



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, September 8, 2015**

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

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PROCLAMATION

Constitution Week

PRESENTATIONS

Clermont Performing Arts/Jeanie Linders

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

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

Item No. 1 - Meeting Minutes

Consider request to approve minutes of the June 9, 2015 and June 23, 2015 Regular Council meeting.

Item No. 2 - Bid Award

Consider approval of Request for Proposals award to B.E.S.H, Inc.; Florida Municipal Services, Inc.; GFA International, Inc.; PDCS, LLC.; and Universal Engineering Sciences, Inc. for commercial and residential building inspection & plans review services in the amount of \$20,000 from the Building Services Fund.

Item No. 3 - Bid Award

Consider approval of bid award to Allstate Paving, Inc. to provide street resurfacing services in the amount of \$269,426 from the Infrastructure Sales Tax Fund.

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| Item No. 4 - Bid Award | Consider approval of bid award to Tanko Enterprises, LLC. d/b/a Kona Ice South Lake County to provide food concession services at Waterfront park with an estimated annual revenue of \$2,520. |
| Item No. 5 - Bid Award | Consider approval of bid award to Ryman Mechanical, Inc. to replace the existing HVAC system at the Arts and Recreation Center in the amount of \$548,396 from the Infrastructure Sales Tax Fund. |
| Item No. 6 - Co-op Bid Award | Consider approval of cooperative bid award to Estep Construction, Inc. to provide water main & force main improvements to Fire Station No. 4 in the amount of \$79,000 from the Water Impact Fee Fund. |
| Item No. 7 - Contract Amendment | Consider request for third contract amendment between the City of Clermont and Ajax Building Corporation to provide construction management services for the new Police Department with an increase in fees in the amount of \$84,070 from the Infrastructure Sales Tax Fund. |
| Item No. 8 - Resolution No. 2015-29 | Consider purchase approval of 1.4 +/- acres of certain real property from Marvin Sutton for use in Downtown Clermont Master Plan in the amount of \$50,000 from the Stormwater Fund. |
| Item No. 9 - Facility Use Agreement | Consider request for approval of Facility Use Agreement with Pat Burke Hoops for Life. Seven scholarships to Clermont residents will be provided to cover \$8,295.00 of the facility rental fee. The balance will be paid by Hoops for Life. |

NEW BUSINESS

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| Item No. 10 - Variance Request | Consider variance request to allow for a rear yard setback of 9.7 feet rather than 15 feet, located in Heritage Hills Lot 23. |
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**CITY OF CLERMONT
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Item No. 11 - Ordinance No. 2015-75, *Introduction*

Table to October 13, 2015.

Item No. 12 - Winter Park Consulting Group, LLC

Downtown Economic Update

ADJOURN

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

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

City of Clermont

Proclamation

Whereas, the Constitution of the United States established a foundation for the success of our nation through core beliefs such as popular sovereignty and limited government; and

Whereas, September 17, 2015 marks the two hundred twenty-eighth anniversary of the framing of the Constitution of the United States of America by the constitutional convention; and

Whereas, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

Whereas, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through September 23 as Constitution Week;

Now, Therefore, I, Gail L. Ash, Mayor of the City of Clermont in the State of Florida, do hereby proclaim September 17 through September 23, 2015 as

Constitution Week

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Clermont to be affixed this 8th day of September in the year two thousand fifteen.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 9, 2015

The Clermont City Council met in a regular meeting on Tuesday, June 9, 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 Brian Broadway; Living Message Church, gave the invocation followed by the Pledge of Allegiance.

PRESENTATIONS

Central Florida Expressway Authority

Nathan Silva presented the Central Florida Expressway master plan and visioning process. The plan contained three major changes: expanding the Board of Directors to nine seats, creating a four-county jurisdiction, and providing for multimodal opportunities. The plan will set the stage for future projects and is comprised of four major elements to include existing system improvements, revenue and tolling options, potential expansion projects, and a multimodal transportation role.

Quarterly Budget Update

Finance Director Van Zile presented the Quarterly Budget and Performance Report update for the period of January 1, 2015 to March 31, 2015. He reviewed the top ten revenues, major fund revenues, major fund expenditures, and departmental expenditures.

Grant-Funded Planning Study

Development Services Director Hollerand introduced Hector Guerrero; Planning Intern.

Mr. Guerrero presented the findings of a study on infill development. The purpose was to identify and target any underutilized vacant property within the city limits of Clermont. The City applied for a technical assistance grant in 2014 and was awarded the grant by the Department of Economic Opportunity. Eighty underutilized parcels were identified. The barriers to developing the parcels included extreme topography, zoning, setbacks, visibility, accessibility, and costs related to developing a parcel. The report recommended utilizing mixed-use developments, implementing a green community design in the transportation corridor, and creating a trail corridor.

City Manager Gray thanked Mr. Guerrero for the presentation. The study findings will be helpful in evaluating the City's strategies in the future.

PUBLIC COMMENTS

Charlene Forth stated she had filed complaints with Code Enforcement on various code violations on properties and the complaints had not been addressed. The complaints involved violations of City Code at the New Beginnings Women's Shelter, Magic Moments Daycare, Veterans of Foreign Wars, First Baptist Church of Clermont, and the Clermont Garden Club. Ms. Forth provided copies of the complaints and requested a response by the end of the week.

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Wayne Weatherbee distributed documents in reference to an ongoing lawsuit.

Mary Hummel commented the Seniors Club is in need of an assigned leader. The Director of Community Services at the City of Minneola has volunteered to lead the group at no cost, if provided free space. Also, Ms. Hummel requested the City have a program for neutering male cats.

Jim Purvis recognized Code Enforcement Officer Wallace for her level of professionalism and input regarding a situation. Mr. Purvis inquired the status of upgrading the Council Chamber sound system.

City Manager Gray stated the Information Technology Department has included upgrades to the sound system in the upcoming budget.

Council Member Goodgame requested staff move forward with the upgrades.

REPORTS

City Manager Gray – No report.

City Attorney Mantzaris reported on the litigation Mr. Weatherbee referenced and the documents which were provided. Council will receive a summary once all of the documents have been filed through the court system.

Council Member Bates commented Lake County Legislation days will take place November 17 and 18, 2015 instead of February 2016. He announced his appointment to the Growth Management and Economic Development Committee.

Council Member Goodgame reported the South Lake Historic Village repairs would begin soon. The Townsend House has roof leaks and the porch needs repairs. The South Lake Historic Village will work with Public Works for some of the repairs. The Metropolitan Planning Organization has proposed delaying the 4-laning of U.S. Highway 27 along Lake Louisa Road in order to include a pedestrian crossway.

Council Member Mullins stated the Lake County Tourist Development Council received a grant application from Clermont to expand the fields at Hancock Park. The Tourist Development Council did not recommend funding the project to the Lake County Board of County Commissioners.

Council Member Goodgame commented PDX Athletics is attempting to bring softball tournaments to Clermont and the City should stress the importance of expanding the fields to the Lake County Board of County Commissioners.

Council Member Mullins stated the Tourist Development Council Board members who opposed the request were not in favor of the location.

Council Member Bates commented the request has generated a lot of misinformation.

City Manager Gray stated the funding application could be discussed at the June 23rd Council meeting. The Tourist Development Council expressed concerns on the location and displacing a local softball group. Meetings have been scheduled with the softball group, South Lake Hospital, and Lake Sumter College to discuss alternative locations and address the misinformation.

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Council Member Travis reported the Sports and Tourism Committee will meet at the National Training Center on June 10 at 8am. A Patriot's Day event will be held at Wooten Park in Tavares at 8am on June 14.

City Manager Gray announced Council Member Travis won a gold medal at a duathlon competition.

Mayor Ash announced Culvers will have a ribbon cutting ceremony on June 10 at 9am. The Caribbean Festival will take place at 11am on June 13 at Waterfront Park. Olympic Day at the National Training Center will take place on June 20 at 10am. Vineyards of the World will host Coffee with the Mayor at 10am on June 20.

City Clerk Ackroyd reported on the election qualifying dates.

City Manager Gray announced City Clerk Ackroyd will be sworn in as President of the Florida Association of City Clerks on June 22.

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 – Meeting Minutes

Consider request to approve minutes of the December 9, 2014 and January 13, 2015 Regular Council meeting.

Item No. 2 – Plat Approval

Consider approval of the Canyons Phase 2 plat located in the Highland Ranch subdivision.

Item No. 3 – Event Request

Consider request to allow alcohol consumption during the Greater Clermont Cancer Foundation "Music Festival" at Waterfront Park.

Item No. 4 – Event and Road Closure Request

Consider request to allow additional road closures and alcohol consumption for a car show for the First Friday Food Truck event on July 3, 2015.

Item No. 5 – Event Request, Contract and Budget Amendment

Consider approval of event request to allow alcohol consumption, the contract for 4th of July fireworks, and a budget amendment in the amount of \$12,000.

Item No. 6 – Contract Amendment

Consider request of contract amendment to incorporate recently updated language regarding access to records and retention of records.

Item No. 7 – Bid Award

Consider approval of bid award to CPH, Inc., GatorSketch Corporation, and Powell Studio Architecture, LLC. to provide on-call professional architectural services.

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Jim Purvis pulled Items 3 and 6.

Council Member Goodgame moved to approve Items 1, 2, 4, 5, and 7; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Jim Purvis expressed concern with the length of time allowed for alcoholic beverage consumption for the upcoming Music Festival. The open container area is a large area, crosses onto the trail, and is close to Champions Splash Park.

Events Manager Dudeck stated the consumption time will be from 12 noon until 10pm, the contained area will have temporary fencing, and the trail will remain open to the public.

City Manager Gray commented staff will work with the Greater Clermont Cancer Foundation and alcohol will not be allowed to cross over the trail.

Council Member Goodgame would like alcohol sales to end one hour prior to the event closing.

Council Member Mullins commented excessive consumption has not been an issue at any of the events held Downtown or at Waterfront Park. Police Chief Broadway confirmed there have not been issues with excessive consumption.

Mayor Ash requested the fence for the alcohol area be moved further away from the splash park.

Marie Howd; Greater Clermont Cancer Foundation Events Coordinator, stated the event will be held on October 17 from 8am until 10pm. The open container area will be in the center of the event, with alcohol sales beginning at 12 noon and ending at 9pm.

Council Member Goodgame requested City Manager Gray hold a workshop to review the alcohol policy.

Council Member Bates moved to approve Item 3 as amended to include alcohol sales from noon to 9pm; seconded by Council Member Travis. The motion passed 4 to 1 with Council Member Goodgame opposing.

Council Member Goodgame moved for Item 3 to not allow alcohol consumption between the trail and the waterfront within the boundary of the event. Council Member Travis seconded the motion. The motion passed 3 to 2 with Mayor Ash and Council Member Mullins opposing.

Jim Purvis addressed Item 6 and urged Council to retain audio recordings of meetings for seven years and consider video recording the meetings.

City Attorney Mantzaris stated Item 6 was in reference to the Community Development Block Grant program the City participates in and the consultant utilized to administer the grants. The language is required by statute in regard to the consultant dealing with public records and public records requirements. The amendment obligates the consultant to disclose certain records to the State, Florida Department of Economic Opportunity, Auditor General, State of Florida Office of Program Analysis and Government Accountability, and the U. S. Department of Housing and Urban Development. Item 6 does not involve retention of meeting audio recordings.

Charlene Forth spoke in agreement with Mr. Purvis.

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Council Member Goodgame moved to approve Item 6 as submitted; seconded by Council Member Mullins. The motion passed with all members present voting aye.

UNFINISHED BUSINESS

Item No. 8 – On-Street Parking

Economic Development Director Hitt stated Council directed staff to explore one-way streets and offer alternatives for on-street parking on Desoto Street, Montrose Street, and 5th Street handicapped parking. The on-street angle parking does not meet the current City parking regulations and needs to be changed to parallel parking spaces. Handicapped parking on Montrose Street and the east side of 5th Street was reviewed and neither location meets the Federal or State Americans with Disabilities Act parking regulations. Staff does agree with the GAI Consultants' review and summary regarding one-way versus two-way streets. Both locations have angle parking that does not meet the Land Development Code regulations. Proposed changes included re-striping the angle parking to parallel parking spaces and re-striping the handicapped spaces on 5th Street and Montrose Street as standard parking spaces. The changes would decrease the parking on Desoto Street from 21 spaces to 15 spaces, and Montrose Street from 20 spaces to 9 spaces.

Mayor Ash opened the public hearing.

Nancy Allison, Jeff Powell, Shannon Shaffer, spoke in opposition of parallel parking.

Linda Charlton inquired when the parking changes would take place and suggested a free trolley throughout downtown.

Franklin Chase Forth spoke in opposition of one-way streets and commented a downtown parking garage should be considered.

Charlene Forth commented the angle parking spaces were a violation of the Uniform Traffic Code. Businesses have not followed their Conditional Use Permits regarding parking, which affects the residents. Ms. Forth spoke in opposition of one-way streets.

Wayne Weatherbee spoke in opposition of one-way streets.

Bill Eyerly; Masonic Lodge Member, spoke in opposition of parallel parking and suggested moving the center line and retaining the angled parking.

Jim Purvis suggested building a parking garage.

Charlene Forth asked City Attorney Mantzaris if a Conditional Use Permit would be required to rent out her house as a Bed and Breakfast. City Attorney Mantzaris stated any existing use that would change to a different type of use would require a review by the City.

Mayor Ash closed the public hearing.

Council Member Mullins inquired if it were feasible; as a short term solution, to change the north side of Desoto Street to diagonal parking, push the sidewalk toward the Police Station, and add parallel parking on the south side of Desoto Street.

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Public Works Director Brunson stated the issue on the north side of Desoto Street is stormwater. The traffic lane would require a shift to the north, creating additional problems.

Council Member Travis suggested the City purchase Loretta Lacek's property on Desoto Street for parking.

Council Member Goodgame suggested demolishing the fire station on Desoto Street for parking. The Police Department will be relocating and the current police station could be demolished for a parking garage.

Mayor Ash agreed the fire station should be demolished and used for parking. The Desoto Street, Montrose Street and 5th Street parking should be tabled and staff return to Council with a parking lot plan.

City Manager Gray commented staff could move forward with the bid process to demolish the fire station.

Council Member Bates expressed concern regarding liability should an incident occur prior to addressing the current parking.

City Attorney Mantzaris commented Council was working on a solution and taking reasonable steps to remedy the situation. The parking situation existed for decades and Council is moving forward to address the parking situation.

City Manager Gray stated the Montrose Street parking at the Baptist Church should be addressed and brought into compliance.

Council Member Mullins moved to table and the City Manager move forward with the demolition of the old Fire Station and return with a parking lot plan for the Desoto Street and West Avenue corner by a July meeting; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

Council Member Travis moved for staff to bring parking into compliance on Montrose Street and 5th Street; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Item No. 9 – Ordinance No. 2015-65; *Final, Piora*

City Clerk Ackroyd read Ordinance 2015-65 aloud by title only.

An Ordinance under the Code of Ordinances of the City of Clermont, Lake County, Florida amending the Official Zoning Map of the City of Clermont referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances; rezoning the real properties described herein as shown below; providing for severability, effective date, and publication.

Senior Planner Kruse presented the request to rezone the property at the corner of Chestnut Street and West Avenue from R-1 Single Family Medium Density Residential District to R-2 Medium Density Residential District to allow construction of a duplex. The request was originally heard at the May 26, 2015 Council meeting and was tabled at the applicant's request to allow consideration by the full Council. Staff recommended approval.

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Daryl Piora; Applicant, was present and requested approval.

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

Council Member Goodgame supported the request.

Council Member Mullins supported the request.

Council Member Travis asked if the entire block could be rezoned to R-2, as opposed to the block containing various zoning districts. City Attorney Mantzaris commented areas become transitional over periods of time due to intense uses and it was not unusual to see this pattern when an area is in transition. The rezoning of a block can be staff initiated.

Council Member Goodgame moved to approve Ordinance 2015-65; seconded by Council Member Mullins. The motion passed 3 to 2 with Council Members Bates and Travis opposing.

Item No. 10 – Variance Request, Marks

Senior Planner Kruse presented the request to allow a driveway access width greater than 20 feet at 4204 Foxhound Drive. The request was originally heard at the May 26, 2015 Council meeting and was tabled at the applicant's request to allow consideration by the full Council. Staff recommended denial.

Wyatt Marks; Applicant, was present and requested approval.

Mayor Ash opened the public hearing.

Jim Purvis noted the county does allow a 30-foot wide driveway apron and suggested staff review the City's ordinance.

Mayor Ash closed the public hearing.

Council Member Mullins asked when the home was purchased. Mr. Marks responded June 2014.

Council Member Mullins noted there were a lot of three car garages in the subdivision with the same type of driveway. Approving the request would have a domino effect.

Council Member Goodgame supported the request.

Council Member Bates expressed concern of setting a precedence.

Council Member Goodgame moved to approve the variance request.

The motion died for lack of a second.

Council Member Mullins moved to deny the variance; seconded by Council Member Travis. The motion passed 4 to 1 with Council Member Goodgame opposing.

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NEW BUSINESS

Item No. 11 – Lien Release, *Montgomery*

Development Services Director Hollerand presented the request to reduce the fine and release the lien on a vacant lot located between Bloxam Avenue and Scott Street. The fine and lien were placed on the property by the Code Enforcement Board in 2009 for excessive overgrowth of grass and weeds. The Respondent; James Montgomery, has complied. Staff recommended a fine reduction to \$350 to cover administrative costs.

James Montgomery; Applicant, 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 the length of time the property had been in compliance. Development Services Director Hollerand stated the property had been in compliance for five years and has remained in compliance.

Council Member Mullins recommended waiving the entire lien due to the length of time the property was in compliance.

Council Member Travis inquired why the applicant took a year to comply. Mr. Montgomery stated there had been a misunderstanding between himself and the Code Enforcement Officer.

Council Member Bates asked why the lien release took so long. City Attorney Mantzaris stated the Code Enforcement Board does not generate a lot of liens. The Code Enforcement Board becomes involved when violations are not in compliance. Code Enforcement Officer Wallace found this case with an existing lien and reached out to the respondent.

Jim Purvis supported waiving the entire lien.

Council Member Mullins moved to forgive the entire lien; seconded by Council Member Bates. The motion passed with all members present voting aye.

Item No. 12 – Variance Request, *State Farm*

Planning Manager Henschel presented the variance request to allow a retaining wall landscape buffer of one foot rather than the required five foot landscape buffer at 525 West Highway 50. The applicant obtained final site plan approval to construct a new office building. The development was granted a setback variance along Highway 50 and a variance allowing a right-of-way landscape buffer less than 20 feet. During construction it was noted the retaining wall was closer to the right-of-way line than the plans allowed. The five-foot setback required was designed to allow room for landscaping to be placed between the wall and the property line. Staff recommended denial of the request.

Maurice St. Cyre; Project Contractor, was present on behalf of the applicant and requested approval. Mr. St. Cyre provided photographs of dying landscape plantings along sidewalks and retaining walls of other properties.

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Mayor Ash opened the public hearing.

Jim Purvis spoke in opposition of the request citing the applicant should abide by the approved plans.

Mayor Ash closed the public hearing.

Council Member Goodgame inquired what the staff approved plans showed as the setback for the retaining wall. Mr. St. Cyre commented the plans submitted to the Building Department for a permit showed the retaining wall one foot off the property line.

Council Member Goodgame opposed the request.

Council Member Mullins opposed the request.

Mayor Ash expressed concern for pedestrians walking on the sidewalk.

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

ADJOURN: With no further comments, this meeting was adjourned at 9:28pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

City of Clermont
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REGULAR COUNCIL MEETING
June 23, 2015

The Clermont City Council met in a regular meeting on Tuesday, June 23, 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 Oyewale, and Deputy City Clerk Noak.

INVOCATION

Pastor Will Perez gave the invocation followed by the Pledge of Allegiance.

PUBLIC COMMENTS

Bob Peraza expressed safety concerns with the traffic flow onto U.S. Highway 27. Traffic leaving Kings Ridge turns right onto U.S. Highway 27, and traffic leaving the Clermont Community Center must exit right and turn around near the Kings Ridge entrance to head north on U.S. Highway 27. The situation is hazardous, especially after large events at the Clermont Community Center.

Council Member Goodgame commented the Arts and Recreation Center has a rear entrance onto Hammock Ridge Road and requested staff review having a one-way entrance and exit to the facility. City Manager Gray stated the option would be reviewed.

Helmut Michelson stated he enjoyed the Coffee with the Mayor gathering.

A representative from the Caribbean Festival thanked Council for allowing the use of Waterfront Park for their event.

Harry Mason commented on running an orderly and professional meeting.

REPORTS

City Manager Gray reported he was working with Ms. Forth regarding Code violation issues. He thanked Council and staff for attending the swearing in ceremony of City Clerk Ackroyd as the Florida Association of City Clerks President.

City Attorney Oyewale – No report.

Council Member Bates commented he attended the Flag Day event in Tavares, welcomed residents to Olympic Day, and will be attending the Florida League of Cities meeting on June 26th.

Council Member Goodgame reported the Historic Village will be open on July 4th and will serve hotdogs and hamburgers. He encouraged the public to attend the 4th of July celebration at Waterfront Park. He commented on reflective strips on stop sign posts.

Council Member Mullins commented First Friday with the food trucks and Music on Montrose will be held on July 3rd 5:30pm to 9:00pm.

Council Member Travis stated the State of Florida Public Policy and Economic Development committees tracked several budget items which impact south Lake County. Governor Scott vetoed more than \$460 million for local projects. The South Lake Water Initiative project is in the lead.

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Mayor Ash reported she attended the Emancipation Day Celebration at the Arts and Recreation Center.
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.

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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. |

Council Member Goodgame pulled Consent Item No. 5.

Council Member Goodgame moved to approve Items 1 through 4 on the Consent Agenda as submitted; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Council Member Goodgame requested City Manager Gray provide details of the agreement with Winter Park Consulting Group, LLC.

City Manager Gray stated the Master Plan process will be implemented soon and there was a need for private investors to assist in the process. Robert Thompson; Winter Park Consulting Group, LLC, will put together informational packets and set up meetings with investors. The agreement is for a year with a 30-day out clause. Mr. Thompson will provide quarterly updates to the Council.

Council Member Goodgame stated he would like Mr. Thompson to be involved with the Sector Plan.

Council Member Goodgame moved to approve Consent Agenda Item 5; seconded by Council Member Mullins. The motion passed with all members present voting aye.

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UNFINISHED BUSINESS

Item No. 6 – Ordinance No. 2015-14; *Final*, Plaza Collina

Deputy City Clerk Noak read Ordinance 2015-14 aloud by title only.

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.

Development Services Director Hollerand presented the administrative request to adopt a Large Scale Comprehensive Plan Amendment to change the future land use from Lake County's Regional Commercial to the City's Master Planned Development designation for the Plaza Collina development. The City annexed the property and approved a Conditional Use Permit for a Planned Unit Development in April. The Large Scale Comprehensive Plan Amendment was transmitted to the Florida Department of Economic Opportunity and other reviewing agencies. The proposed amendment was reviewed by the agencies and no objections were raised. Staff recommended approval of Ordinance 2015-14.

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

Council Member Bates inquired when the Ordinance would go into effect. City Manager Gray stated the effective date would be the date approved by Council.

Council Member Goodgame inquired if Plaza Collina would enter into a pioneering agreement. City Manager Gray stated Plaza Collina has a Utility Service Agreement and will be installing the infrastructure.

Council Member Mullins moved to approve Ordinance 2015-14; seconded by Council Member Bates. The motion passed 5 to 0 on a roll call vote.

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

Deputy City Clerk Noak read Ordinance 2015-21 aloud by title only.

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.

Development Services Director Hollerand presented the administrative request for a Large Scale Comprehensive Plan Amendment to change the future land use from Lake County's Regional Commercial to the City's Commercial designation for Don Mealey Chevrolet. The City annexed the property and approved a rezoning to the City's C-2 General Commercial classification in April. The Large Scale Comprehensive Plan Amendment was transmitted to the Florida Department of Economic Opportunity and other reviewing agencies. The proposed amendment was reviewed by the agencies and no objections were raised. Staff recommended approval of Ordinance 2015-21.

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

Council Member Mullins moved to approve Ordinance 2015-21; seconded by Council Member Bates. The motion passed 5 to 0 on a roll call vote.

Item No. 8 – Ordinance No. 2015-39; *Final*, East Towne Center

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.

Development Services Director Hollerand presented the administrative request for a Large Scale Comprehensive Plan Amendment to change the future land use from Lake County's Regional Commercial to the City's Commercial designation for East Towne Center. The City annexed the property and approved a rezoning to the City's C-2 General Commercial classification in April. The Large Scale Comprehensive Plan Amendment was transmitted to the Florida Department of Economic Opportunity and other reviewing agencies. The proposed amendment was reviewed by the agencies and no objections were raised. Staff recommended approval of Ordinance 2015-39.

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

Council Member Mullins moved to approve Ordinance 2015-39; seconded by Council Member Bates. The motion passed 5 to 0 on a roll call vote.

Item No. 9 – Ordinance No. 2015-30; *Withdrawn*

Mayor Ash announced Ordinance 2015-30 was withdrawn by staff.

NEW BUSINESS

Item No. 10 – Hancock Park Grant Request

City Manager Gray stated the City applied for a grant through the Tourist Development Council. The Tourist Development Council application process became available and the South Lake Hospital and Lake-Sumter College were not prepared to submit an application. The City offered Hancock Park as a potential expansion project and the Tourist Development Council denied the application due to concerns regarding displacement of community groups. He stated a lot of misinformation has circulated regarding the potential expansion project. The City has no intention of displacing any community group, the City is not selling the property, and the City is not contracting with PFX Athletics to manage the property.

Economic Development Director Hitt presented a review of the Tourist Development Council application to reconstruct a portion of Hancock Park. The expansion of the softball field on the lower southeast corner, expansion of the soccer fields, and expansion of the parking area were part of the funding request. The Tourist Development Council recommended denial; however the Lake County Board of County Commissioners will make the final decision.

City Manager Gray stated Lake County Commissioner Parks was waiting for Council to determine if the current application should move forward to the Lake County Board of County Commissioners. The South Lake Hospital and Lake-Sumter College are willing to regroup and apply in the fall. The current application would then be withdrawn.

Council Member Mullins commented the Tourist Development Council expressed concern regarding the location, considered waiting for park development in the Sector Plan, and expressed concern on changing soccer fields into softball fields.

Council Member Mullins, Council Member Goodgame, and Mayor Ash were in favor of moving forward and partnering with the hospital and college.

Mayor Ash opened the public hearing.

Alison Strange, Will Braxton, Tom Swane, and Lisa Raybourn spoke in favor of expanding recreational fields.

Petitions in opposition to making changes to Hancock Park were presented to City Manager Gray.

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Peter D'Orazio, Scott Battaglia, Tim Bowman, Richard Harris, Angel Vega, Tasha Ralstin, Joe Vanizio, Adam Hendershot, Brenda Battaglia, Shannon Battaglia, and John Lucas expressed concerns about the expansion project at Hancock Park, displacement of players, and PFX Athletics.

Mayor Ash closed the public hearing.

Council Member Mullins commented the south Lake area was in need of more fields. Lake County, City of Clermont, South Lake Hospital, and Lake-Sumter College need to meet and evaluate how to move forward.

City Manager Gray stated the purpose of the discussion was to consider withdrawing the current application and work with Lake County, the south Lake County municipalities, South Lake Hospital, and Lake-Sumter College to discuss recreation fields in south Lake County.

Mayor Ash inquired what the National Training Center and South Lake Hospital would contribute. City Manager Gray stated they would provide field space. The majority of the sports tournaments would use the new fields.

Mayor Ash expressed concern on partnering with other entities if the entities would restrict the girls softball team from utilizing their fields.

Council Member Bates inquired if funds would be available to make improvements to the Hancock Park fields. City Manager Gray commented improvements for the fields at Hancock Park and in Minneola would be part of the discussions.

Attorney Oyewale suggested the agreement come back to Council prior to an application being submitted.

City Manager Gray stated Lake County Commissioner Parks will be organizing a group consisting of all the users, youth sports leagues, south Lake County municipalities and review how to fund local recreation needs.

Commissioner Parks commented a master planning process was underway to partner with Lake County, the south Lake County municipalities, and other entities for planning the use of the old sprayfield property located on Highway 50. The consultant should have a plan in place by the end of the year.

Council Member Bates asked to be part of the meeting.

Council Member Goodgame moved to table to July 14; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Mayor Ash recessed the meeting at 8:38pm. Mayor Ash reconvened the meeting at 8:58pm.

Item No. 11 – Fire Fee Study

Finance Director VanZile stated a fire assessment fee had been discussed at the end of the budget process last year. Council approved hiring consultant Tindale Oliver to develop an assessment study in January 2015. A Resolution was adopted in February 2015 to provide for collection of an assessment through the annual property taxes, should the City implement the fee. He introduced Nilgun Kamp and Steve Tindale

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REGULAR COUNCIL MEETING
June 23, 2015

with Tindale Oliver, who presented the draft Fire Assessment Study results.

Ms. Kamp discussed the process utilized to calculate the potential assessment rates. The portion of the budget which can be funded through a fire assessment can only include expenses related to Fire Rescue and Basic Life Support services. The proposed assessment for single family residential, duplex, and mobile homes was \$150.59 per dwelling unit. The proposed assessment for multi-family housing was \$73.55 per dwelling unit. Non-Residential commercial assessment rate was proposed at \$0.3149 per square foot, industrial/warehouse \$0.1110 per square foot, institutional \$0.3066 per square foot, vacant and agricultural land \$46.64 per parcel. Many jurisdictions exempt all government owned property, institutional property, and schools. The next steps were to gather input from the City Council, produce a final technical study report, and hold public hearings.

Council Member Goodgame asked how the City could persuade fixed income persons to pay for fire service they already receive.

Council Member Mullins commented decreasing the millage rate would help persons on fixed incomes.

Council Member Travis preferred maintaining the current millage rate.

Council Member Mullins inquired if churches were considered commercial. Ms. Kamp stated churches were institutional.

City Manager Gray stated Council could exempt institutional.

Council Member Mullins commented the City should use acreage and square footage to determine the rate.

Council Member Travis and Mayor Ash agreed with Council Member Mullins.

Mayor Ash asked what classification would villas that are attached as units fall under. Ms. Kamp stated the classification would fall under multi-family.

Council Member Mullins commented the City could provide a discount for commercial property with a fire sprinkler system.

Council Member Travis stated Lake County does not charge a fire assessment on vacant land.

City Manager Gray commented Lake County assesses churches at 25 percent of the fee and bases the rate on square footage.

Council Members Bates and Goodgame expressed concerns on assessing a fire service fee.

Council Member Mullins was in favor of the concept and stated imposing an assessment should be paired with a reduction in the ad valorem tax rate.

Mayor Ash inquired how much money would be generated if the millage rate was increased by 1 mil. Finance Director VanZile stated an increase of 1 mil would generate an additional \$1.9 million.

Mayor Ash commented the millage rate was increased a year ago and was opposed to increasing the rate.

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City Manager Gray commented government has limited revenue options and a fire assessment was an available option to balance the general fund. The study presented was preliminary and the policy decision will be for the Council to determine.

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

City Manager Gray stated the purpose was to provide Council with an overview prior to the budget workshop sessions.

Finance Director VanZile provided an overview of the projected General Fund revenues, expenditures, and reserves for fiscal year 2016. The projected deficit for the General Fund is \$2,868,787. Reserves at the end of the 2016 fiscal year are projected to be \$6,041,922. A fire assessment fee of \$75 would generate approximately \$2 million and a 1 mil increase would generate \$1.9 million.

A residence valued at \$200,000 with a \$50,000 homestead exemption would be assessed to pay a \$75 fire assessment fee, or pay an additional \$150 in ad valorem taxes based on a 1 mil increase.

Finance Director VanZile commented the concept of the fire fee was any expenditure funded by the fire fee would be removed from the general fund and placed into a separate fund.

Police and Fire expenditures are more than 50 percent of the general fund expenditures. Significant budgeted expenditures from the general fund included merit increases, new positions, Council Chamber audio/visual system, Fire Station and Public Works telephone systems, Fire Department defibrillators, Fire Department hazardous materials trailer, Public Works replacement vehicles, Desoto Street Fire Station demolition, and Arts and Recreation Center improvements.

Council Member Goodgame inquired if revenue from the Performing Arts Center was included. City Manager Gray stated the revenue projections for the Performing Arts Center were included.

Finance Director VanZile covered other significant expenditures from the general fund which included fiber network phase 4; new police vehicles; replacement police and fire vehicles; Police, Joint Fire Station, and Public Works construction; Fire Department traffic control devices; park entrance signs; Palatlahaka Park playground rebuild; splash pad pavilion; and Hancock Soccer Field lighting and fencing.

Council Member Goodgame asked how long the new fire station would remain a joint station. City Manager Gray anticipated the joint station will phase out in five years.

Finance Director VanZile reviewed the Water, Sewer, Stormwater, Sanitation, Building Services, and Community Redevelopment Agency significant expenditures.

Council Member Travis inquired what material would be used to rebuild the Palatlahaka Park playground. Public Works Director Brunson responded wood composite would be used.

Council Member Mullins inquired about the status of the information kiosks. Purchasing Director Suarez stated the project was currently out for bid.

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ADJOURN: With no further comments, this meeting was adjourned at 10:07pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, September 8, 2015	
Agenda Item Name	
Bid Award	
Requested Action	
Motion to approve contract between the City of Clermont and B.E.S.H, Inc.; Florida Municipal Services, Inc.; GFA International, Inc.; PDCS, LLC.; and Universal Engineering Sciences, Inc. for commercial and residential building inspection & plans review services.	
Staff Report	
The evaluation committee recommends approval of the above action. The Development Services Department contacted the Purchasing Department to determine the most cost effective manner to obtain services for building inspection and plans review services. The Purchasing Department issued a Request for Proposal number 15-039 on June 29, 2015 to obtain the services of qualified firms. The RFP was fully competed, advertised and complies with the City of Clermont Purchasing Policy. There were five (5) responses to the RFP. An evaluation committee composed of three City staff members (two voting members and one non-voting member) reviewed, scored and ranked the proposals. After reviewing each firms' qualifications it was decided that it would be in the best interest of the city to recommend award to all five respondents. The qualified firms being recommended for award include: Booth, Ern, Straughan, Hiott, Inc. Florida Municipal Services, Inc. GFA International, Inc. PDCS, LLC. Universal Engineering Sciences, Inc. It is in the city's best interest to award all five firms in order to keep up with demand and provide reliable services to the public due to an industry shortage of building and plans review inspectors, . The RFP included a standardized service hourly rate for which all respondents shall conform to, therefore there was no opportunity for price negotiation. The standardized service hourly rates consists of: Licensed Plans Examiner, Residential and/or Commercial\$80/hr. Inspection Services Residential and/or Commercial\$75/hr. Supplemental Inspection Services (at the request of the city)\$75/hr.	
Additional Analysis	

Fiscal Impact Summary		
The fiscal impact of \$20,000 is included in the proposed FY 2016 Building Services Fund budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFP 15-039 Response Tabulation	RFP 15-039 Response Tabulation.pdf	
2. RFP 15-039 Evaluation Summary	RFP 15-039 Evaluation Summary.pdf	
3. Ad	RFP 15-039 building inspection.doc	



RESPONSE TABULATION

RFP 15-039, COMMERCIAL AND RESIDENTIAL BUILDING INSPECTION & PLANS REVIEW SERVICES
DUE DATE/TIME: JULY 30, 2015 AT 2:00 P.M. (EST)

COMPANY NAME	ADDENDA 1	1-ORIGINAL, 2-COPIES
Booth, Ern, Straughan, Hiott, Inc. – Tavares, FL	Y	Y
Florida Municipal Services, Inc. – Homosassa, FL	Y	Y
GFA International, Inc. – Delray Beach, FL	Y	Y
PDCS, LLC. – Orlando, FL	Y	Y
Universal Engineering Sciences, Inc. – Tampa, FL	Y	Y



City of Clermont Shortlist Summary

RFP No. 15-039 PROJECT TITLE: Commercial and Residential Building Inspection & Plans Review

Meeting Location and Time:

August 3, 2015 at 10:00a.m. 2nd Floor Conference Room 232

Evaluation Committee Members:

Barbara Hollerand

Development Services Department

Mark Grenier

Building Official

Freddy Suarez

Purchasing Director

(non voting member)

Shortlisted Firms:

All firms are being recommended for award.

	Points Received	Points Received	Total Points	Ranking
B.E.S.H., Inc.	85	80	165	4
Florida Municipal Svcs.	95	85	180	1
GFA International	75	95	170	3
PDCS	80	85	165	4
Universal Engineering	90	85	175	2

REQUEST FOR PROPOSAL

The City of Clermont is requesting proposals from qualified respondents to provide commercial and residential building inspection and plans review services for the Development Services Department (RFP 15-039). All responses must be received prior to **2:00 P.M. on Thursday, July 30, 2015**. Information may be obtained from the City's website at www.cityofclermontfl.com

Publication Date: Newspaper
July 6, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, September 8, 2015		
Agenda Item Name		
Bid Award		
Requested Action		
Motion to approve contract between the City of Clermont and Allstate Paving, Inc. to provide all labor, material and equipment necessary to perform street resurfacing services.		
Staff Report		
The Purchasing Department and the Public Works Department recommend approval of the above action. The Public Works Department contacted the Purchasing Department to determine the most effective manner to contract a company to provide street resurfacing services. The Purchasing Department issued a Request for Bid (RFB) number 15-035 to acquire these services. The RFB was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There were five (5) responses to the RFB. Award is being recommended to low responsive and responsible bidder Allstate Paving, Inc. at the total amount of \$269,426 who complied with all terms, conditions, and specifications stated in the RFB. Additive alternate 1, which included bike trail striping, will not be awarded as part of the bid. The striping of the bike trail will be performed by a company under contract specifically for striping.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$269,426 is included in the current fiscal year Infrastructure Sales Tax Fund budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFB 15-035 Response Tabulation	RFB 15-035 Response Tabulation.pdf	
2. Price Schedule	Price Schedule.pdf	
3. Ad	RFB 15-035 RESURFACING.docx	



RESPONSE TABULATION

RFB 15-035, 2015 STREET RESURFACING SERVICES

DUE DATE/TIME: JULY 30, 2015 AT 2:00 P.M. (EST)

COMPANY NAME	BID BOND	ADDENDA 1	ADDENDA 2	ADDENDA 3	BASE BID	ADD ALT. 1	TOTAL PRICE
All State Paving, Inc. – Orlando, FL	Y	Y	Y	Y	\$269,426	\$25,000	\$294,426
Ranger Construction Industries, Inc. – Winter Garden, FL	Y	Y	Y	Y	\$293,932	\$5,620	\$299,552
Traverse Group, Inc. – Clermont, FL	Y	Y	Y	Y	\$297,406.12	\$3,800	\$301,206.12
The Middlesex Corporation – Littleton, MA	Y	Y	Y	Y	\$408,500	\$6,500	\$415,000
Hubbard Construction Company – Winter Park, FL	Y	Y	Y	Y	\$425,954	\$6,634	\$432,588

Add Alternate No. 1 = Bike Trail Stripping

SECTION - C
REVISED PRICE SCHEDULE

The listed streets below are in priority of resurfacing. The City of Clermont reserves the right to select streets to be resurfaced from the bid to meet budget funding.

Respondent shall include costs for mobilization, traffic control, milling existing asphalt (1 inch if called for), asphalt crack filling and sealing, street sweep, overlay with 1-inch of Type S3 recycled asphalt and temporary and thermo-plastic pavement markings.

L.N.	Street Name	Description	Price Per Street
1	Sunset Lane	From Hooks Street To The Crescent - Priority 1 Mill 1-inch and add 1-inch of asphalt	12,165
2	West Minneola Ave.	From Fifth Street To Fourth Street - Priority 1 Mill 1-inch and add 1-inch of asphalt	19,831
3	Bike Trail	From West Beach To Division Street - Priority 1 Mill only at transition areas and add 1-inch asphalt	112,800
4	Bowman Street	From Hwy. 50 To Almond Street. - Priority 1 Mill 1-inch and add 1-inch of asphalt	10,160
5	Orange Avenue	From 3rd Street To East Avenue - Priority 1 Mill 1-inch and add 1-inch of asphalt	26,530
6	Scott Street	From East Juniata To East Desoto Avenue - Priority 1 Mill 1-inch and add 1-inch asphalt	11,142
7	Settle Street	From Lakeshore Drive to Cul-de-sac Priority 1 Mill 1-inch and add 1-inch of asphalt	17,108
8	3rd Street	From West Magnolia To West Minnehaha Avenue - Priority 1 Mill 1-inch and add 1-inch of asphalt	5,669
9	11th Street	From West Montrose Street To West Minneola Avenue - Priority 1 Mill 1-inch and add 1-inch of asphalt	8,448
10	Brogden Street	From Lakeshore Drive To 100 feet west of Cluster Oaks Drive - Priority 1 Mill 1-inch and add 1-inch of asphalt	28,700
11	East Minneola Street	From Shady Nook Street To Disston Avenue - Priority 2 Mill 1-inch and add 1-inch of asphalt	9,069
12	Sheldon Place	From Anderson Street To Cul-de-sac - Priority 2 Mill 1-inch and add 1-inch of asphalt	7,803
Base Bid			269,426

REQUEST FOR BID

The City of Clermont is requesting bids from qualified respondents to provide street resurfacing services (RFB 15-035). All responses must be received prior to **2:00 P.M. on Thursday, July 23, 2015**. Information may be obtained from the City's website at www.clermontfl.gov

Publication Date: Newspaper
June 25, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, September 8, 2015			
Agenda Item Name			
Bid Award			
Requested Action			
Motion to approve contract between the City of Clermont and Tanko Enterprises, LLC. d/b/a Kona Ice South Lake County to provide food concession services at Waterfront park with an estimated annual revenue of \$2,520.			
Staff Report			
The evaluation committee recommends approval of the above action. The Purchasing Department issued a Request for Proposal (RFP) number 15-031 on May 27, 2015 to obtain the services of a qualified firm to provide food concession services at Waterfront Park. The RFP was fully competed, advertised and complies with the City of Clermont Purchasing Policy. There was a single response to the RFP. The single respondent, Tanko Enterprises, LLC. d/b/a Kona Ice South Lake County (Kona Ice), proposed to operate a self-contained vehicle and serve shaved ice and bottled water during summer and hot chocolate and coffee during winter. Packaged foods and snacks may also be sold at the location. Detailed information about the proposal may be found in Exhibit A. The proposed awardee shall pay the City a non-refundable annual permit fee of \$420 per location and abide by the requirements stated in the RFP and attached herein as Exhibit B. Kona Ice proposed hours of operation are Saturdays and Sundays from 10-AM to 5-PM from April to October to match the Splash Park hours of operation. The Purchasing Director and Kona Ice entered into negotiations resulting in an agreement in which Kona Ice would pay the City an agreed upon rental fee of \$300 per month, for each month they are open. The rental fee may be adjusted on a year-to-year based on sales from the previous year, at the request of Kona Ice and negotiated with the Purchasing Director. The award recommendation is being made to the single respondent Tanko Enterprises, LLC. d/b/a Kona Ice South Lake County.			
Additional Analysis			
Fiscal Impact Summary			
In addition to the required annual permit fee of \$420, Kona Ice will pay the City \$300 per month, for each month they are open.			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			

1.	RFP 15-031 Response Tabulation	RFP 15-031 Response Tabulation.pdf
2.	Exhibit A	Exhibit A.pdf
3.	Exhibit B	Exhibit B.pdf
4.	Ad	RFP 15-031 Newspaper Advertisement.doc



RESPONSE TABULATION

RFP 15-031, WATERFRONT PARK FOOD CONCESSION SERVICES
DUE DATE/TIME: MAY 28, 2015 AT 2:00 P.M. (EST)

COMPANY NAME	Addenda 1	1-ORIGINAL, 4-COPIES
Tanko Enterprises, LLC. d/b/a Kona Ice South Lake County – Orlando, FL	N	Y

**** Addenda 1 was not a mandatory submittal with RFP response.**

PROPOSED CONCESSION

We would use our “Mini” piece of equipment for the concessions at Waterfront Park. The full-size truck would be used only as our event schedule would permit. The Mini is self contained and works off of batteries. It is transported in an enclosed trailer which is pulled by a pick-up truck. The truck and trailer aren’t needed during normal operation and would need to be parked away from the serving site.



The Mini is typically positioned under a branded 10x10 canopy along with other equipment, such as a branded ice caddy.

Kona Ice staff are instructed to be well groomed at all times. No smoking is allowed while on duty. Staff will wear Kona Ice branded shirts with either neat shorts or jeans and closed toe shoes.



Guests will choose from four serving sizes; we shave the ice into the cup and they flavor it themselves using the patented Flavorwave on the side the Mini. The Mini offers a selection of 6 flavorings. We will offer sugar-free and dye-free flavors using pour bottles.



We will also offer bottled water and bottled non-alcoholic drinks. If we see there is a demand for food items, we will explore offering pre-packed food items. Our license through the Department of Agriculture only allows us to sell pre-packaged foods. During cooler weather we typically offer hot chocolate and coffee but power would be needed for those appliances.

Hours of operation:

We would staff our concession March 27 through October 31 on Saturdays and Sundays from 10:00 a.m. to 5:00 p.m. We reserve the right to close the concession in the event of thunderstorms. Every effort will be made to cover our normal concession hours but at times our ongoing event schedule may prohibit us from opening. In those situations we will give advance notice to the Parks and Recreation Department.

Proposal Requirements

i. Operating Plan:

One Kona Ice staff member will operate the concession using normal procedures. The Mini and surrounding area will be kept clean.

In addition to the non-refundable Annual Permit fee of \$420, Kona Ice will pay the City of Clermont \$300 a month.

ii. Marketing Plan:

Our focus will be on the younger visitors to Champions Splash Park. We'll utilize our contacts with area schools and day cares to promote the fact that we serve at Splash Park on the weekends.

We will actively promote this concession through social media.

We will work with the South Lake Chamber of Commerce to schedule a Grand Opening event.

Company Experience

Years of experience: 1-1/2 years

Scope of service: We operate a self-contained vehicle and serve shaved ice, bottled water and, during cooler weather, hot chocolate and coffee. We're a totally mobile business with two trucks and one Mini (cart size piece of equipment).

Responsible parties: Tom Tanko
(352) 988-7554

Linda Tanko
(407) 733-6110

SECTION – J
SIGNATURE PAGE

By signing this section the respondent certifies that:

1. It satisfies all legal requirements (as an entity) to do business with the City.
2. The undersigned respondent acknowledges that award of a contract may be contingent upon a determination by the City and that the respondent has the capacity and capability to successfully perform the contract.
3. The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If the City of Clermont awarded your company, would your company sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☒ No (Check one)

By signing below, the respondent agrees to all terms, conditions, and specifications as stated in this solicitation, and is acting in an authorized capacity to execute this response. The respondent also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

Respondent Information and Signature
Company Name (print): <u>Kona Ice South Lake County</u>
Street Address: <u>1504 Max Hooks Road, Suite B, Groveland, FL 34786</u>
Mailing Address (if different): _____
Telephone: <u>(352) 988-7554</u> Fax: _____
Email: <u>TLTANKO@KONA-ICE.COM</u> Payment Terms: _____ % _____ days, net _____
FEIN: <u>30 - 0805573</u> Professional License No.: _____
Signature: <u>Linda F. Tanko</u> Date: <u>6/24/2015</u>
Print Name: <u>Linda F. Tanko</u> Title: <u>Manager</u>
Does the respondent accept payment using the City's MASTERCARD? ☒ Yes ☐ No

END OF SECTION J

SECTION – B

STATEMENT OF WORK

The City of Clermont is seeking proposals from qualified respondents for the provision of operating concession services at Waterfront Park. Successful respondent(s) shall be self-contained and may offer for sale items to include fast food, snacks, non-alcoholic beverages, frozen treats and related food items. Respondent shall be responsible for all self-contained maintenance, electricity, trash, sewer, water and other utilities required for adequate operation of the facility. If needed, electricity and water availability is based on agreed upon final facility location between the successful respondent and the City.

The agreement terms contained in this solicitation shall be part of a final agreement to be approved by the City Council. Respondents are advised to fully review all terms and conditions expressed in this solicitation as the contents of that document have precedence in all regards and will govern the operations of all parties in the provision of the required services.

It is understood that the City may or may not pursue this option depending on economic conditions and further study.

1 – BACKGROUND INFORMATION

Clermont's Waterfront Park covers approximately sixteen (16) acres and is located along Lake Minneola situated between East Avenue and Eight Street. The park amenities include a paved trail used by walkers and bikers and alike. There are playgrounds, bike rentals, a splash park, restroom facilities, picnic areas, beach front swim area and fishing piers. The Waterfront Park serves as host to a variety of activities throughout the year including The Great Florida Triathlon and Pig on the Pond to name a few.

2 – CONCESSION LOCATION

The City has identified a site location for concession services. See Section K of this solicitation for an area map. Successful respondent may propose additional concession areas within the park during the course of the contract period. All proposed locations shall be approved the City.

3 – APPEARANCE OF PREMISES

Successful respondent shall, at its sole expense, maintain the premises in a clean, attractive and orderly condition. The successful respondent shall be responsible for the prompt removal of all trash, litter, and debris which accumulates on or about the premises which is attributable directly or indirectly to or arising out of its use, specifically including any litter left by the respondent, its visitors or spectators. The successful respondent shall deposit all such trash, litter, garbage and debris in the containers provided by the City.

SECTION – B

STATEMENT OF WORK

The successful respondent will be responsible to bring all trash and garbage from all food service areas to the designated dumpster or recycling areas, as determined by the City.

Successful respondent shall maintain a “Clean As You Go” attitude in all areas of the facility that they use. Trash, spills, food service storage containers and other debris must be removed immediately to maintain the facility in a first class condition.

4 – PERMIT FEE

The City will require, from each successful respondent, to obtain an annual permit for each concession location. A non-refundable annual permit fee of \$420 (\$35 per month) per location shall be paid in-full prior to concession operation. Permit fees shall be paid at the Development Services Department located on the first floor of City Hall, 685 W. Montrose Street, Clermont, FL.

5 – OPERATING HOURS

The concession(s) may be open at all appropriate times during regular park hours from dawn to dusk. Respondent shall provide proposed hours of operation with their response. Successful respondent may request authorization from the City fifteen (15) calendar days in advance to stay open later on special occasions and holidays.

6 – BLOCK OUT DATES

The City reserves the right to block out dates, limit hours of operation, or authorize other vendors that may compete with the successful respondent as part of special events taking place at Waterfront Park.

7 – OPERATING REGULATIONS

Successful respondent, shall at all times, comply with all rules, regulations and ordinances if City and any other government agency having jurisdiction. Successful respondent shall take all precautions and extreme care to conduct its activities in a safe and prudent manner with respect to its agents, employees, members, visitors and participants in any activity within the premises.

Successful respondent shall be responsible for providing appropriate condiments and dining accessories to customers that are being sold and/or beverage products from the concession. Condiments and dining accessories shall be provided at no additional cost to the customer. Such types of condiments and dining accessories include, but are not limited to the following: ketchup, mustard, mayonnaise, straws, eating utensils, disposable plates, bags, disposable cups and napkins.

SECTION – B

STATEMENT OF WORK

Successful respondent shall honor any sponsorship agreements the City enter into and obey all health and safety rules.

8 – MENU AND PRICING

Successful respondent should be willing to experiment with various menus to determine what works best.

1. Respondent shall charge reasonable prices for all food and beverages. The City reserves the right to review and approve menu items, as well as the prices to make sure they are fair and reasonable.
2. Only the highest quality of food and drinks shall be sold in the concession.
3. There will be no sale or dispensing of alcoholic beverages, tobacco products, or any other item that is not in consonance with general community standards.

9 – MAINTENANCE

Successful respondent shall be responsible for the following:

- Keeping the concession area neat, clean and in good repair;
- Removing concession-related refuse daily;
- Arranging seating area and cleaning-up spills;
- Sweeping, mopping and cleaning the public area of the concession nightly;
- Continued daily maintenance of food preparation. Operator shall not allow boxes, cartons, barrels or similar items to be in the view of the public;
- Evaluation of maintenance compliance will be at the City's sole discretion. If found to be in default, the City will issue a letter of non-compliance. The vendor will have two (2) working days to correct non-compliance items. If not corrected, vendor will be considered in breach of contract.

10 – INSPECTION OF PREMISES

For the purposes of inspection, the City reserves the right to enter any part of the concession area at any time during the period the business is open.

11 – LABOR, MATERIALS, AND EQUIPMENT

Successful respondent shall furnish all labor, material, and equipment necessary for satisfactory contract performance. When not specifically identified in the Statement of Work, such materials and equipment shall be of a suitable type and grade for the purpose.

SECTION – B

STATEMENT OF WORK

All material, workmanship, and equipment shall be subject to the inspection and approval of the City.

12 – HEALTH STANDARDS

Successful respondent shall meet all State, County and local health code and acquire all necessary permits and licenses.

13 – EMPLOYEE STANDARDS

Successful respondent shall ensure a staff that is fully responsible for all on-site operations to include but not limited to:

- Courteous service and friendly;
- To recruit, train, supervise and direct its employees in additions to having a number of employees to match the work requirements;
- Every employee will be clean and well groomed and be professional and friendly to the public. Each employee shall have required health examinations before employment at the concession.

14 – PROPOSAL REQUIREMENTS

Any and all offers must include the following:

- Operating Plan: Proposals must include a staffing and operational plan to address the services listed in the statement of work. This operational plan must also address procedures and methods that will ensure exceptional service to the customer of the concession at Waterfront Park.
- Marketing Plan: Proposals must include a marketing plan indicating services to be provided, target markets, proposed marketing budget, advertising campaign, promotions to be offered or any marketing related activities.

15 – BACKGROUND CHECKS

Successful respondent shall provide, at their expense, a two (2) year Florida Department of Law Enforcement (FDLE) Level 1 background check for any and all employees of the successful respondent involved in the performance of this contract on the City of Clermont property within ten (10) business days following execution of agreement and, in the event of employee changes, throughout the term of the agreement. Documentation must be submitted to the Parks and Recreation Director.

SECTION – B
STATEMENT OF WORK

16 – DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the successful respondent and shall be repaired and/or replaced at no additional cost to the City.

END OF SECTION – B

REQUEST FOR PROPOSAL

The City of Clermont is requesting proposals from qualified respondents to provide food and beverage concession services at Waterfront Park (RFP 15-031). All responses must be received prior to **2:00 P.M. on Thursday, June 25, 2015**. Information may be obtained from the City's website at www.cityofclermontfl.com

Publication Date: Newspaper
June 4, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, September 8, 2015		
Agenda Item Name		
Bid Award		
Requested Action		
Motion to approve contract between the City of Clermont and Ryman Mechanical, Inc. to provide all labor, material and equipment necessary to replace the existing HVAC system at the Arts and Recreation Center.		
Staff Report		
The Purchasing Department and the Parks and Recreation Department recommend approval of the above action. The Parks and Recreation Department contacted the Purchasing Department to determine the most effective manner to contract a company to replace the aging heating, ventilation and air conditioning (HVAC) system at the Arts and Recreation Center. The Purchasing Department issued a Request for Bid (RFB) number 15-032 to acquire these services. The RFB was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There were three (3) responses to the RFB. Award is being recommended to the low responsive and responsible bidder Ryman Mechanical, Inc. at the total amount of \$548,396 who complied with all terms, conditions, and specifications stated in the RFB.		
Additional Analysis		
Fiscal Impact Summary		
The current year Infrastructure Sales Tax Fund budget includes \$300,000 for this project. The unexpended FY 2015 budgeted amount will be carried forward and included in the FY 2016 proposed Infrastructure Sales Tax Fund budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFB 15-032 Response Tabulation RFB 15-032 Response Tabulation.pdf		
2. Ad RFB 15-032 HVAC.docx		



REVISED RESPONSE TABULATION

RFB 15-032, CLERMONT ARTS AND RECREATION HVAC RENOVATIONS

DUE DATE/TIME: JULY 23, 2015 AT 2:00 P.M. (EST)

COMPANY NAME	BID BOND	ADDENDA 1 AND 2	BASE BID PRICE	ADD. ALT. 1	ADD. ALT. 2	DEDUCT ALT. 3	COMBINED BASE PRICE, ALT. 1, 2, 3
Ryman Mechanical, Inc. – Zephyrhills, FL	Y	Y	\$475,946	\$23,588	\$59,900	-\$11,038	\$548,396
Randall Mechanical, Inc. – Apopka, FL	Y	1 ONLY	\$354,220	\$34,720	\$192,410	-\$12,577	\$568,773
Air Mechanical & Service Corporation – Casselberry, FL	Y	Y	\$541,000	\$42,000	\$73,275	\$0	\$656,275

****Addenda 1 and 2 were not mandatory submittals with RFB response.**

RTU = Roof Top Unit

ERU = Energy Recovery Units

BMS = Building Management System

Base Price = Cost to replace seventeen RTU's and seven ERU's (excluding RTU-8, RTU-16, RTU-17 and RTU-18).

Additive Alternate 1 = Cost to replace RTU-16, RTU-17, and RTU-18.

Additive Alternate 2 = Cost for a full BMS system for twenty-one RTU's and seven ERU's

Deductive Alternate 3 = Optional proposed scheduling and scope for expedited work.

REQUEST FOR BID

The City of Clermont is requesting bids from qualified respondents to provide Clermont Arts and Recreation HVAC Renovations (RFB 15-032). All responses must be received prior to **2:00 P.M. on Thursday, July 23, 2015**. Information may be obtained from the City's website at www.clermontfl.gov

Publication Date: Newspaper
June 17, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date								
Tuesday, September 8, 2015								
Agenda Item Name								
Co-op Bid Award								
Requested Action								
Motion to approve contract between the City of Clermont and Estep Construction, Inc. to provide water main & force main improvements in the total amount of \$79,000.								
Staff Report								
The Purchasing Department and the Environmental Services Department recommend approval of the above action. The Lake County Public Works Department in cooperation with the Clermont Environmental Services Department issued a Request for Bid (RFB) number 15-0019 to acquire a contractor to provide all labor, material and equipment necessary to conduct project number 2015-03, Hartle Road Connection. In support of the new Fire Station #4, this project will provide the necessary water and sewer infrastructure to service the new station. The piping will be installed along the new Hartle Road to the front entrance of the new station site. The project is in compliance with the ISBA agreement with Lake County. The RFB was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There were four (4) responses to the bid. Award is being recommended to the low responsive and responsible bidder Estep Construction, Inc. for additive alternate B, at the total amount of \$79,000.								
Additional Analysis								
Fiscal Impact Summary								
This project is included in the current year Water Impact Fee Fund budget in the amount of \$50,000. There are sufficient funds available in the current year Water Impact Fee Fund budget to cover the excess of \$29,000.								
Fiscal Impact	Fund Number and Description	Available Budget Amount						
\$79,000.00	43533-66307	\$50,000.00						
Exhibits Attached (copies of original agreements)								
<table border="0"> <tr> <td>1.</td> <td>Lake County Bid Tabulation</td> <td>Bid Comparison with colors.pdf</td> </tr> <tr> <td>2.</td> <td>Contractor Bid</td> <td>estep.pdf</td> </tr> </table>			1.	Lake County Bid Tabulation	Bid Comparison with colors.pdf	2.	Contractor Bid	estep.pdf
1.	Lake County Bid Tabulation	Bid Comparison with colors.pdf						
2.	Contractor Bid	estep.pdf						

Hartle Road Extension
Project No. 2015-03, Bid No. 15-0019

ENGINEER'S ESTIMATE \$785,394.00		Estep Construction, Inc.			John L. Finch Contracting Corp.			Boykin Construction, Inc.			Allstate Paving		
DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	AMOUNT	UNIT PRICE	QUANTITY	AMOUNT	UNIT PRICE	QUANTITY	AMOUNT	UNIT PRICE	QUANTITY	AMOUNT
Roadway Construction													
Mobilization	LS	\$ 35,000.00	1	\$ 35,000.00	\$ 23,858.75	1	\$ 23,858.75	\$ 18,000.00	1	\$ 18,000.00	\$ 10,000.00	1	\$ 10,000.00
Maintenance of Traffic	LS	\$ 10,000.00	1	\$ 10,000.00	\$ 35,000.00	1	\$ 35,000.00	\$ 6,000.00	1	\$ 6,000.00	\$ 8,000.00	1	\$ 8,000.00
Excavation Cut	CY	\$ 15.00	4,555	\$ 68,325.00	\$ 4.00	7,858	\$ 31,432.00	\$ 2.75	10,146	\$ 27,901.50	\$ 4.00	9,000	\$ 36,000.00
Excavation Fill	CY	\$ 12.00	666	\$ 7,992.00	\$ 2.50	395	\$ 987.50	\$ 1.50	1,973	\$ 2,959.50	\$ 4.00	3,600	\$ 14,400.00
Grading/Final Dressing	LS	\$ 10,000.00	1	\$ 10,000.00	\$ 7,024.50	1	\$ 7,024.50	\$ 26,700.00	1	\$ 26,700.00	\$ 14,500.00	1	\$ 14,500.00
Clear and Grub	LS	\$ 35,000.00	1	\$ 35,000.00	\$ 7,820.00	1	\$ 7,820.00	\$ 11,450.00	1	\$ 11,450.00	\$ 5,000.00	1	\$ 5,000.00
12" Stabilized Type B Subgrade LBR 40	SY	\$ 8.00	3,333	\$ 26,664.00	\$ 1.75	4,070	\$ 7,122.50	\$ 3.50	3,711	\$ 12,988.50	\$ 4.00	3,845	\$ 15,380.00
10" Limerock (2 lifts)	SY	\$ 18.00	3,333	\$ 59,994.00	\$ 8.00	3,846	\$ 30,768.00	\$ 14.50	3,532	\$ 51,214.00	\$ 14.00	3,645	\$ 51,030.00
1" Minimum SP 9.5	SY	\$ 7.00	3,020	\$ 21,140.00	\$ 6.49	3,246	\$ 21,066.54	\$ 7.00	3,532	\$ 24,724.00	\$ 5.00	3,565	\$ 17,825.00
2.5" Minimum SP 12.5	SY	\$ 12.00	3,020	\$ 36,240.00	\$ 11.69	3,246	\$ 37,945.74			\$ -	\$ 11.00	3,565	\$ 39,215.00
Prime and Sand	SY	\$ 0.50	3,020	\$ 1,510.00	\$ 0.50	3,246	\$ 1,623.00	\$ 0.75	3,532	\$ 2,649.00	\$ 0.40	3,645	\$ 1,458.00
Tack Coat	SY	\$ 0.50	3,020	\$ 1,510.00	\$ 0.50	3,246	\$ 1,623.00	\$ 0.65	3,532	\$ 2,295.80	\$ 0.40	3,565	\$ 1,426.00
24" RCP	LF	\$ 60.00	142	\$ 8,520.00	\$ 40.50	144	\$ 5,832.00	\$ 49.00	130	\$ 6,370.00	\$ 55.00	144	\$ 7,920.00
24" MES	EA	\$ 1,200.00	1.00	\$ 1,200.00	\$ 2,190.00	1.00	\$ 2,190.00	\$ 1,470.00	1	\$ 1,470.00	\$ 1,000.00	1.00	\$ 1,000.00
18" RCP	LF	\$ 50.00	238	\$ 11,900.00	\$ 30.50	232	\$ 7,076.00	\$ 38.00	228	\$ 8,664.00	\$ 35.00	248	\$ 8,680.00
18" MES	EA	\$ 1,000.00	1	\$ 1,000.00	\$ 1,785.00	1	\$ 1,785.00	\$ 1,100.00	1	\$ 1,100.00	\$ 800.00	1	\$ 800.00
Type F Curb & Gutter	LF	\$20.00	825	\$ 16,500.00	\$15.00	850	\$ 12,750.00	\$ 17.00	716	\$ 12,172.00	\$ 15.00	718	\$ 10,770.00
Manhole Type P Square	EA	\$ 3,000.00	1	\$ 3,000.00	\$ 1,850.00	2	\$ 3,700.00	\$ 4,900.00	1	\$ 4,900.00	\$ 2,000.00	1	\$ 2,000.00
Manhole Type J Round	EA	\$ 3,000.00	1	\$ 3,000.00	\$ 2,250.00	1	\$ 2,250.00	\$ 5,500.00	1	\$ 5,500.00	\$ 2,000.00	1	\$ 2,000.00
Inlet Type P-5	EA	\$ 5,000.00	2	\$ 10,000.00	\$ 3,200.00	2	\$ 6,400.00	\$ 4,800.00	2	\$ 9,600.00	\$ 3,500.00	2	\$ 7,000.00
Manhole	EA	\$ 3,000.00	1	\$ 3,000.00			\$ -	\$ 4,300.00	1	\$ 4,300.00	\$ 2,000.00	1	\$ 2,000.00
Fence Removal	LS	\$ 3,400.00	1	\$ 3,400.00	\$ 2,250.00	1.0	\$ 2,250.00	\$ 1,470.00	1.0	\$ 1,470.00	\$ 100.00	1	\$ 100.00
Tree Removal	LS	\$ 18,000.00	1	\$ 18,000.00	\$ 2,000.00	1	\$ 2,000.00	\$ 2,690.00	1	\$ 2,690.00	\$ 5,000.00	1	\$ 5,000.00
Erosion Control	LS	\$ 5,000.00	1	\$ 5,000.00	\$ 2,000.00	1	\$ 2,000.00	\$ 3,300.00	1	\$ 3,300.00	\$ 1,500.00	1	\$ 1,500.00
Silt Fence	LF	\$ 1.00	2,600	\$ 2,600.00	\$ 1.75	1,965	\$ 3,438.75	\$ 1.50	2,230	\$ 3,345.00	\$ 2.00	1,990	\$ 3,980.00
Sod	SY	\$ 2.50	4,400	\$ 11,000.00	\$ 4.00	5,352	\$ 21,408.00	\$ 1.90	5,815	\$ 11,048.50	\$ 3.00	13,200	\$ 39,600.00
Thermoplastic Striping	LS	\$ 5,000.00	1	\$ 5,000.00	\$ 2,250.00	1	\$ 2,250.00	\$ 4,470.00	1	\$ 4,470.00	\$ 4,500.00	1.0	\$ 4,500.00
Roadway Sign Removal/Installation	LS	\$ 3,000.00	1	\$ 3,000.00	\$ 1,500.00	1	\$ 1,500.00	\$ 5,100.00	1	\$ 5,100.00	\$ 500.00	1	\$ 500.00
Survey/Layout/As Builts	LS	\$ 4,000.00	1	\$ 4,000.00	\$ 9,156.00	1	\$ 9,156.00	\$ 7,700.00	1	\$ 7,700.00	\$ 6,500.00	1	\$ 6,500.00
Payment/performance Bond	LS	\$ 5,000.00	1	\$ 5,000.00	\$ 6,500.00	1	\$ 6,500.00	\$ 5,900.00	1	\$ 5,900.00	\$ 6,000.00	1	\$ 6,000.00
NPDES Permit	LS	\$ 500.00	1	\$ 500.00	\$ 1,500.00	1	\$ 1,500.00	\$ 2,600.00	1	\$ 2,600.00	\$ 800.00	1	\$ 800.00
Laboratory Testing	LS	\$ 2,000.00	1	\$ 2,000.00	\$ 3,860.00	1	\$ 3,860.00	\$ 3,900.00	1	\$ 3,900.00	\$ 2,000.00	1	\$ 2,000.00
Portable Toilet	LS	\$ 1,000.00	1	\$ 1,000.00	\$ 2,000.00	1	\$ 2,000.00	\$ 1,800.00	1	\$ 1,800.00	\$ 1,000.00	1	\$ 1,000.00
Laboratory Testing	LS							\$ 2,700.00	1	\$ 2,700.00	\$ 2,000.00	1	\$ 2,000.00
2" SP 12.5	SY							\$ 13.00	3,532	\$ 45,916.00			\$ -
Valley Curb	LF										\$ 30.00	120	\$ 3,600.00
6" Stabilize	SY										\$ 4.00	1075	\$ 4,300.00
Concrete Flume	LS										\$ 1,000.00	1	\$ 1,000.00
Strip 6"	CY										\$ 3.00	2900	\$ 8,700.00
Roadway Construction Total Lump Sum Bid :				\$ 431,995.00			\$ 306,117.28			\$ 342,897.80			\$ 347,484.00
Roadway Construction Number of Calendar Days to Complete				120			90			80			180

Hartle Road Extension
Project No. 2015-03, Bid No. 15-0019

Alternate "A" - Site Preparation													
Mobilization	LS	\$ 10,000.00	1	\$ 10,000.00	\$ 30,610.00	1	\$ 30,610.00	\$ 8,800.00	1	\$ 8,800.00	\$ 5,000.00	1	\$ 5,000.00
Excavation Cut	CY	\$ 15.00	1500	\$ 22,500.00	\$ 6.00	1413	\$ 8,478.00	\$ 2.75	3336	\$ 9,174.00	\$ 3.00	1200	\$ 3,600.00
Excavation Fill	CY	\$ 12.00	200	\$ 2,400.00	\$ 6.00	1217	\$ 7,302.00	\$ 1.50	962	\$ 1,443.00	\$ 3.00	1500	\$ 4,500.00
Grading/Final Dressing	LS	\$ 5,000.00	1	\$ 5,000.00	\$ 27,104.00	1	\$ 27,104.00	\$ 19,250.00	1	\$ 19,250.00	\$ 8,000.00	1	\$ 8,000.00
Clear & Grub	LS	\$ 10,000.00	1	\$ 10,000.00	\$ 4,200.00	1	\$ 4,200.00	\$ 12,240.00	1	\$ 12,240.00	\$ 3,000.00	1	\$ 3,000.00
12" Subgrade Compacted 98%	SY	\$ 8.00	896	\$ 7,168.00	\$ 2.50	2160	\$ 5,400.00	\$ 1.50	2282	\$ 3,423.00	\$ 0.50	2285	\$ 1,142.50
7" Reinforced Concrete 6 x 6 – 10 x 10 W/W 4000 PSI	CY	\$ 300.00	200	\$ 60,000.00	\$ 207.75	400	\$ 83,100.00	\$ 245.00	502	\$ 122,990.00	\$ 350.00	450	\$ 157,500.00
Type F Curb	LF	\$ 30.00	100	\$ 3,000.00	\$ 15.00	280	\$ 4,200.00	\$ 20.00	500	\$ 10,000.00	\$ 15.00	170	\$ 2,550.00
5' Sidewalk	SY	\$ 45.00	70	\$ 3,150.00	\$ 40.50	275	\$ 11,137.50	\$ 45.00	278	\$ 12,510.00	\$ 50.00	310	\$ 15,500.00
Concrete Flume with Energy Dissipator Pad	SY	\$ 45.00	20	\$ 900.00	\$ 63.60	59	\$ 3,752.40	\$ 155.00	17	\$ 2,635.00	\$ 60.00	50	\$ 3,000.00
Concrete Weir	SY	\$ 60.00	46	\$ 2,760.00	\$ 54.00	42	\$ 2,268.00	\$ 210.00	38	\$ 7,980.00	\$ 65.00	45	\$ 2,925.00
Steel Bollard (including concrete)	EA	\$ 500.00	5	\$ 2,500.00	\$ 500.00	5	\$ 2,500.00	\$ 350.00	5	\$ 1,750.00	\$ 700.00	5	\$ 3,500.00
Concrete Bumper Guard	EA	\$ 150.00	11	\$ 1,650.00	\$ 35.00	11	\$ 385.00	\$ 115.00	11	\$ 1,265.00	\$ 65.00	11	\$ 715.00
Irrigation Well	LS	\$ 6,000.00	1	\$ 6,000.00	\$ 10,000.00	1	\$ 10,000.00	\$ 17,980.00	1	\$ 17,980.00	\$ 15,000.00	1	\$ 15,000.00
1.5" Water Main Sch 40	LF	\$ 30.00	300	\$ 9,000.00	\$ 14.60	260	\$ 3,796.00	\$ 9.50	256	\$ 2,432.00	\$ 10.00	300	\$ 3,000.00
10" DIP (Fire Line)	LF	\$ 150.00	220	\$ 33,000.00	\$ 53.50	200	\$ 10,700.00	\$ 50.00	200	\$ 10,000.00	\$ 55.00	220	\$ 12,100.00
Fire Hydrant	EA	\$ 5,000.00	2	\$ 10,000.00	\$ 3,960.00	2	\$ 7,920.00	\$ 4,200.00	2	\$ 8,400.00	\$ 4,000.00	2	\$ 8,000.00
10" DDCV BFP	EA	\$ 3,000.00	1	\$ 3,000.00	\$ 14,000.00	1	\$ 14,000.00	\$ 11,000.00	1	\$ 11,000.00	\$ 11,000.00	1	\$ 11,000.00
Meter Box	EA	\$ 500.00	2	\$ 1,000.00	\$ 450.00	1	\$ 450.00	\$ 3,000.00	1	\$ 3,000.00	\$ 200.00	1	\$ 200.00
1.5" BFP	EA	\$ 1,500.00	1	\$ 1,500.00	\$ 850.00	1	\$ 850.00	\$ 1,400.00	1	\$ 1,400.00	\$ 2,000.00	1	\$ 2,000.00
EONE DH-071 Lift Station	EA	\$ 5,000.00	1	\$ 5,000.00	\$ 15,350.00	1	\$ 15,350.00	\$ 11,200.00	1	\$ 11,200.00	\$ 10,000.00	1	\$ 10,000.00
2" Conduit	LF	\$ 10.00	195	\$ 1,950.00	\$ 20.00	120	\$ 2,400.00	\$ 9.00	400	\$ 3,600.00	\$ 10.00	400	\$ 4,000.00
1.5" PVC Force main	LF	\$ 20.00	300	\$ 6,000.00	\$ 15.60	300	\$ 4,680.00	\$ 10.00	254	\$ 2,540.00	\$ 10.00	300	\$ 3,000.00
10" Gate Valve	EA	\$ 4,000.00	2	\$ 8,000.00	\$ 2,300.00	1	\$ 2,300.00	\$ 1,400.00	3	\$ 4,200.00	\$ 2,200.00	1	\$ 2,200.00
Thermoplastic Striping and Signage	LS	\$ 5,000.00	1	\$ 5,000.00	\$ 2,185.00	1	\$ 2,185.00	\$ 3,100.00	1	\$ 3,100.00	\$ 2,500.00	1	\$ 2,500.00
Landscape Complete	LS	\$ 18,000.00	1	\$ 18,000.00	\$ 51,005.00	1	\$ 51,005.00	\$ 53,990.00	1	\$ 53,990.00	\$ 40,000.00	1	\$ 40,000.00
Irrigation Complete	LS	\$ 10,000.00	1	\$ 10,000.00	\$ 8,350.00	1	\$ 8,350.00	\$ 26,118.00	1	\$ 26,118.00	\$ 20,000.00	1	\$ 20,000.00
Erosion Control	LS	\$ 2,000.00	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00	\$ 3,400.00	1	\$ 3,400.00	\$ 1,500.00	1	\$ 1,500.00
Silt Fence	LF	\$ 1.00	510	\$ 510.00	\$ 1.75	792	\$ 1,386.00	\$ 1.50	1300	\$ 1,950.00	\$ 2.00	1005	\$ 2,010.00
Sod	SY	\$ 2.50	2000	\$ 5,000.00	\$ 4.25	1423	\$ 6,047.75	\$ 2.00	2330	\$ 4,660.00	\$ 3.00	4300	\$ 12,900.00
Disinfection and Testing	LS	\$ 3,000.00	1	\$ 3,000.00	\$ 5,250.00	1	\$ 5,250.00	\$ 4,400.00	1	\$ 4,400.00	\$ 1,500.00	1	\$ 1,500.00
Survey/Layout/As Builts	LS	\$ 3,000.00	1	\$ 3,000.00	\$ 7,343.90	1	\$ 7,343.90	\$ 6,500.00	1	\$ 6,500.00	\$ 10,000.00	1	\$ 10,000.00
Payment/Performance Bond	LS	\$ 4,000.00	1	\$ 4,000.00	\$ 7,000.00	1	\$ 7,000.00	\$ 7,257.00	1	\$ 7,257.00	\$ 20,000.00	1	\$ 20,000.00
NPDES Permit	LS	\$ 500.00	1	\$ 500.00	\$ 1,500.00	1	\$ 1,500.00	\$ 1,900.00	1	\$ 1,900.00	\$ 1,000.00	1	\$ 1,000.00
Laboratory Testing	LS	\$ 3,500.00	1	\$ 3,500.00	\$ 1,970.00	1	\$ 1,970.00	\$ 7,500.00	1	\$ 7,500.00	\$ 2,500.00	1	\$ 2,500.00
Portable Toilet	LS	\$ 1,000.00	1	\$ 1,000.00	\$ 2,000.00	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00	\$ 1,000.00	1	\$ 1,000.00
PIV	EA	\$ 3,000.00	2	\$ 6,000.00	\$ 6,880.00	2	\$ 13,760.00	\$ 7,200.00	2	\$ 14,400.00	\$ 3,500.00	2	\$ 7,000.00
FDC	EA	\$ 3,000.00	2	\$ 6,000.00	\$ 5,800.00	2	\$ 11,600.00	\$ 6,700.00	2	\$ 13,400.00	\$ 3,000.00	2	\$ 6,000.00
Strip 6"	CY										\$ 2.00	1200	\$ 2,400.00
Sanitary Pipe	LF										\$ 25.00	14	\$ 350.00
6" D.I.P. Pipe	LF										\$ 20.00	20	\$ 400.00
10" Building Conn.	EA										\$ 3,500.00	2	\$ 7,000.00
Site Preparation Total Lump Sum Bid :				\$ 282,988.00			\$ 384,280.55			\$ 439,787.00			\$ 419,492.50
Site Preparation Number of Calendar Days to Complete:				120			120			90			200

Hartle Road Extension
Project No. 2015-03, Bid No. 15-0019

Alternate "B" – Water Main & Force Main																					
Mobilization & Bond	LS	\$	2,000.00	1	\$	2,000.00	\$	8,956.34	1	\$	8,956.34	\$	3,000.00	1	\$	3,000.00	\$	8,000.00	1	\$	8,000.00
Sanitary Force Main											\$	-			\$	-					
Core and Tie to X-Manhole	EA	\$	1,000.00	1	\$	1,000.00	\$	3,600.00	1	\$	3,600.00	\$	5,500.00	1	\$	5,500.00	\$	3,000.00	1	\$	3,000.00
Inside MH Drop Assembly	EA	\$	6,000.00	1	\$	6,000.00	\$	5,200.00	1	\$	5,200.00	\$	4,200.00	1	\$	4,200.00	\$	1,000.00	1	\$	1,000.00
Line Manhole	LF	\$	1,000.00	5	\$	5,000.00	\$	77.00	10	\$	770.00	\$	300.00	14	\$	4,200.00	\$	5,000.00	1	\$	5,000.00
2" PE Force Main & Fittings	LF	\$	10.00	1600	\$	16,000.00	\$	15.40	1500	\$	23,100.00	\$	12.00	130	\$	1,560.00	\$	12.00	1500	\$	18,000.00
2" ARV & Box	EA	\$	2,500.00	1	\$	2,500.00	\$	6,780.00	1	\$	6,780.00	\$	7,000.00	1	\$	7,000.00	\$	8,000.00	1	\$	8,000.00
2 ½" Direct Bores & Casing	LF	\$	30.00	250	\$	7,500.00	\$	45.00	240	\$	10,800.00	\$	110.00	90	\$	9,900.00	\$	50.00	150	\$	7,500.00
Water Main Extension																					
Tie-In with 2" Jumper Assembly	EA	\$	2,000.00	1	\$	2,000.00	\$	10,790.00	1	\$	10,790.00	\$	1,800.00	1	\$	1,800.00	\$	2,500.00	1	\$	2,500.00
12" C-900 PVC WM & Fittings	LF	\$	20.00	420	\$	8,400.00	\$	40.20	840	\$	33,768.00	\$	45.00	820	\$	36,900.00	\$	50.00	880	\$	44,000.00
12" Ductile Iron WM	LF	\$	200.00	40	\$	8,000.00	\$	56.25	60	\$	3,375.00	\$	67.00	120	\$	8,040.00	\$	60.00	80	\$	4,800.00
12" Gate Valve Assemblies	EA	\$	3,000.00	2	\$	6,000.00	\$	2,470.00	4	\$	9,880.00	\$	2,600.00	3	\$	7,800.00	\$	3,000.00	6	\$	18,000.00
Fire Hydrant Assemblies	EA	\$	5,000.00	2	\$	10,000.00	\$	3,960.00	2	\$	7,920.00	\$	4,400.00	2	\$	8,800.00	\$	3,800.00	2	\$	7,600.00
2" Blow Off Assembly	EA	\$	3,000.00	1	\$	3,000.00	\$	1,095.00	1	\$	1,095.00	\$	1,600.00	1	\$	1,600.00	\$	800.00	1	\$	800.00
Road Open Cut & Repair	SY	\$	40.00	40	\$	1,600.00	\$	245.00	40	\$	9,800.00	\$	230.00	28	\$	6,440.00	\$	200.00	35	\$	7,000.00
2.5" Casing	LF															\$	8.00	\$	150.00	\$	1,200.00
Open Cut Road	LS															\$	7,500.00	\$	1.00	\$	7,500.00
Gate Valve	EA															\$	2,200.00	\$	1.00	\$	2,200.00
D.I.P. 40'	LS															\$	1,500.00	\$	1.00	\$	1,500.00
Maintenance of Traffic	LS															\$	10,000.00	\$	1.00	\$	10,000.00
Water Main and Force Main Total Lump Sum Bid :				\$	79,000.00			\$	135,834.34			\$	106,740.00					\$	157,600.00		
Water Main and Force Main Number of Calendar Days to Complete:					30				30				40						150		
TOTAL LUMP SUM BID				\$	793,983.00			\$	826,232.17			\$	889,424.80					\$	924,576.50		
NUMBER OF CALENDAR DAYS					270				240				210								530
COMMENTS										Mathematical Error of \$5.70			Mathematical Error of \$1,000								

DIVISION W

BID FORM

Estep Construction, Inc.

COMPANY NAME

NOTE: BIDDER SHALL SUBMIT BID IN DUPLICATE ON FORM PROVIDED HEREIN.

BID

OF

Estep Construction, Inc.

(Name)

689 S. Bivion Rd. Apopka, FL 32703

(Address)

(407) 325-5998

(Phone No.)

FOR

BID NO. 15-0019

HARTLE ROAD CONNECTION
PROJECT NO. 2015-03

Lake County, Florida

Submitted 6-4 2015

TO THE COUNTY OF LAKE, FLORIDA:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned, are interested in this proposal, as principals, and that this Bid is made without collusion with any person, firm or corporation, and we have carefully and to our full satisfaction examined the Special Provisions and form of Contract and Bond, together with the approved Plans and Specifications for the above described project, and that we have made a full examination of the location of the proposed work and the source of supply of materials, and we hereby agree to furnish all necessary labor, equipment, and materials, fully understanding that the quantities shown herewith are approximate only, and that we will fully complete all necessary work in accordance with the Plans and Specifications, and the requirements under them of the Engineer, within the time limit specified in this Bid for the following unit values, to-wit:

BID FORM – TABULATION OF ESTIMATED QUANTITIES
HARTLE ROAD CONNECTION
PROJECT NO. 2015-03, BID NO. 15-0019

Item No.	Description	Unit	Unit Price	Quantity	Amount
<u>Roadway Construction</u>					
1	Mobilization	LS	35,000.00	1	35,000.00
2	Maintenance of Traffic	LS	10,000.00	1	10,000.00
3	Excavation Cut	CY	15.00	4,555	68,325.00
4	Excavation Fill	CY	12.00	666	7,992.00
5	Grading/Final Dressing	LS	10,000.00	1	10,000.00
6	Clear and Grub	LS	35,000.00	1	35,000.00
7	12" Stabilized Type B Subgrade LBR 40	SY	8.00	3,333	26,664.00
8	10" Limerock (2 lifts)	SY	18.00	3,333	59,994.00
9	1" Minimum SP 9.5	SY	7.00	3,020	21,140.00
10	2.5" Minimum SP 12.5	SY	12.00	3,020	36,240.00
11	Prime and Sand	SY	.50	3,020	1,510.00
12	Tack Coat	SY	.50	3,020	1,510.00
13	24" RCP	LF	60.00	142	8,520.00
14	24" MES	EA	1,200.00	1	1,200.00
15	18" RCP	LF	50.00	238	11,900.00
16	18" MES	EA	1,000.00	1	1,000.00
17	Type F Curb & Gutter	LF	20.00	825	16,500.00
18	Manhole Type P Square	EA	3,000.00	1	3,000.00
19	Manhole Type J Round	EA	3,000.00	1	3,000.00
20	Inlet Type P-5	EA	5,000.00	2	10,000.00
21	Manhole	EA	3,000.00	1	3,000.00
22	Fence Removal	LS	3,400.00	1	3,400.00
23	Tree Removal	LS	18,000.00	1	18,000.00
24	Erosion Control	LS	5,000.00	1	5,000.00
Continued on next page					

BID FORM – TABULATION OF ESTIMATED QUANTITIES
HARTLE ROAD CONNECTION
PROJECT NO. 2015-03, BID NO. 15-0019

Item No.	Description	Unit	Unit Price	Quantity	Amount
25	Silt Fence	LF	1.00	2,600	2,600.00
26	Sod	SY	2.50	4,400	11,000.00
27	Thermoplastic Striping	LS	5,000.00	1	5,000.00
28	Roadway Sign Removal/Installation	LS	3,000.00	1	3,000.00
29	Survey/Layout/As Builts	LS	4,000.00	1	4,000.00
30	Payment/performance Bond	LS	5,000.00	1	5,000.00
31	NPDES Permit	LS	500.00	1	500.00
32	Laboratory Testing	LS	2,000.00	1	2,000.00
33	Portable Toilet	LS	1,000.00	1	1,000.00
34	Laboratory Testing	LS			
Roadway Construction Total Lump Sum Bid (Figures):			431,995.00		
Roadway Construction Total Lump Sum Bid (Words):			FOUR HUNDRED THIRTY ONE THOUSAND, NINE HUNDRED AND NINETY FIVE DOLLARS		
Roadway Construction Number of Calendar Days to Complete			120		
<u>Alternate "A" - Site Preparation</u>					
1	Mobilization	LS	10,000.00	1	10,000.00
2	Excavation Cut	CY	15.00	1,500	22,500.00
3	Excavation Fill	CY	12.00	200	2,400.00
	Continued on next page				

BID FORM – TABULATION OF ESTIMATED QUANTITIES
HARTLE ROAD CONNECTION
PROJECT NO. 2015-03, BID NO. 15-0019

Item No.	Description	Unit	Unit Price	Quantity	Amount
4	Grading/Final Dressing	LS	5,000.00	1	5,000.00
5	Clear and Grub	LS	10,000.00	1	10,000.00
6	12" Subgrade Compacted 98%	SY	8.00	896	7,168.00
7	7" Reinforced Concrete 6 x 6 – 10 x 10 W/W 4000 PSI	CY	300.00	200	60,000.00
8	Type F Curb	LF	30.00	100	3,000.00
9	5' Sidewalk	SY	45.00	70	3,150.00
10	Concrete Flume with Energy Dissipator Pad	SY	45.00	20	900.00
11	Concrete Weir	SY	60.00	46	2,760.00
12	Steel Bollard (including concrete)	EA	500.00	5	2,500.00
13	Concrete Bumper Guard	EA	150.00	11	1,650.00
14	Irrigation Well	LS	6,000.00	1	6,000.00
15	1.5" Water Main Sch 40	LF	30.00	300	9,000.00
16	10" DIP (Fire Line)	LF	150.00	220	33,000.00
17	Fire Hydrant	EA	5,000.00	2	10,000.00
18	10" DDCV BFP	EA	3,000.00	1	3,000.00
19	Meter Box	EA	500.00	2	1,000.00
20	1.5" BFP	EA	1,500.00	1	1,500.00
21	EONE DH-071 Lift Station	EA	5,000.00	1	5,000.00
22	2" Conduit	LF	10.00	195	1,950.00
23	1.5" PVC Force main	LF	20.00	300	6,000.00
24	10" Gate Valve	EA	4,000.00	2	8,000.00
25	Thermoplastic Striping and Signage	LS	5,000.00	1	5,000.00
26	Landscape Complete	LS	18,000.00	1	18,000.00
27	Irrigation Complete	LS	10,000.00	1	10,000.00
28	Erosion Control	LS	2,000.00	1	2,000.00
29	Silt Fence	LF	1.00	510	510.00
	Continued on next page				

BID FORM – TABULATION OF ESTIMATED QUANTITIES
HARTLE ROAD CONNECTION
PROJECT NO. 2015-03, BID NO. 15-0019

Item No.	Description	Unit	Unit Price	Quantity	Amount
30	Sod	SY	2.50	2,000	5,000.00
31	Disinfection and Testing	LS	3,000.00	1	3,000.00
32	Survey/Layout/As Builts	LS	3,000.00	1	3,000.00
33	Payment/Performance Bond	LS	4,000.00	1	4,000.00
34	NPDES Permit	LS	500.00	1	500.00
35	Laboratory Testing	LS	3,500.00	1	3,500.00
36	Portable Toilet	LS	1,000.00	1	1,000.00
37	PIV	EA	3,000.00	2	6,000.00
38	FDC	EA	3,000.00	2	6,000.00
Site Preparation Total Lump Sum Bid (Figures):			282,988.00		
Site Preparation Total Lump Sum Bid (Words):			TWO HUNDRED EIGHTY TWO THOUSAND, NINE HUNDRED EIGHTY-EIGHT DOLLARS		
Site Preparation Number of Calendar Days to Complete:			120		
<u>Alternate "B" – Water Main & Force Main</u>					
1	Mobilization & Bond	LS	2,000.00	1	2,000.00
2	Sanitary Force Main				
	Core and Tie to X-Manhole	EA	1,000.00	1	1,000.00
	Inside MH Drop Assembly	EA	6,000.00	1	6,000.00
	Line Manhole	LF	1,000.00	5	5,000.00
	Continued on next page				

BID FORM – TABULATION OF ESTIMATED QUANTITIES
HARTLE ROAD CONNECTION
PROJECT NO. 2015-03, BID NO. 15-0019

Item No.	Description	Unit	Unit Price	Quantity	Amount
	2" PE Force Main & Fittings	LF	10.00	1,600	16,000.00
	2" ARV & Box	EA	2,500.00	1	2,500.00
	2 1/2" Direct Bores & Casing	LF	30.00	250	7,500.00
3	Water Main Extension				
	Tie-In with 2" Jumper Assembly	EA	2,000.00	1	2,000.00
	12" C-900 PVC WM & Fittings	LF	20.00	420	8,400.00
	12" Ductile Iron WM	LF	200.00	40	8,000.00
	12" Gate Valve Assemblies	EA	3,000.00	2	6,000.00
	Fire Hydrant Assemblies	EA	5,000.00	2	10,000.00
	2" Blow Off Assembly	EA	3,000.00	1	3,000.00
	Road Open Cut & Repair	SY	40.00	40	1,600.00
Water Main and Force Main Total Lump Sum Bid (Figures):		79,000.00			
Water Main and Force Main Total Lump Sum Bid (Words):		SEVENTY NINE THOUSAND DOLLARS			
Water Main and Force Main Number of Calendar Days to Complete:		30			

BID FORM – TABULATION OF ESTIMATED QUANTITIES
HARTLE ROAD CONNECTION
PROJECT NO. 2015-03, BID NO. 15-0019
SUMMARY OF BIDS

	Amount of Bid	Calendar Days to Complete
Hartle Road Connection Roadway Construction (Figures):	431,995.00	120
Alternate "A" Bid – Site Preparation (Figures):	282,988.00	120
Alternate "B" Bid – Water Main and Force Main (Figures)	79,000.00	30
TOTAL LUMP SUM BID (Figures):	793,983.00	
TOTAL LUMP SUM BID (Words):	SEVEN HUNDRED NINETY-THREE THOUSAND, NINE HUNDRE EIGHTY-THREE DOLLARS	
TOTAL NUMBER OF CALENDAR DAYS TO COMPLETE:	270	

The undersigned further agrees to execute the Contract within ten (10) calendar days after receipt of notice of award, and within the time frame of Division X.

The undersigned further agrees to bear the full cost of maintaining all work until the final acceptance.

The undersigned further declares that his Bid is based on specifications as modified by the following Addenda:

Addendum No. 1 Dated 5-19-15 Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

The undersigned Contractor's address and principal place of business is _____
_____.

If Contractor is a corporation list the names, titles, and business addresses of its President, Secretary and Treasurer:

1. PRESIDENT Jeffrey R. Estep Address 689 S. Bivision Rd.
(Name) Apopka, FL 32703
2. SECRETARY Johnny Morris Address 689 S. Bivision Rd.
(Name) Apopka, FL 32703
3. TREASURER — Address —
(Name)

Reciprocal Vendor Preference
(Not applicable on Federal/State Projects)

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222 (see below); a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): Apopka, FL.

2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☐ Yes ☒ No If "yes" is checked, provide supporting detail:

Said corporation is qualified to do business in the State of Florida.

Estep Construction, Inc
Corporate Name

By: [Signature]
Jeffrey R. Estep, President
(Print Name)

CORPORATE SEAL

or Qualifying Agent

CGC 1508481
Contractor's Registration or Certification No.

If Contractor is not a corporation, list the name(s) and business address(es) of its owner(s), joint venturers or partners:

1. Jeffrey Estep - President Address 689 S. Binion Rd.
(Name) Apopka, FL 32703
2. _____ Address _____
(Name)
3. _____ Address _____
(Name)

The said company or business entity is a sole proprietorship, partnership, or joint venture and is trading and doing business as _____ (Company Name).

By:

Name of Firm or Qualifying Agent

Contractor's Registration or Certification No.

FLORIDA TRENCH SAFETY ACT CERTIFICATION AND DISCLOSURE STATEMENT

The undersigned acknowledges the requirements of the Florida Trench Safety Act (Section 553.60 et. seq. Florida Statutes).

A. The Bidder further acknowledges that the Florida Trench Safety Act, (the Act) establishes the Federal excavation safety standards set forth at 29 C.F.R. Section 1926.650 Subpart P, as the interim state standard until such time as the State of Florida, through its Department of Labor and Employment Security, or any successor agency, adopts, updates or revises said interim standard. This State of Florida standard may be supplemented by special shoring requirements established by the State of Florida or any of its political subdivisions.

B. The Bidder, as Contractor, shall comply with all applicable excavation/trench safety standards.

C. The Contractor shall consider the geotechnical data available from the County, if any, the Contractor's own sources, and all other relevant information in its design of the trench safety system to be employed on the subject Project. The Contractor acknowledges sole responsibilities for the selection of the data on which it relies in designing the safety system, as well as for the system itself.

D. The amounts that the Bidder has set forth for pipe installation includes the following excavation/trench safety measures and the linear feet of trench excavated under each safety measure. These units, costs, and unit values shall be disclosed solely for the purpose of compliance with procedural requirements of the Act. No adjustment to the Contract time or price shall be made for any difference in the actual number of linear feet of trench excavation, except as may be otherwise provided in these Contract Documents.

Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
A. <i>Benching</i>	<i>L.S.</i>	<i>1</i>	<i>\$100.00</i>	<i>\$100.00</i>
B.				
C.				
D.				
E.				
F.				

For Information Only, Not for Payment Purposes \$ *100.00*

Bidder may use additional sheets as necessary to extend this form.

Failure to complete the above may result in the bid being declared non-responsive.

E. The amount disclosed as the cost of compliance with the applicable trench safety requirements does not constitute the extent of the Contractor's obligation to comply with said standards. The Contractor shall extend additional sums at no additional cost to the County, if necessary, to comply with the Act (except as may otherwise be provided).

F. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representative has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Contractor of its sole responsibility to comply with the applicable trench safety requirements.

Estep Construction, Inc.

Company

Jeffrey R Estep - President

Name and Title

Address:

689 S. Binion Rd.

Apopka, Fl. 32703

Telephone: (407.) 325-5998

ADDENDUM #1

Hartle Road Connection
Project No. 2015-03
Bid No. 15-0019

This addendum is being issued to make the following changes, corrections, clarifications and additions to the bidding document. The information in this addendum modifies and changes the original bidding documents and takes precedence over the original documents. **Receipt of this addendum shall be acknowledged by the bidder by signing and dating the appropriate line on page W-4 of the bid proposal.** Failure to acknowledge this addendum may preclude consideration of the bid proposal for award.

A Mandatory pre-bid meeting for the referenced project was held at 9:00 a.m. on May 14, 2015, in the Department of Public Works' conference room. The following were in attendance:

Name	Company	Phone Number	Email Address
Moe Turner	John L. Finch Construction		finchconst@centurylink.net
Josh Morris	Estep Construction	(407) 325-5778	jeff@estepconstruction.com
Mark Griffin	City of Clermont		mgriffin@clermontfl.org
Tim Mattozzi	City of Clermont	(352) 241-0178	tmattozzi@clermontfl.org
Christina Tabor	CFE Corp.	(407) 834-6115	Ctabor75@aol.com
Ricky Farring	Rainey Construction	(352) 748-0955	rfarring@raineyconstruction.com
Laurie Henderson	J. Malever Construction	(352) 429-9507	tomsmithjmc@embargmail.com
Rick Brooks	Florida Safety	(813) 982-9172	estimating@floridasafetycontractors.com
Richard LeBlanc	Lake County Facilities	(352) 253-4978	rleblanc@lakecountyfl.gov
Denis Dietz	Lake County Traffic Ops	(352) 742-1766	ddietz@lakecountyfl.gov
Alicia Roehn	Traverse Group	(352) 409-6630	aroehn@traverse-group.com
Garrett Phillips	Allstate Paving	(407) 277-5257	hfaraji@allstatepavingfl.com
Chris O'Neil	Boykin Construction	(352) 394-5993	boykinconst@aol.com
Andy Walker	CW Roberts Contracting	(352) 330-2540	awalker@cwrcontracting.com
Joe Hinton	Lake County Public Works	(352) 483-9027	jhinton@lakecountyfl.gov
Seth Lynch	Lake County Public Works	(352) 483-9052	slynch@lakecountyfl.gov
Alan Kirkland	Lake County Public Works	(352) 483-9043	akirkland@lakecountyfl.gov
Terry Scott	Lake County Public Works	(352) 483-9024	jscott@lakecountyfl.gov
Deb Marchese	Lake County Public Works	(353) 483-9007	dmarchese@lakecountyfl.gov

This project is located in Clermont and shall consist of constructing two (2) lanes approximately 1,000' in length of a future four (4) lane extension of Hartle Road. Other work associated with this project shall include the following: constructing a retention pond, swale work, culvert installation, structure installation, fence removal, thermoplastic striping, sodding, and other incidental construction. Engineer's estimate is \$309,844.00.

As part of this project, Contractor shall bid Alternate "A" to complete the site construction for the proposed Lake County Fire Station 90. This shall include the following: site grading, concrete driveway/parking lot construction, retention pond construction, drainage installation,

water and sewer line installation, lift station, 8" fire line, Type F curb, 5' sidewalk, irrigation well, landscape and irrigation installation, sodding, and other incidental construction. Bidders shall be required to provide an alternate bid for this work utilizing the "Alternate A - Site Preparation" section on the bid tabulation. Engineer's estimate for this alternate bid is \$385,500.00.

Also, as part of this project, Contractor shall bid Alternate "B" for the installation of a 12" PVC water main and a 2" Polyethylene Force main. The awarded contractor shall contract directly with the City of Clermont for this work. Bidders shall be required to provide an alternate bid for this work utilizing the "Alternate B - Water Main and Force Main" section on the bid tabulation. Engineer's estimate for this alternate bid is \$90,050.00.

Work performed under this contract shall be based on a lump sum bid. Quantities, if shown in the construction plans, are estimated for bidding purposes only and shall be verified by the contractor.

Pay special attention to all notes shown in the construction plans.

Any fences to be relocated shall be moved to the right of way line. If there is an existing gate at a driveway, then match the width of the driveway to the width of the gate. Contractor shall coordinate any fence relocation with the property owner.

Contractor shall video the project limits prior to beginning construction. The video shall be in DVD format and provided to Lake County before construction begins. Detail should be given to all existing fence lines, driveways, hedge lines, etc., to document existing conditions prior to construction.

All utilities shown in the construction plans to be relocated shall be the responsibility of the utility provider to relocate. Contractor is responsible for the coordination of all utility relocation.

Contractor shall provide two sets of redline as-builts upon completion of the project that show all structure locations, invert elevations, and pipe locations. The as-builts must be signed and sealed by a professional engineer or surveyor, licensed to do business in the State of Florida.

Sand skinks have been found on the fire station site. We are mitigating the sand skinks at the present time and the mitigation should be complete by September 1, 2015. Richard LeBlanc is handling the sand skink mitigation and he is also the person to contact regarding the site construction. It is the County's intent that the road construction can start while the sand skink mitigation is being completed.

Alan Kirkland is handling the gopher tortoise relocation and there are only a few burrows on the site which should be relocated prior to construction.

Adjustments to the Plans

At Station 58+59.09 LT, Contractor shall bid to add Type I object markers that are not shown on the construction plans.

Questions Asked at the Pre-Bid Meeting

- Q1.** You show the finished elevation of the slab. What elevation do you want the dirt brought to?
- A1.** Finished ground contours and ground spot elevations are shown on Sheet 4 of the site plan.
- Q2.** Will the site contractor complete all of their work before the General Contractor for the building starts his work?
- A2.** No, this will require scheduling coordination with the building contractor. It is likely that the building work will be underway and the site contractor will be installing irrigation, landscaping, etc. to finish out the site work.
- Q3.** In relation to the fire line, can we install it to within five feet of the slab and then the General Contractor can connect it from there?
- A3.** The site contractor's fire line installer shall make the connection of the line to the building after the building is set.
- Q4.** Are the irrigation lines and landscaping going to be installed after the building is built? Is it the responsibility of the site contractor?
- A4.** Yes, the site contractor will be responsible to install both the irrigation and landscaping. The building that is being placed on-site is being constructed right now. It is a pre-fabricated building and will be installed by the Building Contractor while the road work is being completed.
- Q5.** Who will have to clean up the General Contractor's mess when he is finished?
- A5.** The General Contractor will be responsible for cleaning up any debris caused by the building construction.


Joseph Hinton, Construction Inspector I

5-19-15
Date



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, September 8, 2015		
Agenda Item Name		
Contract Amendment		
Requested Action		
Motion to approve third contract amendment between the City of Clermont and Ajax Building Corporation to provide construction management services for the new Police Department and an increase amount of \$84,070 from the original agreement.		
Staff Report		
The Purchasing Department and the Police Department recommend approval of the above action. This third amendment modifies the scope of services and compensation from existing agreement, dated November 29, 2011, and previous amendment between the City of Clermont and Ajax Building Corporation. Changes in this amendment include the revision of the scope of services to appropriately identify the responsibility of the Construction Manager, General Contractor, and Architect/Engineer of record. In addition, the Construction Manager's onsite hours is being increased from 20 to 32 hours per week due to the complexity of the Police Department construction. The increase of onsite hours has also increased the Construction Manager's previously agreed upon compensation of \$139,922 based on a 15,000 square foot facility. The Purchasing Director negotiated the scope of services for the new facility resulting in an increase of \$84,070 for an additional 34,000 square foot facility.		
Additional Analysis		
Fiscal Impact Summary		
There are sufficient funds in the current year approved Infrastructure Sales Tax Fund budget to cover the contract amendment.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Third Amendment To Agreement	Third Amendment to Agreement.pdf	

THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL
CONSTRUCTION MANAGER SERVICES

THIS AMENDMENT is entered into as of this _____ day of _____ 2015 and is to that certain Agreement dated November 29, 2011, hereinafter "the Agreement", by and between the CITY OF CLERMONT, FLORIDA, a municipal corporation under the laws of the State of Florida whose address is: 685 W. Montrose Street, Clermont, Florida, hereinafter referred to as "CITY" and AJAX BUILDING CORPORATION, 465 Maitland Avenue, Altamonte Springs, FL 32701 hereinafter referred to as "CONSTRUCTION MANAGER." The parties, in exchange for the mutual covenants contained herein and in the Agreement, agree as follows:

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

2. The Scope of Services and Compensation Schedule referred to and incorporated into the Agreement is hereby amended to include revised scope of services and compensation for Construction Phase Services for the Police Station project as more particularly described in Attachment "A" attached hereto and incorporated herein.

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

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

City of Clermont

Attest:

Gail L. Ash, Mayor

Tracy Ackroyd, City Clerk

Date: _____

Ajax Building Corporation

Attest:

By: _____
William P. Byrne, President

Corporate Secretary



ATTACHMENT A

Orlando Office
465 Maitland Avenue
Altamonte Springs, FL 32701
TEL: (352) 243-7616

<http://www.ajaxbuilding.com>
CG C042112

23 July 2015

Mr. Freddy Surarez
City of Clermont, Purchasing Dept.
685 W Montrose Street
Clermont, FL 34711

RE: Draft Contract Revisions

via: Email

Dear Freddy:

Find this letter as our draft recommendation for a forthcoming task order to address both requested scope and pricing disparities on the Clermont Police Station.

To summarize, as the project was revived, the new stakeholder Team began to develop expectations for Team members and discuss responsibilities of each. As those roles began to be re-identified, it became clear that there was a discrepancy between the scope identified in the contract and that scope previously discussed with the original stakeholders and also reflected in the contract. This letter serves to properly align Ajax's scope of work with the expectations of the City.

Generally speaking, we understand our role to be one of oversight and representation of the City to both the Architect and the General Contractor. We understand we are tasked with representing management of the construction process in the City's stead and will provide information to the project stakeholders, primarily, the Assistant City Manager, in order to make final decision on appropriate matters. General construction project guidance is Ajax's primary responsibility.

Attached is a markup of the original 'Section B' of our agreement based on the conversation you, Mike Dumas, and I had a few weeks ago. Anything that we've identified that would be included in the Architect's or General Contractor's contract agreement has been noted similar to 'n/a (General Contractor); it may be prudent to completely remove those references and renumber on the final to avoid confusion. Please confirm that these items are as discussed or provide comment as you see fit.

Also attached is a revised fee summary that we feel is representative of what the City will be expecting from Ajax for this project. Based on our experience, we feel that the appropriate level of involvement based on the scope of work would be approximately 32 hours per week. That amount is represented in the price provided.

Please review at your convenience and don't hesitate to give me a call with any questions.

Sincerely,
AJAX BUILDING CORPORATION

Jeremy Cox
Operations Manager

xc: File: 201235 1.1A
Lon Neuman, Ajax
James Kinzler, City of Clermont

attach: Contract Modifications (6 pages)
Revised pricing (1 page)

SECTION – B SCOPE OF SERVICES

The City of Clermont is seeking a Florida licensed Construction Manager (CM) to serve as the City's principal agent and provide a full range of pre-construction, construction, and post construction management services for the City's Jenkins Auditorium Replacement and Police Station Expansion. The successful candidate must be capable of comprehending and budgeting projects in various stages of design and construction. Selected CM will work with City staff as well as architects and construction contractor(s) to develop and complete both capital projects. The Construction Manager shall perform all listed duties for the new Jenkins Community Center and the Police Station Expansion. The construction schedules will overlap and the Construction Manager shall coordinate the efforts as outlined below for the duration of both projects.

Jenkins Replacement:

The project includes the construction of an approximately 10,000 square foot one (1) story facility with meeting rooms, kitchen and offices and associated site work. Alternate bid items include the construction of streetscape improvements, including paving, landscaping, parking, lighting and irrigation. The estimated construction duration is ten (10) months. The site is located at the northwest corner of Montrose Street and Lake Avenue. The estimated engineer construction value is \$2.2M (includes a 10% contingency).

Police Station Expansion:

The project includes the construction of an approximate 49,000 ~~15,000~~-square foot ~~addition, plus renovation of 11,000 square feet of the existing~~ facility and associated site work. The estimated construction duration is twelve (12)~~eight-teen (18)~~ months. The site is located at 865 W. Montrose Street between Hammock Ridge Road and US 27, Clermont, FL. The estimated engineer construction value is \$~~5.7~~10.2M.

Construction Manager Services to be Provided

The CM's scope of services shall include, without limitation, all of the preconstruction services set forth below and all of the construction services required to complete the work in strict accordance with the contract documents, and to deliver the project to the City at or below the bid price when established and within the contract time.

The CM shall review project requirements, existing on-site and off-site development, surveys and preliminary budget, and make recommendations to the City for revisions. The CM shall review a preliminary project schedule in accordance with the contract documents and in coordination with the City, the Architect/Engineer, and construction contractor identifying all phases, critical path activities, and critical duties of each of the project team members. The City reserves the right to modify, postpone, or cancel the

SECTION – B SCOPE OF SERVICES

contract for any reason at the conclusion of any phase and prior to start a subsequent phase as described herein. The three (3) phases and estimated duration time are, but not limited to:

Phase One: Pre-Construction Design (2 months):

- 1.1 Perform a complete constructability review of the project bid documents, specifications, plans and estimates prior to bidding the project and identify potential problems that need correction before the project is bid.
- 1.2 The CM shall assist the City in evaluating the Request for Qualifications (RFQ) received to prequalify contractors for the construction of Jenkins Community Center and the Police Station-~~Expansion~~. The CM shall rank the responses using the City's format, attend meetings, and make recommendations.
- 1.3 The CM shall analyze the cost estimate prepared by the Architect and report to the City recommendations for any adjustments to the budget.
- 1.4 Coordinate all permitting requirements.
- 1.5 Coordinate all utility work outside utilities.
- 1.6 The CM shall conduct periodic progress meeting attended by City representatives, designer, construction contractor(s), etc. Such meetings shall serve as a forum for the exchange of information concerning the project and the review of design progress. The CM shall prepare and distribute minutes of these meetings to City representatives, designer, construction contractor, etc. as deemed necessary.
- 1.7 The CM shall review the design documents and make recommendations to the City representatives and Architect/Engineer as to constructability, scheduling, and time of construction.
- 1.8 The CM shall prepare and distribute Design Phase change reports that shall list all City approved changes as of the date of the report and shall state the effect of project changes, construction budget, and master schedule.
- 1.9 The CM shall coordinate transmittal of documents to regulatory agencies and utility providers for review. In addition, the CM shall advise the City of the potential problems resulting from such review and suggested solutions regarding completion of such reviews.

Phase Two: Competitive Bid and Award (2 months):

SECTION – B
SCOPE OF SERVICES

- 2.1 The CM shall conduct a telephone and correspondence campaign in attempt to increase interest amongst qualified contractors to submit a response for prequalification.
- 2.2 The CM shall assist the City in reviewing the RFB responses for construction of each project.
- 2.3 The CM shall attend all pre-bid meetings.
- 2.4 The CM shall review all addenda for effect on project and construction budget, scheduling and time for construction in addition to consistency with related provisions as specified in the RFB.
- 2.5 The CM shall evaluate all submittals for responsiveness, price, and alternate price when applicable to the solicitation. The CM shall make recommendations to the City concerning the acceptance or rejection of submittals.
- 2.6 The CM shall assist the City in the assembly, delivery, and execution of contract documents. The CM shall issue to the construction contractor, on behalf of the City, a Notice to Proceed.

Phase Three: Construction and Close-Out (12 months):

- 3.1 The CM shall chair a kick-off preconstruction meeting with the City to discuss the proposed work plan and special concerns. It is envisioned that the meeting will include all interested parties including utility and subcontractors.
- 3.2 Prepare a list of items for direct purchase by the City for review and coordinate direct purchase efforts.
- 3.3 ~~Provide~~ Review coordination of project activities and prepare reports and documents for City review and action.
- 3.4 ~~Maintain at the project site on a current basis, a record of copy of all contracts, drawings, specifications, addendum, change orders, and other modifications to record all changes made during construction. This includes but is not limited to: shop drawings, product data, samples, submittal, materials, applicable handbooks, maintenance and operating manuals, other related documents and revisions which are relevant to the contract work.~~ n/a (General Contractor)
- 3.5 Provide weekly status reports to the City.

SECTION – B
SCOPE OF SERVICES

- 3.6 ~~Review laboratory, shop and mill test reports of materials and equipment, and coordinate as required with the City and Architect/Engineer.n/a (Architect / Engineer)~~
- 3.7 ~~Administer the construction contract in conformance with the requirements set forth in the plans and specifications.n/a (General Contractor)~~
- 3.8 Conduct regular construction progress meetings with the City, Architects/Engineers, construction contractor(s), other consultants, etc., to discuss matters such as procedures, progress, problems, and scheduling. Prepare and distribute meeting agenda and minutes.
- 3.9 ~~Monitor~~ Review all inspection ~~activities~~ reports.
- 3.10 ~~Be responsible for site safety.n/a (General Contractor)~~
- 3.11 In conjunction with Architect / Engineer, rReview and process all shop drawings, project data, samples, and other submittals. Establish and implement procedures for expediting the processing and approval.
- 3.12 Document all claims and maintain for account records.
- 3.13 ~~Coordinate all schedule construction surveying.n/a (General Contractor)~~
- 3.14 ~~Coordinate~~ Review testing requirements and ~~scheduling of material testing~~ identify to General Contractor.
- 3.15 Review and analyze the construction contractor schedule on a monthly basis including activity sequences and durations, schedule of submittal and delivery for products with long lead time. ~~Work with construction contractor(s) in maintaining the project schedule to show current conditions and suggest revisions as required.~~
- 3.16 Recommend necessary or desirable changes in the construction contractor(s) scope of work. Review and evaluate construction contractor(s) request for changes. Negotiate with construction contractor(s) and submit recommendations to City supported by field data related to any additional work. If change is accepted, prepare change orders for signature and authorization by the City and maintain a change order log.
- 3.17 Review pay request and provide recommendation for payments.
- 3.18 Provide construction management file to the City.
- 3.19 Review contract documents, plans, and permits.

SECTION – B
SCOPE OF SERVICES

- 3.20 Attend field walks and construction meetings.
- 3.21 Monitor and enforce construction noticing requirements.
- 3.22 Maintain field diaries (bound or electronic workbooks) during construction including a cumulative record of quantities constructed, daily and weekly reports, working day reports, change order documentation, photographs and other documentation.
- 3.23 In conjunction with the Architect / Engineer, continuously monitor, evaluate, and review ~~Ensure compliance with the construction contract by continuously monitoring, evaluating, approving or rejecting~~ the construction contractor(s) work in accordance with the approved construction contract documents.
- 3.24 ~~Determine that~~ In conjunction with the Architect / Engineer, review that the construction contractor(s) work is being performed in accordance with the requirements of the contract documents. Guard the City against defects and deficiencies in the work. As appropriate, require inspection or testing, make recommendations to City regarding special inspection/testing of work not in accordance with the provision of the contract documents whether or not such work is fabricated, installed or completed.
- 3.25 Provide and maintain a digital photographic history of the project. Photo will also be taken of the following:
- a. Showing existing conditions prior to construction
 - b. Disputed work items
 - c. Work that has to be duplicated, replaced, or removed
 - d. Completed work
 - e. Extra work
- 3.26 Record the progress of the project. Provide daily inspection-observation reports. Submit written daily progress report to City, including information on construction contractor(s) and the entire project, showing percentages of completion. Keep daily logs containing a record of weather, construction contractor(s) work on site, number of workers, work accomplished, problems encountered, and other relevant data.
- 3.27 ~~During the course of construction, maintain one set of plan to denote field changes or other corrections-n/a~~ (General Contractor)
- 3.28 Maintain copies of all permits needed to construct the project and ~~enforce~~ monitor special requirements of each.

SECTION – B
SCOPE OF SERVICES

- 3.29 Provide ~~and~~ initial review and one re-submittal review of shop drawings and product data for conformance to the construction documents.

Construction Closeout

The CM will coordinate project closeout start-up and transition to operation. Activities include but are not limited to:

- Assist the City in administering and coordinating final inspections.
- In conjunction with the Architect / Engineer, aAssist the City in determining when the project or a designated portion thereof is substantially complete. Prepare for the City a summary of the status of the work of the construction contractor(s), listing changes in the previously issued certificates of substantial completion of the work, and recommending the times within which construction contractor(s) shall complete the items on their certificate of substantial completion of the work.
- Calculate the amount of final payment due to construction contractor(s).
- ~~Obtain evidence of certification of all lien releases.~~In conjunction with City Staff, develop process for processing contractor lien releases and certificates of insurance.
- Assist City with filing the project "Notice of Completion".
- Secure and transmit to City, required guarantees.
- In conjunction with the Architect / Engineer, issue the notice of substantial completion and process the "Notice to Completion".
- Coordinate any startup requirements.
- ~~Deliver all equipment manuals, special equipment, spare parts, catalogs, and other materials required by specifications.~~
- Collect "As-Built" data from contractors or Architects/Engineers.
- Make recommendation for the release of retention.

END OF SECTION – B



Construction Phase Services (12 mos)				
Monthly Rate		12/Mos	\$ 18,506.00	\$ 222,072.00
Reimbursable expenses		12/Mos	\$ 160.00	\$ 1,920.00
TOTAL CONSTRUCTION PHASE FEE			\$	223,992.00

Attend Design meetings - Participate (4 meetings)
Budget Verification Estimate - 1 Each at point designated by the owner
Milestone Estimates - One (1) 16 division estimate at conclusion of design milestone as determined by the owner
Value Engineering - Cost reduction analysis as required, and at conclusion of design milestones and systems analysis as requested
Master Schedule Development - Detailed preconstruction and construction schedules
Schedule updates - Update design and procurement progress monthly
Constructability Reviews - Review progress drawings and specifications for clarity and constructability at conclusion of design development
Redi-Check- Ensure documents are scrubbed prior to going out for bid. Interdisciplinary coordination, clarity, conflicts resolved
Contractor solicitation and prequalification - Solicit bidder interest, review contractor pg submittal, check references, evaluate, develop bid list
Bid Phase/Addendum - Participate and provide input in addressing bidder inquiries during bid period

Construction Managers' involvement in construction phase is estimated at 32 hrs/ wk for construction phase

- a) Field reports
- b) Monthly schedule reviews
- c) Change order review and recommendations
- d) Attend regularly scheduled meetings, publish minutes
- e) Review Contractor Pay applications
- f) Develop and maintain project logs and monitor flow of information
- g) Assist in project closeout

It is understood that an office will be provided onsite in the adjacent Owner's Building that we may work out of. It is understood that a desk and chair, power, local telephone, water, and sanitary utilities for this trailer will be provided for our use.

For Additional Services beyond those listed if requested and approved by the city, the fee would be increased in proportion to the amount of time required at the rate of \$130/hr.

City of Clermont

Title



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, September 8, 2015		
Agenda Item Name		
Resolution No. 2015-29		
Requested Action		
Move to approve Resolution 2015-29.		
Staff Report		
Request is for the purchase of 1.4 +/- acres of certain real property located in Lake County, Florida, from Marvin Sutton for the purchase price of \$50,000.00 plus seller's closing costs for use in the Clermont Downtown Stormwater Master Plan. The request is to authorize the Mayor and City Manager to perform all acts necessary and appropriate to close on the property as provided herein.		
Additional Analysis		
Fiscal Impact Summary		
This purchase is not included in the current year Stormwater Fund budget, however, there are sufficient funds to cover this purchase.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RESOLUTION NO. 2015-29	RESOLUTION NO. 2015-29.pdf	
2. Aerial Map of Subject Property	Aerial Map of Subject Property.pdf	
3. Sutton Agreement	Sutton Agreement.pdf	

**CITY OF CLERMONT
RESOLUTION NO. 2015-29**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF 1.4 +/- ACRES OF CERTAIN REAL PROPERTY LOCATED IN LAKE COUNTY, FLORIDA FROM MARVIN SUTTON FOR THE PURCHASE PRICE OF \$50,000.00 PLUS SELLER'S CLOSING COSTS, AND AUTHORIZING THE MAYOR AND CITY MANAGER TO PERFORM ALL ACTS NECESSARY AND APPROPRIATE TO CLOSE ON THE PROPERTY AS PROVIDED HEREIN.

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

Section 1.

The City Council of the City of Clermont, Florida does hereby accept the offer provided by Marvin Sutton in the amount of \$50,000.00 plus Seller's closing costs, and does hereby authorize the Mayor to enter into the contract attached hereto and incorporated herein, and further authorizes the City Manager to perform all acts necessary and appropriate to close on the property.

Section 2.

The Mayor and/or City Manager are specifically authorized to withhold the formal written agreement upon determination of any matter or factor hereafter coming to attention which may indicate such action is not in the City's best interest; provided that upon such withholding the City Manager, with reasonable dispatch, shall present the issue to the City Council, in session, for review and direction.

Section 3.

This Resolution shall take effect immediately upon its adoption.

CITY OF CLERMONT
RESOLUTION NO. 2015-29

PASSED AND ADOPTED by the City Council of the City of Clermont, Florida on the 25th day of August, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

AERIAL MAP OF SUBJECT PROPERTY



January 28, 2015



Override 1



Street Names

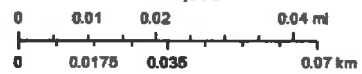
— Local Streets

Tax Parcels Alternate Key



Surrounding Counties

1:1,332



CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT FOR SALE AND PURCHASE (the "Contract") is made and entered into on _____, 2015, by and between The CITY OF CLERMONT, a Florida municipal corporation, whose address is 685 West Montrose Street, Clermont, Florida ("Buyer") and MARVIN SUTTON, whose address is 781 W Osceola St., Clermont, FL 34711 ("Seller"):

NOW THEREFORE, for and in consideration of the premises hereof, the sums of money to be paid hereunder, the mutual covenants herein contained, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do covenant, stipulate and agree as follows, to wit:

1. **Description of Property.** The property that is to be sold and conveyed by Seller and purchased and accepted by Buyer pursuant to this Contract shall consist of that certain real property located in Lake County, Florida, Parcel ID No.: 24-22-25-017500000016, Alt. Key No.: 2659874, as further described in Exhibit "A" attached hereto and incorporate herein (hereinafter together referred to as the "Property").

2. **Agreement to Sell and Option to Purchase.** Seller hereby agrees to sell and convey and Buyer hereby agrees to accept an option to purchase and accept the Property upon the terms and subject to the conditions set forth in this Contract. The option contained herein shall be subject to and contingent upon the approval of the City Council of the City of Clermont of the terms and conditions contained herein. Seller's agreement to sell shall be deemed an irrevocable offer to sell the Property for a period of sixty (60) days from the date of Seller's execution of this Agreement. If the agreement is approved by the City Council of the City of Clermont and executed by the Mayor, or his designee, on or before the expiration of sixty (60) days from the date of execution by the Seller, then this agreement shall be binding on the parties and the Effective Date shall be the date of execution of the Agreement by the Mayor or his designee. If this option agreement is not timely approved and executed as provided above, then the option shall terminate without consequence or obligation to either party.

3. **Purchase Price and Method of Payment.** Subject to credits, adjustments and prorations for which provisions are hereinafter made in this Contract, the total purchase price for the Property to be paid by Buyer and received and accepted by Seller shall be **FIFTY THOUSAND DOLLARS (\$50,000)**. Within five (5) days of the Effective Date, the sum of **ONE THOUSAND DOLLARS (\$1,000)** shall be deposited in escrow to be held by the Law Firm of DeBeaubien, Knight, Simmons, Mantzaris & Neal, (escrow agent) subject to the terms and conditions hereof. Upon compliance with all of the terms and conditions of this Contract, the balance of the purchase price shall be paid by Buyer and the escrow agent to Seller in United States funds by cash or by wire transfer at the time of closing.

4. **Title.** Within Ten (10) days of the Effective Date of this Contract, the Closing Agent at Buyer's expense shall deliver an original commitment for title insurance committing to issue an Owner's policy to Buyer as purchaser of the Property in the amount of the purchase price. (Hereinafter referred to as the "title report"). Buyer shall select the Title Company and closing agent. During the Inspection Period described in Paragraph 6 hereof, Buyer shall determine

whether Buyer is willing to accept title to and acquire the Property from Seller. In the event that Buyer shall determine that any one or more of the title exceptions set forth in the Title Report (the "Title Exceptions") are unacceptable to Buyer in its sole discretion, Buyer shall be entitled to terminate this Contract by delivering written notice thereof to Seller on or before the expiration of the Inspection Period, whereupon this Contract shall terminate as provided in Paragraph 7 hereof. In the event Buyer shall not terminate this Contract as a result of the investigations and inspections to be performed by Buyer pursuant to Paragraph 6 hereof, then and in such event Buyer shall be deemed to have approved the Title Exceptions and to have agreed to accept title to and acquire the Property from Seller subject to the Title Exceptions.

5. **Survey.** Buyer may have the Property surveyed at its expense during the Inspection Period. If the survey obtained by Buyer discloses any encroachments or other adverse matters, which are unacceptable to Buyer in its sole discretion, Buyer shall be entitled to terminate this Contract by delivering written notice thereof to Seller prior to the expiration of the Inspection Period, whereupon this Contract shall terminate as provided in Paragraph 7 hereof. In the event Buyer shall not terminate this Contract during the Inspection Period, then and in such event Buyer shall be deemed to have agreed to accept title to and acquire the Property from Seller subject to any matters disclosed by the survey of the Property obtained by Buyer.

6. **Investigations and Inspections of Property.**

(a) Buyer and its architects, engineers and other agents shall have a period of Ninety (90) days following the Effective Date, (hereinafter referred to as the "Inspection Period") within which to undertake such physical inspections and other investigations of and concerning the Property as may be necessary in order to evaluate the physical characteristics of the Property, as well as such other matters as shall be deemed by Buyer to be necessary in order for Buyer to evaluate the Property and determine the feasibility of Buyer's purchase of the same, including, without limitation, those matters related to the title to the Property as provided in Paragraph 4 hereof, and those matters disclosed by any survey of the Property obtained by Buyer as provided in Paragraph 5 hereof. For such purpose, Seller hereby grants to Buyer and its agents or assigns full right of entry upon the Property and any part thereof during the Inspection Period for the purpose of undertaking such inspections and investigations. It is expressly provided, however, that Buyer and any agent or assignee of Buyer who shall enter upon the Property pursuant to such right of entry shall, as a condition to the exercise thereof, be deemed to have agreed, and does hereby agree, to indemnify and save and hold Seller harmless from and against any and all loss, damage, cost, expense, liability or responsibility whatsoever (including, without limitation, reasonable attorneys' fees) which may be occasioned, directly or indirectly, by reason of the exercise of such right of entry upon the Property, and that such indemnification shall expressly survive both the termination of this Contract and the closing of the sale and purchase of the Property contemplated by this Contract.

(b) Seller shall provide to Buyer, at no cost to Buyer, copies of all reports and analyses that Seller may have obtained, or been provided, at any time, regarding the subject property. Buyer acknowledges that it will return same to Seller in the event that the transaction contemplated by this Agreement does not timely close or the Agreement is terminated.

7. **Unacceptability of Inspections.** In the event that the results of the inspections, investigations, reviews, feasibility studies and Seller approvals to which reference is made in Paragraphs 4, 5 and 6 above and 8 below, are, in Buyer's sole opinion and within Buyer's sole discretion, unacceptable to Buyer for any reason whatsoever, and Buyer so notifies Seller of the fact on or before the expiration of the Inspection Period provided in Paragraph 6 hereof, then at Buyer's option and upon Buyer's request, Buyer may terminate the Contract without consequence. If the Contract is terminated by Buyer, it shall be rendered, null and void, and be of no further force and effect and all parties hereto shall thereupon be relieved and absolved of any further liabilities or obligations whatsoever to each other hereunder, except with respect to those liabilities or obligations hereunder which are expressly stated to survive the termination of this Contract.

8. **Conveyance of Property.** At Closing, Seller shall deliver to Buyer: (i) a duly executed Special Warranty Deed in recordable form conveying fee simple title to the Property free and clear of all liens, encumbrances and exceptions except for matters of title accepted by Buyer set forth in the Commitment; (ii) an assignment from Seller to Buyer in a form acceptable to Buyer, assigning all of Seller's right, title and interest in all guarantees and warranties pertaining to the Property and any permits, licenses, plans, authorizations and approvals relating to the Property, (iii) if applicable, an affidavit from Seller certified to Buyer and to the title company in form required by Buyer and the title company to delete from Buyer's title insurance policy all construction liens and possession exceptions and any other exceptions the title company will delete based on Seller's affidavit; (iv) a certification by Seller which indicates that Seller is not a foreign person as defined in the Internal Revenue Code; (v) written affirmation that the representations and warranties set forth in Paragraph 13 hereof remain true at the time of closing; (vi) a duly-executed Seller's closing statement; (vii) such documents as the title company requires in order to evidence the authority and good standing of Seller to complete this transaction; and (viii) other documents reasonably required by Buyer or the title company in order to consummate the transaction contemplated herein. At Closing, Buyer shall pay to Seller the Purchase Price of the Property described above which shall be distributed to the Seller in accordance with this Agreement.

9. **Closing.** The sale and purchase transaction contemplated in this Contract shall be closed, the purchase price paid and the aforesaid closing documents delivered on or before thirty (30) days from the expiration of the inspection period, unless extended by the Parties. The closing shall be completed by a closing agent or attorney as selected by Buyer and shall take place at a location in Clermont, Florida and at such time as shall be mutually agreed upon between Buyer and Seller. At Closing, the City Manager of Buyer is authorized on behalf of Buyer to execute all documents necessary to complete the transaction contemplated herein.

10. **Closing Costs.** Closing Costs shall be paid as follows:

- (a) Buyer shall pay recording fees and state documentary stamps as may be required to be affixed to the Special Warranty Deed, the premium for the owner's title insurance policy to be issued pursuant to the Commitment, the cost of recording any and all other documents necessary to deliver good and clear title, and any closing agent and document preparation fees.

(b) Buyer shall pay the cost of any survey or appraisal obtained by Buyer and any documents or costs associated with financing any portion of the purchase price, if applicable.

(c) Each party shall pay for their own Attorney Fees and costs.

11. **Possession**. Possession of the Property shall be delivered by Seller to Buyer at the time of closing hereunder. Prior to closing and the delivery of possession as aforesaid, Seller shall remain the owner of the Property and shall bear the risk of all loss of whatever nature, except as provided in Paragraph 6 hereof with respect to loss occasioned as a result of Buyer's inspections and investigations of the Property.

12. **Prorations**. Ad valorem real and personal property taxes for the year of closing shall be prorated as of the date of closing. If, however, the amount of such taxes for the year of closing cannot be ascertained, the rates, millages and assessed valuations for the previous year, with known changes and utilizing full discounts, shall be used as an estimate, and tax prorations based on such estimate shall be readjusted by Buyer and Seller when the actual tax bills for the year of sale are received, which obligation shall expressly survive closing for a period of twelve (12) months.

13. **Representations and Warranties of Seller**. Seller represents and warrants (which warranties shall survive the closing hereunder) to the Buyer that:

(a) From and after the Effective Date, Seller shall not perform or permit any act or event that might diminish, encumber or adversely and materially affect the condition of or title to the Property or Buyer's rights under this Contract.

(b) Seller, to the best of Seller's knowledge, has not received notice from any governmental or quasi-governmental body or agency or from any person or entity with respect to any actual or threatened taking of the Property or any portion thereof for any public or quasi-public purpose by the exercise of the right of condemnation or eminent domain, nor does Seller have any knowledge of any such actual or threatened taking. Further, Seller has not received any notice of any existing or threatened lawsuit by which any party claims an interest in the Property.

(c) Seller, to the best of Seller's knowledge, is in full compliance with requirements of all governmental authorities with respect to the Property and this Contract. Seller has not received any notices from any city, county, state or other governmental authority or other person or entity of violations in respect of the Property.

(d) Buyer, to the best of Seller's knowledge, and without the obligation of due investigation, has or shall have unobstructed and direct access to the Property on the date of closing to a dedicated public right-of-way.

(e) Seller owns fee simple title to the Property and has full power, right and authority, and is duly authorized to enter into this Contract, to perform each and all of the

matters and acts herein provided, and to execute and deliver all documents provided hereunder.

- (f) Other than has been disclosed to Buyer, there is no tenant or any other occupant of the Property having any right or claim to possession or use of the Property. Possession of the Property shall be delivered to Buyer by Seller free of rights or claims of any tenants, occupants or parties in possession.
- (g) To Seller's best knowledge, without the obligation of due investigation, there has not been and there is not now: (i) any presence of any Hazardous Substances (as hereinafter defined) on, over, under or around the Property; (ii) any present or past generation, recycling, use, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substances on, over, under or around the Property; (iii) any failure to comply with any applicable local, state or federal environmental laws; (iv) any spills, releases, discharges or disposal of Hazardous Substances that have occurred or are presently occurring on or onto the Property or any adjacent properties; or (v) any spills or disposal of Hazardous Substances that have occurred or are presently occurring off the Property as a result of any construction or operation and use of the Property. For purposes of this Paragraph 13, the term "Hazardous Substances" means and includes, without limitation, any toxic or hazardous substances or materials, petroleum or other pollutants and substances, whether or not naturally occurring, including, without limitation, asbestos, radon, and methane gas, generated, treated, stored or disposed of, or otherwise deposited in or located on or under the Property, and also includes, without limitation, the surface and subsurface waters of the Property, and any activity undertaken or hereafter undertaken on the Property which would cause: (i) the Property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. 6901 et seq., or any similar state law or local ordinance; (ii) a release or threatened release of hazardous waste from the Property within the ambit of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601-9657, or any similar state law or local ordinance or any other environmental law; (iii) the discharge of pollutants or effluent into any water source or system, or the discharge into the air of any emissions which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., or the Clean Air Act, 42 U.S.C. 7401 et seq., or any similar state law or local ordinance; or (iv) any substances or conditions in, on or under the Property which may support a claim or cause of action under RCRA, CERCLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirement, including the presence of any underground storage tanks or underground deposits located on the Property.
- (h) Seller, to the best of Seller's knowledge, has received no notice, and has no knowledge, of any existing or pending special assessments affecting the Property which may be assessed by any governmental authority, water or sewer authority, drainage district or any other special taxing district or other entity.

- (i) There is no litigation, investigation or proceeding pending or to the best of Seller's knowledge threatened or any other condition which relates to or affects the Property or which would impair or otherwise adversely affect this Contract, Seller's performance hereunder and/or Buyer's intended use of the Property.
- (j) Seller has not entered into any other contracts, agreements or understandings, verbal or written, for the sale or transfer of any portion of the Property.
- (k) Seller has not made and has no knowledge of any commitments to any governmental unit or agency, utility company, authority, school board, church or other religious body, or to any other organization, group or individual relating to the Property which would impose any obligations upon Buyer to make any contributions of money or land or to install or maintain any improvements, except as may be set forth in the Commitment.
- (l) To the best of Seller's knowledge, without the obligation of due investigation, all roads abutting the Property are dedicated public roads and the deed to be delivered to Buyer at Closing hereunder is the only instrument necessary to convey to Buyer: (i) full access to and right to freely use such roads; and (ii) all rights appurtenant to the Property in such roads.
- (m) To the best of Seller's knowledge, without the obligation of due investigation, the Property has not been registered or certified as "historic" by any local, state or federal governmental entity or historic commission.
- (n) Seller, if other than an individual, is a duly-organized entity under the laws of the State of Florida and has authority to execute this Contract, and this Contract is binding on Seller.
- (o) To the best of Seller's knowledge and belief, no representation, statement or warranty by Seller contained in this Contract or in any exhibit attached hereto contains or will contain any untrue statements or omits or will omit a material fact necessary to make the statement of fact therein recited not misleading.
- (p) To the best of Seller's knowledge, neither the execution and delivery of this Contract, nor compliance with the terms and conditions of this Contract by Seller, nor the consummation of the sale, constitutes or will constitute a violation or breach of any agreement or other instrument to which it is a party, to which it is subject or by which it is bound. The statements and representations of Seller set forth in this Contract shall be true and reaffirmed in writing at the Closing and shall survive the Closing.

If, after the Effective Date, any event occurs or condition exists of which Seller has knowledge or about which Seller receives information which renders any of the representations contained herein untrue or misleading, Seller shall promptly notify Buyer in writing and Buyer shall thereafter have the option to terminate this Contract prior to closing, in which event all

payments made by Buyer to Seller shall remain the sole property of Seller, this Contract shall be deemed null and void and Buyer and Seller shall be relieved from all liabilities and responsibilities hereunder except as specifically provided otherwise herein.

14. **Conditions Precedent to Closing.** Buyer's obligation to close the sale and purchase transaction contemplated in this Contract shall be and is expressly conditioned upon all warranties of Seller described in Paragraph 13 being true and correct at the time of closing without any breach or breaches of the same by Seller, and upon all obligations of Seller provided in this Contract being fully performed by Seller, having occurred or being waived by Buyer in writing prior to or at closing.

15. **Default.** In the event that Buyer fails to close on the purchase of the subject property, and subject to the title, survey and inspection periods set forth in Paragraphs 4, 5 and 6, any Earnest Money Deposit shall become the sole property of Seller. Seller's retention of the deposit shall constitute liquidated damages and be Seller's sole remedy for any breach of this Contract by Buyer, it being agreed that (i) the deposit is a reasonable estimate of and bears a reasonable relationship to the damages that would be suffered and costs incurred by Seller as a result of having withdrawn the Property from sale and the failure of closing to occur due to a default of Buyer under this Contract; (ii) the actual damages suffered and costs incurred by Seller as a result of such withdrawal and failure to close due to a default of Buyer under this Contract would be extremely difficult and impractical to determine; (iii) Buyer seeks to limit its liability under this Contract to the amount of the payments made, if this Contract is terminated and the transaction contemplated by this Contract does not close due to a default of Buyer under this Contract; and (iv) such amount shall be and constitute valid liquidated damages. If the Seller fails to perform any of the covenants of this Contract on its part to be performed, Buyer may at its option: (i) terminate this Contract whereupon the payments made by Buyer to Seller shall be returned and Seller shall be released and relieved of all obligations or liabilities under this Contract; or (ii) proceed in equity in an action for specific performance to enforce its rights under this Contract.

16. **Litigation and Attorneys' Fees.** In the event it shall be necessary for either party to this Contract to bring suit to enforce any provision hereof or for damages on account of any breach of this Contract or of any warranty, covenant, condition, requirement or obligation contained herein, the prevailing party in any such litigation, including appeals, shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and a reasonable attorneys' fee as fixed by the Court.

17. **Survival of Provisions.** The provisions of this Contract shall not survive the closing hereunder except as expressly provided elsewhere in this Contract.

18. **Time of Essence.** It is expressly agreed by both the Seller and Buyer that time is of the essence of this Contract and in the performance of all conditions, covenants, requirements, obligations and warranties to be performed or satisfied by the parties hereto. Waiver of performance or satisfaction of timely performance or satisfaction of any condition, covenant, requirement, obligation or warranty by one party shall not be deemed to be a waiver of the

performance or satisfaction of any other condition, covenant, requirement, obligation or warranty unless specifically consented to in writing. Unless otherwise expressly provided herein, all periods for performance, approval, delivery or review and the like shall be determined on a "calendar" day basis. If any day for performance, approval, delivery or review shall fall on a Saturday, Sunday or legal holiday, the time therefor shall be extended to the next business day.

19. **Notices.** Any notice or other communication permitted or required to be given hereunder by one party to the other shall be in writing, shall be effective upon receipt and shall be delivered by registered or certified United States Mail, postage prepaid, return receipt requested, or by facsimile or telecopy transmission, with acknowledgment of receipt upon transmission, to the party entitled or required to receive the same, as follows:

TO SELLER: Marvin Sutton
881 W. Osceola Street
Clermont, FL 34711

TO BUYER: City of Clermont
P.O. Box 120219
Clermont, FL 34712
Attn.: Darren Gray, City Manager

WITH A COPY TO: De Beaubien Knight, Simmons, Mantzaris &
Neal, LLP
332 North Magnolia Avenue
Orlando, Florida 32801
Attention: Daniel F. Mantzaris, Esquire
Phone: (407) 422-2454
Fax: (407) 992-3541

20. **Governing Law and Binding Effect.** This Contract and the interpretation and enforcement of the same shall be governed by and construed in accordance with the laws of the State of Florida and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto as well as their respective heirs, personal representatives, successors and assigns.

21. **Integrated Contract, Waiver and Modification.** This Contract represents the complete and entire understanding and agreement between the parties hereto with regard to all matters involved in this transaction and supersedes any and all prior or contemporaneous agreements, whether written or oral. No agreements or provisions, unless incorporated herein, shall be binding on either party hereto. This Contract may not be modified or amended nor may any covenant, agreement, condition, requirement, provision, warranty or obligation contained herein be waived, except in writing signed by both parties or, in the event that such modification, amendment or waiver is for the benefit of one of the parties hereto and to the detriment of the other, then the same must be in writing signed by the party to whose detriment the modification, amendment or waiver inures.

22. **Brokerage.** Seller and Buyer acknowledge neither party has employed a broker or finder and that no commission or fees are to be paid hereunder. Seller and Buyer each agree to indemnify, defend and hold the other harmless from and against any commissions or fees or claims for commissions or fees arising under the indemnifying party, which indemnification shall expressly survive the termination of this Contract and the closing of the sale and purchase of the Property contemplated by this Contract.

23. **Effective Date.** The "Effective Date" of this Contract shall be the date upon which this Contract is signed by the Buyer after approval of the City of Clermont City Council.

24. **Counterparts.** This Contract may be executed in counterparts by the parties hereto and each shall be considered an original, but all such counterparts shall be construed together and constitute one Contract between the parties hereto.

25. **Interpretation.** Seller and Buyer acknowledge each to the other that both they and their counsel have reviewed this Contract and that the normal rule of construction to the effect that

(Remainder of page intentionally blank)

any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation to this Contract or any Exhibits hereto.

IN WITNESS WHEREOF, Seller and Buyer have each caused this Contract for Sale and Purchase to be executed as of dates set forth below.

BUYER:

As to option right contained herein and
subject to City Council approval:

Darren Gray, City Manager

Date: _____

Attest:

The City of Clermont,
a Florida municipal corporation

By: _____
Tracy Ackroyd, City Clerk

By: _____
Gail Ash, Mayor
Date: _____

SELLER:

Marvin Sutton
Marvin Sutton

Date: 8/21/15

As to acknowledgment of receipt of deposit:

deBeaubien, Knight, Simmons,
Mantzaris & Neal, LP
Escrow Agent

Daniel F. Mantzaris

Date: _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, September 8, 2015			
Agenda Item Name			
Facility Use Agreement			
Requested Action			
Move to approve Facility Use Agreement with Pat Burke Hoops for Life.			
Staff Report			
This is an Agreement with Pat Burke Hoops for Life. Seven scholarships to Clermont residents will be provided to cover \$8,295.00 of the facility rental fee. The balance will be paid by Hoops for Life.			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1. Pat Burke Hoops Life			Pat Burke Hoops Life.pdf

CITY OF CLERMONT
FACILITY USER AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2015_, between the City of Clermont, a Municipal Corporation of the State of Florida, (hereinafter referred to as the "CITY") and Hoops Pat Burke's Training Facility, LLC, whose address is 15839 Old US Highway 441, Tavares, FL 32778 (hereinafter referred to as the "USER").

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

1. FACILITY: CITY agrees to permit USER to use that certain facility, equipment, amenities and services listed in Exhibit "A" attached hereto and incorporated herein as Exhibit "A" and hereinafter referred to as the "FACILITY".

2. TERM OF AGREEMENT: The term of this agreement shall commence on September 1, 2015 and terminate on April 1, 2016, and more specifically for the dates and times as set forth in Exhibit "B" attached hereto and incorporated herein. The term of this agreement may be extended by written agreement, executed by both parties.

3. CONSIDERATION. In consideration for the use of the FACILITY by USER, CITY agrees to accept and USER agrees to provide SEVEN (7) youth scholarships per season to USER's Hoops for Life Program with a per scholarship value of \$1,185, and subject to the following:

(a) Each scholarship shall entitle the recipient to attend the full program without reduction in participation time or training, instruction or services provided by USER as compared to a non-scholarship participant.

(b) Each scholarship shall be awarded to a recipient under the age of 14 who at the time of registration in the program is a resident of the incorporated municipal limits of CITY. As a condition hereof, USER, within ten (10) days of the commencement of each season shall provide to CITY a complete list of the seven scholarship recipients to be provided hereunder. The list shall include the full name, resident address and telephone number or the recipients and his or her parent or legal guardian. If USER has not awarded all seven scholarships for each season within thirty (30) days of the commencement of the applicable season. USER shall immediately, and no later than ten (10) days after written notification from CITY, pay to CITY, \$1,185 for each scholarship not awarded.

4. INSURANCE.

(a) USER shall, at USER's sole expense, at all time during the term of this Agreement (including any extension or renewal), maintain general comprehensive insurance for the protection and benefit of USER and CITY. All policies of insurance shall insure the USER and name the

CITY as the insured or additional insured against any and all claims, demands, actions and causes of action whatsoever for injuries received, by any individual, participant, guest, invitee agent or employee, or damage to the FACILITY, arising out of, or related to the sale of any food, product, merchandise or equipment, or arising out of the maintenance, use or occupancy of the FACILITY by USER. Such policies of insurance shall be in an amount of ONE MILLION DOLLARS (\$1,000,000.00) per occurrence in an aggregate amount of THREE MILLION DOLLARS (\$3,000,000.00) to cover the total aggregate of claims that may arise or to be claimed to have arisen against the CITY or USER, as aforesaid.

(b). 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 USER 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 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. Should the USER fail to provide such insurance, the CITY may, but shall not be obligated to, procure the same and advance funds for the payment of the cost thereof for and on behalf of the USER and all such payments shall be considered as rent immediately due and shall be included in any lien for rent due and unpaid. The proof of insurance as provided herein, shall be delivered to CITY initially upon execution of the AGREEMENT and thereafter, within thirty (30) immediately following each renewal thereof.

(c). 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, CITY shall, as soon as the USER has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this AGREEMENT. Until such time as the Tenant has replaced the unacceptable insurer with an insurer acceptable to CITY, the USER shall be deemed in default of this AGREEMENT.

(d). The maintenance of insurance coverage as provided herein shall not be construed to limit nor have the effect of limiting USER's liability under the provision of any clause or paragraph contained in this AGREEMENT. Nor shall it be considered, construed or act as a waiver of City's sovereign immunity as provided by Florida Law.

6. USE OF PREMISES. USER covenants that it shall:

(a) utilize the FACILITY in compliance with all applicable Federal, State and City laws and regulations and all policies of CITY;

(b) not destroy, deface, damage, impair or remove any part of the premises or property or allow any other person to do so;

(c) shall not use any signage or promotional materials of any kind, unless approved in advance by CITY; ad

(d) provide to CITY copies of FDLE criminal background checks and, if applicable, coaching certifications for any and all managers, coaches, chaperones, supervisors, teachers, counselors or the like related to activities occurring in or on the FACILITY and in which minors are participants.

8. LIABILITY FOR DAMAGE. USER is responsible for any and all damage or injury to the FACILITY of whatever kind, occurring during the use of the FACILITY by USER, reasonable wear and tear excepted.

9. DEFAULT. The failure of USER to conform and comply with any term, or obligation imposed upon USER by this AGREEMENT, shall constitute a default of this AGREEMENT. In the event of default, CITY, without the necessity of providing USER with an opportunity to cure, may immediately terminate this AGREEMENT and pursue any all legal remedies available to it at law or in equity. In the event that CITY prevails, USER shall be responsible to CITY for attorney fees and court costs, at all levels including appeal.

10. CITY LIMITATION OF LIABILITY. The CITY shall not be responsible in any manner for any loss, damage to any property of USER, or injury to persons resulting, occurring on or about the FACILITY or related to the use of the FACILITY or by reason of any existing or future condition, defect, matter, thing, action or inaction, or for the acts, omissions or negligence of other persons on or related to the FACILITY. In no event and under no circumstances related to any matter contained herein or any act, action, inaction or omission of CITY, will CITY be responsible to USER or any third party for any consequential damages, including, but not limited to any loss of use, profits, or the like.

11. HOLD HARMLESS AND INDEMNIFICATION. USER agrees to indemnify, defend and hold CITY harmless from any and all claims and liability for losses of or damage to property, or injuries to persons occurring in or about, or related to use of the FACILITY.

12. TERMINATION OF AGREEMENT. Either party shall have the right upon thirty (30) days written notice to terminate this AGREEMENT, without cause.

13. 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.

USER: Hoops Pat Burke's Training Facility, LLC
15839 Old Highway 441
Tavares, FL 32778
Attn. Pat Burke

CITY: City Manager
City of Clermont
1300 Ninth Street
Clermont, FL 34769

14. ASSIGNABILITY. This AGREEMENT, or the right conveyed herein, is not assignable in any manner by USER. CITY may, without USER's consent assign any and all rights and entitlement contained herein.

15. AMENDMENT. This AGREEMENT shall not be amended unless in writing and signed by both CITY and USER.

16. WAIVER. No waiver of any breach, failure to enforce a terms or covenant, of this AGREEMENT by CITY shall be considered a waiver of any other subsequent breach. The failure of CITY to insist upon compliance by USER with any obligation, or exercise any remedy, does not waive the right to do so in the event of a continuing or subsequent breach.

17. INVALIDITY OF PROVISIONS. The invalidity or unenforceability of any provision of this AGREEMENT will not affect the other provision and this AGREEMENT will continue in all respects as if the AGREEMENT omitted such invalid or unenforceable provisions.

18. CHOICE OF LAW/VENUE. The laws of the State of Florida will govern this AGREEMENT and the duties and obligations stated within the AGREEMENT. Any cause of action to enforce the terms hereof shall be exclusively maintained in Lake County, Florida.

USER acknowledges having read, understood and agreed to these provisions and having accepted a copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this ____ day of September, 2015.

CITY OF CLERMONT, FLORIDA

BY: _____
Darren Gray, City Manager

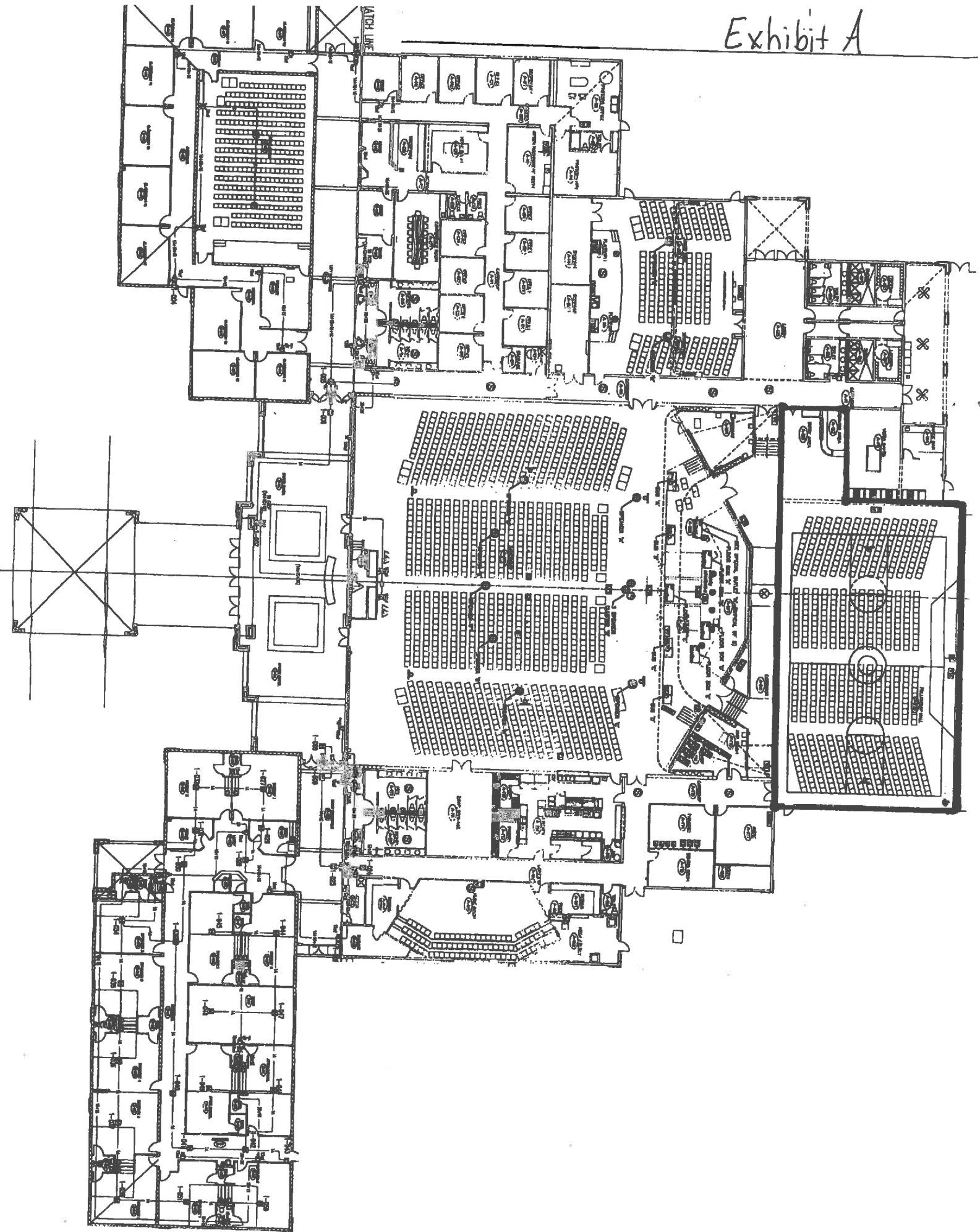
Attest

USER

Officer of LLC

BY: _____
Pat Burke, Managing Member

Exhibit A



PAT BURKE HOOPS LIFE
2015/2016 FALL & WINTER PROGRAMS
SCHEDULE & COSTS

Launch & Announcement

Aug 22	Gym 1:30-4:30	\$210.00	
Aug 27	Gym 6:00-7:00	\$70.00	
Sep 02	Citrus Room 6:30-7:30	\$18.00	
	Subtotal	\$298.00	
	Tax	\$20.86	
	Total	\$318.86	NOT PAID

Practice & Games

Facility Deposit	\$200	NOT PAID
Application fees	2 applications X \$10 each	PAID

FALL SEASON

SEPT 8, 10, 12, 15, 17, 19, 22, 24, 29

7 DAYS	X	3.5 HRS	=	24.5				
2 DAYS	X	4 HRS	=	8				
				<u>32.5</u>	x	\$70	=	\$2,275.00

OCT 1, 3, 6, 8, 10, 13, 15, 17, 20, 22, 27, 29, 31

9 DAYS	X	3.5 HRS	=	31.5				
4 DAYS	X	4 HRS	=	16				
				<u>47.5</u>	x	\$70	=	\$3,325.00

NOV 3, 5, 7, 10, 12, 14, 17, 19, 21

6 DAYS	X	3.5 HRS	=	21				
3 DAYS	X	4 HRS	=	12				
				<u>33</u>	x	\$70	=	\$2,310.00

DEC 1, 3, 8, 10, 12, 15, 17, 19

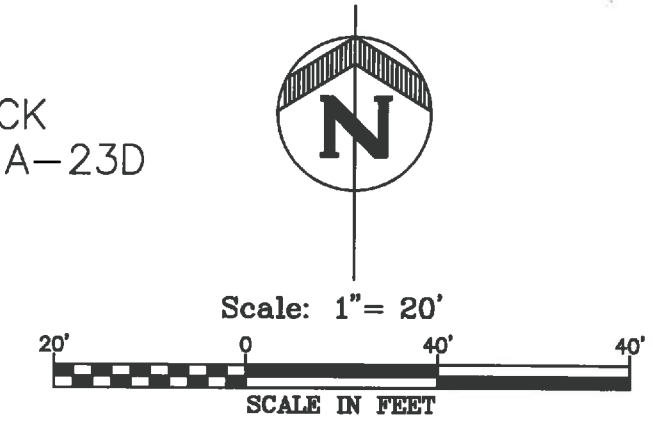
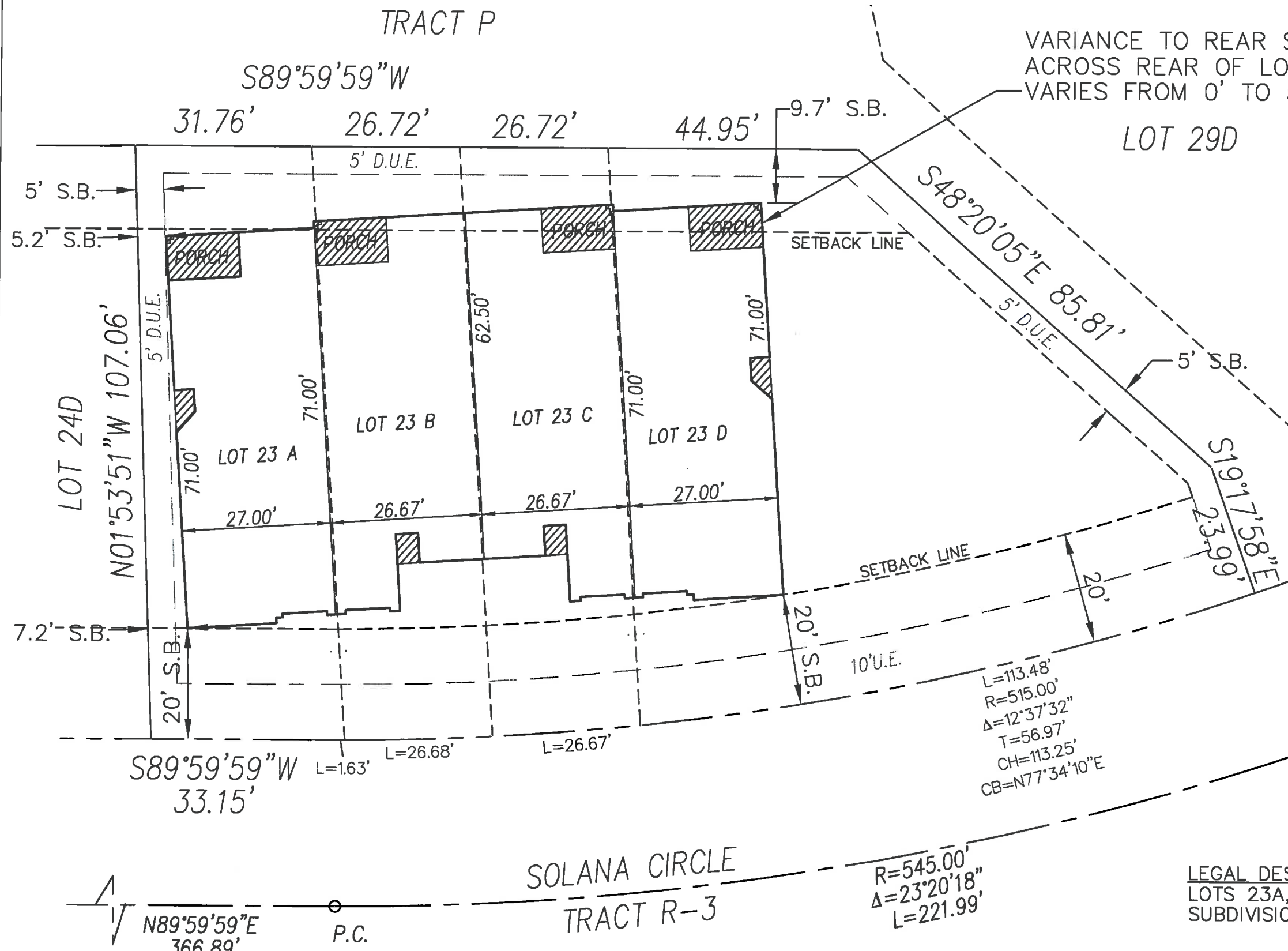
6 DAYS	X	3.5 HRS	=	21				
2 DAYS	X	4 HRS	=	8				
				<u>29</u>	x	\$70	=	\$2,030.00
								<u>\$9,940.00</u>
						tax		<u>\$695.80</u>
								<u>\$10,635.80</u> NOT PAID



AGENDA ITEM

Meeting Date																	
Tuesday, September 8, 2015																	
Agenda Item Name																	
Variance Request																	
Requested Action																	
Move to deny variance request.																	
Staff Report																	
The applicant is requesting to allow for a rear-yard setback of 9.7 feet rather than 15 feet as required in the Heritage Hills planned unit development. The applicant has constructed several multi-unit townhomes in Heritage Hills and has discovered that one lot will not permit the typical building layout without encroaching into the setback by 5.3 feet. The applicant does not want to change the character of the townhome units by altering the building size to fit the lot. The front of the building is set as far forward as possible, but the rear of the unit tapers into the rear setback to a point that is 9.7 feet from the rear property line. Section 86-174 of the land development code requires a positive finding on eight items in order to grant a variance, and staff believes that five of the eight do not meet these findings. Therefore, staff recommends denial of the variance request.																	
Additional Analysis																	
Fiscal Impact Summary																	
Fiscal Impact	Fund Number and Description	Available Budget Amount															
Exhibits Attached (copies of original agreements)																	
<table border="0"> <tr> <td>1.</td> <td>Location Map</td> <td>Loaction Map.doc</td> </tr> <tr> <td>2.</td> <td>Site plan</td> <td>Site plan.pdf</td> </tr> <tr> <td>3.</td> <td>Review Criteria</td> <td>Findings.doc</td> </tr> <tr> <td>4.</td> <td>Application</td> <td>Application.pdf</td> </tr> <tr> <td>5.</td> <td>Legal ad</td> <td>VAR Legal AD.docx</td> </tr> </table>			1.	Location Map	Loaction Map.doc	2.	Site plan	Site plan.pdf	3.	Review Criteria	Findings.doc	4.	Application	Application.pdf	5.	Legal ad	VAR Legal AD.docx
1.	Location Map	Loaction Map.doc															
2.	Site plan	Site plan.pdf															
3.	Review Criteria	Findings.doc															
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5.	Legal ad	VAR Legal AD.docx															

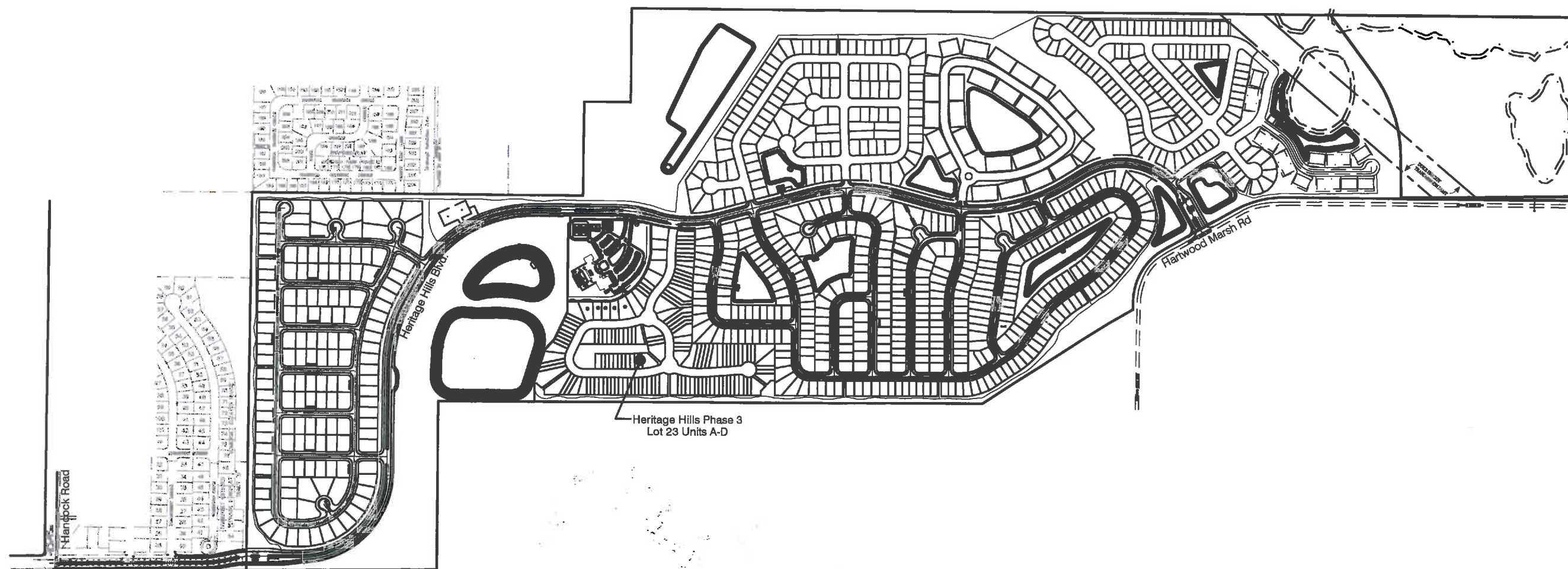




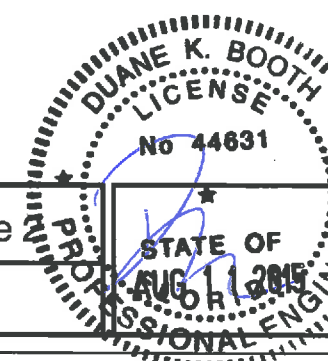
LEGAL DESCRIPTION:
 LOTS 23A, 23B, 23C, AND 23D, HERITAGE HILLS
 SUBDIVISION PHASE 2, PLAT BOOK 63, PAGES 1-7.



Heritage Hills Phase 2		DUANE K. BOOTH, P.E. REG. ENG. #44631 DATE: 7-29-15 JOB NO. 241218.0277
Lot 23 Plot Plan		



Heritage Hills Phase
Location Map



DUANE K. BOOTH, P.E.
REG. ENG. #44631
DATE: 7-29-15
JOB NO. 25121610277

Heritage Hills Rear Yard Setback Variance

The requirements for a variance are as follows:

“Sec. 86-174, Review Criteria and Finding. When reviewing an application for a variance, the board of zoning adjustment shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:”

There are eight items that the applicant is required to respond to. Staff’s comments, based on the eight requirements for a positive finding as they relate to this request, are as follows:

FINDINGS:

- (1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;

Applicant response: Lot 23 is with the Heritage Hills PUD and is the only lot that does not have proper depth to fit the townhome product. This lot backs up to Tract P (open space) and will conform to all building codes relating to separation of structures and fire codes.

Staff comments: Staff does not feel special conditions exist. Staff feels the building size could be altered to fit the lot.

Negative finding

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

Applicant response: The condition created was created by engineer no longer working on this project.

Staff comments: The applicant does have an interest in the property and the variance is being requested by applicant.

Negative finding

- (3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;

Applicant response: This request applies to Heritage Hills CUP only as the setback is set forth in the CUP. Literal interpretation of the CUP requires a 15’ setback. The townhome product developed for this phase does not fit within the setback for this lot.

Staff comments: Other properties within this development have not been granted similar variances.

Negative finding

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

Applicant response: Variance request is not based on desire to reduce cost of construction.

Staff comments: No evidence of decreased costs due to the variance request.

Positive finding

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

Applicant response: Reducing the rear setback from 15' to 9.0' is minimum to build the planned 4 unit townhome and meet setback.

Staff comments: The applicant is trying to maximize the potential use of the site by requesting the variance for a standard product.

Negative finding

- (6) Granting of the variance request will not confer on the applicant any special privilege that is denied by the land development code to other lands, buildings or structures in the same zoning district;

Applicant response: This variance request is unique only to lot 23, Units A,B,C, &D to construct this unit townhome and meet setback.

Staff comments: The City Council has granted similar variance requests in the past for a reduction in setbacks.

Positive finding

- (7) The proposed variance will not substantially diminish property value in, or alter the essential character of the area surrounding the site; and

Applicant response: The proposed variance will enhance property value by allowing construction of this townhome versus developing plans and construction a smaller unit.

Staff comments: The proposed variance does not seem to substantially diminish property values or alter the essential character of the area.

Positive finding

- (8) The granting of the variance will be in harmony with the general intent and purpose of this land development code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

Applicant response: The rear setback variance is unique to Lot 23 and does not impact surrounding properties.

Staff comments: Staff feels that granting the variance will not be in harmony with the general intent and purpose of the land development code that requires a setback of 15 feet from the rear property line.

Negative finding

STAFF RECOMMENDATION:

Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that **five** of the eight that do not meet these findings. Therefore, staff recommends denial of the variance request by the applicant to the Clermont Land Development Code.



CITY OF CLERMONT
VARIANCE
Application

DATE: _____

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): Heritage Hills Phase 2 Lot 23 A-D

APPLICANT: Booth, Ern, Straughan & Hiott, Inc.

CONTACT PERSON: Duane K. Booth

Address: 902 N. Sinclair Avenue

City: Tavares State: FL Zip: 32778

Phone: 352-343-8481 Fax: 352-343-8495

E-Mail: duanebooth@besandh.com

OWNER: Lennar Homes, LLC

Address: 8390 Champions Gate Blvd., Suite 110

City: Champions Gate State: FL Zip: 33896

Phone: 407-744-0047 Fax: _____

Address of Subject Property: 3649 Solana Circle, Units A, B, C, and D, Clermont, FL

General Location: South Hwy. 50 and East of U.S. Hwy. 27,
located along easterly side of Hancock Road and westerly of
Hartwood Marsh Road.

Legal Description (include copy of survey): See attached copy of plot plan
and property record cards.

Land Use (City verification required): PUD

Zoning (City verification required): PUD



CITY OF CLERMONT
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Answers to the following questions are required to complete this application.

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:
Building rear setback in Heritage Hills CUP Agreement states 15' setback.

What are you proposing to do that would require a variance and why? Construction of 4 unit townhome on Lot 23. Engineered building does not fit on this lot and meet setbacks.

How does the Code create a hardship? The 4 unit townhome was created to fit standard lot of 117"W x 107'D. Lot 23 was created not taking into account the curve of the street.

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

Variance requested – subject and code section: Building rear setback per Heritage Hills CUP Agreement (Resolution No. 2014-35) Section 2, No. 3.

Sec. 86-174. Review criteria and findings.

When reviewing an application for a variance, the City Council shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:

(1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;

Lot 23 is within the Heritage Hills PUD and is the only townhome lot that does not have proper depth to fit the townhome product. This lot backs up to Tract P (open space) and will conform to all building codes relating to separation of structures and fire codes.

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

The condition created was created by engineer no longer working on this project.



CITY OF CLERMONT

VARIANCE

Application

Page 3

3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;

This request applies to Heritage Hills CUP only as the setback is set forth in the CUP
Literal interpretation of the CUP requires a 15' setback. The townhome product developed
for this phase does not fit within the setback for this lot.

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

Variance request is not based on desire to reduce cost of construction.

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

Reducing the rear setback from 15' to 9.0' is minimum to build the planned 4 unit
townhome on Lot 23, Units A, B, C, & D.

(6) Granting of the variance request will not confer on the applicant any special privilege that is denied by the land development code to other lands, buildings or structures in the same zoning district;

This variance request is unique only to Lot 23, Units A, B, C, & D to construct this 4 unit
townhome and meet setback.

(7) The proposed variance will not substantially diminish property value in, or alter the essential character of, the area surrounding the site; and

The proposed variance will enhance property value by allowing construction of this
townhome versus developing plans and constructing a smaller unit.



CITY OF CLERMONT
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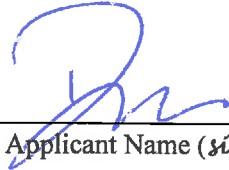
(8) The granting of the variance will be in harmony with the general intent and purpose of this land development code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

The rear setback variance is unique to Lot 23 and does not impact surrounding properties.

Duane K. Booth

Applicant Name (print)

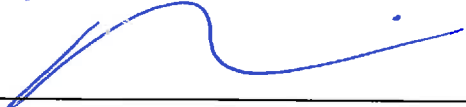
X


Applicant Name (*signature*)

Rob Bonin,

Owner Name (print)

X


Owner Name (*signature*)

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

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY IN PROCESSING AND WILL NOT BE SCHEDULED UNTIL SUCH CORRECTIONS ARE MADE. APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.

City of Clermont

Development Services Department.
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-021 9
(352) 394-4083 Fax: (352) 394-3542

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variance: (1) To allow for a rear yard setback of 9.7 feet – rather than 15 feet as required by the Land Development Code, Section 122-311; at the following location:

LOCATION

Heritage Hills Subdivision, Lot # 23 A, B, C, and D
Solana Circle, Alt. Key 3869548

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

This request will be heard by the City Council at a public hearing to be held on Tuesday, September 8, 2015 at 6:30 P.M. in the Clermont City Hall located at 685 West Montrose Street.

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

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
September 1, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, September 8, 2015		
Agenda Item Name		
Ordinance No. 2015-75, <i>Introduction</i>		
Requested Action		
Move to introduce Ordinance 2015-75.		
Staff Report		
Staff is initiating this proposed change to add a new zoning district, Planned Unit Development (PUD). Section 122 of the Land Development Code has 14 zoning districts that a property may be assigned for a zoning designation. Historically, a PUD has been approved through a Conditional Use Permit (CUP) with the specific conditions contained in the document, but with an underlying zoning district such as Urban Estate. This has caused some confusion when a PUD is processed and finally recorded after approval. Additionally, processing annexations for properties under the Interlocal Service Boundary Agreement (ISBA) process is also more complex if the existing zoning in Lake County is PUD. The City would typically process the related administrative requests for rezoning and a future land use change at the time of the annexation hearings. However, because the City is the applicant with ISBA annexations, the property owner would not sign the related CUP for a PUD. Because a rezoning to a PUD would be by ordinance, it would be signed by City officials and not the property owner. A majority of other governmental jurisdictions have a PUD zoning district. For the new PUD zoning, the application would still be processed the same way, including the majority of the requirements as outlined in Article IV, Planned Unit Developments, of Section 122. A few changes in this article have been proposed, such as reducing the contiguous area of property from 10 acres down to one acre. This recommendation recognizes that land costs have increased significantly, and there are fewer parcels containing 10 contiguous acres. This reduction also encourages redevelopment and infill on smaller sites with some flexibility. The PUD would still have to be presented to the Planning and Zoning Commission and the City Council for review and approval. Staff recommends approval of Ordinance No. 2015-75 to create a new zoning district, Planned Unit Development (PUD).		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance 2015-75 Ordinance.doc		
2. Legal ad PUD Zoning AD.docx		

CITY OF CLERMONT
ORDINANCE No. 2015-75

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, ARTICLE IV PLANNED UNIT DEVELOPMENTS; CHAPTER 122 ZONING, SECTION 122-311 PURPOSE AND INTENT OF ARTICLE; SECTION 122-313 GENERAL REQUIREMENTS; SECTION 122-314 LOCATION; SECTION 122-315 REVIEW CRITERIA; SECTION 122-316 PROCEDURE FOR REVIEW AND APPROVAL; SECTION 122-317 AMENDMENTS TO DEVELOPMENT PLAN; SECTION 122-318 CONFLICTING PROVISIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, EFFECTIVE DATE, AND PUBLICATION.

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, the City of Clermont Planning and Zoning Commission, acting as the Local Planning Agency of the City, has held a public hearing on September 1, 2015 and following such hearing found this Ordinance to be in the best interest of the City of Clermont, and recommended that the City Council adopt this Ordinance; and

WHEREAS, the City Council of the City of Clermont desires to amend Chapter 122 Zoning, of the City of Clermont's Code of Ordinances;

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

SECTION 1.

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

SECTION 2.

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

Chapter 122 – ZONING

ARTICLE IV. - PLANNED UNIT DEVELOPMENTS ~~CREATED THROUGH THE~~ PLANNED UNIT DEVELOPMENT ZONING DESIGNATION

CITY OF CLERMONT
ORDINANCE No. 2015-75

Section 122-311. - Purpose and intent of article.

1. Within zoning districts now existing or which may hereafter be created, it is intended to permit as a conditional use through the planned unit development zoning district, on application and on approval of site, use and building plans, creation of new Planned Unit Developments (PUD) for flexible comprehensive development purposes where tracts suitable in location and character for the uses and structures proposed are to be planned and developed as units. Suitability of such tracts for the plans and development proposed for the Planned Unit Development shall be determined by the City Council upon reference to the Comprehensive Plan, Future Land Use Map, Future Land Use District designations, applicable development plans which have been adopted, and the existing and prospective character of the surrounding development.
2. The purpose of this Article is to encourage the accomplishment of a more complete living environment through the application of enlightened and imaginative approaches to community planning and shelter design. This alternative should introduce a variety of architectural solutions, provide for the preservation of natural features and scenic areas, reduce land consumption by roads, separate vehicular and pedestrian circulation systems, originate approaches to a meaningful integration of open space networks and recreation areas within the development, establish neighborhood identity and focus, and ideally provide for the compatible coexistence of man with the environment. In view of the substantial public advantages of Planned Unit Developments, it is the intent of this Article to promote and encourage development in this form where appropriate in location and character to the surrounding development.

Section 122-312. Definition.

For the purposes of this Land Development Code, a Planned Unit Development means an area with a specified minimum contiguous acreage, as specified by this Land Development Code, to be planned, developed, operated and maintained as a single entity containing a system of structures and uses planned as an integral unit of development having appurtenant common areas, open spaces, yards, building setbacks, and buffer strips, approved in accordance with the provisions of this Land Development Code.

Section 122-313. General requirements.

The following general requirements and special regulations shall apply to all Planned Unit Developments:

1. Minimum area. No site shall qualify for a planned unit development unless the development consists of a contiguous area of at least ~~ten~~one acres or more.

CITY OF CLERMONT
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2. Unified control.

All land included for purposes of development within a Planned Unit Development shall be owned or under control of the petitioner for such zoning designation, whether that petitioner is an individual, partnership or corporation, or group of individuals, partnerships or corporations. The petitioner shall present firm evidence of the unified control of the entire area within the proposed Planned Unit Development and shall state agreement that, if he proceeds with the proposed development, he shall:

- a. Do so in accord with the officially approved final master land use plan of the development, and such other conditions or modifications as may be attached to the special regulations.
- b. Provide agreements, covenants, contracts, deed restrictions, improvements or sureties acceptable to the City Council for completion of the undertaking in accordance with the formally approved final Master Land Use Plan, as well as for the continuing operation and maintenance of such areas, functions, facilities and improvements as are not to be provided, operated and maintained at general public expense.
- c. Bind all development successors in title to any commitments made under Subsections (2) a and b of this Section.

3. Development approval.

Formal approval of all Planned Unit Developments shall be granted according to comprehensive and detailed plans satisfactory to the City Council. Such approval shall be contingent upon specific evaluation of project concept, uses, density or intensity, location, and recreation and open space areas. Items required for such analysis and approval may include but are not limited to:

- a. Plans detailing streets, utilities, lot or building sites, setbacks, impervious surface ratio, landscaping and the like for the overall project; and site plans, floor plans and elevations for all buildings as intended to be located, constructed or used, as related to each other, and detailed for other uses and improvements on the land as related to the buildings and structures.
- b. A program for provision, operation and maintenance of such areas, improvements, facilities and services as will be for common use by some or all of the occupants of the Planned Unit Development, but will not be provided, operated or maintained at general public expense.

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- c. Pertinent research studies, analysis or calculations that satisfactorily identify infrastructure impacts and indicate means for concurrency with warranted improvements.

Section 122-314. Location.

1. A Planned Unit Development may be established in existing zoning districts, or over a combined area of several zoning districts, or in such districts as may be determined by the City Council pursuant to a Planned Unit Development application, where tracts suitable in location and character for the uses and structures proposed are to be planned and developed as a Planned Unit Development, according to the requirements and procedures set forth in this Article. In considering a Planned Unit Development, among the criteria to be used shall be the location and nature of the Planned Unit Development with respect to intended functions and the pattern of development existing or proposed in the general plan or other officially adopted plans, and to public and private facilities and services existing or clearly to be available by the time development reaches the stage where they will be required.
2. The location of the Planned Unit Development shall be designated on the Zoning Map by the designation "PUD" ~~followed by the proper designation of the existing zoning district or districts with the specific Resolution Ordinance No. called out.~~

Section 122-315. Review criteria.

In reaching recommendations and decisions on the granting of approval for a Planned Unit Development, the following standards shall be used:

1. Location.
 - a. Relation to major transportation facilities.

The criteria to be considered for location of a Planned Unit Development are its location with respect to local streets, collector streets, minor arterials or major arterials, and other transportation facilities, including frontage or reverse frontage roads, or the creation thereof, so as to provide direct access to such areas, thereby minimizing the creation or generation of traffic along local and collector streets in residential neighborhoods or other areas outside the Planned Unit Development.

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b. Relation to public utilities, facilities and services.

The criteria to be considered are the location of the Planned Unit Development in relation to sanitary sewers, potable water lines, stormwater and surface drainage water systems, and other utilities, systems and installations, or such information as will allow the determination as to whether the extension or enlargement of such systems in manner, form, character, location, degree, scale or timing may result in higher net public cost or earlier incursion of public cost than would development in forms generally permitted under existing zoning for the area. Such Planned Unit Development districts shall be so located with respect to necessary public facilities as to have access to such facilities in the same degree as would development permitted under existing zoning, and shall be so located, designed and scaled that access for public services is equivalent to, and the net costs for such services is not greater than, access and net costs for public services for development as permitted under existing zoning. A further criterion is the applicant's agreement to:

1. Provide adequate and appropriate facilities, utilities or services approved by the City Council to meet the needs arising out of the Planned Unit Development, and ensure their satisfactory continuing operation permanently or until appropriate public utilities, facilities or services are available and used; or
2. Make provisions acceptable to the City Council if required for offsetting any added net cost or early commitment of public funds made necessary by such development. Expenses involved in making such determinations as may be required in establishing this information shall be paid by the applicant. Final determination of these matters shall be made by the City Council.

c. Physical character of site and relation to surrounding property.

1. The site shall be suitable for development in the manner as approved under the Florida Building Code, and the applicable state, county and city laws.
2. The natural topography, soils, natural vegetation and surface water should be preserved and utilized through the careful location and design of circulation ways, buildings and structures, parking areas, recreation areas, open space and drainage facilities.
3. Buildings and recreation areas should be situated to take full advantage of natural air flow, sun angle and scenic vistas.

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2. Uses, density, open space, living area per family and other regulations.

Within a Planned Unit Development, any principal and accessory use, density, intensity, setbacks, impervious surface ratio, open space, living area per family and other regulation may be permitted which is already permitted in the existing zoning districts or Planned Unit Development districts as may be determined by the City Council pursuant to a Planned Unit Development application, in which such Planned Unit Development is located. The arrangement and location of the permitted principal and accessory uses may not be subject to the existing zoning regulations, but shall be subject to the approval of the City Council. Deviations from the permitted principal and accessory uses, density, intensity, setbacks, impervious surface ratio, open space, living area per family, and other regulations may be granted upon approval of the Planned Unit Development ~~conditional use permit~~ application by the City Council. Criteria to be considered by the City Council for approval of deviations as described in this Subsection may include but are not limited to:

- a. Private renewal and redevelopment that creates a better urban environment through the assembly of land;
- b. Providing of public useable open space through the provision of plazas, parks and walkways;
- c. Clearance of obsolete, blighted or undesirable buildings and uses;
- d. Dedication of waterfront protection and enhancement of views for the public, especially lakefront and riverfront areas;
- e. Preservation of historical structures and areas;
- f. Provision of parks or other landscaping which will enhance the environment; and
- g. Other public benefits.

Section 122-316. Procedure for review and approval.

1. Pre-application procedure (~~recommended~~ required).
- a. Before any preliminary work is prepared, the developer should become familiar with the regulations and requirements for a Planned Unit Development in order to avoid ponderous expenditures of time, effort and money, only to find that unnecessary costly changes are required by the City Council to make the plans conform to existing requirements.

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- b. The pre-application conference is designed to afford the developer an opportunity to avail himself of the advice and assistance of the appropriate city officials regarding the proposed project before formal application. No statement or representation made prior to the official review shall be binding on the Planning and Zoning Commission or the City Council.
- c. The developer should prepare or have prepared a conceptual sketch plan showing the boundaries of the property to be developed, and physical information should also be readily available. The sketch plan need not be at any particular scale or drawn on any special material or meet any other specifications. However, the drawing should reasonably represent the property and reasonably indicate the intended use of the property.

2. Application for ~~conditional-use permit~~ Planned Unit Development.

An applicant applying for a ~~conditional-use permit~~ Planned Unit Development shall submit an application for a Planned Unit Development in accordance with the provisions of Chapter 86, Article III, Division 3. The application shall be filed in the office of the ~~director of Planning~~ Manager on or before the date established for such submission as adopted by resolution of the City Council. The application shall be accompanied by the following documents and information:

a. Evidence of unified control.

The applicant shall submit the evidence of unified control of the proposed Planned Unit Development to effectuate the proposed plan, including a statement of all the ownership in the tract of land and the proposed development.

b. Survey.

The applicant shall submit a survey of the tract to be developed showing existing features of the property, including but not limited to streets, alleys, easements, utility lines, existing land use, general topography and physical features.

c. Site development plans.

The applicant shall submit site development plans containing:

- 1. The title of the project and names of the professional project planner and the developer.
- 2. Scale, date and north arrow.

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3. Location and arrangement of all existing and proposed structures and buildings.
 4. Proposed traffic circulation pattern within the development.
 5. Areas to be developed for parking.
 6. The points of ingress and egress.
 7. The relationship of abutting land uses and zoning districts.
 8. Proposed phases, lots and blocks, if any.
 9. Locations of different uses proposed by dwelling types, recreational facilities, open space, commercial or industrial uses, other permitted uses and off-street parking.
 10. A statement of anticipated residential density or other commercial or industrial intensity of uses, including, when applicable, the proposed total gross floor area and the percentages of the development to be occupied by structures or buildings including square footage and floor area ratio.
 11. ~~County pollution control board~~, St. Johns River Water Management District or other jurisdictional agency approval as to drainage, if applicable.
 12. Preliminary drawings of existing and proposed structures and landscaping.
- d. Development schedule.

When a Planned Unit Development is to be constructed in stages, a schedule of development shall be submitted with anticipated time frames. ~~No such stage shall have residential density that exceeds the proposed density of the entire PUD. When a PUD provides for common open space at any stage of development, it shall, at a minimum, bear the same relationship as the total open space to be provided in the entire development.~~

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- e. Traffic survey and economic feasibility study.

When it is deemed necessary:

1. The Planning and Zoning Commission or the City Council may require a traffic survey setting out and analyzing the effect that the Planned Unit Development will have on the traffic system adjacent to and in the vicinity of the proposed Planned Unit Development.
2. The City Council may require an economic feasibility study.

- f. Provisions for maintenance of open space and recreational facilities.

When a Planned Unit Development includes common open space or recreational facilities, a statement describing the provisions for the care and maintenance of such open space or recreational facilities must be made. Satisfactory provisions shall be made to ensure that nonpublic areas and facilities for the common use of occupants of the Planned Unit Development, but not in individual ownership of such occupants, shall be maintained in satisfactory manner without expense to the taxpayers of the City. This may be provided by the incorporation of an automatic membership home association for the purpose of continuously holding title to such nonpublic areas and facilities, and levying assessments against each individual owner; whether his property is improved or not, for the purpose of paying the taxes and maintaining such nonpublic areas and facilities, which may include but shall not be limited to recreational areas, off-street parking areas, walkways, lighting and common landscaped areas. Such assessments shall be a lien superior to all others, including but not limited to mortgage liens, save and except tax liens. Other methods may be acceptable, if the method positively provides for the proper and continuous payment of taxes and maintenance without expense to the taxpayers of the City. The instrument incorporating such provisions shall be approved by the City Attorney as to form and legal sufficiency before submission to the City Council and shall be, upon approval of the ~~conditional use permit for a~~ Planned Unit Development by the City Council, recorded in the public records of the county.

- g. Restrictive covenants.

Copies of any restrictive covenants that are to be recorded with respect to property included in the Planned Unit Development shall be submitted.

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3. Action on preliminary development plan.

After receiving the application, the administrative official, the City Manager or his designated representative, shall review the development plan. During the review, the administrative official may request the applicant to confer on the Planned Unit Development concerning any suggested changes in the original proposal and additional information necessary to make essential findings. In the course of the conferences, any agreements or disagreements between the administrative official and the applicant shall be recorded in writing and shall become part of the record.

4. Platting requirements.

If it is determined by the City Council that the lands encompassed by the Planned Unit Development must be platted or re-platted, this must be done in accordance with the procedures and regulations set forth by the Codes and Ordinances of the City.

5. Recommendation by administrative official.

The administrative official shall either recommend approval of the application as submitted, approval with modifications, or disapproval of the proposal, and shall set forth the reasons for the recommendation.

6. Hearing and recommendation by Planning and Zoning Commission. The Planning and Zoning Commission shall, within 30 days after receiving the administrative official's report, hold a public hearing on the application. Such public hearing shall consider all aspects of the administrative official's findings, and of the proposed Planned Unit Development. Within 30 days after the last public hearing on such plan, the Planning and Zoning Commission shall prepare and transmit to the City Council specific findings of fact, together with its recommendations. The Planning and Zoning Commission may recommend approval of the Planned Unit Development as proposed, approval conditional on stated modifications, or disapproval.

7. Action by City Council.

a. Granting or denial.

The City Council shall, within 30 days after receiving the Planning and Zoning Commission's report, hold a public hearing on the application. Such public hearing shall consider all aspects of the Planning and Zoning Commission's findings, and of the proposed Planned Unit Development. The City Council shall either grant the application, with or without modifications, or deny such application. If the ~~conditional-use permit~~ Planned Unit Development is granted, the area of land involved shall be designated as a ~~conditional-use~~ Planned Unit Development by resolution ordinance, and such ~~resolution ordinance~~ shall include any condition or restriction that may be imposed by the City Council.

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b. Performance bond.

A performance bond may be required by the City Council to ensure that necessary improvements are completed according to approved development permits and development orders, to ensure that no ecological damage is done to surrounding properties or waters, and to ensure the restoration of the subject land to a state that would permit no ecological damage if the project should fail or be abandoned or work stopped for any reason for a period of more than six months, and the bond shall be utilized by the city council in the restoration, as nearly as possible, of the land to a state equivalent to the natural ecological conditions prevailing at the time of the issuance of the ~~conditional-use permit~~ Planned Unit Development. The bond shall terminate at a time after phase or stage completion or final completion as determined by the City Council. The bond may be a surety bond, a cash bond, or an unencumbered certificate of deposit, bank savings account or government security assigned to the City for the purpose of these requirements.

8. Effect of approval.

The Master Land Use Plan as approved, together with the conditions and restrictions imposed, shall constitute the ~~conditional-use permit and~~ Planned Unit Development zoning on the land, and no development permit or development order shall be issued except in conformity with all provisions of the grant of ~~conditional-use~~ Planned Unit Development. The terms of the grant of ~~conditional-use~~ the Planned Unit Development shall be binding on the applicant and any successors in interest during any time period specified as a safeguard in the granting of the ~~conditional-use~~ Planned Unit Development.

9. Expiration of approval.

If development actions required by the ~~grant of conditional-use~~ granting of the Planned Unit Development are not taken within any time limits set in the ~~grant of conditional-use~~ Planned Unit Development, the Planning and Zoning Commission shall review the circumstances and recommend to the City Council that:

- a. Revised time limits be set, and the recommendation shall include proposals for appropriate action in respect to any legal instruments involved in the case; or
- b. The ~~grant of conditional-use~~ Planned Unit Development be canceled.

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10. Development permits.

Development (building) permits shall be obtained for each and every structure erected, and construction and operation of the proposed use shall comply at all times with the regulations of the City and other governmental agencies. Prior to the issuance of any development permits, complete building plans shall be submitted to the City for approval. The plans shall be in substantial conformity with plans approved by the Planning and Zoning Commission and City Council. Separate facilities deemed possible sources of pollutants shall have received approval from appropriate federal, state, county and city departments or agencies prior to construction.

Section 122-317. Amendments to development plan.

Changes in plans approved as part of the ~~grant of conditional use~~ Planned Unit Development under this Article may be permitted upon application by the petitioner or his successors in title or interest, but only upon a finding that any such changes are in accord with all regulations in effect when the change is requested and the general intent and purpose of the Comprehensive Plan in effect at the time of the proposed change. Application for approval of such amendment shall be filed and acted upon in the same manner as prescribed in this Article for original application for approval of Planned Unit Development projects.

Section 122-318. Conflicting provisions.

After public hearings and upon the findings by the Planning and Zoning Commission and the City Council that the grant of a ~~conditional use~~ Planned Unit Development in the particular case serves a greater public purpose as to design of the particular plan and its relationship to the surrounding area, it is intended that, where there are conflicts between the requirements of this Article and other provisions of this Land Development Code, the provisions of this Article shall apply.

Section 122-319. Application fees.

Fees for Planned Unit Development application shall be established by resolution of the City Council and on file in the City Clerk's office.

Section 122-320—122-340. - Reserved.

CITY OF CLERMONT
ORDINANCE No. 2015-75

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 22nd day of September, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

LEGAL NOTICE

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

ORDINANCE NO. 2015-75

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 122 ZONING, SECTION 122, ARTICLE III DISTRICTS; ARTICLE IV PLANNED UNIT DEVELOPMENTS; PROVIDING FOR CODIFICATION; SEVERABILITY; EFFECTIVE DATE; AND PUBLICATION.

This ordinance will be considered by the Planning & Zoning Commission on Tuesday, September 1, 2015 at 6:30 P.M.

A public meeting to consider the ordinance will be held before the City Council on Tuesday, September 22, 2015 at 6:30 p.m. for final enactment.

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

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

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

Tracy Ackroyd
City Clerk

Daily Commercial
August 25 and September 8, 2015