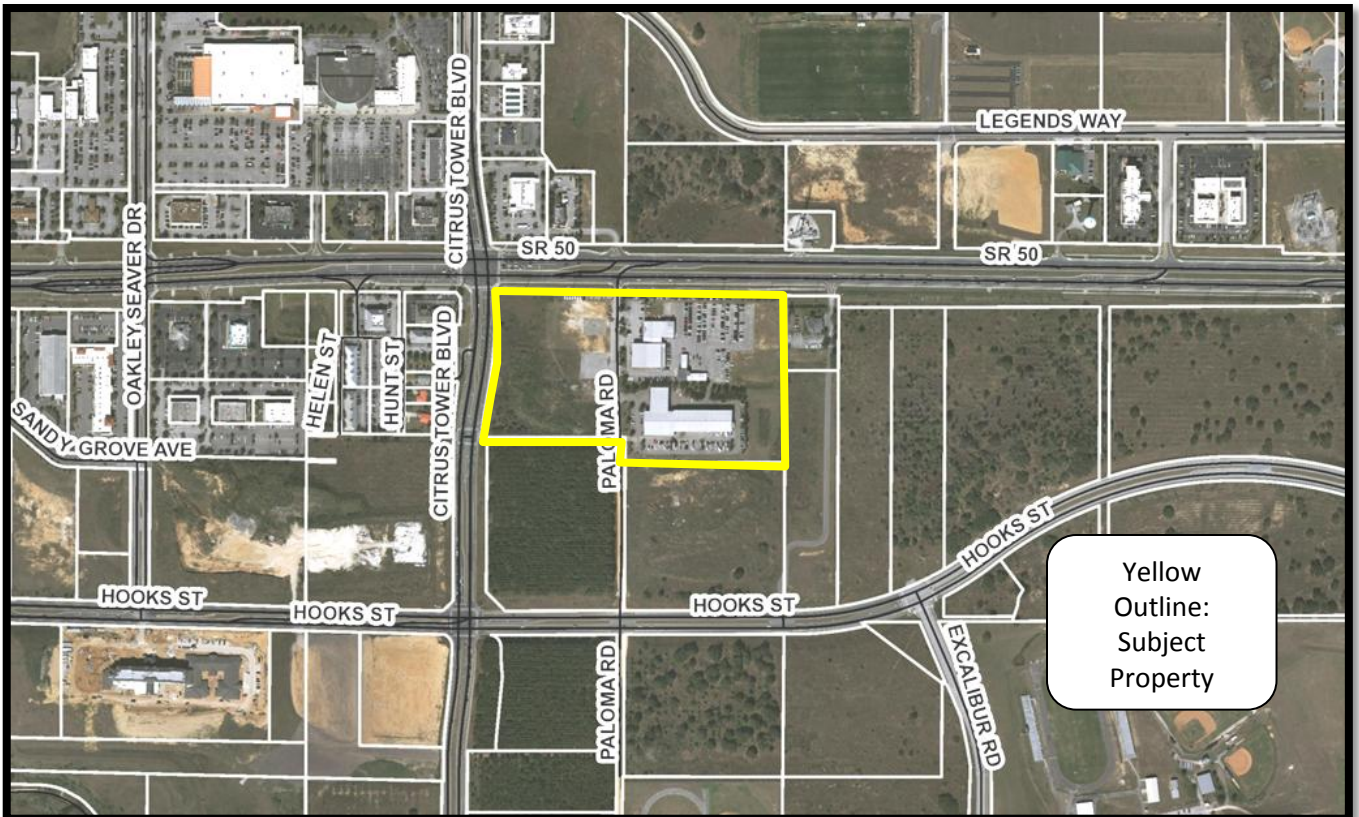
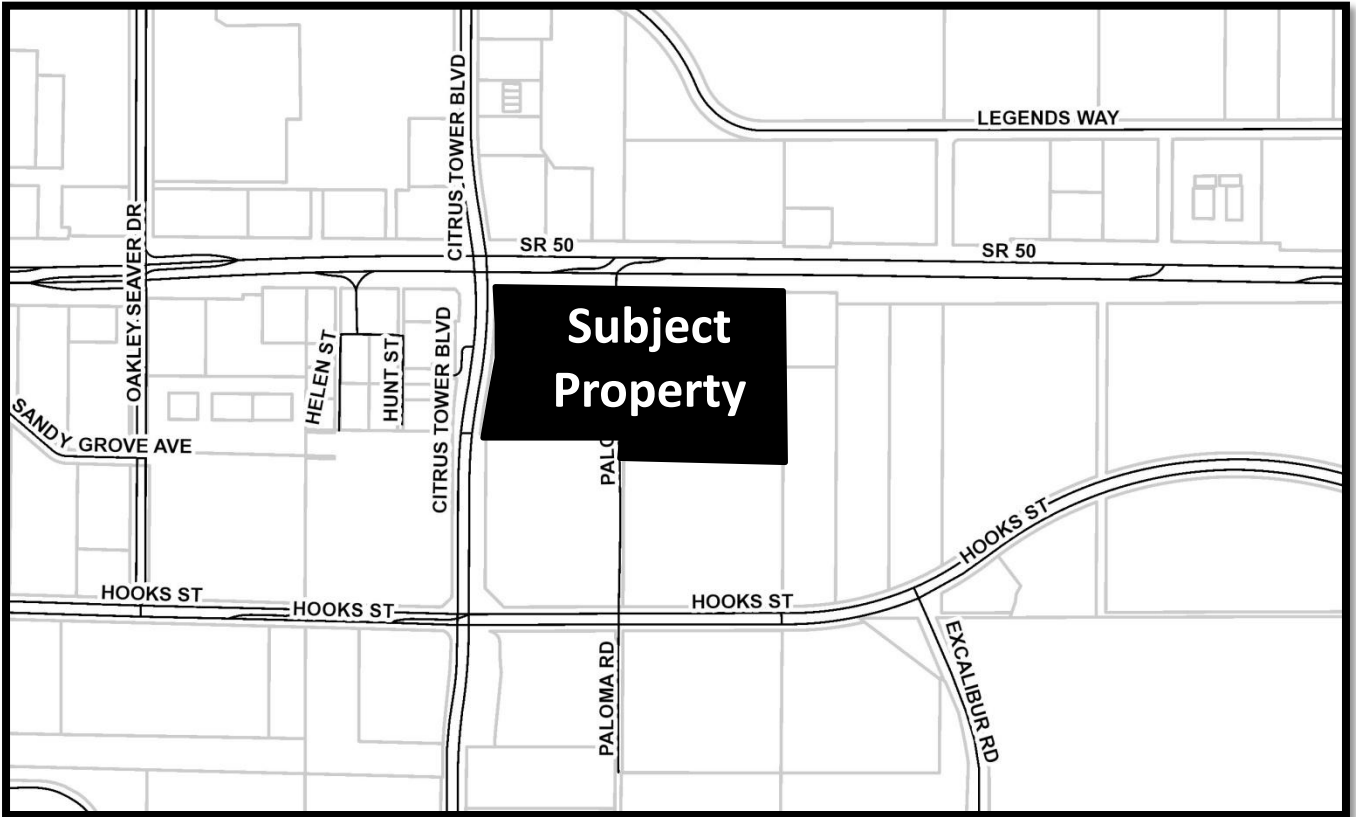


Exhibit – Future Land Use
Don Mealey Chevrolet

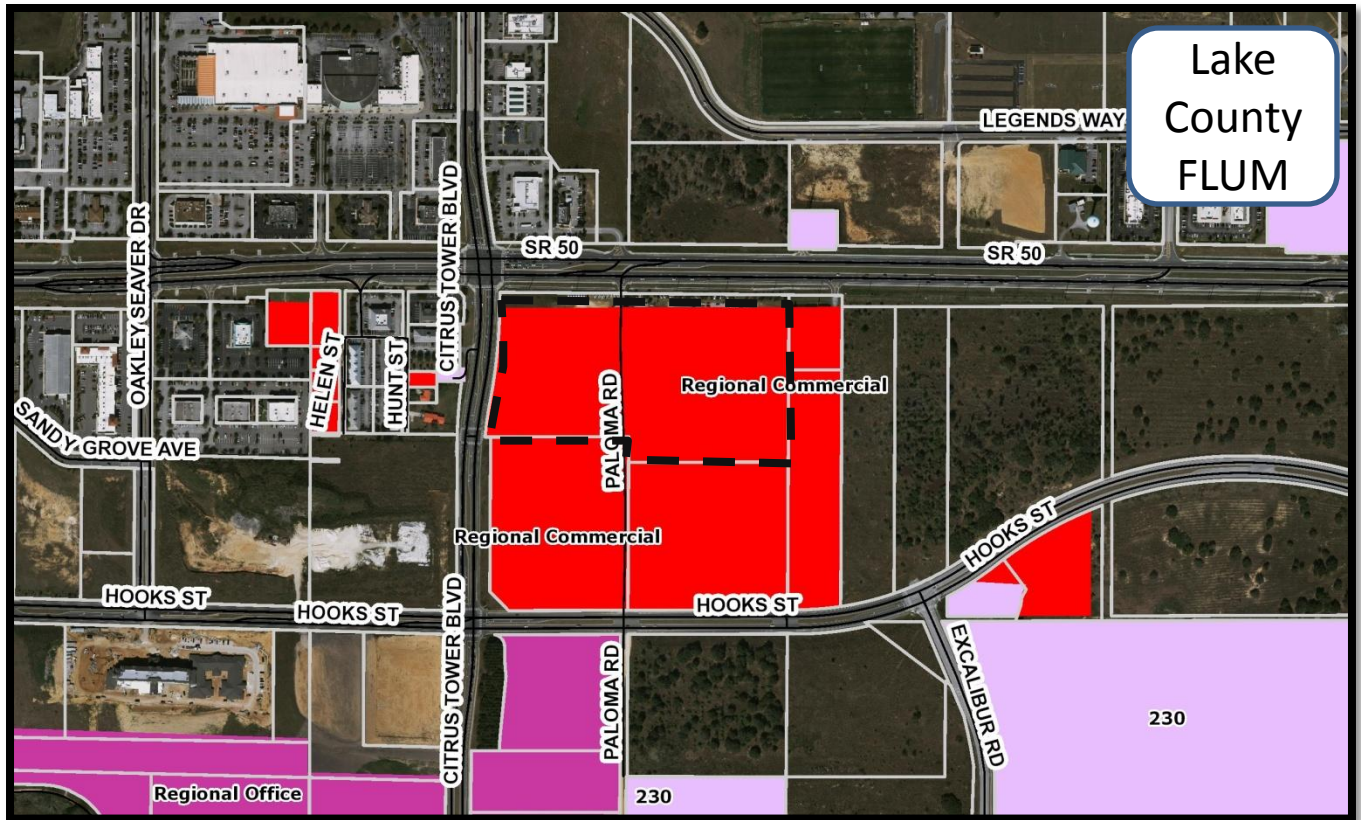
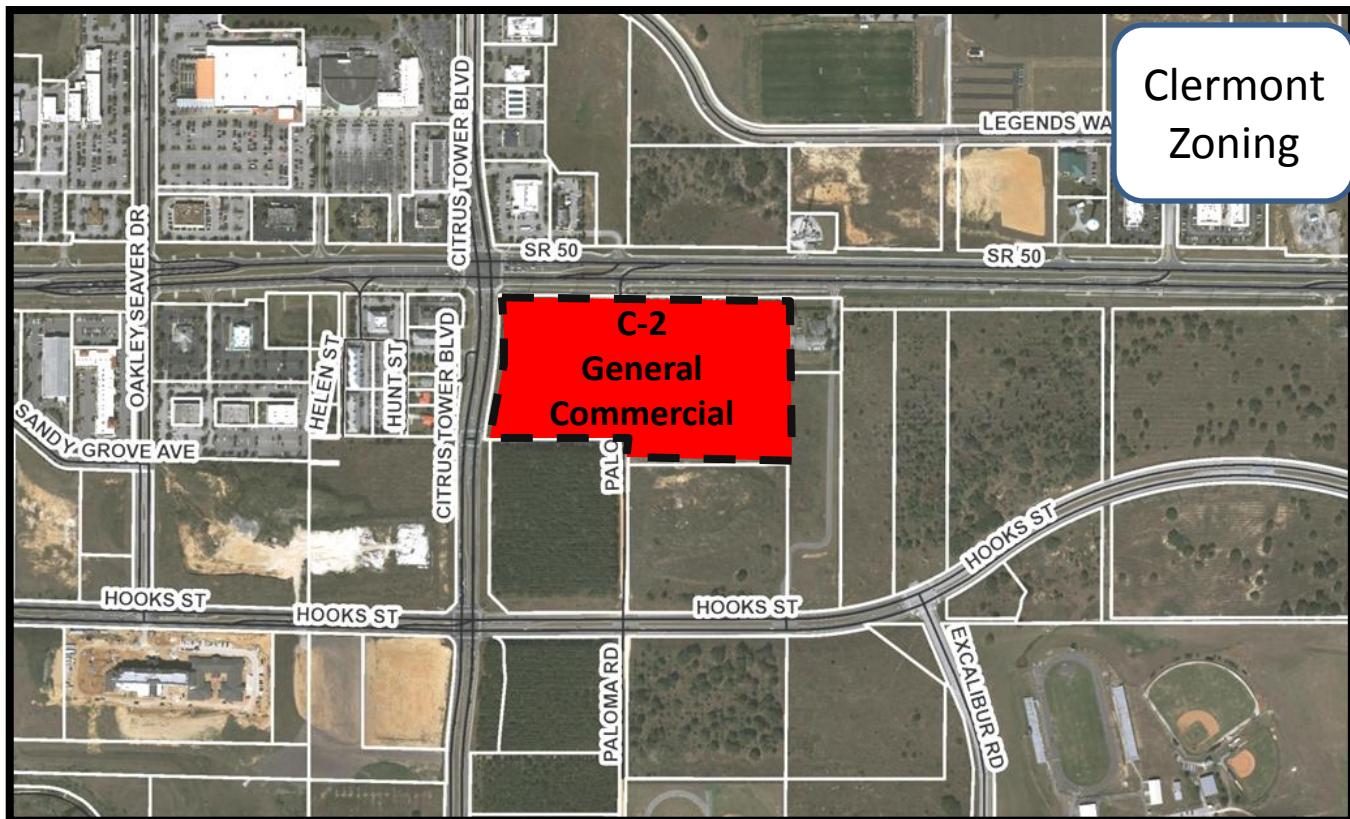
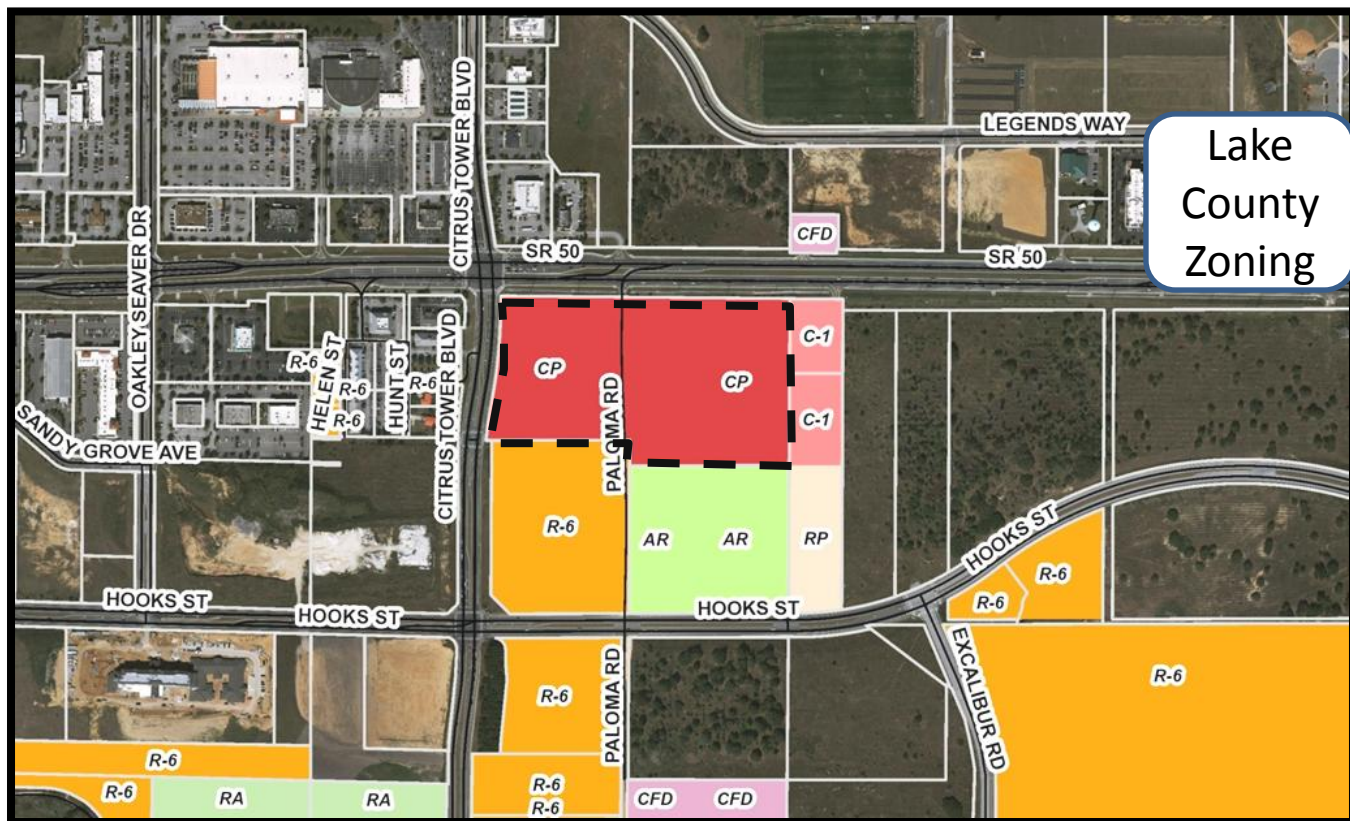


Exhibit – Zoning
Don Mealey Chevrolet



5/7/03

WATER & WASTEWATER SERVICE AGREEMENT

This document constitutes an agreement between the CITY of Clermont, hereby referred to as CITY, a municipality of the State of Florida, and Bill Seidle's Chevrolet-Oldsmobile, Inc. and its successors or assigns, hereby referred to as OWNER.

WITNESSETH

Whereas, OWNER is requesting water and sewer service to site, 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 to meet 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 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 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.
- 1.9 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. The CITY shall review and either approve or reject the costs.
- 1.10 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.11 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 1.9 from the CITY in the form of Impact Fee Credits.
- 1.12 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.
- 1.13 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but should be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

Section 2. DEVELOPMENT STANDARDS

The project shall be developed according to the CITY Land Development Regulations ~~unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement. with the exception of the dealership expansion that is currently undergoing review with Lake County.~~

Section 3. ANNEXATION

- 3.1 Owner agrees that CITY may annex the Property into the City of Clermont if CITY chooses to do so. All land transfers will contain a deed restriction or covenant noting the existence of this requirement to annex, such restriction to be recorded as a covenant to run with the land.

- 3.2 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 4. 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 5. 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

Robert Seidle – Owner/Dealer
Bill Seidle's Chevrolet-Oldsmobile, Inc.
P.O. Box 121046
Clermont, FL 34712-1046

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 Mayor and OWNER through Robert Seidle, Owner of Bill Seidle's Chevrolet-Oldsmobile, Inc.

DATED this 21 day of May, 2003.

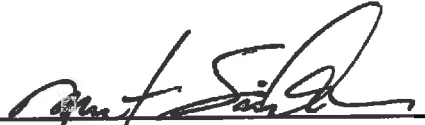
CITY OF CLERMONT

ATTEST:


Harold S. Turville, Jr., Mayor


Joseph E. Van Zile, City Clerk

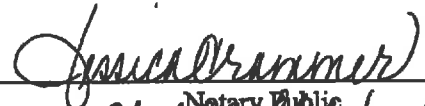
OWNER


Robert Seidle, Owner

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Robert Seidle, Owner/Dealer of Bill Seidle's Chevrolet-Oldsmobile, Inc., 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 7 day of March, 2003.



Notary Public
Jessica Grammer
My Commission CC85544
Expires July 15, 2003

**Agreement for Water & Sewer Service
Bill Seidle's Chevrolet-Oldsmobile, Inc.**

ATTACHMENT "A"

Legal Description:

09-22-26

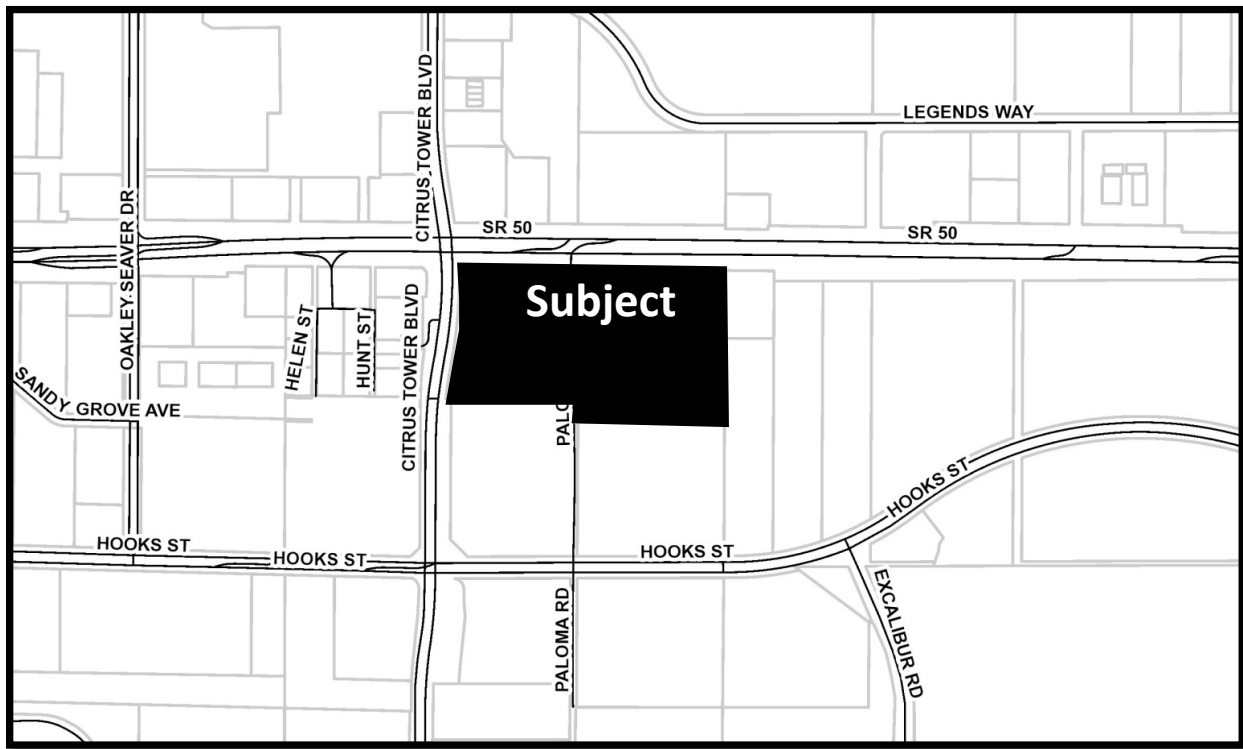
Lake Highlands 28-22-26 Tracts 23, 24 – Less S 107 Ft. –
ORB 537 PG 352

CITY OF CLERMONT

NOTICE OF PROPOSED AMENDMENT TO COMPREHENSIVE PLAN ORDINANCE NO. 2015-21

The City of Clermont will hold public hearings Tuesday, April 7, 2015 at 6:30 p.m. before the Planning and Zoning Commission and Tuesday, April 14, 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, June 23, 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: South of S.R. 50, East of Citrus Tower Blvd,
Don Mealey Chevrolet, 16 +/- acres
14138 SR 50
Alternate Key 1648254***

Ordinance #2015-21:

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.

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
March 24, 2015 and June 9, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date														
Tuesday, April 14, 2015														
Agenda Item Name														
Ordinance No. 2015-22; <i>Introduction</i> Don Mealey Chevrolet														
Requested Action														
Move to introduce Ordinance 2015-22.														
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 agreement with the City was executed on May 27, 2003. The property is improved and is receiving water and sewer services from the City. The property, approximately 16.74 acres, has been developed as an auto dealership, Don Mealey Chevrolet. 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)														
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CITY OF CLERMONT
ORDINANCE No. 2015-22

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

09-22-26; Lake Highlands 28-22-26 Tracts 23, 24 – Less south 107 feet; ORB 537 PG 352, Public Records of Lake County, Florida.

Containing 16.74 acres, more or less

(Alternate Key 1648254) 14138 State Road 50; Don Mealey Chevrolet

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

SECTION 2:

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

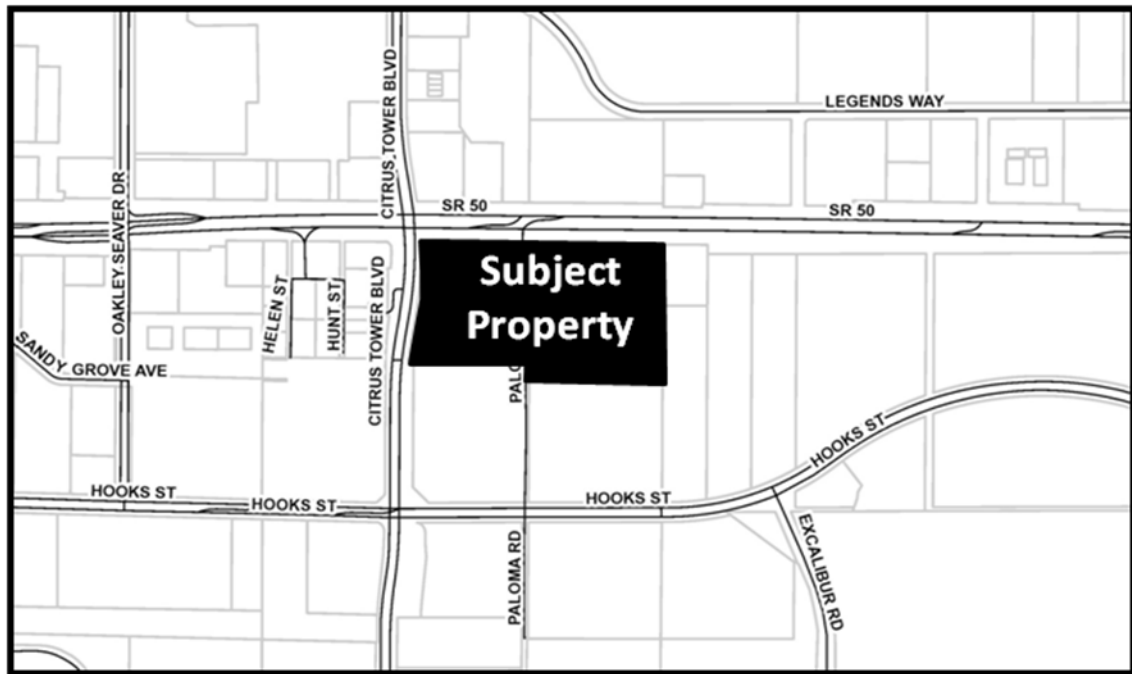
SECTION 3:

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.

CITY OF CLERMONT
ORDINANCE No. 2015-22



CITY OF CLERMONT
ORDINANCE No. 2015-22

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map Don Mealey Chevrolet

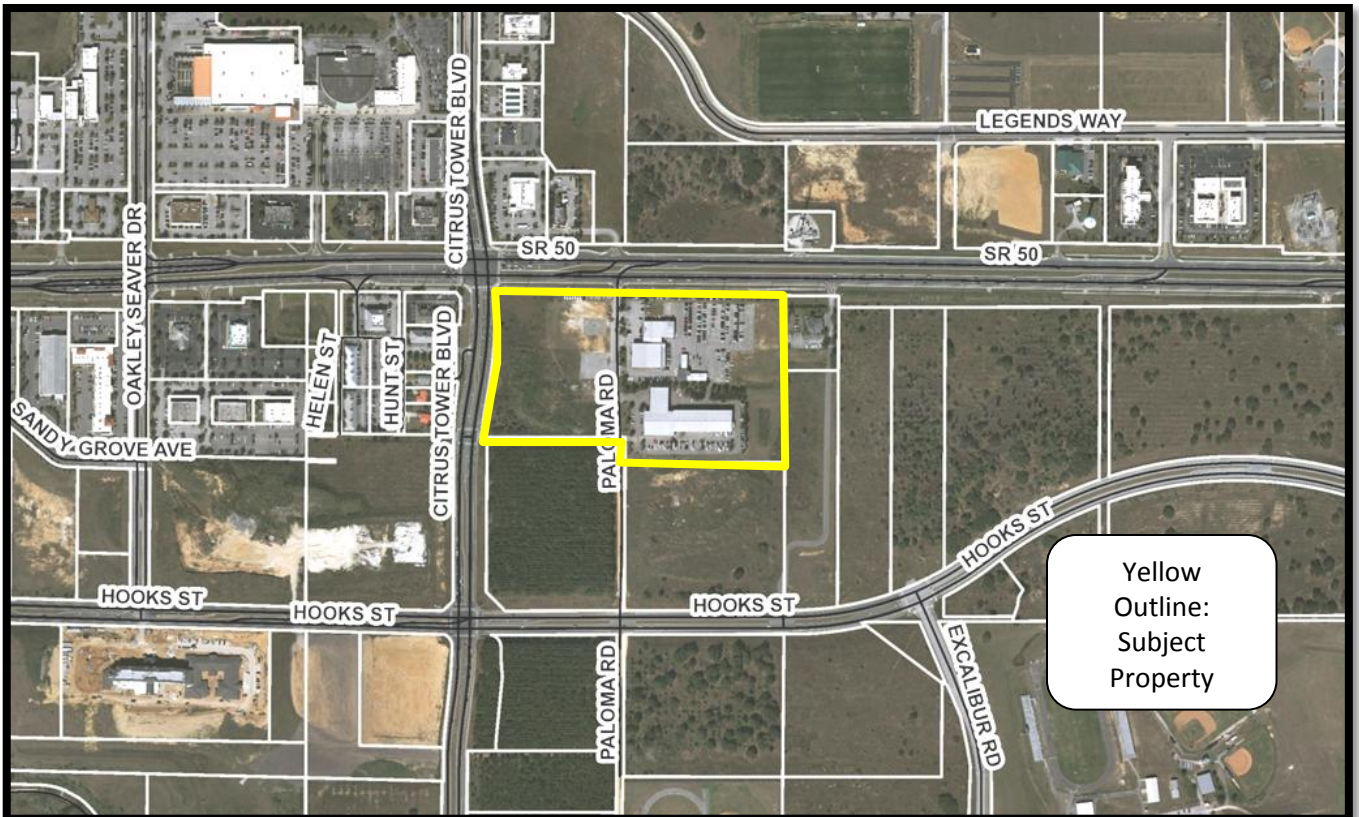
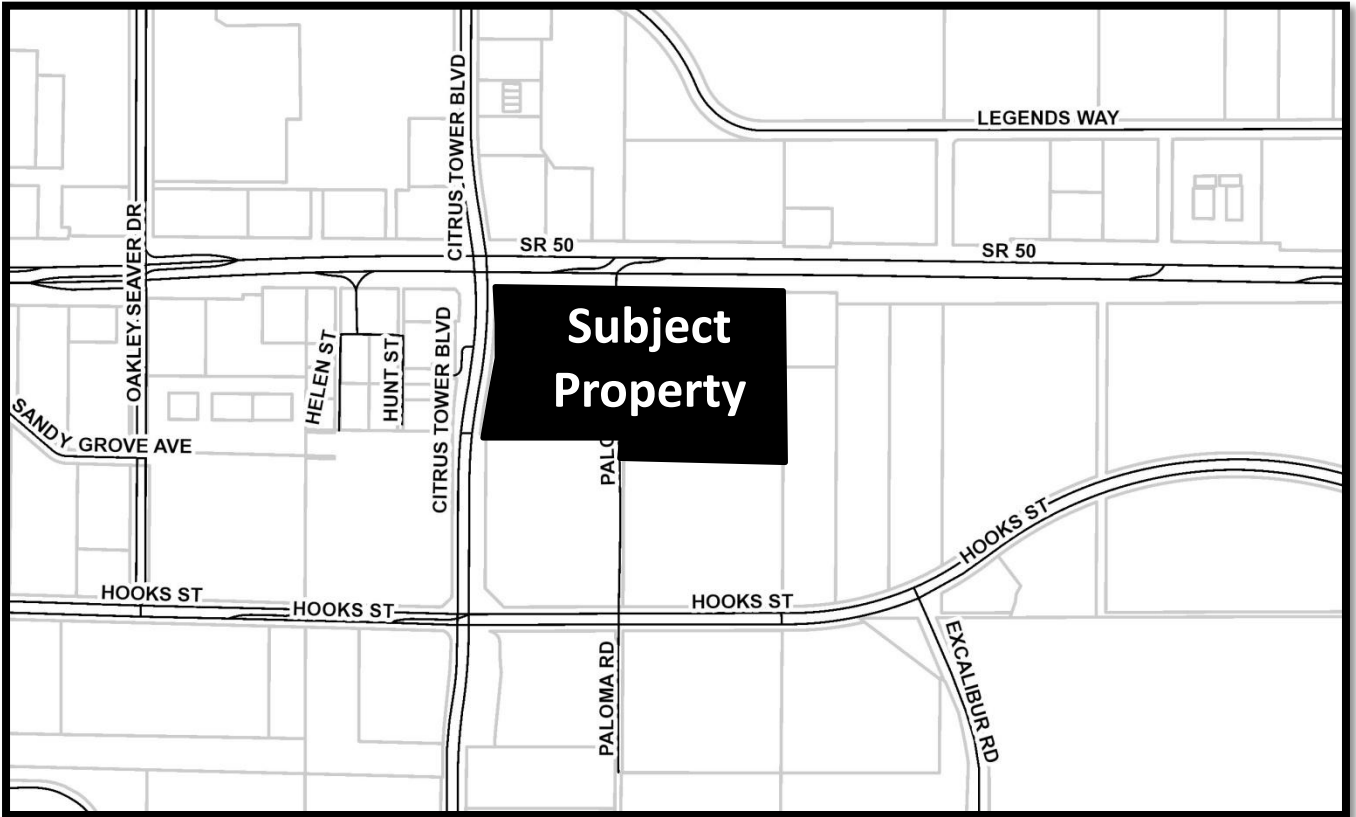


Exhibit – Future Land Use Don Mealey Chevrolet

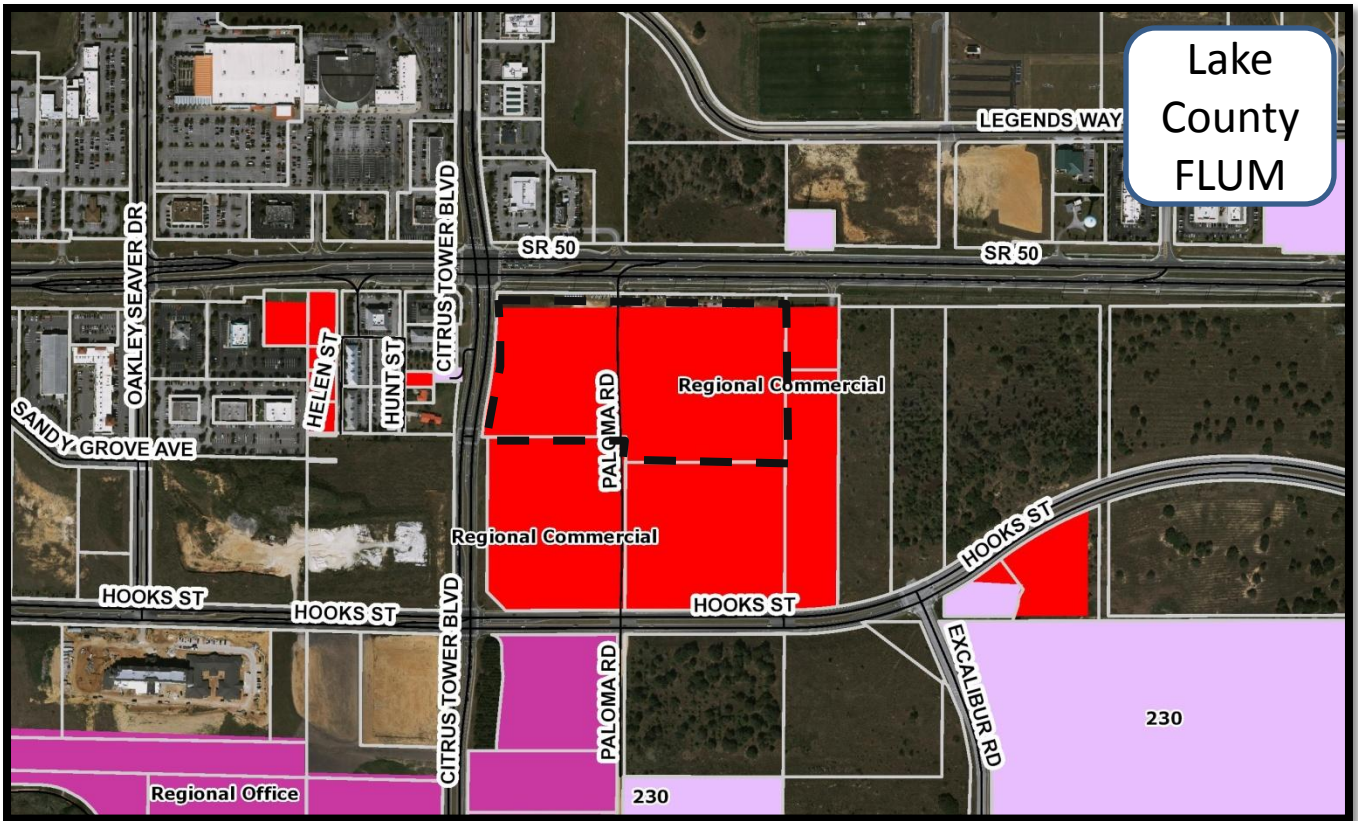
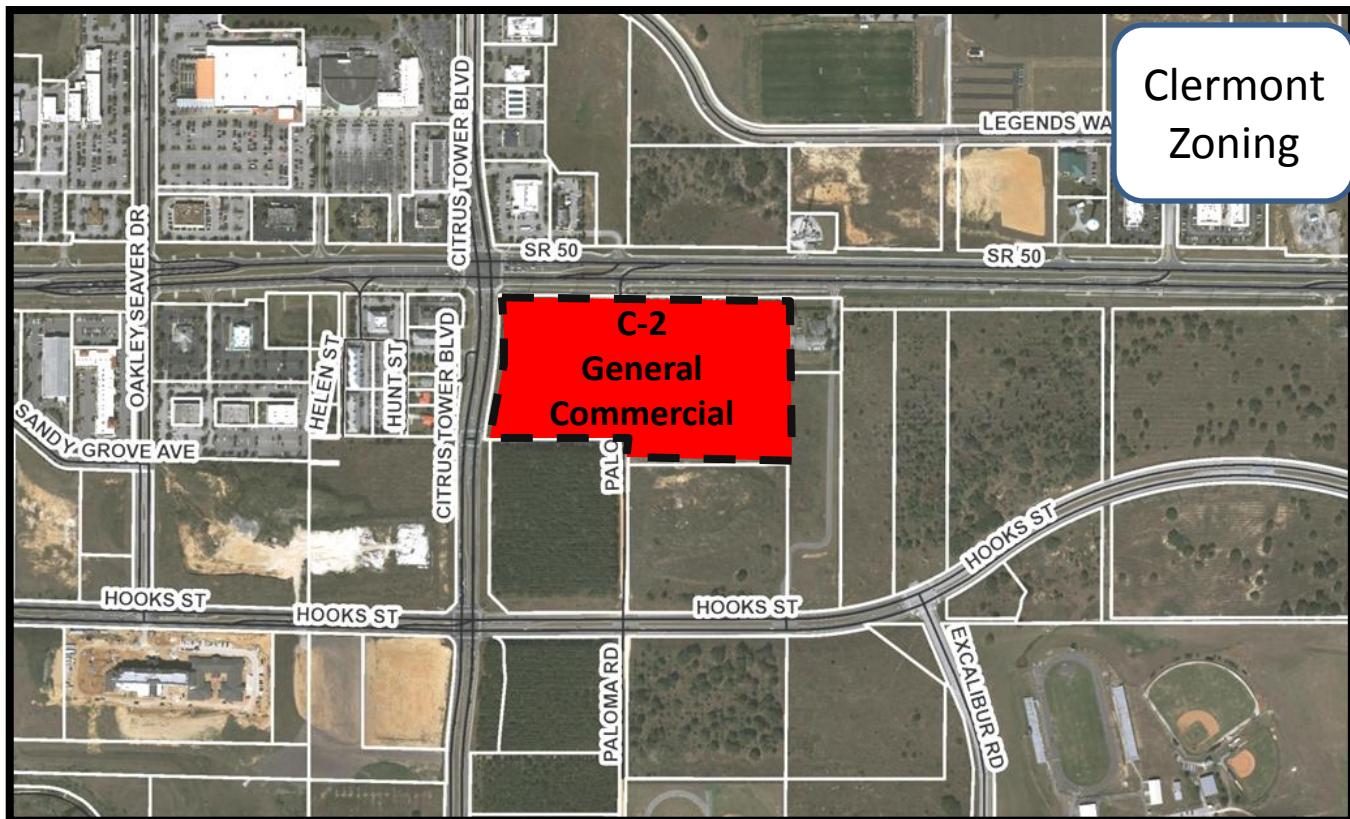
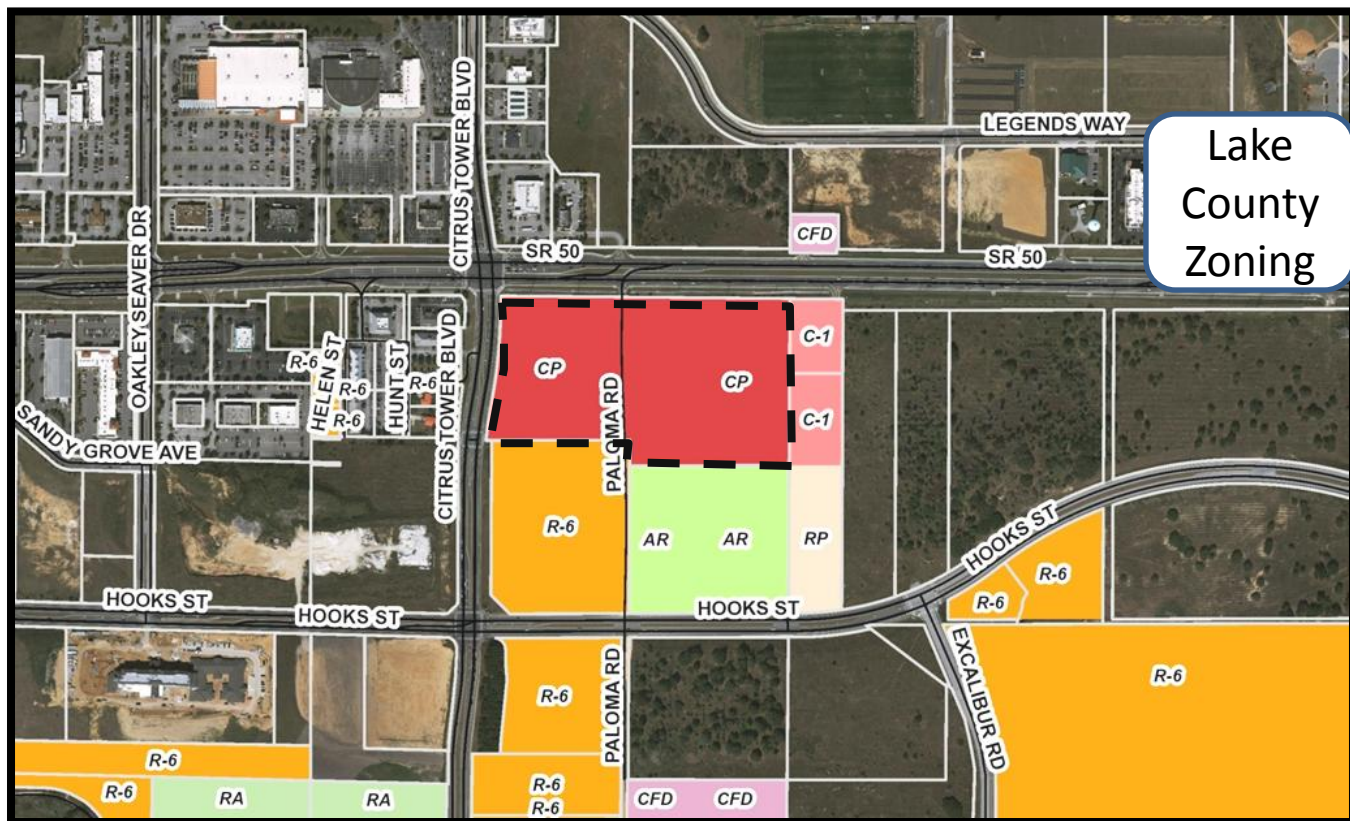


Exhibit – Zoning
Don Mealey Chevrolet



3/7/03

WATER & WASTEWATER SERVICE AGREEMENT

This document constitutes an agreement between the CITY of Clermont, hereby referred to as CITY, a municipality of the State of Florida, and Bill Seidle's Chevrolet-Oldsmobile, Inc. and its successors or assigns, hereby referred to as OWNER.

WITNESSETH

Whereas, OWNER is requesting water and sewer service to site, 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 to meet 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 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 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.
- 1.9 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. The CITY shall review and either approve or reject the costs.
- 1.10 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.11 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 1.9 from the CITY in the form of Impact Fee Credits.
- 1.12 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.
- 1.13 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but should be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

Section 2. DEVELOPMENT STANDARDS

The project shall be developed according to the CITY Land Development Regulations ~~unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.~~ with the exception of the dealership expansion that is currently undergoing review with Lake County.

Section 3. ANNEXATION

- 3.1 Owner agrees that CITY may annex the Property into the City of Clermont if CITY chooses to do so. All land transfers will contain a deed restriction or covenant noting the existence of this requirement to annex, such restriction to be recorded as a covenant to run with the land.

- 3.2 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 4. 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 5. 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

Robert Seidle – Owner/Dealer
Bill Seidle's Chevrolet-Oldsmobile, Inc.
P.O. Box 121046
Clermont, FL 34712-1046

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 Mayor and OWNER through Robert Seidle, Owner of Bill Seidle's Chevrolet-Oldsmobile, Inc.

DATED this 21 day of May, 2003.

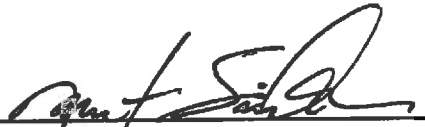
CITY OF CLERMONT

ATTEST:


Harold S. Turville, Jr., Mayor


Joseph E. Van Zile, City Clerk

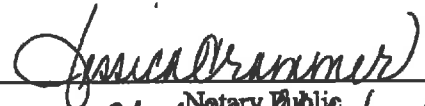
OWNER


Robert Seidle, Owner

**STATE OF FLORIDA
COUNTY OF LAKE**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Robert Seidle, Owner/Dealer of Bill Seidle's Chevrolet-Oldsmobile, Inc., 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 7 day of March, 2003.



Notary Public
Jessica Grammer
My Commission CC85544
Expires July 15, 2003

**Agreement for Water & Sewer Service
Bill Seidle's Chevrolet-Oldsmobile, Inc.**

ATTACHMENT "A"

Legal Description:

09-22-26

Lake Highlands 28-22-26 Tracts 23, 24 – Less S 107 Ft. –
ORB 537 PG 352

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. 2015-22

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 1648254) South of S.R. 50, east of Citrus Tower Blvd,
14138 SR 50 (Don Mealey Chevrolet)

LEGAL DESCRIPTION

09-22-26; Lake Highlands 28-22-26 Tracts 23, 24 – Less south 107 feet; ORB 537 PG 352, Public Records of Lake County, Florida.

Containing 16.74 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, April 7, 2015 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, April 28, 2015 at 6:00 p.m. for final enactment.

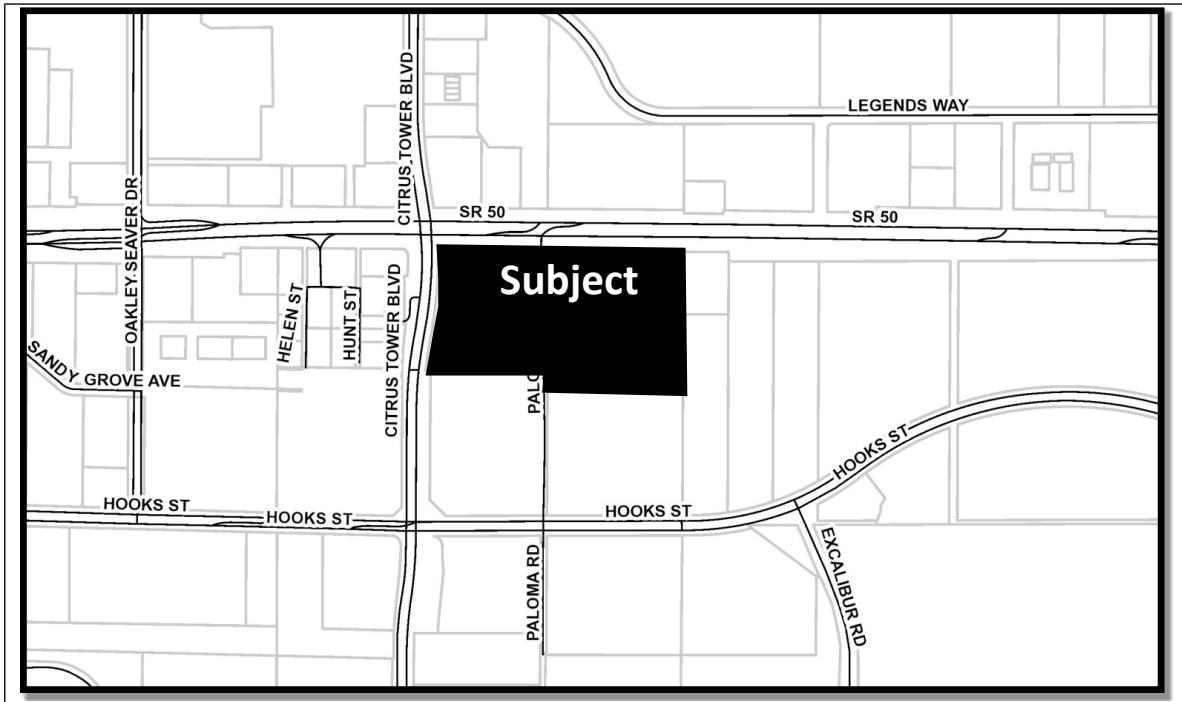
All meetings will be held at City Hall, located at 685 W. Montrose Street.

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

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
March 31, 2015 and April 14, 2015





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date														
Tuesday, April 14, 2015														
Agenda Item Name														
Ordinance No. 2015-23; <i>Introduction</i> Clermont Nissan														
Requested Action														
Move to introduce Ordinance 2015-23.														
Staff Report														
This administrative request is being heard concurrently with requests for a Small 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 December 5, 2011. The property is improved and is receiving water and sewer services from the City. The property, approximately 7.7 acres, has been developed as an auto dealership, Clermont Nissan. 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)														
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CITY OF CLERMONT
ORDINANCE No. 2015-23

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 December 5, 2011; 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 from northwest corner of Section 26, run south 89-26-50 east along north line 666.86 feet to northeast corner of Tract 8, south 0-01-49 west along said east line of Tract 8 a distance of 568.30 feet to southeast corner of Tract 8, being also a point on northerly right-of-way line of ACL RR right-of-way for point of beginning, continue south 0-01-49 west along east line of said Tract 9 and its extension northerly a distance of 582.77 feet to a point on northerly right-of-way line of SR 50, north 89-23-48 west along northerly right-of-way line 128.70 feet, north 0-36-12 east 18 feet, north 89-23-48 west 400 feet, south 0-36-12 west 18 feet, north 89-23-48 west 124.26 feet to a point on west line of Tract 9, said point also being east line of a 15 foot right-of-way, north 0-05-07 east along west line of said Tract 9 and its extension

CITY OF CLERMONT
ORDINANCE No. 2015-23

northerly a distance of 467.20 feet to a point on northerly right-of-way line of ACL RR, north 80-34-55 east along northerly line of RR right-of-way a distance of 620.78 feet, thence continue northeasterly along northerly right-of-way line of RR a curve to the left, an arc distance of 40.74 feet, said curve having a radius of 1826.84 feet, a delta angle of 01-16-40 and a chord bearing and distance of north 79-56-35 east 40.74 feet to point of beginning, being Tract 9 and that part of RR right-of-way lying north of Tract 9 lying between east and west line of Tract 9 extended northerly; PB 3, PG 52, ORB 4037, PG 1355, Public Records of Lake County, Florida.

Containing 7.7 acres, more or less

(Alternate Key 1118191) 16005 State Road 50; Clermont Nissan

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. 2015-23

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-23

3

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th day of April, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map Clermont Nissan

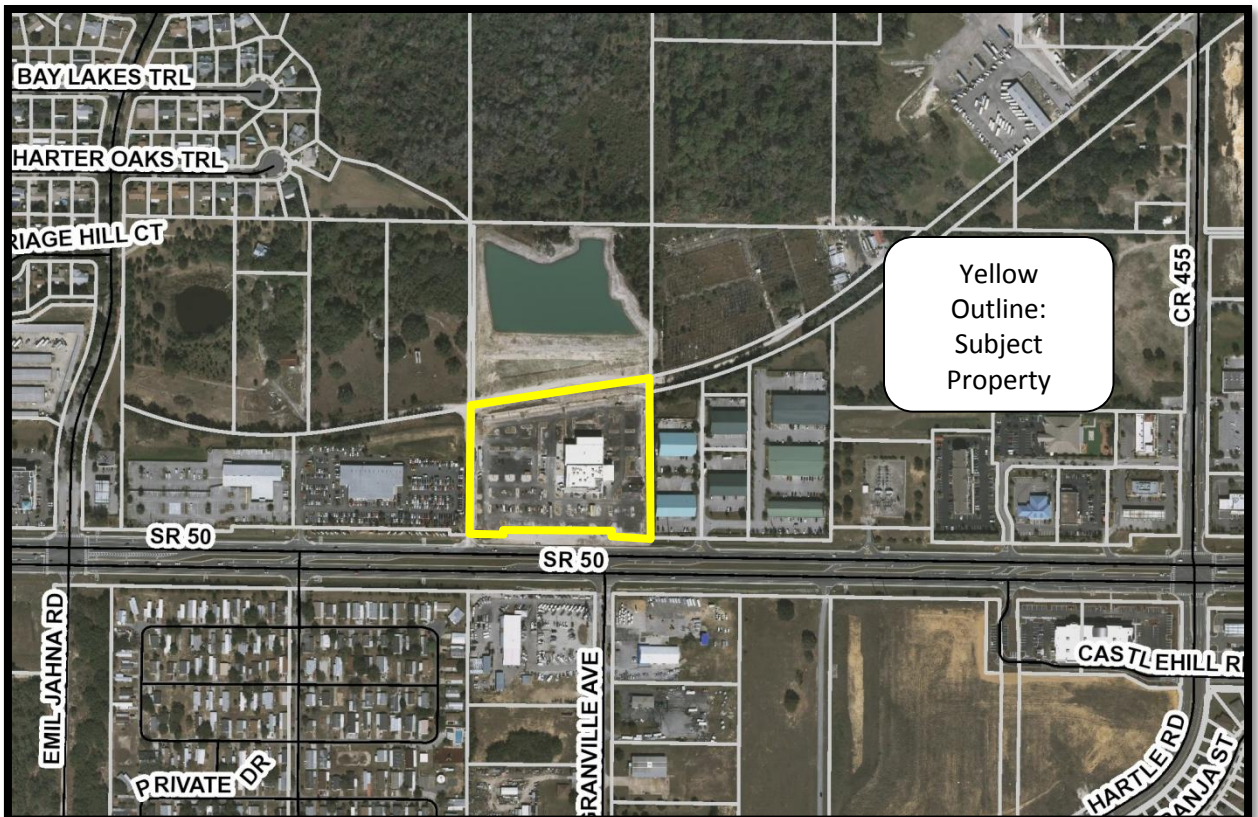
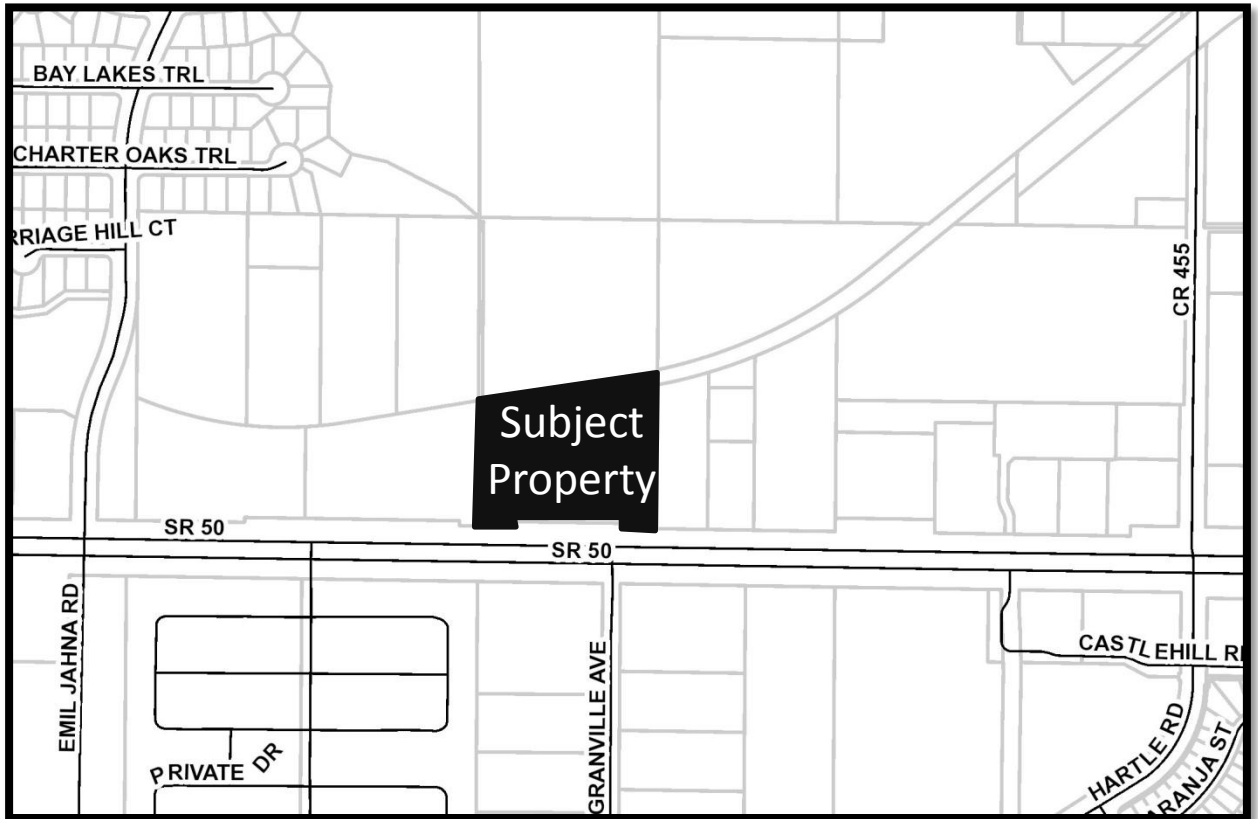


Exhibit – Future Land Use
Clermont Nissan

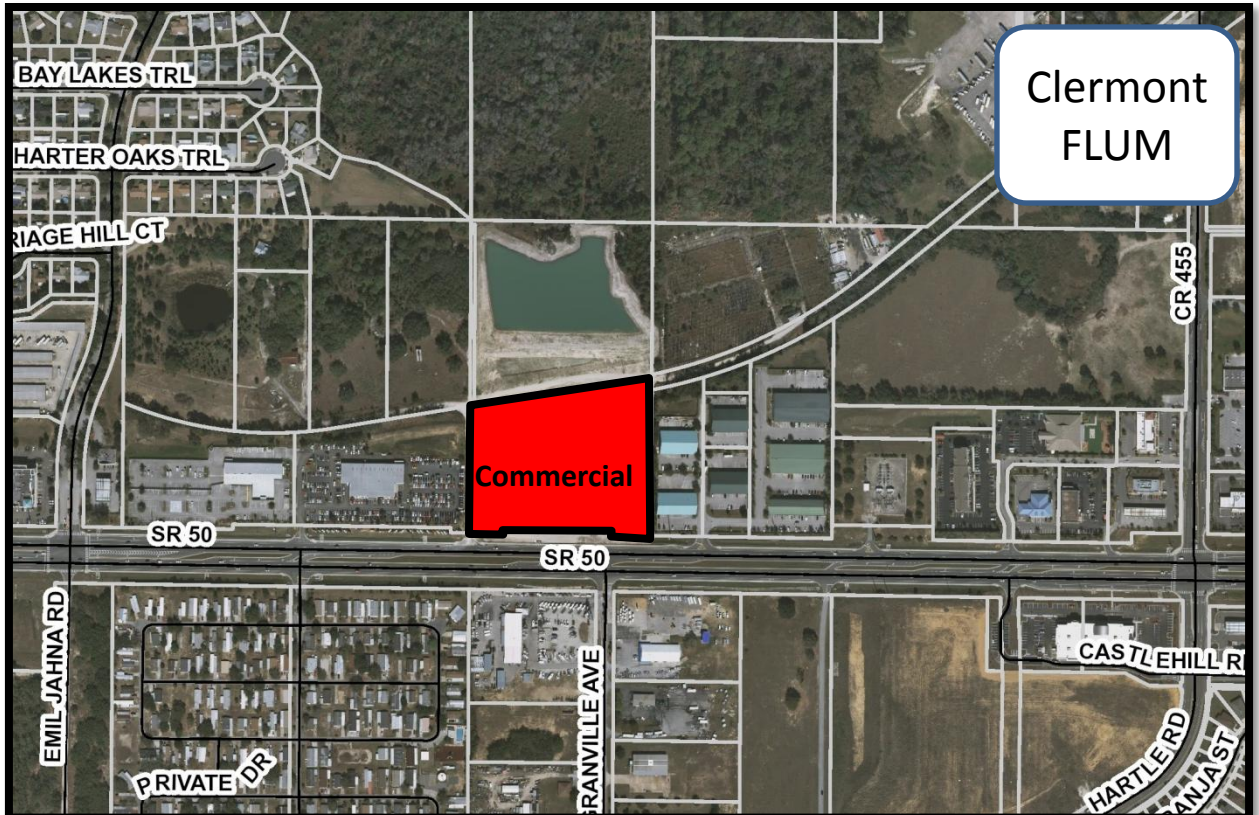
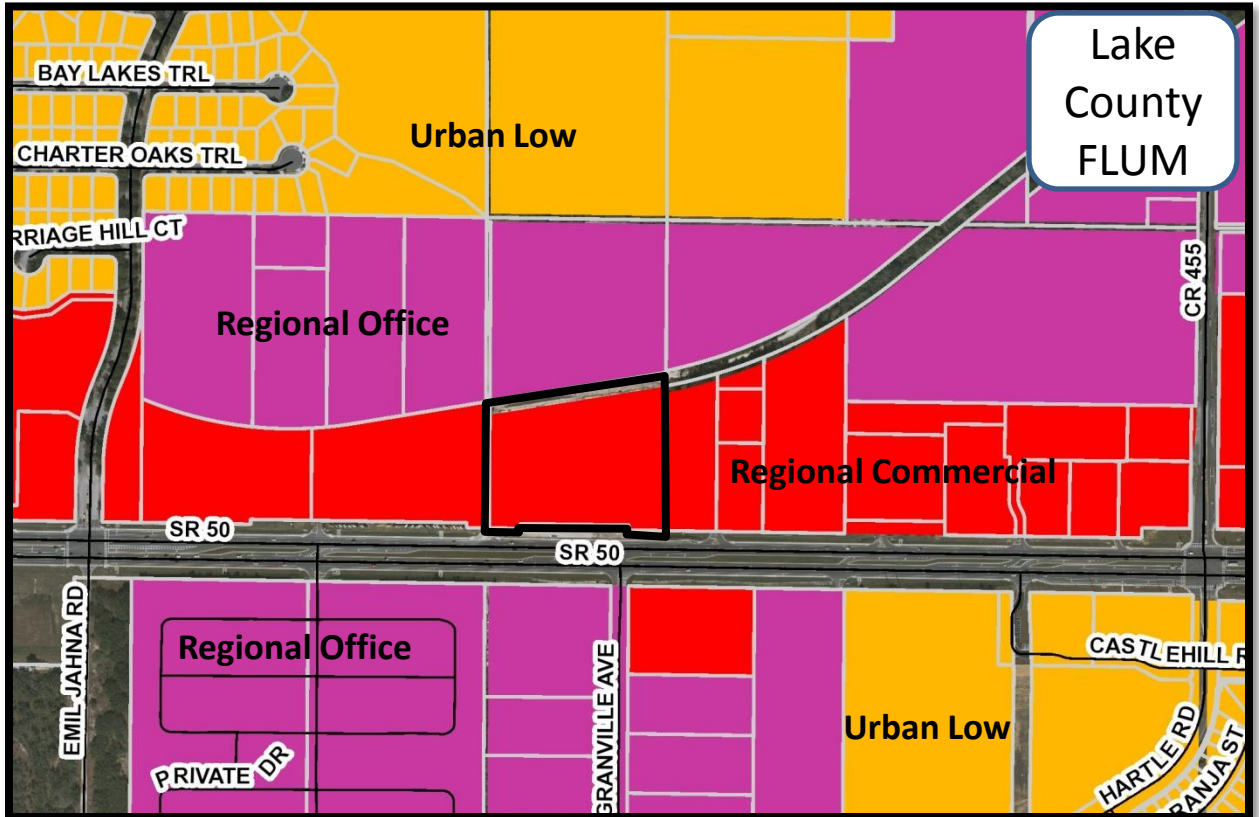
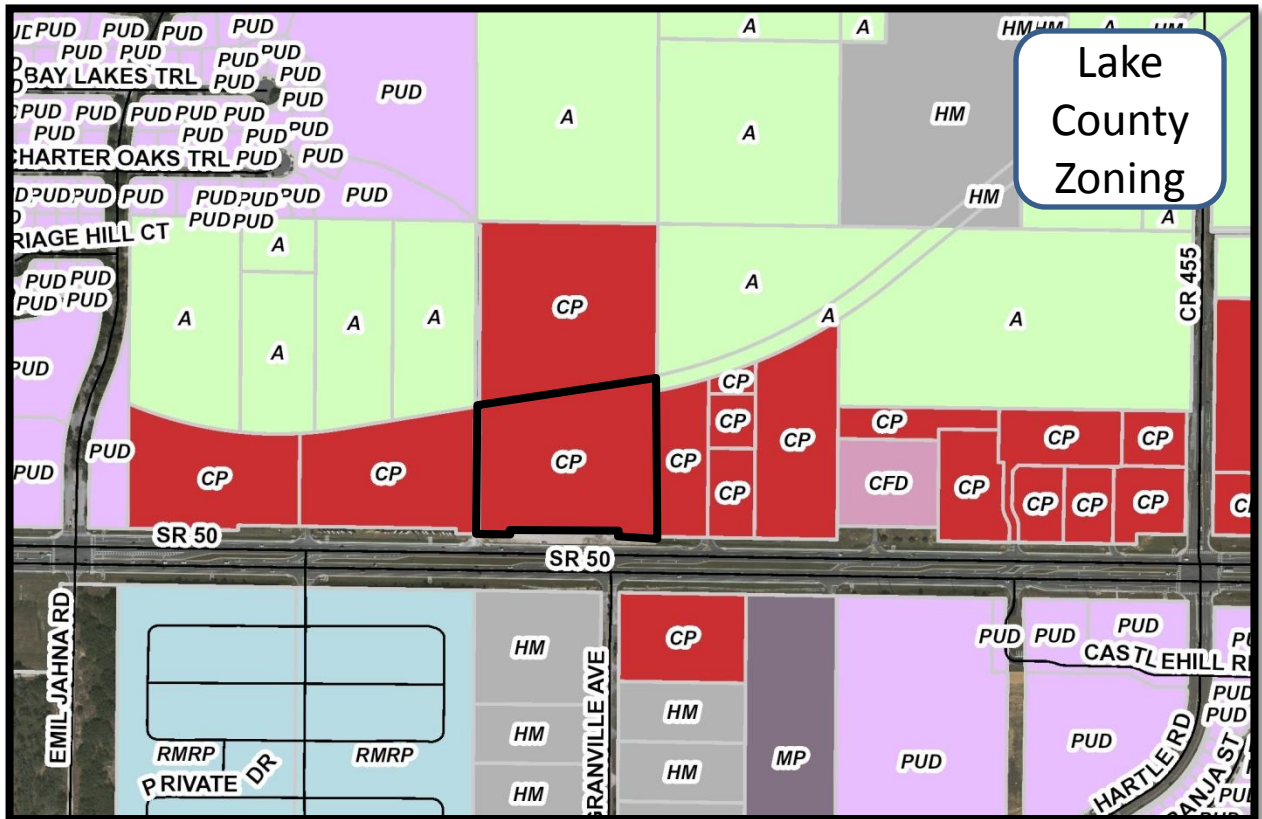


Exhibit – Zoning
Clermont Nissan



Return to:

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 Colonial Acquisitions, Inc. and any successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is requesting service for a commercial establishment Automobile Dealership for uses to include sales, display, service, repair, paint, body work, storage, etc. with up to 45,000 sq. ft., 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 or be responsible for all access to the site which may include turn lanes from S.R. 50 into the development, along the southern property boundary line.
- 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 property shall be privately owned and maintained, but shall be constructed to City standards.
- 1.11 Irrigation shall be provided by private well until such time that reuse water is available.
- 1.12 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.
- 1.13 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.
- 1.14 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.15 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 1.12 and 1.13 from the CITY in the form of Impact Fee Credits.

- 1.16 The Impact Fee Credits shall be established subject to Sections 1.12 and 1.13 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.
- 1.17 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.
- 1.18 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees.
- 1.19 The City may require a looped system to provide reliability and redundancy to the property.
- 1.20 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.
- 1.21 Any fencing within public view, (including retention ponds), must be ornamental metal with complementing structural columns, as approved by the City's Site Review Committee. No chain link shall be used in public view areas.
- 1.22 Parking of any vehicles outside the paved parking areas, or in any landscape buffers shall not be permitted.
- 1.23 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).
- 1.24 The development shall be in substantial compliance with the Dimension Plan shown in Exhibit "C". Major changes as determined by the Clermont Site Review Committee may require an amendment to this Agreement.
- 1.25 This Agreement shall be voided after five (5) years if building permits have not been issued and building construction has not started.
- 1.26 The Agreement shall be for commercial utility flow/demand for water at 6,000 gpd and sewer is 6,000 gpd, based on an annual average.

Section 2. DEVELOPMENT STANDARDS

- (a) 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 or subsequent amendments to this Agreement.
- (b) The project shall be developed in substantial accordance with the Master Site Plan as submitted with the Utility Service Agreement request, dated 10/25/11 by Denham Engineering, LLC.

Section 3. WAIVER REQUESTS FOR THE PROPERTY

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 north retaining wall height will be a maximum of 6 feet for 1,463 feet +/-.
- The east side retaining wall height shall be a maximum 6 feet for 125 feet +/-.
- The west side retaining wall height shall be 6 feet for 130 feet and a maximum 10 feet +/- for 140 feet +/- for a total 270 feet.
- Wall buffer landscaping shall be provided with trees and shrubs for all exposed walls facing perimeter properties. Perimeter landscape buffer must be provided, including those areas at the top of the walls.

(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 as follows:

- Dealer main building customer/sales area (7,716 square feet): 39 customer parking spaces
- C.V./Body Shop building customer area (513 square feet): 3 spaces

Accordingly, 42 customer parking spaces are required at a minimum for the project as indicated on the Site Plan. (51 are shown)

In addition, 45 employee parking spaces are provided.

(c) Product Inventory Space Size. The product inventory spaces shall be separated from customer parking spaces and will be nine feet by eighteen feet (9' x 18'). Customer parking spaces will be ten feet by twenty feet (10' x 20'). Handicapped (HC) parking spaces shall conform to ADA guidelines at 12' x 20' with a five (5) foot wide access ramp, and the number shall be based on required parking spaces per the LDC.

(d) Parking areas in the non-customer locations located north of the buildings as shown on the Dimension Plan in Exhibit "C" may have one landscape island of 300 sq. ft. every 15 parking spaces. All other areas south of the buildings shall maintain the required one landscape island every 10 parking spaces. Double stacking of inventory cars shall be permitted per the Dimension Plan.

(e) Cut and Fill Maximum Standard for Grading. The grading for the site shall be limited to a maximum 15 foot grade change in a cut or fill for the overall site with the exception of two areas:

- The north-central area shall be limited up to 26 feet fill for 1.95 acres (25.3%);
- The south-central area (adjacent to S.R. 50 ROW) shall be limited to up to 20 feet for 0.14 acre (1.8%) of the site. Both areas exceeding the 15 feet shall not exceed 2% over this excess fill.

- (f) Signage. A secondary front monument sign for the CV/Body Shop building may be permitted on the western front of the site up to 50% in size of the primary monument sign size. The primary monument sign shall be limited to 60 square feet of copy area, and in accordance with Section 102-15(a)(1)a. of the Clermont Land Development Code (LDC).

Section 4. ANNEXATION

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

Colonial Acquisitions, Inc.
3776 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

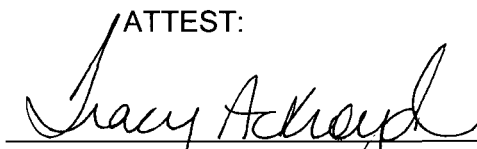
The effective date of this agreement shall be the day of execution of the agreement required hereunder. This Agreement shall be valid for no longer than five (5) years

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 _____.

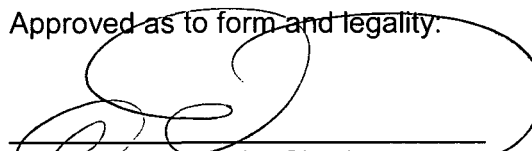
DATED this 8th day of November, 2011.

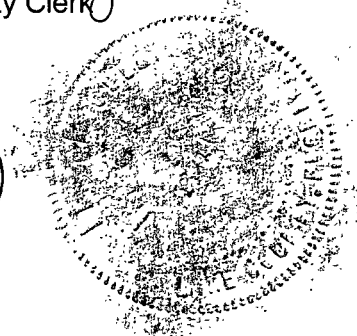
CITY OF CLERMONT


Harold S. Turville Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality.


Daniel F. Mantzaris, City Attorney



OWNER: Colonial Acquisitions, Inc.

R. Paul
Signature

Title: *V. Pres*

Raymond Paul
Print Name

STATE OF *FL*
COUNTY OF *Orange*

The foregoing instrument was acknowledged before me on this *5* day of *Dec*, 2011, by *Raymond Paul Paul*, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public *C Edwards* SEAL:
Type/print name *C Edwards*

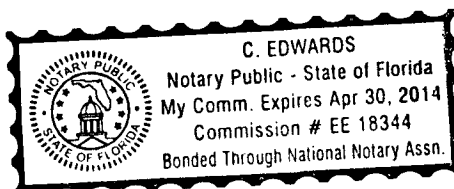


EXHIBIT "A"**PROPERTY DESCRIPTION****Owners:**

Colonial Acquisitions, Inc.

Description:

LAKE HIGHLANDS 26-22-26 FROM NW COR OF SEC 26 RUN S 89-26-50 E ALONG N LINE 666.86 FT TO NE COR OF TRACT 8, S 0-01-49 W ALONG SAID E LINE OF TRACT 8 A DIST OF 568.30 FT TO SE COR OF TRACT 8, BEING ALSO A POINT ON N'LY R/W LINE OF ACL RR R/W FOR POB, CONT S 0-01-49 W ALONG E LINE OF SAID TRACT 9 & ITS EXTENSION N'LY A DIST OF 582.77 FT TO A POINT ON N'LY R/W LINE OF SR 50, N 89-23-48 W ALONG N'LY R/W LINE 128.70 FT, N 0-36-12 E 18 FT, N 89-23-48 W 400 FT, S 0-36-12 W 18 FT, N 89-23-48 W 124.26 FT TO A POINT ON W LINE OF TRACT 9, SAID POINT ALSO BEING E LINE OF A 15 FT R/W, N 0-05-07 E ALONG W LINE OF SAID TRACT 9 & ITS EXTENSION N'LY A DIST OF 467.20 FT TO A POINT ON N'LY R/W LINE OF ACL RR, N 80-34-55 E ALONG N'LY LINE OF RR R/W A DIST OF 620.79 FT, THENCE CONT NE'LY ALONG N'LY R/W LINE OF RR, A CURVE TO THE LEFT, AN ARC DIST OF 40.74 FT, SAID CURVE HAVING A RADIUS OF 1826.84 FT, A DELTA ANGLE OF 01-16-40 & A CHORD BEARING & DIST OF N 79-56-35 E 40.74 FT TO POB, BEING TRACT 9 & THAT PART OF RR R/W LYING N OF TRACT 9 LYING BETWEEN E & W LINE OF TRACT 9 EXTENDED N'LY PB 3 PG 52 ORB 4037 PG 1355.

Containing 7.7 acres, more or less

Lake County Alternate Key Numbers:

1118191

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 **8th day of November 2011**, between **Colonial Acquisitions, Inc.**, 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"

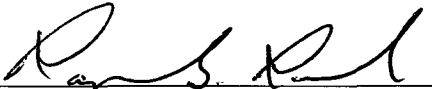
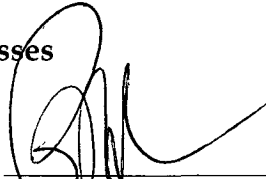
Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

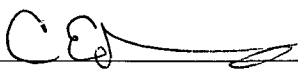
WITNESSES (Two required):

Colonial Acquisitions, Inc.

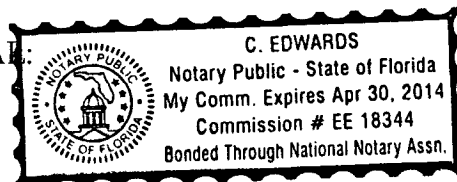
Witnesses

By: 
Signature1. 
Signature
Type or print namePaul McNamara
Type or print nameBy: _____
Signature2. _____
Signature_____
Type or print name_____
Type or print nameSTATE OF FL
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 5 day of Dec, 2011, by Raymond D. Quinn Record, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public 
Type/print name C Edwards

SEAL:



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 "D"**LOCATION MAP****Colonial Acquisitions, Inc. (Reed Nissan)**

Aerial view:



\\Cityhall\shares\Planning and Zoning\JPA -Utility Agreements & Reviews\Nissan\Nissan Utility Services Agreement, CC11-8-11.doc

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 April 28, 2015 at 6:00 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2015-23

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:

Clermont Nissan
(Alternate Key 1118191)
16005 STATE ROAD 50

LEGAL DESCRIPTION

Lake Highlands 26-22-26 from northwest corner of Section 26, run south 89-26-50 east along north line 666.86 feet to northeast corner of Tract 8, south 0-01-49 west along said east line of Tract 8 a distance of 568.30 feet to southeast corner of Tract 8, being also a point on northerly right-of-way line of ACL RR right-of-way for point of beginning, continue south 0-01-49 west along east line of said Tract 9 and its extension northerly a distance of 582.77 feet to a point on northerly right-of-way line of SR 50, north 89-23-48 west along northerly right-of-way line 128.70 feet, north 0-36-12 east 18 feet, north 89-23-48 west 400 feet, south 0-36-12 west 18 feet, north 89-23-48 west 124.26 feet to a point on west line of Tract 9, said point also being east line of a 15 foot right-of-way, north 0-05-07 east along west line of said Tract 9 and its extension northerly a distance of 467.20 feet to a point on northerly right-of-way line of ACL RR, north 80-34-55 east along northerly line of RR right-of-way a distance of 620.78 feet, thence continue northeasterly along northerly right-of-way line of RR a curve to the left, an arc distance of 40.74 feet, said curve having a radius of 1826.84 feet, a delta angle of 01-16-40 and a chord bearing and distance of north 79-56-35 east 40.74 feet to point of beginning, being Tract 9 and that part of RR right-of-way lying north of Tract 9 lying between east and west line of Tract 9 extended northerly; PB 3, PG 52, ORB 4037, PG 1355, Public Records of Lake County, Florida.

Containing 7.7 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
April 7, 2015 and April 14, 2015

Location Map:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date														
Tuesday, April 14, 2015														
Agenda Item Name														
Ordinance No. 2015-24; <i>Introduction</i> Clermont Nissan														
Requested Action														
Move to introduce Ordinance 2015-24.														
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 December 5, 2011. The property is improved and is receiving water and sewer services from the City of Clermont. The property, approximately 7.7 acres, has been developed as an auto dealership, Clermont Nissan. 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. Staff recommends approval of the future land use map amendment 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><tr><td>1.</td><td>Ordinance</td><td>CPA Ord. 2015-24.doc</td></tr><tr><td>2.</td><td>Maps</td><td>Clermont Nissan Maps.pdf</td></tr><tr><td>3.</td><td>Utility Agreement</td><td>Nissan Utility Agreement.pdf</td></tr><tr><td>4.</td><td>Legal ad</td><td>CPA legal ad.docx</td></tr></table>			1.	Ordinance	CPA Ord. 2015-24.doc	2.	Maps	Clermont Nissan Maps.pdf	3.	Utility Agreement	Nissan Utility Agreement.pdf	4.	Legal ad	CPA legal ad.docx
1.	Ordinance	CPA Ord. 2015-24.doc												
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3.	Utility Agreement	Nissan Utility Agreement.pdf												
4.	Legal ad	CPA legal ad.docx												

CITY OF CLERMONT
ORDINANCE No. 2015-24

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

Lake Highlands 26-22-26 from northwest corner of Section 26, run south 89-26-50 east along north line 666.86 feet to northeast corner of Tract 8, south 0-01-49 west along said east line of Tract 8 a distance of 568.30 feet to southeast corner of Tract 8, being also a point on northerly right-of-way line of ACL RR right-of-way for point of beginning, continue south 0-01-49 west along east line of said Tract 9 and its extension northerly a distance of 582.77 feet to a point on northerly right-of-way line of SR 50, north 89-23-48

CITY OF CLERMONT
ORDINANCE No. 2015-24

west along northerly right-of-way line 128.70 feet, north 0-36-12 east 18 feet, north 89-23-48 west 400 feet, south 0-36-12 west 18 feet, north 89-23-48 west 124.26 feet to a point on west line of Tract 9, said point also being east line of a 15 foot right-of-way, north 0-05-07 east along west line of said Tract 9 and its extension northerly a distance of 467.20 feet to a point on northerly right-of-way line of ACL RR, north 80-34-55 east along northerly line of RR right-of-way a distance of 620.78 feet, thence continue northeasterly along northerly right-of-way line of RR a curve to the left, an arc distance of 40.74 feet, said curve having a radius of 1826.84 feet, a delta angle of 01-16-40 and a chord bearing and distance of north 79-56-35 east 40.74 feet to point of beginning, being Tract 9 and that part of RR right-of-way lying north of Tract 9 lying between east and west line of Tract 9 extended northerly; PB 3, PG 52, ORB 4037, PG 1355, Public Records of Lake County, Florida.

Containing 7.7 acres, more or less

(Alternate Key 1118191) 16005 State Road 50; Clermont Nissan

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. 2015-24

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-24

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 28th day of April, 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 Nissan

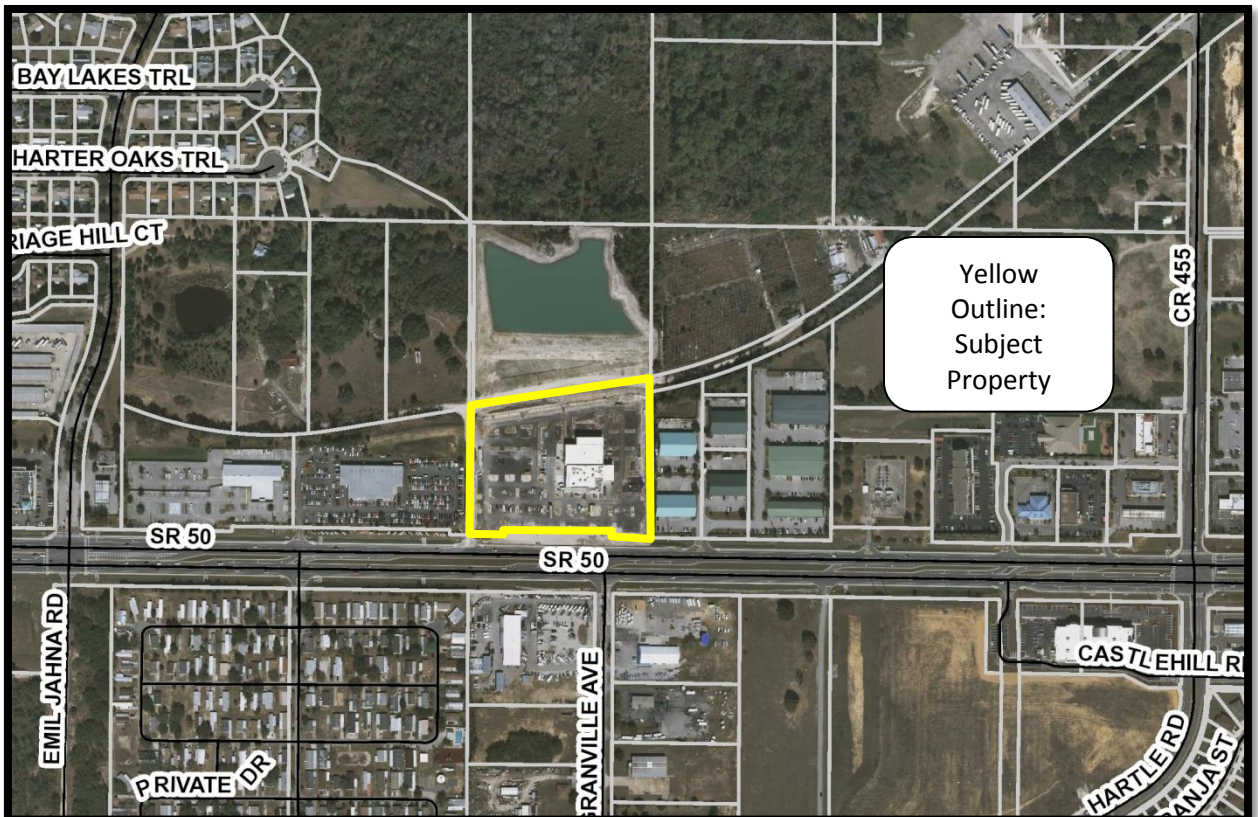
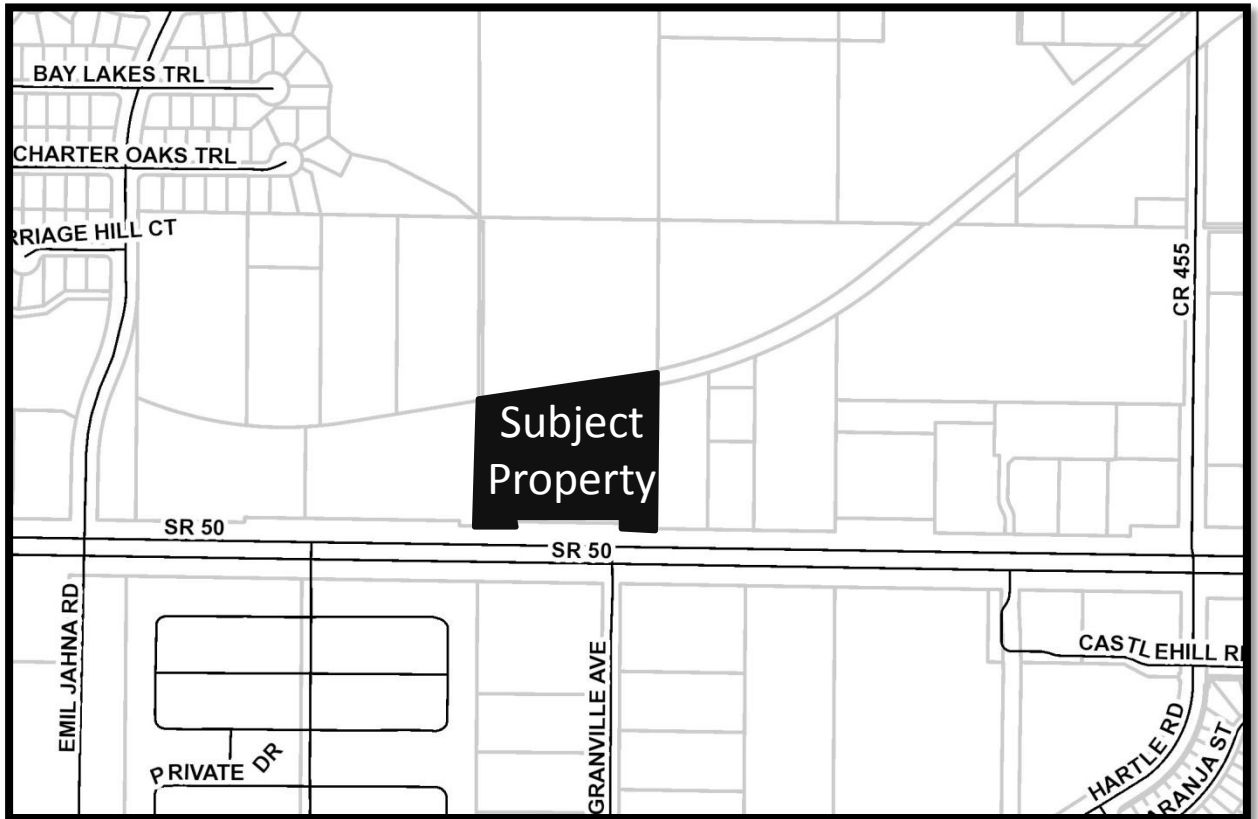


Exhibit – Future Land Use
Clermont Nissan

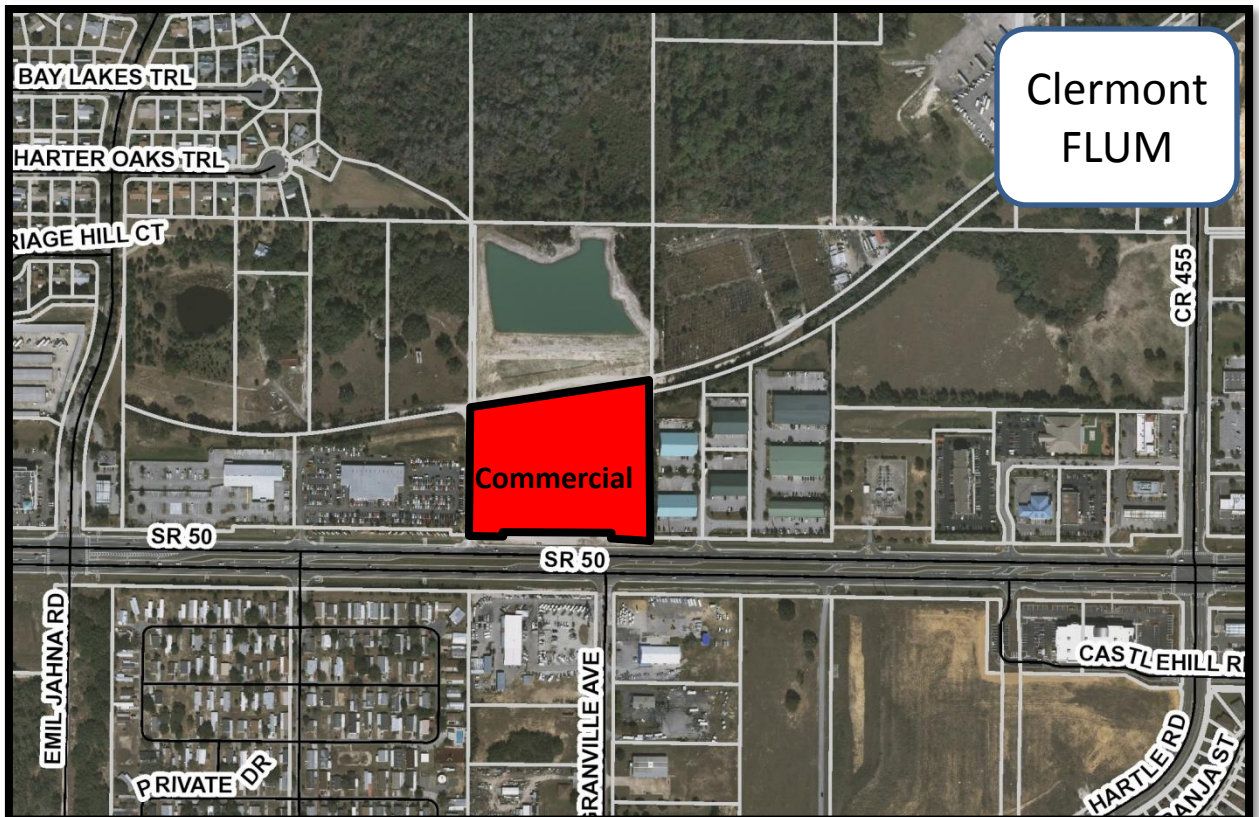
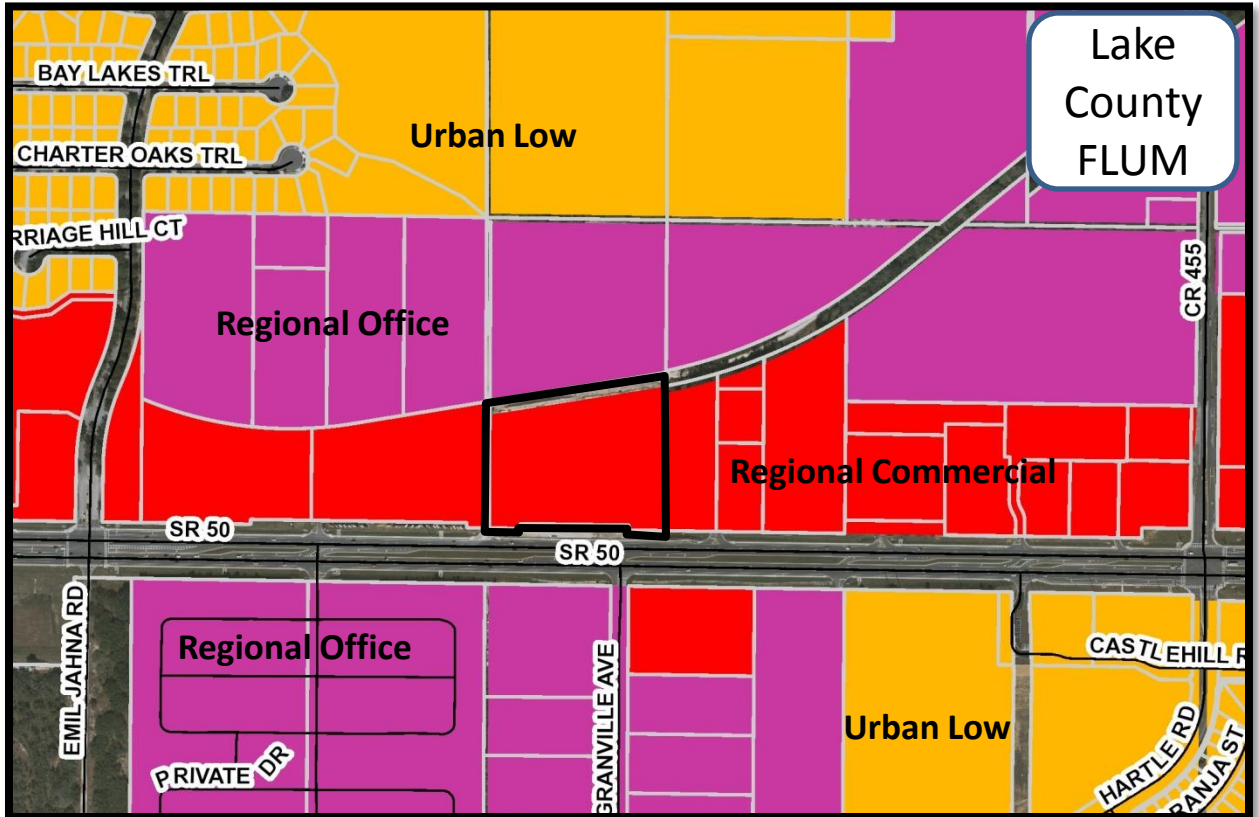
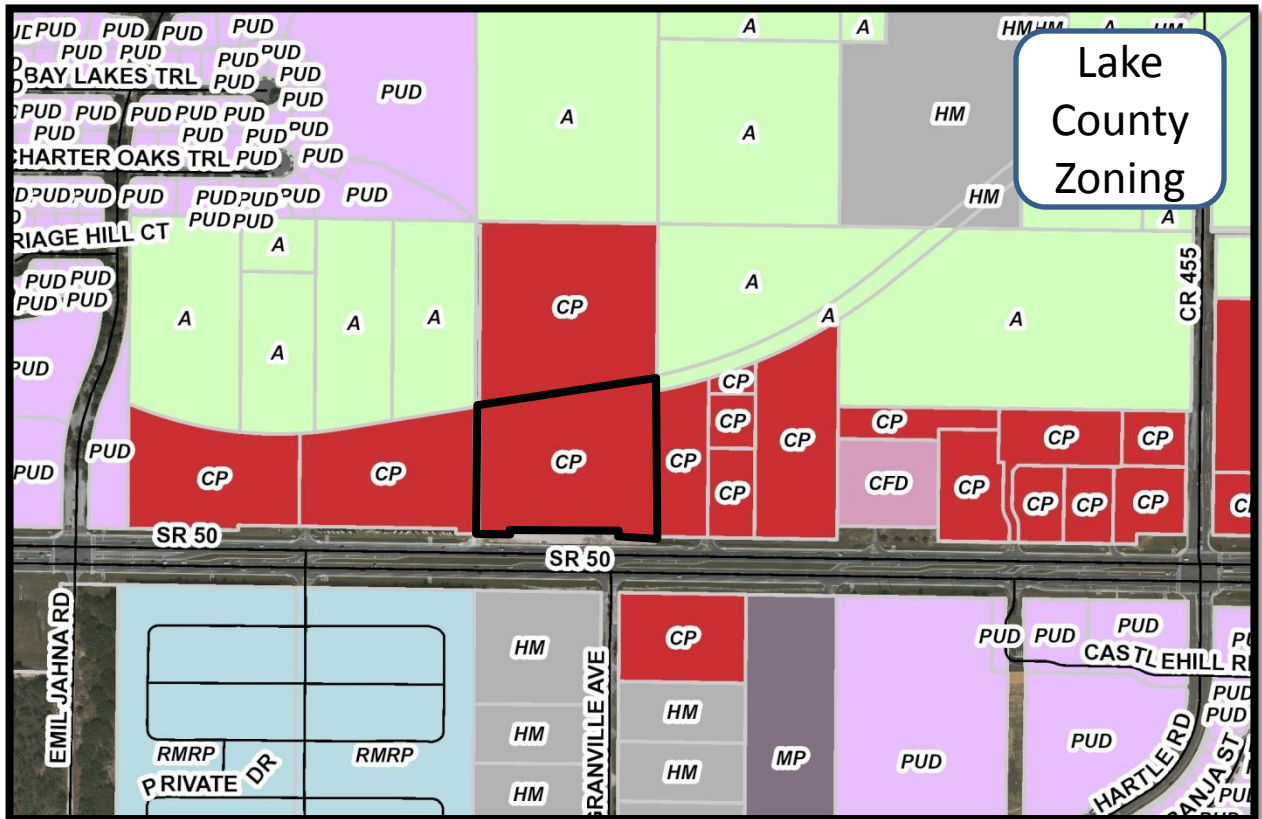


Exhibit – Zoning
Clermont Nissan



Return to:

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 Colonial Acquisitions, Inc. and any successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is requesting service for a commercial establishment Automobile Dealership for uses to include sales, display, service, repair, paint, body work, storage, etc. with up to 45,000 sq. ft., 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 or be responsible for all access to the site which may include turn lanes from S.R. 50 into the development, along the southern property boundary line.
- 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 property shall be privately owned and maintained, but shall be constructed to City standards.
- 1.11 Irrigation shall be provided by private well until such time that reuse water is available.
- 1.12 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.
- 1.13 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.
- 1.14 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.15 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 1.12 and 1.13 from the CITY in the form of Impact Fee Credits.

- 1.16 The Impact Fee Credits shall be established subject to Sections 1.12 and 1.13 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.
- 1.17 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.
- 1.18 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees.
- 1.19 The City may require a looped system to provide reliability and redundancy to the property.
- 1.20 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.
- 1.21 Any fencing within public view, (including retention ponds), must be ornamental metal with complementing structural columns, as approved by the City's Site Review Committee. No chain link shall be used in public view areas.
- 1.22 Parking of any vehicles outside the paved parking areas, or in any landscape buffers shall not be permitted.
- 1.23 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).
- 1.24 The development shall be in substantial compliance with the Dimension Plan shown in Exhibit "C". Major changes as determined by the Clermont Site Review Committee may require an amendment to this Agreement.
- 1.25 This Agreement shall be voided after five (5) years if building permits have not been issued and building construction has not started.
- 1.26 The Agreement shall be for commercial utility flow/demand for water at 6,000 gpd and sewer is 6,000 gpd, based on an annual average.

Section 2. DEVELOPMENT STANDARDS

- (a) 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 or subsequent amendments to this Agreement.
- (b) The project shall be developed in substantial accordance with the Master Site Plan as submitted with the Utility Service Agreement request, dated 10/25/11 by Denham Engineering, LLC.

Section 3. WAIVER REQUESTS FOR THE PROPERTY

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 north retaining wall height will be a maximum of 6 feet for 1,463 feet +/-.
- The east side retaining wall height shall be a maximum 6 feet for 125 feet +/-.
- The west side retaining wall height shall be 6 feet for 130 feet and a maximum 10 feet +/- for 140 feet +/- for a total 270 feet.
- Wall buffer landscaping shall be provided with trees and shrubs for all exposed walls facing perimeter properties. Perimeter landscape buffer must be provided, including those areas at the top of the walls.

(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 as follows:

- Dealer main building customer/sales area (7,716 square feet): 39 customer parking spaces
- C.V./Body Shop building customer area (513 square feet): 3 spaces

Accordingly, 42 customer parking spaces are required at a minimum for the project as indicated on the Site Plan. (51 are shown)

In addition, 45 employee parking spaces are provided.

(c) Product Inventory Space Size. The product inventory spaces shall be separated from customer parking spaces and will be nine feet by eighteen feet (9' x 18'). Customer parking spaces will be ten feet by twenty feet (10' x 20'). Handicapped (HC) parking spaces shall conform to ADA guidelines at 12' x 20' with a five (5) foot wide access ramp, and the number shall be based on required parking spaces per the LDC.

(d) Parking areas in the non-customer locations located north of the buildings as shown on the Dimension Plan in Exhibit "C" may have one landscape island of 300 sq. ft. every 15 parking spaces. All other areas south of the buildings shall maintain the required one landscape island every 10 parking spaces. Double stacking of inventory cars shall be permitted per the Dimension Plan.

(e) Cut and Fill Maximum Standard for Grading. The grading for the site shall be limited to a maximum 15 foot grade change in a cut or fill for the overall site with the exception of two areas:

- The north-central area shall be limited up to 26 feet fill for 1.95 acres (25.3%);
- The south-central area (adjacent to S.R. 50 ROW) shall be limited to up to 20 feet for 0.14 acre (1.8%) of the site. Both areas exceeding the 15 feet shall not exceed 2% over this excess fill.

- (f) Signage. A secondary front monument sign for the CV/Body Shop building may be permitted on the western front of the site up to 50% in size of the primary monument sign size. The primary monument sign shall be limited to 60 square feet of copy area, and in accordance with Section 102-15(a)(1)a. of the Clermont Land Development Code (LDC).

Section 4. ANNEXATION

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

Colonial Acquisitions, Inc.
3776 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

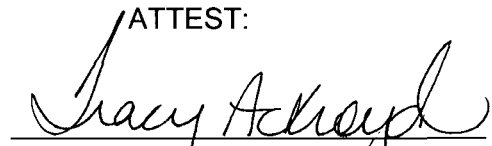
The effective date of this agreement shall be the day of execution of the agreement required hereunder. This Agreement shall be valid for no longer than five (5) years

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 _____.

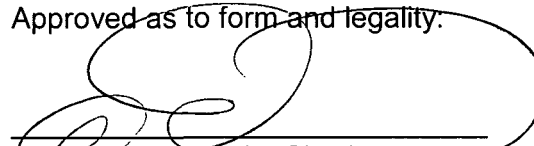
DATED this 8th day of November, 2011.

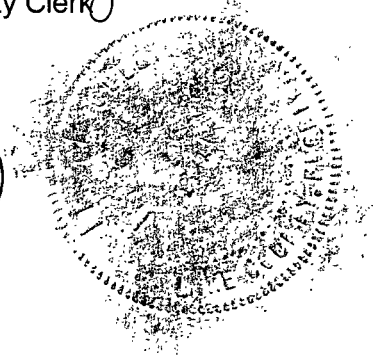
CITY OF CLERMONT


Harold S. Turville Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality.


Daniel F. Mantzaris, City Attorney



OWNER: Colonial Acquisitions, Inc.

R. L. Paul
Signature

Title: *V. Pres*

Raymond L. Paul
Print Name

STATE OF *FL*
COUNTY OF *Orange*

The foregoing instrument was acknowledged before me on this *5* day of *Dec*, 2011, by *Raymond L. Paul*, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public *C. Edwards* SEAL:
Type/print name *C. Edwards*

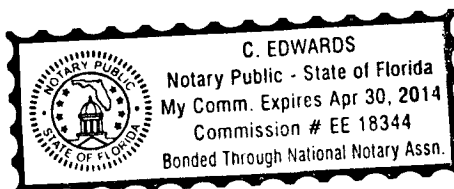


EXHIBIT "A"**PROPERTY DESCRIPTION****Owners:**

Colonial Acquisitions, Inc.

Description:

LAKE HIGHLANDS 26-22-26 FROM NW COR OF SEC 26 RUN S 89-26-50 E ALONG N LINE 666.86 FT TO NE COR OF TRACT 8, S 0-01-49 W ALONG SAID E LINE OF TRACT 8 A DIST OF 568.30 FT TO SE COR OF TRACT 8, BEING ALSO A POINT ON N'LY R/W LINE OF ACL RR R/W FOR POB, CONT S 0-01-49 W ALONG E LINE OF SAID TRACT 9 & ITS EXTENSION N'LY A DIST OF 582.77 FT TO A POINT ON N'LY R/W LINE OF SR 50, N 89-23-48 W ALONG N'LY R/W LINE 128.70 FT, N 0-36-12 E 18 FT, N 89-23-48 W 400 FT, S 0-36-12 W 18 FT, N 89-23-48 W 124.26 FT TO A POINT ON W LINE OF TRACT 9, SAID POINT ALSO BEING E LINE OF A 15 FT R/W, N 0-05-07 E ALONG W LINE OF SAID TRACT 9 & ITS EXTENSION N'LY A DIST OF 467.20 FT TO A POINT ON N'LY R/W LINE OF ACL RR, N 80-34-55 E ALONG N'LY LINE OF RR R/W A DIST OF 620.79 FT, THENCE CONT NE'LY ALONG N'LY R/W LINE OF RR, A CURVE TO THE LEFT, AN ARC DIST OF 40.74 FT, SAID CURVE HAVING A RADIUS OF 1826.84 FT, A DELTA ANGLE OF 01-16-40 & A CHORD BEARING & DIST OF N 79-56-35 E 40.74 FT TO POB, BEING TRACT 9 & THAT PART OF RR R/W LYING N OF TRACT 9 LYING BETWEEN E & W LINE OF TRACT 9 EXTENDED N'LY PB 3 PG 52 ORB 4037 PG 1355.

Containing 7.7 acres, more or less

Lake County Alternate Key Numbers:

1118191

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 **8th day of November 2011**, between **Colonial Acquisitions, Inc.**, 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"

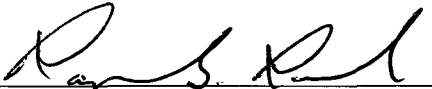
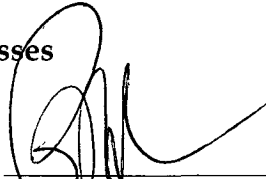
Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

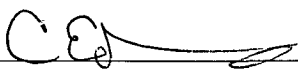
WITNESSES (Two required):

Colonial Acquisitions, Inc.

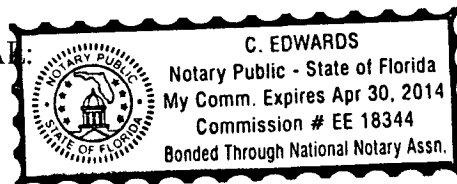
Witnesses

By: 
Signature1. 
Signature
Type or print namePaul McNamara
Type or print nameBy: _____
Signature2. _____
Signature_____
Type or print name_____
Type or print nameSTATE OF FL
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 5 day of Dec, 2011, by Raymond D. Quinn Record, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public 
Type/print name C Edwards

SEAL:



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 "D"**LOCATION MAP****Colonial Acquisitions, Inc. (Reed Nissan)**

Aerial view:



\\Cityhall\shares\Planning and Zoning\JPA -Utility Agreements & Reviews\Nissan\Nissan Utility Services Agreement, CC11-8-11.doc

CITY OF CLERMONT

NOTICE OF PROPOSED LAND USE CHANGE

Small-Scale Comprehensive Plan Amendment

ORDINANCE NO. 2015-24

The City of Clermont will hold public hearings Tuesday, April 7, 2015 at 6:30 p.m. before the Planning and Zoning Commission; Tuesday, April 14, 2015 at 6:30 p.m. (1st reading of the adoption ordinance) and Tuesday, April 28, 2015 (final reading of the adoption ordinance) at 6:00 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 7.7 +/-acre parcel below from Lake County Regional Commercial to Commercial. Alternate Key 1118191.



Location: 16005 SR 50; Clermont Nissan

Ordinance #2015-24:

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 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.

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
March 24, 2015 and April 14, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 14, 2015		
Agenda Item Name		
Ordinance No. 2015-25; <i>Introduction</i> Clermont Nissan		
Requested Action		
Move to introduce Ordinance 2015-25.		
Staff Report		
This administrative request is being heard concurrently with requests for annexation and a small-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 December 5, 2011. The property is improved and is receiving water and sewer services from the City. The property, approximately 7.7 acres, has been developed as an auto dealership, Clermont Nissan. 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 2015-25.doc	
2. Maps	Clermont Nissan Maps.pdf	
3. Utility Agreement	Nissan Utility Agreement.pdf	
4. Legal ad	REZ legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-25

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 from northwest corner of Section 26, run south 89-26-50 east along north line 666.86 feet to northeast corner of Tract 8, south 0-01-49 west along said east line of Tract 8 a distance of 568.30 feet to southeast corner of Tract 8, being also a point on northerly right-of-way line of ACL RR right-of-way for point of beginning, continue south 0-01-49 west along east line of said Tract 9 and its extension northerly a distance of 582.77 feet to a point on northerly right-of-way line of SR 50, north 89-23-48 west along northerly right-of-way line 128.70 feet, north 0-36-12 east 18 feet, north 89-23-48 west 400 feet, south 0-36-12 west 18 feet, north 89-23-48 west 124.26 feet to a point on west line of Tract 9, said point also being east line of a 15 foot right-of-way, north 0-05-07 east along west line of said Tract 9 and its extension northerly a distance of 467.20 feet to a point on northerly right-of-way line of ACL RR, north 80-34-55 east along northerly line of RR right-of-way a distance of 620.78 feet, thence continue northeasterly along northerly right-of-way line of RR a curve to the left, an arc distance of 40.74 feet, said curve having a radius of 1826.84 feet, a delta angle of 01-16-40 and a chord bearing and distance of north 79-56-35 east 40.74 feet to point of beginning, being Tract 9 and that part of RR right-of-way lying north of Tract 9 lying between east and west line of Tract 9 extended northerly; PB 3, PG 52, ORB 4037, PG 1355, Public Records of Lake County, Florida.

Containing 7.7 acres, more or less

(Alternate Key 1118191) 16005 State Road 50; Clermont Nissan

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

SECTION 2:

CITY OF CLERMONT
ORDINANCE No. 2015-25

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. 2015-25

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map Clermont Nissan

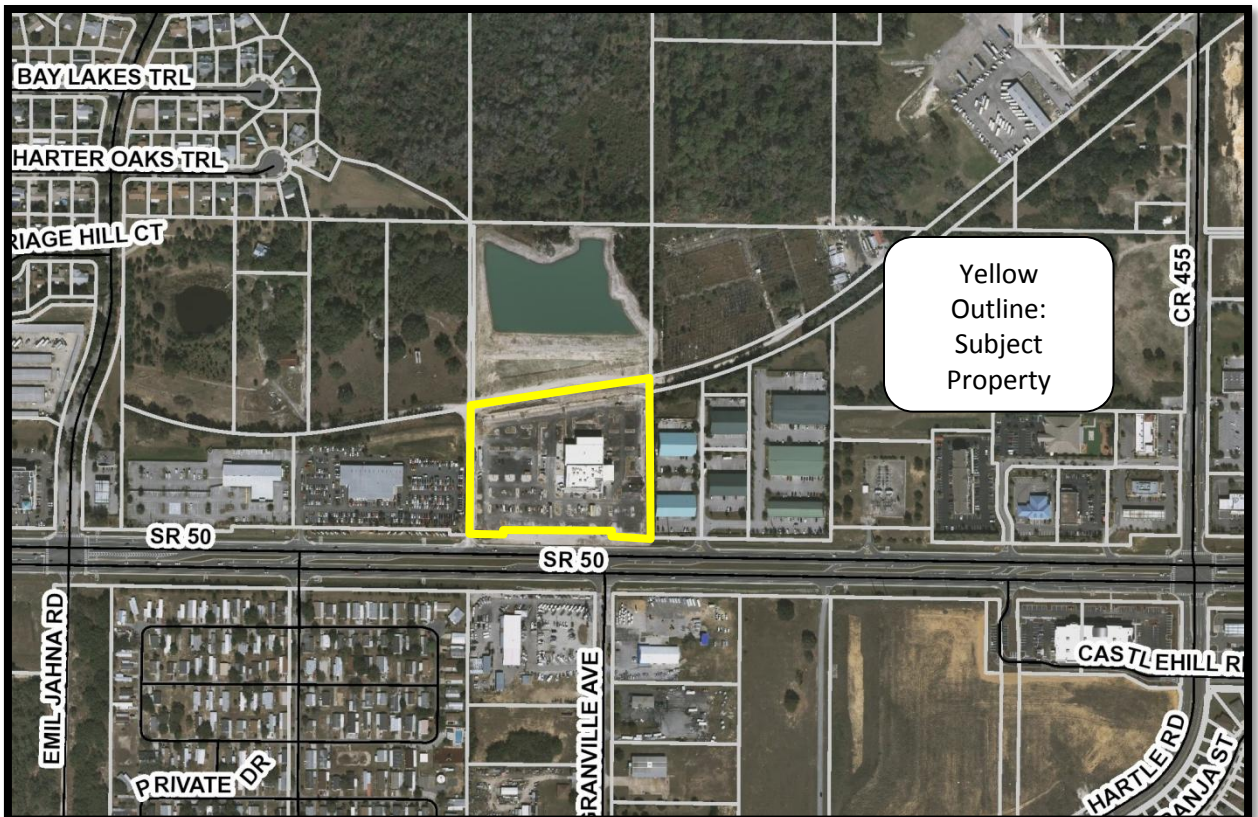
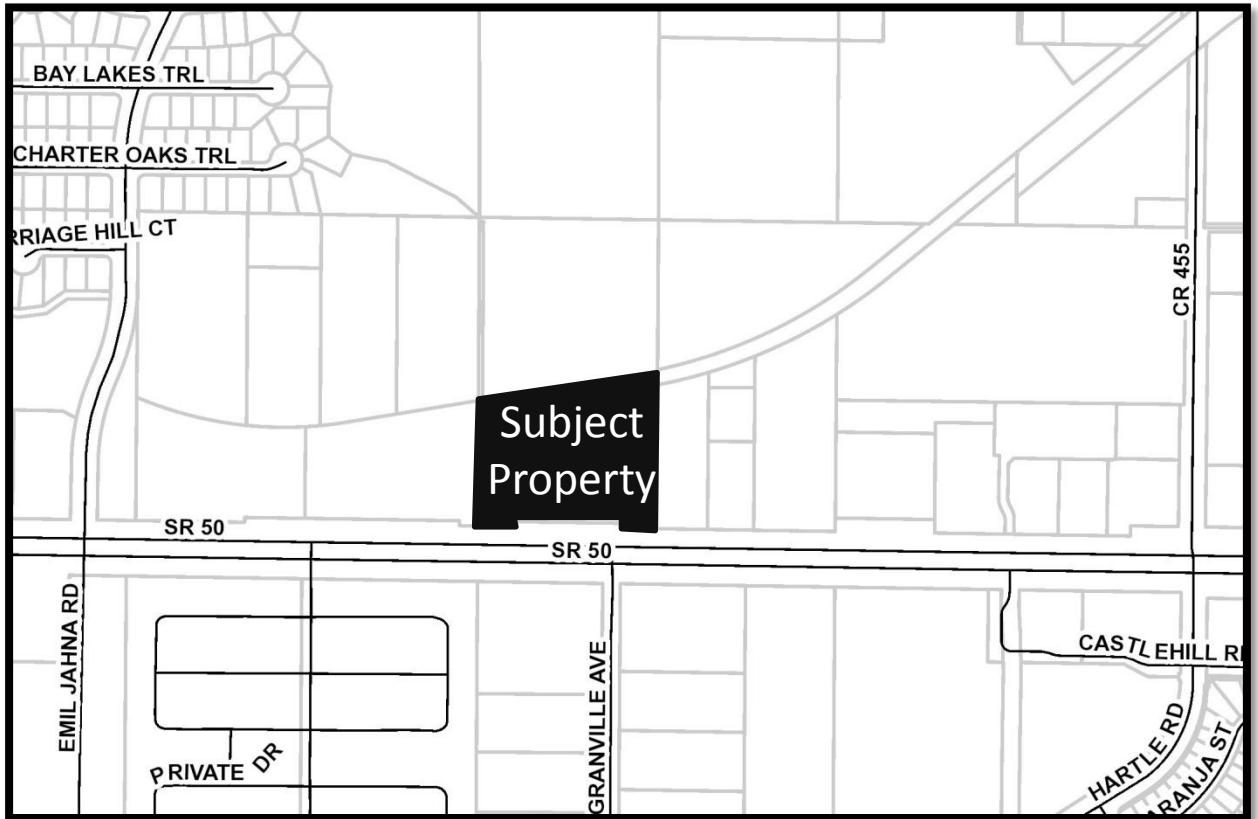


Exhibit – Future Land Use
Clermont Nissan

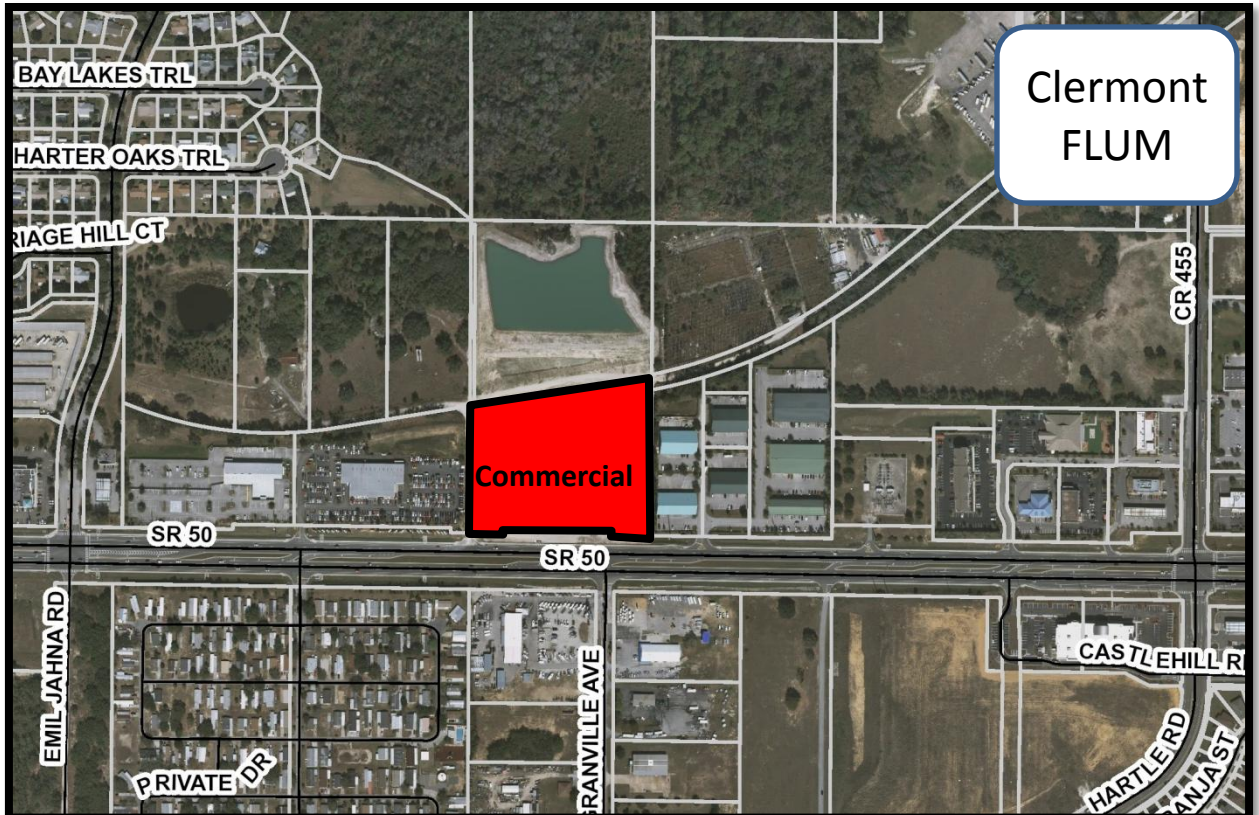
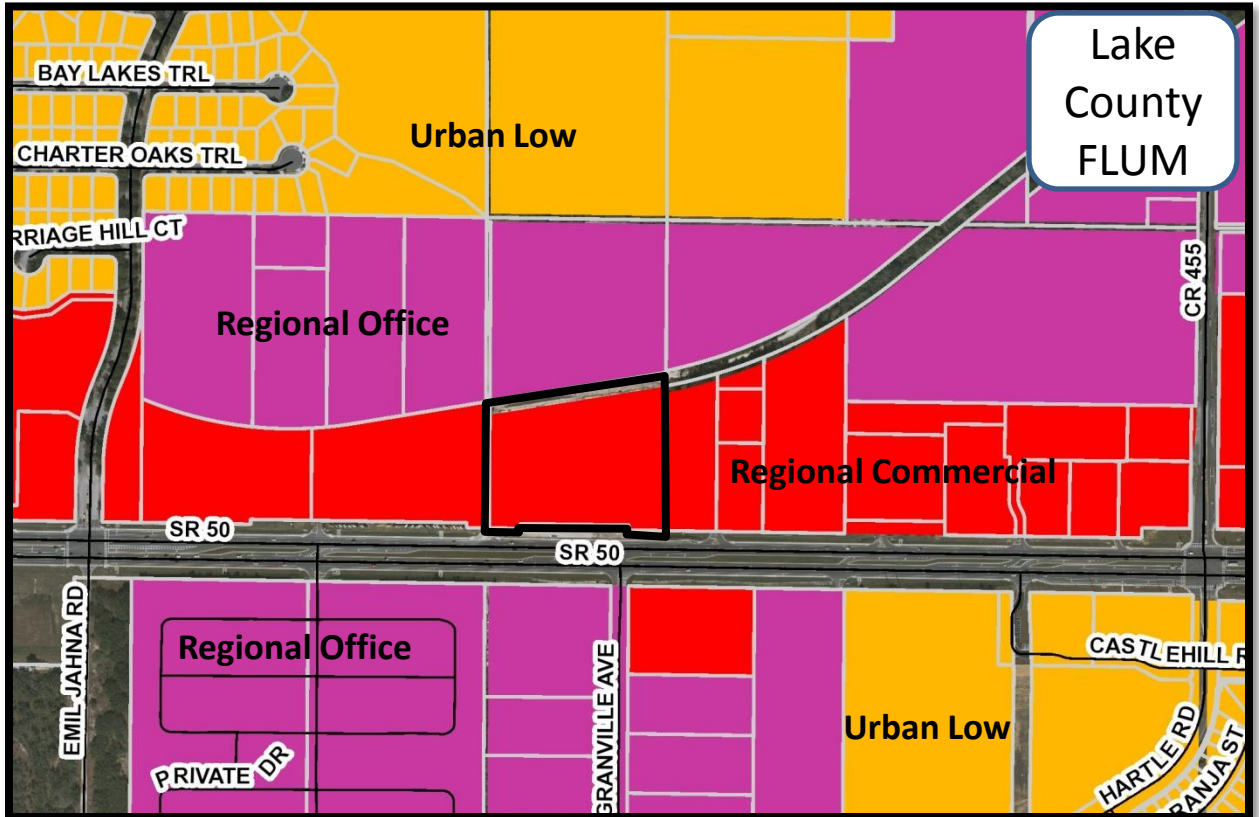
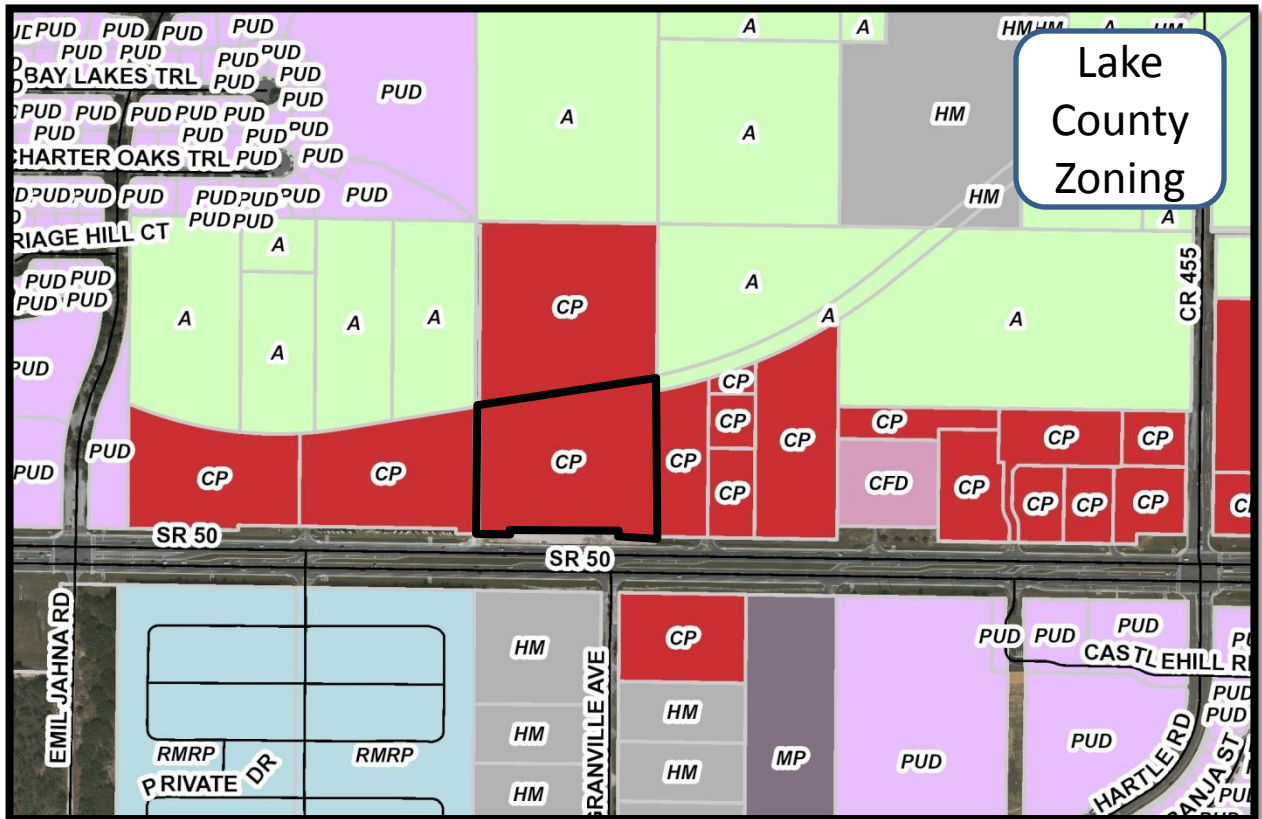


Exhibit – Zoning Clermont Nissan



Return to:

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 Colonial Acquisitions, Inc. and any successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is requesting service for a commercial establishment Automobile Dealership for uses to include sales, display, service, repair, paint, body work, storage, etc. with up to 45,000 sq. ft., 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 or be responsible for all access to the site which may include turn lanes from S.R. 50 into the development, along the southern property boundary line.
- 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 property shall be privately owned and maintained, but shall be constructed to City standards.
- 1.11 Irrigation shall be provided by private well until such time that reuse water is available.
- 1.12 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.
- 1.13 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.
- 1.14 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
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- 1.16 The Impact Fee Credits shall be established subject to Sections 1.12 and 1.13 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.
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- 1.18 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees.
- 1.19 The City may require a looped system to provide reliability and redundancy to the property.
- 1.20 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.
- 1.21 Any fencing within public view, (including retention ponds), must be ornamental metal with complementing structural columns, as approved by the City's Site Review Committee. No chain link shall be used in public view areas.
- 1.22 Parking of any vehicles outside the paved parking areas, or in any landscape buffers shall not be permitted.
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- (b) The project shall be developed in substantial accordance with the Master Site Plan as submitted with the Utility Service Agreement request, dated 10/25/11 by Denham Engineering, LLC.

Section 3. WAIVER REQUESTS FOR THE PROPERTY

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 north retaining wall height will be a maximum of 6 feet for 1,463 feet +/-.
- The east side retaining wall height shall be a maximum 6 feet for 125 feet +/-.
- The west side retaining wall height shall be 6 feet for 130 feet and a maximum 10 feet +/- for 140 feet +/- for a total 270 feet.
- Wall buffer landscaping shall be provided with trees and shrubs for all exposed walls facing perimeter properties. Perimeter landscape buffer must be provided, including those areas at the top of the walls.

(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 as follows:

- Dealer main building customer/sales area (7,716 square feet): 39 customer parking spaces
- C.V./Body Shop building customer area (513 square feet): 3 spaces

Accordingly, 42 customer parking spaces are required at a minimum for the project as indicated on the Site Plan. (51 are shown)

In addition, 45 employee parking spaces are provided.

(c) Product Inventory Space Size. The product inventory spaces shall be separated from customer parking spaces and will be nine feet by eighteen feet (9' x 18'). Customer parking spaces will be ten feet by twenty feet (10' x 20'). Handicapped (HC) parking spaces shall conform to ADA guidelines at 12' x 20' with a five (5) foot wide access ramp, and the number shall be based on required parking spaces per the LDC.

(d) Parking areas in the non-customer locations located north of the buildings as shown on the Dimension Plan in Exhibit "C" may have one landscape island of 300 sq. ft. every 15 parking spaces. All other areas south of the buildings shall maintain the required one landscape island every 10 parking spaces. Double stacking of inventory cars shall be permitted per the Dimension Plan.

(e) Cut and Fill Maximum Standard for Grading. The grading for the site shall be limited to a maximum 15 foot grade change in a cut or fill for the overall site with the exception of two areas:

- The north-central area shall be limited up to 26 feet fill for 1.95 acres (25.3%);
- The south-central area (adjacent to S.R. 50 ROW) shall be limited to up to 20 feet for 0.14 acre (1.8%) of the site. Both areas exceeding the 15 feet shall not exceed 2% over this excess fill.

- (f) Signage. A secondary front monument sign for the CV/Body Shop building may be permitted on the western front of the site up to 50% in size of the primary monument sign size. The primary monument sign shall be limited to 60 square feet of copy area, and in accordance with Section 102-15(a)(1)a. of the Clermont Land Development Code (LDC).

Section 4. ANNEXATION

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

Colonial Acquisitions, Inc.
3776 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

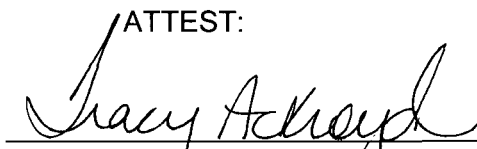
The effective date of this agreement shall be the day of execution of the agreement required hereunder. This Agreement shall be valid for no longer than five (5) years

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 _____.

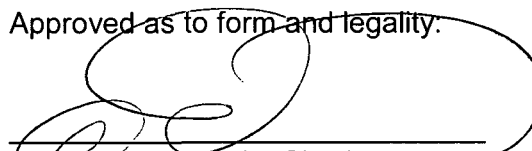
DATED this 8th day of November, 2011.

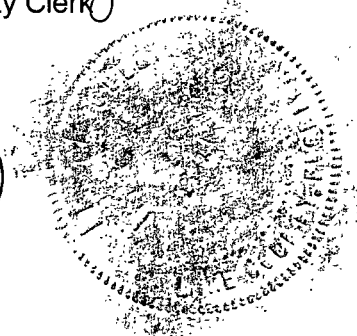
CITY OF CLERMONT


Harold S. Turville Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality.


Daniel F. Mantzaris, City Attorney



OWNER: Colonial Acquisitions, Inc.

R. Paul
Signature

Title: *V. Pres*

Raymond Paul
Print Name

STATE OF *FL*
COUNTY OF *Orange*

The foregoing instrument was acknowledged before me on this *5* day of *Dec*, 2011, by *Raymond Paul Paul*, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public *C Edwards* SEAL:
Type/print name *C Edwards*

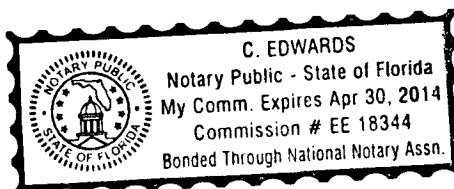


EXHIBIT "A"**PROPERTY DESCRIPTION****Owners:**

Colonial Acquisitions, Inc.

Description:

LAKE HIGHLANDS 26-22-26 FROM NW COR OF SEC 26 RUN S 89-26-50 E ALONG N LINE 666.86 FT TO NE COR OF TRACT 8, S 0-01-49 W ALONG SAID E LINE OF TRACT 8 A DIST OF 568.30 FT TO SE COR OF TRACT 8, BEING ALSO A POINT ON N'LY R/W LINE OF ACL RR R/W FOR POB, CONT S 0-01-49 W ALONG E LINE OF SAID TRACT 9 & ITS EXTENSION N'LY A DIST OF 582.77 FT TO A POINT ON N'LY R/W LINE OF SR 50, N 89-23-48 W ALONG N'LY R/W LINE 128.70 FT, N 0-36-12 E 18 FT, N 89-23-48 W 400 FT, S 0-36-12 W 18 FT, N 89-23-48 W 124.26 FT TO A POINT ON W LINE OF TRACT 9, SAID POINT ALSO BEING E LINE OF A 15 FT R/W, N 0-05-07 E ALONG W LINE OF SAID TRACT 9 & ITS EXTENSION N'LY A DIST OF 467.20 FT TO A POINT ON N'LY R/W LINE OF ACL RR, N 80-34-55 E ALONG N'LY LINE OF RR R/W A DIST OF 620.79 FT, THENCE CONT NE'LY ALONG N'LY R/W LINE OF RR, A CURVE TO THE LEFT, AN ARC DIST OF 40.74 FT, SAID CURVE HAVING A RADIUS OF 1826.84 FT, A DELTA ANGLE OF 01-16-40 & A CHORD BEARING & DIST OF N 79-56-35 E 40.74 FT TO POB, BEING TRACT 9 & THAT PART OF RR R/W LYING N OF TRACT 9 LYING BETWEEN E & W LINE OF TRACT 9 EXTENDED N'LY PB 3 PG 52 ORB 4037 PG 1355.

Containing 7.7 acres, more or less

Lake County Alternate Key Numbers:

1118191

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 **8th day of November 2011**, between **Colonial Acquisitions, Inc.**, 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.

PROPERTY OWNER(S):

WITNESSES (Two required):

Colonial Acquisitions, Inc.

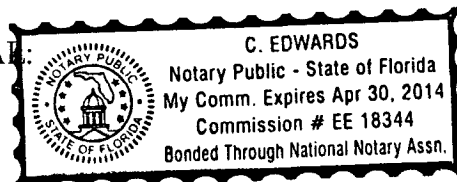
Witnesses

By: [Signature]
Signature1. [Signature]
Signature[Signature]
Type or print namePaul McNamara
Type or print nameBy: _____
Signature2. _____
Signature_____
Type or print name_____
Type or print nameSTATE OF FL
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 5 day of Dec, 2011, by Raymond Darwin Reed, 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 C Edwards

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 "D"**LOCATION MAP****Colonial Acquisitions, Inc. (Reed Nissan)**

Aerial view:



\\Cityhall\shares\Planning and Zoning\JPA -Utility Agreements & Reviews\Nissan\Nissan Utility Services Agreement, CC11-8-11.doc

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. 2015-25

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

Clermont Nissan
(Alternate Key 1118191)
16005 STATE ROAD 50

LEGAL DESCRIPTION

Lake Highlands 26-22-26 from northwest corner of Section 26, run south 89-26-50 east along north line 666.86 feet to northeast corner of Tract 8, south 0-01-49 west along said east line of Tract 8 a distance of 568.30 feet to southeast corner of Tract 8, being also a point on northerly right-of-way line of ACL RR right-of-way for point of beginning, continue south 0-01-49 west along east line of said Tract 9 and its extension northerly a distance of 582.77 feet to a point on northerly right-of-way line of SR 50, north 89-23-48 west along northerly right-of-way line 128.70 feet, north 0-36-12 east 18 feet, north 89-23-48 west 400 feet, south 0-36-12 west 18 feet, north 89-23-48 west 124.26 feet to a point on west line of Tract 9, said point also being east line of a 15 foot right-of-way, north 0-05-07 east along west line of said Tract 9 and its extension northerly a distance of 467.20 feet to a point on northerly right-of-way line of ACL RR, north 80-34-55 east along northerly line of RR right-of-way a distance of 620.78 feet, thence continue northeasterly along northerly right-of-way line of RR a curve to the left, an arc distance of 40.74 feet, said curve having a radius of 1826.84 feet, a delta angle of 01-16-40 and a chord bearing and distance of north 79-56-35 east 40.74 feet to point of beginning, being Tract 9 and that part of RR right-of-way lying north of Tract 9 lying between east and west line of Tract 9 extended northerly; PB 3, PG 52, ORB 4037, PG 1355, Public Records of Lake County, Florida.

Containing 7.7 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, April 7, 2015 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, April 28, 2015 at 6:00 p.m. for final enactment.

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

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

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
March 31, 2015 and April 14, 2015





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 14, 2015		
Agenda Item Name		
Ordinance No. 2015-26; <i>Introduction</i> Headquarter Honda		
Requested Action		
Move to introduce Ordinance 2015-26.		
Staff Report		
This administrative request is being heard concurrently with requests for a Small 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 July 15, 2008. The property is improved and is receiving water and sewer services from the City. The property, approximately 9.34 acres, has been developed as an auto dealership, Headquarter Honda. 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 2015-26.doc	
2. Maps	Headquarter Honda Maps.pdf	
3. Utility Agreement	Honda Utility Agreement.pdf	
4. Legal ad	ANN legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-26

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 July 15, 2008; 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

Johns Lake Plaza, Sub Lot 1, 2, 3, 4, 5, 6, 7, 8, 9 and Sub Tract A; PB 55, PG 51-52, Public Records of Lake County, Florida.

Containing 9.34 acres, more or less

Alternate Key 1037409; 17700 State Road 50

CITY OF CLERMONT
ORDINANCE No. 2015-26

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.

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-26

2

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th day of April, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map
Headquarter Honda

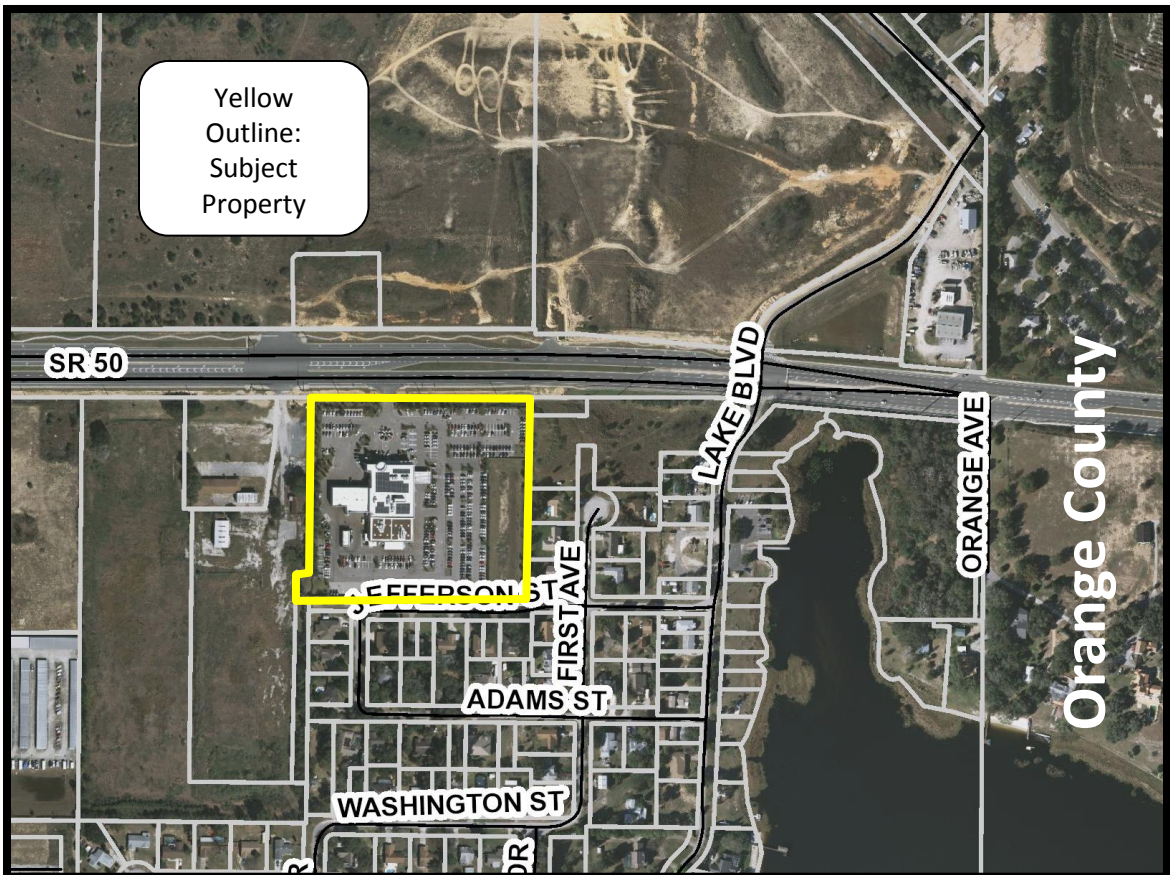
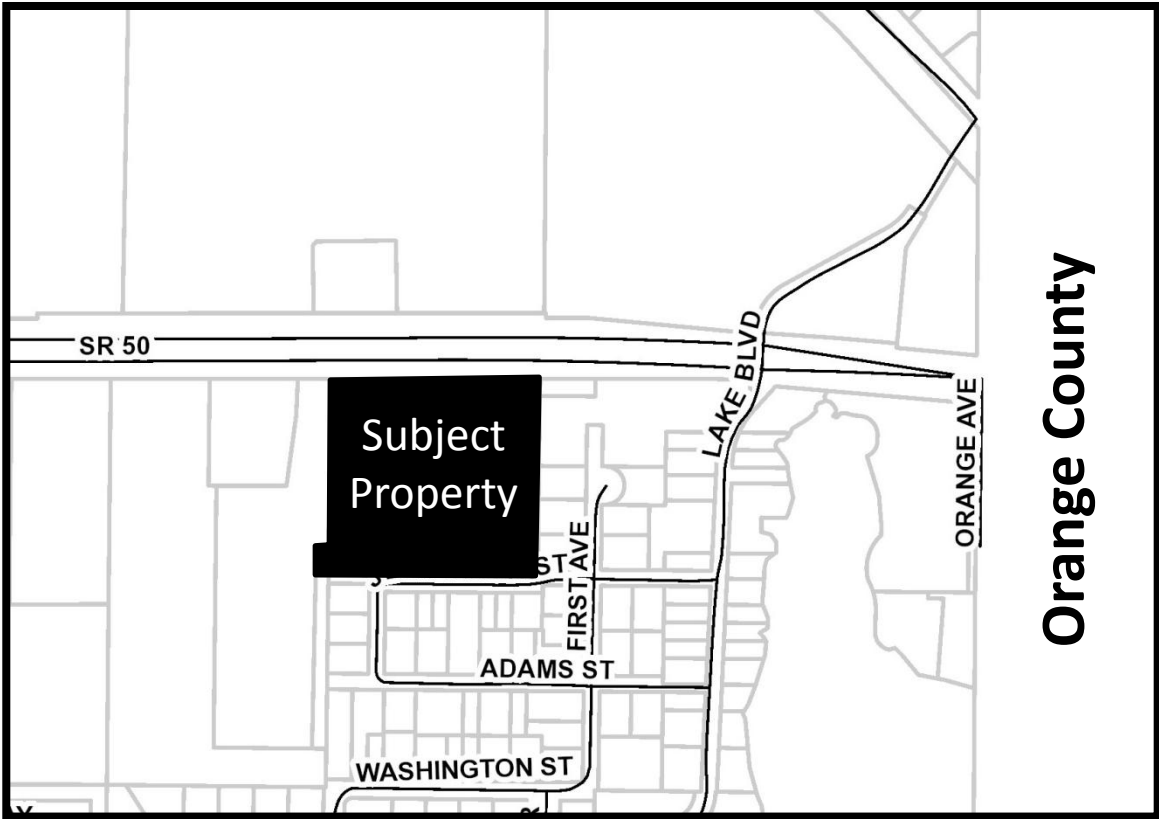


Exhibit – Future Land Use
Headquarter Honda

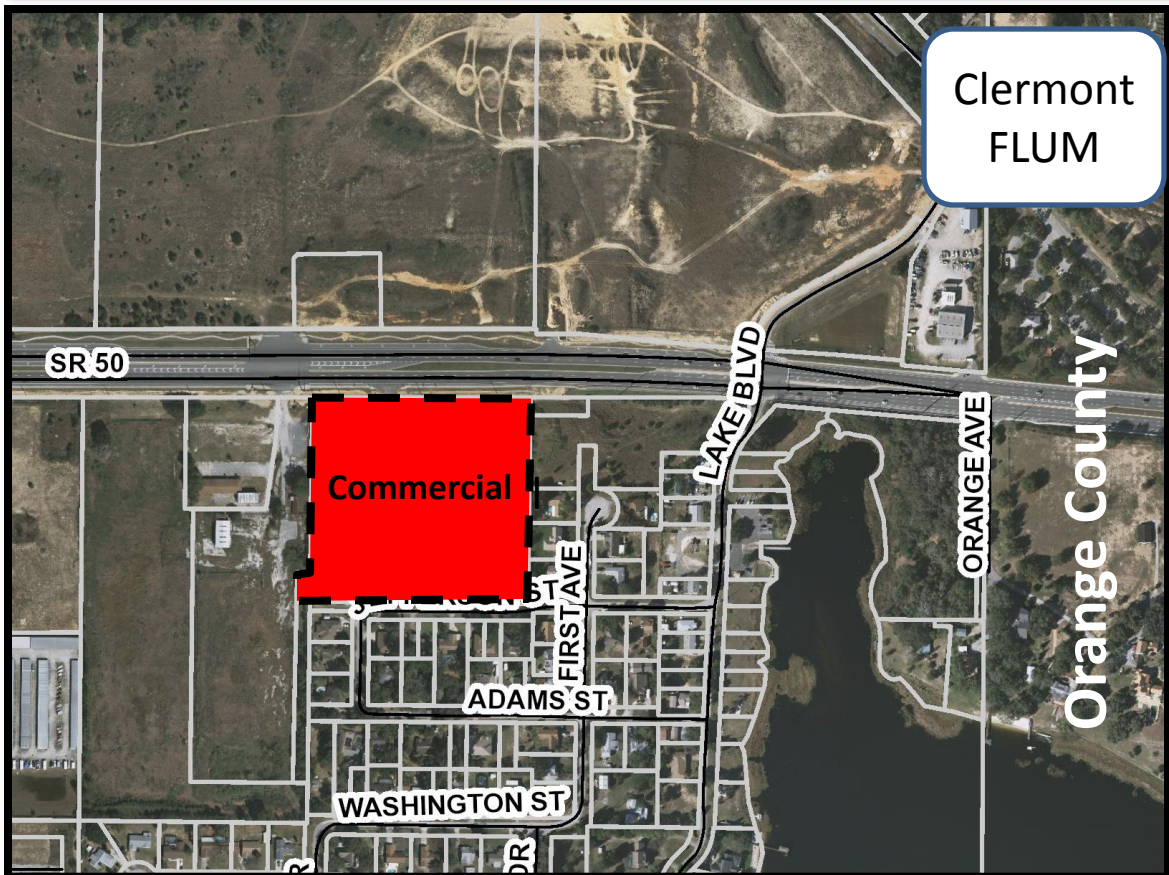
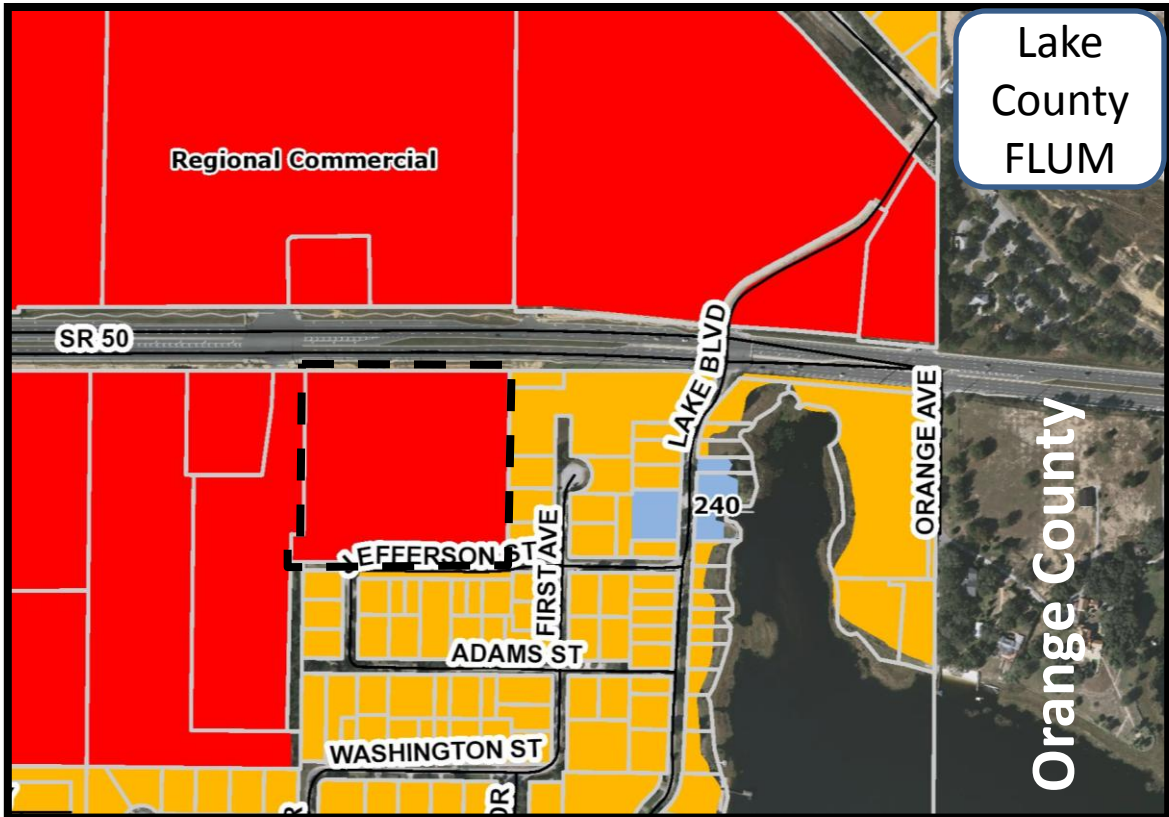
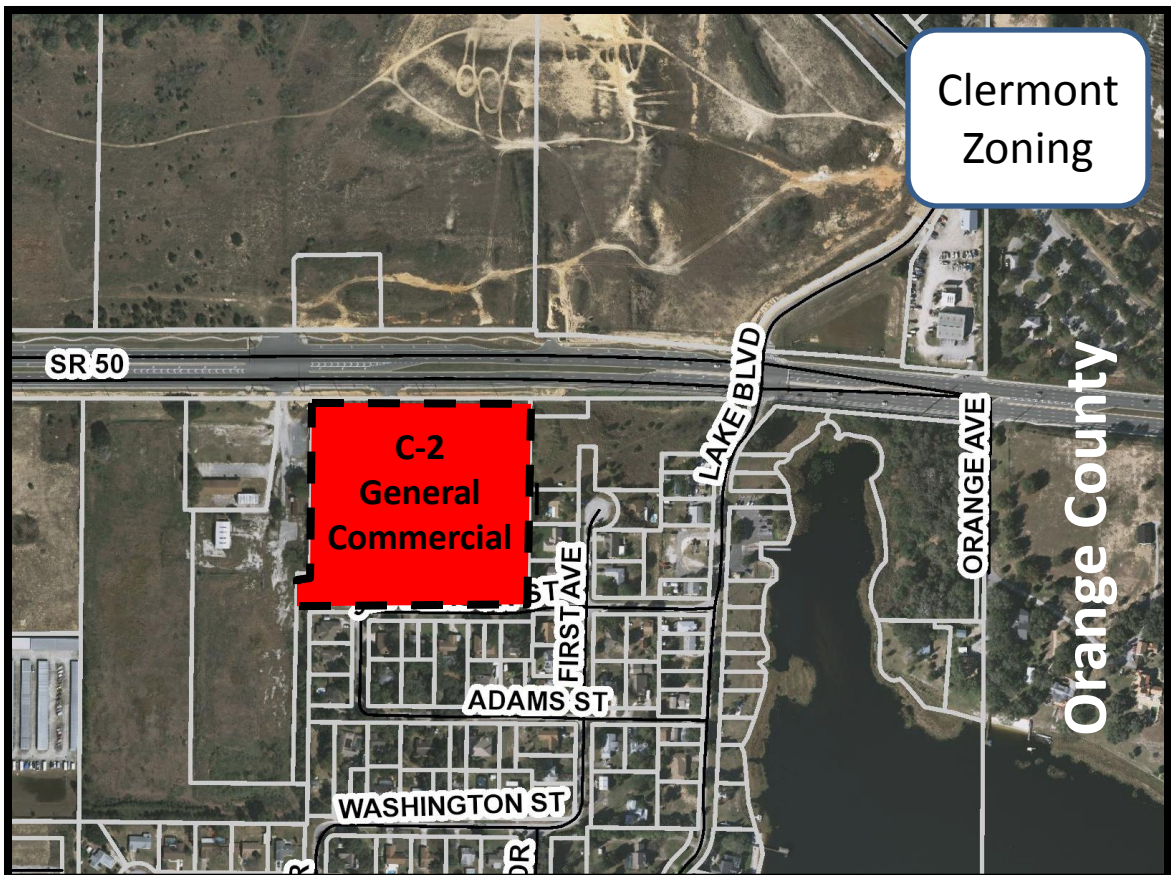


Exhibit – Zoning
Headquarter Honda



WATER & WASTEWATER SERVICE AGREEMENT

This document constitutes an agreement between the CITY of Clermont, hereby referred to as **CITY**, a municipality of the State of Florida, and Room 4, Inc. & Johns Lake Plaza Owners Association, and any successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is requesting service to a mixed use Planned Unit Development with single family residential, multi-family residential and commercial 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. The connection point or points will be those closest to the Property.
- 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. However, 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.
- 1.8 Turn lanes currently exist for the project, and the OWNER shall coordinate with FDOT, if necessary, concerning road widening
- 1.9 The existing utilities along State Road 50 must stay in service throughout construction. If in order for the existing utilities to remain in service 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 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.
- 1.12 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.13 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 1.7, 1.11 and 1.2 from the CITY in the form of Impact Fee Credits.
- 1.14 The Impact Fee Credits shall be established subject to Sections 1.7, 1.11 and 1.12 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.
- 1.15 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.

- 1.16 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees.
- 1.17 A 12-inch water main shall be constructed from the connection point at State Road 50 west of the project to the western property boundary of the site. The water main shall be located within a minimum 15-foot easement and not in the SR 50 right-of-way. The water main shall be constructed under SR 50 via jack and bore to connect to the future water main along the north side of SR50.
- 1.18 The point of sewer connection shall be coordinated with the existing utilities along State Road 50. The City will not accept ownership of utilities within the State Road 50 right-of-way
- 1.19 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.
- 1.20 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).

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 or subsequent amendments to this Agreement.

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) 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 administration/sales area (6,298 square feet). Accordingly, 32 customer parking spaces shall be provided at a minimum.
 - (b) Product Inventory Space Size. The product inventory and employee parking spaces shall be separated from customer parking spaces and may be nine feet by eighteen feet. Customer parking spaces will be ten feet by twenty feet.
 - (c) Parking areas in the non-customer locations located south of the service area drop off at the sales/service building may have one landscape island every 15 parking spaces. All other areas north of the drop off area shall maintain the required one landscape island every 10 parking spaces. The line establishing this distinction of locations for landscape islands is depicted on Sheet No. 1, Headquarter Honda Utility Agreement Exhibit prepared by Montverde Engineering, Inc. attached hereto as Exhibit C.

- (d) Building façade landscaping requirements may be reduced by up to 50% as consideration for OWNER'S use of a green wall and green roof over a portion of the OWNER improvements.

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

OWNERS

Room 4, Inc.
c/o Mr. Neil R. Britt
P.O. Box 651
Winter Garden, FL 34777-0098

Johns Lake Plaza Owners Association
c/o Mr. Neil R. Britt
P.O. Box 770098
Winter Garden, FL 43777-0098

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.

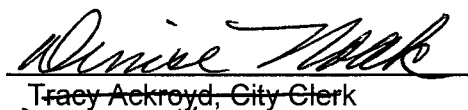
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through Harold S. Turville, Jr., Mayor.

DATED this 8TH day of July, 2008.

CITY OF CLERMONT

ATTEST:


Harold S. Turville Jr., Mayor


Tracy Ackroyd, City Clerk
Denise N. Ackroyd
Deputy City Clerk

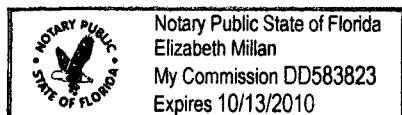
OWNER: Room 4, Inc. & Johns Lake Plaza Owners Association

Robert N. Britt Title: Pres.
Signature

ROBERT N. BRITT
Print Name
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 Robert N. Britt, as President of Room 4, Inc., 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 15 day of July, 2008.




Notary Public

1. USA Ability Agreement & Records Management Agreement Set

EXHIBIT "A"

PROPERTY DESCRIPTION

Owners:

Room 4, Inc.
&
Johns Lake Plaza Owners Association

Descriptions:

Johns Lake Plaza Sub Lot 1, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 2, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 3, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 4, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 5, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 6, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 7, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 8, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 9, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Tract A, Plat Book 55, Page 51-52

Total: Containing 9.345 acres, more or less.

Lake County Alternate Key Numbers:

3839973
3839976
3839977
3839979
3839980
3839981
3839982
3839983
3839984
3839985

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 **24th day of June, 2008**, between **Room 4, Inc. & Johns Lake Plaza Owners Association**, 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.

PROPERTY OWNER(S):
~~XXXXXXXXXXXX~~

WITNESSES

~~XXXXXX~~

~~Johns Lake Plaza Owners Association~~

PROPERTY OWNER(S)

~~XXXXXXXXXXXX~~

ROOM 4, Inc. &

JOHNS LAKE PLAZA OWNERS ASSOCIATION

~~XXXXXX~~

By: Elizabeth Millan
Signature

Elizabeth Millan

Type or print name

By: William N. Asma
Signature

William N. Asma

Type or print name

1. Robert N Britt
Signature

ROBERT N BRITT

Type or print name

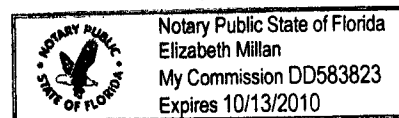
2. _____
Signature

Type or print name

STATE OF Florida
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this 15 day of July, 2008, by Robert Neil Britt, who is personally known to me or who has produced as identification and who did not take an oath.

SEAL:



Notary Public Elizabeth Millan Type/print name **Elizabeth Millan**

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:

Room 4, Inc.
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Johns Lake Plaza Sub Lot 1, Plat Book 55, Page 51-52
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Johns Lake Plaza Sub Lot 7, Plat Book 55, Page 51-52
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Johns Lake Plaza Sub Tract A, Plat Book 55, Page 51-52

Total: Containing 9.345 acres, more or less.

Lake County Alternate Key Numbers:

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Room 4, Inc. & Johns Lake Plaza Owners Association (Honda)

Aerial view:



The quality of this image
is equivalent to the quality
of the original document.

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 April 28, 2015 at 6:00 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2015-26

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:

Headquarter Honda
(Alternate Key 1037409)
17700 STATE ROAD 50

LEGAL DESCRIPTION

Johns Lake Plaza, Sub Lot 1, 2, 3, 4, 5, 6, 7, 8, 9 and Sub Tract A; PB 55, PG 51-52, Public Records of Lake County, Florida.

Containing 9.34 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
April 7, 2015 and April 14, 2015

Location Map:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 14, 2015		
Agenda Item Name		
Ordinance No. 2015-27; <i>Introduction</i> Headquarter Honda		
Requested Action		
Move to introduce Ordinance 2015-27.		
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 July 15, 2008. The property is improved and is receiving water and sewer services from the City of Clermont. The property, approximately 9.34 acres, has been developed as an auto dealership, Headquarter Honda. 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. Staff recommends approval of the future land use map amendment 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)		
1. Ordinance	CPA Ord. 2015-27.doc	
2. Maps	Headquarter Honda Maps.pdf	
3. Utility Agreement	Honda Utility Agreement.pdf	
4. Legal ad	CPA legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-27

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

Johns Lake Plaza, Sub Lot 1, 2, 3, 4, 5, 6, 7, 8, 9 and Sub Tract A; PB 55, PG 51-52, Public Records of Lake County, Florida.

Containing 9.34 acres, more or less

Alternate Key 1037409; 17700 State Road 50

CITY OF CLERMONT
ORDINANCE No. 2015-27

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.

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-27

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 28th day of April, 2015.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map
Headquarter Honda

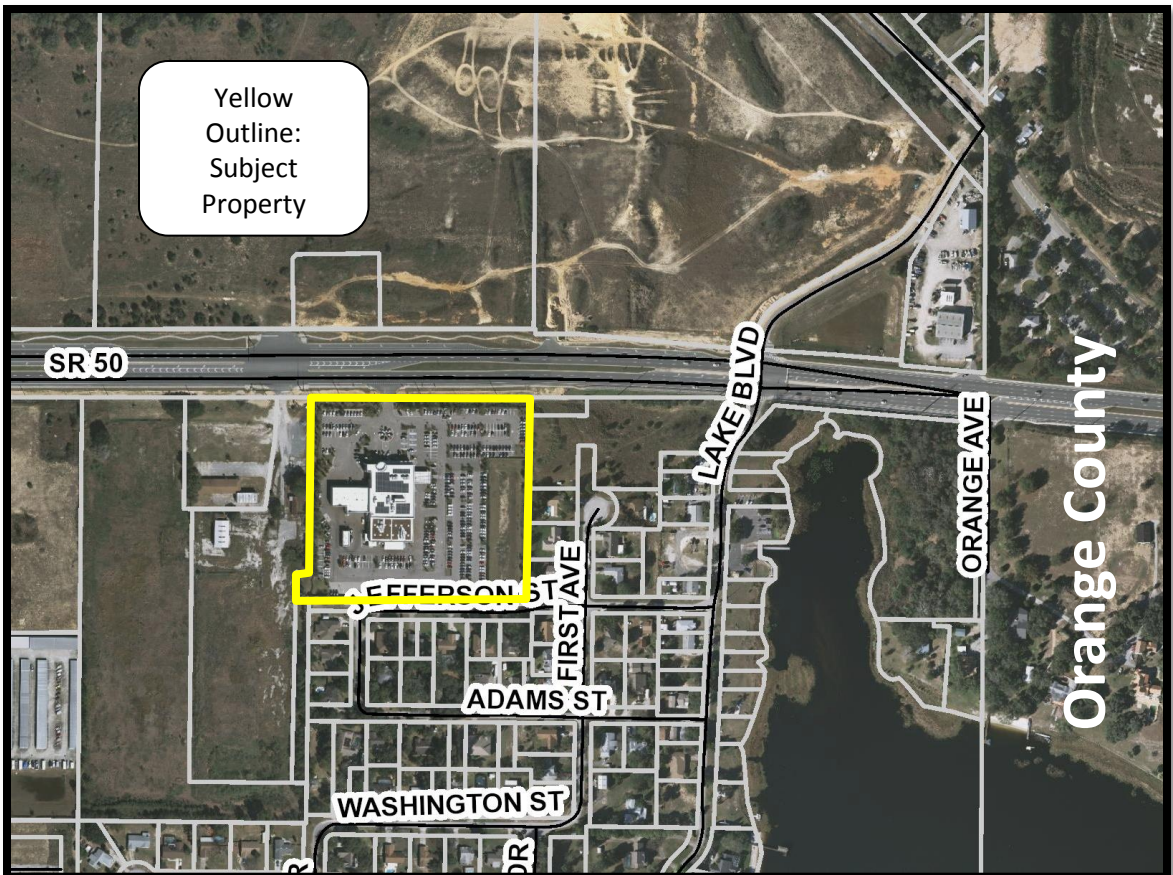
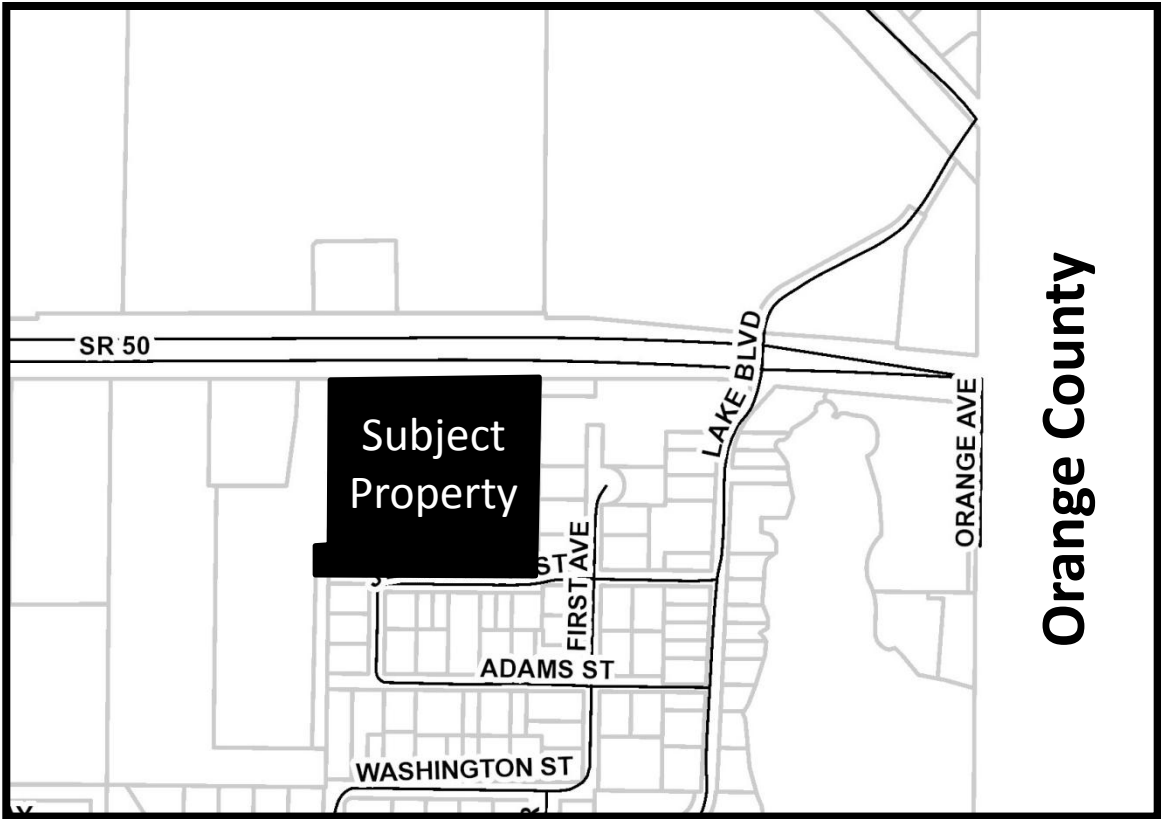


Exhibit – Future Land Use
Headquarter Honda

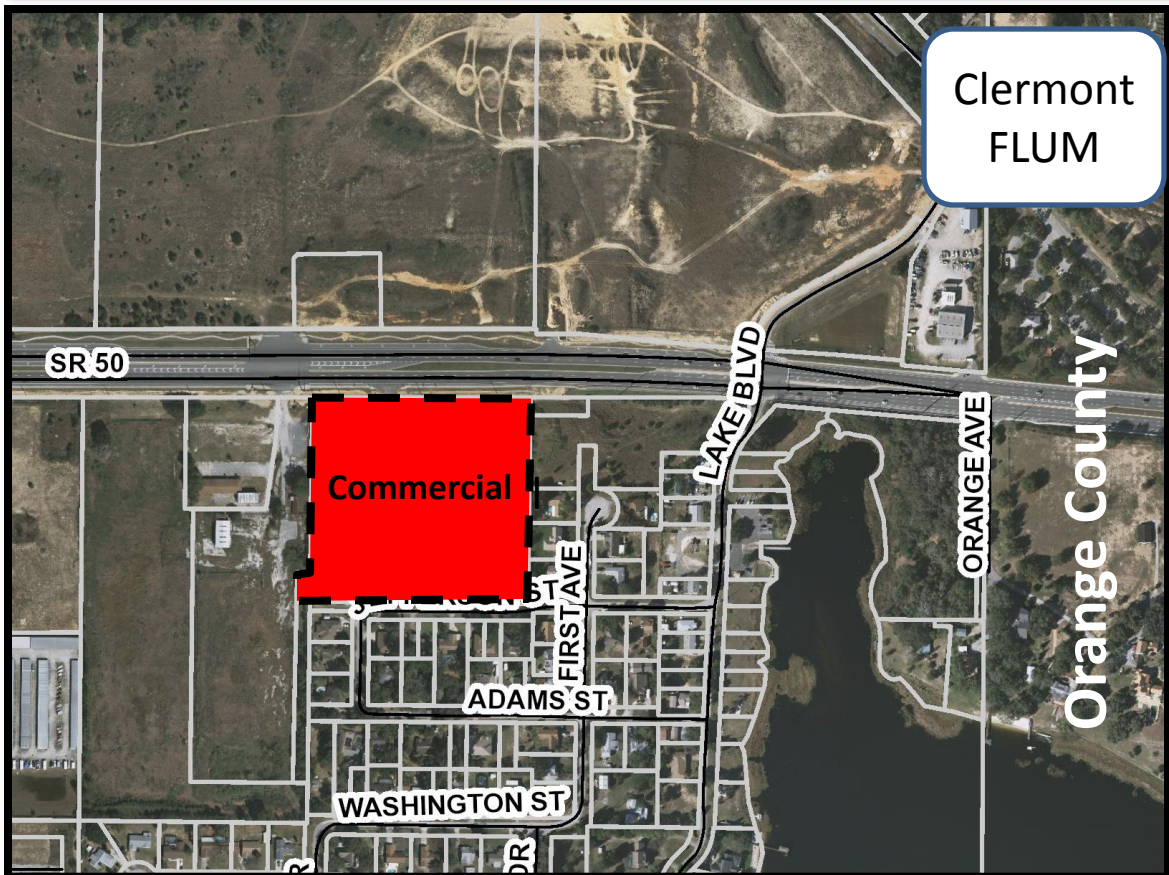
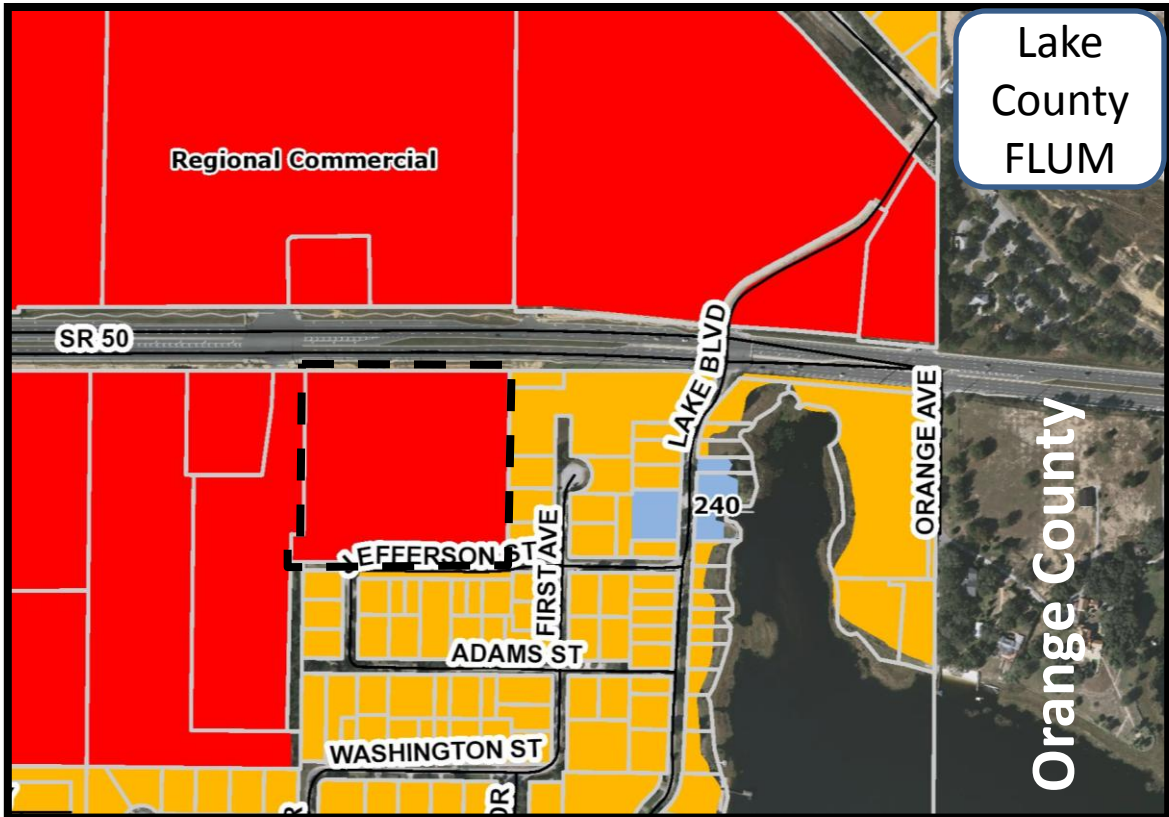
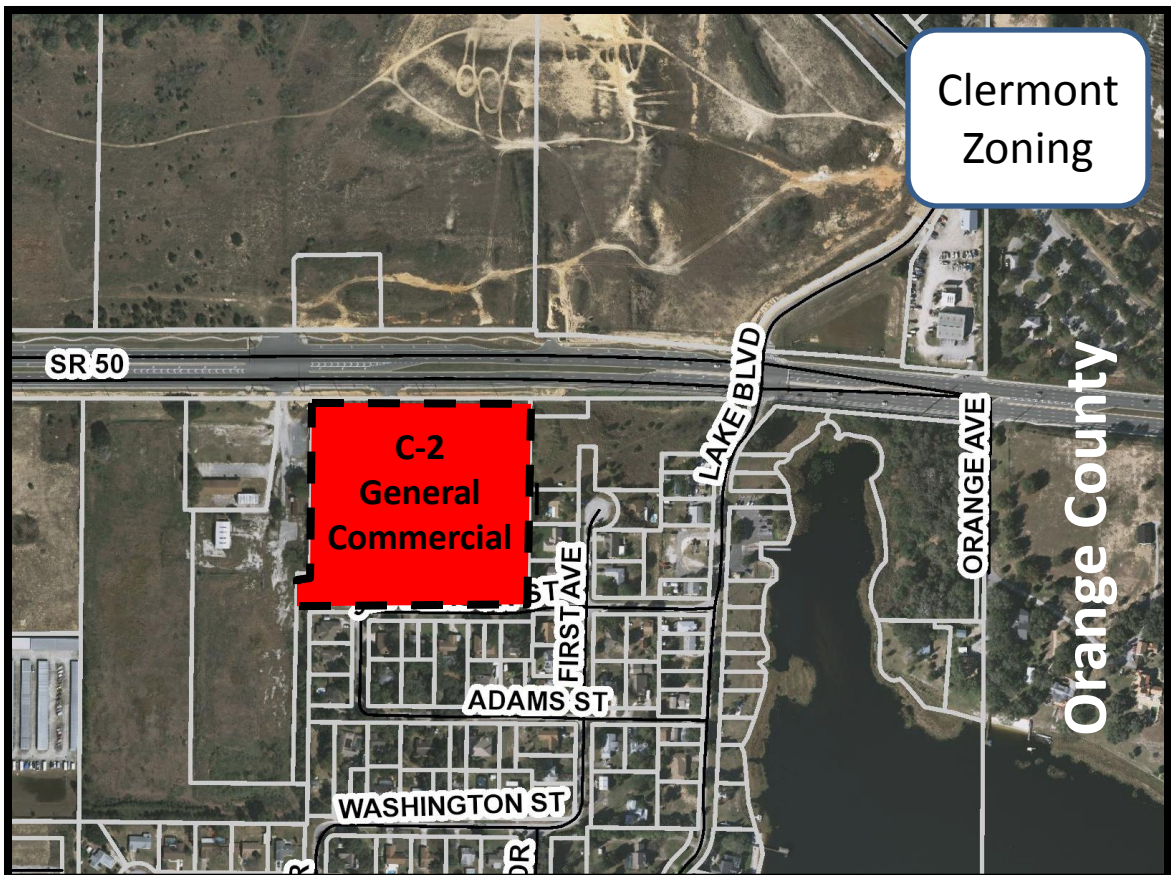


Exhibit – Zoning
Headquarter Honda



WATER & WASTEWATER SERVICE AGREEMENT

This document constitutes an agreement between the CITY of Clermont, hereby referred to as **CITY**, a municipality of the State of Florida, and Room 4, Inc. & Johns Lake Plaza Owners Association, and any successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is requesting service to a mixed use Planned Unit Development with single family residential, multi-family residential and commercial 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. The connection point or points will be those closest to the Property.
- 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. However, 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.
- 1.8 Turn lanes currently exist for the project, and the OWNER shall coordinate with FDOT, if necessary, concerning road widening
- 1.9 The existing utilities along State Road 50 must stay in service throughout construction. If in order for the existing utilities to remain in service 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 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.
- 1.12 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.13 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 1.7, 1.11 and 1.2 from the CITY in the form of Impact Fee Credits.
- 1.14 The Impact Fee Credits shall be established subject to Sections 1.7, 1.11 and 1.12 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.
- 1.15 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.

- 1.16 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees.
- 1.17 A 12-inch water main shall be constructed from the connection point at State Road 50 west of the project to the western property boundary of the site. The water main shall be located within a minimum 15-foot easement and not in the SR 50 right-of-way. The water main shall be constructed under SR 50 via jack and bore to connect to the future water main along the north side of SR50.
- 1.18 The point of sewer connection shall be coordinated with the existing utilities along State Road 50. The City will not accept ownership of utilities within the State Road 50 right-of-way
- 1.19 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.
- 1.20 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).

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 or subsequent amendments to this Agreement.

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) 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 administration/sales area (6,298 square feet). Accordingly, 32 customer parking spaces shall be provided at a minimum.
 - (b) Product Inventory Space Size. The product inventory and employee parking spaces shall be separated from customer parking spaces and may be nine feet by eighteen feet. Customer parking spaces will be ten feet by twenty feet.
 - (c) Parking areas in the non-customer locations located south of the service area drop off at the sales/service building may have one landscape island every 15 parking spaces. All other areas north of the drop off area shall maintain the required one landscape island every 10 parking spaces. The line establishing this distinction of locations for landscape islands is depicted on Sheet No. 1, Headquarter Honda Utility Agreement Exhibit prepared by Montverde Engineering, Inc. attached hereto as Exhibit C.

- (d) Building façade landscaping requirements may be reduced by up to 50% as consideration for OWNER'S use of a green wall and green roof over a portion of the OWNER improvements.

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

OWNERS

Room 4, Inc.
c/o Mr. Neil R. Britt
P.O. Box 651
Winter Garden, FL 34777-0098

Johns Lake Plaza Owners Association
c/o Mr. Neil R. Britt
P.O. Box 770098
Winter Garden, FL 43777-0098

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.

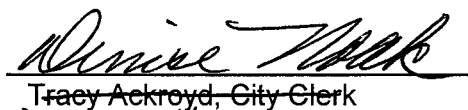
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through Harold S. Turville, Jr., Mayor.

DATED this 8TH day of July, 2008.

CITY OF CLERMONT

ATTEST:


Harold S. Turville Jr., Mayor


Tracy Ackroyd, City Clerk
Denise N. Ackroyd
Deputy City Clerk

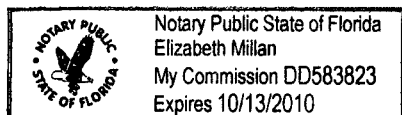
OWNER: Room 4, Inc. & Johns Lake Plaza Owners Association

Robert N. Britt Title: Pres.
Signature

ROBERT N. BRITT
Print Name
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 Robert N. Britt, as President of Room 4, Inc., 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 15 day of July, 2008.




Notary Public

1. USA Ability Agreement & Records Management Agreement Set

EXHIBIT "A"

PROPERTY DESCRIPTION

Owners:

Room 4, Inc.
&
Johns Lake Plaza Owners Association

Descriptions:

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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 **24th day of June, 2008**, between **Room 4, Inc. & Johns Lake Plaza Owners Association**, 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.

PROPERTY OWNER(S):
~~XXXXXXXXXXXX~~

WITNESSES

~~XXXXXX~~

~~Johns Lake Plaza Owners Association~~

PROPERTY OWNER(S)

~~XXXXXXXXXXXX~~

ROOM 4, Inc. &

JOHNS LAKE PLAZA OWNERS ASSOCIATION

~~XXXXXX~~

By: Elizabeth Millan
Signature

Elizabeth Millan

Type or print name

By: William N. Asma
Signature

William N. Asma

Type or print name

1. Robert N Britt
Signature

ROBERT N BRITT

Type or print name

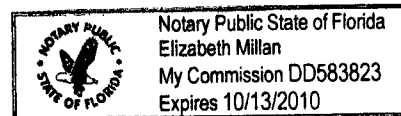
2. _____
Signature

Type or print name

STATE OF Florida
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this 15 day of July, 2008, by Robert Neil Britt, who is personally known to me or who has produced as identification and who did not take an oath.

SEAL:



Notary Public Elizabeth Millan Type/print name **Elizabeth Millan**

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"

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Room 4, Inc. & Johns Lake Plaza Owners Association (Honda)

Aerial view:



The quality of this image
is equivalent to the quality
of the original document.

CITY OF CLERMONT

NOTICE OF PROPOSED LAND USE CHANGE

Small-Scale Comprehensive Plan Amendment

ORDINANCE NO. 2015-27

The City of Clermont will hold public hearings Tuesday, April 7, 2015 at 6:30 p.m. before the Planning and Zoning Commission; Tuesday, April 14, 2015 at 6:30 p.m. (1st reading of the adoption ordinance) and Tuesday, April 28, 2015 (final reading of the adoption ordinance) at 6:00 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 9.34 +/-acre parcel below from Lake County Regional Commercial to Commercial. Alternate Key 1037409.



Location: 17700 SR 50; Headquarter Honda

Ordinance #2015-27:

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 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.

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
March 24, 2015 and April 14, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date														
Tuesday, April 14, 2015														
Agenda Item Name														
Ordinance No. 2015-28; <i>Introduction</i> Headquarter Honda														
Requested Action														
Move to introduce Ordinance 2015-28.														
Staff Report														
This administrative request is being heard concurrently with requests for annexation and a Small 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 July 15, 2008. The property is improved and is receiving water and sewer services from the City. The property, approximately 9.34 acres, has been developed as an auto dealership, Headquarter Honda. 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)														
<table border="0"><tr><td>1.</td><td>Ordinance</td><td>REZ ORD 2015-28.doc</td></tr><tr><td>2.</td><td>Maps</td><td>Headquarter Honda Maps.pdf</td></tr><tr><td>3.</td><td>Utility Agreement</td><td>Honda Utility Agreement.pdf</td></tr><tr><td>4.</td><td>Legal ad</td><td>REZ legal ad.docx</td></tr></table>			1.	Ordinance	REZ ORD 2015-28.doc	2.	Maps	Headquarter Honda Maps.pdf	3.	Utility Agreement	Honda Utility Agreement.pdf	4.	Legal ad	REZ legal ad.docx
1.	Ordinance	REZ ORD 2015-28.doc												
2.	Maps	Headquarter Honda Maps.pdf												
3.	Utility Agreement	Honda Utility Agreement.pdf												
4.	Legal ad	REZ legal ad.docx												

CITY OF CLERMONT
ORDINANCE No. 2015-28

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

Johns Lake Plaza, Sub Lot 1, 2, 3, 4, 5, 6, 7, 8, 9 and Sub Tract A; PB 55, PG 51-52, Public Records of Lake County, Florida.

Containing 9.34 acres, more or less

Alternate Key 1037409; 17700 State Road 50

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. 2015-28



CITY OF CLERMONT
ORDINANCE No. 2015-28

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map
Headquarter Honda

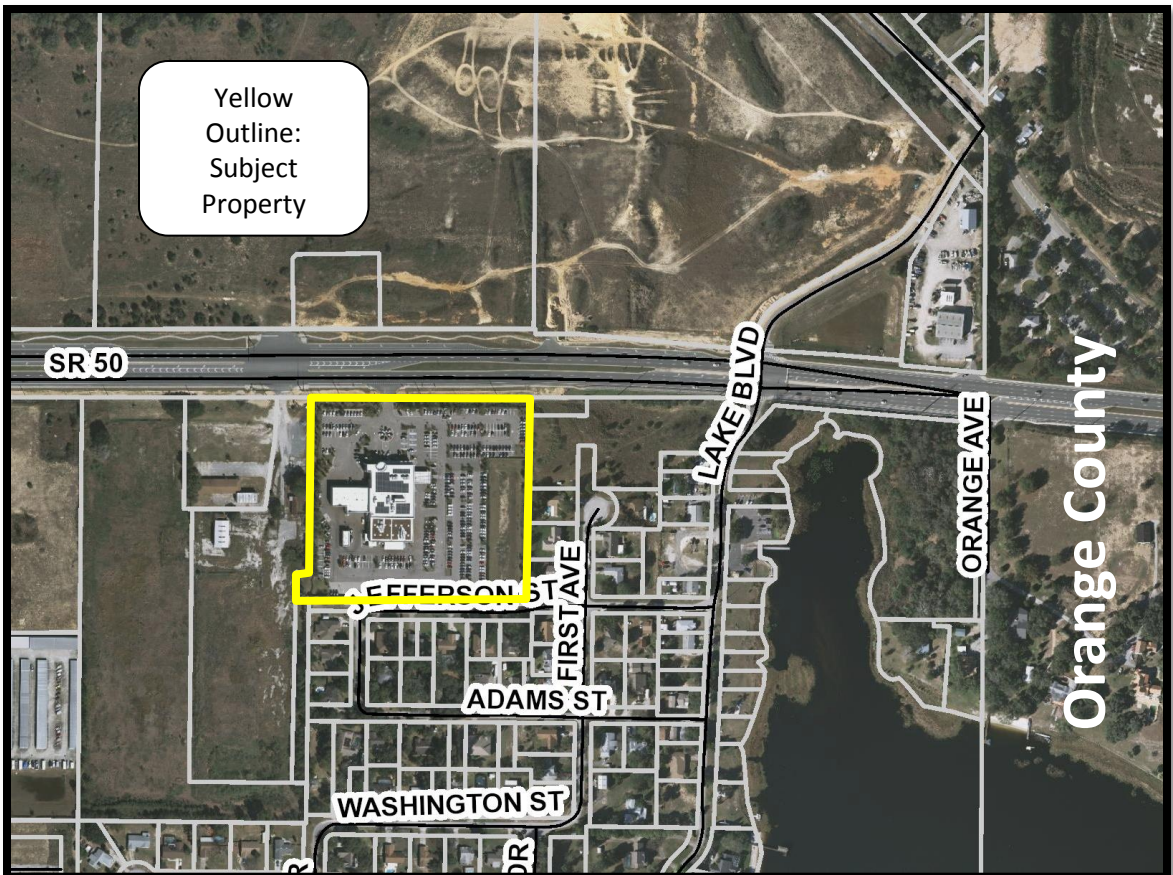
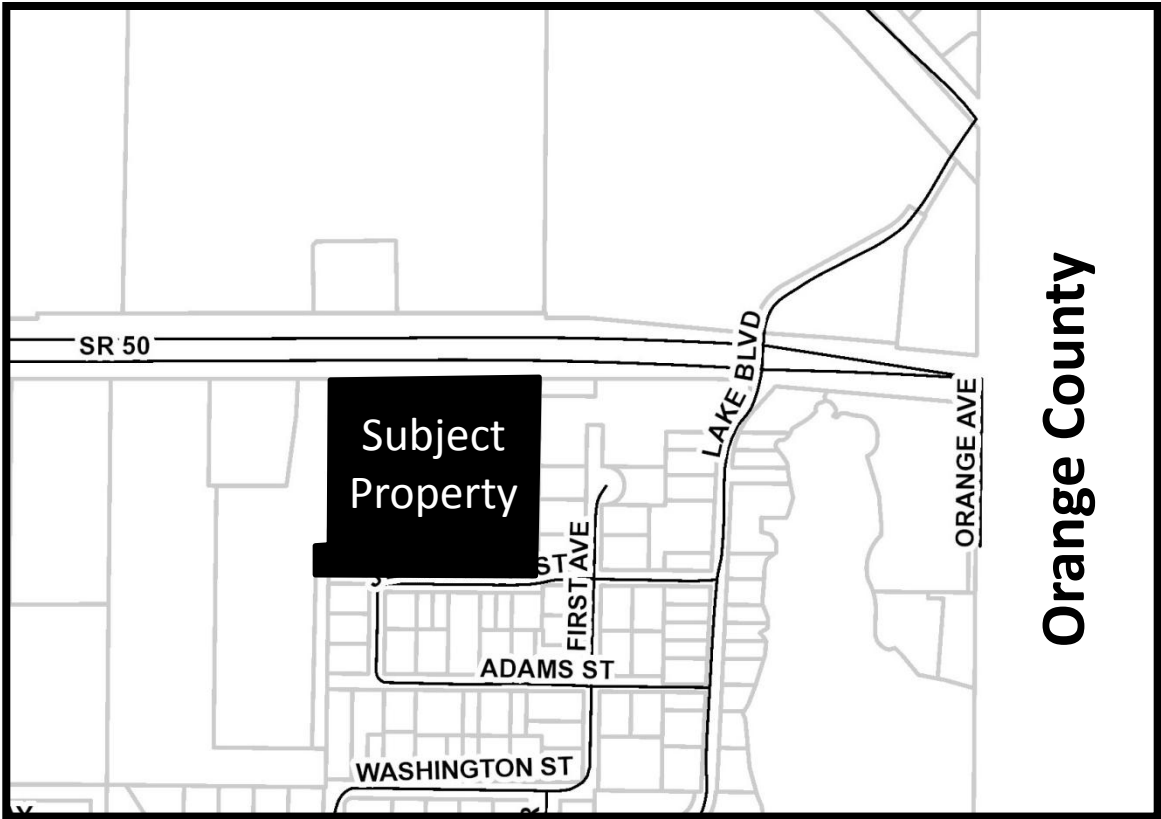


Exhibit – Future Land Use
Headquarter Honda

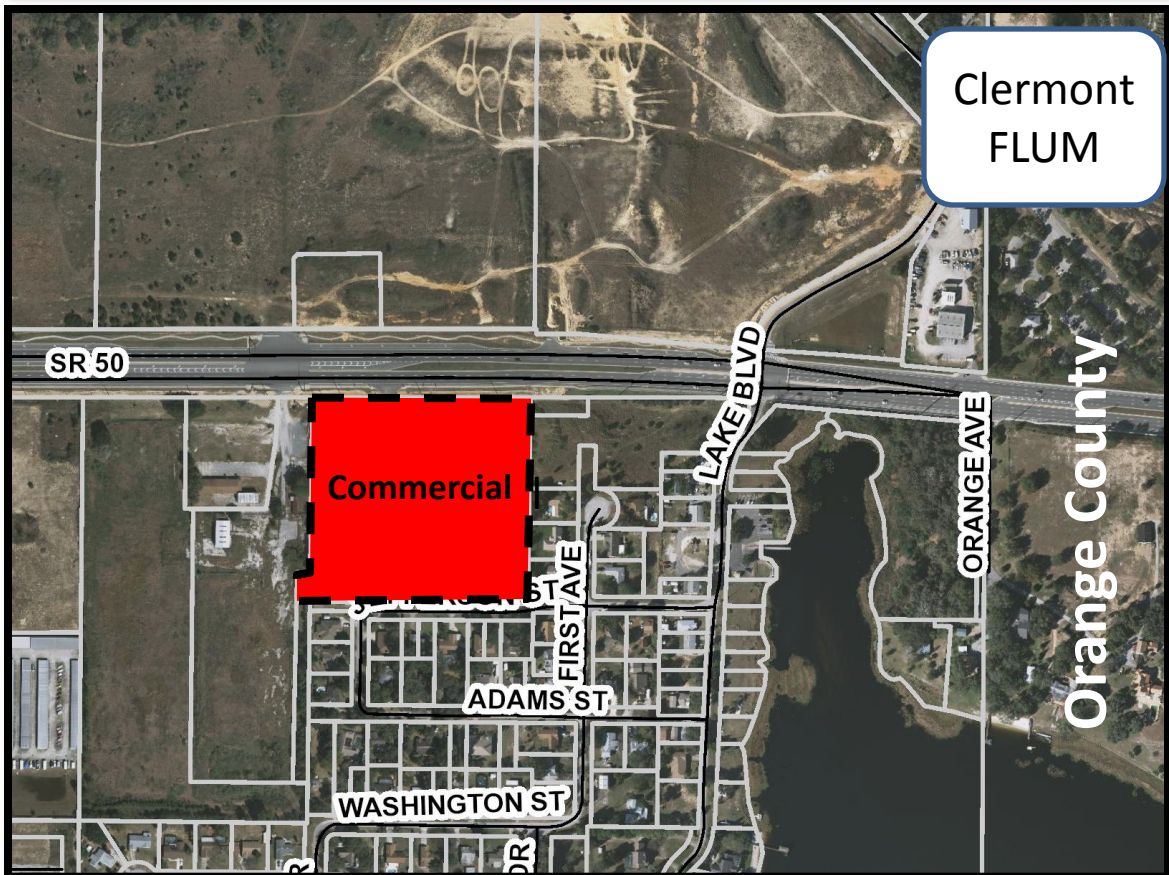
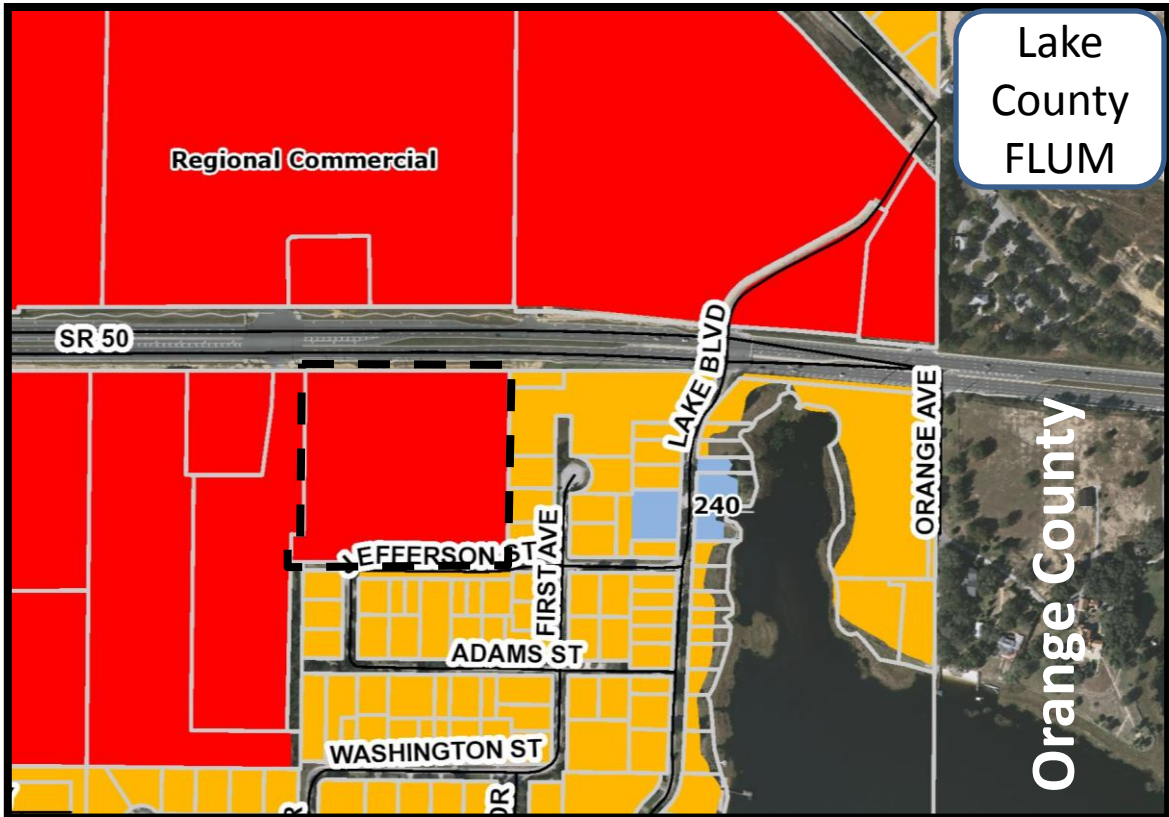
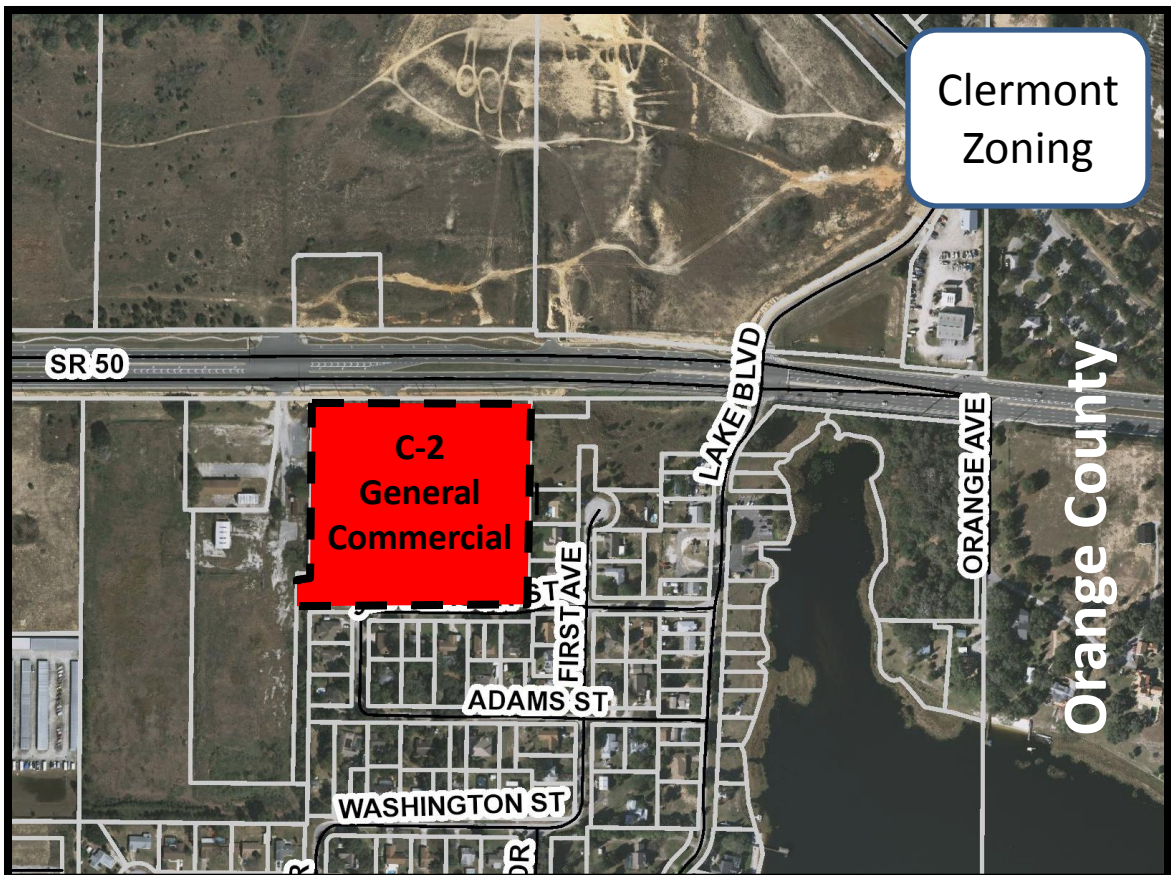


Exhibit – Zoning
Headquarter Honda



WATER & WASTEWATER SERVICE AGREEMENT

This document constitutes an agreement between the CITY of Clermont, hereby referred to as **CITY**, a municipality of the State of Florida, and Room 4, Inc. & Johns Lake Plaza Owners Association, and any successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is requesting service to a mixed use Planned Unit Development with single family residential, multi-family residential and commercial 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. The connection point or points will be those closest to the Property.
- 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. However, 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.
- 1.8 Turn lanes currently exist for the project, and the OWNER shall coordinate with FDOT, if necessary, concerning road widening
- 1.9 The existing utilities along State Road 50 must stay in service throughout construction. If in order for the existing utilities to remain in service 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 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.
- 1.12 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.13 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 1.7, 1.11 and 1.2 from the CITY in the form of Impact Fee Credits.
- 1.14 The Impact Fee Credits shall be established subject to Sections 1.7, 1.11 and 1.12 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.
- 1.15 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.

- 1.16 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees.
- 1.17 A 12-inch water main shall be constructed from the connection point at State Road 50 west of the project to the western property boundary of the site. The water main shall be located within a minimum 15-foot easement and not in the SR 50 right-of-way. The water main shall be constructed under SR 50 via jack and bore to connect to the future water main along the north side of SR50.
- 1.18 The point of sewer connection shall be coordinated with the existing utilities along State Road 50. The City will not accept ownership of utilities within the State Road 50 right-of-way
- 1.19 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.
- 1.20 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).

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 or subsequent amendments to this Agreement.

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) 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 administration/sales area (6,298 square feet). Accordingly, 32 customer parking spaces shall be provided at a minimum.
 - (b) Product Inventory Space Size. The product inventory and employee parking spaces shall be separated from customer parking spaces and may be nine feet by eighteen feet. Customer parking spaces will be ten feet by twenty feet.
 - (c) Parking areas in the non-customer locations located south of the service area drop off at the sales/service building may have one landscape island every 15 parking spaces. All other areas north of the drop off area shall maintain the required one landscape island every 10 parking spaces. The line establishing this distinction of locations for landscape islands is depicted on Sheet No. 1, Headquarter Honda Utility Agreement Exhibit prepared by Montverde Engineering, Inc. attached hereto as Exhibit C.

- (d) Building façade landscaping requirements may be reduced by up to 50% as consideration for OWNER'S use of a green wall and green roof over a portion of the OWNER improvements.

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

OWNERS

Room 4, Inc.
c/o Mr. Neil R. Britt
P.O. Box 651
Winter Garden, FL 34777-0098

Johns Lake Plaza Owners Association
c/o Mr. Neil R. Britt
P.O. Box 770098
Winter Garden, FL 43777-0098

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.

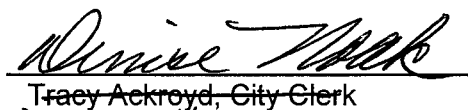
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through Harold S. Turville, Jr., Mayor.

DATED this 8TH day of July, 2008.

CITY OF CLERMONT

ATTEST:


Harold S. Turville Jr., Mayor


Tracy Ackroyd, City Clerk
Denise N. Ackroyd
Deputy City Clerk

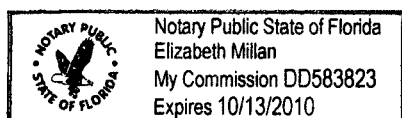
OWNER: Room 4, Inc. & Johns Lake Plaza Owners Association

Robert N. Britt Title: Pres.
Signature

ROBERT N. BRITT
Print Name
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 Robert N. Britt, as President of Room 4, Inc., 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 15 day of July, 2008.




Notary Public

1. USA Ability Agreement & Records Management Agreement Set

EXHIBIT "A"

PROPERTY DESCRIPTION

Owners:

Room 4, Inc.
&
Johns Lake Plaza Owners Association

Descriptions:

Johns Lake Plaza Sub Lot 1, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 2, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 3, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 4, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 5, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 6, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 7, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 8, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 9, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Tract A, Plat Book 55, Page 51-52

Total: Containing 9.345 acres, more or less.

Lake County Alternate Key Numbers:

3839973
3839976
3839977
3839979
3839980
3839981
3839982
3839983
3839984
3839985

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 **24th day of June, 2008**, between **Room 4, Inc. & Johns Lake Plaza Owners Association**, 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.

PROPERTY OWNER(S):
~~XXXXXXXXXXXX~~

WITNESSES

~~XXXXXX~~

~~Johns Lake Plaza Owners Association~~

PROPERTY OWNER(S)

~~XXXXXXXXXXXX~~

ROOM 4, Inc. &

JOHNS LAKE PLAZA OWNERS ASSOCIATION

~~XXXXXX~~

By: Elizabeth Millan
Signature

Elizabeth Millan

Type or print name

By: William N. Asma
Signature

William N. Asma

Type or print name

1. Robert N Britt
Signature

ROBERT N BRITT

Type or print name

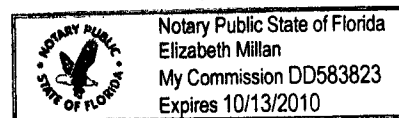
2. _____
Signature

Type or print name

STATE OF Florida
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this 15 day of July, 2008, by Robert Neil Britt, who is personally known to me or who has produced as identification and who did not take an oath.

SEAL:



Notary Public Elizabeth Millan Type/print name **Elizabeth Millan**

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:

Room 4, Inc.
&
Johns Lake Plaza Owners Association

Descriptions:

Johns Lake Plaza Sub Lot 1, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 2, Plat Book 55, Page 51-52
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Johns Lake Plaza Sub Lot 7, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 8, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 9, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Tract A, Plat Book 55, Page 51-52

Total: Containing 9.345 acres, more or less.

Lake County Alternate Key Numbers:

3839973
3839976
3839977
3839979
3839980
3839981
3839982
3839983
3839984
3839985

Room 4, Inc. & Johns Lake Plaza Owners Association (Honda)

Aerial view:



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is equivalent to the quality
of the original document.

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. 2015-28

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

Headquarter Honda
(Alternate Key 1037409)
17700 STATE ROAD 50

LEGAL DESCRIPTION

Johns Lake Plaza, Sub Lot 1, 2, 3, 4, 5, 6, 7, 8, 9 and Sub Tract A; PB 55, PG 51-52, Public Records of Lake County, Florida.

Containing 9.34 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, April 7, 2015 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, April 28, 2015 at 6:00 p.m. for final enactment.

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

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

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
March 31, 2015 and April 14, 2015

Location map:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 14, 2015		
Agenda Item Name		
Ordinance No. 2015-29; <i>Introduction</i> Napleton Clermont and Lake County Sheriff's Office <i>Withdrawn</i>		
Requested Action		
Move to introduce Ordinance 2015-29.		
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 agreement with the City was executed on April 22, 2003. The property is improved and is receiving water and sewer services from the City. The property, approximately 11.2 acres, has been developed as an auto dealership, Napleton Clermont Chrysler Jeep Dodge, and the Lake County Sheriff's South Lake Annex. 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 2015-29.doc	
2. Maps	Napleton Clermont Maps.pdf	
3. Utility Agreement	Napleton Utility Agreement.pdf	
4. Legal ad	ANN legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-29

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 April 22, 2003; 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 and make part of its corporate boundaries; the following described property, to-wit:

Legal Description

A parcel of land located in the northeast $\frac{1}{4}$, Section 27, Township 22 south, Range 26 east, Lake County Florida, more particularly described as follows:

Commencing at the north $\frac{1}{4}$ corner of said section 27; thence south 89°13'47" east along the north line of said northeast $\frac{1}{4}$ a distance of 1340.20 feet to a point on the east line of Greater Hills, Phase I, as recorded in PB 30, PG 42, of the official records of Lake County, Florida; thence leaving the north line of said northeast $\frac{1}{4}$ south 0°07'47" west along the east line of said Greater Hills Phase I, a distance of 693.79 feet to a point on the northerly right-of-way line of the former ACL RR (50 foot right-of-way), said point also being the point of beginning:

CITY OF CLERMONT
ORDINANCE No. 2015-29

Thence leaving the east line of said Greater Hills, Phase I, southeasterly along a non-tangent curve to the left, being also along the northerly right-of-way line of said ACL RR, an arc distance of 797.21 feet (said curve having a radius of 1422.00 feet, a delta angle of 32°07'17", and a chord bearing and distance of south 83°22'38" east 786.81 feet) to a point; thence continuing along the northerly right-of-way line of said ACL RR north 80°34'55" east a distance of 498.07 feet to a point on the east line of said northeast ¼ thence leaving the northerly right-of-way line of said ACL RR south 0°05'07" west along the east line of said northeast ¼ a distance of 454.55 feet to a point on the northerly right-of-way line of State Route 50 (variable right-of-way); thence leaving the east line of said northeast ¼ north 89°23'48" west along the northerly right-of-way line of said State Route 50, a distance of 80.74 feet to a point; thence continuing along the northerly right-of-way line of said State Route 50, north 0°36'12" east a distance of 18.00 feet to a point; thence continuing along the northerly right-of-way line of said State Route 50, north 89°23'48" west a distance of 800.00 feet to a point; thence continuing along the northerly right-of-way line of said State Route 50, south 0°36'12" west a distance of 18.00 to a point; thence continuing along the northerly right-of-way line of said State Route 50, north 89°23'48" west a distance of 412.59 feet to a point on the east line of said Greater Hills, Phase I; thence leaving the northerly right-of-way line of said State Road 50, north 0°07'47" east along the east line of said Greater Hills, Phase I, a distance of 450.39 feet to the point of beginning.

Containing 11.2 acres, more or less

Alternate Keys 3815486 and 3329198; 15855 and 15859 State Road 50

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.

CITY OF CLERMONT
ORDINANCE No. 2015-29

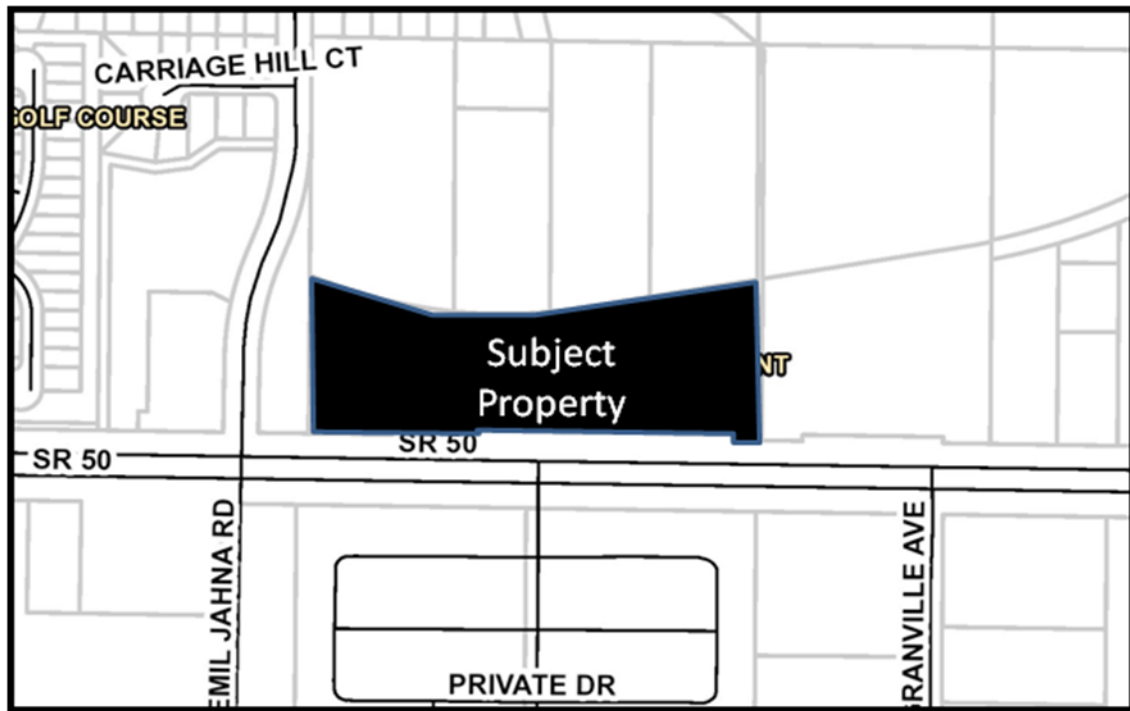
SECTION 5.

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. 2015-29

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th day of April, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map
Napleton Clermont/Sheriff's Annex

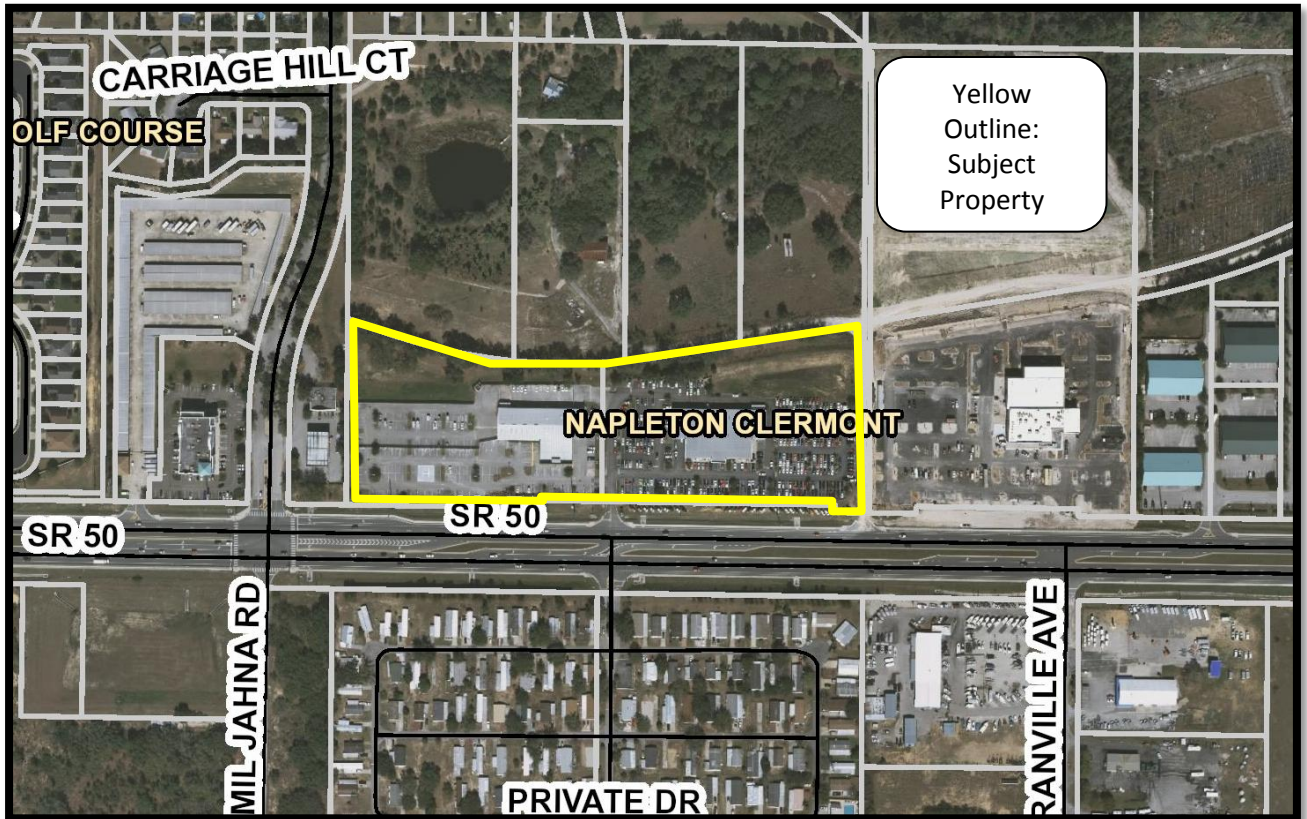
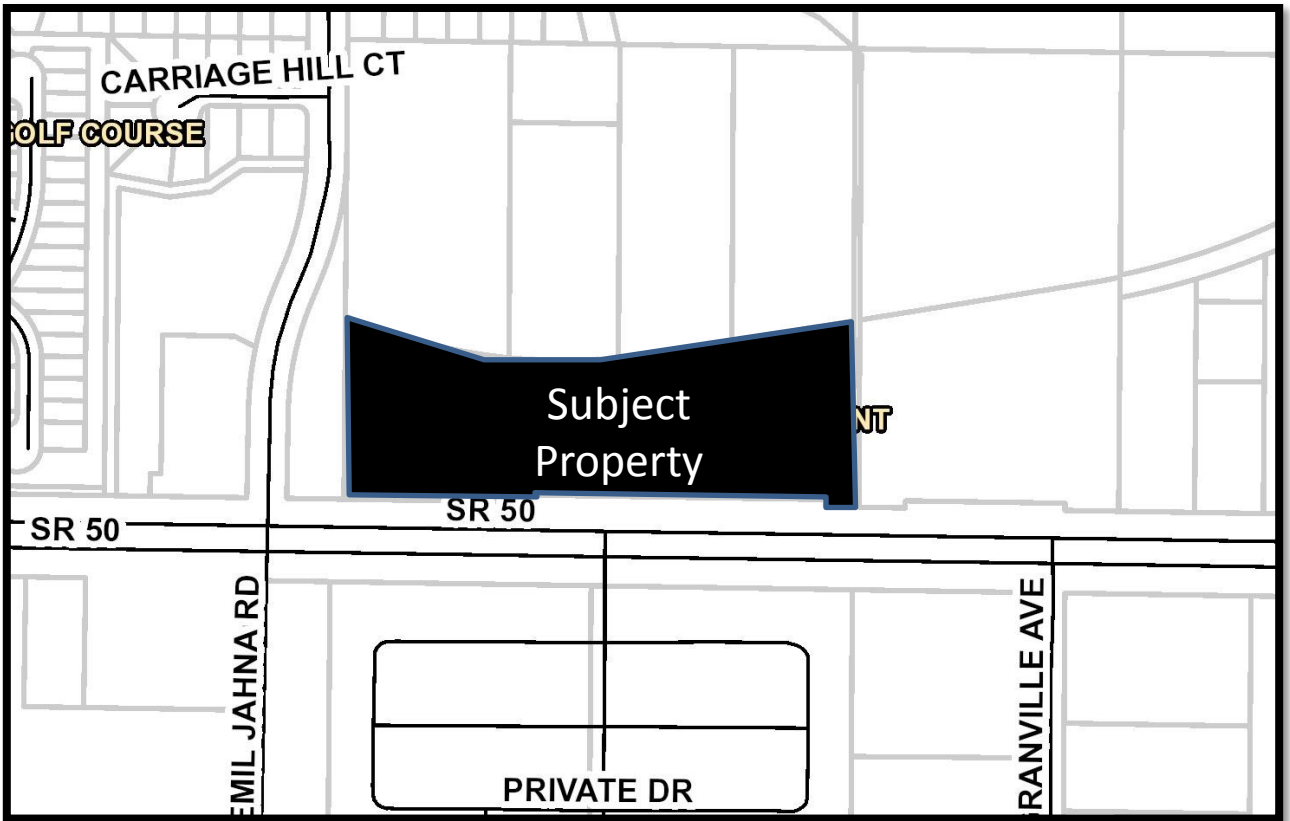


Exhibit – Future Land Use
Napleton Clermont/Sheriff's Annex

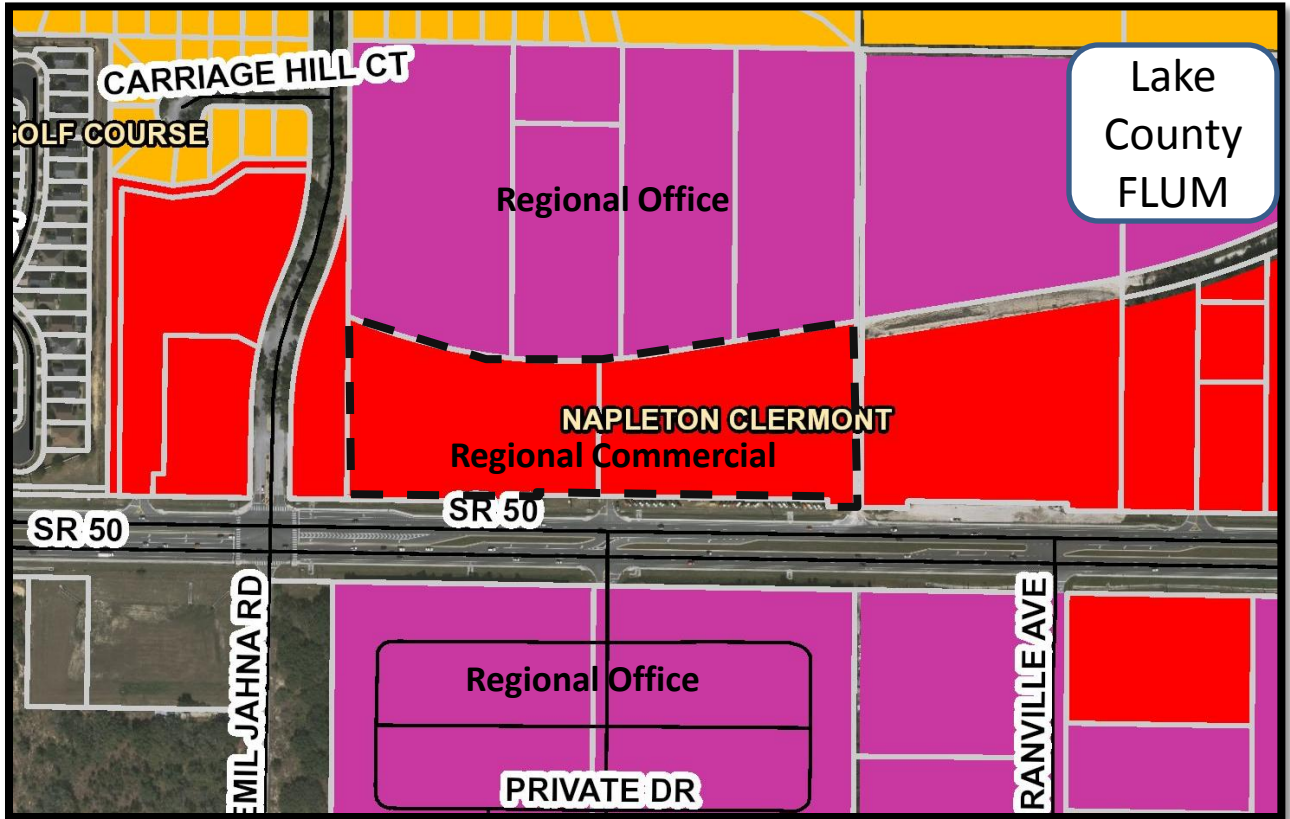
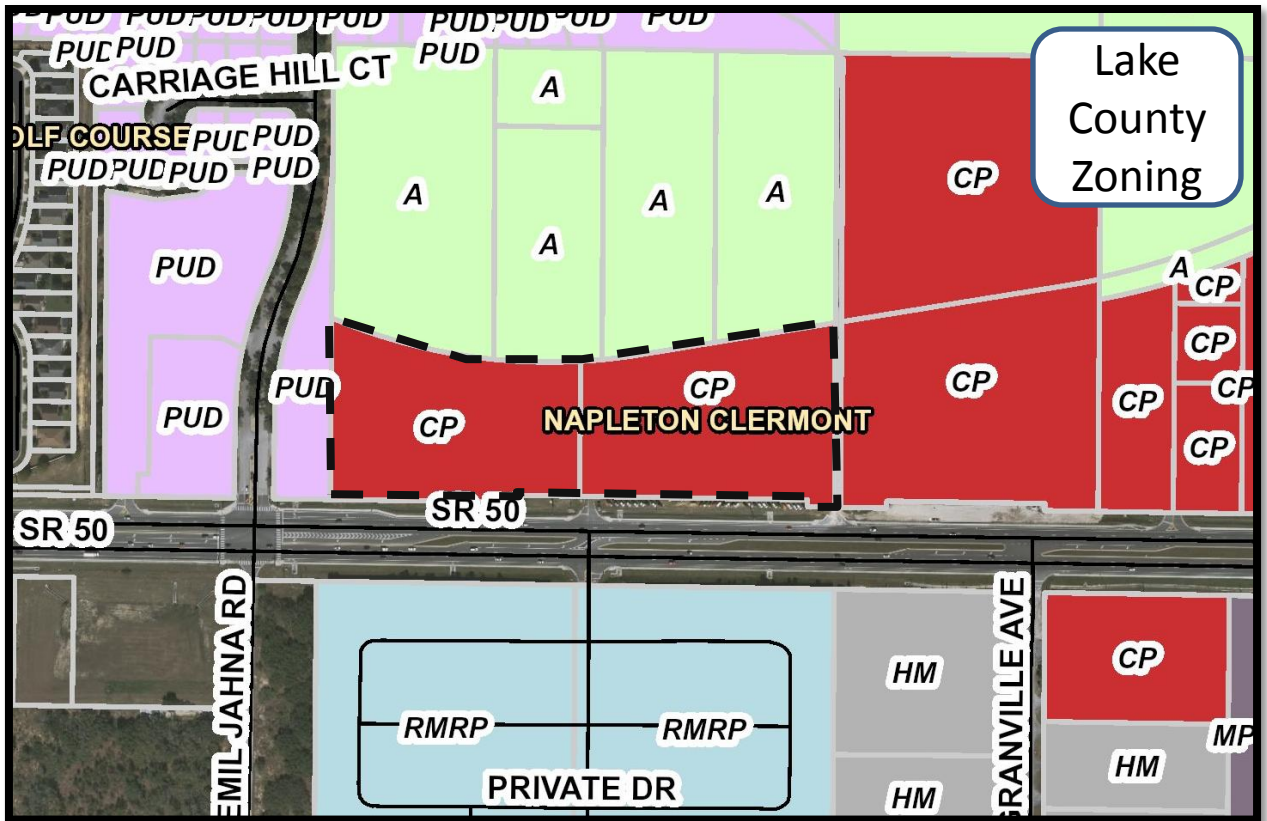


Exhibit – Zoning
Napleton Clermont/Sheriff's Annex



4/22/03

WATER & WASTEWATER SERVICE AGREEMENT

This document constitutes an agreement between the CITY of Clermont, hereby referred to as CITY, a municipality of the State of Florida, and Beeline Development, Inc. and its successors or assigns, hereby referred to as OWNER.

WITNESSETH

Whereas, OWNER is proposing to develop property (the "Property") located as 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 to meet 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 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 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.
- 1.9 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. The CITY shall review and either approve or reject the costs.
- 1.10 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.11 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 1.9 from the CITY in the form of Impact Fee Credits.
- 1.12 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.
- 1.13 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but should be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

Section 2. DEVELOPMENT STANDARDS

The project shall be developed according to the CITY Land Development Regulations unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.

Section 3. ANNEXATION

- 3.1 Owner agrees that CITY may annex the Property into the City of Clermont if CITY chooses to do so. All land transfers will contain a deed restriction or covenant noting the existence of this requirement to annex, such restriction to be recorded as a covenant to run with the land.
- 3.2 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 4. 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 5. 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

Scott Sumner, Agent
Beeline Development, Inc.
P.O. Box 608
Ocala, FL 34478-0608

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 Mayor and OWNER through Scott Sumner as Agent of Beeline Development, Inc.

DATED this 22 day of April, 2003.

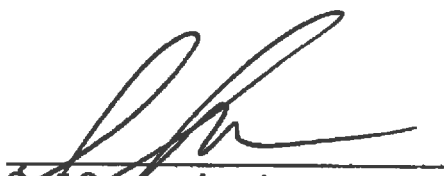
CITY OF CLERMONT

ATTEST:


Harold S. Turville, Jr., Mayor


Joseph E. Van Zile, City Clerk

OWNER


Scott Sumner, Agent

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Scott Sumner, Agent of Beeline Development, Inc., who provided identification in the form of Id. Sumner-Lucas 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 16 day of April, 2003.

Jane Warren
Notary Public



Jane Warren
My Commission DD133313
Expires August 18, 2003

ATTACHMENT 'A'

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4, SECTION 27, T22S, R25E, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 27; THENCE S89°13'47"E ALONG THE NORTH LINE OF SAID NE 1/4, A DISTANCE OF 1340.20 FEET TO A POINT ON THE EAST LINE OF GREATER HILLS, PHASE 1, AS RECORDED IN PLAT BOOK 30, PAGE 42, OF THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA; THENCE LEAVING THE NORTH LINE OF SAID NORTHEAST 1/4, S0°07'47"W ALONG THE EAST LINE OF SAID GREATER HILLS, PHASE 1, A DISTANCE OF 693.79 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE FORMER ATLANTIC COAST LINE RAILROAD (50 FOOT RIGHT OF WAY), SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE LEAVING THE EAST LINE OF SAID GREATER HILLS, PHASE 1, SOUTHEASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT, BEING ALSO ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, AN ARC DISTANCE OF 797.21 FEET (SAID CURVE HAVING A RADIUS OF 1422.00 FEET, A DELTA ANGLE OF 32°07'17", AND A CHORD BEARING AND DISTANCE OF S83°22'38"E, 786.81 FEET) TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, N80°34'55"E A DISTANCE OF 498.07 FEET TO A POINT ON THE EAST LINE OF SAID NE 1/4; THENCE LEAVING THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, S0°05'07"W ALONG THE EAST LINE OF SAID NE 1/4 A DISTANCE OF 454.55 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROUTE 50 (VARIABLE RIGHT OF WAY); THENCE LEAVING THE EAST LINE OF SAID NE 1/4, N89°23'48"W ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, A DISTANCE OF 80.74 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N0°36'12"E A DISTANCE OF 18.00 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N89°23'48"W A DISTANCE OF 800.00 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, S0°36'12"W A DISTANCE OF 18.00 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N89°23'48"W A DISTANCE OF 412.59 FEET TO A POINT ON THE EAST LINE OF SAID GREATER HILLS, PHASE 1; THENCE LEAVING THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N0°07'47"E ALONG THE EAST LINE OF SAID GREATER HILLS, PHASE 1, A DISTANCE OF 460.39 FEET TO THE POINT OF BEGINNING.

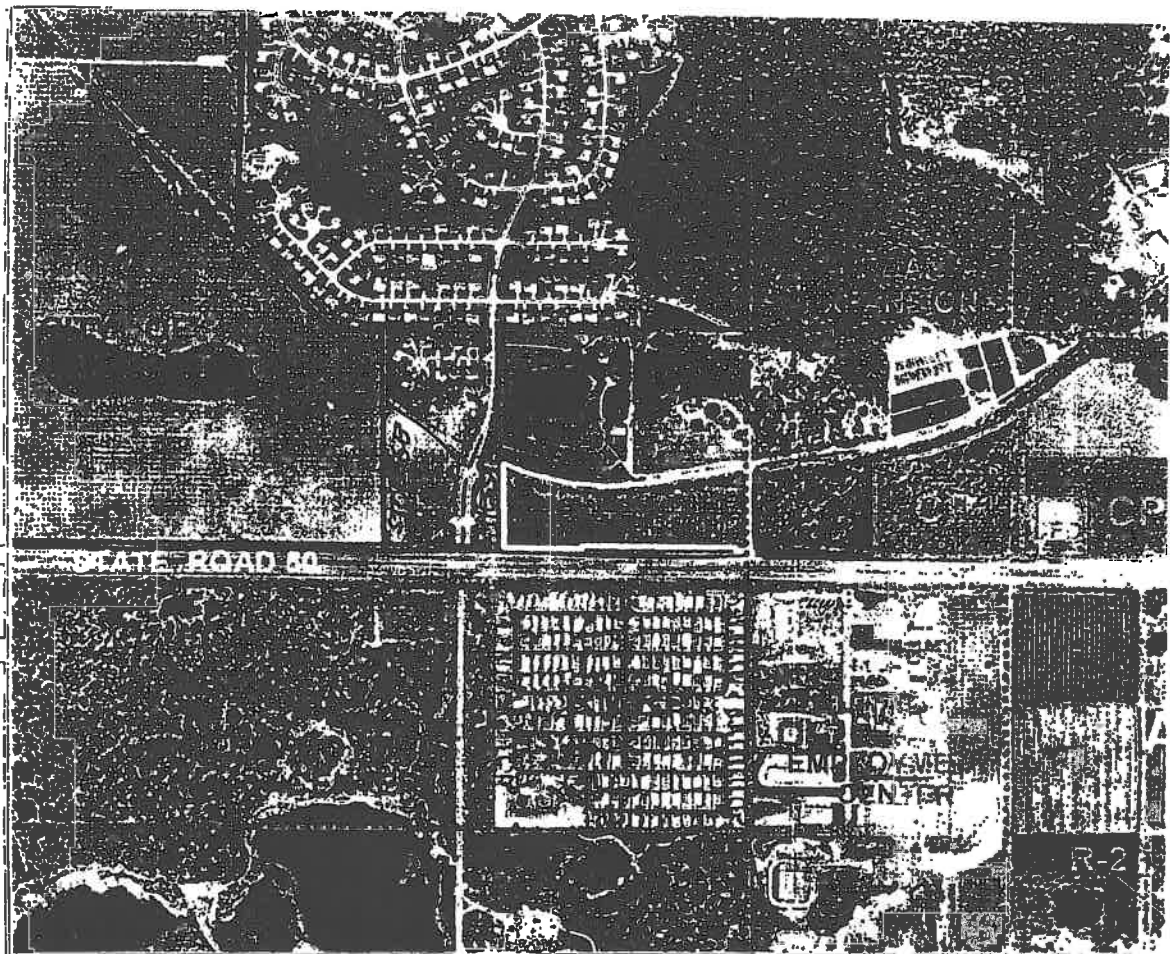
SAID PARCEL CONTAINS 11.2718 ACRES OF LAND MORE OR LESS.



AM 135

SUBJECT
PARCEL

CASE LOCATION
27-22-26



FOSGATE/ CLERMONT AUTO SALES

800 0 800 1600 Feet

PH #64-01-2

A to MP
w/LM use

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 April 28, 2015 at 6:00 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2015-29

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:

Lake County Sheriff's Office and Napleton Clermont
(Alternate Keys 3815486 and 3329198)
15855 and 15859 STATE ROAD 50

LEGAL DESCRIPTION

A parcel of land located in the northeast $\frac{1}{4}$, Section 27, Township 22 south, Range 26 east, Lake County Florida, more particularly described as follows:

Commencing at the north $\frac{1}{4}$ corner of said section 27; thence south $89^{\circ}13'47''$ east along the north line of said northeast $\frac{1}{4}$ a distance of 1340.20 feet to a point on the east line of Greater Hills, Phase I, as recorded in PB 30, PG 42, of the official records of Lake County, Florida; thence leaving the north line of said northeast $\frac{1}{4}$ south $0^{\circ}07'47''$ west along the east line of said Greater Hills Phase I, a distance of 693.79 feet to a point on the northerly right-of-way line of the former ACL RR (50 foot right-of-way), said point also being the point of beginning:

Thence leaving the east line of said Greater Hills, Phase I, southeasterly along a non-tangent curve to the left, being also along the northerly right-of-way line of said ACL RR, an arc distance of 797.21 feet (said curve having a radius of 1422.00 feet, a delta angle of $32^{\circ}07'17''$, and a chord bearing and distance of south $83^{\circ}22'38''$ east 786.81 feet) to a point; thence continuing along the northerly right-of-way line of said ACL RR north $80^{\circ}34'55''$ east a distance of 498.07 feet to a point on the east line of said northeast $\frac{1}{4}$ thence leaving the northerly right-of-way line of said ACL RR south $0^{\circ}05'07''$ west along the east line of said northeast $\frac{1}{4}$ a distance of 454.55 feet to a point on the northerly right-of-way line of State Route 50 (variable right-of-way); thence leaving the east line of said northeast $\frac{1}{4}$ north $89^{\circ}23'48''$ west along the northerly right-of-way line of said State Route 50, a distance of 80.74 feet to a point; thence continuing along the northerly right-of-way line of said State Route 50, north $0^{\circ}36'12''$ east a distance of 18.00 feet to a point; thence continuing along the northerly right-of-way line of said State Route 50, north $89^{\circ}23'48''$ west a distance of 800.00 feet to a point; thence continuing along the northerly right-of-way line of said State Route 50, south $0^{\circ}36'12''$ west a distance of

18.00 to a point; thence continuing along the northerly right-of-way line of said State Route 50, north 89°23'48" west a distance of 412.59 feet to a point on the east line of said Greater Hills, Phase I; thence leaving the northerly right-of-way line of said State Road 50, north 0°07'47" east along the east line of said Greater Hills, Phase I, a distance of 450.39 feet to the point of beginning.

Containing 11.2 acres, more or less

See Map Below

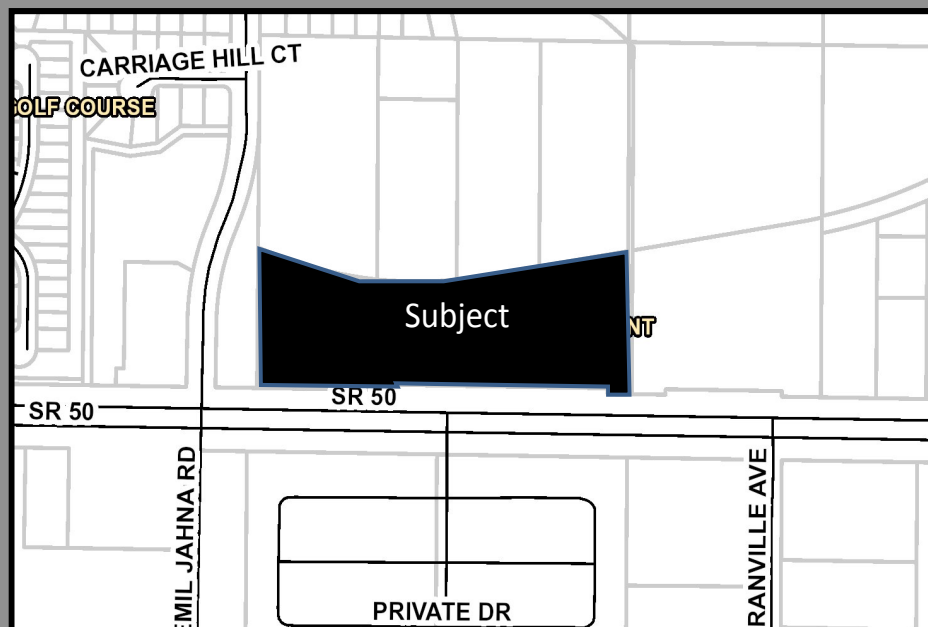
This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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
April 7, 2015 and April 14, 2015

Location Map:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 14, 2015		
Agenda Item Name		
Ordinance No. 2015-30; <i>Introduction</i> Napleton Clermont and Lake County Sheriff's Office <i>Withdrawn</i>		
Requested Action		
Move to introduce Ordinance 2015-30 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 agreement with the City was executed on April 22, 2003. The property is improved and is receiving water and sewer services from the City of Clermont. The property, approximately 11.2 acres, has been developed as an auto dealership, Napleton Clermont Chrysler Jeep Dodge, and the Lake County Sheriff's South Lake Annex. 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 June. 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)		
1. Ordinance	CPA ORD 2015-30.doc	
2. Maps	Napleton Clermont Maps.pdf	
3. Utility Agreement	Napleton Utility Agreement.pdf	

4. Legal ad

CPA Ad.docx

CITY OF CLERMONT
ORDINANCE No. 2015-30

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

A parcel of land located in the northeast $\frac{1}{4}$, Section 27, Township 22 south, Range 26 east, Lake County Florida, more particularly described as follows:

Commencing at the north $\frac{1}{4}$ corner of said section 27; thence south 89°13'47" east along the north line of said northeast $\frac{1}{4}$ a distance of 1340.20 feet to a point on the east line of Greater Hills, Phase I, as recorded in PB 30, PG 42, of the official records of Lake

CITY OF CLERMONT
ORDINANCE No. 2015-30

County, Florida; thence leaving the north line of said northeast ¼ south 0o07'47" west along the east line of said Greater Hills Phase I, a distance of 693.79 feet to a point on the northerly right-of-way line of the former ACL RR (50 foot right-of-way), said point also being the point of beginning:

Thence leaving the east line of said Greater Hills, Phase I, southeasterly along a non-tangent curve to the left, being also along the northerly right-of-way line of said ACL RR, an arc distance of 797.21 feet (said curve having a radius of 1422.00 feet, a delta angle of 32o07'17", and a chord bearing and distance of south 83o22'38" east 786.81 feet) to a point; thence continuing along the northerly right-of-way line of said ACL RR north 80o34'55" east a distance of 498.07 feet to a point on the east line of said northeast ¼ thence leaving the northerly right-of-way line of said ACL RR south 0o05'07" west along the east line of said northeast ¼ a distance of 454.55 feet to a point on the northerly right-of-way line of State Route 50 (variable right-of-way); thence leaving the east line of said northeast ¼ north 89o23'48" west along the northerly right-of-way line of said State Route 50, a distance of 80.74 feet to a point; thence continuing along the northerly right-of-way line of said State Route 50, north 0o36'12" east a distance of 18.00 feet to a point; thence continuing along the northerly right-of-way line of said State Route 50, north 89o23'48" west a distance of 800.00 feet to a point; thence continuing along the northerly right-of-way line of said State Route 50, south 0o36'12" west a distance of 18.00 to a point; thence continuing along the northerly right-of-way line of said State Route 50, north 89o23'48" west a distance of 412.59 feet to a point on the east line of said Greater Hills, Phase I; thence leaving the northerly right-of-way line of said State Road 50, north 0o07'47" east along the east line of said Greater Hills, Phase I, a distance of 450.39 feet to the point of beginning.

Containing 11.2 acres, more or less

Alternate Keys 3815486 and 3329198; 15855 and 15859 State Road 50

**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.

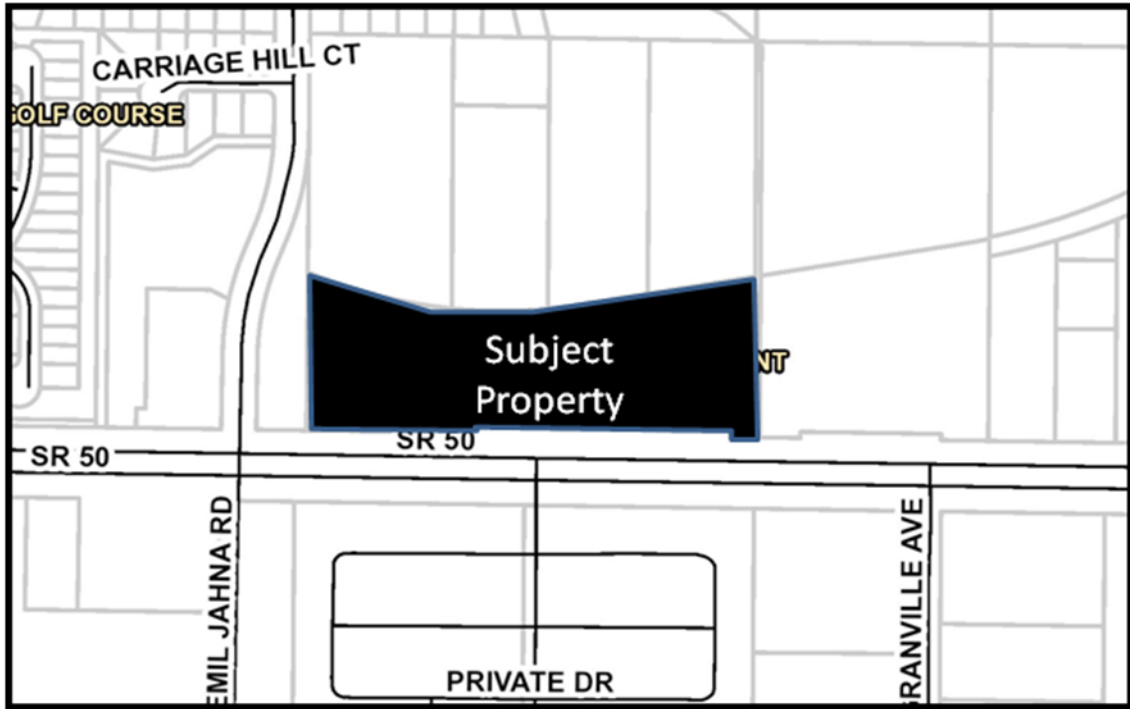
All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

CITY OF CLERMONT
ORDINANCE No. 2015-30

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. 2015-30

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 23rd day of June, 2015.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map
Napleton Clermont/Sheriff's Annex

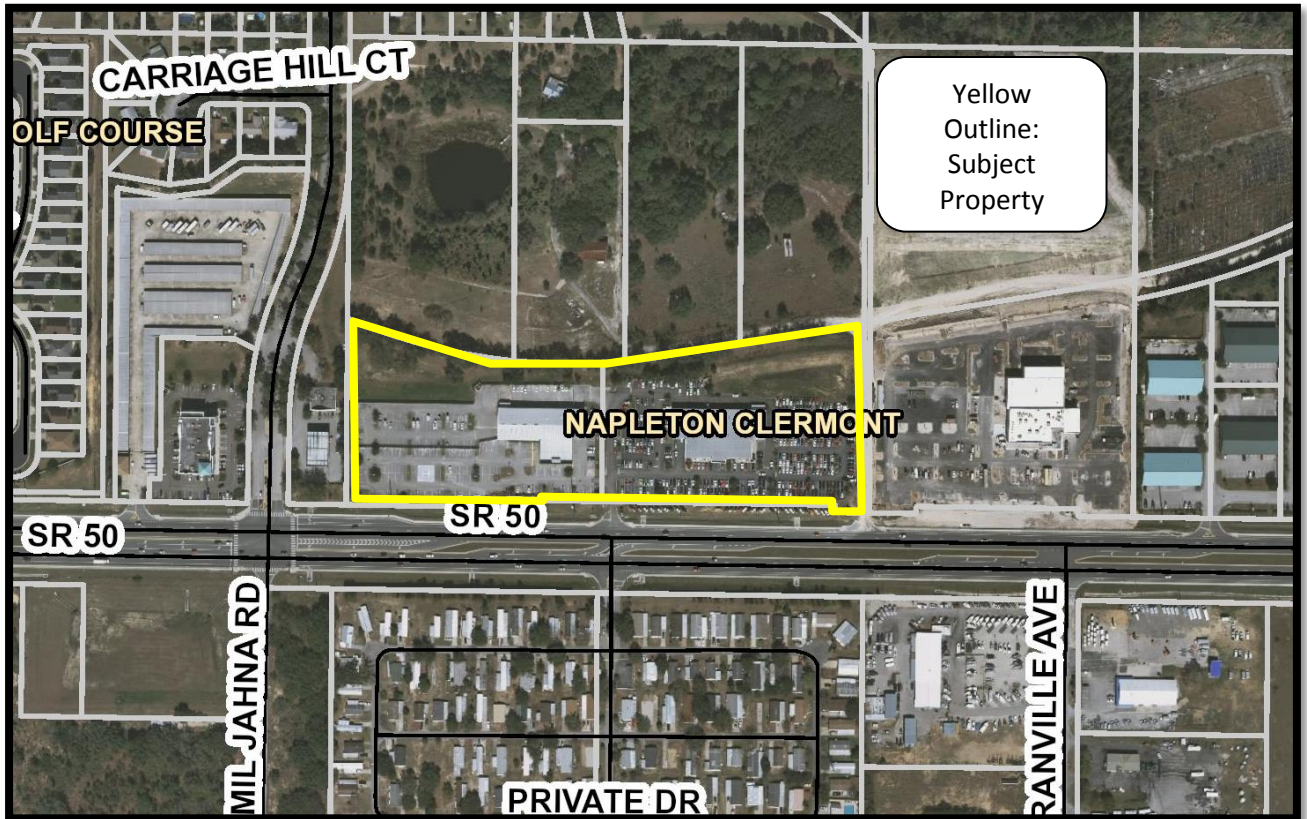
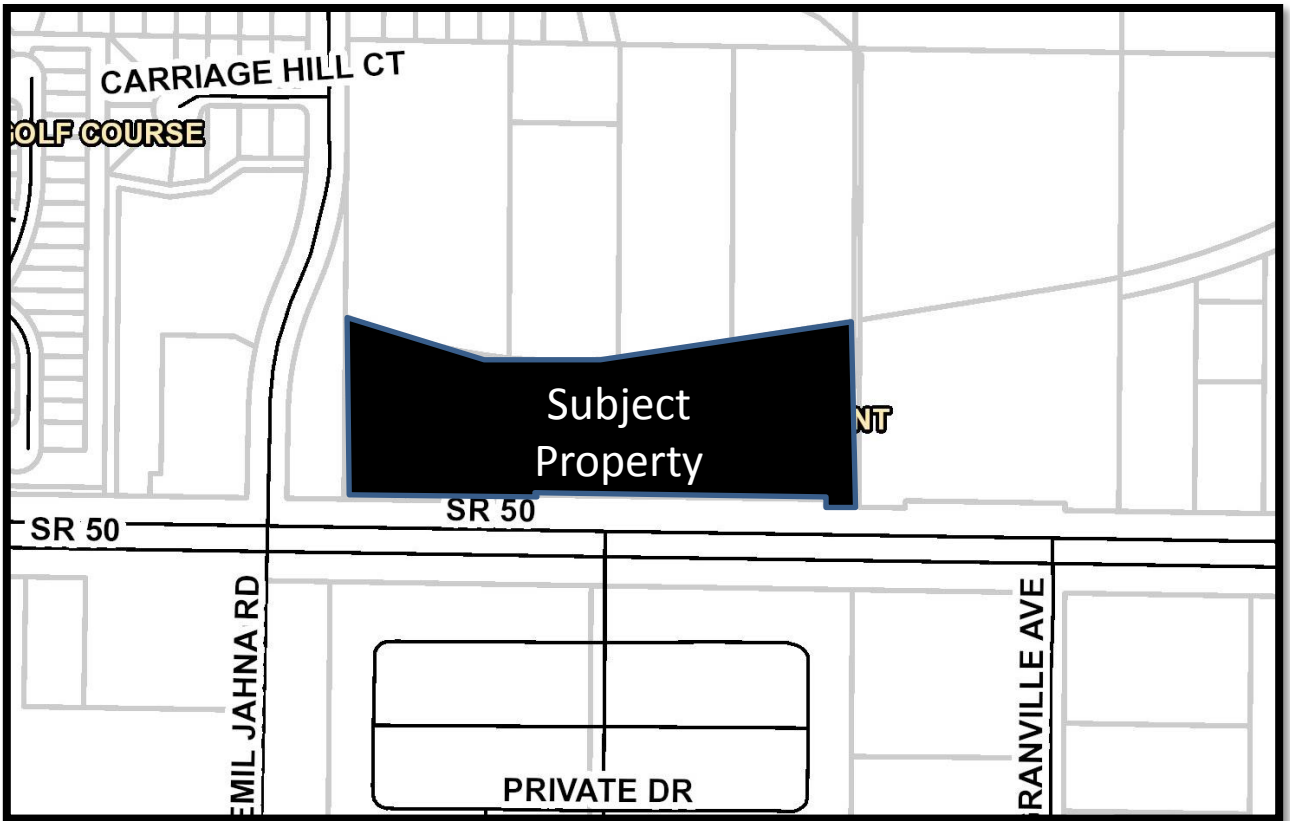


Exhibit – Future Land Use
Napleton Clermont/Sheriff's Annex

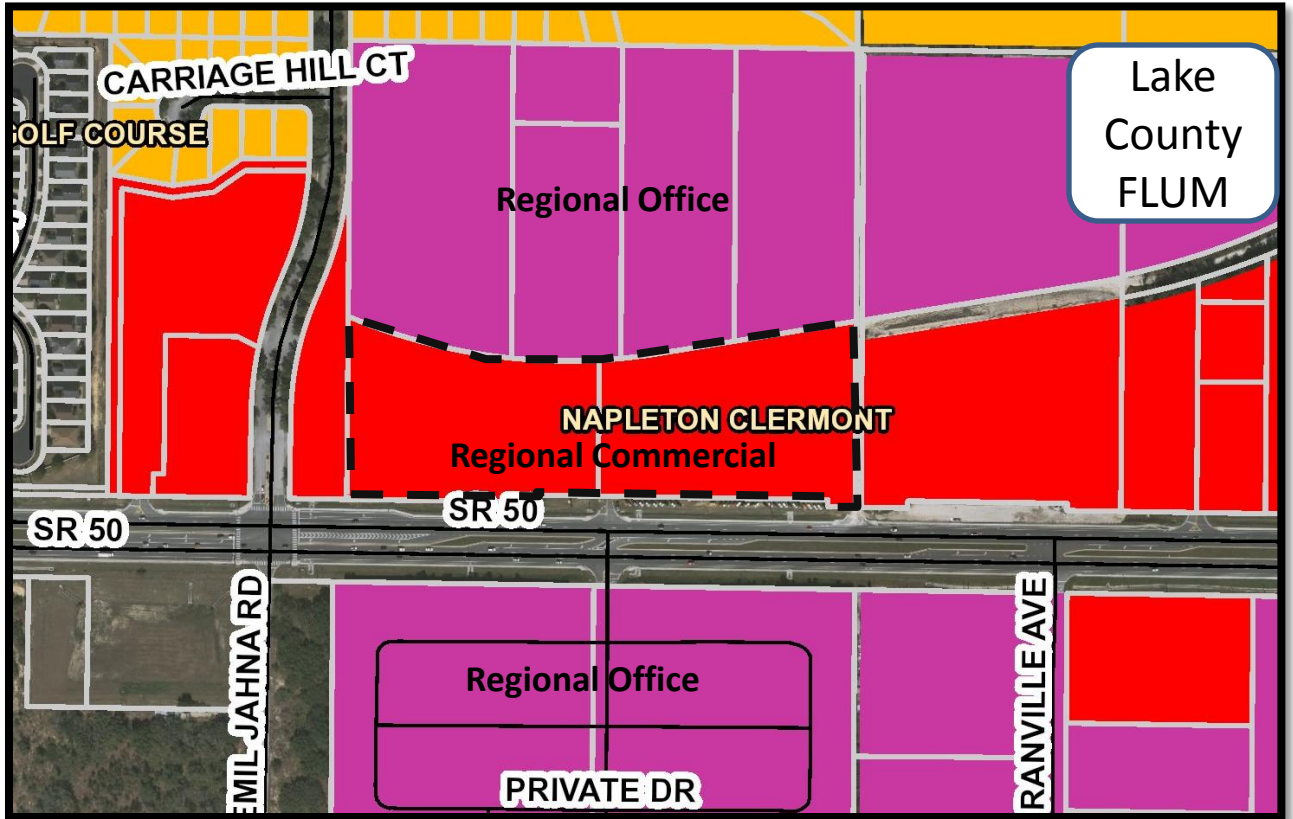
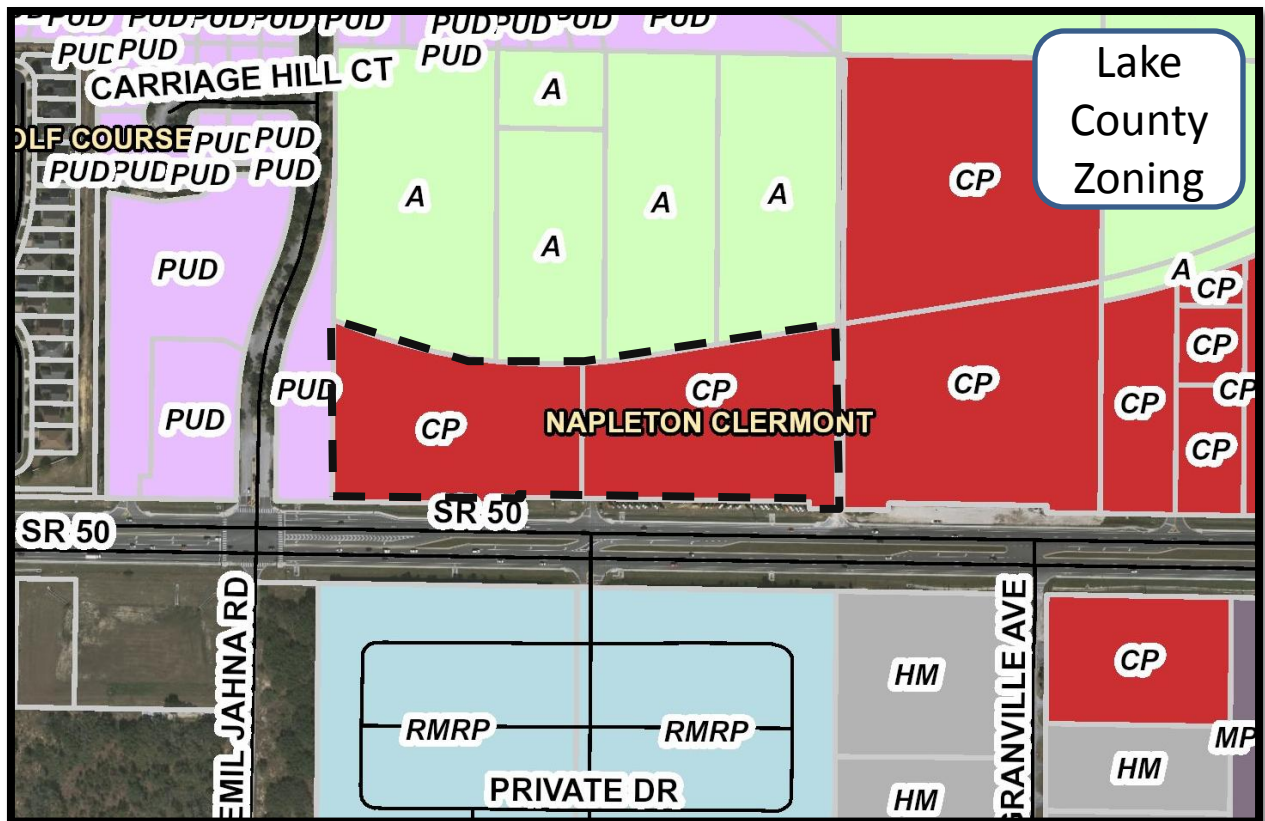


Exhibit – Zoning
Napleton Clermont/Sheriff's Annex



4/22/03

WATER & WASTEWATER SERVICE AGREEMENT

This document constitutes an agreement between the CITY of Clermont, hereby referred to as CITY, a municipality of the State of Florida, and Beeline Development, Inc. and its successors or assigns, hereby referred to as OWNER.

WITNESSETH

Whereas, OWNER is proposing to develop property (the "Property") located as 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 to meet 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 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 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.
- 1.9 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. The CITY shall review and either approve or reject the costs.
- 1.10 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.11 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 1.9 from the CITY in the form of Impact Fee Credits.
- 1.12 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.
- 1.13 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but should be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

Section 2. DEVELOPMENT STANDARDS

The project shall be developed according to the CITY Land Development Regulations unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.

Section 3. ANNEXATION

- 3.1 Owner agrees that CITY may annex the Property into the City of Clermont if CITY chooses to do so. All land transfers will contain a deed restriction or covenant noting the existence of this requirement to annex, such restriction to be recorded as a covenant to run with the land.
- 3.2 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 4. 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 5. 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

Scott Sumner, Agent
Beeline Development, Inc.
P.O. Box 608
Ocala, FL 34478-0608

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 Mayor and OWNER through Scott Sumner as Agent of Beeline Development, Inc.

DATED this 22 day of April, 2003.

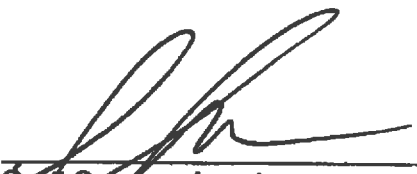
CITY OF CLERMONT

ATTEST:


Harold S. Turville, Jr., Mayor


Joseph E. Van Zile, City Clerk

OWNER


Scott Sumner, Agent

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Scott Sumner, Agent of Beeline Development, Inc., who provided identification in the form of Id. Sumner License 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 16 day of April, 2003.

Jane Warren
Notary Public



Jane Warren
My Commission DD133313
Expires August 18, 2003

ATTACHMENT 'A'

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4, SECTION 27, T22S, R25E, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 27; THENCE S89°13'47"E ALONG THE NORTH LINE OF SAID NE 1/4, A DISTANCE OF 1340.20 FEET TO A POINT ON THE EAST LINE OF GREATER HILLS, PHASE 1, AS RECORDED IN PLAT BOOK 30, PAGE 42, OF THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA; THENCE LEAVING THE NORTH LINE OF SAID NORTHEAST 1/4, S0°07'47"W ALONG THE EAST LINE OF SAID GREATER HILLS, PHASE 1, A DISTANCE OF 693.79 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE FORMER ATLANTIC COAST LINE RAILROAD (50 FOOT RIGHT OF WAY), SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE LEAVING THE EAST LINE OF SAID GREATER HILLS, PHASE 1, SOUTHEASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT, BEING ALSO ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, AN ARC DISTANCE OF 797.21 FEET (SAID CURVE HAVING A RADIUS OF 1422.00 FEET, A DELTA ANGLE OF 32°07'17", AND A CHORD BEARING AND DISTANCE OF S83°22'38"E, 786.81 FEET) TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, N80°34'55"E A DISTANCE OF 498.07 FEET TO A POINT ON THE EAST LINE OF SAID NE 1/4; THENCE LEAVING THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, S0°05'07"W ALONG THE EAST LINE OF SAID NE 1/4 A DISTANCE OF 454.55 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROUTE 50 (VARIABLE RIGHT OF WAY); THENCE LEAVING THE EAST LINE OF SAID NE 1/4, N89°23'48"W ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, A DISTANCE OF 80.74 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N0°36'12"E A DISTANCE OF 18.00 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N89°23'48"W A DISTANCE OF 800.00 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, S0°36'12"W A DISTANCE OF 18.00 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N89°23'48"W A DISTANCE OF 412.59 FEET TO A POINT ON THE EAST LINE OF SAID GREATER HILLS, PHASE 1; THENCE LEAVING THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N0°07'47"E ALONG THE EAST LINE OF SAID GREATER HILLS, PHASE 1, A DISTANCE OF 460.39 FEET TO THE POINT OF BEGINNING.

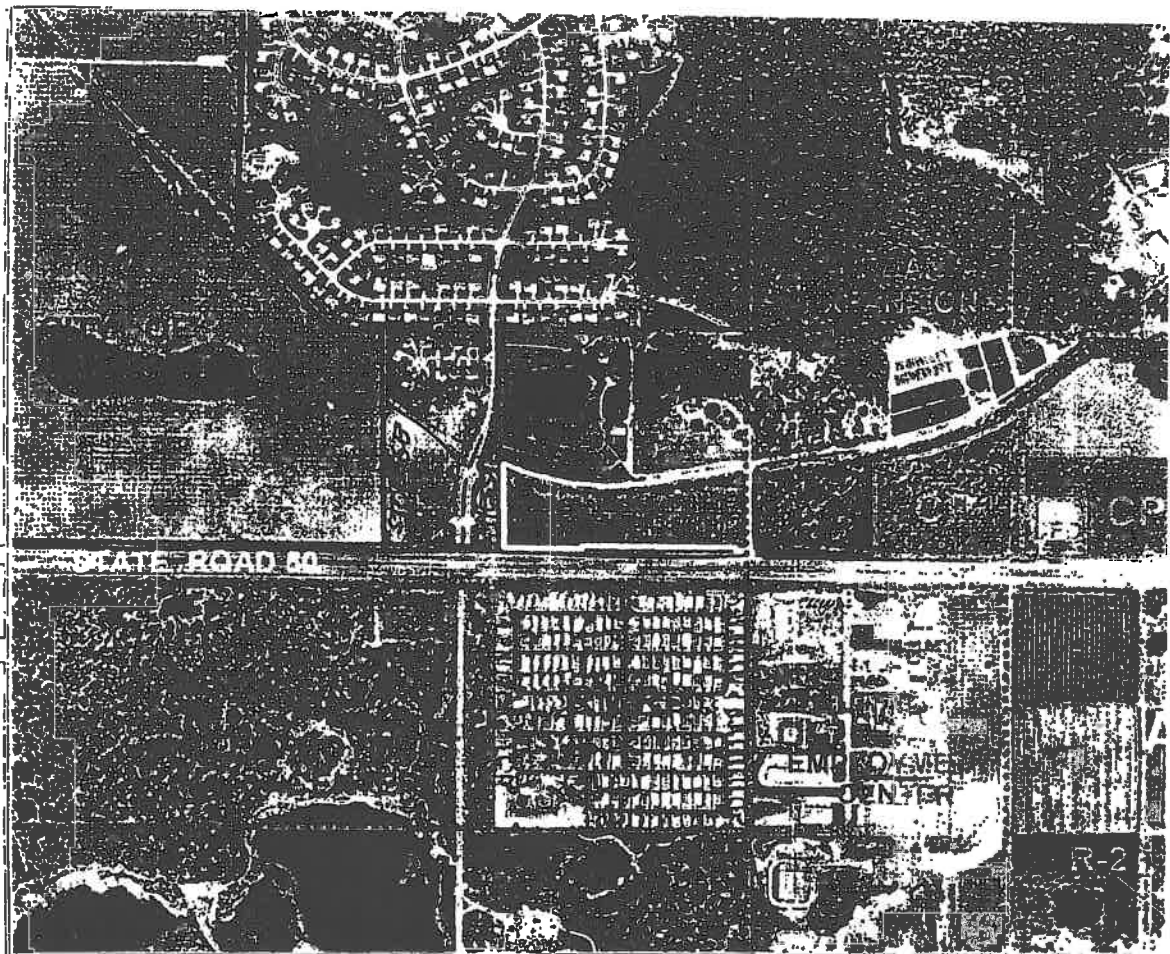
SAID PARCEL CONTAINS 11.2718 ACRES OF LAND MORE OR LESS.



AM 135

SUBJECT
PARCEL

CASE LOCATION
27-22-26



FOSGATE/ CLERMONT AUTO SALES

800 0 800 1600 Feet

PH #64-01-2

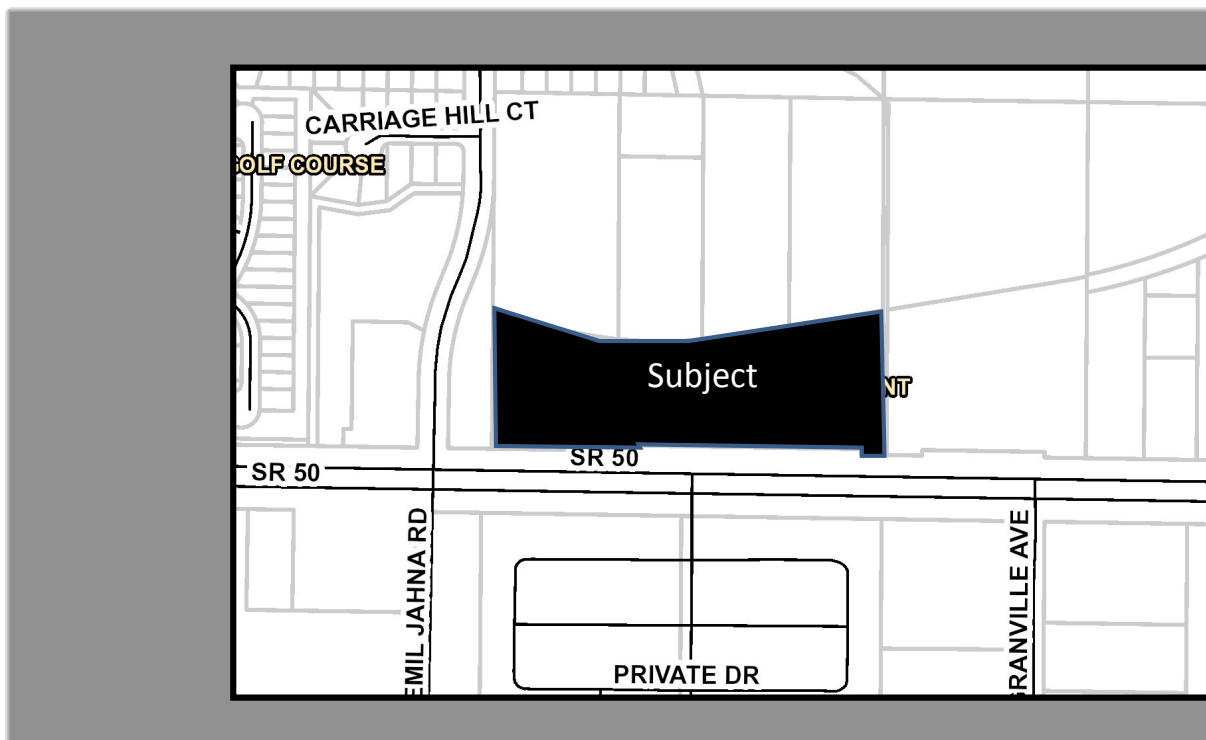
A to MP
w/LM use

CITY OF CLERMONT

NOTICE OF PROPOSED AMENDMENT TO COMPREHENSIVE PLAN ORDINANCE NO. 2015-30

The City of Clermont will hold public hearings Tuesday, April 7, 2015 at 6:30 p.m. before the Planning and Zoning Commission and Tuesday, April 14, 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, June 23, 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: Napleton Clermont 11.2 +/- acres
15855 and 15859 SR 50
Alternate Keys 3815486 and 3329198***

Ordinance #2015-30:

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.

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
March 24, 2015 and June 9, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 14, 2015		
Agenda Item Name		
Ordinance No. 2015-31; <i>Introduction</i> Napleton Clermont and Lake County Sheriff's Office <i>Withdrawn</i>		
Requested Action		
Move to introduce Ordinance 2015-31.		
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 agreement with the City was executed on April 22, 2003. The property is improved and is receiving water and sewer services from the City. The property, approximately 11.2 acres, has been developed as an auto dealership, Napleton Clermont Chrysler Jeep Dodge, and the Lake County Sheriff's South Lake Annex. 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 2015-31.doc	
2. Maps	Napleton Clermont Maps.pdf	
3. Utility Agreement	Napleton Utility Agreement.pdf	
4. Legal ad	REZ legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-31

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

A parcel of land located in the northeast $\frac{1}{4}$, Section 27, Township 22 south, Range 26 east, Lake County Florida, more particularly described as follows:

Commencing at the north $\frac{1}{4}$ corner of said section 27; thence south 89°13'47" east along the north line of said northeast $\frac{1}{4}$ a distance of 1340.20 feet to a point on the east line of Greater Hills, Phase I, as recorded in PB 30, PG 42, of the official records of Lake County, Florida; thence leaving the north line of said northeast $\frac{1}{4}$ south 0°07'47" west along the east line of said Greater Hills Phase I, a distance of 693.79 feet to a point on the northerly right-of-way line of the former ACL RR (50 foot right-of-way), said point also being the point of beginning:

Thence leaving the east line of said Greater Hills, Phase I, southeasterly along a non-tangent curve to the left, being also along the northerly right-of-way line of said ACL RR, an arc distance of 797.21 feet (said curve having a radius of 1422.00 feet, a delta angle of 32°07'17", and a chord bearing and distance of south 83°22'38" east 786.81 feet) to a point; thence continuing along the northerly right-of-way line of said ACL RR north 80°34'55" east a distance of 498.07 feet to a point on the east line of said northeast $\frac{1}{4}$ thence leaving the northerly right-of-way line of said ACL RR south 0°05'07" west along the east line of said northeast $\frac{1}{4}$ a distance of 454.55 feet to a point on the northerly right-of-way line of State Route 50 (variable right-of-way); thence leaving the east line of said northeast $\frac{1}{4}$ north 89°23'48" west along the northerly right-of-way line of said State Route 50, a distance of 80.74 feet to a point; thence continuing along the northerly right-of-way line of said State Route 50, north 0°36'12" east a distance of 18.00 feet to a point; thence continuing along the northerly right-of-way line of said State Route 50, north 89°23'48" west a distance of 800.00 feet to a point; thence continuing along the northerly right-of-way line of said State Route 50, south 0°36'12" west a distance of 18.00 to a point; thence continuing along the northerly right-of-way line of said State Route 50, north 89°23'48" west a distance of 412.59 feet to a point on the east line of said Greater

CITY OF CLERMONT
ORDINANCE No. 2015-31

Hills, Phase I; thence leaving the northerly right-of-way line of said State Road 50, north 0o07'47" east along the east line of said Greater Hills, Phase I, a distance of 450.39 feet to the point of beginning.

Containing 11.2 acres, more or less

Alternate Keys 3815486 and 3329198; 15855 and 15859 State Road 50

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

SECTION 2:

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

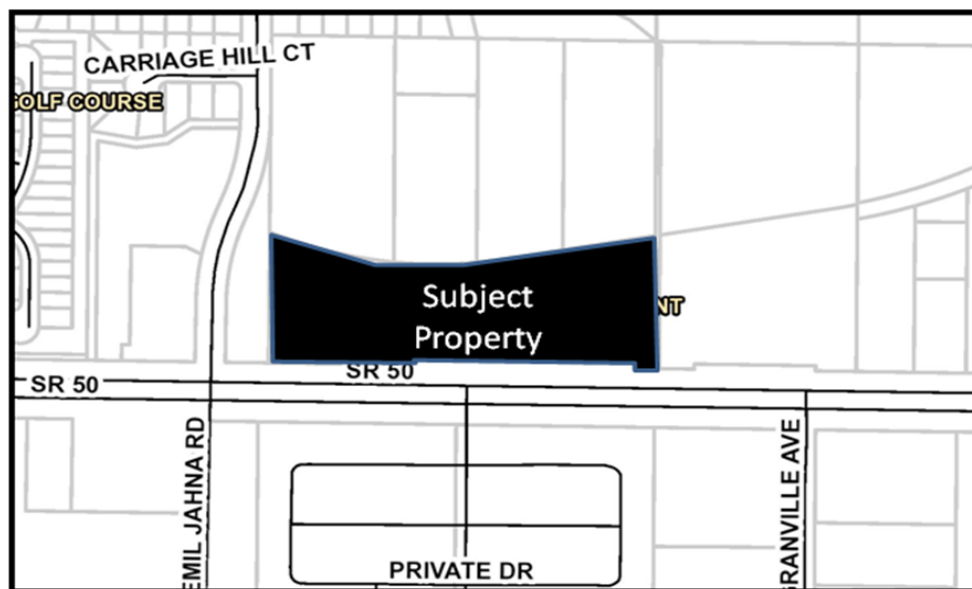
SECTION 3:

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. 2015-31

on this 28th day of April, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map
Napleton Clermont/Sheriff's Annex

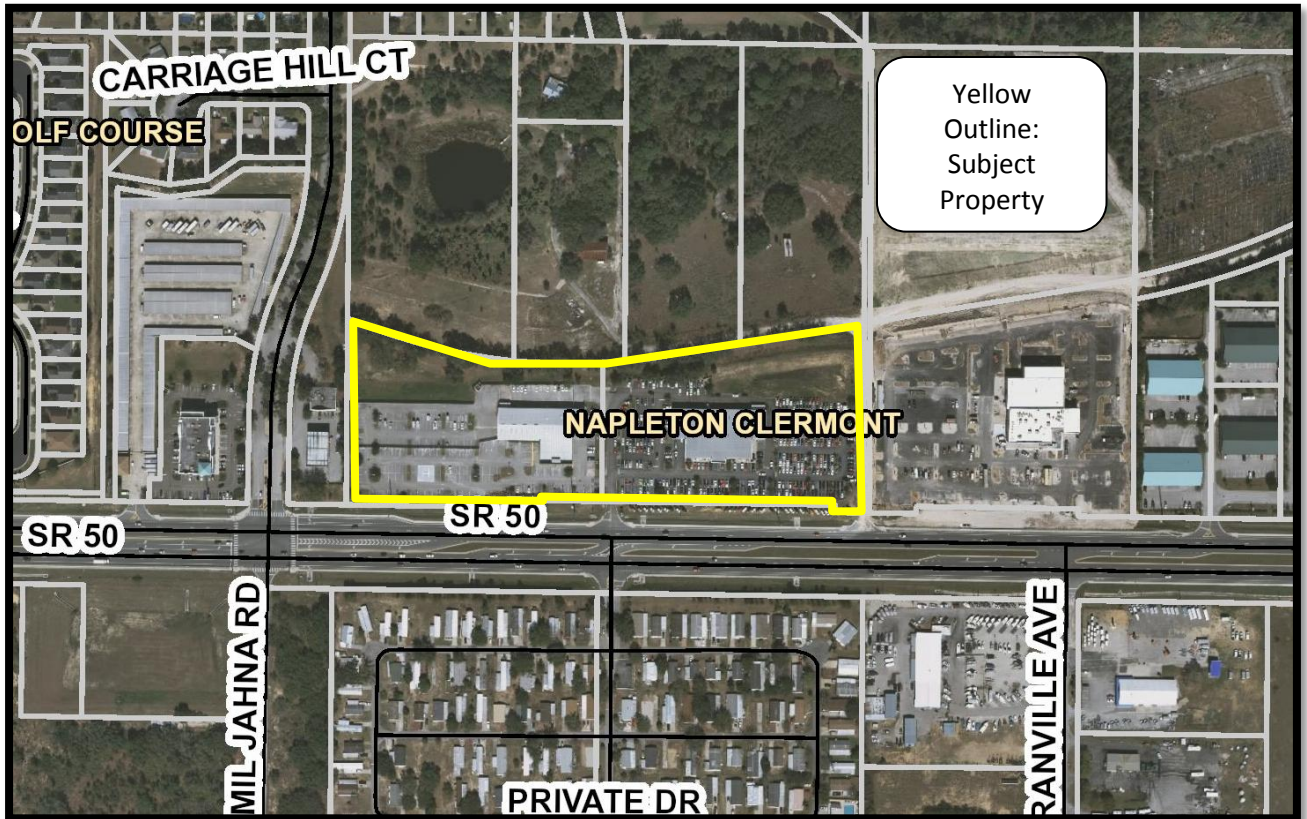
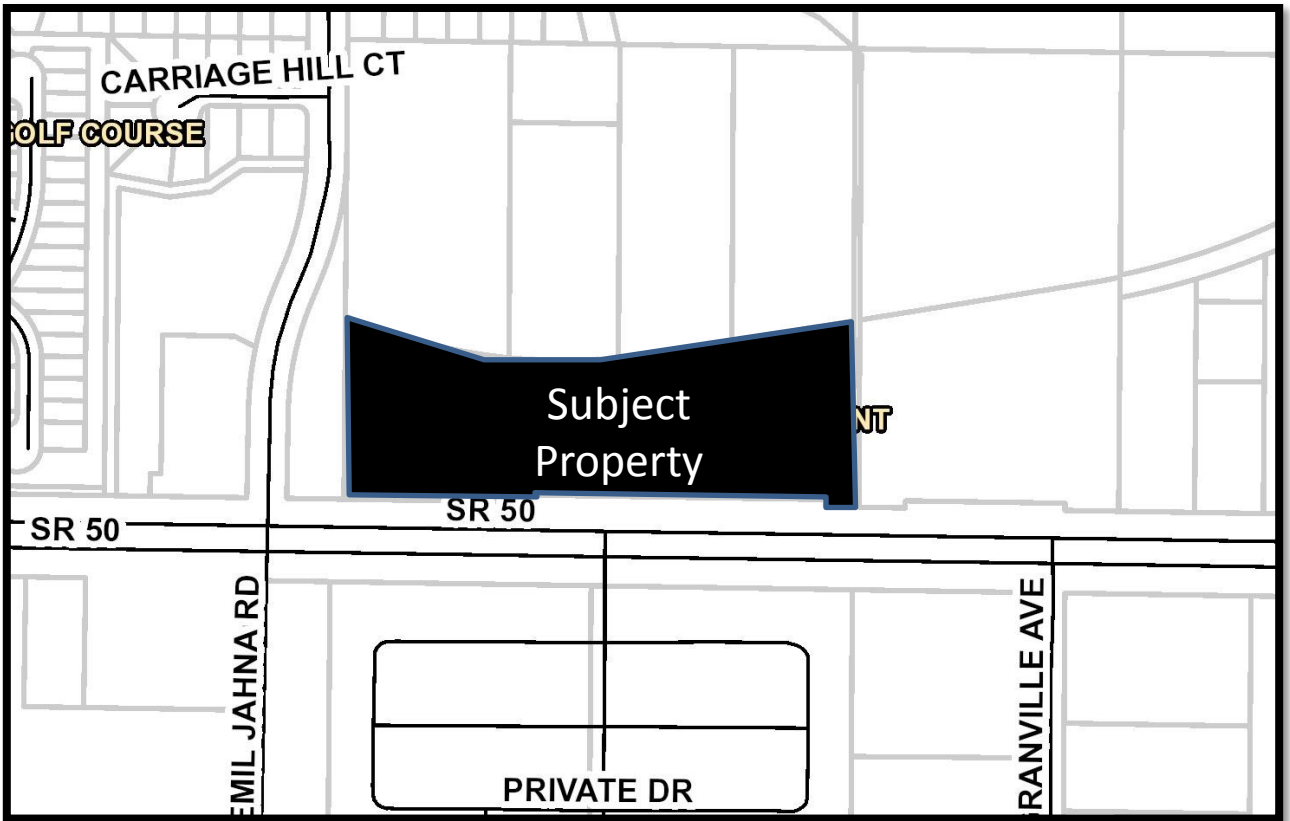


Exhibit – Future Land Use
Napleton Clermont/Sheriff's Annex

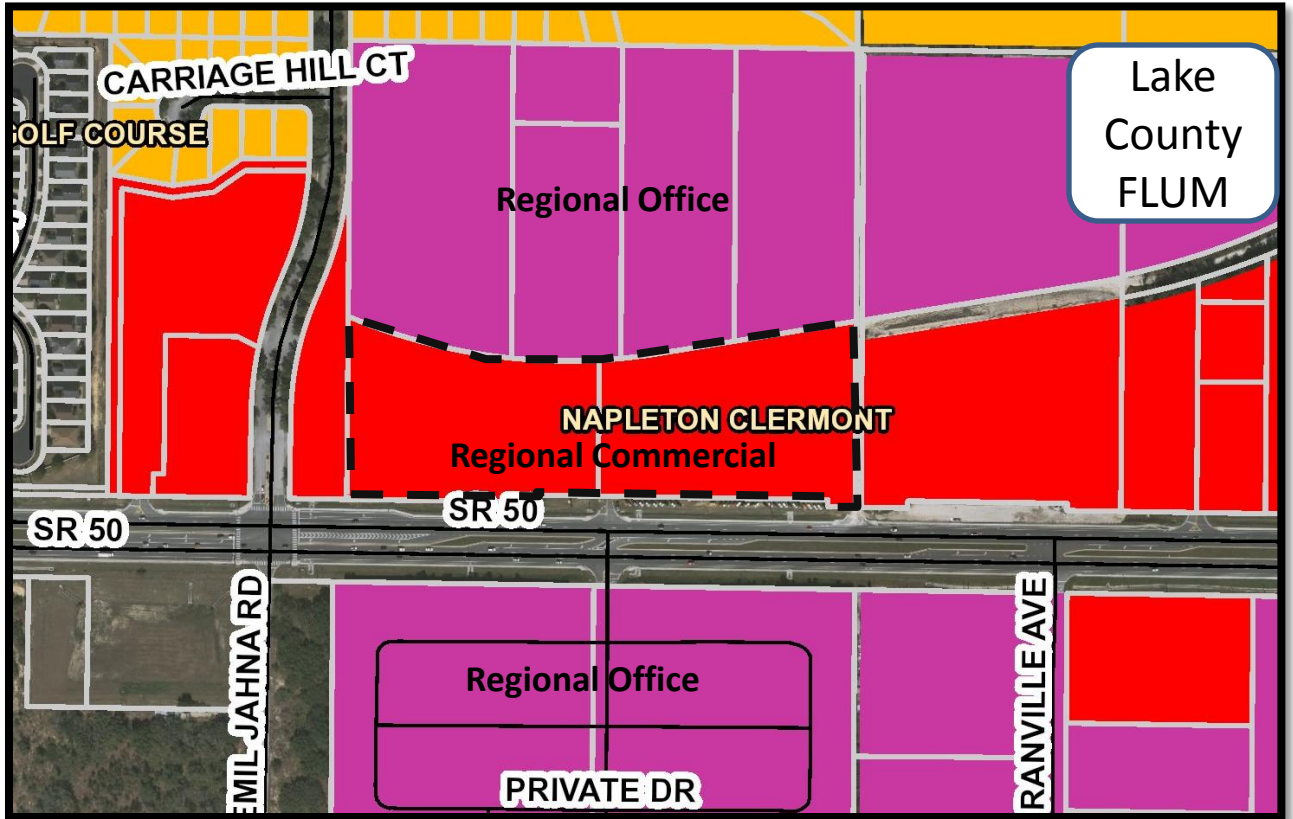
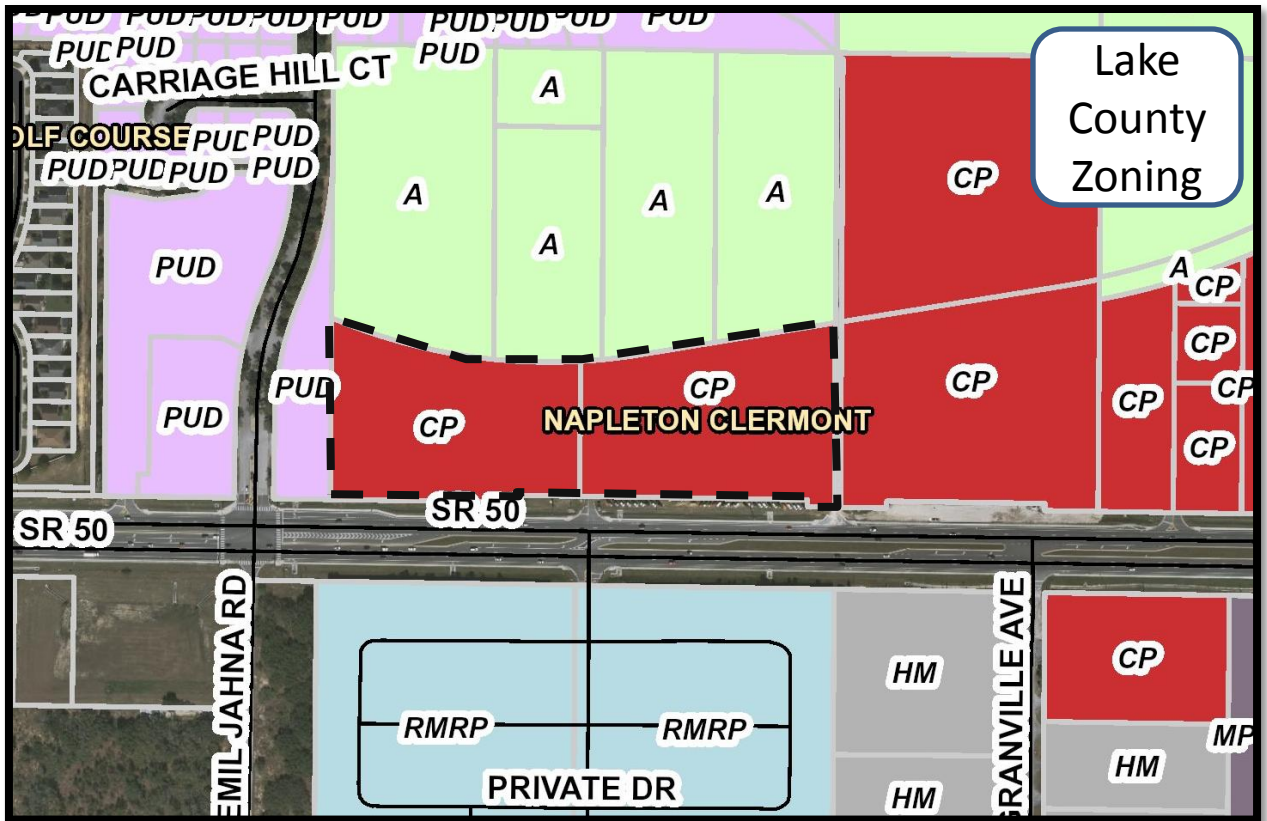


Exhibit – Zoning
Napleton Clermont/Sheriff's Annex



4/22/03

WATER & WASTEWATER SERVICE AGREEMENT

This document constitutes an agreement between the CITY of Clermont, hereby referred to as CITY, a municipality of the State of Florida, and Beeline Development, Inc. and its successors or assigns, hereby referred to as OWNER.

WITNESSETH

Whereas, OWNER is proposing to develop property (the "Property") located as 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 to meet 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.

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- 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 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.
- 1.9 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. The CITY shall review and either approve or reject the costs.
- 1.10 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.11 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 1.9 from the CITY in the form of Impact Fee Credits.
- 1.12 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.
- 1.13 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but should be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

Section 2. DEVELOPMENT STANDARDS

The project shall be developed according to the CITY Land Development Regulations unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.

Section 3. ANNEXATION

- 3.1 Owner agrees that CITY may annex the Property into the City of Clermont if CITY chooses to do so. All land transfers will contain a deed restriction or covenant noting the existence of this requirement to annex, such restriction to be recorded as a covenant to run with the land.
- 3.2 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 4. 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.

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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

Scott Sumner, Agent
Beeline Development, Inc.
P.O. Box 608
Ocala, FL 34478-0608

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 Mayor and OWNER through Scott Sumner as Agent of Beeline Development, Inc.

DATED this 22 day of April, 2003.

CITY OF CLERMONT

ATTEST:


Harold S. Turville, Jr., Mayor


Joseph E. Van Zile, City Clerk

OWNER


Scott Sumner, Agent

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Scott Sumner, Agent of Beeline Development, Inc., who provided identification in the form of Id. Sumner License 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 16 day of April, 2003.

Jane Warren
Notary Public



Jane Warren
My Commission DD133313
Expires August 18, 2003

ATTACHMENT 'A'

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4, SECTION 27, T22S, R25E, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 27; THENCE S89°13'47"E ALONG THE NORTH LINE OF SAID NE 1/4, A DISTANCE OF 1340.20 FEET TO A POINT ON THE EAST LINE OF GREATER HILLS, PHASE 1, AS RECORDED IN PLAT BOOK 30, PAGE 42, OF THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA; THENCE LEAVING THE NORTH LINE OF SAID NORTHEAST 1/4, S0°07'47"W ALONG THE EAST LINE OF SAID GREATER HILLS, PHASE 1, A DISTANCE OF 693.79 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE FORMER ATLANTIC COAST LINE RAILROAD (50 FOOT RIGHT OF WAY), SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE LEAVING THE EAST LINE OF SAID GREATER HILLS, PHASE 1, SOUTHEASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT, BEING ALSO ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, AN ARC DISTANCE OF 797.21 FEET (SAID CURVE HAVING A RADIUS OF 1422.00 FEET, A DELTA ANGLE OF 32°07'17", AND A CHORD BEARING AND DISTANCE OF S83°22'38"E, 786.81 FEET) TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, N80°34'55"E A DISTANCE OF 498.07 FEET TO A POINT ON THE EAST LINE OF SAID NE 1/4; THENCE LEAVING THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, S0°05'07"W ALONG THE EAST LINE OF SAID NE 1/4 A DISTANCE OF 454.55 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROUTE 50 (VARIABLE RIGHT OF WAY); THENCE LEAVING THE EAST LINE OF SAID NE 1/4, N89°23'48"W ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, A DISTANCE OF 80.74 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N0°36'12"E A DISTANCE OF 18.00 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N89°23'48"W A DISTANCE OF 800.00 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, S0°36'12"W A DISTANCE OF 18.00 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N89°23'48"W A DISTANCE OF 412.59 FEET TO A POINT ON THE EAST LINE OF SAID GREATER HILLS, PHASE 1; THENCE LEAVING THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N0°07'47"E ALONG THE EAST LINE OF SAID GREATER HILLS, PHASE 1, A DISTANCE OF 460.39 FEET TO THE POINT OF BEGINNING.

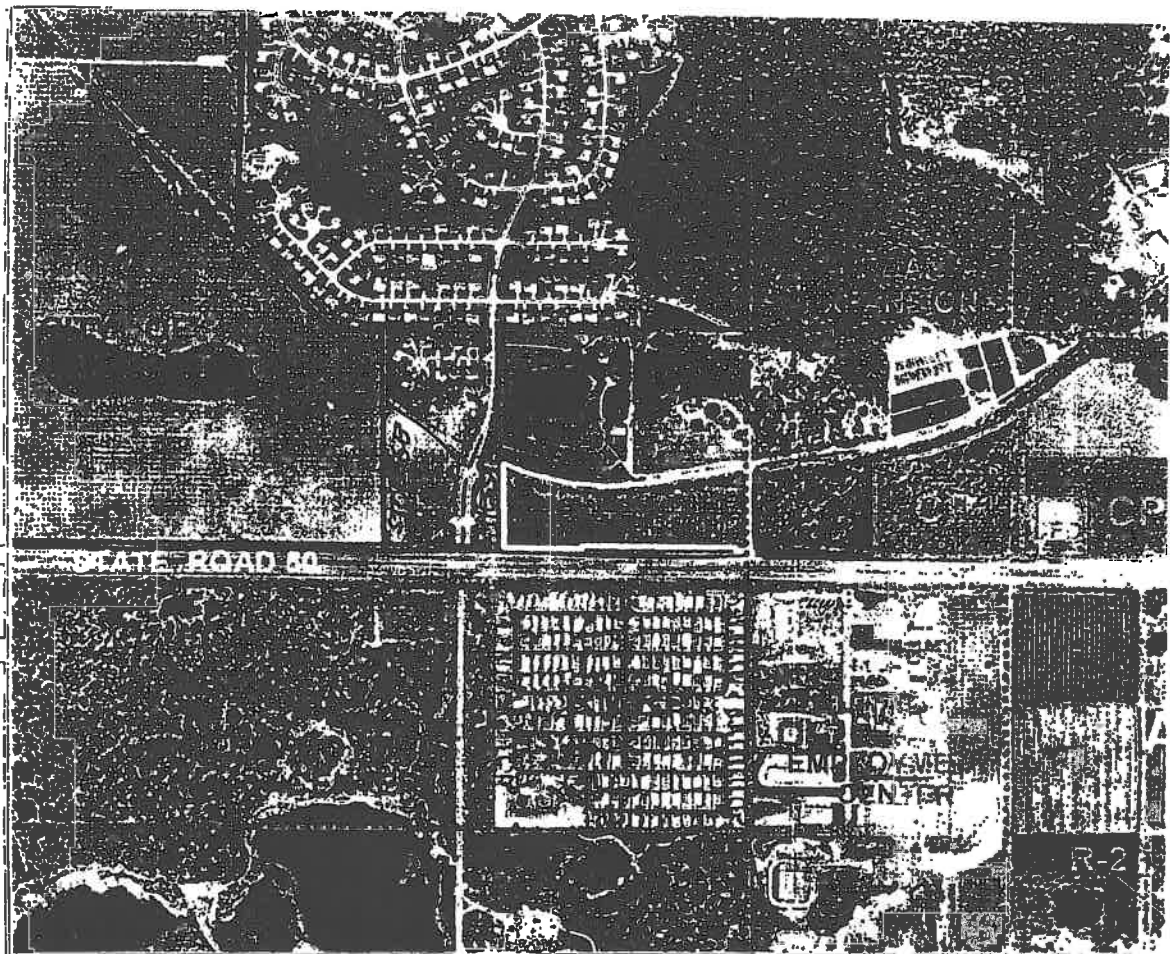
SAID PARCEL CONTAINS 11.2718 ACRES OF LAND MORE OR LESS.



AM 135

SUBJECT
PARCEL

CASE LOCATION
27-22-26



FOSGATE/ CLERMONT AUTO SALES

800 0 800 1600 Feet

PH #64-01-2

A to MP
w/LM use

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. 2015-31

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

Lake County Sheriff's Office and Napleton Clermont
(Alternate Keys 3815486 and 3329198)
15855 and 15859 STATE ROAD 50

LEGAL DESCRIPTION

A parcel of land located in the northeast $\frac{1}{4}$, Section 27, Township 22 south, Range 26 east, Lake County Florida, more particularly described as follows:

Commencing at the north $\frac{1}{4}$ corner of said section 27; thence south $89^{\circ}13'47''$ east along the north line of said northeast $\frac{1}{4}$ a distance of 1340.20 feet to a point on the east line of Greater Hills, Phase I, as recorded in PB 30, PG 42, of the official records of Lake County, Florida; thence leaving the north line of said northeast $\frac{1}{4}$ south $0^{\circ}07'47''$ west along the east line of said Greater Hills Phase I, a distance of 693.79 feet to a point on the northerly right-of-way line of the former ACL RR (50 foot right-of-way), said point also being the point of beginning:

Thence leaving the east line of said Greater Hills, Phase I, southeasterly along a non-tangent curve to the left, being also along the northerly right-of-way line of said ACL RR, an arc distance of 797.21 feet (said curve having a radius of 1422.00 feet, a delta angle of $32^{\circ}07'17''$, and a chord bearing and distance of south $83^{\circ}22'38''$ east 786.81 feet) to a point; thence continuing along the northerly right-of-way line of said ACL RR north $80^{\circ}34'55''$ east a distance of 498.07 feet to a point on the east line of said northeast $\frac{1}{4}$ thence leaving the northerly right-of-way line of said ACL RR south $0^{\circ}05'07''$ west along the east line of said northeast $\frac{1}{4}$ a distance of 454.55 feet to a point on the northerly right-of-way line of State Route 50 (variable right-of-way); thence leaving the east line of said northeast $\frac{1}{4}$ north $89^{\circ}23'48''$ west along the northerly right-of-way line of said State Route 50, a distance of 80.74 feet to a point; thence continuing along the northerly right-of-way line of said State Route 50, north $0^{\circ}36'12''$ east a distance of 18.00 feet to a point; thence continuing along the northerly right-of-way line of said State Route 50, north $89^{\circ}23'48''$ west a distance of 800.00 feet to a point; thence continuing along the northerly right-of-way line of said State Route 50, south $0^{\circ}36'12''$ west a distance of 18.00 to a point; thence continuing along the northerly right-of-way line of said State Route 50, north $89^{\circ}23'48''$ west a distance of 412.59 feet to a point on the east line of said Greater Hills, Phase I; thence leaving the northerly right-of-way line of said State Road 50, north $0^{\circ}07'47''$

east along the east line of said Greater Hills, Phase I, a distance of 450.39 feet to the point of beginning.

Containing 11.2 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, April 7, 2015 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, April 28, 2015 at 6:00 p.m. for final enactment.

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

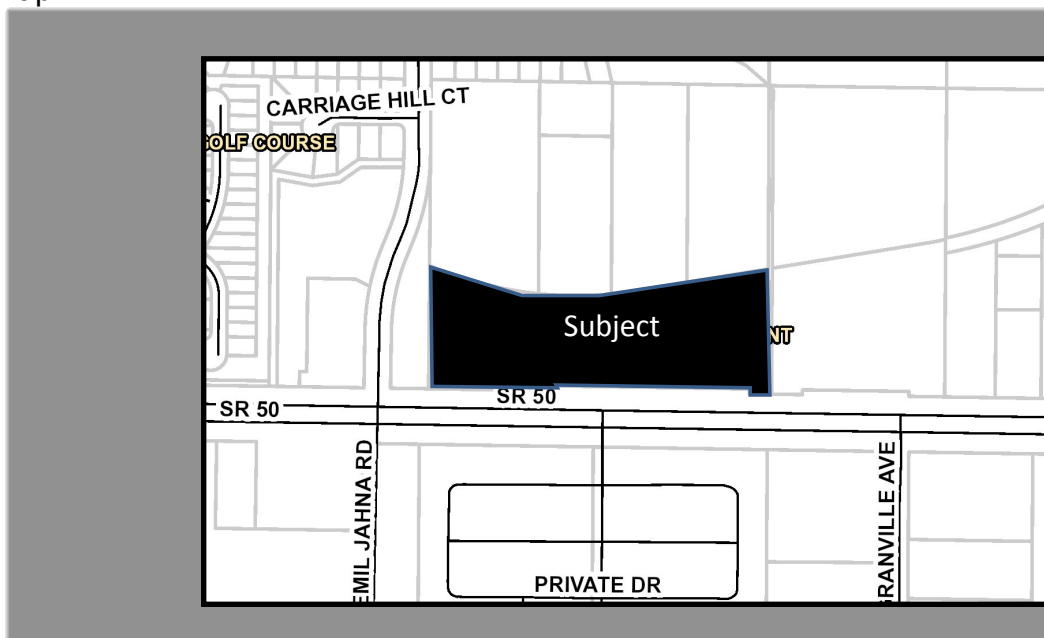
This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose St., Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
March 31, 2015 and April 14, 2015

Location map:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date														
Tuesday, April 14, 2015														
Agenda Item Name														
Ordinance No. 2015-38; <i>Introduction</i> East Towne Center														
Requested Action														
Move to introduce Ordinance 2015-38.														
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 agreement with the City was executed on February 13, 2003. The property is improved and is receiving water and sewer services from the City. The property, approximately 13.8 acres, has been developed as a shopping center with two outparcels. 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)														
<table border="0"><tr><td>1.</td><td>Ordinance</td><td>ANN ORD 2015-38.doc</td></tr><tr><td>2.</td><td>Maps</td><td>East Towne Center Maps.pdf</td></tr><tr><td>3.</td><td>Utility Agreement</td><td>2003-07 Utility Agreement.pdf</td></tr><tr><td>4.</td><td>Legal ad</td><td>ANN legal ad.docx</td></tr></table>			1.	Ordinance	ANN ORD 2015-38.doc	2.	Maps	East Towne Center Maps.pdf	3.	Utility Agreement	2003-07 Utility Agreement.pdf	4.	Legal ad	ANN legal ad.docx
1.	Ordinance	ANN ORD 2015-38.doc												
2.	Maps	East Towne Center Maps.pdf												
3.	Utility Agreement	2003-07 Utility Agreement.pdf												
4.	Legal ad	ANN legal ad.docx												

CITY OF CLERMONT
ORDINANCE No. 2015-38

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, dated February 13, 2003; 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

A portion of Tracts 3, 4, 13, and 14 of Lake Highlands Company subdivision of Section 26, Township 22 south, Range 26 east, according to the plat thereof as recorded in Plat Book 3, Page 52 of the Public Records of Lake County, Florida being more particularly described as follows:

Commence at the north $\frac{1}{4}$ corner of said Section 26; thence south 00o40'30" West, 244.02 feet along the west line of the northeast $\frac{1}{4}$ of said Section 26; thence south 89o34' 59" east, 33.00 feet parallel with the north line of the northeast $\frac{1}{4}$ of said Section 26 to the Point of Beginning; thence continue along said parallel line, south 89 34'59" east, 700.01 feet; thence south 00 40'30" west, 879.12 feet parallel with aforesaid west line of the northeast $\frac{1}{4}$ of said Section 26 to

CITY OF CLERMONT
ORDINANCE No. 2015-38

a point on the north right-of-way line of State Road No. 50 as shown on Florida Department of Transportation Right-of-Way Map Section No. 11070-2505; thence north 88°54'49" west, 683.02 feet along said north right-of-way thence north 00°40'30" East, 457.01 feet; thence north 89°32'33" west, 17.00 feet to a point on the east right-of-way line of County Road 455; thence north 00°40'30" East along said right-of-way line, 414.11 feet to the Point of Beginning,

Containing 13.88 acres, more or less

Alternate Keys 3815489, 3818669 and 3824982; 13900 CR 455; 13910 and 16705 SR 50

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.

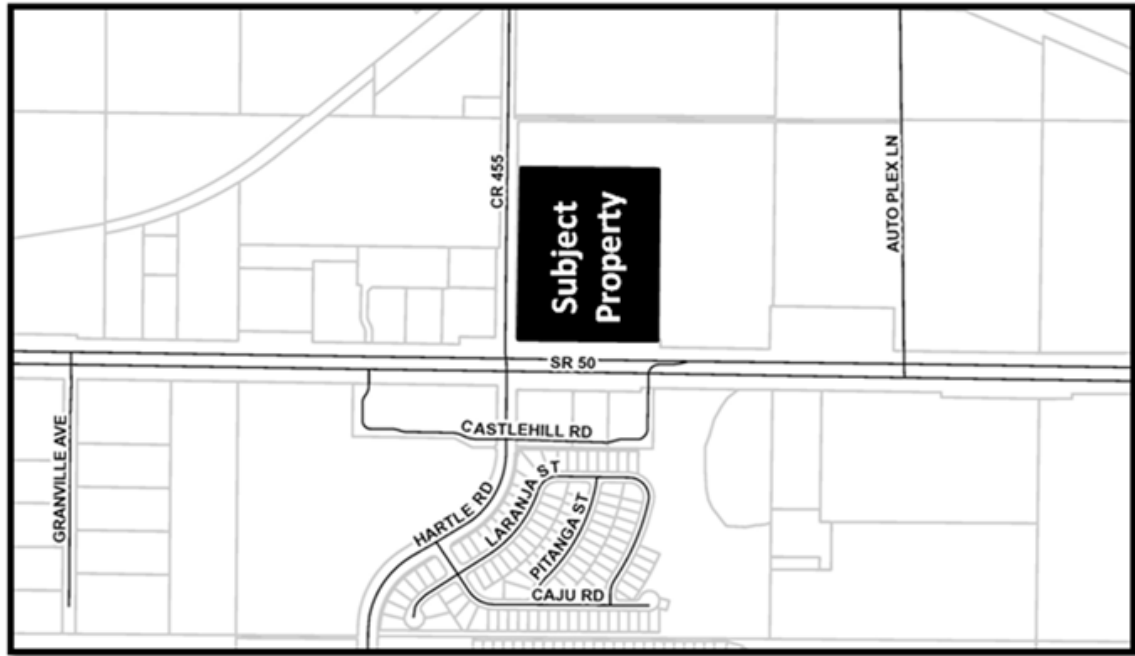
This Ordinance shall be recorded in the public records of Lake County, Florida.

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. 2015-38

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-38

3

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th day of April, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map East Towne Center



Exhibit – Future Land Use
East Towne Center

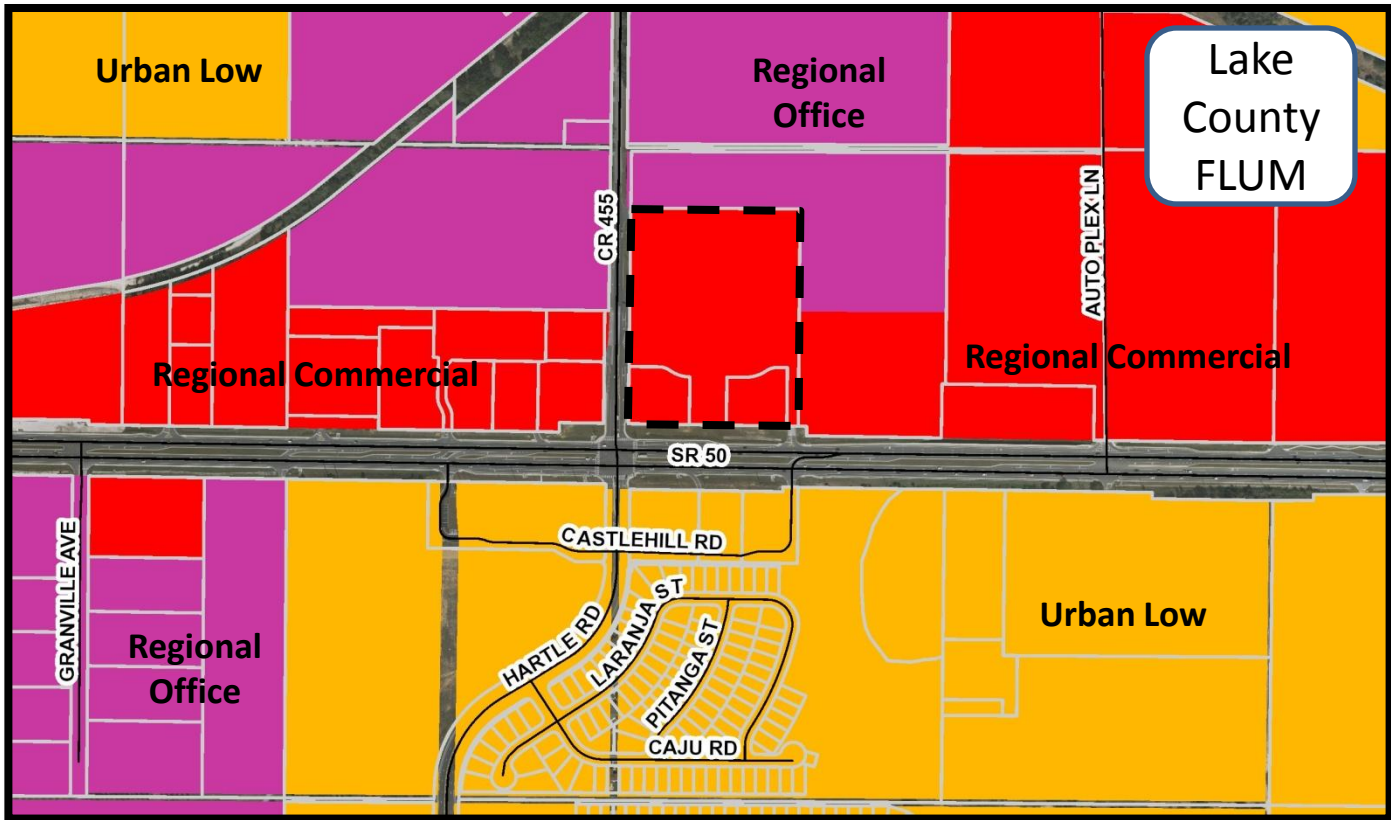
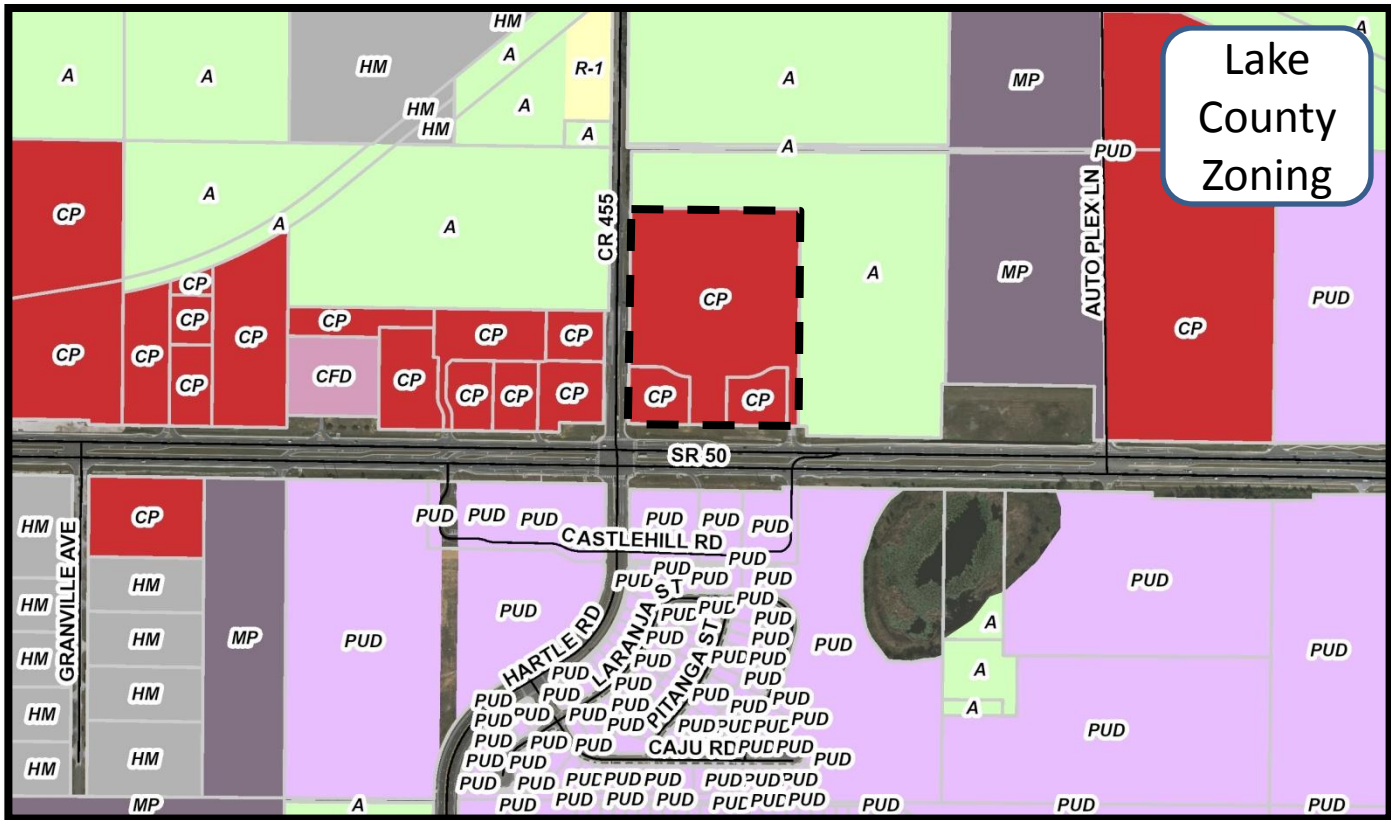


Exhibit – Zoning East Towne Center



1 1001 10 110 11 001 11 001 00 11 11 001 11 010 11 001 11 010 10 101 1 1001

2403

- 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 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 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.
- 1.9 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. The CITY shall review and either approve or reject the costs.
- 1.10 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.11 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 1.9 from the CITY in the form of Impact Fee Credits.
- 1.12 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.
- 1.13 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but should be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

Section 2. DEVELOPMENT STANDARDS

- 2.1 The project shall be developed according to the CITY Land Development Regulations with the following exceptions: 1) six interior landscape islands shall be provided rather than the eleven per Code; and 2) the landscape islands shall be 10 ft. in width including curb rather than 10 ft. in width not including curb.
- 2.2 The property shall be developed in substantial accordance with the attached Exhibit "B" Site Plan.

Section 3. ANNEXATION

- 3.1 Owner agrees that CITY may annex the Property into the City of Clermont if CITY chooses to do so. All land transfers will contain a deed restriction or covenant noting the existence of this requirement to annex, such restriction to be recorded as a covenant to run with the land.
- 3.2 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 4. 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 5. 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

David McNulty
East Towne Center, LLC
121 West Forsyth, Suite 200
Jacksonville, FL 32202

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 Mayor and OWNER through David McNulty, Vice President, Investment Services of East Towne Center, LLC.

DATED this 13 day of February, 2003.

CITY OF CLERMONT

ATTEST:


Harold S. Turville, Jr., Mayor


Joseph E. Van Zile, City Clerk

OWNER


David McNulty, Vice President, Investment Services

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared David McNulty as Vice President, Investment Services of East Towne Center, LLC, 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 13 day of FEBRUARY, 2003.



PATTI WAGNER
Notary Public, State of Florida
My comm. expires June 24, 2006
Comm. No. DD 128748

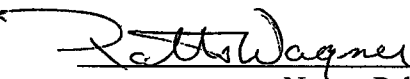

Notary Public

EXHIBIT 'A'

OR BOOK 02290 PAGE 2273

DESCRIPTION:

A portion of Tracts 3, 4, 13 and 14 of Lake Highlands Company Subdivision of Section 26, Township 22 South, Range 26 East, according to the plat thereof as recorded in Plat Book 3, Page 52 of the Public Records of Lake County, Florida being more particularly described as follows:

COMMENCE at the North 1/4 corner of said Section 26; thence South 00°40'30" West, 244.02 feet along the West line of the Northeast 1/4 of said Section 26; thence South 89°34'59" East, 33.00 feet parallel with the North line of the Northeast 1/4 of said Section 26 to the POINT OF BEGINNING; thence continue along said parallel line, South 89°34'59" East, 700.01 feet; thence South 00°40'30" West, 879.12 feet parallel with aforesaid West line of the Northeast 1/4 of said Section 26 to a point on the North Right-of-Way line of State Road No. 50 as shown on Florida Department of Transportation Right-of-Way Map Section No. 11070-2505; thence North 88°54'49" West, 683.02 feet along said North Right-of-Way thence North 00°40'30" East, 457.01 feet; thence North 89°32'33" West, 17.00 feet to a point on the East Right of Way line of County Road 455; thence North 00°40'30" East, along said East Right-of-Way line, 414.11 feet to the POINT OF BEGINNING.

CONTAINING 13.88 acres more or less.

*The quality of this image
is equivalent to the quality
of the original document.*

NOTE:

Bearings shown hereon are based on the West line of the Northeast 1/4 of Section 26, Township 22 South, Range 26 East as being South 00°40'30" West. (Assumed)

See Sheet 2 of 2 for Sketch
Sheet 1 of 2

DESCRIPTION

Date:

July 28, 2002 SP

CERT. NO. LB2108

47324010

FOR

Job No.:

47524

Scale:

N.T.S.

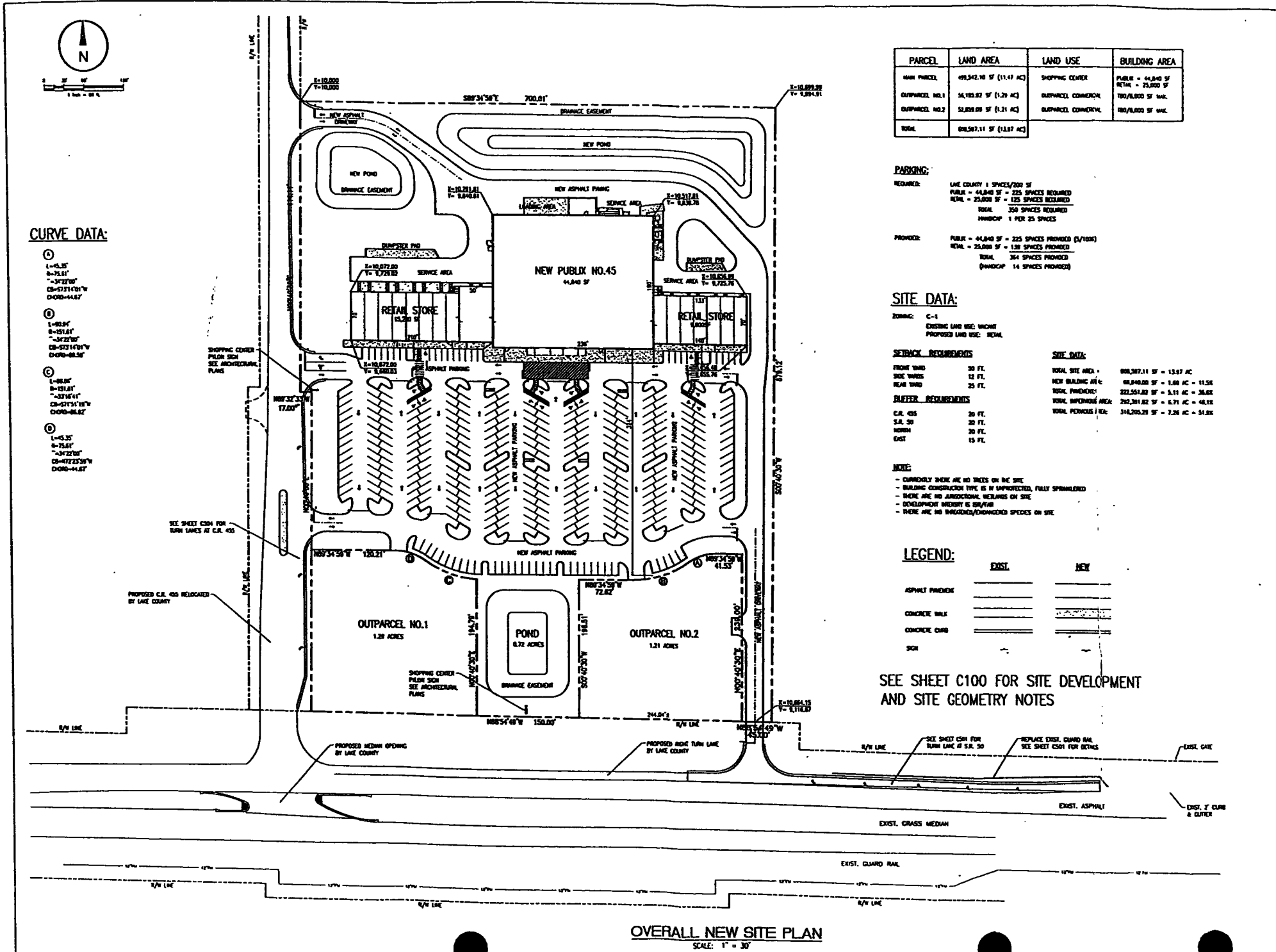
CH. 61017-6, Florida Administrative
Code requires that a legal description
drawing bear the notation that
THIS IS NOT A SURVEY.

Revised: Added Utility Easement
07/08/2002 SP

SOUTHEASTERN SURVEYING & MAPPING CORP.
324 N. Orlando Avenue
Maitland, Florida 32751
407/847-0888
email: info@southeasternsurveying.com

GARY H. KRICK
REGISTERED LAND SURVEYOR NO. 4243

The quality of this image
is equivalent to the quality
of the original document.



PARCEL	LAND AREA	LAND USE	BUILDING AREA
MAIN PARCEL	49,542.10 SF (1.17 AC)	SHOPPING CENTER	PUBLIC = 44,840 SF RETAIL = 30,400 SF
OUTPARCEL NO.1	54,185.87 SF (1.25 AC)	OUTPARCEL COMMERCIAL	100,000 SF MAX.
OUTPARCEL NO.2	52,859.09 SF (1.21 AC)	OUTPARCEL COMMERCIAL	100,000 SF MAX.
TOTAL	156,587.06 SF (3.63 AC)		

PARKING:
REQUIRED: LAKE COUNTY 1 SPACE/200 SF
PUBLIC = 44,840 SF = 225 SPACES REQUIRED
RETAIL = 30,400 SF = 152 SPACES REQUIRED
TOTAL 377 SPACES REQUIRED
(HANDICAP 1 PER 25 SPACES)
PROVIDED: PUBLIC = 44,840 SF = 225 SPACES PROVIDED (5/1004)
RETAIL = 30,400 SF = 152 SPACES PROVIDED
TOTAL 377 SPACES PROVIDED
(HANDICAP 14 SPACES PROVIDED)

SITE DATA:
ZONING: C-1
EXISTING LAND USE: MIXED
PROPOSED LAND USE: RETAIL
SETBACK REQUIREMENTS:
FRONT YARD 30 FT.
SIDE YARD 12 FT.
REAR YARD 25 FT.
BUFFER REQUIREMENTS:
C.R. 435 30 FT.
S.R. 30 30 FT.
NORTH 30 FT.
EAST 15 FT.
SITE DATA:
TOTAL SITE AREA = 156,587.06 SF = 3.63 AC
NEW BUILDING AREA = 75,240.00 SF = 1.72 AC = 11.58
TOTAL PARKING AREA = 222,551.82 SF = 5.11 AC = 36.62
TOTAL IMPERVIOUS AREA = 292,361.82 SF = 6.71 AC = 48.18
TOTAL PERIMETER / AREA = 316,295.29 SF = 7.26 AC = 51.82

LEGEND:

	EXIST.	NEW
ASPHALT PAVEMENT		
CONCRETE WALK		
CONCRETE CURB		
SOIL		

SEE SHEET C100 FOR SITE DEVELOPMENT
AND SITE GEOMETRY NOTES

OVERALL NEW SITE PLAN
EAST TOWNE CENTER
REGENCY CENTERS
LAKE COUNTY, FLORIDA

08-14-02 SITE SUBMITTAL
07-03-02 100% SUBMITTAL
06-28-02 PER FOOT COMMENTS
05-06-02 PER LAKE COUNTY

Issue Date and Purpose
Project Number: 0719
Drawn by: J. HINES
Checked by: J. HINES
In Charge: J. HINES
Title: 100% SUBMITTAL
C002

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 April 28, 2015 at 6:00 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2015-38

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:

East Towne Center, 13.88 +/- acres
13900 CR 455; 13910 and 16705 SR 50
Alternate Keys 3815489, 3818669 and 3824982

LEGAL DESCRIPTION

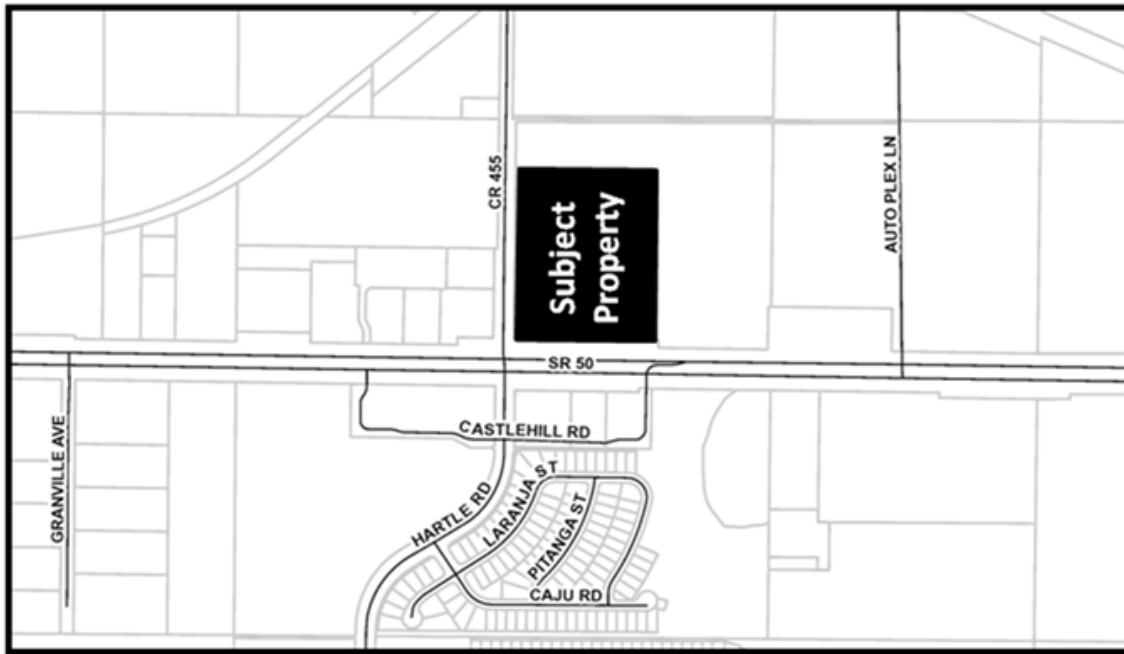
A portion of Tracts 3, 4, 13, and 14 of Lake Highlands Company subdivision of Section 26, Township 22 south, Range 26 east, according to the plat thereof as recorded in Plat Book 3, Page 52 of the Public Records of Lake County, Florida being more particularly described as follows:

Commence at the north $\frac{1}{4}$ corner of said Section 26; thence south 00°40'30" West, 244.02 feet along the west line of the northeast $\frac{1}{4}$ of said Section 26; thence south 89°34' 59" east, 33.00 feet parallel with the north line of the northeast $\frac{1}{4}$ of said Section 26 to the Point of Beginning; thence continue along said parallel line, south 89° 34'59" east, 700.01 feet; thence south 00° 40'30" west, 879.12 feet parallel with aforesaid west line of the northeast $\frac{1}{4}$ of said Section 26 to a point on the north right-of-way line of State Road No. 50 as shown on Florida Department of Transportation Right-of-Way Map Section No. 11070-2505; thence north 88° 54'49" west, 683.02 feet along said north right-of-way thence north 00° 40'30" East, 457.01 feet; thence north 89° 32'33" west, 17.00 feet to a point on the east right-of-way line of County Road 455; thence north 00° 40'30" East along said right-of-way line, 414.11 feet to the Point of Beginning,

Containing 13.88 acres, more or less

Alternate Keys 3815489, 3818669 and 3824982; 13900 CR 455; 13910 and 16705 SR 50

Location Map:



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
April 7, 2015 and April 14, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date														
Tuesday, April 14, 2015														
Agenda Item Name														
Ordinance No. 2015-39; <i>Introduction</i> East Towne Center														
Requested Action														
Move to introduce Ordinance 2015-39 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 agreement with the City was executed on February 13, 2003. The property is improved and is receiving water and sewer services from the City of Clermont. The property, approximately 13.8 acres, has been developed as a shopping center with two outparcels. 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 June. 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)														
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CITY OF CLERMONT
ORDINANCE No. 2015-39

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

A portion of Tracts 3, 4, 13, and 14 of Lake Highlands Company subdivision of Section 26, Township 22 south, Range 26 east, according to the plat thereof as recorded in Plat Book 3, Page 52 of the Public Records of Lake County, Florida being more particularly described as follows:

Commence at the north $\frac{1}{4}$ corner of said Section 26; thence south 00°40'30" West, 244.02 feet along the west line of the northeast $\frac{1}{4}$ of said Section 26; thence south

CITY OF CLERMONT
ORDINANCE No. 2015-39

89°34' 59" east, 33.00 feet parallel with the north line of the northeast ¼ of said Section 26 to the Point of Beginning; thence continue along said parallel line, south 89 34'59" east, 700.01 feet; thence south 00 40'30" west, 879.12 feet parallel with aforesaid west line of the northeast ¼ of said Section 26 to a point on the north right-of-way line of State Road No. 50 as shown on Florida Department of Transportation Right-of-Way Map Section No. 11070-2505; thence north 88 54'49" west, 683.02 feet along said north right-of-way thence north 00 40'30" East, 457.01 feet; thence north 89 32'33" west, 17.00 feet to a point on the east right-of-way line of County Road 455; thence north 00 40'30" East along said right-of-way line, 414.11 feet to the Point of Beginning,

Containing 13.88 acres, more or less

Alternate Keys 3815489, 3818669 and 3824982; 13900 CR 455; 13910 and 16705 SR 50

**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. 2015-39

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-39

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 23rd day of June, 2015.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map East Towne Center



Exhibit – Future Land Use
East Towne Center

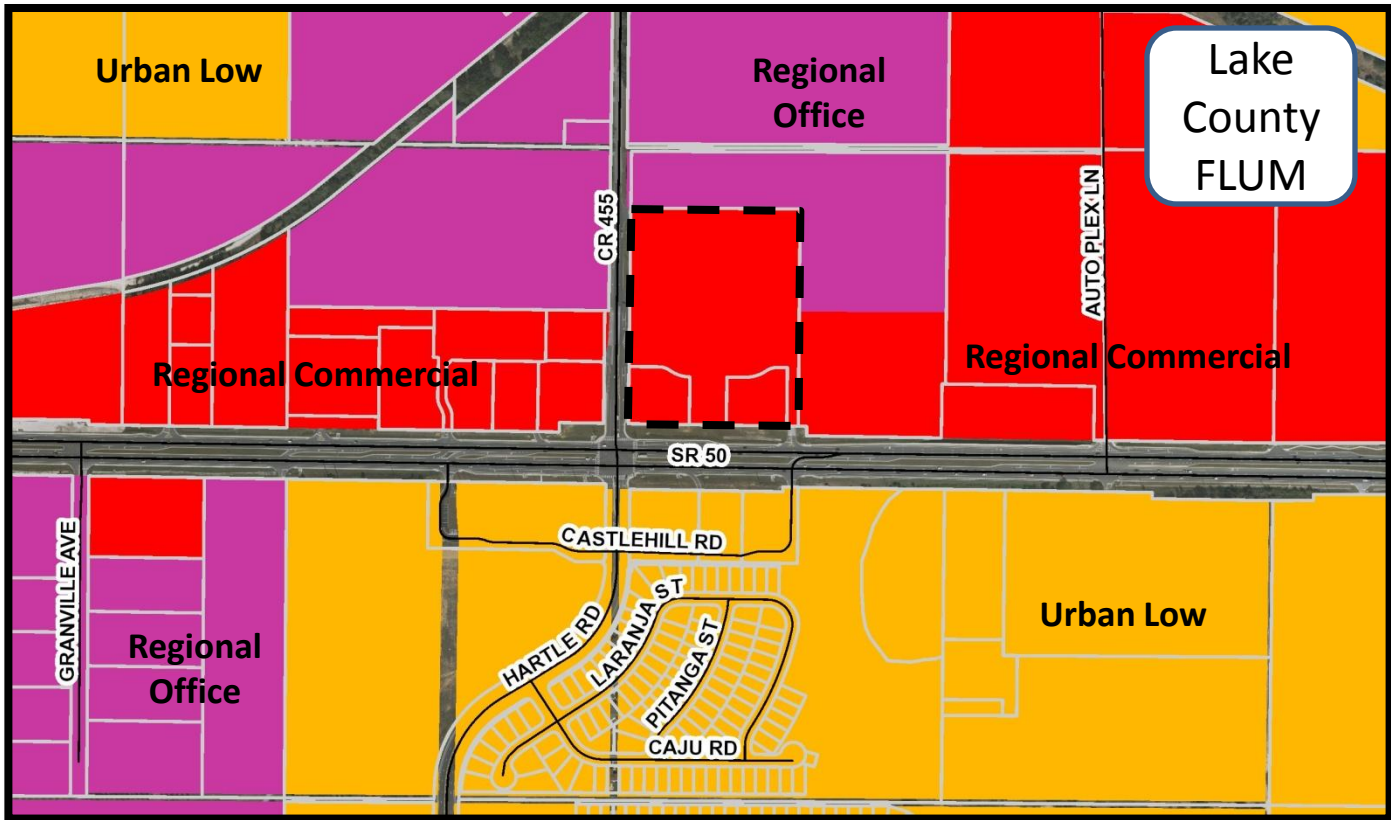


Exhibit – Zoning East Towne Center



1 1000 10 100 11 001 11 001 00 11 11 001 11 010 11 001 11 010 11 010 10 101 1 1001

2408

- 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 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 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.
- 1.9 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. The CITY shall review and either approve or reject the costs.
- 1.10 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.11 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 1.9 from the CITY in the form of Impact Fee Credits.
- 1.12 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.
- 1.13 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but should be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

Section 2. DEVELOPMENT STANDARDS

- 2.1 The project shall be developed according to the CITY Land Development Regulations with the following exceptions: 1) six interior landscape islands shall be provided rather than the eleven per Code; and 2) the landscape islands shall be 10 ft. in width including curb rather than 10 ft. in width not including curb.
- 2.2 The property shall be developed in substantial accordance with the attached Exhibit "B" Site Plan.

Section 3. ANNEXATION

- 3.1 Owner agrees that CITY may annex the Property into the City of Clermont if CITY chooses to do so. All land transfers will contain a deed restriction or covenant noting the existence of this requirement to annex, such restriction to be recorded as a covenant to run with the land.
- 3.2 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 4. 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 5. 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

David McNulty
East Towne Center, LLC
121 West Forsyth, Suite 200
Jacksonville, FL 32202

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 Mayor and OWNER through David McNulty, Vice President, Investment Services of East Towne Center, LLC.

DATED this 13 day of February, 2003.

CITY OF CLERMONT

ATTEST:


Harold S. Turville, Jr., Mayor


Joseph E. Van Zile, City Clerk

OWNER


David McNulty, Vice President, Investment Services

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared David McNulty as Vice President, Investment Services of East Towne Center, LLC, 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 13 day of FEBRUARY, 2003.



PATTI WAGNER
Notary Public, State of Florida
My comm. expires June 24, 2006
Comm. No. DD 128748

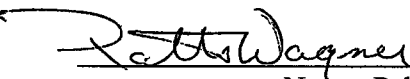

Notary Public

EXHIBIT 'A'

OR BOOK 02290 PAGE 2273

DESCRIPTION:

A portion of Tracts 3, 4, 13 and 14 of Lake Highlands Company Subdivision of Section 26, Township 22 South, Range 26 East, according to the plat thereof as recorded in Plat Book 3, Page 52 of the Public Records of Lake County, Florida being more particularly described as follows:

COMMENCE at the North 1/4 corner of said Section 26; thence South 00°40'30" West, 244.02 feet along the West line of the Northeast 1/4 of said Section 26; thence South 89°34'59" East, 33.00 feet parallel with the North line of the Northeast 1/4 of said Section 26 to the POINT OF BEGINNING; thence continue along said parallel line, South 89°34'59" East, 700.01 feet; thence South 00°40'30" West, 879.12 feet parallel with aforesaid West line of the Northeast 1/4 of said Section 26 to a point on the North Right-of-Way line of State Road No. 50 as shown on Florida Department of Transportation Right-of-Way Map Section No. 11070-2505; thence North 88°54'49" West, 683.02 feet along said North Right-of-Way thence North 00°40'30" East, 457.01 feet; thence North 89°32'33" West, 17.00 feet to a point on the East Right of Way line of County Road 455; thence North 00°40'30" East, along said East Right-of-Way line, 414.11 feet to the POINT OF BEGINNING.

CONTAINING 13.88 acres more or less.

*The quality of this image
is equivalent to the quality
of the original document.*

NOTE:

Bearings shown hereon are based on the West line of the Northeast 1/4 of Section 26, Township 22 South, Range 26 East as being South 00°40'30" West. (Assumed)

See Sheet 2 of 2 for Sketch
Sheet 1 of 2

DESCRIPTION

Date:

July 28, 2002 SP

CERT. NO. LB2108

47324010

FOR

Job No.:

47524

Scale:

N.T.S.

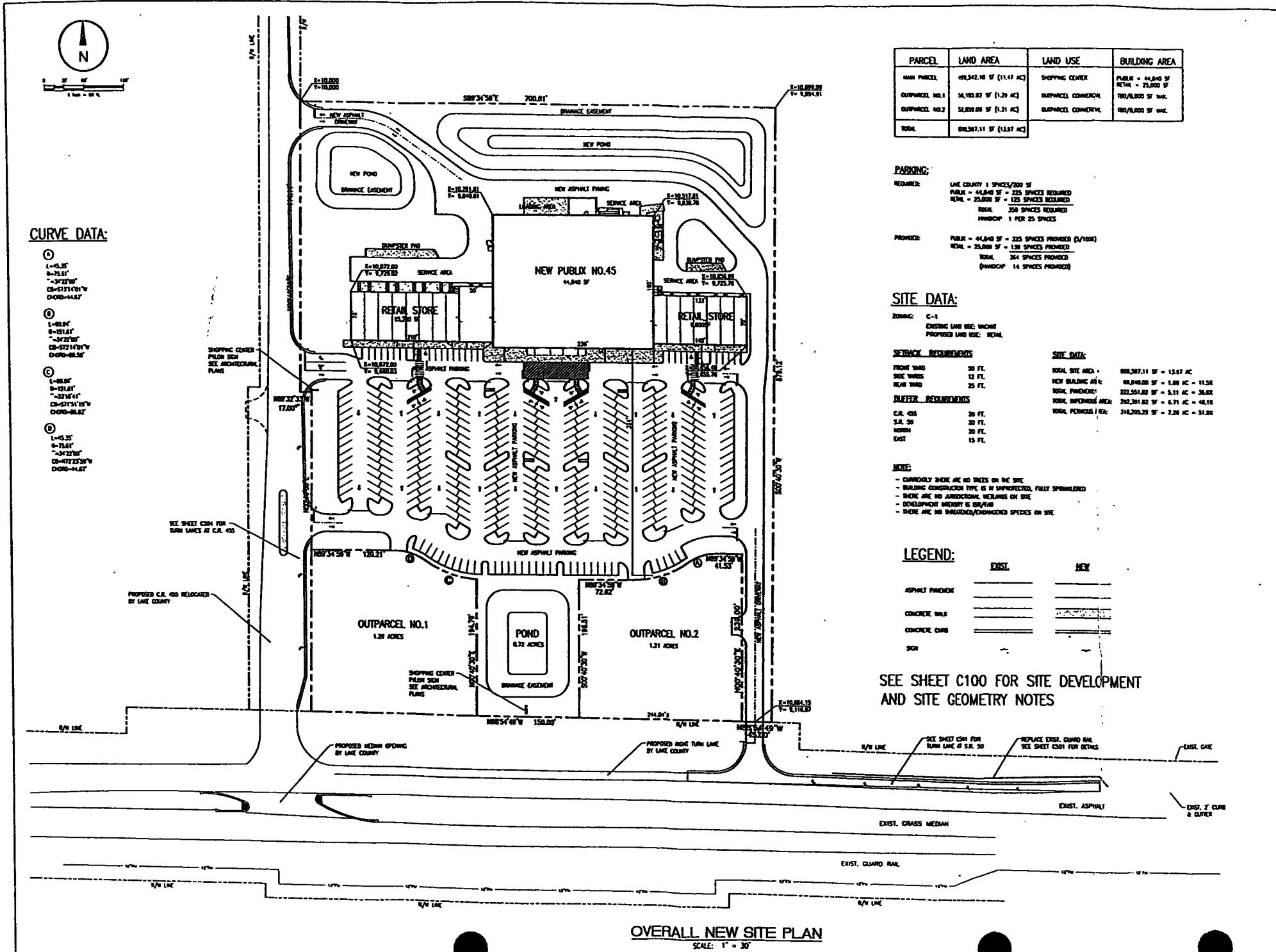
CH. 61017-6, Florida Administrative
Code requires that a legal description
drawing bear the notation that
THIS IS NOT A SURVEY.

Revised: Added Utility Easement
07/08/2002 SP

SOUTHEASTERN SURVEYING & MAPPING CORP.
324 N. Orlando Avenue
Maitland, Florida 32751
407/847-0888
email: info@southeasternsurveying.com

GARY H. KRICK
REGISTERED LAND SURVEYOR NO. 4243

The quality of this image
is equivalent to the quality
of the original document.



PARCEL	LAND AREA	LAND USE	BUILDING AREA
MAIN PARCEL	49,542.10 SF (1.17 AC)	SHOPPING CENTER	PUBLIC = 44,840 SF RETAIL = 30,400 SF
OUTPARCEL NO.1	54,185.87 SF (1.25 AC)	OUTPARCEL COMMERCIAL	100,000 SF MAX.
OUTPARCEL NO.2	52,859.09 SF (1.21 AC)	OUTPARCEL COMMERCIAL	100,000 SF MAX.
TOTAL	156,587.06 SF (3.63 AC)		

PARKING:
REQUIRED:
LAKE COUNTY 1 SPACE/200 SF
PUBLIC = 44,840 SF = 225 SPACES REQUIRED
RETAIL = 30,400 SF = 152 SPACES REQUIRED
TOTAL 377 SPACES REQUIRED
(HANDICAP 1 PER 25 SPACES)
PROVIDED:
PUBLIC = 44,840 SF = 225 SPACES PROVIDED (5/10/04)
RETAIL = 30,400 SF = 152 SPACES PROVIDED
TOTAL 377 SPACES PROVIDED
(HANDICAP 14 SPACES PROVIDED)

SITE DATA:
ZONING: C-1
EXISTING LAND USE: MIXED
PROPOSED LAND USE: RETAIL
SETBACK REQUIREMENTS:
FRONT YARD 30 FT.
SIDE YARD 12 FT.
REAR YARD 25 FT.
BUFFER REQUIREMENTS:
C.R. 435 30 FT.
S.R. 30 30 FT.
NORTH 30 FT.
EAST 15 FT.
SITE DATA:
TOTAL SITE AREA = 156,587.06 SF = 3.63 AC
NEW BUILDING AREA = 75,240.00 SF = 1.72 AC = 11.58
TOTAL PARKING AREA = 222,551.82 SF = 5.11 AC = 36.62
TOTAL IMPERVIOUS AREA = 292,361.82 SF = 6.71 AC = 48.18
TOTAL PERIMETER / AREA = 316,295.29 SF = 7.26 AC = 51.82

NOTE:
- CURRENTLY THERE ARE NO TREES ON THE SITE
- BUILDING CONSTRUCTION TYPE IS UNIMPROVED, FULLY SPRINKLERED
- THERE ARE NO ADJUNCTIONS, WETLANDS ON SITE
- DEVELOPMENT INTENSITY IS 60%/AC
- THERE ARE NO UNDEVELOPED/UNIMPROVED SPACES ON SITE

LEGEND:	EXIST.	NEW
ASPHALT PAVEMENT		
CONCRETE WALK		
CONCRETE CURB		
SOIL		

SEE SHEET C100 FOR SITE DEVELOPMENT
AND SITE GEOMETRY NOTES

URBAN DESIGN PLANNING ENGINEERING
SKConsortium, Inc.
1000 N. WILSON AVENUE, SUITE 1000, WILSON, FLORIDA 32703
TELEPHONE: 407-582-2288 / FAX: 407-582-1888 / WWW.SKCONSORTIUM.COM

OVERALL NEW SITE PLAN
EAST TOWNE CENTER
REGENCY CENTERS
LAKE COUNTY, FLORIDA

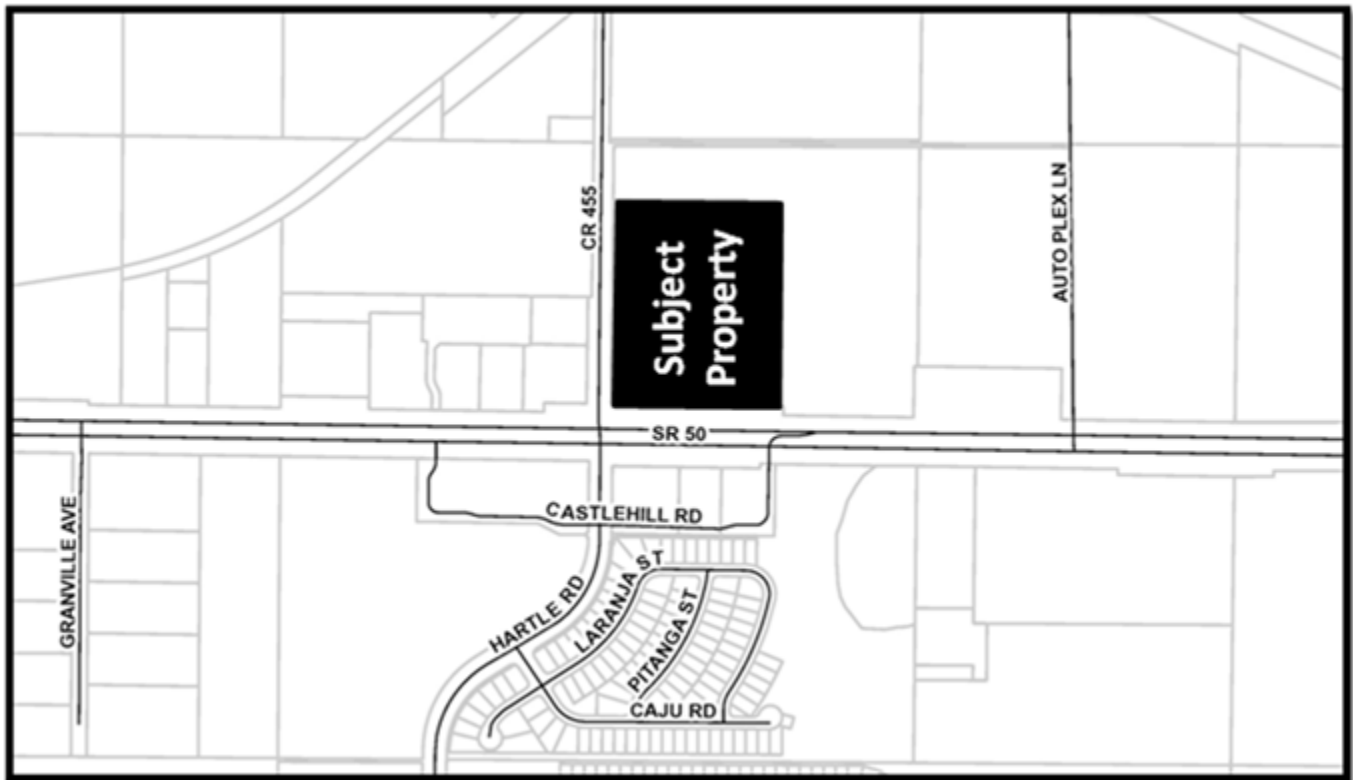
08-14-02	REV SUBMITAL
07-03-02	100% SUBMITAL
06-28-02	PER FOOT COMMENTS
05-06-02	PER LAKE COUNTY
Issue Date and Purpose	
Project Number:	0119
Drawn by:	J. HINES
Checked by:	J. HINES
Designed by:	J. HINES
Reviewed by:	J. HINES
Project Name:	C002

CITY OF CLERMONT

NOTICE OF PROPOSED AMENDMENT TO COMPREHENSIVE PLAN ORDINANCE NO. 2015-39

The City of Clermont will hold public hearings Tuesday, April 7, 2015 at 6:30 p.m. before the Planning and Zoning Commission and Tuesday, April 14, 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, June 23, 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: East Towne Center, 13.88 +/- acres
13900 CR 455; 13910 and 16705 SR 50
Alternate Keys 3815489, 3818669 and 3824982***

Ordinance #2015-39:

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.

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
March 24, 2015 and June 9, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date														
Tuesday, April 14, 2015														
Agenda Item Name														
Ordinance No. 2015-40; <i>Introduction</i> East Towne Center														
Requested Action														
Move to introduce Ordinance 2015-40.														
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 agreement with the City was executed on February 13, 2003. The property is improved and is receiving water and sewer services from the City. The property, approximately 13.8 acres, has been developed as a shopping center with two outparcels. 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)														
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4.	Legal ad	REZ legal ad.docx												

CITY OF CLERMONT
ORDINANCE No. 2015-40

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

A portion of Tracts 3, 4, 13, and 14 of Lake Highlands Company subdivision of Section 26, Township 22 south, Range 26 east, according to the plat thereof as recorded in Plat Book 3, Page 52 of the Public Records of Lake County, Florida being more particularly described as follows:

Commence at the north $\frac{1}{4}$ corner of said Section 26; thence south 00°40'30" West, 244.02 feet along the west line of the northeast $\frac{1}{4}$ of said Section 26; thence south 89°34' 59" east, 33.00 feet parallel with the north line of the northeast $\frac{1}{4}$ of said Section 26 to the Point of Beginning; thence continue along said parallel line, south 89 34'59" east, 700.01 feet; thence south 00 40'30" west, 879.12 feet parallel with aforesaid west line of the northeast $\frac{1}{4}$ of said Section 26 to a point on the north right-of-way line of State Road No. 50 as shown on Florida Department of Transportation Right-of-Way Map Section No. 11070-2505; thence north 88 54'49" west, 683.02 feet along said north right-of-way thence north 00 40'30" East, 457.01 feet; thence north 89 32'33" west, 17.00 feet to a point on the east right-of-way line of County Road 455; thence north 00 40'30" East along said right-of-way line, 414.11 feet to the Point of Beginning,

Containing 13.88 acres, more or less

Alternate Keys 3815489, 3818669 and 3824982; 13900 CR 455; 13910 and 16705 SR 50

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:

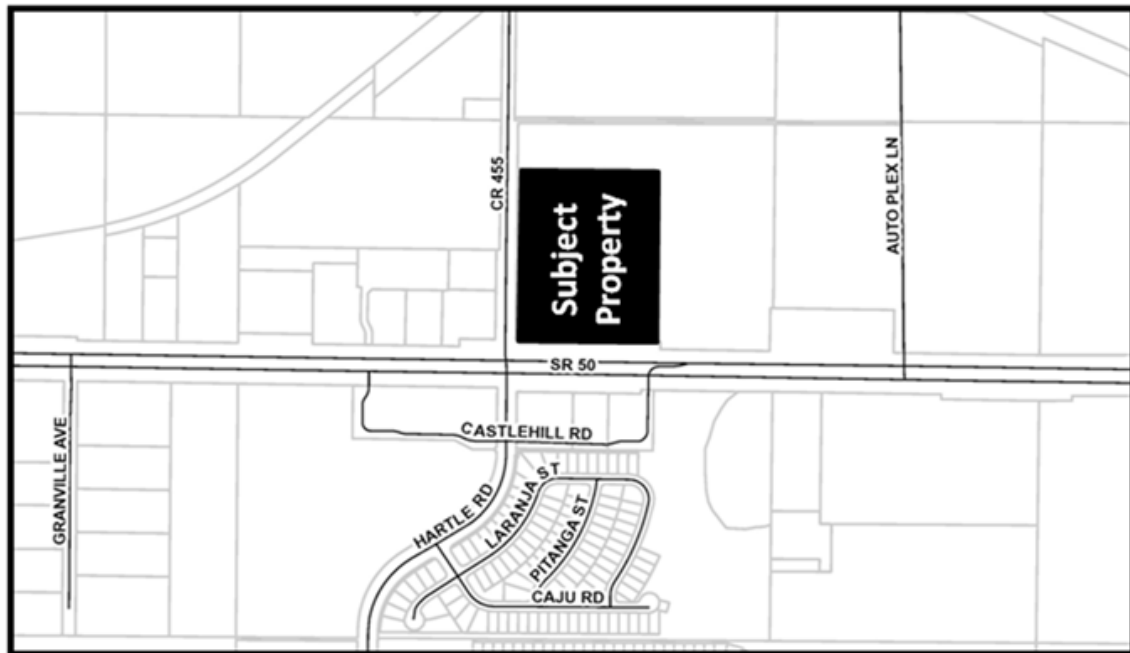
CITY OF CLERMONT
ORDINANCE No. 2015-40

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. 2015-40

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map East Towne Center



Exhibit – Future Land Use
East Towne Center

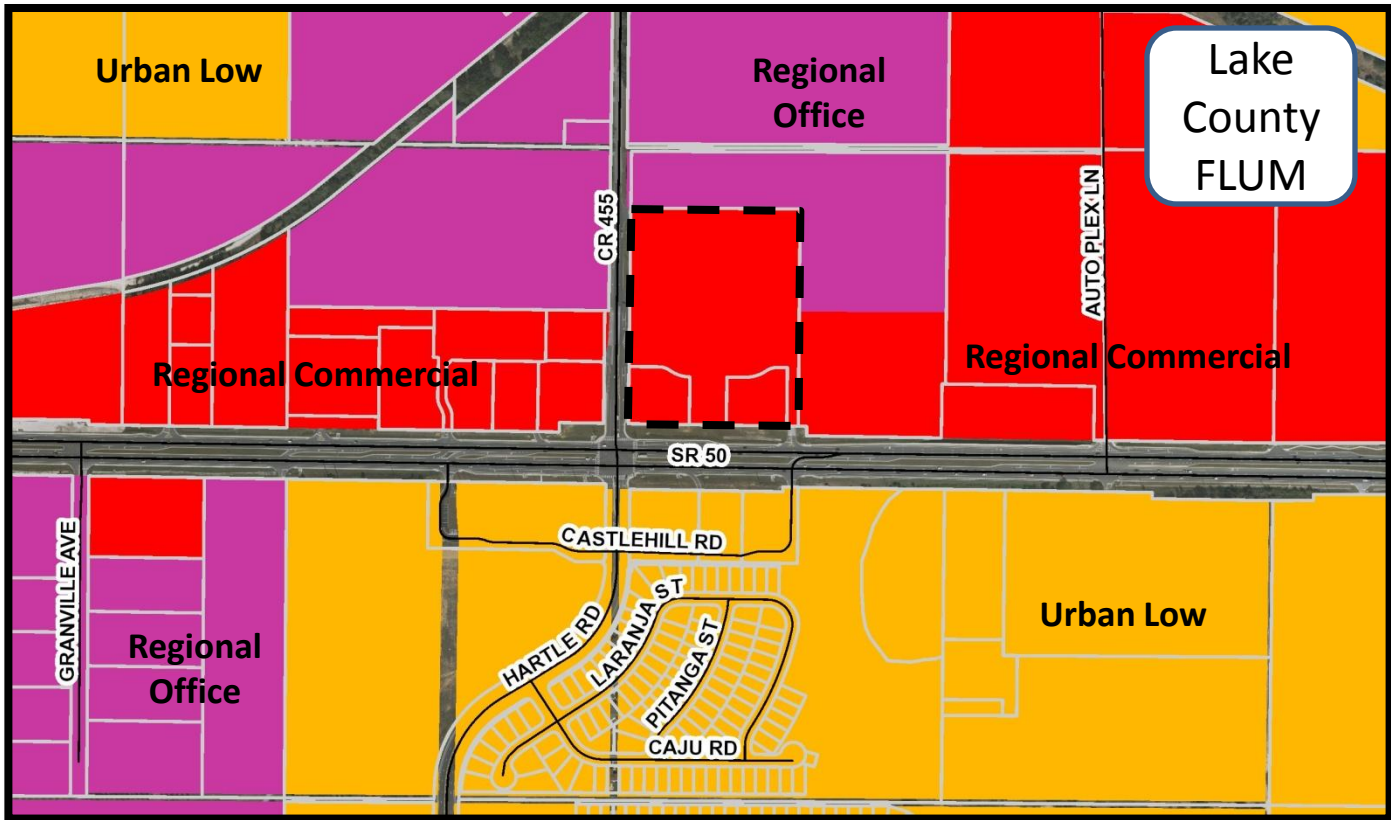
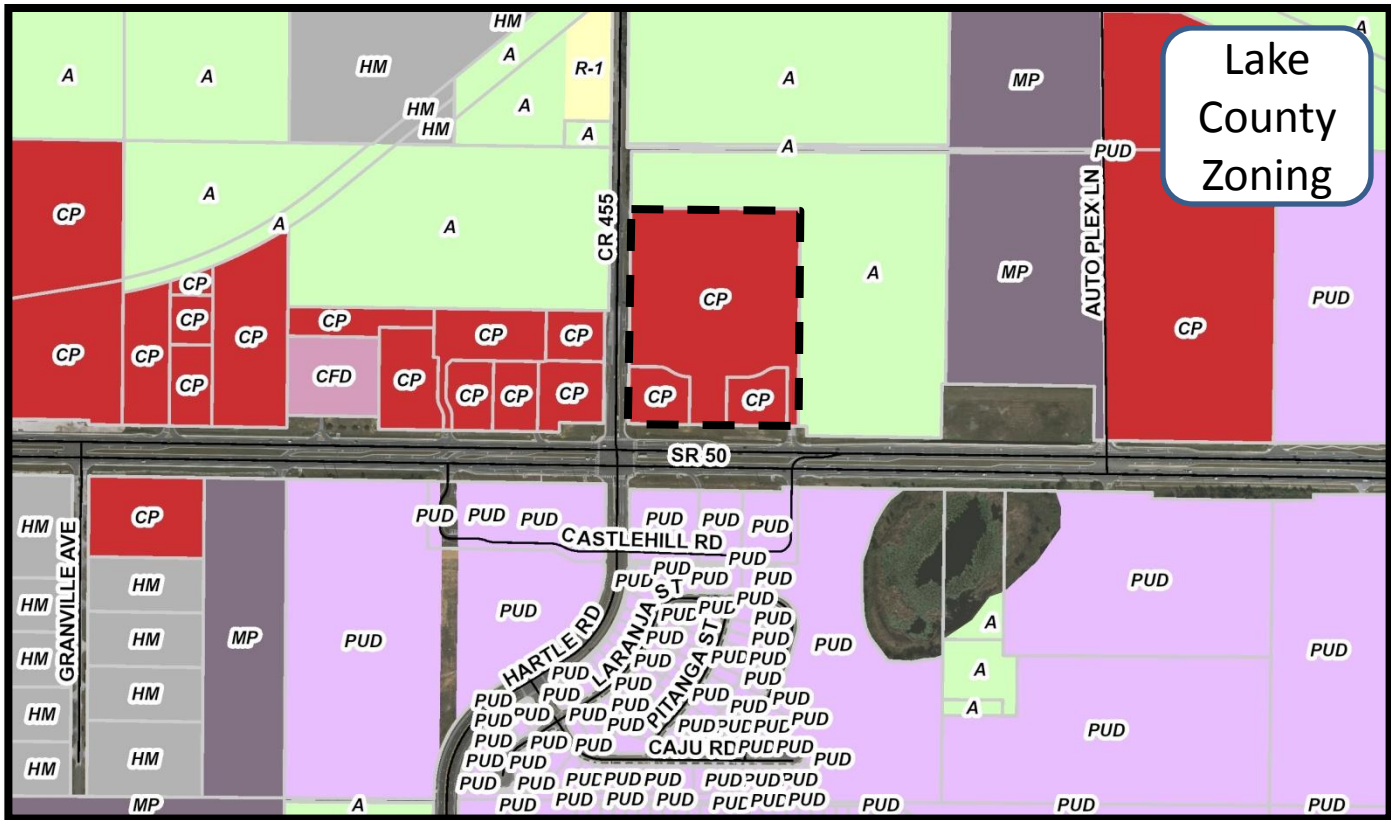


Exhibit – Zoning East Towne Center



1 1001 10 110 11 001 11 001 00 11 11 001 11 010 11 010 10 101 1 1001

This document constitutes an agreement between the CITY of Clermont, hereby referred to as **CITY**, a municipality of the State of Florida, and East Towne Center, LLC and its successors or assigns, hereby referred to as **OWNER**.

Bk 02290 Pgs 2269 - 2274; (6pgs)

DATE: 04/04/2003 07:42:09 AM

Whereas, OWNER is proposing to develop East Towne Center, which is located on real property (the "Property") described on Exhibit 'A', attached hereto and by this reference made a part hereof; and

RECORDING FEES 25.00

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 to meet 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.

- 2408

- 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 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 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.
- 1.9 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. The CITY shall review and either approve or reject the costs.
- 1.10 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.11 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 1.9 from the CITY in the form of Impact Fee Credits.
- 1.12 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.
- 1.13 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but should be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

Section 2. DEVELOPMENT STANDARDS

- 2.1 The project shall be developed according to the CITY Land Development Regulations with the following exceptions: 1) six interior landscape islands shall be provided rather than the eleven per Code; and 2) the landscape islands shall be 10 ft. in width including curb rather than 10 ft. in width not including curb.
- 2.2 The property shall be developed in substantial accordance with the attached Exhibit "B" Site Plan.

Section 3. ANNEXATION

- 3.1 Owner agrees that CITY may annex the Property into the City of Clermont if CITY chooses to do so. All land transfers will contain a deed restriction or covenant noting the existence of this requirement to annex, such restriction to be recorded as a covenant to run with the land.
- 3.2 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 4. 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 5. 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

David McNulty
East Towne Center, LLC
121 West Forsyth, Suite 200
Jacksonville, FL 32202

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 Mayor and OWNER through David McNulty, Vice President, Investment Services of East Towne Center, LLC.

DATED this 13 day of February, 2003.

CITY OF CLERMONT

ATTEST:


Harold S. Turville, Jr., Mayor


Joseph E. Van Zile, City Clerk

OWNER


David McNulty, Vice President, Investment Services

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared David McNulty as Vice President, Investment Services of East Towne Center, LLC, 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 13 day of FEBRUARY, 2003.



PATTI WAGNER
Notary Public, State of Florida
My comm. expires June 24, 2006
Comm. No. DD 128748

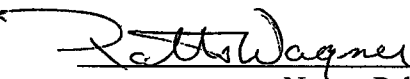

Notary Public

EXHIBIT 'A'

OR BOOK 02290 PAGE 2273

DESCRIPTION:

A portion of Tracts 3, 4, 13 and 14 of Lake Highlands Company Subdivision of Section 26, Township 22 South, Range 26 East, according to the plat thereof as recorded in Plat Book 3, Page 52 of the Public Records of Lake County, Florida being more particularly described as follows:

COMMENCE at the North 1/4 corner of said Section 26; thence South 00°40'30" West, 244.02 feet along the West line of the Northeast 1/4 of said Section 26; thence South 89°34'59" East, 33.00 feet parallel with the North line of the Northeast 1/4 of said Section 26 to the POINT OF BEGINNING; thence continue along said parallel line, South 89°34'59" East, 700.01 feet; thence South 00°40'30" West, 879.12 feet parallel with aforesaid West line of the Northeast 1/4 of said Section 26 to a point on the North Right-of-Way line of State Road No. 50 as shown on Florida Department of Transportation Right-of-Way Map Section No. 11070-2505; thence North 88°54'49" West, 683.02 feet along said North Right-of-Way thence North 00°40'30" East, 457.01 feet; thence North 89°32'33" West, 17.00 feet to a point on the East Right of Way line of County Road 455; thence North 00°40'30" East, along said East Right-of-Way line, 414.11 feet to the POINT OF BEGINNING.

CONTAINING 13.88 acres more or less.

*The quality of this image
is equivalent to the quality
of the original document.*

NOTE:

Bearings shown hereon are based on the West line of the Northeast 1/4 of Section 26, Township 22 South, Range 26 East as being South 00°40'30" West. (Assumed)

See Sheet 2 of 2 for Sketch
Sheet 1 of 2

DESCRIPTION

Date:

July 28, 2002 SP

CERT. NO. LB2108

47324010

FOR

Regency Centers

Job No.:

47524

Scale:

N.T.S.

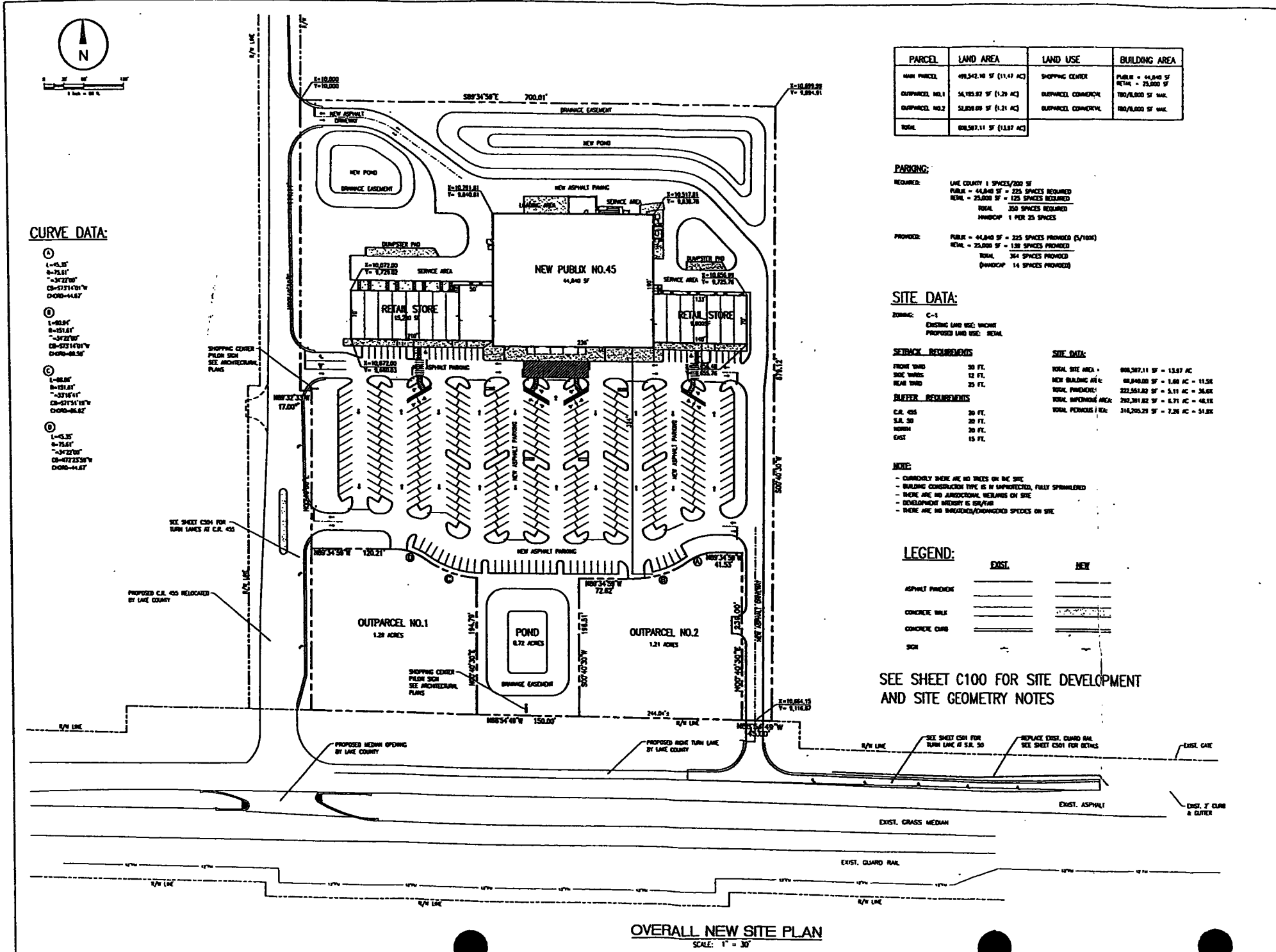
CH. 61017-6, Florida Administrative
Code requires that a legal description
drawing bear the notation that
THIS IS NOT A SURVEY.

Revised: Added Utility Easement
07/08/2002 SP

SOUTHEASTERN SURVEYING & MAPPING CORP.
324 N. Orlando Avenue
Maitland, Florida 32751
407/847-0888
email: info@southeasternsurveying.com

GARY H. KRICK
REGISTERED LAND SURVEYOR NO. 4243

The quality of this image
is equivalent to the quality
of the original document.



PARCEL	LAND AREA	LAND USE	BUILDING AREA
MAIN PARCEL	49,542.10 SF (1.17 AC)	SHOPPING CENTER	PUBLIC = 44,840 SF RETAIL = 30,400 SF
OUTPARCEL NO.1	54,185.87 SF (1.25 AC)	OUTPARCEL COMMERCIAL	100,000 SF MAX.
OUTPARCEL NO.2	52,859.09 SF (1.21 AC)	OUTPARCEL COMMERCIAL	100,000 SF MAX.
TOTAL	156,587.06 SF (3.63 AC)		

PARKING:
REQUIRED: LAKE COUNTY 1 SPACE/200 SF
PUBLIC = 44,840 SF = 225 SPACES REQUIRED
RETAIL = 30,400 SF = 152 SPACES REQUIRED
TOTAL 377 SPACES REQUIRED
(HANDICAP 1 PER 25 SPACES)
PROVIDED: PUBLIC = 44,840 SF = 225 SPACES PROVIDED (5/1004)
RETAIL = 30,400 SF = 152 SPACES PROVIDED
TOTAL 377 SPACES PROVIDED
(HANDICAP 14 SPACES PROVIDED)

SITE DATA:
ZONING: C-1
EXISTING LAND USE: MIXED
PROPOSED LAND USE: RETAIL
SETBACK REQUIREMENTS:
FRONT YARD 30 FT.
SIDE YARD 12 FT.
REAR YARD 25 FT.
BUFFER REQUIREMENTS:
C.R. 435 30 FT.
S.R. 30 30 FT.
NORTH 30 FT.
EAST 15 FT.
SITE DATA:
TOTAL SITE AREA = 156,587.06 SF = 3.63 AC
NEW BUILDING AREA = 75,240.00 SF = 1.72 AC = 11.58
TOTAL PARKING AREA = 222,551.82 SF = 5.11 AC = 36.62
TOTAL IMPERVIOUS AREA = 292,391.82 SF = 6.71 AC = 48.18
TOTAL PERIMETER / AREA = 316,295.29 SF = 7.26 AC = 51.82

LEGEND:

	EXIST.	NEW
ASPHALT PAVEMENT		
CONCRETE WALK		
CONCRETE CURB		
SOIL		

SEE SHEET C100 FOR SITE DEVELOPMENT
AND SITE GEOMETRY NOTES

OVERALL NEW SITE PLAN
EAST TOWNE CENTER
REGENCY CENTERS
LAKE COUNTY, FLORIDA

08-14-02 SITE SUBMITTAL
07-03-02 100% SUBMITTAL
06-28-02 PER FOOT COMMENTS
05-06-02 PER LAKE COUNTY

Issue Date and Purpose
Project Number: 0719
Drawn by: J. HINES
Checked by: J. HINES
In Charge: J. HINES
Title: 100% SUBMITTAL
C002

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. 2015-40

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

East Towne Center, 13.88 +/- acres
13900 CR 455; 13910 and 16705 SR 50
Alternate Keys 3815489, 3818669 and 3824982

LEGAL DESCRIPTION

A portion of Tracts 3, 4, 13, and 14 of Lake Highlands Company subdivision of Section 26, Township 22 south, Range 26 east, according to the plat thereof as recorded in Plat Book 3, Page 52 of the Public Records of Lake County, Florida being more particularly described as follows:

Commence at the north $\frac{1}{4}$ corner of said Section 26; thence south $00^{\circ}40'30''$ West, 244.02 feet along the west line of the northeast $\frac{1}{4}$ of said Section 26; thence south $89^{\circ}34'59''$ east, 33.00 feet parallel with the north line of the northeast $\frac{1}{4}$ of said Section 26 to the Point of Beginning; thence continue along said parallel line, south $89^{\circ}34'59''$ east, 700.01 feet; thence south $00^{\circ}40'30''$ west, 879.12 feet parallel with aforesaid west line of the northeast $\frac{1}{4}$ of said Section 26 to a point on the north right-of-way line of State Road No. 50 as shown on Florida Department of Transportation Right-of-Way Map Section No. 11070-2505; thence north $88^{\circ}54'49''$ west, 683.02 feet along said north right-of-way thence north $00^{\circ}40'30''$ East, 457.01 feet; thence north $89^{\circ}32'33''$ west, 17.00 feet to a point on the east right-of-way line of County Road 455; thence north $00^{\circ}40'30''$ East along said right-of-way line, 414.11 feet to the Point of Beginning,

Containing 13.88 acres, more or less

Alternate Keys 3815489, 3818669 and 3824982; 13900 CR 455; 13910 and 16705 SR 50

FROM UE Urban Estate
TO C-2 General Commercial

This request will be considered by the Planning & Zoning Commission on Tuesday, April 7, 2015 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, April 28, 2015 at 6:00 p.m. for final enactment.

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

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

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
March 31, 2015 and April 14, 2015

Location Map:

