



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, June 23, 2015**

Welcome to our Council meeting. In the interest of time efficiency and ensuring that everyone who wishes to address the Council is given the opportunity to do so, the following will apply to all comments made by the public. For items listed on the agenda, each speaker will be permitted 5 minutes to address the Council. For non-agenda items, each speaker will be permitted 3 minutes to address the Council. These time limits may be extended by the Mayor. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

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

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| Item No. 1 - Meeting Minutes | Consider request to approve minutes of the January 27, 2015 and February 10, 2015 Regular Council meeting. |
| Item No. 2 - Resolution No. 2015-21 | Consider Resolution to approve Fiscal Year 2015 Budget Amendments |
| Item No. 3 - Resolution No. 2015-22 | Consider Resolution request to repeal and replace Chapter 5 of the Personnel Policy. |
| Item No. 4 - Plat Approval | Consider approval of the plat for Highland Ranch Esplanade Phase 1A |
| Item No. 5 - Master Plan Agreement | Consider agreement with Robert Thompson of Winter Park Consulting Group, LLC, to provide professional consulting services for the downtown portion of the City's Master plan. |

UNFINISHED BUSINESS

- | | |
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| Item No. 6 - Ordinance No. 2015-14; <i>Final</i>
Plaza Collina | Consider an Ordinance for a large-scale comprehensive plan amendment to change the future land use from Lake County Regional Commercial to City Master Planned Development, located north of SR 50, west of the Orange County line, and south of Old Highway 50. |
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**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, June 23, 2015**

Item No. 7 - Ordinance No. 2015-21; *Final*
Don Mealey Chevrolet

Consider an 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. 8 - Ordinance No. 2015-39; *Final*
East Towne Center

Consider an 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. 9 - Ordinance No. 2015-30; *Withdrawn*

Napleton Clermont and Lake County Sheriff's Office

NEW BUSINESS

Item No. 10 - Hancock Park Grant Request

Tourist Development Council Discussion

Item No. 11 - Fire Fee Study

Consultant to present draft study update.

Item No. 12 - Fiscal Year 2015/2016 Budget
Preview

Presentation

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
MINUTES
REGULAR COUNCIL MEETING
January 27, 2015

The Clermont City Council met in a regular meeting on Tuesday, January 27, 2015 in the Council Chambers at City Hall. Mayor Ash called the meeting to order at 7:00pm with the following Council Members present: Council Members Goodgame, Mullins, Bates and Travis. Other City officials present were: City Manager Gray, City Attorney Mantzaris and City Clerk Ackroyd.

INVOCATION

Pastor Drew Marshall gave the invocation followed by the Pledge of Allegiance.

PROCLAMATIONS

City Clerk Ackroyd read the proclamation for the Rotary Club of South Lake County Day. Mayor Ash presented the proclamation to Roger Pierce on behalf of the Rotary Club of South Lake County.

Robert Mack; Rotary Club President, commented on the sixty-years of service the Rotary Club has provided to the community.

Mayor Ash changed the Council Agenda order to hear Reports before Public Comments.

REPORTS

City Manager Gray announced Council workshops will be held the 4th Thursday of each month, as needed. The next workshop will be held on February 26 at 6:15pm.

City Attorney Mantzaris – No report.

Council Member Bates asked for discussion regarding the start time for Council meetings. Mayor Ash requested the discussion occur at the end of the meeting.

Council Member Goodgame reported the Metropolitan Planning Organization will hold their meeting in the Council Chambers on Wednesday, January 28, at 4pm; followed by the Horizons Award Night for Outstanding Accomplishments in Transportation at the Clermont City Center.

Council Member Mullins – No report.

Council Member Travis announced the South Lake Chamber will participate in the Lake County Tourism Exposition on February 4 at the Clermont City Center from 2 to 6pm. The Citizens of the Year Gala will be held on February 6 at Bella Collina.

Mayor Ash read a statement aloud regarding time limits. At the Council meeting of January 13, there was a lengthy dialogue about the time limits imposed during the December 9 Council meeting. That meeting was particularly challenging since there were 29 items on the agenda, making it the longest agenda ever addressed by the Council. As a result, staff recommended meetings begin at 6pm instead of 7pm. The order of the agenda items were changed so that items that had not required advertising would be dealt with during the first hour of the meeting. In addition, because of the large number of items to be dealt with, I personally made the decision to implement the timed public comment procedure. Each speaker would be given five minutes to comment on an agenda item. At the last Council meeting, allegations were made that rights of our residents were violated by implementation of this time limit.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
January 27, 2015

After listening to the recorded minutes, I found that nine people spoke in opposition to the Woodwinds Apartments, with only two reaching the five minute time limit. All others made their comments within the time allotted. During the next part of the meeting, more than twenty questions or comments were made by the Council Members to the applicant. So, this one agenda item took more than an hour. This meeting was exceptional in many ways. We attempted to make the process as timely as possible for all those involved. However, even with the time limits, the Council meeting lasted more than six hours, ending after midnight. There was no intent on the part of the staff or me, as Mayor, to stifle the residents of Clermont. Time limits were imposed on that date because of the situation that existed that night. They will not be implemented, as a rule, at Council meetings. I realize that residents are sometimes unaware of Council procedures and options they may have. I will be taking steps to help residents become more knowledgeable about our City government and its processes. I ask that you give us time to develop and implement those changes.

PUBLIC COMMENTS

Charlene Forth commented on Mayor Ash's statement and the time limits imposed.

Tim Murry thanked the City and Parks and Recreation Director Teske for their support provided to the Christian Men in Action's Martin Luther King Day event.

Ron Smart; Clermont Downtown Partnership Executive Director, commented on the success of the food truck events and mentioned the challenge of drawing the public to the 8th Street merchants. He requested the event-boundary barricades be moved to include the 8th Street merchant area.

City Manager Gray stated staff was not opposed.

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

Walt Martin commented the Council Chambers needed an improved sound system. City Manager Gray stated the Information Technology Department contacted a contractor regarding improvements to the system.

Charlene Forth presented a photograph and documents related to Steve Smith's Women's Shelter. She presented a photograph of the Magic Moments bus parked on DeSoto Street. Ms. Forth provided copies of a prior letter from Ossinsky & Cathcart regarding the parking situation on DeSoto Street and requested Planning & Zoning receive a copy of all items presented.

CONSENT AGENDA

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

Item No. 1 – Easement Agreement

Consider approval of the utility easement agreement for tract "D" in Lost Lake Reserve.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
January 27, 2015

Item No. 2 – Surplus Request

Consider approval to declare surplus and dispose of end of life inventory from Environmental Services and Public Works Department.

Item No. 3 – Term Contract Award

Consider approval of Request for Proposals award to Fred Fox Enterprises, Inc. to provide CDBG Grant Writing and Administration Services.

Item No. 4 – Contract Award

Consider request to piggyback the Volusia County contract number 14-B-102VO with three awarded contractors Blueline Rental, Nortrax, Inc., and Ring Power Corporation to provide equipment rental.

Item No. 5 – Contract Award

Consider request to piggyback the City of Miami contract with Law Enforcement Supply for the purchase and installation of emergency vehicle equipment.

Item No. 6 – Bid Award and Budget Amendment

Consider approval of bid award to Tindale-Oliver & Associates, Inc. for non-utility fees comprehensive study and a budget amendment in the amount of \$57,234.98.

Item No. 7 – Event Request

Consider request to approve the Clermont Downtown Partnership's event "Got Kidz? Expo" Festival & Sidewalk Chalk Art Contest.

Item No. 8 – Event and Sponsorship Request

Consider the request to approve the CFT Sommer Sports Events and Sponsorship for 2015.

Item No. 9 – Agreement

Consider approval of contract agreement with KaBOOM! for Clermont Arts & Recreation Playground.

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

Mayor Ash announced Item 11; Ordinance 2014-33, was withdrawn.

UNFINISHED BUSINESS

Item No. 10 – New Police Station Site

City Manager Gray provided a brief background of the new police station site. Council previously determined the site downtown was not large enough. Council reviewed population centers, residential area locations, and the location of the center of the City. The Council selected the site on Hooks Street

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
January 27, 2015

and Citrus Tower Boulevard, however the site had several issues. The City purchased the Arts and Recreation Center and Council directed staff to look at the site as another option. Options were brought back to Council and Council requested staff to review additional locations at the Clermont Community Center complex.

Kevin Radigan; Architect Design Group, presented the potential site options at the Clermont Community Center and the current Hooks Street location.

Site Option "A"; northwest of the Arts and Recreation building, has access to the Hammock Ridge Road traffic signal on Highway 27 requiring minimal construction of connecting roads, minimal modifications to underground utilities, and a clear separation between the Arts and Recreation building. The site would require removal of pine trees, substantial costs for retaining walls, less efficient parking, limited traffic flow, and could limit opportunities for the south portion of the complex.

Site Option "B"; south of the Arts and Recreation building, would require minimal ground preparation and grading, retains the north parcel for future sale or development, closer parking, and would require minimum modifications to utilities. The location is not visible from major roads, lacks direct access to Hammock Ridge Road and Highway 27, erecting a wall towards the swimming pool should be considered, extension of utilities would be required, and Arts and Recreation field activities and overflow parking would decrease.

Site Option "C"; east of the Arts and Recreation building, has direct access to Highway 27 and retains the west parcel of the complex for future use. The site would require removal of pine trees, substantial costs for retaining walls, and less efficient parking.

Site Option "D"; Hooks Street and Citrus Tower Boulevard, has direct access to roads, site permitting has been completed, and is centrally located. The location would require extensive retaining walls, has limited expansion space, increased development costs, and increased construction time.

Mayor Ash opened the public hearing.

Jim Purvis spoke in support of Site Option "D".

Mary Jo Pfeiffer expressed concern with the egress and ingress at Hammock Ridge Road.

Ann Dupee spoke in support of Site Option "A".

Walt Martin supported Site Options "C" or "D".

Mayor Ash closed the public hearing.

Police Chief Broadway preferred Site Option "D".

Council Member Travis preferred Site Option "D".

Council Member Bates preferred Site Option "A" and inquired if the current police station could be rebuilt. Council Member Mullins commented parking was an issue at the current facility.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
January 27, 2015

Mayor Ash supported acquiring land around the current police station and building a two-story facility. She requested City Manager Gray investigate options for the downtown facility.

Council Member Mullins preferred locating the new police station at the Clermont Community Center and selling the Hooks Street and Citrus Tower Boulevard property.

Council Member Goodgame preferred Site Option "D".

Mr. Radigan commented DeWitt; the Site Option "D" developer, recommended a joint access easement for his development further to the east on Hooks Street. The joint access easement lowers the site eight feet. ADG did not recommend the site for development as it is not a good situation for the City.

Mayor Ash commented she understood the City paid \$1.2 million, the land was appraised at \$400,000, and the difference was to pay for site development.

City Attorney Mantzaris stated the contract had a provision which valued the grading work and stub-out for the integrated stormwater system on the property at \$100,000. The money was held back from the purchase price and was to be paid out to DeWitt when the work was completed. The agreement provided the site was to be graded to the City's specifications. In August 2012, the City presented a grading plan to DeWitt and a dispute arose over implementation of the plan and the impact on the adjacent property. In January 2013 the City received a substantially different grading plan from DeWitt and DeWitt was advised the property was to be graded to the City's specifications. The City and DeWitt reached an impasse and the next step was to litigate the contract. Should Council move forward with the terms of the contract with DeWitt, the issue would have to be resolved or litigated.

Mayor Ash commented more information was needed about building on the existing police station site before making a decision.

Council Member Bates moved to table discussion to the February 26 workshop; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Item No. 12 – Ordinance No. 2015-03; *Final*

City Clerk Ackroyd read Ordinance No. 2015-03 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 MDG Partners, LP; 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.

City Manager Gray reported the Ordinance would grant a non-exclusive garbage franchise to MDG Partners, LP for commercial garbage collection.

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

Council Member Goodgame moved to adopt Ordinance 2015-03; seconded by Council Member Mullins. The motion passed 5 to 0 on a roll call vote.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
January 27, 2015

NEW BUSINESS

Item No. 13 – Lost Lake Reserve DRI Second Amendment to the Development Order

Development Services Director Hollerand presented the request for a second amendment to the Lost Lake Reserve Development of Regional Impact Development Order. The existing Phase 1 development includes developments such as The Reserve at Lost Lake, Walmart, Bob Evans, Sundance Apartments, The Vistas Apartments, and Lake Felter Park. The remaining approved uses in Phase 2 include 63,750 square feet of professional office space, 5 acres of institutional use, and 298,610 square feet of commercial and retail.

The Lost Lake Reserve development was required to complete a transportation monitoring and modeling study by the East Central Florida Regional Planning Council prior to starting Phase 2. The study concluded the intersection of State Road 50 and Citrus Tower Boulevard was adversely impacted and the applicant has offered a proportionate fair share contribution of \$60,000 toward mitigation of the intersection. The City agreed to accept the payment and apply the funds toward the widening of Johns Lake Road from Lost Lake Elementary to North Hancock Road. The Planning and Zoning Commission recommended approval of the request. Staff recommended approval of the request.

Attorney Cecelia Bonifay was present on behalf of the master developer of the Lost Lake Development of Regional Impact.

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

Council Member Goodgame commented the development should pay to four-lane Steve's Road from Citrus Tower Boulevard to Hancock Road. He stated a traffic signal at Lost Lake Elementary on John's Lake Road was needed and the public deserves to have additional infrastructure, due to the impact of the Lost Lake Reserve development.

Attorney Bonifay stated the infrastructure needs were accounted for at the time the Development of Regional Impact was completed in 2002, and no additional density or intensity had been added to the project. The amendment was to provide \$60,000 for widening Johns Lake Road as a result of the required transportation monitoring and modeling study. The Metropolitan Planning Organization, City of Clermont, Lake County, East Central Florida Regional Planning Council, and the Florida Department of Transportation agreed \$60,000 was Lost Lake Reserve's proportionate share.

Council Member Goodgame stated \$60,000 was inadequate and would not cover the cost to widen Johns Lake Road.

Attorney Bonifay commented the developer provided over \$10 million towards road projects which had not been required under the Development of Regional Impact Development Order.

Mayor Ash asked City Attorney Mantzaris if Council was accepting the second amendment to the Development of Regional Impact or accepting the amount of the proportionate fair share contribution.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
January 27, 2015

City Attorney Mantzaris replied the Council was accepting the amendment. The first amendment in 2010 specified the criteria related to the transportation improvements and the proportionate fair share. The amount was based on the modeling done, and the formula was based on the previously approved Development Orders.

Council Member Mullins moved to accept the amendment to the Development Order; seconded by Council Member Bates. The motion passed 4 to 1 with Council Member Goodgame opposed.

Item No. 14 – Facility Management and Promotion License Agreement

Public Information Officer Bloodsworth presented the request for an agreement with E & M Theatricals to manage the Performance Hall and Theatre at the Arts and Recreation Center building. E & M Theatricals agreed to absorb costs associated with acquiring entertainment, marketing the programs, and seek expense reimbursement through ticket sales and sponsorships. She requested approval of the agreement with E & M Theatricals, Inc.

Jeanie Linders was present to answer any questions.

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

Council Member Goodgame inquired if staff would be actively involved in event planning. City Attorney Mantzaris stated the agreement requires coordination of the events with City staff.

Council Member Mullins moved to approve the agreement with E & M Theatrical; seconded by Council member Travis. The motion passed with all members present voting aye.

Item No. 15 – Single Stream Recycle and Contract Award

Environmental Services Director Kinzler presented the proposed Single Stream Recycling program. The current recycling vehicles need to be replaced and the proposal included automated vehicles and 65-gallon containers. The current process is the recycling bins are manually loaded, sorted, and placed in the recycling vehicles. Single Stream Recycling is automated, the materials do not require sorting, and customers can easily wheel the containers to the curb. The projected annual cost savings was \$96,000.00. Staff requested approval of transitioning from manual recycling to an automated Single Stream Recycling program.

Mayor Ash opened the public hearing.

Walt Martin spoke in favor of the program. He commented some homes do not have room for a large garbage receptacle and a large recycle container.

Jim Purvis spoke in favor of the program.

Don Dennis commented Lake County recently went to a new recycling program and provided residents the option of a smaller sized receptacle.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
January 27, 2015

Council Member Goodgame commented some municipalities have combined waste and recycle items in one container and inquired if the City was looking into such an option in the future. Environmental Services Director Kinzler stated it appears that will be the direction of the industry in the future and staff will monitor industry trends.

Council Member Bates inquired if there were different sizes for waste and recycle receptacles available for residents who have limited storage space. Environmental Services Director Kinzler replied staff would assist residents with various available options.

Council Member Bates moved for approval; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Item No. 16 – Ordinance No. 2015-04; *Introduction*

City Clerk Ackroyd read Ordinance 2015-04 aloud by title only.

An Ordinance of the Code of Ordinances of the City of Clermont, Lake County, Florida, adopted pursuant to Section 125.01(l)(q), Florida Statutes (1999), consenting to the inclusion of the City of Clermont, Florida, within the county-wide Municipal Service Taxing Unit for the provision of ambulance and emergency medical services, as adopted by the Board of County Commissioners of Lake County, Florida; providing for the City to be included within said Municipal Service Taxing Unit for a specified term of years; providing for severability, effective date and publication.

Council Member Mullins moved for introduction of Ordinance 2015-04; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

Item No. 17 – Ordinance No. 2015-05; *Introduction*

City Clerk Ackroyd read Ordinance 2015-05 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, amending the City of Clermont Police Officers' Pension Trust Fund, as adopted by Ordinance No. 304-C; providing plan benefit revisions; providing for severability of provisions; repealing all Ordinances in conflict herewith; and providing an effective date.

Council Member Mullins moved for introduction of Ordinance 2015-05; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

Item No. 18 – Ordinance No. 2015-06; *Introduction*

City Clerk Ackroyd read Ordinance 2015-06 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 NRC Construction Inc., providing for the term of the franchise and for other purposes connected with a franchise for the collection of garbage within the City of Clermont.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
January 27, 2015

Council Member Mullins moved for introduction of Ordinance 2015-06; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

Council Member Bates requested discussion regarding changing the Council meeting start time. Mayor Ash opened the discussion for Council consideration.

Council Member Mullins preferred 6:30pm.

Council Member Bates moved to change Council meeting times to 6:30pm; seconded by Council Member Travis. The motion passed 4 to 1 with Mayor Ash opposed.

City Manager Gray commented the Planning and Zoning Commission requested to begin their meetings at 6:00pm. The Code Enforcement Board changed their meeting start time to 6:00pm a year ago and there had not been any issues.

Council discussed the meeting time options of 6:00pm and 6:30pm and inquired how the Code Enforcement Board start time was changed.

City Attorney Mantzaris stated staff came before City Council after discussing a 6:00pm start time with the Code Enforcement Board, and Council approved the requested change. The Planning and Zoning Commission change requires direction from Council, as the start time is incorporated into the City Code.

Jim Purvis spoke in support of a start time change of 6:30pm as opposed to 6:00pm. Mayor Ash agreed with Mr. Purvis.

A workshop will be scheduled.

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

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
February 10, 2015

The Clermont City Council met in a regular meeting on Tuesday, February 10, 2015 in the Council Chambers at City Hall. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Goodgame, Mullins, Bates and Travis. Other City officials present were: City Manager Gray, City Attorney Mantzaris and City Clerk Ackroyd.

INVOCATION

Pastor Everett Gates gave the invocation followed by the Pledge of Allegiance.

PUBLIC COMMENTS

There were no public comments.

REPORTS

City Manager Gray reported the Lake County Planning and Zoning Commission voted 4 to 1 to recommend denial of the Cemex sand mine application. The application will be heard by the Lake County Board of County Commissioners on February 24.

Mayor Ash suggested residents who are unable to attend should send a letter to the Lake County Commissioners.

City Attorney Mantzaris – No report.

Council Member Bates – No report.

Council Member Goodgame announced the Sally and James Townsend play will be performed at 2:00pm on February 21 and 22 at the South Lake Historical Village. Lake County Public Works will hold a dedication of the South Lake Trail at the bridge on County Road 561 at 9:30am on February 26.

Council Member Mullins reported he received the final visitation figures from the Lake County Tourism Board for 2014. Tourist visitation increased by 13% for the year, with the last three months of 2014 averaging a monthly increase of 18%. He reported First Friday on Montrose Street expanded to 8th Street with 11 food trucks. The Chili Competition and Tug of War between the Clermont Police Department and Fire Department will be held on Sunday, February 15.

Council Member Travis stated the South Lake Chamber of Commerce thanked the City of Clermont for being a Silver Sponsor to the Chairman's Gala at Bella Collina. She congratulated the winners; Citizen of the Year, Gary Clark; Business of the Year, Senninger Irrigation; Heritage Award, South Lake Hospital; Oakley Seaver Special Award, New Beginnings; and the Revitalization Award, Modern Orthodontics. The South Lake Chamber Ambassador Breakfast will be held on February 21 at the Wesley Center.

Mayor Ash commented the City had good representation at the Lake County Planning and Zoning Commission meeting regarding the Cemex sand mine. She announced a new information sheet was available outlining the City Council meeting process.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
February 10, 2015

CONSENT AGENDA

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

Item No. 1 – Bid Award

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

Item No. 2 – Contract and Budget Amendment

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

Item No. 3 – Position Request and Budget Amendment

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

Item No. 4 – Event Request

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

Jim Purvis pulled Consent Agenda Item 2. City Manager Gray commented Finance Director VanZile would provide a presentation regarding the fire assessment fee study.

Council Member Goodgame moved to approve Consent Agenda Items 1, 3 and 4; seconded by Council Member Mullins. The motion passed with all members present voting aye.

City Manager Gray addressed Consent Agenda Item 2 and stated staff was reviewing several revenue options, including consideration of a fire assessment fee. The Florida Statutes require the City to notify the Lake County Property Appraiser and the Lake County Tax Collector of any potential assessments no later than March 1.

Finance Director Van Zile presented the request to approve Tindale-Oliver & Associates to conduct a fire assessment fee study. The fire assessment would be charged on an annual basis to all property owners within the city limits to fund basic fire protection costs. Most governments charging the fee place it on the annual property taxes.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
February 10, 2015

The benefits of a fire assessment fee include an equitable way to spread the cost of providing fire service, relieves pressure on the General Fund, helps address the City's deficit, and diversifies revenue sources. Staff requested approval of the contract and budget amendment.

Council Member Travis inquired if the City could review the fire assessment fees charged by other entities as opposed to hiring a consultant. City Attorney Mantzaris stated the City should use an expert who is familiar with the methodology and the calculations in case the fee is challenged. The fee study is specific to the area and cannot be extracted from another entity.

Council Member Goodgame inquired if the study would include potential income from the Interlocal Service Boundary Agreement annexations. City Manager Gray stated the annexations would be phased in and the properties annexed prior to June 1 would be on the property tax rolls the following year.

Council Member Mullins was in favor of moving forward with the fee study.

Council Member Goodgame requested information the projected revenues for the future annexations.

Council Member Bates suggested tabling the item to the next meeting to receive more information.

Mayor Ash opened the public hearing.

Jim Purvis spoke in opposition and urged Council to table the request.

City Attorney Mantzaris stated the final assessment must be adopted by September 1, which is consistent with the budget process. The key time-line is the adoption of the resolution to set up the process to collect the assessment, if the assessment is adopted.

Walter Martin supported approving the study and suggested delaying the splash pad for another year to save money.

Mayor Ash closed the public hearing.

Council Member Mullins moved to adopt Consent Agenda Item 2 and move ahead with the contract.

Mayor Ash passed the gavel to Council Member Goodgame.

Mayor Ash seconded the motion. The motion passed 4 to 1 with Council Member Bates in opposition.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
February 10, 2015

UNFINISHED BUSINESS

Item No. 5 - Variance Request, Clermont Hillside Terrace

Planning Manager Henschel stated the request was first considered by the City Council on January 13, 2015 and was postponed to allow the applicant time to consider alternatives for signage. The applicant revised the original request and requested a second monument sign to be larger than 50% of the primary monument sign. The proposal was to relocate the original primary monument sign to the Brogden Drive entrance and consider the sign the second monument sign; which is larger than allowed by City Code. A new primary sign meeting City Code would replace the original primary monument sign. Staff recommended denial of the variance.

Attorney Jimmy Crawford was present on behalf of the applicant. Mr. Crawford commented the request allows more visibility to the entrance of the property.

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

Council Member Goodgame moved for approval of the variance request; seconded by Council Member Bates.

Council Member Mullins inquired if the original primary sign broke while moved, would a replacement be built to City Code. Attorney Crawford stated the replacement sign would be built to City Code.

The motion passed with all members voting aye.

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

City Clerk Ackroyd read Ordinance 2015-04 aloud by title only.

An Ordinance of the Code of Ordinances of the City of Clermont, Lake County, Florida, adopted pursuant to Section 125.01(l)(q), Florida Statutes (1999), consenting to the inclusion of the City of Clermont, Florida, within the county-wide Municipal Service Taxing Unit for the provision of ambulance and emergency medical services, as adopted by the Board of County Commissioners of Lake County, Florida; providing for the City to be included within said Municipal Service Taxing Unit for a specified term of years; providing for severability, effective date and publication.

City Manager Gray stated the Ordinance was a recurring agreement regarding the City's participation in the county-wide ambulance and emergency medical services system. All fourteen Lake County municipalities are part of the system. The City previously adopted the agreement on an annual basis and staff is requesting approval for a three year term to be consistent with the other municipalities.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
February 10, 2015

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

Council Member Goodgame was opposed to extending the term for three years because Clermont needed additional ambulances assigned to the area.

Council Member Mullins stated ambulances are stationed and dispatched based on need, not on population.

Council Member Goodgame moved to adopt the Ordinance for a one year period; seconded by Council Member Mullins. The motion passed 5 to 0 on a roll call vote.

Council Member Goodgame requested Jerry Smith; Lake Emergency Medical Services, present Council with financial information regarding servicing Clermont.

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

City Clerk Ackroyd read Ordinance 2015-05 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, amending the City of Clermont Police Officers' Pension Trust Fund, as adopted by Ordinance No. 304-C; providing plan benefit revisions; providing for severability of provisions; repealing all Ordinances in conflict herewith; and providing an effective date.

Finance Director Van Zile presented the Ordinance to correct a scribner error of the off-duty disability benefit percentage.

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

Council Member Goodgame moved to approve; seconded by Council Member Mullins. The motion passed 5 to 0 on a roll call vote.

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

City Clerk Ackroyd read Ordinance 2015-06 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 NRC Construction Inc., providing for the term of the franchise and for other purposes connected with a franchise for the collection of garbage within the City of Clermont.

City Attorney Mantzaris stated the Ordinance was one of several franchise ordinances the City has with commercial collection haulers.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
February 10, 2015

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

Council Member Goodgame moved for adoption of Ordinance 2015-06; seconded by Council Member Mullins. The motion passed 5 to 0 on a roll call vote.

NEW BUSINESS

Item No. 9 - Variance Request, Granny Nannies

Planning Manager Henschel presented the request to expand the office building by adding a 250 square-foot screen room to the rear of the building. The proposed screen room would block two existing parking stalls. The applicant was granted a previous variance which reduced parking by three spaces as a result of adding a 200 square-foot addition to the rear of the building. The current and previous request would leave a total deficit of five parking spaces on the site. Staff recommended denial of the variance request.

Applicant Mary Lou Wieloszynski was present and requested approval.

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

Council Member Mullins asked if there was a parking capacity requirement by a state agency, and would the screen enclosure increase the license capacity.

Ms. Wieloszynski stated the Department of Health uses a parking ratio of 45 square-foot per-person, excluding screen enclosures. The license capacity would not be increased by the Department of Health.

Council Member Goodgame inquired if additional staffing would be required.

Ms. Wieloszynski stated the staffing requirement has a 1 to 6 ratio per client. The screen room addition would not change the staffing requirement.

Council Member Bates asked if the building was sold to another business, would the addition of the screen room affect the new business.

City Attorney Mantzaris stated if there was a change of use, the variance would not follow. Another Conditional Use Permit would be required.

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

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
February 10, 2015

ADJOURN: With no further comments, this meeting was adjourned at 7:57pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 23, 2015		
Agenda Item Name		
Resolution No. 2015-21		
Requested Action		
Move to approve Resolution No. 2015-21.		
Staff Report		
Resolution No. 2015-21 is proposed to amend the City's adopted budget for the current fiscal year. The amendments are necessary to formally amend the budget primarily for City Council approvals since April 2015.		
Additional Analysis		
Fiscal Impact Summary		
Total net increase to fund balances - all funds \$727,437		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution No. 2015-21 Resolution No 2015-21 - 06-16-15 .docx		

CITY OF CLERMONT
RESOLUTION NO. 2015-21

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CLERMONT, LAKE COUNTY, FLORIDA, AUTHORIZING
BUDGET AMENDMENTS FOR THE CITY OF CLERMONT
FOR FISCAL YEAR 2014-2015**

WHEREAS, it is hereby found and determined by the City Council of the City of Clermont, Lake County, Florida, that the following budget amendments are necessary for the Fiscal Year October 1, 2014 to September 30, 2015:

GENERAL FUND

1. Increase Training (10515-55401) \$ 5,500
To amend the Development Services Department budget for additional training.
2. Increase Other Current Charges (10519-54900) \$ 25,000
To amend the Other General Government budget for the payment of the general liability insurance deductible pertaining to an alleged inverse condemnation/denial of due process claim against the City.
3. Increase Minor Equipment (10521-55204) \$ 600
Increase Training & Education (10521-55401) \$ 2,000
Increase Capital Equipment (10521-66401) \$ 11,900
To amend the Police Department budget for the purchase, training and equipment of a replacement K9 approved by the City Council on April 28, 2015.
4. Increase Professional Services – General (10541-53100) \$ 46,050
To amend the Public Works Department budget to move the funding source for a street paving study from the Infrastructure Sales Tax Fund to the General Fund.
5. Increase Minor Equipment (10560-55204) \$ 4,324
Increase Training (10560-55401) \$ 1,280
To amend the Human Resources Department budget for additional costs associated with a reclassified position.
6. Increase Special Events - 4th of July (10574-54810-74001) \$ 12,000
To amend the Parks and Recreation Department budget for the July 4th fireworks show approved by the City Council on June 9, 2015.
7. Increase Transfer to Capital Projects Fund (10581-99114-72117) \$ 5,797
To amend the budget to increase the Transfer to the Capital Projects Fund for the Boathouse project.

- | | |
|--|------------|
| 8. Increase Fund Balance (10399-39900)
To amend the budget to reflect actual reserves at October 1, 2014. | \$ 507,417 |
| 9. Increase Fund Balance (10599-59900)
Total General Fund Adjustments. | \$ 392,966 |

BUILDING SERVICE FUND

- | | |
|--|------------|
| 1. Increase Fund Balance (11399-39900)
To amend the budget to reflect actual reserves at October 1, 2014. | \$ 244,347 |
| 2. Increase Fund Balance (11599-59900)
Total Building Service Fund Adjustments. | \$ 244,347 |

INFRASTRUCTURE SALES TAX FUND

- | | |
|--|------------|
| 1. Increase Capital Outlay - Vehicles (12522-66400)
To amend the Fire Department budget for the purchase of a pumper fire apparatus approved by the City Council on May 26, 2015. | \$ 380,347 |
| 2. Decrease Repair & Maintenance – Streets (12541-54603)
To amend the Public Works Department budget to move the funding Source for a street paving study from the Infrastructure Sales Tax Fund to the General Fund. | \$ 46,050 |
| 3. Increase Transfer to Capital Projects Fund (12581-99114-72117)
To amend the budget to increase the Transfer to the Capital Projects Fund for the Boathouse project. | \$ 238,192 |
| 4. Increase Fund Balance (12399-39900)
To amend the budget to reflect actual reserves at October 1, 2014. | \$ 329,457 |
| 5. Decrease Fund Balance (12599-59900)
Total Infrastructure Sales Tax Fund Adjustments. | \$ 243,032 |

RECREATION IMPACT FEES FUND

- | | |
|---|-----------|
| 1. Increase Transfer to Capital Projects Fund (14581-99114-72109)
To amend the budget to increase the Transfer to the Capital Projects Fund for the Splash Pad project final costs. | \$ 18,085 |
| 2. Increase Capital Outlay – Other Improvement (14542-66300-72117)
To amend the budget for the purchase and installation of racing marker buoys as approved by the City Council on March 24, 2015. | \$ 64,995 |

- | | | |
|---|----|---------|
| 3. Decrease Transfer to Capital Projects Fund (14581-99114-72117)
To amend the budget to reduce the amount of Recreation Impact Fees to be used for the Boathouse project. | \$ | 172,852 |
| 4. Decrease Fund Balance (14399-39900)
To amend the budget to reflect actual reserves at October 1, 2014. | \$ | 91,216 |
| 5. Decrease Fund Balance (14599-59900)
Total Recreation Impact Fees Fund Adjustments. | \$ | 1,444 |

POLICE IMPACT FEES FUND

- | | | |
|--|----|-------|
| 1. Decrease Fund Balance (15399-39900)
To amend the budget to reflect actual reserves at October 1, 2014. | \$ | 4,657 |
| 2. Decrease Fund Balance (15599-59900)
Total Police Impact Fees Fund Adjustments. | \$ | 4,657 |

FIRE IMPACT FEES FUND

- | | | |
|--|----|---------|
| 1. Increase Fire Impact Fees Revenue (16324-32411)
To amend the budget to reflect Fire Impact Fees exceeding budgeted amount. | \$ | 25,000 |
| 2. Increase Transfer to Capital Projects Fund (16581-99114-22801)
To amend the budget to increase the Transfer to the Capital Projects Fund for the construction of Fire Station No. 4. | \$ | 331,700 |
| 3. Decrease Fund Balance (16399-39900)
To amend the budget to reflect actual reserves at October 1, 2014. | \$ | 27,737 |
| 4. Decrease Fund Balance (16599-59900)
Total Fire Impact Fees Fund Adjustments. | \$ | 334,437 |

DEBT SERVICE FUND

- | | | |
|--|----|---------|
| 1. Increase Fund Balance (22399-39900)
To amend the budget to reflect actual reserves at October 1, 2014. | \$ | 109,063 |
| 2. Increase Fund Balance (22599-59900)
Total Debt Service Fund Adjustments. | \$ | 109,063 |

CAPITAL PROJECTS FUND

- | | | |
|---|----|---------|
| 1. Decrease Professional Services (32542-53100-72117) | \$ | 19,475 |
| Decrease Minor Equipment (32542-55204-72117) | \$ | 680 |
| Increase Capital Outlay (32542-66301-72117) | \$ | 91,292 |
| Increase Transfer from General Fund (32381-38100-72117) | \$ | 5,797 |
| Increase Transfer from Infrastructure Fund (32381-38104-72117) | \$ | 238,192 |
| Decrease Transfer from Recreation Impact Fees Fund (32381-38105-72117) | \$ | 172,852 |
| To amend the budget for the final costs associated with the construction of the Boathouse. | | |
| 2. Increase Capital Outlay – Splash Pad (32572-66301-72109) | \$ | 18,085 |
| Increase Transfer from Recreation Impact Fee Fund (32381-38105-72109) | \$ | 18,085 |
| To amend the budget for the final costs associated with the construction of the Splash Pad. | | |
| 3. Increase Professional Services – Fire Station No. 4 (32522-53100-22801) | \$ | 31,700 |
| Increase Capital Outlay – Fire Station No. 4 (32522-66201-22801) | \$ | 300,000 |
| Increase Transfer from Fire Impact Fees Fund (32381-38116-22801) | \$ | 331,700 |
| To amend the budget for the City's share of the Fire Station No. 4 construction costs in fiscal year 2015 as approved by the City Council on November 12, 2014. | | |

WATER FUND

- | | | |
|--|----|---------|
| 1. Decrease Fund Balance (41399-39900) | \$ | 115,722 |
| To amend the budget to reflect actual reserves at October 1, 2014. | | |
| 2. Decrease Fund Balance (41599-59900) | \$ | 115,722 |
| Total Debt Service Fund Adjustments. | | |

SEWER FUND

- | | | |
|--|----|-----------|
| 1. Increase Fund Balance (42399-39900) | \$ | 1,518,064 |
| To amend the budget to reflect actual reserves at October 1, 2014. | | |
| 2. Increase Fund Balance (42599-59900) | \$ | 1,518,064 |
| Total Sewer Fund Adjustments. | | |

WATER IMPACT FEE FUND

- | | | |
|--|----|---------|
| 1. Increase Fund Balance (43399-39900) | \$ | 186,232 |
| To amend the budget to reflect actual reserves at October 1, 2014. | | |
| 2. Increase Fund Balance (43599-59900) | \$ | 186,232 |
| Total Water Impact Fee Fund Adjustments. | | |

SEWER IMPACT FEE FUND

- | | |
|--|--------------|
| 1. Decrease Fund Balance (44399-39900) | \$ 1,396,710 |
| To amend the budget to reflect actual reserves at October 1, 2014. | |
| 2. Decrease Fund Balance (44599-59900) | \$ 1,396,710 |
| Total Sewer Impact Fee Fund Adjustments. | |

STORMWATER FUND

- | | |
|--|------------|
| 1. Increase Fund Balance (45399-39900) | \$ 406,486 |
| To amend the budget to reflect actual reserves at October 1, 2014. | |
| 2. Increase Fund Balance (45599-59900) | \$ 406,486 |
| Total Stormwater Fund Adjustments. | |

SANITATION FUND

- | | |
|--|------------|
| 1. Decrease Fund Balance (49399-39900) | \$ 112,937 |
| To amend the budget to reflect actual reserves at October 1, 2014. | |
| 2. Decrease Fund Balance (49599-59900) | \$ 112,937 |
| Total Sanitation Fund Adjustments. | |

CRA FUND

- | | |
|--|-----------|
| 1. Increase Fund Balance (60399-39900) | \$ 74,418 |
| To amend the budget to reflect actual reserves at October 1, 2014. | |
| 2. Increase Fund Balance (60599-59900) | \$ 74,418 |
| Total CRA Fund Adjustments. | |

CEMETERY FUND

- | | |
|--|----------|
| 1. Increase Fund Balance (61399-39900) | \$ 4,800 |
| To amend the budget to reflect actual reserves at October 1, 2014. | |
| 2. Increase Fund Balance (61599-59900) | \$ 4,800 |
| Total Cemetery Fund Adjustments. | |

Net Increase to Fund Balance – All Funds	\$ 727,437
--	------------

NOW, THEREFORE, BE IT RESOLVED, that the above said budget amendments of the City of Clermont for the Fiscal Year 2014-2015 are hereby adopted.

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 23rd day of June, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, June 23, 2015	
Agenda Item Name	
Resolution No. 2015-22	
Requested Action	
Move to adopt Resolution 2015-22 to repeal Personnel Policy Chapter 5: Employee Benefits in its entirety, including amendments, and replace with the attached proposed document, which includes changes to Chapter 5 as well as amendments previously approved by City Council.	
Staff Report	
Staff proposes that Chapter 5 of the Personnel Policy, which was approved and adopted by the City Council of February 26, 2013 be repealed and replaced with the attached document. Proposed changes are requested to synchronize policy and City practice, as well as update the City's policy with state and federal employment laws. The "redline" document shows all changes made to Chapter 5; the following list outlines significant changes being proposed (also highlighted in yellow in the redline document): - Section 2 - Holiday Leave, Item D. - Changes the number of hours for holiday pay and/or time off in lieu of holiday pay from eight hours to the number of hours worked on a regularly scheduled shift. - Section 2 - Holiday Leave, Item E. - Changes eligibility for holiday pay to require that an employee must be on an approved pay status both the work day before and the work day after. - Section 4 - Military Leave - Updated language to reflect changes and requirements of Florida Statutes. - Section 5 - Sick Leave, Item D. - Payment of Sick Leave - Changes eligibility for payment of sick leave requiring that employees report to their department in accordance with their departmental call-in procedures, at least 30 minutes prior to his/her scheduled start time. - Section 5 - Sick Leave, Item E. - Emergency Personal Injury or Illness - Changes the criteria under which an employee must have a doctor's statement, reducing the number of days an employee is absent from 5 to 3. - Section 5 - Sick Leave, Item N. - Conversion of Sick Leave - If approved, would introduce a new program that incentivizes employees to conservatively use their sick leave privileges. Eligible employees would be able to convert up to 3 full workdays of unused sick leave to personal days, to be used within a calendar year. - Section 6 - Family Medical Leave Act - Prohibits outside or supplemental employment when an employee is on paid FMLA leave. Provides for an exception dependent upon circumstance, if leave is unpaid, and if such request is made prior to the leave. - Section 9 - Compensatory Leave - Increases the maximum number of compensatory leave hours that an employee may accumulate from 40 to 80 hours.	

- **Section 14 - Bereavement Leave** - Updates the definition of family member to add great grandparents, great grandchildren, aunts, uncles, sister-in-law, brother-in-law, son-in-law, and daughter-in-law.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|---|--|
| 1. | Resolution | Agenda Item - Personnel Policy Amendments - CH. 5 - RESOLUTION.pdf |
| 2. | Personnel Policy Change - Chapter 5 - - REDLINE | Personnel Policy Changes - Chapter 5 - Redline for agenda item 6 16 15.pdf |
| 3. | Personnel Policy Change - Chapter 5 - FINAL | Personnel Policy Changes - Chapter 5 - Final for agenda item 6 16 15.pdf |

**CITY OF CLERMONT
RESOLUTION NO. 2015-22**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, REPEALING PERSONNEL POLICY CHAPTER 5: EMPLOYEE BENEFITS IN ITS ENTIRETY; REPLACING PERSONNEL POLICY CHAPTER 5: EMPLOYEE BENEFITS AS ADOPTED HEREIN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Clermont City Council has determined that it is in the best interest of the City of Clermont, that changes be made to the Personnel Policy.

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

Section 1

The City Council of the City of Clermont does hereby adopt and implement the replacement to Personnel Policy Chapter 5: Employee Benefits as set forth in Attachment A, attached hereto and incorporated herein and attached to this Resolution; and

Section 2

This resolution shall take effect immediately upon its adoption.

CITY OF CLERMONT
RESOLUTION NO. 2015-22

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 23rd day of June, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

CHAPTER 5: EMPLOYEE BENEFITS

SECTION 1: ANNUAL LEAVE

Annual leave credit may be used as accrued after the employee has completed six (6) consecutive calendar months of employment. Previous employment with the City will not count towards years of full-time service. Annual leave shall be credited to employees on a bi-weekly basis in accordance with the following schedule:

<u>Years of Service</u>	<u>Employee Type</u>		
	<u>8/10 Hour</u>	<u>12 Hour</u>	<u>24 Hour</u>
0-4	3.08 hours	3.23 hours	4.61 hours
5-9	3.69 hours	3.85 hours	5.54 hours
10-14	4.61 hours	4.85 hours	6.93 hours
15-19	5.53 hours	5.81 hours	8.31 hours
20 and over	6.15 hours	6.46 hours	9.23 hours

Employees working in positions regularly scheduled to work 1,664 hours or more annually (with the exception of police officers and firefighters who work an assigned shift), shall receive pro-rated accruals based upon the number of hours they are regularly scheduled to work.

The maximum amount of annual leave that employees not covered by a collective bargaining agreement may accumulate is as follows:

<u>Employee Type</u>	<u>Maximum</u>
8/10 hour	320 hours
12 hour	336 hours
24 hour	400 hours

No employee shall be permitted to forego his/her vacation and receive pay in lieu thereof, except that an employee who is separated from the City payroll, for any reason, before receiving all of the vacation for which he/she has become eligible prior to the time of his/her termination, shall receive pay for that portion of his/her vacation due but not received.

Absence on account of sickness, injury or disability in excess of that hereinafter authorized for such purposes shall, at the request of the employee and within the discretion of the Department Director, be charged against Annual Leave

allowance.

Each Department Director shall schedule annual leaves with particular regard to the seniority of employees, in accordance with operating requirements and, insofar as possible, with the requests of the employees.

When an employee is on any authorized absence, exclusive of annual leave, for more than the time period noted in the following schedule, the employee shall be placed in a non-leave earning classification until such time that the employee returns to work:

<u>Employee Type</u>	<u>Time Period Absent</u>
8/ 10 hour	15 consecutive working days
12 hour	12 consecutive shifts
24 hour	7 consecutive shifts

An employee who is eligible for vacation may take it at any time agreeable to the employee and Supervisor. The employee must complete a Leave Request Form.

~~Upon request and with Supervisor approval, vacation pay may be distributed on the last work day preceding an employee's approved vacation period.~~

Each Supervisor may use whatever methods of compiling and scheduling leave requests he/she wants to, as long as the methods are reasonable, fair, consistent, and not discriminatory against any group. Supervisors shall not schedule annual leave in such a way that departmental operations break down or are seriously understaffed.

Annual leave may be taken in ~~one (1) quarter-~~hour increments.

If an employee with approved leave works additional hours during the work week, it shall be the decision of the employee whether to reduce the amount of leave requested.

Upon termination of employment for any reason, employees who have been employed with the City for at least six (6) consecutive months shall be paid for all unused annual leave time.

Prior to any payout being made to an eligible employee, all City property and/or equipment in possession of the employee must be returned to the employee's Supervisor or designee, if applicable.

SECTION 2: HOLIDAY LEAVE

- A. The following days shall be observed as official City holidays.

The first day of January (New Years Day)
The third Monday of January (Martin Luther King Day)
The last Monday in May (Memorial Day)
The fourth day of July (Independence Day)
The first Monday in September (Labor Day)
The eleventh day of November (Veterans Day)
The fourth Thursday in November (Thanksgiving Day)
The fourth Friday in November (Day after Thanksgiving Day)
The twenty-fourth day in December (Christmas Eve)
The twenty-fifth day in December (Christmas Day)

- B. When a holiday observed by the City falls on Sunday, such holiday shall be observed on Monday after the holiday. When a holiday observed by the City falls on Saturday, such holiday shall be observed on Friday before the holiday.

- C. Christmas Eve holiday may be observed on either the day before or after Christmas at the discretion of the City Manager, in an effort to provide for a long four (4) day weekend when possible.

- D. All employees who meet the holiday pay eligibility requirements outlined in this section shall be paid holiday pay equivalent to ~~eight (8) the same number of~~ hours worked on a regularly scheduled shift for that position at the employee's regular rate of pay ~~regardless of the number of hours the employee normally works in a shift~~. In the event that the observed holiday falls on the employee's regularly scheduled day off, the employee may request and, with Department Director approval, be given ~~eight (8) hours~~ off with pay the same number of hours worked on a regularly scheduled shift for that position in the same pay ~~period~~week, instead of being paid the holiday pay.

All employees who are required to work on the observed holiday and do not qualify for the overtime premium as noted in Chapter 4 of this policy shall be paid for all hours worked on the holiday at the rate of one and one-half times (1.5) the employee's regular rate of pay. In addition, the employee must meet the holiday pay eligibility requirements outlined in Chapter 5 of this policy.

The observed holiday for Monday – Friday workers is the day in

accordance with Chapter 5, Section 2, B. of this policy. The observed holiday for all other employees is the actual holiday.

E. To be eligible for holiday pay, an employee must meet the following requirements:

1. Be a full-time employee.
2. Must work on the scheduled days prior to and after the holiday; ~~or – However, if the absence on the day before or after the holiday was due to any of the reasons listed below, the employee will receive holiday pay:~~

~~a. The day of absence was previously approved.~~

~~b. The employee is absent because of personal sickness or accident and brings in a doctor's statement indicating medical attention has been received.~~

~~c. The employee is absent due to being on approved bereavement leave.~~

~~d. The employee is absent due to a current on the job injury.~~

3. Be in an approved pay status both the work day before and the work day after the holiday. Pay status includes employees on paid annual, sick, or comp time, as well as workers compensation and personal days.

4. An employee who reports for work on the scheduled work date prior to the holiday will be considered to have worked that day, even though he/she is unable, due to emergency or illness, to complete the normal work day. The same will apply to the first scheduled workday after the holiday.

SECTION 3: PERSONAL DAYS

Employees are entitled to two (2) Personal Days per calendar year. They may be scheduled by an employee, but are subject to the Department Director's approval and with the following restrictions:

1. The employee must have completed six (6) consecutive

months of full-time employment with the City.

2. Personal Days cannot be carried forward to the next calendar year.
3. Personal Days must be taken in one day (no hourly increments).
4. Personal Days are equivalent to the number of hours worked by the employee ~~in a normal shift~~ on a regularly scheduled shift for that position.

SECTION 4: MILITARY LEAVE

A leave of absence without pay will be granted to any employee who is serving in the Uniformed Services even if such period of military service may be for more than 12 months. Health insurance coverage (for the employee and his/her dependents will end on the date the employee enters military service or on the last day of the month in which the leave commences, whichever occurs first, but may be continued at the employee's election in accordance with the terms of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)). Upon honorable discharge, the employee will be reinstated with the City in accordance with USERRA.

In accordance with Section 115.09, Florida Statutes, an employee who is a service member in the National Guard or a reserve component of the Armed Forces of the United States will be granted leave of absence to perform active military service. The first 30 days of any such leave of absence will be with full pay.

Additionally, in accordance with Section 250.48, Florida Statutes, an employee who is a member of the Florida National Guard will be granted a leave of absence with pay on all days during which the employee is engaged in active state duty for a named event, declared disaster, or operation pursuant to Florida Law. However, a leave of absence without loss of pay granted under this section may not exceed 30 days for each emergency or disaster, as established by executive order.

An employee who is a member of the National Guard or who is a reservist in any branch of the Uniformed Services shall be granted military leave not in excess of ~~seventeen (17) 240 hours reserve~~ working days per calendar year in accordance with Florida Statute 115.07 when they are engaged in training ordered under the provisions of the United States military or naval training regulations for such personnel when assigned to active or inactive duty. The leave amount shall be at the employee's regular rate of pay. Administrative leaves of absence for

additional or longer periods of time for assignment to duty functions of a military character will be granted without pay. It is the employee's responsibility to notify his/her supervisor as far in advance as possible so that arrangements can be made for the employee's absence, but in no case no more than 3 days after receiving orders. If an employee fails to provide notice to the City prior to the date he/she is to report for duty, the City can may decline to reinstate that the employee in accordance with USERRA.

Note: Also refer to the Family and Medical Leave Section.

SECTION 5: SICK LEAVE

It is the policy of the City to provide reasonable time off with pay, up to the amount of unused sick leave earnings, to employees who are unable to work due to illness or injury. Sick leave with pay is not a right which an employee may demand, but a privilege granted by the City. Previous employment with the City will not count towards years of full-time service.

A. RATE OF EARNINGS:

Sick leave shall be credited to employees on a bi-weekly basis in accordance with the following schedule:

<u>Years of Service</u>	<u>Employee Type</u>		
	<u>8/10 Hour</u>	<u>12 Hour</u>	<u>24 Hour</u>
Less than 1 year	1.84 hours	1.94 hours	2.31 hours
More than 1 year	3.69 hours	3.88 hours	4.62 hours

Employees working in positions regularly scheduled to work 1,664 hours or more annually (with the exception of police officers and firefighters who work an assigned shift), shall receive pro-rated accruals based upon the number of hours they are regularly scheduled to work.

B. MAXIMUM ACCUMULATION:

The maximum amount of sick leave that an employee may accumulate is as follows:

<u>Employee Type</u>	<u>Maximum</u>
8/10 hour	960 hours
12 hour	1,008 hours
24 hour	1,200 hours

C. USE OF SICK LEAVE:

Sick leave may be used as follows:

1. The Department Director or City Manager can officially approve employee sick leave.
2. Employees may be paid for sick leave used immediately upon employment with the City.
3. Sick leave may be paid when an employee is unable to work due to a personal/family illness or injury, or when the employee's presence may endanger his own health or the health of fellow workers. A family member for this purpose is defined as spouse, children, step children, parents, parents-in-law, siblings, grandchildren or grandparents of the employee.
4. Sick leave may be taken for medical, optical, and dental appointments. Use of sick leave is intended for the duration of the appointment including travel time. Employees may request annual or compensatory leave when they are seeking the remainder of the day off for reasons not covered under sick leave.
5. Sick leave may be taken in ~~one (1) hour~~ quarter-hour increments.
6. A Department Director shall have the right to require a doctor's certificate to verify an illness or return to work status. A manager/supervisor, with concurrence of the Department Director, shall have the right to require documentation from a healthcare provider to verify an absence due to illness or to confirm return to work status.
7. Excessive Use of Sick Leave
Sick leave is extended to employees as a privilege. Abuse of sick leave is considered unwillingness to perform job functions and may constitute grounds for progressive disciplinary action, up to and including

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termination. Abuse is determined on a case-by-case basis; however examples of abuse may include, but not be limited to, the following:

- Repeated occasions of unscheduled, unexcused absences (including tardiness and leaving work early)
- Repeated occasions of absences on the same day of the week, pay period, month, or at the same time interval
- Repeated occasions of absences the day before or after a scheduled holiday or scheduled day off
- Repeated occasions of taking sick leave as sick leave is earned
- More than three (3) first day/last day of the workweek absences in any twelve (12) month period
- Use of more than 50% of the employee's total sick leave accrual during a twelve (12) month period

Sick leave used under the provisions of the Family/Medical Leave Act (FMLA) is exempted from being defined as abuse.

A manager/supervisor who suspects that an employee is abusing sick leave should contact Human Resources to determine if corrective action or other measures are appropriate given the employee's absence history and FMLA status if applicable. With the concurrence of the Department Director and Human Resources, a manager/supervisor suspecting abuse may require an employee to submit written certification from a healthcare provider to substantiate absences.

D. PAYMENT OF SICK LEAVE:

In order to be eligible for sick leave with pay, an employee must:

1. Report to the Supervisor-Department in accordance with departmental call-in procedures within at least 30 minutes of the prior to his/her scheduled starting time on the day of the absence, the reason for the absence, except in the case of public safety where the departmental schedule will be followed. An employee

who fails to so notify the ~~Supervisor~~ Department in accordance with the Department's call-in procedures ~~shall may~~ not be paid for the time taken prior to notification.

2. If the absence extends beyond three days, keep the Supervisor advised as to the employee's condition and anticipated date of return.
3. Submit a statement from the attending physician(s) as to the nature and duration of the illness, if requested.

When a paid holiday occurs during the period an employee is on sick leave with pay, the employee shall receive only his/her regular holiday and that day shall not be charged against his/her sick leave earnings.

PROCEDURES:

1. Each employee shall notify (call) his/her immediate Supervisor in accordance with the City attendance policy to report his/her sickness.
2. When an employee returns to work he/she shall complete the leave request form. ~~Before sick leave with pay is officially granted, this form, which~~ must be ~~signed (approved) by~~ submitted to his/her Department Director for review.
3. If an employee wishes to use sick leave for a doctor, dentist or optical appointment, then the leave form must be submitted and approved before the sick leave is taken.
4. If a Supervisor feels that an employee has abused this policy ~~concerning minor illness~~, he/she may with permission of the City Manager, ~~refuse to pay benefits~~ authorize unpaid leave.

E. EMERGENCY PERSONAL INJURY OR ILLNESS:

1. Employees who are absent due to an emergency or illness should call or have someone call his/her Supervisor to report such an absence.
2. An employee who has been absent under any of the following conditions must, upon returning to work, have a doctor's statement that indicates ~~no work~~

~~restrictions—his/her return to work status with or without restrictions, to be reviewed by Human Resources:~~

- a. Employee has been hospitalized.
- b. Employee has been granted personal leave which is in reality for medical reasons, i.e., employee is hospitalized or undergoing a surgical procedure which could be disabling, even though the employee, for personal reasons, does not file a claim for group insurance benefits.
- c. Employee has a non-work related ~~accident injury or illness~~, even if no time is lost from his/her regularly scheduled work shift, i.e., weekend or after-hours ~~accident occurrence~~.
- d. Employee is absent ~~five (5)~~ three (3) or more consecutive work days.

PROCEDURES:

1. It is the employee's responsibility to ensure that proper notification is made when absent due to an emergency or illness. This must be done by phone or personal note and, if possible, by the employee.

F. PERIODS WHEN SICK LEAVE SHALL NOT BE EARNED:

When an employee is on authorized absence, exclusive of annual leave, for more than the time period noted in the following schedule, the employee shall be placed in a non-leave earning classification until such time that the employee returns to work.

Employee Type

Time Period Absent

8/~~10~~ hour
12 hour
24 hour

15 consecutive working days
12 consecutive shifts
7 consecutive shifts

G. PHYSICIAN EXAMINATION:

An employee ~~shall~~ may be required to submit to an examination by a physician of the City's choosing ~~if requested by his/her Supervisor~~

upon returning to active duty after an extended ~~chronic~~illness or injury.

H. EMPLOYEE UNDER SUSPENSION NOT ELIGIBLE FOR SICK LEAVE:

An employee under suspension forfeits all claim to sick leave for the duration of such suspension and must be returned to active duty before sick leave credit is restored.

I. BREAK IN SERVICE CANCELS ALL SICK LEAVE:

A break in service permanently cancels all sick leave accrued to an employee's record and in the event of subsequent reappointment such employee begins a new sick leave accumulation.

J. ILLNESS DURING VACATION LEAVE:

When sickness occurs within a period of vacation leave, the period of illness may be charged as sick leave and the charge against vacation leave reduced accordingly. Application for such substitution should be made within two days after return to active duty and shall be supported by ~~a medical certificate.~~ documentation from a health care provider.

K. MILITARY DUTY EFFECT ON SICK LEAVE:

When an employee enters active military duty, either by induction or for training purposes or for national or state emergencies, sick leave accumulated shall remain to that employee's account pending return from military leave. However, no further sick leave credits will be accumulated for the period of absence on military leave.

~~**L. SICK LEAVE TO EMPLOYEE WHO BECOMES TOTALLY OR PERMANENTLY DISABLED:**~~

~~Employees who are totally or permanently disabled at the time of termination shall be paid all accumulated sick leave up to the maximum noted in this policy.~~

L. RESIGNATION/RETIREMENT:

Employees who resign voluntarily or retire shall receive payment of their sick leave balance at the employee's current rate of pay, in accordance with the following schedule:

<u>Years of Service</u>	<u>Percentage</u>
10 years	25%

20 years	50%
30 years	75%

Employees who are employed with the City as of November 24, 1998 and who are eligible to retire from the City in the future with less than twenty (20) years of service, shall be paid 50% of their sick leave balance at retirement. This exception shall only apply to employees who retire.

M. PAYMENT FOR ACCRUED-UNCREDITED SICK LEAVE:

Employees who were not credited with sick leave during the fiscal year due to reaching the maximum accrual, shall be paid the value of fifty percent (50%) of the uncredited sick leave up to the maximum as indicated in the following schedule:

<u>Employee Type</u>	<u>Maximum Hours</u>
8/10 hour	48 hours
12 hour	50 hours
24 hour	60 hours

N. CONVERSION OF SICK LEAVE

In order to provide an incentive for employees to make conservative use of their sick leave privileges, the City provides additional benefits in the form of sick leave conversion to personal days for fulltime regular employees.

Employees who have been employed from the first payroll period in each calendar year through the last day of the twenty-sixth payroll period in the calendar year shall be eligible for incentive personal days.

Following the end of the twenty-sixth payroll period of each year, the eligible number of sick leave hours will be converted to personal days (e.g. deleted from the sick leave balance and added to the personal day balance) based on sick leave hours used during the previous twenty-six (26) pay periods unless the employee specifically requests otherwise. (Donated sick leave hours do not impact this incentive program.)

Up to three (3) full workdays of unused sick leave can be converted to personal days. The amount eligible to be converted is determined by the following formulas.

<u>Scheduled Work Day</u>	<u>Maximum Number of Converted Hours</u>
---------------------------	--

8 (40 hr. week)	24 minus hours used, rounded down to the nearest full work day
10 (40 hr. week)	30 minus hours used, rounded down to the nearest full work day
12 (Based on a 2184 hour work year, 84 hour pay period)	36 minus hours used, rounded down to the nearest full work shift
24 (Based on a 2604 hour work year, and 100.15 hour pay period)	72 minus hours used, round down to the nearest full work shift

Example: An eligible employee who works an 8-hour day/shift uses 12 hours of sick leave during the year. The employee is eligible to convert 8 hours/1 work day to personal days.

Conversion amount will be based on the current work day/shift schedule at the time of the conversion.

A minimum sick leave to be converted is that which is equivalent to one (1) personal day based on the employee's current work day schedule.

Sick leave hours donated or converted from sick to personal days in the previous year will not be counted as sick leave hours used by the affected employee.

Following the end of the twenty-sixth payroll period of the year, eligibility will be determined for the leave conversion program. All eligible leave will be converted at that time unless the eligible employee specifically requests otherwise.

Employees who do not wish to convert eligible sick leave hours to personal day(s) in accordance with these provisions must provide written notification to Human Resources no later than the close of business on the last day of the twenty-sixth payroll period of the year.

Converted time will be deducted from the employee's sick leave balance and added to the employee's personal day balance, which will be credited to the employee during the month of January.

Converted sick leave will be treated as used leave in determining the uncredited sick leave distribution.

Personal day restrictions apply to newly converted personal days, including that Personal days must be used within the calendar year and cannot be carried forward to the next calendar year.

SECTION 6: FAMILY AND MEDICAL LEAVE (FMLA)

The City provides leave pursuant to the provisions of the Family and Medical Leave Act of 1993 and as subsequently amended. An eligible employee would be eligible for unpaid Family and Medical Leave as set forth below:

- A. **ELIGIBLE EMPLOYEES:** Employees who have been employed for at least 12 months or 52 weeks which need not be continuous and have worked at least 1,250 hours during the preceding 12-month period are eligible for unpaid Family and Medical Leave. FMLA runs concurrently with all forms of paid leave. ~~†The employee must first use all of his or her accrued vacation leave (e.g., sick, annual, comp), sick or personal leave as well as personal days. If leave is requested for any other reason listed below, an employee must first use all of his or her accrued paid vacation or personal leave.~~ The remainder of the leave period will then consist of unpaid leave.
- B. **LEAVE PERIOD:** An eligible employee is entitled to take up to 12 work weeks of Family and Medical Leave (or up to 26 workweeks of military caregiver leave to care for a covered service member with a serious injury or illness) in any 12-month period. The 12-month period shall be a rolling 12-month period measured backward from the first date leave is used. Entitlement to leave for the birth or placement of a child for adoption or foster care will expire 12 months from the date of birth or placement.
- C. **REASONS FOR LEAVE:** An employee who meets the applicable eligibility requirements will be granted a total of up to 12 work weeks of unpaid leave for the following reasons:
1. The birth of the employee's child and in order to care for that child;
 2. The placement of a child with the employee for adoption or foster care;
 3. To care for a spouse, child, or parent who has a serious health condition; or
 4. A serious health condition that renders the employee incapable of performing the functions of his or her job.
 5. A qualifying exigency arising out of the fact that the employee's spouse, child or parent is a covered military member in the Armed Forces on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.

6. To care for a covered service member (or veteran who was a member) of the Armed Forces (including the National Guard or Reserves) who is a spouse, son, daughter, parent, or next of kin and has incurred a qualifying (as defined by the Secretary of Labor) injury or illness in the line of duty while on active duty in the Armed Forces (or a qualifying injury or illness that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces). Employees may be entitled to 26 weeks of FMLA, pursuant to Federal Law.

Employees should contact Human Resources to apply for or learn more about this type of Military Leave.

If ~~a husband and wife~~ parents both work for the City, the aggregate leave taken by both employees is limited to a total of 12 ~~work~~ weeks if the leave is taken for the birth or placement of a child or to care for a parent with a serious health condition. However, if the leave is taken by either spouse to care for the other who is seriously ill and unable to work, to care for a child with a serious health condition, or for his or her own serious illness, then each employee is eligible for 12 weeks of leave. Where spouses parents both use a portion of the total 12-week FMLA leave entitlement for either the birth of a child, for placement for adoption or foster care, or to care for a his/her own parent, the spouses-parents would each be entitled to the difference between the amount he or she has taken individually and 12 weeks for FMLA leave for other purposes.

~~Leave may also be requested when an eligible employee needs time off to handle exigencies when a spouse, son, daughter or parent is called to active duty or is injured in the line of active military duty. Employees should contact Human Resources to apply for or learn more about this type of Military Leave.~~

- E. **APPLICATION FOR LEAVE:** An employee intending to take Family and Medical Leave must complete an application for Family and Medical Leave and return it to Human Resources for the leave to be approved. The completed application must be accompanied by the medical certification stating the reason for the leave, the anticipated duration of the leave, and the starting and ending dates of the leave.

- F. **OUTSIDE EMPLOYMENT:** Outside or supplemental employment is generally prohibited during FMLA leave. Exceptions may be granted on a case-by-case basis for unpaid leave, but must be

approved by the City Manager prior to the commencement of the leave.

- G. NOTICE OF LEAVE:** It is the employee's responsibility to notify Human Resources of the qualifying event or need for Family and Medical Leave **at least 30 days before the leave is to begin**, or as soon as the reason requiring the leave is known. Failure to provide the required notice may result in a delay or denial of the leave.
- G. INTERMITTENT OR REDUCED LEAVE:** Employees may not take intermittent or reduced leave in case of birth or placement of a child, unless the City agrees. In the case of serious health conditions, leave may be taken intermittently or on a reduced leave schedule when medically necessary. Employees are expected to make a reasonable effort to schedule intermittent leave so as not to disrupt the operations of the City.
- H. MEDICAL CERTIFICATION OF LEAVE:** The application for leave based on the "serious health condition" of the employee or the employee's spouse, child, or parent must be accompanied by a "Medical Certification Statement" completed by the health care provider. The certification must be complete and include all requested information, including state the date on which the serious health condition commenced, probable duration of the condition, and the appropriate medical facts regarding the condition. If an employee is requesting leave to care for a spouse, child, or parent with a serious health condition, the medical certification must provide an estimate of the amount of time the employee will need. ~~If the employee has a serious health condition, the medical certification must state that the employee cannot perform the essential functions of his or her job.~~ In addition, the City may request re-certification of medical necessity ~~will be required every 30 days under certain situations as allowed by FMLA regulations.~~
- I. NOTIFICATION OF LEAVE ASSIGNMENTS:** After receiving notice from the employee regarding the need to take Family and Medical Leave, the City will discuss the leave requirements with the employee and will issue a designation notice outlining the basic information regarding the leave.
- J. BENEFITS COVERAGE DURING LEAVE:** An employee who takes Family and Medical Leave will not lose any previously accrued seniority or employment-leave benefits, but ~~those benefits will not continue to accrue during the leave~~ are subject to accrual limitations described in this policy. Leave extending beyond the 12-

week FMLA allotment does not carry the return rights under FMLA.

During a Family and Medical Leave, payroll deductions for any group or voluntary benefits in which the employee is enrolled will continue until all accrued leave hours are exhausted. After exhausting all accrued leave or donated leave time, insurance premiums in the amount normally deducted from the employee's paycheck must be paid biweekly directly to the Human Resources ~~Division~~—until the employee returns to ~~a non-restricted~~—work ~~schedule~~—or Family and Medical Leave entitlement ends. Failure of the employee to pay his or her share of these insurance premiums, if any, may result in loss of coverage. If an employee exhausts Family and Medical Leave, ~~and is unable to resume their full duties~~ return to work, and separates from service, they/he/she may elect to continue ~~their~~ benefits coverage through COBRA.

If an employee fails to return to work after the expiration of their Family and Medical Leave, the employee will be required to reimburse the City for its portion of the payment for group insurance premiums during the Family and Medical leave. Reimbursement will not be required if the employee does not return to work because of his/her serious health condition, the serious health condition of the employee's family member, or other circumstances beyond the employee's control.

K. RESTORATION TO EMPLOYMENT: An employee who completes a Family and Medical Leave will be returned to the same position held when the leave began or to a position equivalent in pay, benefits, and other terms and conditions of employment. However, the highest paid 10 percent of employees are not guaranteed reinstatement if reinstatement will cause the City economic injury. In such a case, the City will notify the employee as soon as it determines that reinstatement is not available. The City cannot guarantee that an employee will be returned to his/her former job.

L. RETURN FROM LEAVE: The City will require an employee taking a Family and Medical Leave to report ~~no less than at least~~ every ~~thirty (30) days~~ two (2) weeks on his/her status and intent to return to work upon completion of the leave. Employees should notify their immediate supervisor at least one week prior to their scheduled return to work date to verify their return. Employees returning from a medical leave are required to provide certification

from the health care provider indicating that the employee is able to resume work with no limitations. The City reserves the right to require an employee to receive a second medical opinion to assess their readiness to return to work.

Employees who do not return to work upon the expiration of a Family and Medical Leave will be treated as having voluntarily terminated their employment. An employee who requests an extension of their Medical Leave beyond that certified by their medical provider, must submit his or her request for an extension in a writing that includes the reason for the requested extension and the anticipated date of return.

SECTION 7: JURY AND WITNESS DUTY LEAVE

- A. JURY DUTY:** All full-time City employees selected for jury duty shall be entitled to leave with pay for the period of absence required. Such leave shall not be charged to annual or sick leave earnings. Eligibility commences on the first day of active employment.

If an employee is called for jury duty and serves as a juror on a regular working day or days, he/she will receive pay for the time lost from work by reason of such service.

- B. OFFICIAL COURT ATTENDANCE:** All employees subpoenaed or ordered to attend court to appear as a witness or to testify in some official capacity on behalf of the City shall be entitled to leave with pay for such period as his court attendance may require. Any fees paid for such service may be retained by the employee.

- C. PRIVATE LITIGATION:** Absence of an employee to appear in private litigation in which he/she is a principal party shall be charged to annual leave, or if no annual leave is available, to leave without pay.

PROCEDURES:

1. When called for jury duty, the employee must show the summons to the Supervisor prior to the date of service so that authorization and plans for the absence can be made. Failure to advise the Supervisor in advance may be cause for the employee not to receive jury duty pay. In addition, the employee must complete the application for leave of absence form.
2. When released from jury duty for any day, the employee will be expected to return to work for that day. If released from

jury duty two hours or more before the end of a regularly scheduled work day, an employee is required to return to work.

3. Upon return to work (after having been released by the court), the employee must submit to the Supervisor a statement from the Clerk of the Court indicating the dates and amount paid for serving as a juror.
4. The supervisor will turn the statement over to the Department Head Director in order that ~~Human Resources~~ the Finance Department (payroll) may be notified to pay the employee for jury duty.

SECTION 8: LEAVE WITHOUT PAY

- A. LEAVE WITHOUT PAY FOR MEDICAL REASONS:** Leave without pay for medical reasons due to illness or injury for up to ten (10) calendar days may be approved by the Department Director. Leave without pay for medical reasons in excess of ten (10) calendar days shall be subject to the approval of the City Manager. However, in no event shall the City Manager approve a leave without pay status, which along with any paid leave, shall exceed a total of one hundred eighty (180) calendar days. If an employee is eligible for Family and Medical Leave for the same medical reason, leave without pay and Family and Medical Leave must be taken concurrently up to the Family and Medical Leave maximum.

The application for leave without pay shall be in writing and shall include a physician's certification of the condition and the period of time the employee will be incapacitated. Dates set forth by the physician shall be strictly adhered to; however, they may be amended by the physician. The City may, at any time require additional documentation from the physician issuing the certificate or may secure additional medical opinions from other physicians. The amount of leave authorized shall not exceed the end of the period for which leave was requested or certified by a physician.

- B. LEAVE WITHOUT PAY FOR PERSONAL REASONS:** Leave without pay for up to ten (10) calendar days may be approved by the Department Director. Leave without pay from ten (10) to ninety (90) calendar days may be approved by the Department Director with the approval of the City Manager. Leave without pay will only be approved if that period of absence does not require replacement of the employee's services. Normally, such leave will not be granted until the employee has used all accumulated annual leave.

Leave without pay for more than thirty (30) calendar days will be

deducted from length of the employee's service record.

SECTION 9: COMPENSATORY LEAVE

- A. Compensatory leave is authorized overtime credited to a Fair Labor Standards Act nonexempt employee for which reimbursement is made by allowing the equivalent of time off with pay. Employees may receive compensatory leave for any work performed in excess of the employee's standard work period, in accordance with the overtime pay schedule included in this policy.
- B. Compensatory leave shall be credited to the employee as quickly as possible and should not be permitted to accumulate in excess of ~~40~~ **80** hours, ~~for an eight (8) hour employee, 42 hours for a twelve (12) hour employee or fifty hours for a twenty four (24) hour employee.~~
- C. Compensatory leave may be taken in ~~one (1) quarter~~-hour increments as long as it does not disrupt the operations of the employee's department.
- D. Compensatory leave may be taken in conjunction with vacation leave, with the approval of the Department Director, but should not be allowed to accumulate for this purpose. When so taken, it is preferred that the aggregate not exceed the period of normal vacation.
- E. Upon termination of employment for any reason, the employee shall be paid the remaining balance of compensatory leave available to the employee.
- F. Non-union Firefighters & Police Officers shall receive the same maximum number of hours of compensatory leave hours as union members, as outlined in the respective Collective Bargaining Agreements, and relative to their effective dates.

SECTION 10: INJURY LEAVE

An employee who is required to be absent from work at the direction of a workers' compensation authorized physician due to a work related injury or illness, shall be compensated in accordance with the following:

- A. A probationary general employee, who receives a job related injury, shall not be entitled to injury leave.
- B. The maximum period that a permanent (full-time) general employee shall be paid injury leave at full pay shall be forty (40) hours.
- C. Workers' compensation payments issued during the period of Injury

Leave shall be signed over to the City.

- D. Upon the payment of the maximum injury leave available, employees shall be required to use accumulated sick or annual leave to make up the difference between the workers' compensation payments and the employee's regular wages.
- E. Employees are required to use injury leave concurrently with any available Family and Medical Leave. Leave time taken will be applied towards the employee's Family and Medical Leave entitlement.
- F. Non-union Firefighters & Police Officers shall receive the same maximum number of hours of paid injury leave as union members, as outlined in the respective Collective Bargaining Agreements, and relative to their effective dates.

SECTION 11: ADMINISTRATIVE LEAVE

When it is in the best interest of the City, the City Manager may place an employee on administrative leave for a period of time not to exceed thirty (30) calendar days. The employee shall not be allowed to be at his/her worksite during administrative leave, unless there is specific authority from the Department Director or City Manager. The employee will be maintained in full-pay status with no loss of benefits during this period.

SECTION 12: LEAVE DONATION

Employees may donate unused leave hours to other employees in accordance with the following criteria:

- A. Employees may donate vacation or sick leave due to a personal/family illness or injury or due to death of another employee.
- B. For the purpose of leave Donation, family is defined as spouse, children, step-children, parents, siblings or grandparents.
- C. Employees donating/receiving leave must have been employed with the City for at least 12 months.
- D. Employees wishing to receive donated leave due to a personal/family illness or injury must submit a request to Human Resources for the leave donation. Requests for leave donation on behalf of a beneficiary must be submitted to Human Resources by the deceased employee's Department Director.

- E. Employees receiving donated leave due to a personal/family illness or injury must furnish a physician's certification of the existence of the illness or injury.
- F. Employees receiving donated leave due to a personal/family illness or injury must have exhausted all of his/her available sick leave, vacation leave, compensatory leave and personal day.
- G. Employees receiving donated leave due to a personal/family illness or injury must have been absent at least thirty (30) consecutive calendar days due to the specific situation in either paid or unpaid leave status.
- H. Employees may donate leave in one (1) hour increments up to a maximum of forty (40) hours per receiving employee per year. Employees may not donate hours that would result in the donating employee having less than eighty (80) hours of available sick leave after the donation.
- I. Donated sick leave will be treated as used leave in determining the uncredited sick leave ~~bonus~~ distribution.
- J. Unused donation hours will be returned to the donating employees in proportion to the donations.
- K. The maximum amount of hours an employee may receive from other employees shall be 480 hours per qualifying event.
- L. Payment of donated leave to the receiving employee may be made retroactively to the date the employee exhausted their available leave balances.
- M. In the event of donated leave due to a death, the donated leave shall be paid in accordance with the applicable provisions in the personnel policy.

SECTION 13: DOMESTIC VIOLENCE LEAVE

In conjunction with Florida law, the City ~~provides leave grants up to 3 working days of leave from work in any 12-month period~~ for full-time employees who have worked for at least three (3) consecutive months and become victims of domestic violence or sexual violence. Employees may use accrued vacation, sick, or personal time to cover this time off.

Appropriate or advance notice must be given to the Department Director or Human Resources except in cases of imminent danger to the health or safety of the employee or a family member. A police report or other documentation must be filed with Human Resources and will be kept confidential. Employee questions relating to use of this leave should be directed to Human Resources. This leave may be used to

cover such activities as:

- A. Seeking an injunction for protection against domestic violence
- B. Obtaining medical care or mental health counseling to address injuries resulting from domestic violence
- C. Obtaining services from victims services organizations such as a domestic violence shelter or rape crisis center
- D. Making the employee's home secure from the perpetrator of domestic violence or finding a new home so as to escape the perpetrator
- E. Seeking legal assistance or attending court for related proceedings

SECTION 14: BEREAVEMENT LEAVE

Employees upon request and approval by their Department Director may be granted up to twenty-four (24) hours of bereavement leave in the event of the death of a family member. The employee shall submit proof of death and relationship before compensation is approved. Wages will be paid only for the actual scheduled hours on the day(s) of absence.

~~Family members are defined as spouses, children, step children, parents, step parents, parents in law, step parents in law, siblings, step siblings, grandparents, step grandparents, grandchildren, and step grandchildren.~~

Family members are defined as the employee's children, parents, parents-in-law, brothers, sisters, grandparents, grandchildren, great grandparents, great grandchildren, aunts, uncles, and current spouse, step-children, step-parents, step parents-in-law, step-brother, step-sister, step-grandparents, step-grandchildren, sisters-in-law, brothers-in-law, sons-in-law, and daughters-in-law.

If additional time off is necessary, annual leave or compensatory leave may be used with the approval of the Department Director.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLERMONT ON JUNE 23, 2015.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

CHAPTER 5: EMPLOYEE BENEFITS

SECTION 1: ANNUAL LEAVE

Annual leave credit may be used as accrued after the employee has completed six (6) consecutive calendar months of employment. Previous employment with the City will not count towards years of full-time service. Annual leave shall be credited to employees on a bi-weekly basis in accordance with the following schedule:

<u>Years of Service</u>	<u>8/10 Hour</u>	<u>Employee Type</u> <u>12 Hour</u>	<u>24 Hour</u>
0-4	3.08 hours	3.23 hours	4.61 hours
5-9	3.69 hours	3.85 hours	5.54 hours
10-14	4.61 hours	4.85 hours	6.93 hours
15-19	5.53 hours	5.81 hours	8.31 hours
20 and over	6.15 hours	6.46 hours	9.23 hours

Employees working in positions regularly scheduled to work 1,664 hours or more annually (with the exception of police officers and firefighters who work an assigned shift), shall receive pro-rated accruals based upon the number of hours they are regularly scheduled to work.

The maximum amount of annual leave that employees not covered by a collective bargaining agreement may accumulate is as follows:

<u>Employee Type</u>	<u>Maximum</u>
8/10 hour	320 hours
12 hour	336 hours
24 hour	400 hours

No employee shall be permitted to forego his/her vacation and receive pay in lieu thereof, except that an employee who is separated from the City payroll, for any reason, before receiving all of the vacation for which he/she has become eligible prior to the time of his/her termination, shall receive pay for that portion of his/her vacation due but not received.

Absence on account of sickness, injury or disability in excess of that hereinafter authorized for such purposes shall, at the request of the employee and within the discretion of the Department Director, be charged against Annual Leave allowance.

Each Department Director shall schedule annual leaves with particular regard to the seniority of employees, in accordance with operating requirements and, insofar as possible, with the requests of the employees.

When an employee is on any authorized absence, exclusive of annual leave, for more than the time period noted in the following schedule, the employee shall be placed in a non-leave earning classification until such time that the employee returns to work:

<u>Employee Type</u>	<u>Time Period Absent</u>
8/10 hour	15 consecutive working days
12 hour	12 consecutive shifts
24 hour	7 consecutive shifts

An employee who is eligible for vacation may take it at any time agreeable to the employee and Supervisor. The employee must complete a Leave Request Form.

Each Supervisor may use whatever methods of compiling and scheduling leave requests he/she wants to, as long as the methods are reasonable, fair, consistent, and not discriminatory against any group. Supervisors shall not schedule annual leave in such a way that departmental operations break down or are seriously understaffed.

Annual leave may be taken in quarter-hour increments.

If an employee with approved leave works additional hours during the work week, it shall be the decision of the employee whether to reduce the amount of leave requested.

Upon termination of employment for any reason, employees who have been employed with the City for at least six (6) consecutive months shall be paid for all unused annual leave time.

Prior to any payout being made to an eligible employee, all City property and/or equipment in possession of the employee must be returned to the employee's Supervisor or designee, if applicable.

SECTION 2: HOLIDAY LEAVE

- A. The following days shall be observed as official City holidays.

The first day of January (New Years Day)

The third Monday of January (Martin Luther King Day)

The last Monday in May (Memorial Day)

The fourth day of July (Independence Day)

The first Monday in September (Labor Day)

The eleventh day of November (Veterans Day)

The fourth Thursday in November (Thanksgiving Day)

The fourth Friday in November (Day after Thanksgiving Day)

The twenty-fourth day in December (Christmas Eve)

The twenty-fifth day in December (Christmas Day)

- B. When a holiday observed by the City falls on Sunday, such holiday shall be observed on Monday after the holiday. When a holiday observed by the City falls on Saturday, such holiday shall be observed on Friday before the holiday.
- C. Christmas Eve holiday may be observed on either the day before or after Christmas at the discretion of the City Manager, in an effort to provide for a long four (4) day weekend when possible.
- D. All employees who meet the holiday pay eligibility requirements outlined in this section shall be paid holiday pay equivalent to the same number of hours worked on a regularly scheduled shift for that position at the employee's regular rate of pay. In the event that the observed holiday falls on the employee's regularly scheduled day off, the employee may request and, with Department Director approval, be given off with pay the same number of hours worked on a regularly scheduled shift for that position in the same pay week, instead of being paid the holiday pay.

All employees who are required to work on the observed holiday and do not qualify for the overtime premium as noted in Chapter 4 of this policy shall be paid for all hours worked on the holiday at the rate of one and one-half times (1.5) the employee's regular rate of pay. In addition, the employee must meet the holiday pay eligibility requirements outlined in Chapter 5 of this policy.

The observed holiday for Monday – Friday workers is the day in accordance with Chapter 5, Section 2, B. of this policy. The

observed holiday for all other employees is the actual holiday.

- E. To be eligible for holiday pay, an employee must meet the following requirements:
1. Be a full-time employee.
 2. Must work on the scheduled days prior to and after the holiday; or
 3. Be in an approved pay status both the work day before and the work day after the holiday. Pay status includes employees on paid annual, sick, or comp time, as well as workers compensation and personal days.
 4. An employee who reports for work on the scheduled work date prior to the holiday will be considered to have worked that day, even though he/she is unable, due to emergency or illness, to complete the normal work day. The same will apply to the first scheduled workday after the holiday.

SECTION 3: PERSONAL DAYS

Employees are entitled to two (2) Personal Days per calendar year. They may be scheduled by an employee, but are subject to the Department Director's approval and with the following restrictions:

1. The employee must have completed six (6) consecutive months of full-time employment with the City.
2. Personal Days cannot be carried forward to the next calendar year.
3. Personal Days must be taken in one day (no hourly increments).
4. Personal Days are equivalent to the number of hours worked by the employee on a regularly scheduled shift for that position.

SECTION 4: MILITARY LEAVE

A leave of absence without pay will be granted to any employee who is serving in

the Uniformed Services even if such period of military service may be for more than 12 months. Health insurance coverage (for the employee and his/her dependents will end on the date the employee enters military service or on the last day of the month in which the leave commences, whichever occurs first, but may be continued at the employee's election in accordance with the terms of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA"). Upon honorable discharge, the employee will be reinstated with the City in accordance with USERRA.

In accordance with Section 115.09, Florida Statutes, an employee who is a service member in the National Guard or a reserve component of the Armed Forces of the United States will be granted leave of absence to perform active military service. The first 30 days of any such leave of absence will be with full pay.

Additionally, in accordance with Section 250.48, Florida Statutes, an employee who is a member of the Florida National Guard will be granted a leave of absence with pay on all days during which the employee is engaged in active state duty for a named event, declared disaster, or operation pursuant to Florida Law. However, a leave of absence without loss of pay granted under this section may not exceed 30 days for each emergency or disaster, as established by executive order.

An employee who is a member of the National Guard or who is a reservist in any branch of the Uniformed Services shall be granted military leave not in excess of 240 hours working hours per calendar year in accordance with Florida Statute 115.07 when they are engaged in training ordered under the provisions of the United States military or naval training regulations for such personnel when assigned to active or inactive duty. The leave amount shall be at the employee's regular rate of pay. Administrative leaves of absence for additional or longer periods of time for assignment to duty functions of a military character will be granted without pay. It is the employee's responsibility to notify his/her supervisor as far in advance as possible so that arrangements can be made for the employee's absence. If an employee fails to provide notice to the City prior to the date he/she is to report for duty, the City may decline to reinstate the employee in accordance with USERRA.

Note: Also refer to the Family and Medical Leave Section.

SECTION 5: SICK LEAVE

It is the policy of the City to provide reasonable time off with pay, up to the amount of unused sick leave earnings, to employees who are unable to work due to illness or injury. Sick leave with pay is not a right which an employee may demand, but a privilege granted by the City. Previous employment with the City

will not count towards years of full-time service.

A. RATE OF EARNINGS:

Sick leave shall be credited to employees on a bi-weekly basis in accordance with the following schedule:

<u>Years of Service</u>	<u>Employee Type</u>		
	<u>8/10 Hour</u>	<u>12 Hour</u>	<u>24 Hour</u>
Less than 1 year	1.84 hours	1.94 hours	2.31 hours
More than 1 year	3.69 hours	3.88 hours	4.62 hours

Employees working in positions regularly scheduled to work 1,664 hours or more annually (with the exception of police officers and firefighters who work an assigned shift), shall receive pro-rated accruals based upon the number of hours they are regularly scheduled to work.

B. MAXIMUM ACCUMULATION:

The maximum amount of sick leave that an employee may accumulate is as follows:

<u>Employee Type</u>	<u>Maximum</u>
8/10 hour	960 hours
12 hour	1,008 hours
24 hour	1,200 hours

C. USE OF SICK LEAVE:

Sick leave may be used as follows:

1. The Department Director or City Manager can officially approve employee sick leave.
2. Employees may be paid for sick leave used immediately upon employment with the City.
3. Sick leave may be paid when an employee is unable to work due to a personal/family illness or injury, or when the employee's presence may endanger his own health or the health of fellow workers. A family member for this purpose is defined as spouse, children,

step children, parents, parents-in-law, siblings, grandchildren or grandparents of the employee.

4. Sick leave may be taken for medical, optical, and dental appointments. Use of sick leave is intended for the duration of the appointment including travel time. Employees may request annual or compensatory leave when they are seeking the remainder of the day off for reasons not covered under sick leave.
5. Sick leave may be taken in quarter-hour increments.
6. A manager/supervisor, with concurrence of the Department Director, shall have the right to require documentation from a healthcare provider to verify an absence due to illness or to confirm return to work status.
7. Excessive Use of Sick Leave

Sick leave is extended to employees as a privilege. Abuse of sick leave is considered unwillingness to perform job functions and may constitute grounds for progressive disciplinary action, up to and including termination. Abuse is determined on a case-by-case basis; however examples of abuse may include, but not be limited to, the following:

- Repeated occasions of unscheduled, unexcused absences (including tardiness and leaving work early)
- Repeated occasions of absences on the same day of the week, pay period, month, or at the same time interval
- Repeated occasions of absences the day before or after a scheduled holiday or scheduled day off
- Repeated occasions of taking sick leave as sick leave is earned
- More than three (3) first day/last day of the workweek absences in any twelve (12) month period
- Use of more than 50% of the employee's total sick leave accrual during a twelve (12) month period

Sick leave used under the provisions of the Family/Medical Leave Act (FMLA) is exempted from being defined as abuse.

A manager/supervisor who suspects that an employee is abusing sick leave should contact Human Resources to determine if corrective action or other measures are appropriate given the employee's absence history and FMLA status if applicable. With the concurrence of the Department Director and Human Resources, a manager/supervisor suspecting abuse may require an employee to submit written certification from a healthcare provider to substantiate absences.

D. PAYMENT OF SICK LEAVE:

In order to be eligible for sick leave with pay, an employee must:

1. Report to the Department in accordance with departmental call-in procedures at least 30 minutes prior to his/her scheduled start time on the day of the absence, the reason for the absence, except in the case of public safety where the departmental schedule will be followed. An employee who fails to so notify the Department in accordance with the Department's call-in procedures may not be paid for the time taken prior to notification.
2. If the absence extends beyond three days, keep the Supervisor advised as to the employee's condition and anticipated date of return.
3. Submit a statement from the attending physician(s) as to the nature and duration of the illness, if requested.

When a paid holiday occurs during the period an employee is on sick leave with pay, the employee shall receive only his/her regular holiday and that day shall not be charged against his/her sick leave earnings.

PROCEDURES:

1. Each employee shall notify (call) his/her immediate Supervisor in accordance with the City attendance policy to report his/her sickness.

2. When an employee returns to work he/she shall complete the leave request form, which must be submitted to his/her Department Director for review.
3. If an employee wishes to use sick leave for a doctor, dentist or optical appointment, then the leave form must be submitted and approved before the sick leave is taken.
4. If a Supervisor feels that an employee has abused this policy, he/she may with permission of the City Manager, authorize unpaid leave.

E. EMERGENCY PERSONAL INJURY OR ILLNESS:

1. Employees who are absent due to an emergency or illness should call or have someone call his/her Supervisor to report such an absence.
2. An employee who has been absent under any of the following conditions must, upon returning to work, have a doctor's statement that indicates his/her return to work status with or without restrictions, to be reviewed by Human Resources:
 - a. Employee has been hospitalized.
 - b. Employee has been granted personal leave which is in reality for medical reasons, i.e., employee is hospitalized or undergoing a surgical procedure which could be disabling, even though the employee, for personal reasons, does not file a claim for group insurance benefits.
 - c. Employee has a non-work related injury or illness, even if no time is lost from his/her regularly scheduled work shift, i.e., weekend or after-hours occurrence.
 - d. Employee is absent three (3) or more consecutive work days.

PROCEDURES:

1. It is the employee's responsibility to ensure that proper notification is made when absent due to

an emergency or illness. This must be done by phone or personal note and, if possible, by the employee.

F. PERIODS WHEN SICK LEAVE SHALL NOT BE EARNED:

When an employee is on authorized absence, exclusive of annual leave, for more than the time period noted in the following schedule, the employee shall be placed in a non-leave earning classification until such time that the employee returns to work.

<u>Employee Type</u>	<u>Time Period Absent</u>
8/10 hour	15 consecutive working days
12 hour	12 consecutive shifts
24 hour	7 consecutive shifts

G. PHYSICIAN EXAMINATION:

An employee may be required to submit to an examination by a physician of the City's choosing upon returning to active duty after an extended illness or injury.

H. EMPLOYEE UNDER SUSPENSION NOT ELIGIBLE FOR SICK LEAVE:

An employee under suspension forfeits all claim to sick leave for the duration of such suspension and must be returned to active duty before sick leave credit is restored.

I. BREAK IN SERVICE CANCELS ALL SICK LEAVE:

A break in service permanently cancels all sick leave accrued to an employee's record and in the event of subsequent reappointment such employee begins a new sick leave accumulation.

J. ILLNESS DURING VACATION LEAVE:

When sickness occurs within a period of vacation leave, the period of illness may be charged as sick leave and the charge against vacation leave reduced accordingly. Application for such substitution should be made within two days after return to active duty and shall be supported by documentation from a health care provider.

K. MILITARY DUTY EFFECT ON SICK LEAVE:

When an employee enters active military duty, either by induction or

for training purposes or for national or state emergencies, sick leave accumulated shall remain to that employee's account pending return from military leave. However, no further sick leave credits will be accumulated for the period of absence on military leave.

L. RESIGNATION/RETIREMENT:

Employees who resign voluntarily or retire shall receive payment of their sick leave balance at the employee's current rate of pay, in accordance with the following schedule:

<u>Years of Service</u>	<u>Percentage</u>
10 years	25%
20 years	50%
30 years	75%

Employees who are employed with the City as of November 24, 1998 and who are eligible to retire from the City in the future with less than twenty (20) years of service, shall be paid 50% of their sick leave balance at retirement. This exception shall only apply to employees who retire.

M. PAYMENT FOR UNCREDITED SICK LEAVE:

Employees who were not credited with sick leave during the fiscal year due to reaching the maximum accrual, shall be paid the value of fifty percent (50%) of the uncredited sick leave up to the maximum as indicated in the following schedule:

<u>Employee Type</u>	<u>Maximum Hours</u>
8/10 hour	48 hours
12 hour	50 hours
24 hour	60 hours

N. CONVERSION OF SICK LEAVE

In order to provide an incentive for employees to make conservative use of their sick leave privileges, the City provides additional benefits in the form of sick leave conversion to personal days for fulltime regular employees.

Employees who have been employed from the first payroll period in each calendar year through the last day of the twenty-sixth payroll period in the calendar year shall be eligible for incentive personal days.

Following the end of the twenty-sixth payroll period of each year,

the eligible number of sick leave hours will be converted to personal days (e.g. deleted from the sick leave balance and added to the personal day balance) based on sick leave hours used during the previous twenty-six (26) pay periods unless the employee specifically requests otherwise. (Donated sick leave hours do not impact this incentive program.)

Up to three (3) full workdays of unused sick leave can be converted to personal days. The amount eligible to be converted is determined by the following formulas.

Scheduled Work Day	Maximum Number of Converted Hours
8 (40 hr. week)	24 minus hours used, rounded down to the nearest full work day
10 (40 hr. week)	30 minus hours used, rounded down to the nearest full work day
12 (Based on a 2184 hour work year, 84 hour pay period)	36 minus hours used, rounded down to the nearest full work shift
24 (Based on a 2604 hour work year, and 100.15 hour pay period)	72 minus hours used, round down to the nearest full work shift

Example: An eligible employee who works an 8-hour day/shift uses 12 hours of sick leave during the year. The employee is eligible to convert 8 hours/1 work day to personal days.

Conversion amount will be based on the current work day/shift schedule at the time of the conversion.

A minimum sick leave to be converted is that which is equivalent to one (1) personal day based on the employee's current work day schedule.

Sick leave hours donated or converted from sick to personal days in the previous year will not be counted as sick leave hours used by the affected employee.

Following the end of the twenty-sixth payroll period of the year, eligibility will be determined for the leave conversion program. All eligible leave will be converted at that time unless the eligible employee specifically requests otherwise.

Employees who do not wish to convert eligible sick leave hours to personal day(s) in accordance with these provisions must provide written notification to Human Resources no later than the close of

business on the last day of the twenty-sixth payroll period of the year.

Converted time will be deducted from the employee's sick leave balance and added to the employee's personal day balance, which will be credited to the employee during the month of January.

Converted sick leave will be treated as used leave in determining the uncredited sick leave distribution.

Personal day restrictions apply to newly converted personal days, including that Personal days must be used within the calendar year and cannot be carried forward to the next calendar year.

SECTION 6: FAMILY AND MEDICAL LEAVE (FMLA)

The City provides leave pursuant to the provisions of the Family and Medical Leave Act of 1993 and as subsequently amended. An eligible employee would be eligible for unpaid Family and Medical Leave as set forth below:

- A. ELIGIBLE EMPLOYEES:** Employees who have been employed for at least 12 months or 52 weeks which need not be continuous and have worked at least 1,250 hours during the preceding 12-month period are eligible for unpaid Family and Medical Leave. FMLA runs concurrently with all forms of paid leave. The employee must use all of his or her accrued leave (e.g., sick, annual, comp), as well as personal days. The remainder of the leave period will then consist of unpaid leave.
- B. LEAVE PERIOD:** An eligible employee is entitled to take up to 12 workweeks of Family and Medical Leave (or up to 26 workweeks of military caregiver leave to care for a covered service member with a serious injury or illness) in any 12-month period. The 12-month period shall be a rolling 12-month period measured backward from the first date leave is used. Entitlement to leave for the birth or placement of a child for adoption or foster care will expire 12 months from the date of birth or placement.
- C. REASONS FOR LEAVE:** An employee who meets the applicable eligibility requirements will be granted a total of up to 12 workweeks of unpaid leave for the following reasons:
 - 1. The birth of the employee's child and in order to care for that child;
 - 2. The placement of a child with the employee for adoption or foster care;

3. To care for a spouse, child, or parent who has a serious health condition; or
4. A serious health condition that renders the employee incapable of performing the functions of his or her job.
5. A qualifying exigency arising out of the fact that the employee's spouse, child or parent is a covered military member in the Armed Forces on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.
6. To care for a covered service member (or veteran who was a member) of the Armed Forces (including the National Guard or Reserves) who is a spouse, son, daughter, parent, or next of kin and has incurred a qualifying (as defined by the Secretary of Labor) injury or illness in the line of duty while on active duty in the Armed Forces (or a qualifying injury or illness that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces). Employees may be entitled to 26 weeks of FMLA, pursuant to Federal Law.

Employees should contact Human Resources to apply for or learn more about this type of Military Leave.

If parents both work for the City, the aggregate leave taken by both employees is limited to a total of 12 workweeks if the leave is taken for the birth or placement of a child or to care for a parent with a serious health condition. However, if the leave is taken by either spouse to care for the other who is seriously ill and unable to work, to care for a child with a serious health condition, or for his or her own serious illness, then each employee is eligible for 12 weeks of leave. Where parents both use a portion of the total 12-week FMLA leave entitlement for either the birth of a child, for placement for adoption or foster care, or to care for his/her own parent, the parents would each be entitled to the difference between the amount he or she has taken individually and 12 weeks for FMLA leave for other purposes.

D. APPLICATION FOR LEAVE: An employee intending to take Family and Medical Leave must complete an application for Family and Medical Leave and return it to Human Resources for the leave to be approved. The completed application must be accompanied by the medical certification stating the reason for the leave, the

anticipated duration of the leave, and the starting and ending dates of the leave.

- E. **OUTSIDE EMPLOYMENT:** Outside or supplemental employment is generally prohibited during FMLA leave. Exceptions may be granted on a case-by-case basis for unpaid leave, but must be approved by the City Manager prior to the commencement of the leave.
- F. **NOTICE OF LEAVE:** It is the employee's responsibility to notify Human Resources of the qualifying event or need for Family and Medical Leave **at least 30 days before the leave is to begin**, or as soon as the reason requiring the leave is known. Failure to provide the required notice may result in a delay or denial of the leave.
- G. **INTERMITTENT OR REDUCED LEAVE:** Employees may not take intermittent or reduced leave in case of birth or placement of a child, unless the City agrees. In the case of serious health conditions, leave may be taken intermittently or on a reduced leave schedule when medically necessary. Employees are expected to make a reasonable effort to schedule intermittent leave so as not to disrupt the operations of the City.
- H. **MEDICAL CERTIFICATION OF LEAVE:** The application for leave based on the "serious health condition" of the employee or the employee's spouse, child, or parent must be accompanied by a "Medical Certification Statement" completed by the health care provider. The certification must be complete and include all requested information, including the date on which the serious health condition commenced, probable duration of the condition, and the appropriate medical facts regarding the condition. If an employee is requesting leave to care for a spouse, child, or parent with a serious health condition, the medical certification must provide an estimate of the amount of time the employee will need. In addition, the City may request re-certification of medical necessity under certain situations as allowed by FMLA regulations.
- I. **NOTIFICATION OF LEAVE ASSIGNMENTS:** After receiving notice from the employee regarding the need to take Family and Medical Leave, the City will discuss the leave requirements with the employee and will issue a designation notice outlining the basic information regarding the leave.
- J. **BENEFITS COVERAGE DURING LEAVE:** An employee who takes Family and Medical Leave will not lose any previously

accrued seniority or leave benefits, but are subject to accrual limitations described in this policy. Leave extending beyond the 12-week FMLA allotment does not carry the return rights under FMLA.

During a Family and Medical Leave, payroll deductions for any group or voluntary benefits in which the employee is enrolled will continue until all accrued leave hours are exhausted. After exhausting all accrued leave or donated leave time, insurance premiums in the amount normally deducted from the employee's paycheck must be paid biweekly directly to the Human Resources until the employee returns to work or Family and Medical Leave entitlement ends. Failure of the employee to pay his or her share of these insurance premiums, if any, may result in loss of coverage. If an employee exhausts Family and Medical Leave, is unable to return to work, and separates from service, he/she may elect to continue benefits coverage through COBRA.

If an employee fails to return to work after the expiration of their Family and Medical Leave, the employee will be required to reimburse the City for its portion of the payment for group insurance premiums during the Family and Medical leave. Reimbursement will not be required if the employee does not return to work because of his/her serious health condition, the serious health condition of the employee's family member, or other circumstances beyond the employee's control.

- K. RESTORATION TO EMPLOYMENT:** An employee who completes a Family and Medical Leave will be returned to the same position held when the leave began or to a position equivalent in pay, benefits, and other terms and conditions of employment. However, the highest paid 10 percent of employees are not guaranteed reinstatement if reinstatement will cause the City economic injury. In such a case, the City will notify the employee as soon as it determines that reinstatement is not available. The City cannot guarantee that an employee will be returned to his/her former job.
- L. RETURN FROM LEAVE:** The City will require an employee taking a Family and Medical Leave to report at least every two (2) weeks on his/her status and intent to return to work upon completion of the leave. Employees should notify their immediate supervisor at least one week prior to their scheduled return to work date to verify their return. Employees returning from a medical leave are required

to provide certification from the health care provider indicating that the employee is able to resume work with no limitations. The City reserves the right to require an employee to receive a second medical opinion to assess their readiness to return to work.

Employees who do not return to work upon the expiration of a Family and Medical Leave will be treated as having voluntarily terminated their employment. An employee who requests an extension of their Medical Leave beyond that certified by their medical provider, must submit his or her request for an extension in a writing that includes the reason for the requested extension and the anticipated date of return.

SECTION 7: JURY AND WITNESS DUTY LEAVE

- A. JURY DUTY:** All full-time City employees selected for jury duty shall be entitled to leave with pay for the period of absence required. Such leave shall not be charged to annual or sick leave earnings. Eligibility commences on the first day of active employment.

If an employee is called for jury duty and serves as a juror on a regular working day or days, he/she will receive pay for the time lost from work by reason of such service.

- B. OFFICIAL COURT ATTENDANCE:** All employees subpoenaed or ordered to attend court to appear as a witness or to testify in some official capacity on behalf of the City shall be entitled to leave with pay for such period as his court attendance may require. Any fees paid for such service may be retained by the employee.
- C. PRIVATE LITIGATION:** Absence of an employee to appear in private litigation in which he/she is a principal party shall be charged to annual leave, or if no annual leave is available, to leave without pay.

PROCEDURES:

1. When called for jury duty, the employee must show the summons to the Supervisor prior to the date of service so that authorization and plans for the absence can be made. Failure to advise the Supervisor in advance may be cause for the employee not to receive jury duty pay. In addition, the employee must complete the application for leave of absence form.
2. When released from jury duty for any day, the employee will be expected to return to work for that day. If released from

jury duty two hours or more before the end of a regularly scheduled work day, an employee is required to return to work.

3. Upon return to work (after having been released by the court), the employee must submit to the Supervisor a statement from the Clerk of the Court indicating the dates and amount paid for serving as a juror.
4. The supervisor will turn the statement over to the Department Head Director in order that the Finance Department (payroll) may be notified to pay the employee for jury duty.

SECTION 8: LEAVE WITHOUT PAY

- A. LEAVE WITHOUT PAY FOR MEDICAL REASONS:** Leave without pay for medical reasons due to illness or injury for up to ten (10) calendar days may be approved by the Department Director. Leave without pay for medical reasons in excess of ten (10) calendar days shall be subject to the approval of the City Manager. However, in no event shall the City Manager approve a leave without pay status, which along with any paid leave, shall exceed a total of one hundred eighty (180) calendar days. If an employee is eligible for Family and Medical Leave for the same medical reason, leave without pay and Family and Medical Leave must be taken concurrently up to the Family and Medical Leave maximum.

The application for leave without pay shall be in writing and shall include a physician's certification of the condition and the period of time the employee will be incapacitated. Dates set forth by the physician shall be strictly adhered to; however, they may be amended by the physician. The City may, at any time require additional documentation from the physician issuing the certificate or may secure additional medical opinions from other physicians. The amount of leave authorized shall not exceed the end of the period for which leave was requested or certified by a physician.

- B. LEAVE WITHOUT PAY FOR PERSONAL REASONS:** Leave without pay for up to ten (10) calendar days may be approved by the Department Director. Leave without pay from ten (10) to ninety (90) calendar days may be approved by the Department Director with the approval of the City Manager. Leave without pay will only be approved if that period of absence does not require replacement of the employee's services. Normally, such leave will not be granted until the employee has used all accumulated annual leave.

Leave without pay for more than thirty (30) calendar days will be deducted from length of the employee's service record.

SECTION 9: COMPENSATORY LEAVE

- A.** Compensatory leave is authorized overtime credited to a Fair Labor Standards Act nonexempt employee for which reimbursement is made by allowing the equivalent of time off with pay. Employees may receive compensatory leave for any work performed in excess of the employee's standard work period, in accordance with the overtime pay schedule included in this policy.
- B.** Compensatory leave shall be credited to the employee as quickly as possible and should not be permitted to accumulate in excess of 80 hours.
- C.** Compensatory leave may be taken in quarter-hour increments as long as it does not disrupt the operations of the employee's department.
- D.** Compensatory leave may be taken in conjunction with vacation leave, with the approval of the Department Director, but should not be allowed to accumulate for this purpose. When so taken, it is preferred that the aggregate not exceed the period of normal vacation.
- E.** Upon termination of employment for any reason, the employee shall be paid the remaining balance of compensatory leave available to the employee.
- F.** Non-union Firefighters & Police Officers shall receive the same maximum number of hours of compensatory leave hours as union members, as outlined in the respective Collective Bargaining Agreements, and relative to their effective dates.

SECTION 10: INJURY LEAVE

An employee who is required to be absent from work at the direction of a workers' compensation authorized physician due to a work related injury or illness, shall be compensated in accordance with the following:

- A.** A probationary general employee, who receives a job related injury, shall not be entitled to injury leave.
- B.** The maximum period that a permanent (full-time) general employee shall be paid injury leave at full pay shall be forty (40) hours.
- C.** Workers' compensation payments issued during the period of Injury Leave shall be signed over to the City.

- D. Upon the payment of the maximum injury leave available, employees shall be required to use accumulated sick or annual leave to make up the difference between the workers' compensation payments and the employee's regular wages.
- E. Employees are required to use injury leave concurrently with any available Family and Medical Leave. Leave time taken will be applied towards the employee's Family and Medical Leave entitlement.
- F. Non-union Firefighters & Police Officers shall receive the same maximum number of hours of paid injury leave as union members, as outlined in the respective Collective Bargaining Agreements, and relative to their effective dates.

SECTION 11: ADMINISTRATIVE LEAVE

When it is in the best interest of the City, the City Manager may place an employee on administrative leave for a period of time not to exceed thirty (30) calendar days. The employee shall not be allowed to be at his/her worksite during administrative leave, unless there is specific authority from the Department Director or City Manager. The employee will be maintained in full-pay status with no loss of benefits during this period.

SECTION 12: LEAVE DONATION

Employees may donate unused leave hours to other employees in accordance with the following criteria:

- A. Employees may donate vacation or sick leave due to a personal/family illness or injury or due to death of another employee.
- B. For the purpose of leave Donation, family is defined as spouse, children, step-children, parents, siblings or grandparents.
- C. Employees donating/receiving leave must have been employed with the City for at least 12 months.
- D. Employees wishing to receive donated leave due to a personal/family illness or injury must submit a request to Human Resources for the leave donation. Requests for leave donation on behalf of a beneficiary must be submitted to Human Resources by the deceased employee's Department Director.
- E. Employees receiving donated leave due to a personal/family illness or injury must furnish a physician's certification of the existence of the

illness or injury.

- F. Employees receiving donated leave due to a personal/family illness or injury must have exhausted all of his/her available sick leave, vacation leave, compensatory leave and personal day.
- G. Employees receiving donated leave due to a personal/family illness or injury must have been absent at least thirty (30) consecutive calendar days due to the specific situation in either paid or unpaid leave status.
- H. Employees may donate leave in one (1) hour increments up to a maximum of forty (40) hours per receiving employee per year. Employees may not donate hours that would result in the donating employee having less than eighty (80) hours of available sick leave after the donation.
- I. Donated sick leave will be treated as used leave in determining the uncredited sick leave distribution.
- J. Unused donation hours will be returned to the donating employees in proportion to the donations.
- K. The maximum amount of hours an employee may receive from other employees shall be 480 hours per qualifying event.
- L. Payment of donated leave to the receiving employee may be made retroactively to the date the employee exhausted their available leave balances.
- M. In the event of donated leave due to a death, the donated leave shall be paid in accordance with the applicable provisions in the personnel policy.

SECTION 13: DOMESTIC VIOLENCE LEAVE

In conjunction with Florida law, the City grants up to 3 working days of leave from work in any 12-month period for full-time employees who have worked for at least three (3) consecutive months and become victims of domestic violence or sexual violence. Employees may use accrued vacation, sick, or personal time to cover this time off.

Appropriate or advance notice must be given to the Department Director or Human Resources except in cases of imminent danger to the health or safety of the employee or a family member. A police report or other documentation must be filed with Human Resources and will be kept confidential. Employee questions relating to use of this leave should be directed to Human Resources. This leave may be used to cover such activities as:

- A. Seeking an injunction for protection against domestic violence
- B. Obtaining medical care or mental health counseling to address injuries resulting from domestic violence
- C. Obtaining services from victims services organizations such as a domestic violence shelter or rape crisis center
- D. Making the employee's home secure from the perpetrator of domestic violence or finding a new home so as to escape the perpetrator
- E. Seeking legal assistance or attending court for related proceedings

SECTION 14: BEREAVEMENT LEAVE

Employees upon request and approval by their Department Director may be granted up to twenty-four (24) hours of bereavement leave in the event of the death of a family member. The employee shall submit proof of death and relationship before compensation is approved. Wages will be paid only for the actual scheduled hours on the day(s) of absence.

Family members are defined as the employee's children, parents, parents-in-law, brothers, sisters, grandparents, grandchildren, great grandparents, great grandchildren, aunts, uncles, and current spouse, step-children, step-parents, step parents-in-law, step-brother, step-sister, step-grandparents, step-grandchildren, sisters-in-law, brothers-in-law, sons-in-law, and daughters-in-law.

If additional time off is necessary, annual leave or compensatory leave may be used with the approval of the Department Director.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLERMONT ON JUNE 23, 2015.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

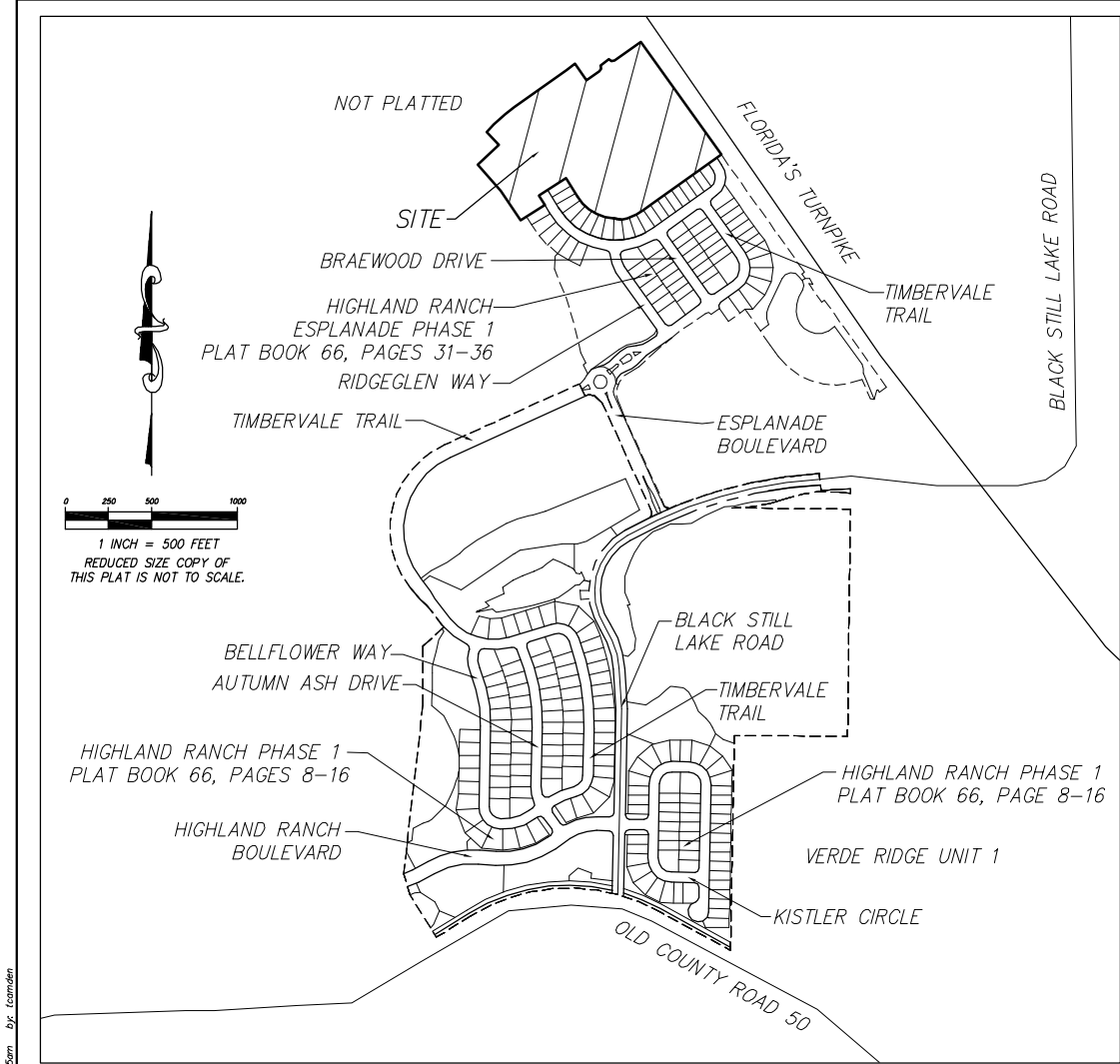


CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 23, 2015		
Agenda Item Name		
Plat Approval		
Requested Action		
Move to approve plat.		
Staff Report		
The Highland Ranch Esplanade Phase 1A plat has been reviewed and approved by the City Engineer and the contracting Engineer.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Plat Highland Ranch Esplanade Phase 1A_surplat.pdf		



LEGAL DESCRIPTION:

THAT CERTAIN PARCEL OF LAND SITUATED IN SECTIONS 9 AND 10, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE NORTH 00°17'18" EAST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 9, A DISTANCE OF 355.61 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 261.00 FEET, A CENTRAL ANGLE OF 0°29'33", A CHORD BEARING OF SOUTH 77°59'37" WEST AND A CHORD DISTANCE OF 34.11 FEET; SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE THE FOLLOWING SIX (6) COURSES ALONG THE NORTHERLY LINE OF HIGHLAND RANCH ESPLANADE PHASE 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 66, PAGE 31 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 34.13 FEET TO THE POINT OF NON-TANGENCY; THENCE NORTH 81°57'12" WEST, A DISTANCE OF 45.83 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 252.00 FEET, A CENTRAL ANGLE OF 58°14'09", A CHORD BEARING OF NORTH 59°05'21" WEST AND A CHORD DISTANCE OF 245.25 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 256.13 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2308.00 FEET, A CENTRAL ANGLE OF 0°31'03", A CHORD BEARING OF NORTH 31°33'34" WEST AND A CHORD DISTANCE OF 127.95 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 127.97 FEET TO THE POINT OF NON-TANGENCY; THENCE SOUTH 56°51'08" WEST, A DISTANCE OF 188.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2120.00 FEET, A CENTRAL ANGLE OF 0°45'24", A CHORD BEARING OF SOUTH 32°16'10" EAST AND A CHORD DISTANCE OF 64.99 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 65.00 FEET TO THE NORTHEAST CORNER OF LOT 35 OF AFORESAID HIGHLAND RANCH ESPLANADE PHASE 1; THENCE SOUTH 58°36'31" WEST, ALONG THE AFORESAID NORTHERLY LINE OF HIGHLAND RANCH ESPLANADE PHASE 1 AND THE SOUTHWESTERLY PROJECTION THEREOF, A DISTANCE OF 168.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1952.00 FEET, A CENTRAL ANGLE OF 11°56'34", A CHORD BEARING OF NORTH 37°21'46" WEST AND A CHORD DISTANCE OF 406.14 FEET; THENCE DEPARTING SAID NORTHERLY LINE OF HIGHLAND RANCH ESPLANADE PHASE 1 AND THE SOUTHWESTERLY PROJECTION THEREOF, RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 406.88 FEET TO THE POINT OF NON-TANGENCY; THENCE NORTH 46°39'58" EAST, A DISTANCE OF 168.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2120.00 FEET, A CENTRAL ANGLE OF 02°47'14", CHORD BEARING NORTH 44°43'40" WEST AND A CHORD DISTANCE OF 103.12 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 103.13 FEET TO THE POINT OF NON-TANGENCY; THENCE NORTH 43°52'43" EAST, A DISTANCE OF 60.00 FEET; THENCE NORTH 48°00'22" EAST, A DISTANCE OF 90.12 FEET; THENCE NORTH 51°03'46" EAST, A DISTANCE OF 65.93 FEET; THENCE NORTH 54°32'29" EAST, A DISTANCE OF 375.00 FEET; THENCE NORTH 53°31'06" EAST, A DISTANCE OF 60.01 FEET; THENCE SOUTH 35°27'31" EAST, A DISTANCE OF 120.07 FEET; THENCE NORTH 54°32'29" EAST, A DISTANCE OF 90.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF NORTH 09°32'29" EAST AND A CHORD DISTANCE OF 35.36 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE POINT OF NON-TANGENCY; THENCE NORTH 54°32'29" EAST, A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF SOUTH 80°27'31" EAST AND A CHORD DISTANCE OF 35.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE NORTH 54°32'29" EAST, A DISTANCE OF 188.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SUNSHINE STATE PARKWAY (FLORIDA TURNPIKE - 300.00 FOOT RIGHT OF WAY PER FLORIDA STATE TURNPIKE AUTHORITY SUNSHINE STATE PARKWAY PROJECT NO. 2 RIGHT OF WAY MAP STATION 6389+20.97 TO STATION 6410+00.00 DATED 09/19/1964); THENCE SOUTH 35°27'31" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 805.33 FEET TO A POINT ON AFOREMENTIONED NORTHERLY LINE OF HIGHLAND RANCH ESPLANADE PHASE 1; THENCE THE FOLLOWING FOUR (4) COURSES ALONG SAID NORTHERLY LINE; THENCE SOUTH 54°31'55" WEST, A DISTANCE OF 505.33 FEET; THENCE SOUTH 55°56'28" WEST, A DISTANCE OF 90.02 FEET; THENCE SOUTH 56°40'35" WEST, A DISTANCE OF 47.36 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 261.00 FEET, A CENTRAL ANGLE OF 12°36'50", A CHORD BEARING OF SOUTH 67°56'26" WEST AND A CHORD DISTANCE OF 57.34 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 57.46 FEET TO THE POINT OF BEGINNING.

CONTAINING: 86,612 SQUARE FEET OR 19.849 ACRES, MORE OR LESS.



NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

HIGHLAND RANCH ESPLANADE PHASE 1A

LOCATED IN SECTIONS 9 AND 10, TOWNSHIP 22 SOUTH, RANGE 26 EAST,
CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

PLAT NOTES:

- HIGHLAND RANCH ESPLANADE PHASE 1A IS A COMMUNITY INTENDED FOR OCCUPANCY BY PERSONS AGE 55 AND OLDER.
- BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AS BEING NORTH 00°17'18" EAST.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- LOT CORNERS WILL BE SET IN ACCORDANCE WITH CHAPTER 177.091 (9) FLORIDA STATUTES AND THE CITY OF CLERMONT LAND DEVELOPMENT REGULATIONS.
- ALL LOT LINES ALONG CURVES ARE RADIAL UNLESS NOTED OTHERWISE. NON-RADIAL LINES ARE NOTED BY (NR).
- STATE PLANE COORDINATES SHOWN HEREON AND THEIR COMPUTED VALUES SHALL BE SUBORDINATED TO THE MONUMENTS, BEARINGS AND DISTANCES SHOWN ON THIS PLAT.
- ALL LOTS HAVE A 10 FOOT DRAINAGE AND UTILITY EASEMENT ACROSS THE FRONT AND A 5 FOOT DRAINAGE AND UTILITY EASEMENT ACROSS THE SIDES AND THE REAR UNLESS NOTED OTHERWISE.
- A UTILITY, DRAINAGE, ACCESS AND SIDEWALK EASEMENT IS OVER TRACTS "RR", "SS", "OO" AND "PP", AND SAID EASEMENT RIGHTS ARE DEDICATED TO THE CITY OF CLERMONT.
- TRACT "OO" SHALL BE OWNED AND MAINTAINED BY THE ESPLANADE AT HIGHLAND RANCH HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF OPEN SPACE.
- TRACT "PP" SHALL BE OWNED AND MAINTAINED BY THE ESPLANADE AT HIGHLAND RANCH HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF OPEN SPACE/BUFFER.
- TRACT "QQ" SHALL BE OWNED AND MAINTAINED BY THE ESPLANADE AT HIGHLAND RANCH HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF A RETENTION POND.
- TRACT "RR" SHALL BE OWNED AND MAINTAINED BY THE ESPLANADE AT HIGHLAND RANCH HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF A TRAIL.
- TRACT "SS" CONSISTS OF ALL THE INTERNAL PRIVATE ROADWAYS SHOWN HEREON AND SHALL BE OWNED AND MAINTAINED BY THE ESPLANADE AT HIGHLAND RANCH HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF LANDSCAPE, DRAINAGE, UTILITIES AND ROAD RIGHTS OF WAY. IT IS SPECIFICALLY UNDERSTOOD THAT NO OBLIGATION IS IMPOSED UPON THE CITY OF CLERMONT, NOR SHALL ANY REQUEST EVER BE ENTERTAINED BY THE CITY TO MAINTAIN OR IMPROVE TRACT "SS".
- TRACT TT IS SUBJECT TO THE UNRECORDED ASSIGNMENT OF BILLBOARD LEASES ("BILLBOARD LEASE") BETWEEN CENTER LAKE PROPERTIES, LLLP (ASSIGNOR) AND TAYLOR MORRISON OF FLORIDA, INC. (ASSIGNEE) AND IS TO BE OWNED AND MAINTAINED BY TAYLOR MORRISON OF FLORIDA, INC. UNTIL TERMINATION OF THE "BILLBOARD LEASE", AT WHICH TIME TAYLOR MORRISON OF FLORIDA, INC. INTENDS TO CONVEY TRACT TT TO THE ESPLANADE AT HIGHLAND RANCH HOMEOWNERS ASSOCIATION, INC. BY SEPARATE INSTRUMENT.
- THE LANDS AS SHOWN ON THIS PLAT ARE SUBJECT TO A PERPETUAL UTILITY EASEMENT IN FAVOR OF SUMTER ELECTRIC COOPERATIVE RECORDED IN OFFICIAL RECORDS BOOK 4537, PAGES 2092-2094 OF THE PUBLIC RECORDS OF LAKE COUNTY FLORIDA.

CERTIFICATE OF CLERK OF THE COURT

I, CLERK OF CIRCUIT COURT OF LAKE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT HIGHLAND RANCH PRIMARY PHASE 1 SUBDIVISION AND THAT IT COMPLIES WITH ALL THE REQUIREMENTS OF LAWS FLA. CH. 177, THIS PLAT FILED FOR RECORD THIS _____ DAY OF _____, 2015, AND RECORDED PAGE _____ OF PLAT BOOK _____ IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF LAKE COUNTY, FLORIDA.

CLERK OF THE CIRCUIT COURT, LAKE COUNTY, FLORIDA

JOINDER AND CONSENT

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, LIEN OR OTHER ENCUMBRANCE UPON THE PROPERTY DESCRIBED AS HIGHLAND RANCH ESPLANADE PHASE 1A, AND THAT THE UNDERSIGNED HEREBY JOINS IN AND CONSENTS TO THE DEDICATION OF LANDS DESCRIBED THEREIN BY THE OWNER, AND AGREES THAT ITS MORTGAGE, LIEN OR OTHER ENCUMBRANCES, WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 4405, PAGE 1080, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE ABOVE DEDICATION.

CENTER LAKE PROPERTIES, LLLP, A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP

BY: PINELCH MANAGEMENT CORPORATION, A FLORIDA CORPORATION, ITS GENERAL PARTNER

BY: JAMES P. CARUSO, PRESIDENT

SIGNED: _____ (CORPORATE SEAL)
TITLE: PRESIDENT

SIGNED AND SEALED IN THE PRESENCE OF:

WITNESS SIGNATURE _____ PRINTED NAME _____

WITNESS SIGNATURE _____ PRINTED NAME _____

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

NOTARY PRINTED NAME _____ (NOTARY SEAL)

SIGNATURE OF NOTARY _____ MY COMMISSION EXPIRES _____

REVIEWER STATEMENT

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, PART 1, FLORIDA STATUTES, AND FIND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED, HOWEVER, THAT MY REVIEW DOES NOT INCLUDE FIELD VERIFICATION OF ANY OF THE COORDINATES, POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

BOOTH, ERN, STRAUGHAN AND HIOTT, INC.
902 NORTH SINCLAIR AVENUE, TAVARES, FL 32778 (352) 343-8481
LICENSE BUSINESS NO. 7514

FOR THE FIRM: _____ DATE _____
JAMES M. STRAUGHAN, PSM/PRINCIPAL
PROFESSIONAL SURVEYOR AND MAPPER NO. 5309

CERTIFICATE OF SURVEYOR

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A REGISTERED SURVEYOR AND MAPPER, FULLY LICENSED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER HIS DIRECTION AND SUPERVISION, AND THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF SECTION 177, FLORIDA STATUTES.

DEWBERRY - 520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801 LICENSED BUSINESS NO. 8011

WILLIAM D. DONLEY
FLORIDA LICENSED SURVEYOR AND MAPPER NO. LS 5381

PLAT BOOK: _____ PAGE: _____

HIGHLAND RANCH
ESPLANADE PHASE 1A
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT TAYLOR MORRISON OF FLORIDA, INC., A FLORIDA CORPORATION, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT, DO HEREBY DEDICATE THE FOLLOWING TO THE USES AND PURPOSES THEREIN EXPRESSED, SUBJECT TO THE PLAT NOTES CONTAINED HEREIN.

1. TO ESPLANADE AT HIGHLAND RANCH HOMEOWNERS ASSOCIATION, INC.: TRACTS "OO", "PP", "QQ", "RR", AND "SS" ARE SUBJECT TO PERPETUAL RIGHTS OF INGRESS AND EGRESS BY THE LOT OWNERS OF HIGHLAND RANCH ESPLANADE PHASE 1A, THEIR TENANTS, INVITEES AND LICENSEES, TOGETHER WITH THOSE PROVIDERS OF SANITATION, POSTAL, FIRE AND LAW ENFORCEMENT AND EMERGENCY AND MEDICAL SERVICES, AND THEIR VEHICLES AND PERSONNEL. A DRAINAGE AND UTILITY EASEMENT IS HEREBY GRANTED OVER THOSE AREAS DESIGNATED AS DRAINAGE AND UTILITY EASEMENTS SHOWN OR NOTED HEREON.

2. TO ALL LOT OWNERS OF HIGHLAND RANCH ESPLANADE: A PERPETUAL INGRESS AND EGRESS EASEMENT IS HEREBY GRANTED OVER, ACROSS AND UPON TRACT "SS" INCLUDING THE RIGHT OF INGRESS AND EGRESS AND USE OF GATES AND AMENITY STRUCTURES FOR SAID LOT OWNERS' TENANTS, INVITEES AND LICENSEES, TOGETHER WITH THOSE PROVIDERS OF SANITATION, POSTAL, FIRE AND LAW ENFORCEMENT AND EMERGENCY AND MEDICAL SERVICES, AND THEIR VEHICLES AND PERSONNEL. A DRAINAGE AND UTILITY EASEMENT IS HEREBY GRANTED OVER THOSE AREAS DESIGNATED AS DRAINAGE AND UTILITY EASEMENTS SHOWN OR NOTED HEREON.

3. TO PROVIDERS OF ELECTRIC, TELEPHONE, CABLE TELEVISION SERVICES: A UTILITY EASEMENT IS HEREBY GRANTED OVER, ACROSS AND UPON TRACT "SS" AND THOSE AREAS DESIGNATED AS DRAINAGE AND UTILITY EASEMENTS SHOWN HEREON, INCLUDING THE RIGHT OF INGRESS AND EGRESS OVER AND ACROSS TRACT "SS" FOR THE PURPOSE OF ACCESSING SAID UTILITY EASEMENTS.

4. TO THE CITY OF CLERMONT: A UTILITY EASEMENT IS HEREBY GRANTED OVER ACROSS AND UPON TRACT "SS" AND THOSE AREAS DESIGNATED AS DRAINAGE AND UTILITY EASEMENTS SHOWN HEREON, INCLUDING THE RIGHT OF INGRESS AND EGRESS OVER AND ACROSS TRACT "SS" FOR THE PURPOSE OF ACCESSING SAID UTILITY EASEMENTS. A UTILITY, DRAINAGE AND ACCESS EASEMENT IS HEREBY GRANTED OVER ACROSS AND UPON TRACTS "OO", "PP", "QQ" AND "RR".

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE SIGNED BY THE OFFICER NAMED BELOW ITS CORPORATE SEAL TO BE AFFIXED HERETO ON _____, A.D. 2015.

TAYLOR MORRISON OF FLORIDA, INC., A FLORIDA CORPORATION

NAME: CHRIS TYREE

SIGNED: _____ (CORPORATE SEAL)
TITLE: VICE PRESIDENT

SIGNED AND SEALED IN THE PRESENCE OF:

WITNESS SIGNATURE _____ PRINTED NAME _____

WITNESS SIGNATURE _____ PRINTED NAME _____

STATE OF FLORIDA, COUNTY OF _____

THIS IS TO CERTIFY, THAT ON 2015, BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED CHRIS TYREE, AS VICE PRESIDENT OF TAYLOR MORRISON OF FLORIDA, INC., A FLORIDA CORPORATION, ON BEHALF OF THE COMPANY. HE IS PERSONALLY KNOWN BY ME OR PRODUCED _____ AS IDENTIFICATION AND DID/DID NOT TAKE AN OATH THAT HE/SHE IS THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGES THE EXECUTION THEREOF TO BE HIS/HER FREE ACT AND DEED AS SUCH OFFICER THERETO DULY AUTHORIZED, THAT THE OFFICIAL SEAL OF SAID CORPORATION IS AFFIXED HERETO; AND THAT SAID DEDICATION IS THE ACT AND DEED OF SAID CORPORATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

NOTARY PRINTED NAME _____

SIGNATURE OF NOTARY _____ MY COMMISSION EXPIRES _____

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS IS TO CERTIFY, THAT THIS PLAT WAS REVIEWED IN ACCORDANCE WITH SECTION 177.081, FLORIDA STATUTES AND PRESENTED TO THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AND APPROVED BY SAID CITY COUNCIL OF CLERMONT FOR RECORD ON THE _____ DAY OF _____, 2015 PROVIDED THAT THIS PLAT IS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, FLORIDA WITHIN _____

ATTEST: _____ CITY OF CLERMONT

CITY CLERK _____ MAYOR _____

PRINT NAME _____ PRINT NAME _____

SHEET 1 OF 2

HIGHLAND RANCH ESPLANADE PHASE 1A

LOCATED IN SECTIONS 9 AND 10, TOWNSHIP 22
SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE
COUNTY, FLORIDA.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	59.69'	500.00	06°50'24"	59.65'	S51°07'17"W
C2	486.83'	2150.00	12°58'25"	485.79'	N39°38'05"W
C3	494.29'	2456.00	11°31'53"	493.46'	N35°58'19"W
C4	199.52'	120.00	95°15'42"	177.32'	S77°50'14"E
C5	157.08'	100.00	90°00'00"	141.42'	N80°28'05"W
C6	143.45'	2150.00	03°49'22"	143.42'	N44°12'36"W
C7	343.38'	2150.00	09°09'03"	343.01'	N37°43'24"W
C8	480.03'	2120.00	12°58'25"	479.01'	N39°38'05"W
C9	293.79'	2180.00	07°43'17"	293.57'	N37°00'31"W
C10	438.52'	2426.00	10°21'24"	437.92'	N35°23'05"W
C11	439.64'	2486.00	01°07'57"	439.06'	N35°16'21"W
C12	249.39'	150.00	95°15'42"	221.65'	S77°50'14"E
C13	149.64'	90.00	95°15'42"	132.99'	S77°50'14"E
C14	109.96'	70.00	90°00'00"	98.99'	N80°28'05"W
C15	204.20'	130.00	90°00'00"	183.85'	N80°28'05"W
C16	91.07'	2180.00	02°23'36"	91.06'	N44°55'29"W
C17	63.27'	530.00	06°50'24"	63.23'	S51°07'17"W
C18	56.11'	470.00	06°50'24"	56.08'	S51°07'17"W
C19	38.65'	25.00	88°34'15"	34.91'	S03°24'58"W
C20	37.04'	25.00	84°53'45"	33.75'	N83°00'39"W
C21	38.65'	25.00	88°34'15"	34.91'	S88°00'48"E
C22	41.40'	25.00	94°52'49"	36.83'	S07°06'04"W

CURVE LABEL NOT USED					
CURVE LABEL NOT USED					
C25	61.26'	2120.00	01°39'20"	61.26'	N33°58'32"W
C26	63.13'	2120.00	01°42'22"	63.13'	N35°39'24"W
C27	63.13'	2120.00	01°42'22"	63.13'	N37°21'46"W
C28	63.13'	2120.00	01°42'22"	63.13'	N39°04'08"W
C29	63.13'	2120.00	01°42'22"	63.13'	N40°46'29"W
C30	63.13'	2120.00	01°42'22"	63.13'	N42°28'51"W
C31	49.66'	2180.00	01°18'18"	49.66'	N33°48'01"W
C32	49.66'	2180.00	01°18'18"	49.66'	N35°06'20"W
C33	49.66'	2180.00	01°18'18"	49.66'	N36°24'38"W
C34	49.66'	2180.00	01°18'18"	49.66'	N37°42'57"W
C35	49.66'	2180.00	01°18'18"	49.66'	N39°01'15"W
C36	45.51'	2180.00	01°11'46"	45.50'	N40°16'17"W
C37	46.81'	2426.00	01°06'20"	46.81'	N40°00'37"W
C38	52.08'	2426.00	01°13'48"	52.08'	N38°50'33"W
C39	52.08'	2426.00	01°13'48"	52.08'	N37°36'44"W
C40	52.08'	2426.00	01°13'48"	52.08'	N36°22'56"W
C41	52.08'	2426.00	01°13'48"	52.08'	N35°09'08"W
C42	52.08'	2426.00	01°13'48"	52.08'	N33°55'20"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C39	49.70'	2486.00	01°08'44"	49.70'	N32°30'00"W
C60	49.70'	2486.00	01°08'44"	49.70'	N31°21'17"W
C61	24.97'	2486.00	00°34'32"	24.97'	N30°28'39"W
C62	5.00'	130.00	02°12'09"	5.00'	S55°38'00"W
C63	51.79'	130.00	22°49'35"	51.45'	S68°08'52"W
C64	147.41'	130.00	64°58'16"	139.64'	N67°57'13"W
C65	104.95'	70.00	85°54'14"	95.39'	N78°25'12"W
C66	5.00'	70.00	04°05'46"	5.00'	S56°34'48"W
CURVE LABEL NOT USED					
CURVE LABEL NOT USED					
C71	335.55'	1992.80	09°38'51"	335.15'	N38°30'37"W
C72	38.85'	1992.80	01°07'01"	38.85'	N34°14'42"W
C73	59.34'	1992.80	01°42'22"	59.34'	N35°39'24"W
C74	59.34'	1992.80	01°42'22"	59.34'	N37°21'46"W
C75	59.34'	1992.80	01°42'22"	59.34'	N39°04'08"W
C76	59.34'	1992.80	01°42'22"	59.34'	N40°46'29"W
C77	59.34'	1992.80	01°42'22"	59.34'	N42°28'51"W
C78	63.13'	2120.00	01°42'22"	63.13'	N32°14'40"W
C79	1.87'	2120.00	00°03'02"	1.87'	N33°07'21"W
C80	63.66'	252.00	14°28'25"	63.49'	S80°58'12"E
C81	81.71'	252.00	18°34'42"	81.35'	S64°26'39"E
C82	81.48'	252.00	18°31'33"	81.13'	S45°53'31"E
C83	29.28'	252.00	06°39'29"	29.27'	S33°18'00"E
C84	35.28'	2308.00	00°52'33"	35.28'	N30°24'33"W
C85	49.55'	2308.00	01°13'48"	49.55'	N31°27'43"W
C86	43.13'	2308.00	01°04'15"	43.13'	N32°36'45"W

NOTICE
THIS PLAT, AS RECORDED
IN ITS GRAPHIC FORM, IS
THE OFFICIAL DEPICTION OF
THE SUBDIVIDED LANDS
DESCRIBED HEREIN AND WILL
IN NO CIRCUMSTANCES BE
SUSPENDED IN AUTHORITY
BY ANY OTHER GRAPHIC OR
DIGITAL FORM OF THE PLAT.

THERE MAY BE ADDITIONAL
RESTRICTIONS THAT ARE
NOT RECORDED ON THIS
PLAT THAT MAY BE FOUND
IN THE PUBLIC RECORDS OF
THIS COUNTY.

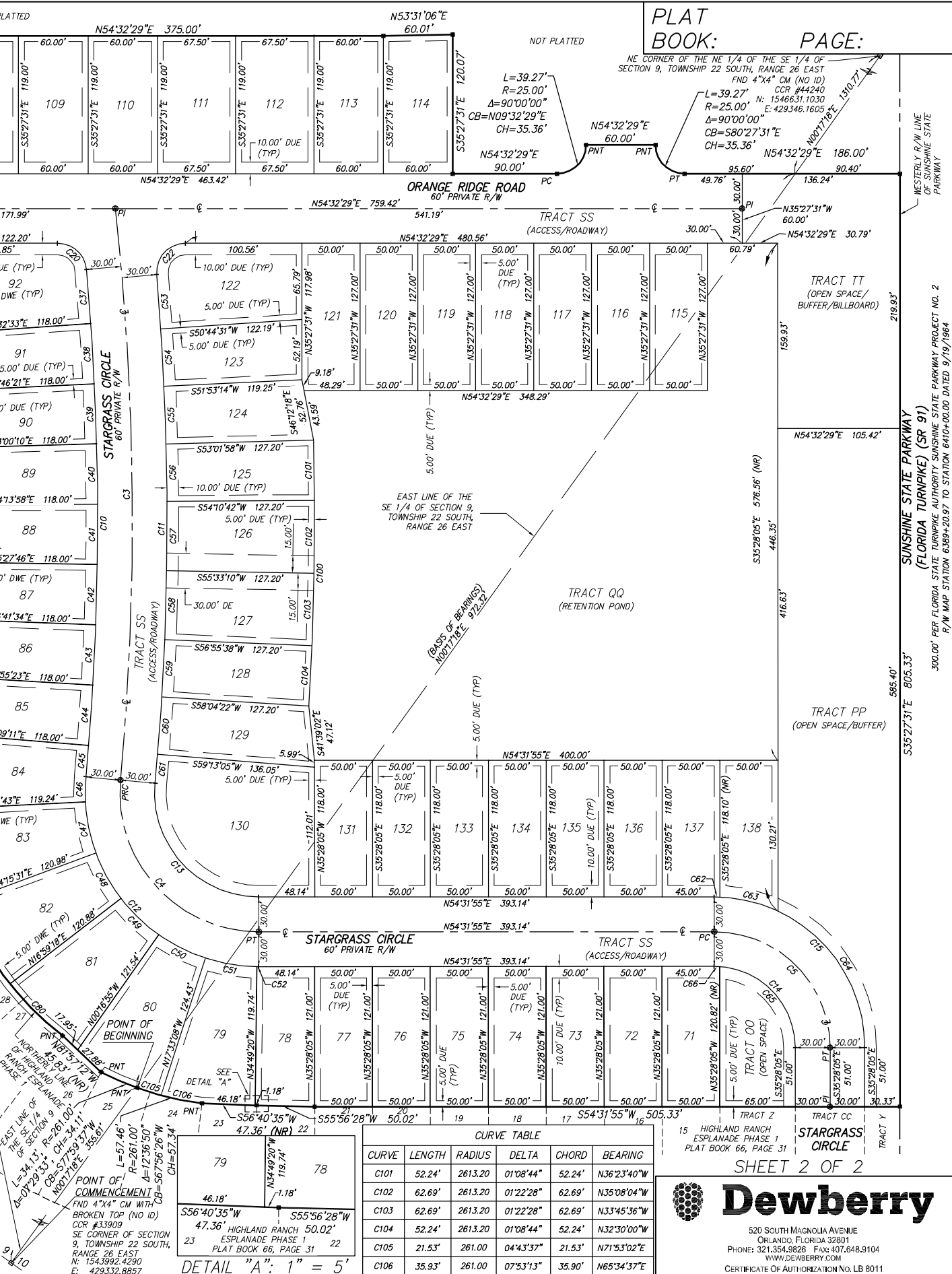
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C59	49.70'	2486.00	01°08'44"	49.70'	N32°30'00"W
C60	49.70'	2486.00	01°08'44"	49.70'	N31°21'17"W
C61	24.97'	2486.00	00°34'32"	24.97'	N30°28'39"W
C62	5.00'	130.00	02°12'09"	5.00'	S55°38'00"W
C63	51.79'	130.00	22°49'35"	51.45'	S68°08'52"W
C64	147.41'	130.00	64°58'16"	139.64'	N67°57'13"W
C65	104.95'	70.00	85°54'14"	95.39'	N78°25'12"W
C66	5.00'	70.00	04°05'46"	5.00'	S56°34'48"W
CURVE LABEL NOT USED					
CURVE LABEL NOT USED					
C70					

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C87	6.42'	2308.00	00°09'33"	6.42'	N33°13'39"W
C88	49.55'	2308.00	01°13'48"	49.55'	N33°55'20"W
C89	49.55'	2308.00	01°13'48"	49.55'	N35°09'08"W
C90	49.55'	2308.00	01°13'48"	49.55'	N36°22'56"W
C91	49.55'	2308.00	01°13'48"	49.55'	N37°36'44"W
C92	49.55'	2308.00	01°13'48"	49.55'	N38°50'33"W
C93	77.96'	2308.00	01°56'08"	77.96'	N40°25'31"W
C94	69.27'	2308.00	01°43'10"	69.26'	N40°31'59"W
C95	52.57'	2308.00	01°18'18"	52.57'	N39°01'15"W
C96	52.57'	2308.00	01°18'18"	52.57'	N37°42'57"W
C97	52.57'	2308.00	01°18'18"	52.57'	N36°24'38"W
C98	52.57'	2308.00	01°18'18"	52.57'	N35°06'20"W
C99	52.57'	2308.00	01°18'18"	52.57'	N33°48'01"W
C100	229.86'	2613.20	05°02'24"	229.79'	N34°26'50"W

SHEET INDEX
SHEET 1 COVER SHEET, NOTES,
LEGAL DESCRIPTION,
VICINITY MAP
SHEET 2 PLAT DETAILS

CURVE TABLE			
CURVE	C107	C108	
LENGTH	32.59'	30.68'	
RADIUS	530.00	530.00	
DELTA	03°31'23"	03°19'01"	
CHORD	32.58'	30.68'	
BEARING	S49°27'46"W	S52°52'58"W	

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C87	6.42'	2308.00	00°09'33"	6.42'	N33°13'39"W
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C96	52.57'	2308.00	01°18'18"	52.57'	N37°42'57"W
C97	52.57'	2308.00	01°18'18"	52.57'	N36°24'38"W
C98	52.57'	2308.00	01°18'18"	52.57'	N35°06'20"W
C99	52.57'	2308.00	01°18'18"	52.57'	N33°48'01"W
C100	229.86'	2613.20	05°02'24"	229.79'	N34°26'50"W





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 23, 2015		
Agenda Item Name		
Master Plan Agreement		
Requested Action		
Move to approve contract with Robert Thompson of Winter Park Consulting Group, LLC for professional consulting services.		
Staff Report		
The agreement provides for: 1. Review and Development of informational packets for potential investors. 2. Research and reporting on successful waterfront (re)developments. 3. Develop a pitch packet for Clermont downtown/waterfront portion of Master Plan. 4. Begin recruitment process of investors/developers. 5. Facilitate meetings with investors, business owners and developers with City officials. 6. Facilitate the creation of Request for Qualifications. 7. Conduct various collaborative duties during the period of this agreement. Staff recommends approval of the agreement.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Agreement Thompson Robert.doc 2. Exhibit A SCOPE OF SERVICES.docx		

**PROFESSIONAL CONSULTANT
SERVICES AGREEMENT**

THIS AGREEMENT, made this 23rd day of June, 2013, between the City of Clermont, a Municipal Corporation of the State of Florida, (hereinafter referred to as the "CITY") and Winter Park Consulting Group, LLC whose address is 1323 Chapman Circle, Winter Park, Florida, 32789 (hereinafter referred to as "CONSULTANT").

WITNESSETH

WHEREAS, the City is in need of qualified, professional consulting services to assist the City with the identification, recruitment and development of partners and projects to facilitate the implementation of the downtown/waterfront portion of the City's Master Plan; and

WHEREAS, it is necessary that the City move forward on the procurement of such consulting services to avoid loss of potential opportunities, developments and partners and to avoid significant delays in the implementation of the Master Plan; and

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

NOW THEREFORE, in consideration of the covenants, representations and agreements herein contained, the parties agree as follows:

1. **SCOPE OF SERVICES:** The CITY agrees to and does engage CONSULTANT to perform the professional services as more particularly described in the Scope of Services /Compensation Schedule, attached hereto and incorporated herein as Exhibit "A".

CONSULTANT agrees to assign Robert Thompson to perform the assigned responsibilities and duties faithfully, intelligently, and to the best of their ability, and in the best interest of CITY during the term of this Agreement. All services provided shall be performed in accordance with this Agreement and with any and all applicable law, professional standards and guidelines. CITY may request CONSULTANT to make changes in the scope of services or make revisions to the work performed. Any changes or revisions requested by CITY that are not due to CONSULTANT error, omission or negligence will be incorporated into the scope of services by written amendment to this agreement and CONSULTANT may be entitled to additional compensation upon the agreement of the parties.

2. **AUTHORIZATION TO PROVIDE SERVICES:** CONSULTANT shall not be authorized to provide any services as set forth in the Scope of Services/Compensation Schedule until such time as CONSULTANT has received written authorization from the City Manager, or his designee, to perform the specific tasks set forth in the Scope of Services/Compensation Schedule. In the event that CONSULTANT commences any such services without such authorization, CONSULTANT expressly acknowledges that it shall not be entitled to compensation of any kind

related to said services.

3. **COMPENSATION:**

a. The CITY agrees to and does engage CONSULTANT to perform the professional services for compensation in the amount of \$5,000.00 per month described herein and set forth in Exhibit "A" attached hereto and incorporated herein.

b. As a condition precedent to receiving payment, CONSULTANT shall have been authorized to proceed by CITY for the specific phase, shall not be in default of any of the terms and conditions of this Agreement and shall provide to CITY an invoice. The invoice shall include a statement identifying the services provided in accordance with the Scope of Services/Compensation Schedule.

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

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

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

4. **TERM.** This Agreement shall take effect when executed by both parties and shall continue, until such time as the Scope of Services provided in Exhibit "A" is completed or the agreement is terminated as provided in Section 5 below.

5. **TERMINATION.**

a. The non-breaching party upon breach of the terms and conditions contained herein may terminate this Agreement.

b. Additionally, CITY shall have the right to terminate the agreement, for any reason, upon thirty (30) days written notice to the CONSULTANT. In the event of termination, without cause, by the CITY pursuant to this section 5b, CONSULTANT shall be compensated in accordance with the services completed and accepted, as of the date of the termination and as set forth in the Scope of Services

6. **RESPONSIBILITIES OF CONSULTANT.**

In addition to all other responsibilities

provided herein, CONSULTANT expressly understands and agrees that, through the above-referenced assigned personnel, it shall perform all of the services required in the Scope of Services, and further agrees as follows:

a. CONSULTANT may retain subcontractors to provide any of the services contemplated herein. Said subcontractors shall be used at the sole expense of CONSULTANT, under the direct supervision of CONSULTANT and with the prior written approval of CITY.

b. CONSULTANT expressly acknowledges that any and all documents, plans, designs, reports, and specifications related to the project and acquired or created by CONSULTANT shall remain, at all times the property of CITY and CONSULTANT. CONSULTANT, therefore, shall preserve and maintain said records and shall immediately provide copies of them to CITY upon termination of this Agreement.

8. **RESPONSIBILITIES OF CITY.** The City shall provide full information, as reasonably directed by CONSULTANT, regarding the requirements of the project.

9. **AUTHORIZED REPRESENTATIVE OF THE CITY.** During the term of this Agreement, the City Manager shall be the designated representative authorized to act on behalf of the CITY, as provided by law, with respect to the project.

10. **INSURANCE PROVIDED BY CONSULTANT.**

a. **Workers Compensation.** CONSULTANT agrees to pay for and maintain in full force and effect all applicable workers compensation insurance as required by Federal and Florida Law.

b. **Comprehensive Automobile Liability.** CONSULTANT agrees to pay for and maintain in full force and effect at all times during the term of this Agreement, bodily injury and property damage liability insurance. The limits of said policies shall be in an amount approved by the CITY.

c. **Proof of Insurance.** The originals of the aforementioned policies of insurance, or certificates of the issuance thereof, shall be delivered to the CITY as evidence of the compliance by the CONSULTANT with the terms and provisions contained herein. Each of the said insurance policies shall be issued by a company or companies authorized to do business in the State of Florida and which have an A.M. Best Company Rating of "A" or better and a Financial Size Category of "VII" or as otherwise approved by CITY, in its sole discretion. Each policy shall name the CITY as an additional insured. The proof of insurance as provided herein, shall be delivered to CITY initially upon execution of this Agreement and thereafter, within thirty (30) days immediately following each renewal thereof.

d. **Loss of Insurance.** If during the period which an insurance company is providing the coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of

Authority, 2) no longer comply with any applicable Florida Law, or 3) fail to maintain the Best Rating and Financial Size Category, CONSULTANT shall, as soon as it has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until the CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to CITY, the CONSULTANT shall be deemed in default of this Agreement.

e. Insurance Coverage Not Limitation of Liability. The maintenance of insurance coverage as provided herein shall not be construed to limit or have the effect of limiting CONSULTANT's liability to CITY under the provision of any clause or paragraph contained in this Agreement.

11. **INDEMNIFICATION.** CONSULTANT agrees to hold harmless and indemnify, including attorney fees, CITY, its officers, employees and agents against any and all claims, losses, damages or lawsuits for damages, arising from or related to negligent acts, errors or omissions of the CONSULTANT.

12. **INDEPENDENT CONTRACTOR.** The parties agree that at all times and for all purposes within the scope of this Agreement, the relationship of CONSULTANT and CITY is that of an independent contractor.

13. **FORCE MAJEURE.** With regard to the performance hereunder, CONSULTANT shall not be deemed to be in default of this agreement, or have failed to comply with any term or conditions herein if, for reasons beyond CONSULTANT's reasonable control (including, without limitation, acts of God, natural disaster, labor unrest, war, declared or undeclared, the existence of injunctions or requirements for obtaining licenses, permits or other compliance with applicable laws, rules and regulations), such performance is not reasonably possible within such time periods, then the time for such performance shall be extended until removal of such reasons beyond CONSULTANT's reasonable control, provided that CONSULTANT commences such performance as soon as reasonably possible and diligently pursues such performance.

14. **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.

CONSULTANT: Winter Park Consulting, LLC.
P O Box 116
Winter Park, FL 32790
Attn.: Robert Thompson

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

15. **PROHIBITION AGAINST CONTINGENT FEES.**

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making of this agreement. For breach or violation of this provision, in addition to any and all remedies available to CITY, CITY shall have the right to terminate this agreement without liability and to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

16. **GENERAL PROVISIONS.**

a. 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.

b. 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.

c. 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.

d. 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.

e. 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 CONSULTANT.

f. Assignment. This Agreement is personal to the parties hereto and may not be assigned by CONSULTANT, in whole or in part, without the prior written consent of CITY.

g. 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.

h. 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.

i. Public Records. CONSULTANT expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records law, to include, to:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services contemplated herein.

(2) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in this Florida's Public Records law or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes herein expressed on the date first above written.

Attest:

CITY OF CLERMONT, FLORIDA

BY: _____
Tracy Ackroyd, City Clerk

BY: _____
Gail L. Ash, Mayor

BY: _____
Robert Thompson

EXHIBIT “A”

SCOPE OF SERVICES

- 1. *Review and Development of informational packets for potential investors.***
 - (a) Meet with City staff and their consultants to discuss and collect all relevant information related to the current Master Plan, Visioning and Branding.
 - (b) Formulate introductory packet for distribution to investors.
- 2. *Research and reporting on successful waterfront (re)developments.***
 - (a) Review similar (re)development projects and develop a summary.
 - (b) Present and review data with City Staff to evaluate key attributes for Clermont (re) development.
- 3. *Development of pitch packet for Clermont downtown/waterfront portion of Master Plan—to possibly include print collateral, digital and web***
 - (a) Meet and Corroborate with City Staff to create marketing materials to demonstrate the economic assets of the Clermont downtown and waterfront.
 - (b) Formulate pitch packet in various deliverable forms to highlight downtown/waterfront attributes.
- 4. *Begin recruitment process of investors/developers for downtown/waterfront portion of Master Plan.***
 - (a) Initiate secondary contact with various investors and developers to establish development opportunities and challenges
 - (b) Presentation of pitch packet to select candidates
- 5. *Facilitate meetings with investors, business owners and developers with City officials***
 - (a) Coordinate meetings with various individuals to discuss potential projects along with City staff and representatives
 - (b) Conduct weekly meetings with City Staff to provide status and updates
- 6. *Facilitate the creation of RFQ for development of downtown/waterfront portion of Master Plan (with GAI) to pre-qualify***
 - (a) Coordinate with City staff and Consultants to develop RFQ criterion.
- 7. *Conduct various collaborative duties during the period of this agreement.***
 - (a) Update Council as to Project Status—Quarterly
 - (b) Support with marketing, public relations, communications and overall strategic planning as needed.
 - (c) Attend various meetings with City and prospects
 - (d) Creation of messaging for overall project in conjunction with City PIO



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date																	
Tuesday, June 23, 2015																	
Agenda Item Name																	
Ordinance No. 2015-14; <i>Final</i> Plaza Collina																	
Requested Action																	
Move to approve Ordinance 2015-14.																	
Staff Report																	
This administrative request for the adoption of a large-scale comprehensive plan amendment was originally scheduled to be heard by the City Council in May, but was tabled to allow its transmittal to track with the related annexation. The City Council approved the transmittal of the comprehensive plan amendment in April for the 142-acre, unimproved property. The City annexed the subject parcel on April 28, 2015 and approved a conditional use permit for a planned unit development. 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 Florida Department of Economic Opportunity and the reviewing agencies have reviewed the proposed amendment and have not raised any objections. Staff recommends approval of the adoption of the comprehensive plan amendment to change the future land use from Lake County Regional Commercial to the City's Master Planned Development future land use category.																	
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 2015-14.doc</td></tr><tr><td>2.</td><td>Maps</td><td>Plaza Collina Maps.pdf</td></tr><tr><td>3.</td><td>Master Planned Development FLU</td><td>Master Planned Development FLU description.pdf</td></tr><tr><td>4.</td><td>DEO letter</td><td>DEO Letter.pdf</td></tr><tr><td>5.</td><td>Legal ad</td><td>CPA Ad Plaza Collina.docx</td></tr></table>			1.	Ordinance	CPA ORD 2015-14.doc	2.	Maps	Plaza Collina Maps.pdf	3.	Master Planned Development FLU	Master Planned Development FLU description.pdf	4.	DEO letter	DEO Letter.pdf	5.	Legal ad	CPA Ad Plaza Collina.docx
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4.	DEO letter	DEO Letter.pdf															
5.	Legal ad	CPA Ad Plaza Collina.docx															

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

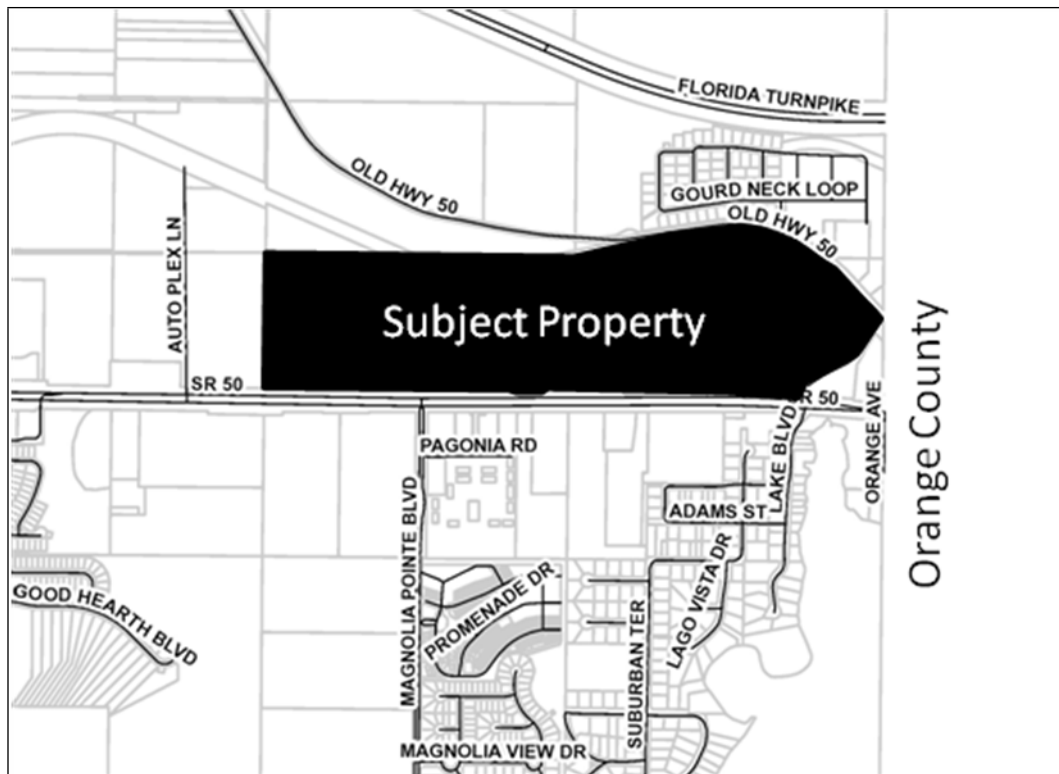
Section 3.

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

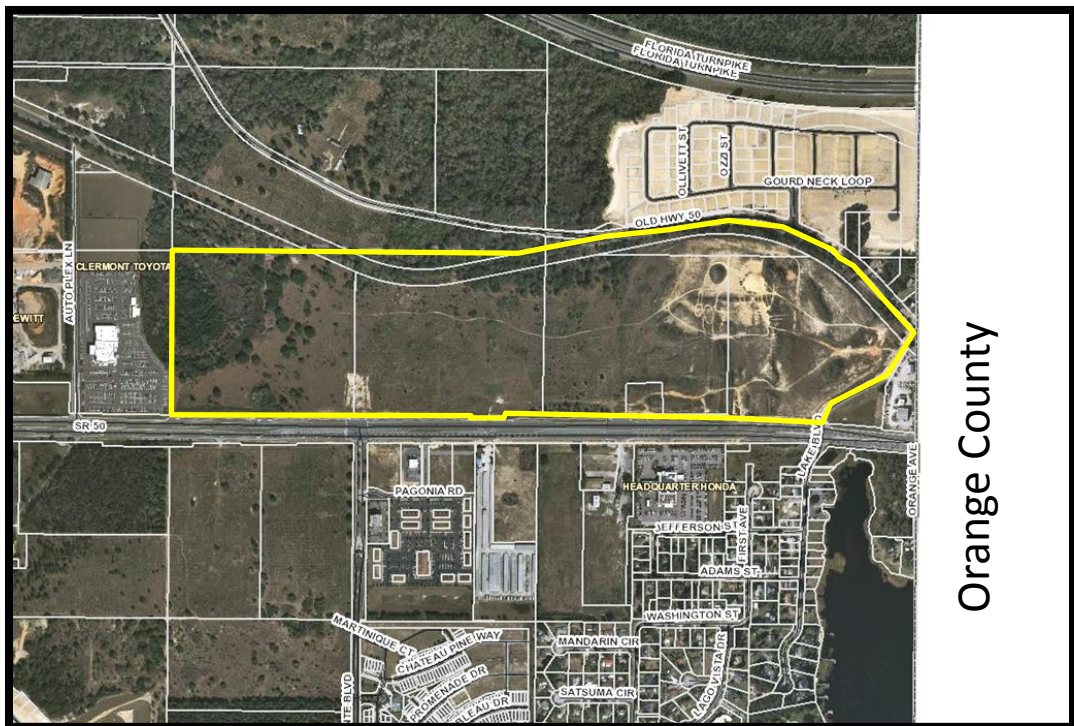
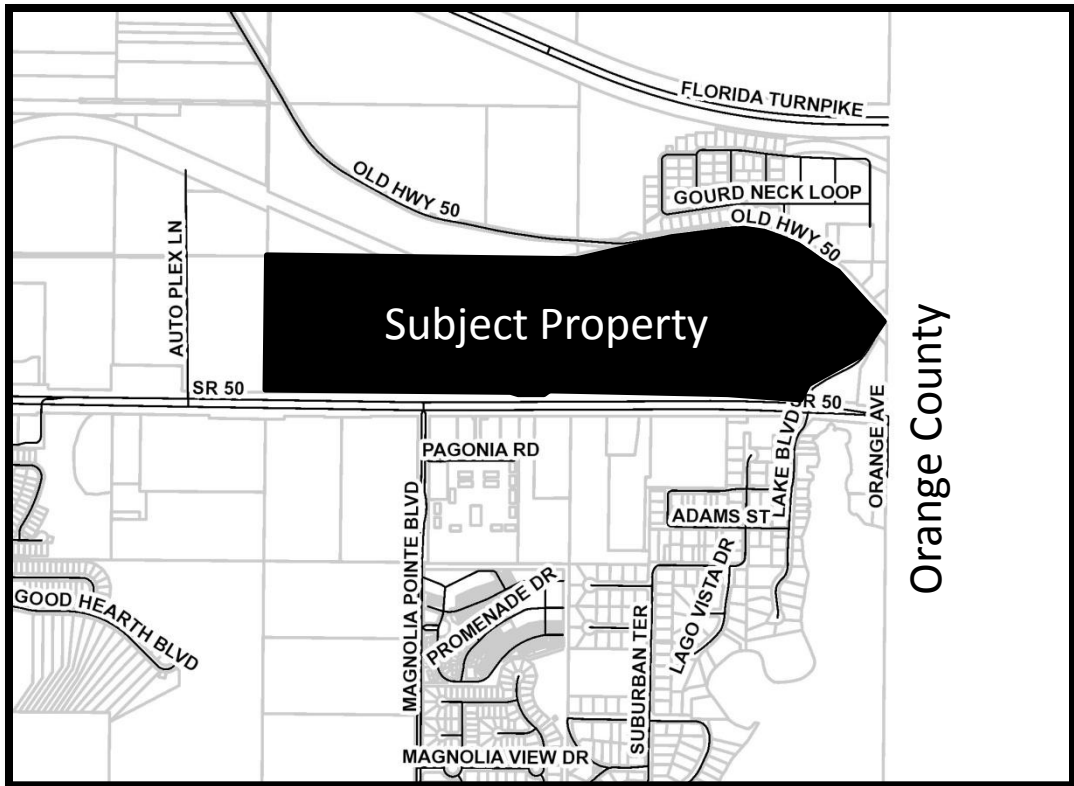


Exhibit – Future Land Use Plaza Collina

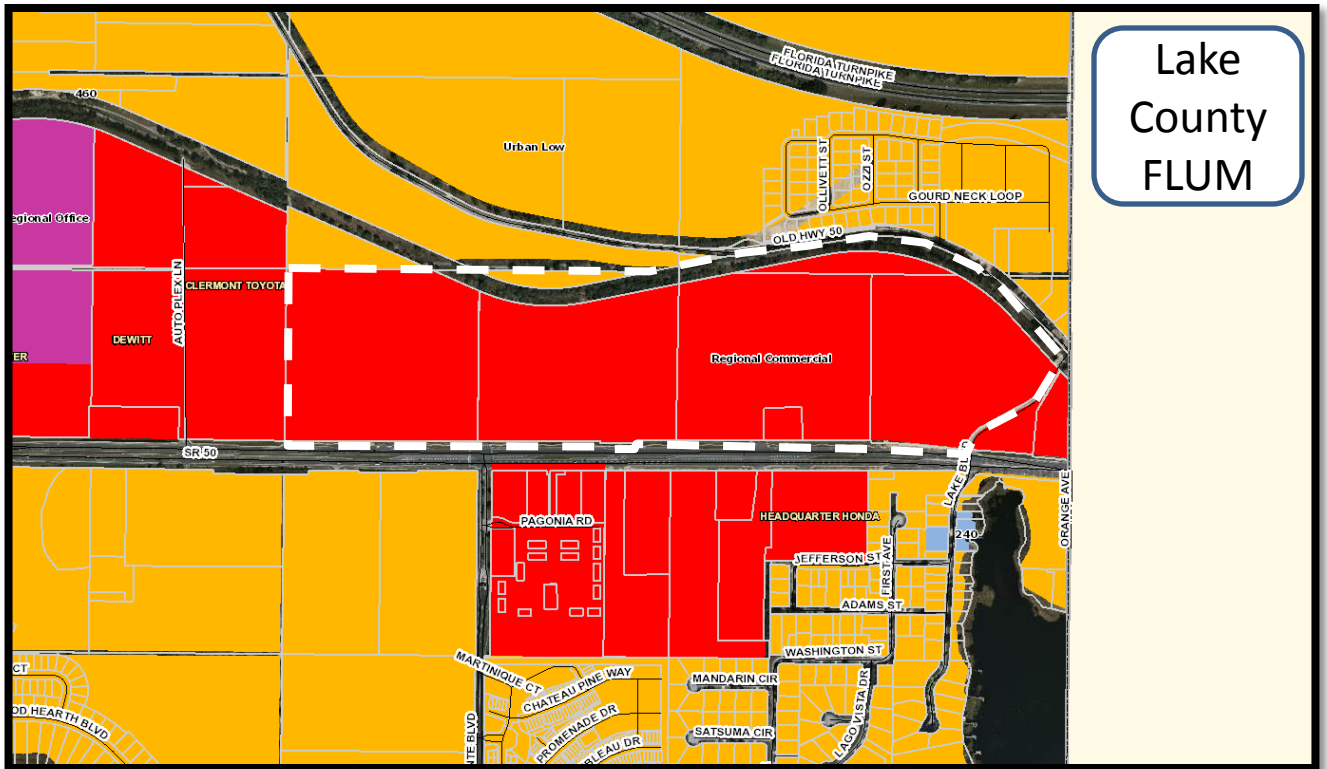
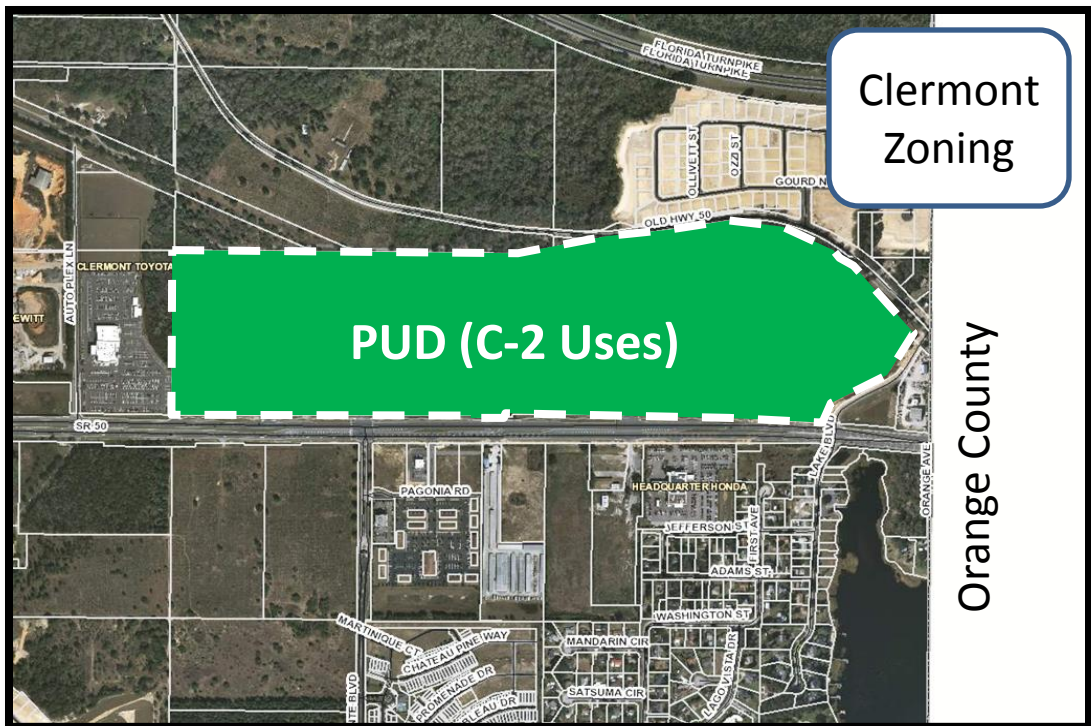


Exhibit – Zoning Plaza Collina



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.

Rick Scott
GOVERNOR



Jesse Panuccio
EXECUTIVE DIRECTOR

June 5, 2015

The Honorable Gail L. Ash
Mayor, City of Clermont
City Hall, 685 West Montrose Street
Clermont, Florida 34711

Dear Mayor Ash:

The Department of Economic Opportunity has completed its review of the proposed comprehensive plan amendment for the City of Clermont (Amendment No. 15-5ESR), which was received on May 8, 2015. Ordinance No. 2015-14 is associated with this amendment. We have reviewed the proposed amendment pursuant to Sections 163.3184(2) and (3), Florida Statutes (F.S.), and identified no comment related to important state resources and facilities within the Department of Economic Opportunity's authorized scope of review that will be adversely impacted by the amendment if adopted.

The City is reminded that pursuant to Section 163.3184(3)(b), F.S., other reviewing agencies have the authority to provide comments directly to the City. If other reviewing agencies provide comments, we recommend the City consider appropriate changes to the amendment based on those comments. If unresolved, such comments could form the basis for a challenge to the amendment after adoption.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. Also, please note that Section 163.3184(3)(c)1, F.S., provides that if the second public hearing is not held within 180 days of your receipt of agency comments, the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department of Economic Opportunity and any affected party that provided comment on the amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment.

If you have any questions concerning this review, please contact Bill Pable, AICP, at (850) 717-8534, or by email at bill.pable@deo.myflorida.com.

Sincerely,

Ana Richmond, Chief
Bureau of Community Planning

AR/bp

Enclosure(s): Procedures for Adoption

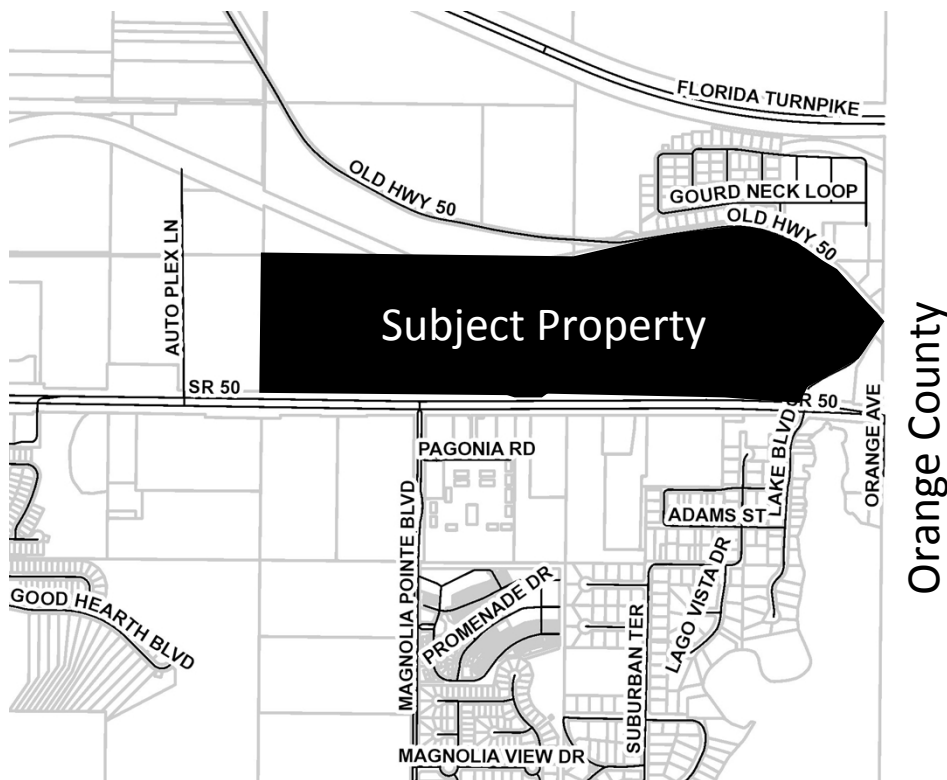
cc: Ms. Barbara Hollerand, Planning & Zoning Director, City of Clermont
Mr. Hugh Harling, P.E., Executive Director, East Central Florida Regional Planning Council

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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 23, 2015		
Agenda Item Name		
Ordinance No. 2015-21; <i>Final</i> Don Mealey Chevrolet		
Requested Action		
Move to approve Ordinance 2015-21.		
Staff Report		
The City Council approved the transmittal of this administrative request for a comprehensive plan amendment in April. The City annexed the subject parcel April 28, 2015 and rezoned the property to the City's C-2 General Commercial zoning classification. 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 map amendment will change the future land use from Lake County's Regional Commercial to the City's Commercial. The Florida Department of Economic Opportunity and the reviewing agencies have reviewed the proposed amendment and have not raised any objections. Staff recommends approval of the adoption of the comprehensive plan amendment to change the future land use from Lake County Regional Commercial to the City's Commercial future land use category.		
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. DEO letter	DEO Letter.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.

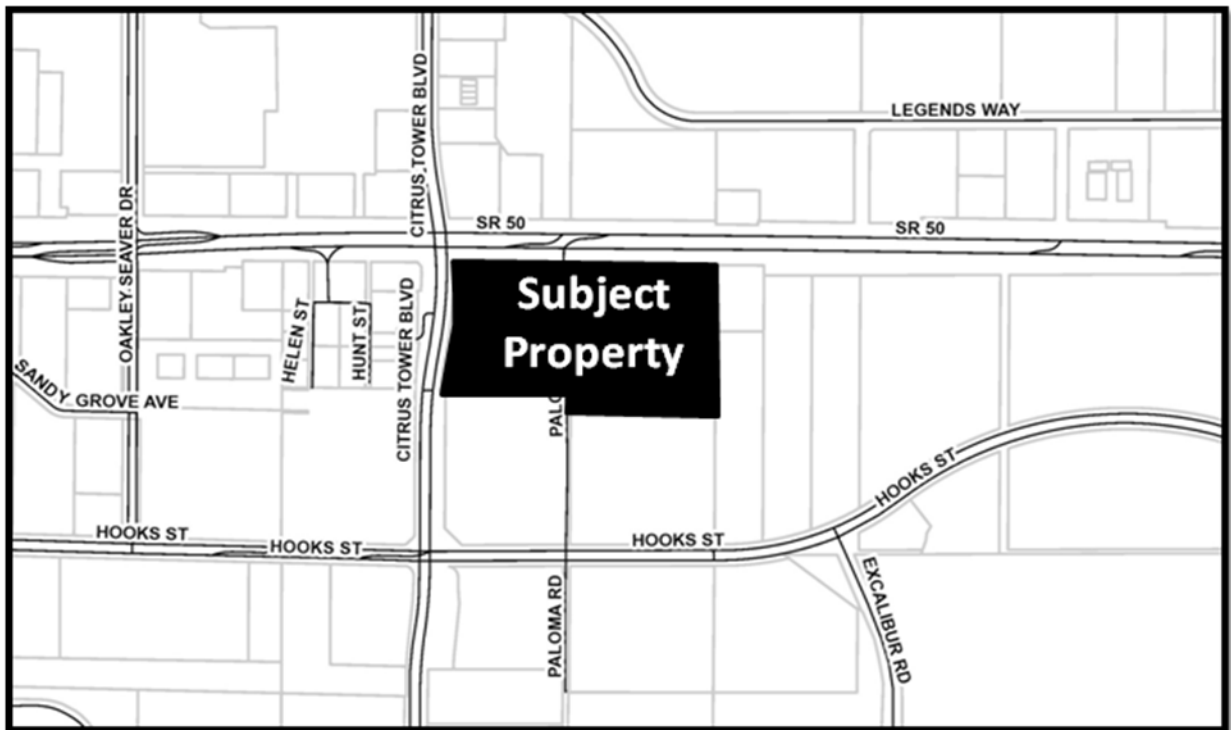
Section 3.

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

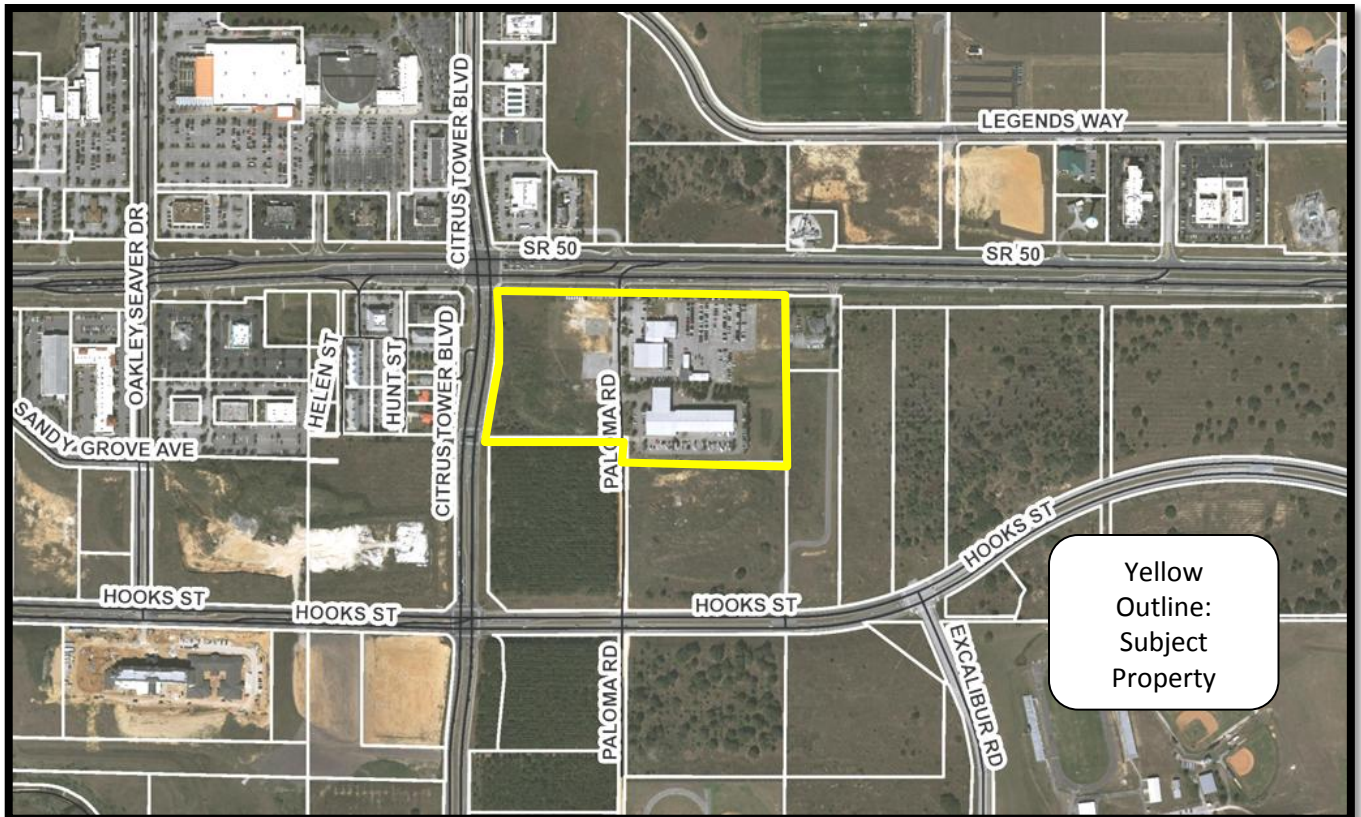
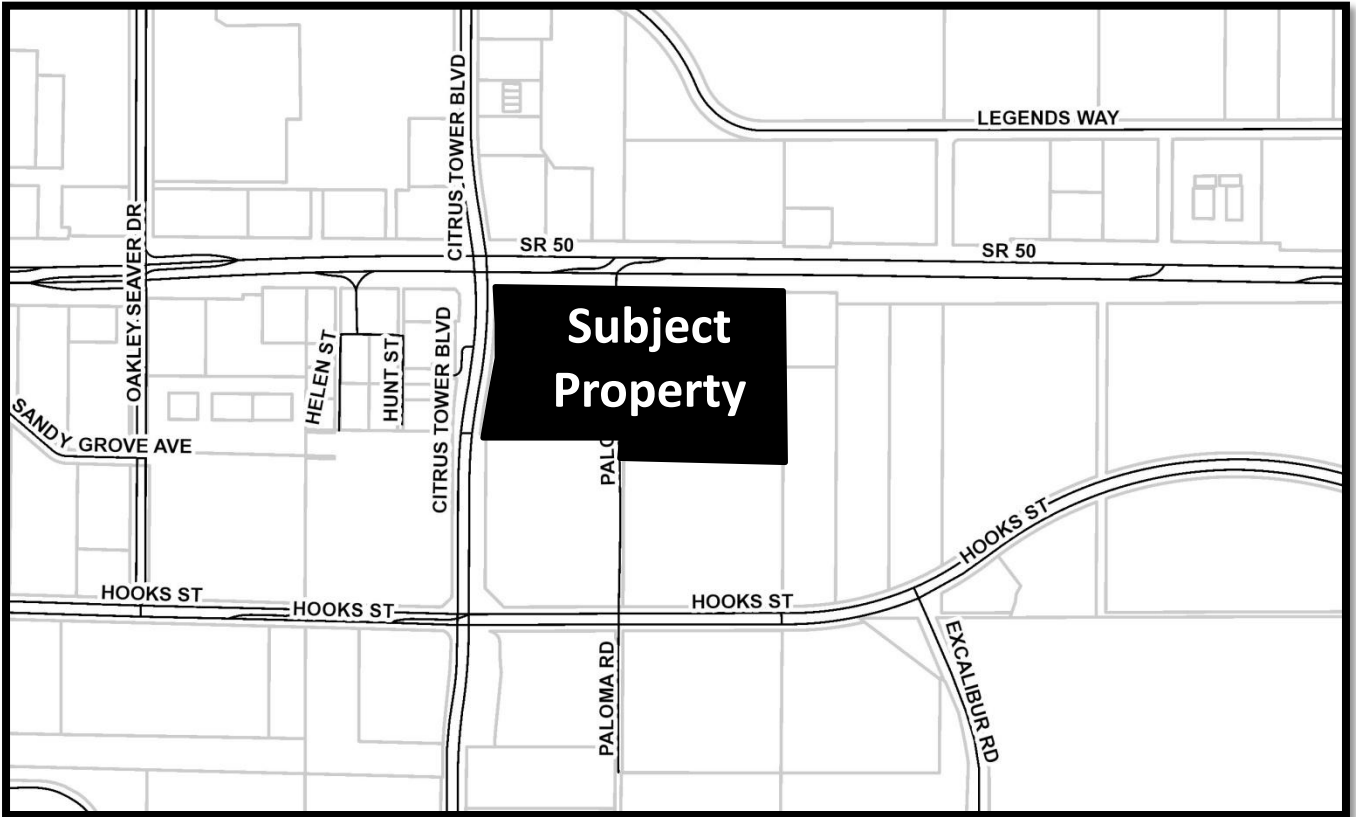


Exhibit – Future Land Use
Don Mealey Chevrolet

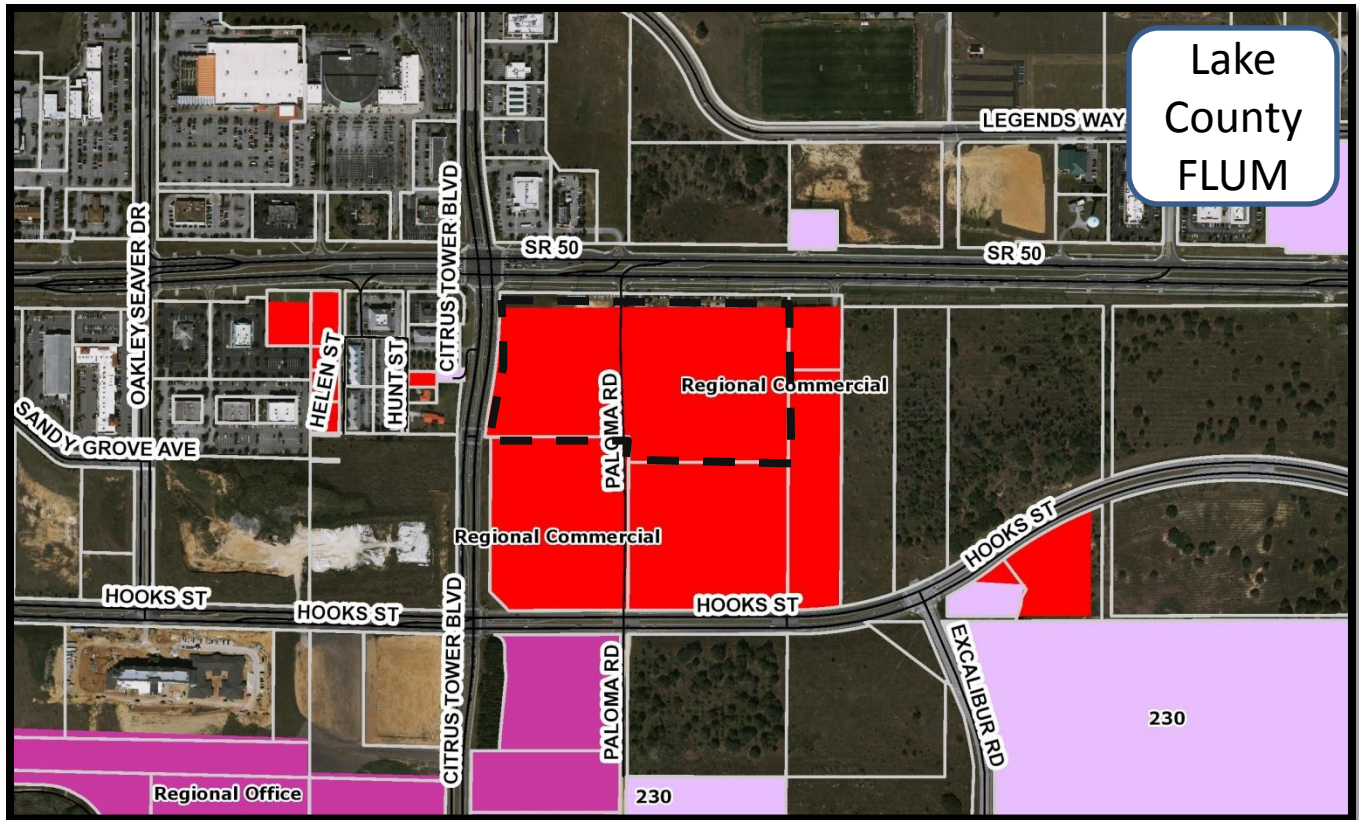
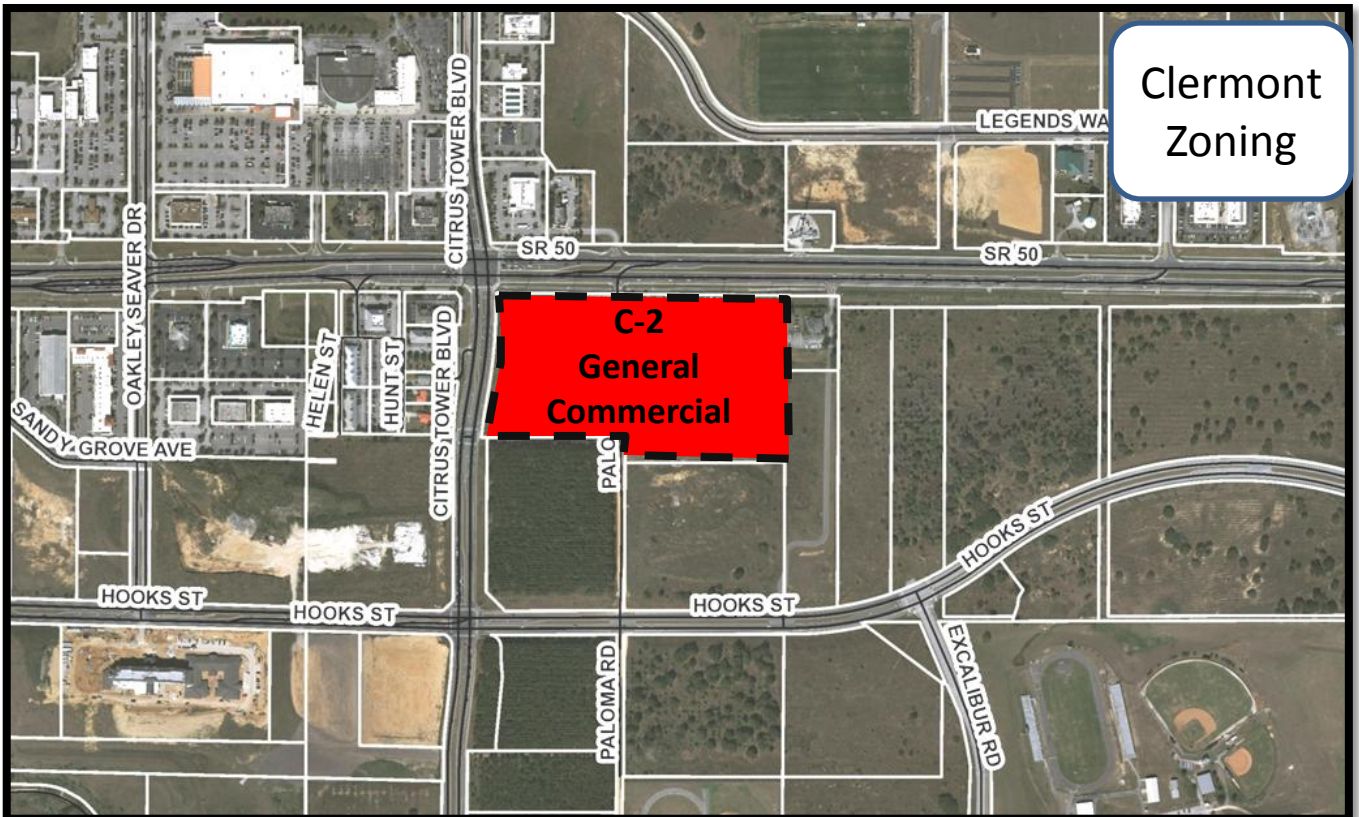
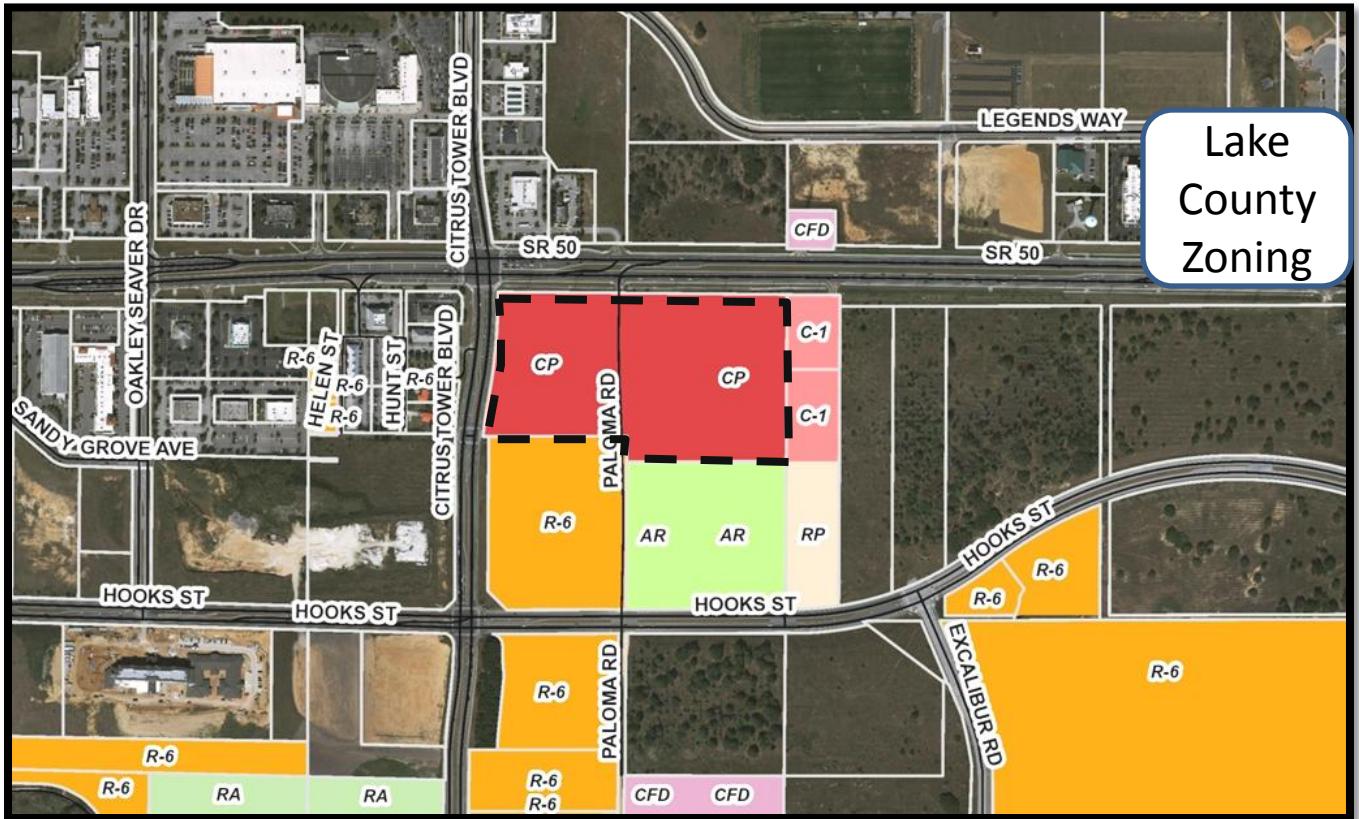


Exhibit – Zoning
Don Mealey Chevrolet



Rick Scott
GOVERNOR



Jesse Panuccio
EXECUTIVE DIRECTOR

May 22, 2015

The Honorable Gail L. Ash
Mayor, City of Clermont
City Hall, 685 West Montrose Street
Clermont, Florida 34711

Dear Mayor Ash:

The Department of Economic Opportunity has completed its review of the proposed comprehensive plan amendments for the City of Clermont (Amendment Nos. 15-3ESR and 15-4ESR), which were received on April 22, 2015. Ordinance Nos. 2015-21 and 2015-39 are associated with these amendments. We have reviewed the proposed amendments pursuant to Sections 163.3184(2) and (3), Florida Statutes (F.S.), and identified no comment related to important state resources and facilities within the Department of Economic Opportunity's authorized scope of review that will be adversely impacted by the amendments if adopted.

The City is reminded that pursuant to Section 163.3184(3)(b), F.S., other reviewing agencies have the authority to provide comments directly to the City. If other reviewing agencies provide comments, we recommend the City consider appropriate changes to the amendments based on those comments. If unresolved, such comments could form the basis for a challenge to the amendments after adoption.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendments. Also, please note that Section 163.3184(3)(c)1, F.S., provides that if the second public hearing is not held within 180 days of your receipt of agency comments, the amendments shall be deemed withdrawn unless extended by agreement with notice to the Department of Economic Opportunity and any affected party that provided comment on the amendments. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendments.

If you have any questions concerning this review, please contact Bill Pable, AICP, at (850) 717-8534, or by email at bill.pable@deo.myflorida.com.

Sincerely,

Ana Richmond, Chief
Bureau of Community Planning

AR/bp

Enclosure(s): Procedures for Adoption

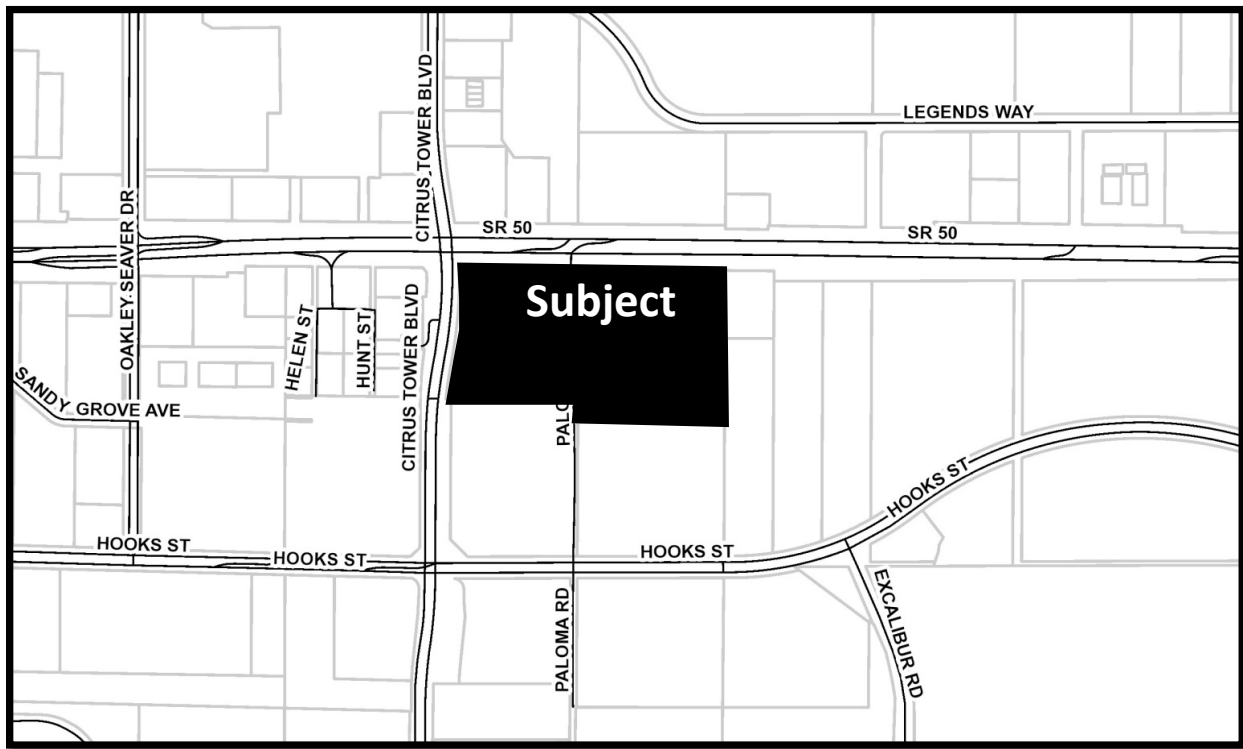
cc: Ms. Barbara Hollerand, Planning & Zoning Director, City of Clermont
Mr. Hugh Harling, P.E., Executive Director, East Central Florida Regional Planning Council

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, June 23, 2015														
Agenda Item Name														
Ordinance No. 2015-39; <i>Final</i> East Towne Center														
Requested Action														
Move to approve Ordinance 2015-39.														
Staff Report														
The City Council approved the transmittal of this administrative request for a comprehensive plan amendment in April. The City annexed the subject parcel April 28, 2015 and rezoned the property to the City's C-2 General Commercial zoning classification. 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 Publix 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 Florida Department of Economic Opportunity and the reviewing agencies have reviewed the proposed amendment and have not raised any objections. Staff recommends approval of the adoption of the comprehensive plan amendment to change the future land use from Lake County Regional Commercial to the City's Commercial future land use category.														
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 2015-39.doc</td></tr><tr><td>2.</td><td>Maps</td><td>East Towne Center Maps.pdf</td></tr><tr><td>3.</td><td>DEO letter</td><td>DEO Letter.pdf</td></tr><tr><td>4.</td><td>Legal ad</td><td>CPA Ad.docx</td></tr></table>			1.	Ordinance	CPA ORD 2015-39.doc	2.	Maps	East Towne Center Maps.pdf	3.	DEO letter	DEO Letter.pdf	4.	Legal ad	CPA Ad.docx
1.	Ordinance	CPA ORD 2015-39.doc												
2.	Maps	East Towne Center Maps.pdf												
3.	DEO letter	DEO Letter.pdf												
4.	Legal ad	CPA Ad.docx												

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 ¼ corner of said Section 26; thence south 00°40'30" West, 244.02 feet along the west line of the northeast ¼ 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

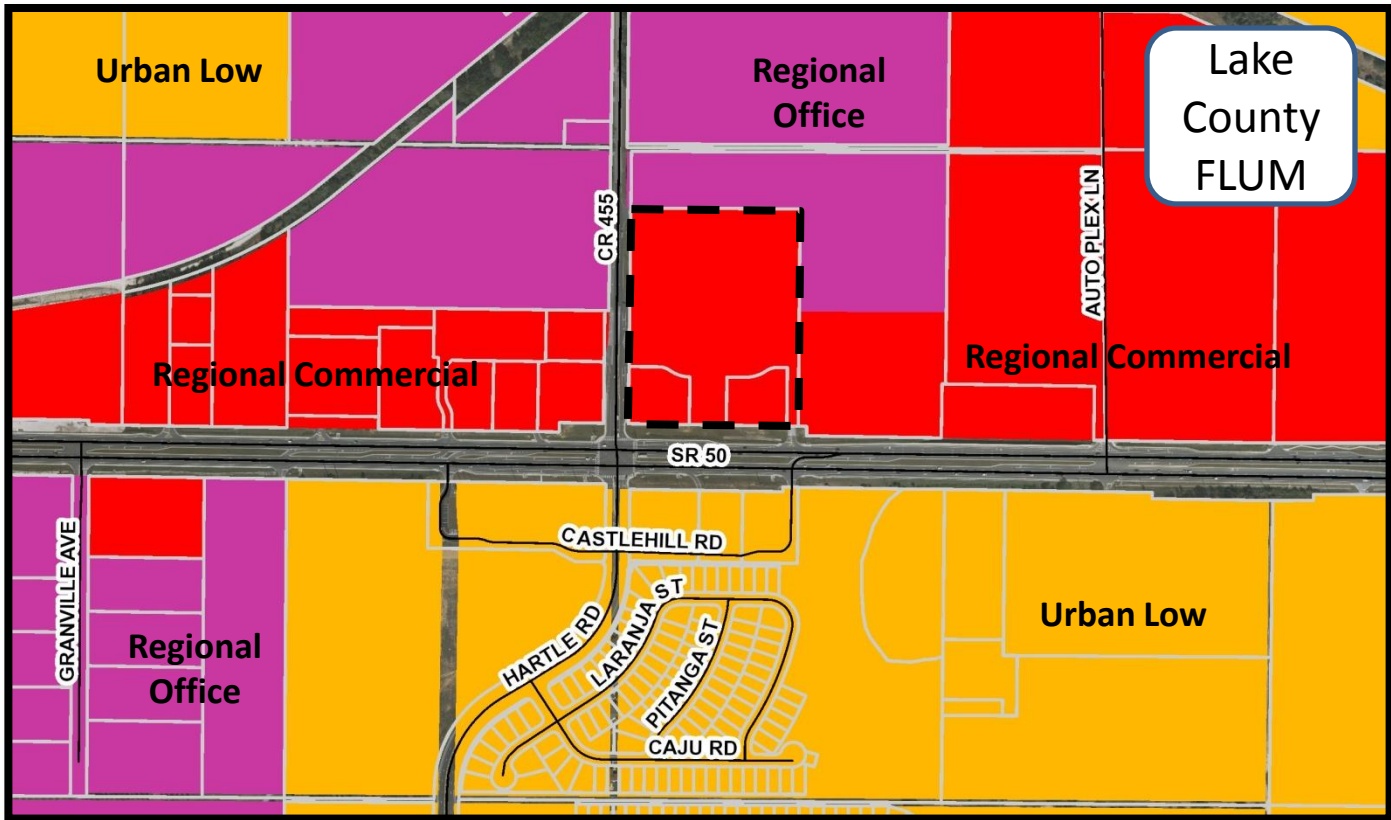
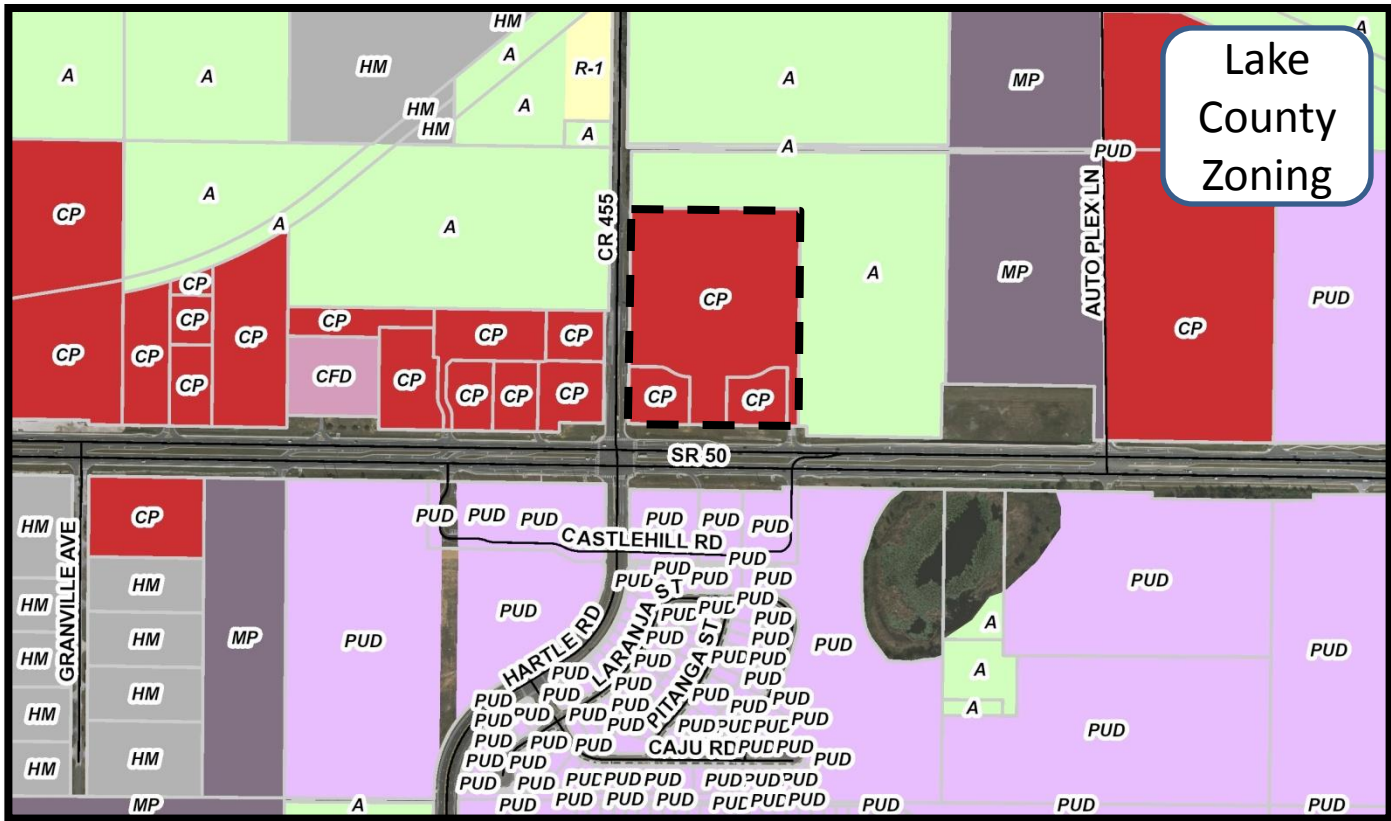


Exhibit – Zoning East Towne Center



Rick Scott
GOVERNOR



Jesse Panuccio
EXECUTIVE DIRECTOR

May 22, 2015

The Honorable Gail L. Ash
Mayor, City of Clermont
City Hall, 685 West Montrose Street
Clermont, Florida 34711

Dear Mayor Ash:

The Department of Economic Opportunity has completed its review of the proposed comprehensive plan amendments for the City of Clermont (Amendment Nos. 15-3ESR and 15-4ESR), which were received on April 22, 2015. Ordinance Nos. 2015-21 and 2015-39 are associated with these amendments. We have reviewed the proposed amendments pursuant to Sections 163.3184(2) and (3), Florida Statutes (F.S.), and identified no comment related to important state resources and facilities within the Department of Economic Opportunity's authorized scope of review that will be adversely impacted by the amendments if adopted.

The City is reminded that pursuant to Section 163.3184(3)(b), F.S., other reviewing agencies have the authority to provide comments directly to the City. If other reviewing agencies provide comments, we recommend the City consider appropriate changes to the amendments based on those comments. If unresolved, such comments could form the basis for a challenge to the amendments after adoption.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendments. Also, please note that Section 163.3184(3)(c)1, F.S., provides that if the second public hearing is not held within 180 days of your receipt of agency comments, the amendments shall be deemed withdrawn unless extended by agreement with notice to the Department of Economic Opportunity and any affected party that provided comment on the amendments. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendments.

If you have any questions concerning this review, please contact Bill Pable, AICP, at (850) 717-8534, or by email at bill.pable@deo.myflorida.com.

Sincerely,

Ana Richmond, Chief
Bureau of Community Planning

AR/bp

Enclosure(s): Procedures for Adoption

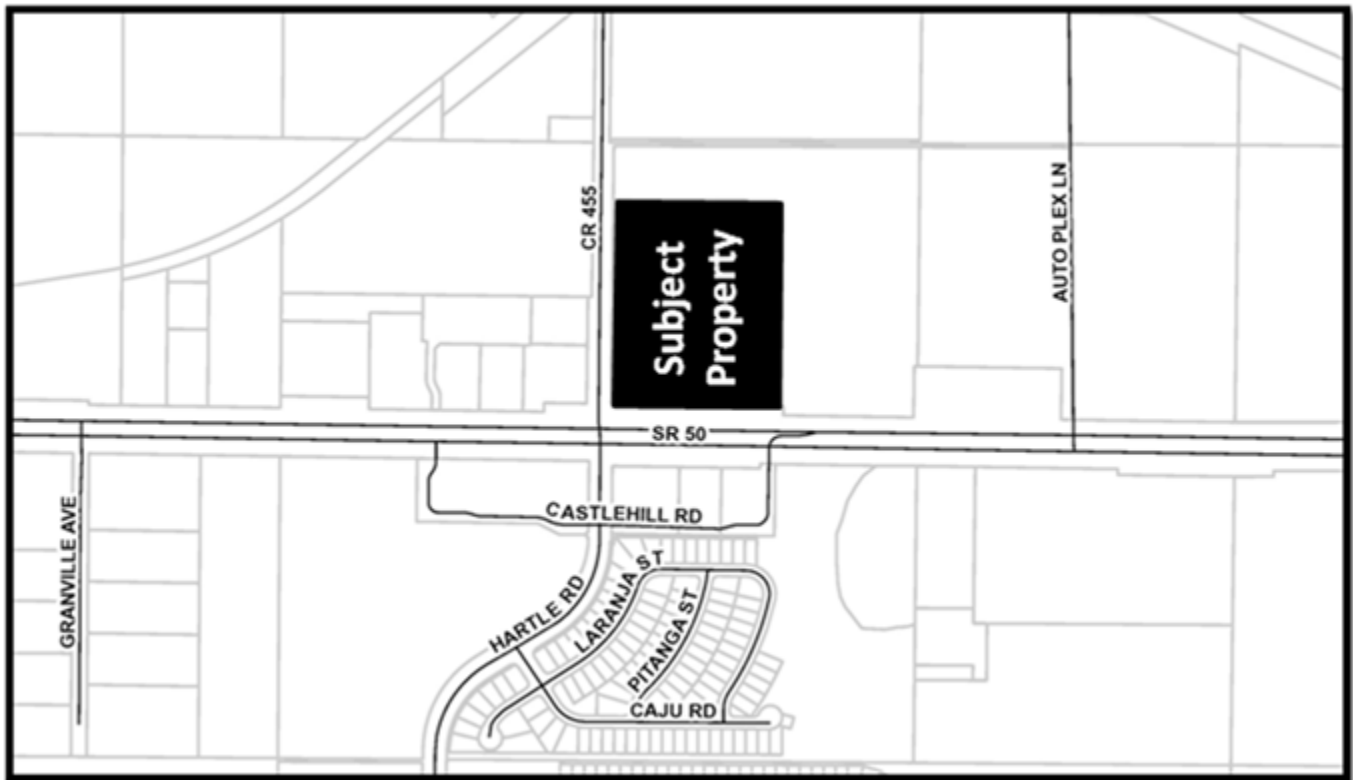
cc: Ms. Barbara Hollerand, Planning & Zoning Director, City of Clermont
Mr. Hugh Harling, P.E., Executive Director, East Central Florida Regional Planning Council

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, June 23, 2015		
Agenda Item Name		
Hancock Park Grant Request		
Requested Action		
Discussion regarding the grant request from the Lake County Tourist Development Council and the Board of County Commissioners		
Staff Report		
This discussion is in regard to the City's application for funding the reconstruction of a portion of the Hancock Recreation Area to accommodate six (6) new softball fields. This would create a 10 Field Softball Complex. The funding request is from the Lake County Tourist Development Tax for Capital Projects for \$1.2 million. The Tourist Development Council met on June 2 to discuss this application and recommended denial. The Board of County Commissioners can still consider this request provided a commissioner request it to be heard. PFX Athletics is proposed to partner with the City to expand the travel ball tournaments bringing a larger economic impact to the City.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Location Map & Proposed layout HRA 10-field complex.pdf		

HANCOCK RECREATION AREA

Location Map:

Legends Way

S.R. 50

Hancock Road

Sunburst Lane

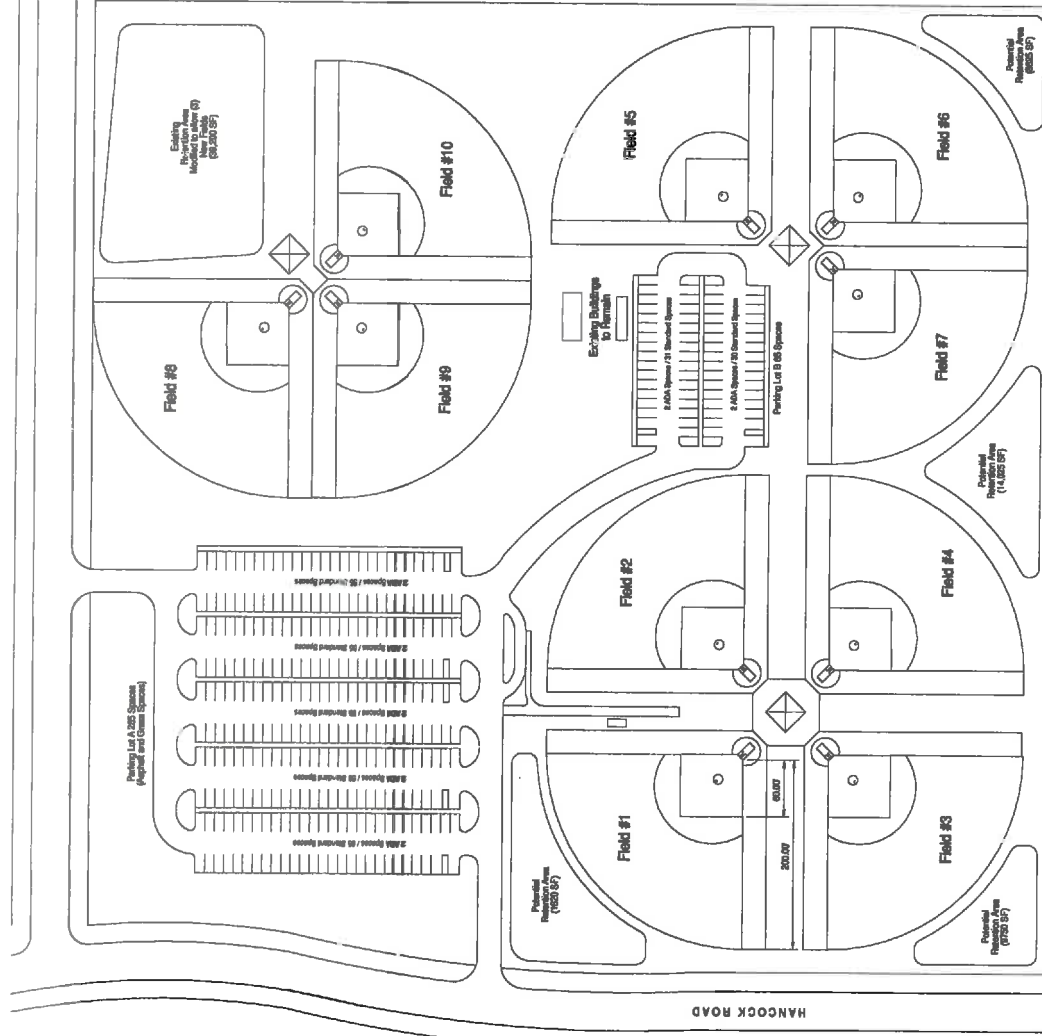
Existing configuration



Hancock Recreation Area ~ 10 FIELD SOFTBALL COMPLEX



© 2014 Google



Note: Drawing is to scale; softball fields, parking and potential retention areas are true to size.



Scale: 1" = 50.00'

Proposed Site Plan Hancock Park
City of Clermont, Florida