



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, November 12, 2019**

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. Each speaker will be permitted 3 minutes to address the Council. These time limits may be changed by the Mayor. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATIONS

Bonnie McGuire Award

Jennifer Pierce, Fire Marshall of the Year

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 approval of the October 22, 2019 Council Meeting minutes.

Item No. 2 - Surplus Request

Consider declaring end of life inventory as surplus from the departments of: Public Works, Finance, Development Services, Information Technology, and Environmental Services, and dispose of in accordance with the Purchasing Policy.

Item No. 3 - Revised Pay and Classification Schedule and Budget Amendment

Consider approval of a revised Pay and Classification Schedule and budget amendment to all funds in the amount of \$255,766.

Item No. 4 - Collective Bargaining Agreement

Consider agreement approval with the International Association of Firefighters, AFL-CIO, Clermont Professional Firefighters Local 4350.

Item No. 5 - Bid Award and Budget Amendment

Consider awarding bid to Mack Concrete Industries, Inc. to provide construction of Sunburst WTP screening wall in the amount of \$321,779 and a budget amendment to the water fund for the same amount.

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- | | |
|---------------------------------------|--|
| Item No. 6 - Piggyback Contract | Recommend request to piggyback Florida Sheriff's Association contract with Bozard Ford and Garber Ford to purchase vehicles in the total budgeted amount of \$242,775. |
| Item No. 7 - Piggyback Contract | Consider approval to piggyback the Florida Sheriffs Association contract with Futch's Tractor Depot, Inc. to purchase vehicles in the total budgeted amount of \$53,066.56. |
| Item No. 8 - Contract Approval | Consider approval of the Stormwater Master Plan Update proposal from Tetra Tech in the budgeted amount of \$88,837.00. |
| Item No. 9 - Contract Award | Consider awarding contract to Charles Abbott Associates, Inc.; Joe Payne, Inc.; Absolute Civil Engineering Solutions, LLC.; and M.T. Causley, LLC. for commercial and residential building inspection and plans review services. |
| Item No. 10 - Contract Award | Consider awarding contract to Tetra Tech, Inc. to provide engineering design services for the water reclamation facility expansion in the negotiated budgeted amount of \$1,174,467. |
| Item No. 11 - Resolution No. 2019-29R | Consider approval of revised Purchasing Policy. |
| Item No. 12 - Resolution No. 2019-31R | Consider approval of revised Property Control Policy. |
| Item No. 13 - Resolution No. 2019-35R | Consider approval of resolution to amend the FY 2019 Budget. |

UNFINISHED BUSINESS

- | | |
|---|--|
| Item No. 14 - Ordinance No. 2019-30 <i>Final Hartwood Properties Table to December 10, 2019</i> | Consider rezoning 80+/- acres located 1/4 mile south of Hartwood Marsh Road, east of US Hwy 27 for a Planned Unit Development consisting of C-2 General Commercial uses. |
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Item No. 15 - Ordinance No. 2019-31 *Final*
Bradshaw North
Table to December 10, 2019

Consider ordinance to annex 16.7 +/- acres located northeast of the intersection of US Hwy 27 and Schofield Road.

Item No. 16 - Ordinance No. 2019-33 *Final*
Bradshaw North
Table to December 10, 2019

Consider rezoning 16 +/- acres located northeast of the US Hwy 27 and Schofield Road intersection from Urban Transition to C-2 General Commercial.

NEW BUSINESS

Item No. 17 - Conditional Use Permit Discussion

This is for discussion of the Masons Ridge Townhome project at the corner of Pitt St. and Grand Highway.

Item No. 18 - Joint Planning Area (JPA) Review

Islamic Center of Clermont

Item No. 19 - Ordinance No. 2019-06 *Introduction*
South Lake Crossing PUD

Consider an ordinance for a mixed-use project consisting of 1,850 residential units, 500,000 square feet of office use, and 300,000 square feet of commercial use on 743 acres located 1.75 miles south of Hartwood Marsh Road, east of US 27.

Item No. 20 - Ordinance No. 2019-28 *Introduction*
Vacation Rentals

Consider ordinance to amend the Code of Ordinances, Chapter 122 Zoning, Section 360 Vacation Rental Permit Regulations.

Item No. 21 - Ordinance No. 2019-44 *Introduction*
Rocky Mount Commercial Ph 2

Consider rezoning 10.8 acres +/- from Urban Estate to C-2 General Commercial for property fronting on Hooks Street between Ford of Clermont and Dicks Sporting Goods.

Item No. 22 - Ordinance No. 2019-46 *Introduction*
Hancock Commons Apartments

Consider an ordinance to allow 281 multi-family units on a 16.499 acre parcel northeast of the Hooks Street and Hancock Road intersection.

Item No. 23 - Ordinance No. 2019-47 *Introduction*
Heritage Square Distillery

Consider zoning change from M-1 Industrial to Planned Unit Development for property located at 901 12th Street.

Item No. 24 - Ordinance No. 2020-03 *Introduction*
CarMax

Consider annexation of vacant parcel located east of CR 455 and north of SR 50, adjacent to the East Town Center Publix Plaza.

**CITY OF CLERMONT
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Item No. 25 - Ordinance No. 2020-04 *Transmittal*
Carmax CPA

Consider change to the future land use from Lake County High Density and Regional Commercial to Clermont Commercial for vacant parcel located east CR 455 and north of SR 50, adjacent to the East Town Center Publix Plaza.

ADJOURN

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and to stand and recite the Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Council Chambers or exit the City Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

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

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

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
October 22, 2019

The City Council met in a regular meeting on Tuesday, October 22, 2019 in the Clermont City Council Chambers. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Brishke, Travis, Bates, and Mullins. Other City officials present were Deputy City Manager Kinzler, City Attorney Mantzaris, and Deputy City Clerk Zinker.

INVOCATION AND PLEDGE OF ALLEGIANCE

Kendall Anderson gave the invocation followed by the Pledge of Allegiance.

PUBLIC COMMENTS

There were no comments.

REPORTS

Deputy City Manager Kinzler reported the Grand Fondo occurred on October 13, 2019 and the swearing in of the new Fire Chief, David Ezell, occurred on October 18, 2019. The Harvest festival and the Halloween 5k will occur on October 26, 2019.

Deputy City Manager Kinzler stated Consent Agenda Item No. 4 has been withdrawn and the applicant for Items No. 9 and 10 requested for them to be tabled to November 19, 2019.

Item No. 9 – Ordinance No. 2019-05, *Final, South Lake Crossing*

Deputy City Clerk Zinker read Ordinance No. 2019-05 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.

Council Member Bates moved to table Ordinance No. 2019-05 to November 19, 2019; seconded by Council Member Brishke. The motion passed with all members present voting aye.

Item No. 10 – Ordinance No. 2019-06, *Final, South Lake Crossings*

Deputy City Clerk Zinker read Ordinance No. 2019-06 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, an effective date and publication.

Council Member Bates moved to table Ordinance No. 2019-06 to November 19, 2019; seconded by Council Member Brishke. The motion passed with all members present voting aye.

Deputy City Manager Kinzler reported Agenda Item No. 11, 12, and 13 were withdrawn.

City Attorney Mantzaris – No report.

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October 22, 2019

Council Member Bates thanked Council Member Mullins for his service on the Council.

Council Member Mullins reported he attended the first annual Harvest Breakfast for Groveland.

Council Member Travis reported she participated in the Grand Fondo and thanked the Police Department for their effort with the event. Later that month, she attended Carle Bishop's retirement ceremony at the Arts and Recreation Center. On October 18, she attended the swearing-in ceremony for the new Fire Chief. Tomorrow, she will attend the Metropolitan Planning Organization meeting in Lady Lake.

Council Member Brishke reported on October 17, she attended former Fire Chief Bishops' retirement event. Council Member Brishke requested for the City to get a cake to celebrate Council Member Mullins' last meeting.

Mayor Ash reported on October 14, she was at the Black Box Theater for the promotions of several Clermont Police Officers. On October 17, she attended the retirement celebration honoring Fire Chief Carle Bishop at the Arts and Recreation Center. Chief Bishop's high standards and vision created a department that is ranked as one of the most outstanding in the county, state, country and the world. In recognition of his service to Clermont, the administration building at Fire Station 1 will be named the Carle Bishop Administration Building. On October 18, she attended the Fire Department's Change of Command Ceremony in the Council Chambers. One of the most moving moments of the day took place at Fire Station 1 following the ceremony where Chief Bishop made his Last Call which was followed by different stations and agencies acknowledging his last call and wishing him well. Clermont's new Fire Chief, David Ezell, spent 25 years serving in the Fire Department in Bradenton. On October 19, she attended her monthly coffee with the Mayor at the National Training Center. Mayor Ash thanked Communications Director Deen for her hard work with keeping the information updated every month for the coffees. The next coffee will not be held until January due to the holidays. Yesterday, she attended the Lake Apopka Natural Gas District Board meeting for updates on the expansion of gas service to new developments and the budget.

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 approval of October 8, 2019 Council Meeting minutes. |
| Item No. 2 – Bid Award | Consider bid award to AGH Management LLC to provide athletic field turf maintenance in the estimated annual budgeted amount of \$222,683.40. |
| Item No. 3 – Piggyback Contract | Consider request to piggyback the Florida Sheriffs Association contract number FSA18-VEH16.0 with Container Systems & Equipment Company, Inc. to purchase two (2) side-loader trucks in the budgeted amount of \$625,922. |
| Item No. 4 – Resolution No. 2019-30R
Withdrawn | Consider approval of an updated Comprehensive Fee Schedule. |

City of Clermont
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October 22, 2019

- Item No. 5 – Resolution No. 2019-32R** Consider approval of an Investment Policy for the City of Clermont 457(b) Deferred Compensation and 401(a) Defined Contribution Employee Retirement Plans.
- Item No. 6 – Resolution No. 2019-33R** Consider approval of an amended City of Clermont 401(a) Defined Contribution Employee Retirement Plan Document and Adoption Agreement.
- Item No. 7 – Resolution No. 2019-34R** Consider approval of an amended City of Clermont 457(b) Deferred Compensation Employee Retirement Plan Document and Adoption Agreement.
- Item No. 8 – Event and Open Container Request** Consider allowing the South Lake Chamber of Commerce to have an open container area for the “Taste of South Lake” event on November 7, 2019 at Waterfront Park.

Council Member Mullins moved to approve Consent Agenda Items 1, 2, 3, 5, 6, 7, and 8; seconded by Council Member Bates. The motion passed with all members present voting aye.

UNFINISHED BUSINESS

Item No. 14 – Ordinance No. 2019-02, *Final, Clonts Groves*

Deputy City Clerk Zinker read Ordinance No. 2019-02 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, providing for the annexation of a certain parcel of land contiguous to the present city boundaries; providing for an effective date, severability, recording, and publication.

Item No. 15 – Ordinance No. 2019-03, *Final, Clonts Groves*

Deputy City Clerk Zinker read Ordinance No. 2019-03 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.

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NEW BUSINESS

Item No. 16 – Clonts Groves Development Agreement

Planning Manager Kruse presented the applicant's request for voluntary annexation, Comprehensive Plan Amendment, and Developer's Agreement. The property of approximately 55 acres, is located southeast of the intersection of US Highway 27 and Schofield Road. The property has been historically used for agricultural uses. The property is located within the Interlocal Service Boundary Agreement and the Joint Planning Area. The applicant is requesting city services for the project, which the City can fully serve. The property is contiguous with City limits to the east and southern property line. The City and County are working closely to coordinate master infrastructure and job creation efforts in the area. The Central Florida Expressway Authority recently approved the study for the new expressway corridor. Staff recommended approval of annexation. The applicant is also requesting an amendment to the City's Future Land Use map to change the property's category to the City's Master Development Plan. The applicant envisions a project that incorporates multi-family, commercial, retail, and office uses. The applicant has not applied for a rezoning request and will be assigned the default zoning of Urban Transition District upon annexation. The City received 5 responses from the agencies reviewing the transmittal package. Four of the responses had no comment and one response from the Lake County School Board expressed concern over student capacity and available school sites in the Wellness Way Area. Staff recommended approval to change the property to the City's Master Planned Development Future Land Use. The owner, Clonts Groves, is requesting a development agreement for the subject property. The owner is requesting a density of up to 12 dwelling units per acre, with an anticipated 600 multi-family units, and a maximum of 152,500 square feet of commercial uses. Once a specific development plan has been decided upon, a Planned Unit Development rezoning application will be submitted to the City for consideration. Until such time, the applicant is requesting the property to be used for agricultural uses under the Urban Transition zoning. Staff recommended approval of the Development Agreement with the understanding the owner will rezone the property to a Planned Unit Development at a later date.

Cecilia Bonifay, Akerman Law Firm, representative of the applicant, stated the applicant has worked with the City and the surrounding property owners for over a year to work on the vision and needs for the area. The property is getting all of their utilities from the City. All of the priorities in the road development network are included in the Developers Agreement. When it was no longer economically feasible for the owners to be citrus farmers, the applicant participated with the Wellness Way project to come up with how best this property could be used. The Developers Agreement dictates what the future developer will have to do with the property and the property would have to return to Council for future approval. Even if the property was sold and purchased tomorrow, the Developers Agreement dictates the developer would have to return to the Council for approval of a Planned Unit Development request before developing. Utility drainage is also being provided for in the proposed Developers Agreement.

Mayor Ash opened the Public Hearing. There were no comments. Mayor Ash closed the Public Hearing.

Council Member Bates expressed excitement for the proposed project but concerns with schools.

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Council Member Travis expressed concerns with schools for the area and inquired about the effect the moratorium on multi-family will have on the subject project. City Attorney Mantzaris stated the permitting for a multi-family project on the subject property will have to return to the City Council for final approval once the moratorium has expired. The current request is only changing the future land use category.

Council Member Brishke expressed concern with the possibility of 600 multi-family homes.

Mayor Ash expressed concerns with school capacity for the area.

Council Member Mullins inquired about commercial and apartments usage. Attorney Bonifay stated the applicant took what is in the City's code which allows for a mix of commercial, office, and multi-family usage. The proposed values are only the maximum limits and not the set number. Deputy City Manager Kinzler stated the specific developing details will return to Council at a later date for approval.

Council Member Mullins expressed support for creating jobs on US Highway 27.

Council Member Travis inquired about any land set aside for schools. Attorney Bonifay stated the School Board were not present at the meetings and as a result is not sure if any land is being set aside for future school use. Deputy City Manager Kinzler stated the School Board has become more engaged and has begun attending the meetings.

Council Member Bates inquired about land set aside by the Olympus project. Deputy City Manager Kinzler stated the Olympus project set aside parcels of land for a new Fire and Police Department.

Council Member Travis moved to approve Ordinance No. 2019-02; seconded by Council Member Brishke. The motion passed with 5 to 0 with a roll call vote.

Council Member Bates moved to approve Ordinance No. 2019-03; seconded by Council Member Travis. The motion passed with 5 to 0 with a roll call vote.

Council Member Bates moved to approve Item No. 16; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Item No. 17 – Resolution No. 2019-26R, Highland Ranch

Deputy City Clerk Zinker read Resolution No. 2019-26R aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, to allow an amendment to a Conditional Use Permit (Resolution No. 2016-10) to amend the (PUD) Master Development Plan to convert a designated commercial parcel to residential use for the development of single family residential lots.

Development Services Director Henschel presented the applicant's request for an amendment to their existing Planned Unit Development Conditional Use Permit. The mixed use development was approved for to allow up to 1,200 residential dwelling units and up to 100,000 square foot of commercial development on 579 acres. The applicant is requesting to convert a four acre designated commercial parcel to residential use; and combine with the residential parcel known as Canyons Phase 6. The proposed amendments will not increase the total number of residential units approved for the Highland Ranch Planned Unit Development, which will not exceed the maximum allowed of 1,200 dwelling units. Staff reviewed the applicant's application and recommended approval of the Conditional Use Permit.

Bryan Gaines, Waldrop Engineering, P.A., representing applicant, was present to answer any questions.

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Mayor Ash opened the Public Hearing. There were no comments. Mayor Ash closed the Public Hearing.

Council Member Mullins expressed support for minimizing the commercial use area.

Council Member Travis inquired about access on to Hancock Road. Mr. Gaines stated there would be no access on Hancock Road.

Council Member Bates inquired about the number of homes. Mr. Gaines stated the number of homes to be developed will not change.

Council Member Bates moved to approve Resolution No. 2019-26R; seconded by Council Member Travis. The motion passed with all members present voting aye.

Item No. 18 – Ordinance No. 2019-30, *Introduction, Hartwood Properties*

Deputy City Clerk Zinker read Ordinance No. 2019-30 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, recording, and publication.

Council Member Bates moved to introduce Ordinance No. 2019-30; seconded by Council Member Brishke. The motion passed with all members present voting aye.

Item No. 19 – Ordinance No. 2019-33, *Introduction, Bradshaw North*

Deputy City Clerk Zinker read Ordinance No. 2019-33 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.

Council Member Bates moved to introduce Ordinance No. 2019-33; seconded by Council Member Travis. The motion passed with all members present voting aye.

City of Clermont
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ADJOURN: With no further comments, this meeting adjourned at 7:34pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

**AGENDA ITEM**

Meeting Date	
Tuesday, November 12, 2019	
Agenda Item Name	
Surplus Request	
Requested Action	
Request to approve and declare end of life inventory as surplus from the Public Works Department, Finance Department, Development Services Department, Information Technology Department, and Environmental Services Department and dispose of in accordance with the Purchasing Policy.	
Staff Report	
The Purchasing Department, on behalf of the Public Works Department, Finance Department, Development Services Department, Information Technology Department, and Environmental Services Department recommends approval of the above action. Public Works Department Qty: Property Description (1) 2005 Ford F250 129,057 miles (1) 2006 Bobcat Excavator 1586 hours (1) 5030 Tire Changing Machine (1) 1994 Ford 1720 Tractor 4260 hours (1) 2005 Ford F150 82,301 miles (1) 2006 Ford F150 110,976 miles Finance Department Qty: Property Description (1) Konica Minolta Bizhub C360 Copier Development Services Department Qty: Property Description (2) Konica Minolta Bizhub C360 Copier Information Technology Qty: Property Description (1) Dell Rack Mount Server Environmental Services Qty: Property Description (400) Otto 95/65 gal. Broken Trash Carts (1) 1990 Handmade Trailer 8x10 Dual Axle	
Additional Analysis	

Fiscal Impact Summary		
Surplus Property is anticipated to be sold for approximately \$15,000.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Public Works Property Disposal Forms	Public Works Property Disposal Forms.pdf	
2. Finance Property Disposal Form	Finance Property Disposal Form.pdf	
3. Development Services Property Disposal Forms	Development Services Property Disposal Forms.pdf	
4. Information Technology Property Disposal Form	Information Technology Property Disposal Form.pdf	
5. Enviornmental Services Property Disposal Forms	Enviornmental Services Property Disposal Forms.pdf	



PROPERTY DISPOSAL FORM

Dept. / Division: PW /STREETS Property Tag #: 10245
Contact Person: TIM CAYTON Phone: 352-394-7177
Year / Make / Model: 2005 FORD F250 Vehicle No. 5233
Miles / Hours: 129,057 Serial / VIN: 1FDNF21535EB86553
Description of Property FORD F250 4X4 WITH UTILITY BODY / WHITE

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** AGE AND CONDITION / BAD ENGINE / NOT COST EFFECTIVE TO REPAIR

Director Signature: 

Date: 10-21-19

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: PW /STREETS Property Tag #: 11074
Contact Person: TIM CAYTON Phone: 352-394-7177
Year / Make / Model: 2006 BOBCAT 323 J Vehicle No. 5391
Miles / Hours: 1586 hrs Serial / VIN: 562417102
Description of Property 2006 BOBCAT 323 MINI ESCAVATOR

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** AGE AND CONDITION / ARM NEEDS REBUILT EXCESSIVE WEAR / HYD HOSES NEED
REPLACED / REPLACED WITH NEW EXCAVATOR IN 2019

Director Signature: [Signature]

Date: 10-21-19

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FLEET Property Tag #: 10538
Contact Person: TIM CAYTON Phone: 352-394-7177
Year / Make / Model: 5030E RIM CLAMP TIRE CHANGER Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: N/A
Description of Property 5030E TIRE CHANGING MACHINE

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** AGE AND CONDITION / REPLACED WITH A NEW MACHINE IN 2018

Director Signature: [Signature]

Date: 10-21-19

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: 10057
Contact Person: TIM CAYTON Phone: 352-394-7177
Year / Make / Model: 1994 FORD 1720 TRACTOR Vehicle No. 4347
Miles / Hours: 4260 HRS Serial / VIN: UL35835
Description of Property 1984 FORD 1720 TRACTOR / BLUE

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** THE CITY NO LONGER HAS A USE FOR THIS TRACTOR / AGE AND CONDITION.

Director Signature: [Signature]

Date: 10-21-19

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: 10044
Contact Person: TIM CAYTON Phone: 352-394-7177
Year / Make / Model: 2005 FORD F150 Vehicle No. 4248
Miles / Hours: 82,301 Serial / VIN: 1FTRF12W95NB22833
Description of Property 2005 FORD F150 LONG BED / WHITE

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** AGE AND CONDITION THIS TRUCK WAS REPLACED WITH A NEW TRUCK AND HAS BODY DAMAGE ON ALL SIDES OF THE TRUCK

Director Signature: [Signature]

Date: 10-21-19

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: 10593
Contact Person: TIM CAYTON Phone: 352-394-7177
Year / Make / Model: 2006 FORD F150 EX CAB Vehicle No. 5238
Miles / Hours: 110,976 Serial / VIN: 1FTRX12W86NA80752
Description of Property 2006 FORD F150 EX CAB / WHITE

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** AGE AND CONDITION. A/C NOT WORKING AND OTHER ISSUES. REPLACED WITH NEW

Director Signature: [Signature]

Date: 10-21-19

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: FINANCE Property Tag #: n/a
Contact Person: Becki Young Phone: 352-241-7367
Year / Make / Model: BizHub 360 Vehicle No. _____
Miles / Hours: _____ Serial / VIN: 9478-6379
Description of Property Konica Minolta BizHub 360 Copy Machine

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** _____

* Director Signature: _____

Date: Oct 4, 2019

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: DEV. SERVICES/BLDG SVCS Property Tag #: NONE WAS ASSIGNED
Contact Person: Rosalee Cohen Phone: 352-241-7314
Year / Make / Model: MODEL #F1C502 Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: SERIAL #A0ED011010059
Description of Property KONICA MINOLTA - BIZHUB C360 COPIER; COPIER ID# 9478-6373

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** _____

Director Signature: 

Date: 10/01/2019

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: DEV. SERVICES/DEV. SVCS Property Tag #: NONE WAS ASSIGNED
Contact Person: Rosalee Cohen Phone: 352-241-7314
Year / Make / Model: MODEL #F1C502 Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: SERIAL #A0ED01101011571
Description of Property KONICA MINOLTA - BIZHUB C360 COPIER; COPIER ID# 9478-6401

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** _____

Director Signature: 

Date: 10/01/2019

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____

PROPERTY DISPOSAL FORM

Department: Sanitation Property Tag #: none
Contact Person: Brian Camp Phone: 352-267-2558
Year / Make / Model: Otto 95/65 gal. trash carts Vehicle No. none
Miles / Hours: none Serial / VIN: none
Description of Property 400 broken trash carts

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** _____

Director Signature: Stoney Brunson 

Date: 10-24-2019

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: ENV. SVCS./SANITATION Property Tag #: N/A
Contact Person: TIM CAYTON Phone: 352-394-7177
Year / Make / Model: 1990 HOMEMADE TRAILER Vehicle No. 4337
Miles / Hours: N/A Serial / VIN: HOMEMADE
Description of Property 8 X 16 DUAL AXLE HOMEMADE TRAILER

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** AGE AND CONDITION / REPLACED WITH NEW 6X16 TRAILER WITH BRAKES.

Director Signature: [Signature]

Date: 10-21-19

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 12, 2019		
Agenda Item Name		
Revised Pay and Classification Schedule and Budget Amendment		
Requested Action		
Request approval of a revised Pay and Classification Schedule and budget amendment to all funds in the amount of \$255,766.		
Staff Report		
City staff conducted a compensation survey of positions not included in a collective bargaining agreement. The purpose of the survey was to determine if the city's compensation is externally competitive with the entities utilized in the compensation and classification study conducted in 2017. As a result of the study, it is recommended that the Pay and Classification Schedule pay scale ranges be adjusted 2.00% effective November 25, 2019 and 2.50% effective September 28, 2020. The adjustments would increase both the minimums and maximums of the pay ranges on the pay and classification schedule. In addition, it is also recommended that all employees not included in a collective bargaining agreement receive pay increases equal to the pay grade adjustments noted above. If approved, the pay increases will be reflected in the December 13, 2019 paychecks.		
Additional Analysis		
Fiscal Impact Summary		
The above noted pay increases are not included in the approved FY 2020 Budget, therefore, a budget amendment to all funds in the total amount of \$255,766 is recommended. Of the total amount, \$160,143 is applicable to the General Fund. It is noted, that the General Fund portion is funded from increased revenue projections, not reserves.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Pay and Classification Schedule FOR COUNCIL Nov 19	Pay and Classification Schedule FOR COUNCIL Nov 19.pdf	

City of Clermont
Pay & Classification Schedule
11/25/2019

Title	Grade	Hourly Minimum	Hourly Maximum	Annual Minimum	Annual Maximum	FLSA Exempt (*)
INTERN	101	\$10.89	\$16.89			
MAINTENANCE WORKER I	101	\$10.89	\$16.89	\$22,651.20	\$35,131.20	
PARKS & REC ATTENDANT***	101	\$10.89	\$16.89	\$22,651.20	\$35,131.20	
RECEPTIONIST	101	\$10.89	\$16.89	\$22,651.20	\$35,131.20	
SCHOOL CROSSING GUARD	101	\$10.89	\$16.89			
LIFEGUARD	102	\$11.50	\$17.82			
RECEPTIONIST/RECORDS CLERK	103	\$12.13	\$18.80	\$25,230.40	\$39,104.00	
LEAD LIFEGUARD	104	\$12.79	\$19.83			
CUSTOMER SERVICE REPRESENTATIVE	104	\$12.79	\$19.83	\$26,603.20	\$41,246.40	
MAINTENANCE WORKER II	104	\$12.79	\$19.83	\$26,603.20	\$41,246.40	
OPERATOR TRAINEE	104	\$12.79	\$19.83	\$26,603.20	\$41,246.40	
PARK RANGER***	104	\$12.79	\$19.83	\$26,603.20	\$41,246.40	
POLICE SERVICE AIDE I	104	\$12.79	\$19.83			
STAFF ASSISTANT	104	\$12.79	\$19.83	\$26,603.20	\$41,246.40	
PARKS & REC SPECIALIST	105	\$13.49	\$20.92	\$28,059.20	\$43,513.60	
SWIM INSTRUCTOR	105	\$13.49	\$20.92			
STAGE TECHNICIAN	105	\$13.49	\$20.92			
UTILITY WORKER	105	\$13.49	\$20.92	\$28,059.20	\$43,513.60	
CONSTRUCTION SPECIALIST	106	\$14.24	\$22.07	\$29,619.20	\$45,905.60	
CREW LEADER	106	\$14.24	\$22.07	\$29,619.20	\$45,905.60	
LEAD STORMWATER WORKER	106	\$14.24	\$22.07	\$29,619.20	\$45,905.60	
LEAD UTILITY WORKER	106	\$14.24	\$22.07	\$29,619.20	\$45,905.60	
SANITATION DRIVER	106	\$14.24	\$22.07	\$29,619.20	\$45,905.60	
UTILITY TECHNICIAN	106	\$14.24	\$22.07	\$29,619.20	\$45,905.60	
ACCOUNTING SPECIALIST I	107	\$15.02	\$23.29	\$31,241.60	\$48,443.20	
ADMINISTRATIVE ASSISTANT	107	\$15.02	\$23.29	\$31,241.60	\$48,443.20	
ASSISTANT SWIM COACH	107	\$15.02	\$23.29	\$31,241.60	\$48,443.20	
CEMETERY CARETAKER	107	\$15.02	\$23.29	\$31,241.60	\$48,443.20	

ENV SVCS TECHNICIAN	107	\$15.02	\$23.29	\$31,241.60	\$48,443.20	
IRRIGATION/TURF TECHNICIAN	107	\$15.02	\$23.29	\$31,241.60	\$48,443.20	
OPERATOR	107	\$15.02	\$23.29	\$31,241.60	\$48,443.20	
PERMIT TECHNICIAN	107	\$15.02	\$23.29	\$31,241.60	\$48,443.20	
SANITATION TECHNICIAN	107	\$15.02	\$23.29	\$31,241.60	\$48,443.20	
UTILITY BILLING SPECIALIST	107	\$15.02	\$23.29	\$31,241.60	\$48,443.20	
ACCOUNTING SPECIALIST II	108	\$15.85	\$24.57	\$32,968.00	\$51,105.60	
CODE ENFORCEMENT OFFICER	108	\$15.85	\$24.57	\$32,968.00	\$51,105.60	
CRIME ANALYST & EVIDENCE CUSTODIAN	108	\$15.85	\$24.57	\$32,968.00	\$51,105.60	
LEAD SWIM INSTRUCTOR	108	\$15.85	\$24.57			
HEAD SWIM COACH	108	\$15.85	\$24.57	\$32,968.00	\$51,105.60	
LEAD PERMIT TECHNICIAN	108	\$15.85	\$24.57	\$32,968.00	\$51,105.60	
CRIME SCENE INVESTIGATOR	108	\$15.85	\$24.57	\$32,968.00	\$51,105.60	
PAYROLL SPECIALIST	108	\$15.85	\$24.57	\$32,968.00	\$51,105.60	
WATER CONSERVATION OFFICER	108	\$15.85	\$24.57	\$32,968.00	\$51,105.60	
GIS SPECIALIST	109	\$16.73	\$25.92	\$34,798.40	\$53,913.60	
FOREMAN	109	\$16.73	\$25.92	\$34,798.40	\$53,913.60	
FRONT OF HOUSE MANAGER	109	\$16.73	\$25.92			
LEAD STAGE TECHNICIAN	109	\$16.73	\$25.92	\$34,798.40	\$53,913.60	
MECHANIC	109	\$16.73	\$25.92	\$34,798.40	\$53,913.60	
MUNICIPAL RECORDS SPECIALIST	109	\$16.73	\$25.92	\$34,798.40	\$53,913.60	
POLICE SERVICE AIDE II	109	\$16.73	\$25.92	\$34,798.40	\$53,913.60	
WATER/WASTEWATER OPERATOR (W/WW)	109	\$16.73	\$25.92	\$34,798.40	\$53,913.60	
CODE ENFORCEMENT SUPERVISOR	110	\$17.65	\$27.35	\$36,712.00	\$56,888.00	
PARKS & RECREATION SUPERVISOR	110	\$17.65	\$27.35	\$36,712.00	\$56,888.00	
RECORDS SUPERVISOR	110	\$17.65	\$27.35	\$36,712.00	\$56,888.00	
EXEC ASST TO THE CITY MANAGER	110	\$17.65	\$27.35	\$36,712.00	\$56,888.00	
LEAD OPERATOR	110	\$17.65	\$27.35	\$36,712.00	\$56,888.00	
BUILDING INSPECTOR I	111	\$18.62	\$28.86	\$38,729.60	\$60,028.80	
CHIEF MECHANIC	111	\$18.62	\$28.86	\$38,729.60	\$60,028.80	
COMMUNICATION COORDINATOR	111	\$18.62	\$28.86	\$38,729.60	\$60,028.80	
CONSTRUCTION INSPECTOR	111	\$18.62	\$28.86	\$38,729.60	\$60,028.80	
CONTRACTS COORDINATOR	111	\$18.62	\$28.86	\$38,729.60	\$60,028.80	
DEPUTY CITY CLERK	111	\$18.62	\$28.86	\$38,729.60	\$60,028.80	

HUMAN RESOURCES COORDINATOR	111	\$18.62	\$28.86	\$38,729.60	\$60,028.80	
INDUSTRIAL ELECTRICIAN	111	\$18.62	\$28.86	\$38,729.60	\$60,028.80	
MANAGEMENT ANALYST	111	\$18.62	\$28.86	\$38,729.60	\$60,028.80	
WEB DESIGN/USER SUPPORT	111	\$18.62	\$28.86	\$38,729.60	\$60,028.80	
ENV SVCS COORDINATOR	112	\$19.64	\$30.44	\$40,851.20	\$63,315.20	
GIS COORDINATOR	112	\$19.64	\$30.44	\$40,851.20	\$63,315.20	
PLANNER	112	\$19.64	\$30.44	\$40,851.20	\$63,315.20	
RISK & BENEFITS COORDINATOR	112	\$19.64	\$30.44	\$40,851.20	\$63,315.20	
WELLNESS & SAFETY COORDINATOR	112	\$19.64	\$30.44	\$40,851.20	\$63,315.20	
FIRE INSPECTOR	113	\$20.72	\$32.11	\$43,097.60	\$66,788.80	
OFFICE MANAGER	113	\$20.72	\$32.11	\$43,097.60	\$66,788.80	*
OPERATIONS CHIEF	113	\$20.72	\$32.11	\$43,097.60	\$66,788.80	
FIRE & LIFE SAFETY EDUCATOR	113	\$20.72	\$32.11	\$43,097.60	\$66,788.80	
ACCOUNTANT	114	\$21.86	\$33.87	\$45,468.80	\$70,449.60	
BUDGET ANALYST	114	\$21.86	\$33.87	\$45,468.80	\$70,449.60	
BUILDING INSPECTOR II	114	\$21.86	\$33.87	\$45,468.80	\$70,449.60	
BUILDING SERVICES COORDINATOR	114	\$21.86	\$33.87	\$45,468.80	\$70,449.60	
HUMAN RESOURCES ANALYST	114	\$21.86	\$33.87	\$45,468.80	\$70,449.60	
PLANS REVIEWER (FIRE)	114	\$21.86	\$33.87	\$45,468.80	\$70,449.60	
PLANS REVIEWER	114	\$21.86	\$33.87	\$45,468.80	\$70,449.60	
BLDG INSPECTOR II/PLANS REVIEWER***	114	\$21.86	\$33.87	\$45,468.80	\$70,449.60	
SR FIRE INSPECTOR	114	\$21.86	\$33.87	\$45,468.80	\$70,449.60	
UTILITY BILLING MANAGER	114	\$21.86	\$33.87	\$45,468.80	\$70,449.60	*
HUMAN RESOURCES GENERALIST	115	\$23.06	\$35.74	\$47,964.80	\$74,339.20	*
SENIOR PLANNER	115	\$23.06	\$35.74	\$47,964.80	\$74,339.20	*
COMMUNITY DEVELOPMENT MANAGER	115	\$23.06	\$35.74	\$47,964.80	\$74,339.20	*
IT SYSTEM ADMINISTRATOR	116	\$24.33	\$37.71	\$50,606.40	\$78,436.80	*
SENIOR PURCHASING AGENT	116	\$24.33	\$37.71	\$50,606.40	\$78,436.80	*
BUSINESS LIAISON	117	\$25.66	\$39.78	\$53,372.80	\$82,742.40	*
FACILITY MANAGER	117	\$25.66	\$39.78	\$53,372.80	\$82,742.40	*
CHIEF ACCOUNTANT	117	\$25.66	\$39.78	\$53,372.80	\$82,742.40	*
FIRE CAPTAIN - EMS	117	\$25.66	\$39.78	\$53,372.80	\$82,742.40	*
CONSTRUCTION PROJECTS MANAGER	117	\$25.66	\$39.78	\$53,372.80	\$82,742.40	*
PROFESSIONAL STANDARDS OFFICER	117	\$25.66	\$39.78	\$53,372.80	\$82,742.40	*

FIRE CAPTAIN - TRAINING	117	\$25.66	\$39.78	\$53,372.80	\$82,742.40	*
PROGRAM MANAGER	117	\$25.66	\$39.78	\$53,372.80	\$82,742.40	*
BATTALION CHIEF**	119b	\$22.82	\$35.36	\$59,423.28	\$92,077.44	
ARTS & EVENTS MANAGER	119	\$28.57	\$44.28	\$59,425.60	\$92,102.40	*
ENV SERVICES MANAGER	119	\$28.57	\$44.28	\$59,425.60	\$92,102.40	*
FIRE MARSHAL	119	\$28.57	\$44.28	\$59,425.60	\$92,102.40	*
PLANNING MANAGER	119	\$28.57	\$44.28	\$59,425.60	\$92,102.40	*
POLICE LIEUTENANT	120	\$30.14	\$46.72	\$62,691.20	\$97,177.60	*
ASSISTANT ENV SVCS DIRECTOR	121	\$31.79	\$49.29	\$66,123.20	\$102,523.20	*
ASSISTANT FINANCE DIRECTOR	121	\$31.79	\$49.29	\$66,123.20	\$102,523.20	*
ASSISTANT HUMAN RESOURCES DIRECTOR	121	\$31.79	\$49.29	\$66,123.20	\$102,523.20	*
ASSISTANT PUBLIC WORKS DIRECTOR	121	\$31.79	\$49.29	\$66,123.20	\$102,523.20	*
BUILDING OFFICIAL	121	\$31.79	\$49.29	\$66,123.20	\$102,523.20	*
FIRE ASST CHIEF-ADMINISTRATION	121	\$31.79	\$49.29	\$66,123.20	\$102,523.20	*
FIRE ASST CHIEF-OPERATIONS	121	\$31.79	\$49.29	\$66,123.20	\$102,523.20	*
IT NETWORK MANAGER	121	\$31.79	\$49.29	\$66,123.20	\$102,523.20	*
INFORMATION TECHNOLOGY MANAGER	121	\$31.79	\$49.29	\$66,123.20	\$102,523.20	*
POLICE CAPTAIN	122	\$33.55	\$51.99	\$69,784.00	\$108,139.20	*
CITY CLERK	123	\$35.38	\$58.40	\$73,590.40	\$121,472.00	*
COMMUNICATIONS DIRECTOR	123	\$35.38	\$58.40	\$73,590.40	\$121,472.00	*
PURCHASING DIRECTOR	123	\$35.38	\$58.40	\$73,590.40	\$121,472.00	*
DEVELOPMENT SERVICES DIRECTOR	124	\$39.53	\$65.22	\$82,222.40	\$135,657.60	*
PARKS & RECREATION DIRECTOR	124	\$39.53	\$65.22	\$82,222.40	\$135,657.60	*
ENVIRONMENTAL SERVICES DIRECTOR	125	\$41.70	\$68.81	\$86,736.00	\$143,124.80	*
HUMAN RESOURCES DIRECTOR	125	\$41.70	\$68.81	\$86,736.00	\$143,124.80	*
INFORMATION TECHNOLOGY DIRECTOR	125	\$41.70	\$68.81	\$86,736.00	\$143,124.80	*
PUBLIC WORKS DIRECTOR	125	\$41.70	\$68.81	\$86,736.00	\$143,124.80	*
FINANCE DIRECTOR	126	\$43.99	\$72.59	\$91,499.20	\$150,987.20	*
FIRE CHIEF	126	\$43.99	\$72.59	\$91,499.20	\$150,987.20	*
POLICE CHIEF	126	\$43.99	\$72.59	\$91,499.20	\$150,987.20	*
DEPUTY CITY MANAGER	127	\$46.41	\$76.58	\$96,532.80	\$159,286.40	*

Part-time positions are only shown in an hourly rate.

**Based on 2604 hours.

***some positions designated as PT up to 25 hrs



AGENDA ITEM

Meeting Date		
Tuesday, November 12, 2019		
Agenda Item Name		
Collective Bargaining Agreement		
Requested Action		
Recommend to approve the Collective Bargaining Agreement with the International Association of Firefighters, AFL-CIO, Clermont Professional Firefighters Local 4350.		
Staff Report		
The Collective Bargaining Agreement with the International Association of Firefighters, AFL-CIO, Clermont Professional Firefighters Local 4350 for the period October 1, 2018 - September 30, 2021 is recommended for approval. Significant items in the contract include increases to wages with corresponding pay range adjustments and increase to the annual paramedic incentive. The agreement was recently ratified by the union membership.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of the agreement is included in the current year budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Firefighter Union CBA 111219 FINAL	Firefighter Union CBA 111219 FINAL.pdf	

Collective Bargaining Agreement

Between the

**International Association of Firefighters, AFL-CIO –
Clermont Professional Firefighters Local 4350**

And the

City of Clermont, Florida

October 1, 2018 through September 30, 2021

(Approved November 12, 2019)

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Preamble

This agreement is entered into by and between the City of Clermont hereafter referred to as the “City” or “employer” and the International Association of Firefighters, AFL-CIO, Clermont Professional Firefighters Local 4350 hereafter referred to as the “Union.”

The general purpose of this Agreement is to establish wages, hours and terms and conditions of employment for bargaining unit members and to provide an orderly procedure for the resolution of grievances.

In this Agreement, the terms “Clermont,” and “the City,” refer to the employer, the City of Clermont and its Fire Department. The terms “bargaining unit member,” “member,” or “employee,” refers to the full-time certified Firefighters employed by the City of Clermont in the classification of Firefighter, Firefighter/Inspector, Engineer and Fire Lieutenants.

Uses of gender references, “he” and “she” are considered interchangeable.

Article 1

Recognition

- 1.1 The City hereby recognizes the International Association of Firefighters, AFL-CIO Clermont Professional Firefighters Local 4350, as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours and other conditions of employment for those employees of the City of Clermont working within the certified bargaining unit, as established by order of the Florida Public Employees Relations Commission (PERC).

Article 2

Prevailing and Management Rights

- 2.1 The Union recognizes the prerogative of the City, except as expressly abridged by any provision of this Agreement, to exercise exclusively all of the normal and inherent rights of management with respect to the Fire Department, including but not limited to, the right to determine the purpose of its constituent divisions, to set standards of service, and to exercise control and discretion over its organization and operations to ensure efficiency. It is also the right of the City to direct its certified Fire employees, to take disciplinary action for proper cause, and to relieve its certified Fire employees from duty, provided in so doing the provisions of this agreement are not violated.
- 2.2 The City reserves the right:
- A. To select and direct the work force in accordance with requirements determined by management.
 - B. To establish and change individual work schedules and assignments.
 - C. To assign and distribute available overtime work and to change work schedules in order to minimize overtime work.
 - D. To make and enforce work performance standards.
 - E. To make and change reasonable rules and regulations and to determine disciplinary action for the failure to obey such rules and regulations.
 - F. To determine job descriptions.
 - G. To make and enforce safety rules.
 - H. To transfer and promote members.
 - I. To determine the size and composition of the work force.
 - J. To lay off bargaining unit members for lack of work or other legitimate reasons.
 - K. To transfer, subcontract, and eliminate work.
 - L. To regulate, control, change, or eliminate existing work procedures or equipment utilized for duty purposes.
 - M. To suspend, discharge, demote, or otherwise discipline bargaining unit members for proper cause.

- N. To suspend provisions of this agreement during a time of declared emergency conditions, including but not limited to riots, civil disorders, hurricane or weather conditions, with the exception of the wage, benefit and damage or loss to personal property provisions.
- 2.3 The exercise of management rights shall not preclude bargaining unit members or their representatives from raising grievances should decisions on the above matters have the practical consequences of violating the terms and conditions of this collective bargaining agreement.
- 2.4 To the extent that exercise of the management rights described herein, modify or impact wages, hours or other terms and conditions of employment, the City agrees not to exercise such right without first affording the Union an opportunity to review and negotiate over the impact thereof.

Article 3

Indemnification

- 3.1 When the City may legally do so, the City shall furnish to bargaining unit members legal counsel and defense in accordance with F.S.S. 768.28(5) and (9). To the extent permitted by law, no bargaining unit member shall be held personally liable in tort for any injuries or damages suffered as the result of any act, event or omission of action in the scope of his/her employment or function, unless such employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, public safety or property.

Article 4

Non-Discrimination

- 4.1 There shall be no discrimination against any employee covered by this Agreement because of race, religious creed, color, national origin, sex/gender, age, disability, marital status, pregnancy, genetics, veteran status, political affiliation or sexual orientation or and other protected classifications, as prohibited by State and/or Federal law.
- 4.2 There shall be no discrimination against any employee covered by this Agreement because of membership, non-membership or office held in the Union.
- 4.3 The City and the union oppose discrimination on the basis of age, race, religious creed, color, national origin, sex/gender, disability, marital status, pregnancy, genetics, veteran status, sexual orientation, or political affiliation, or any other protected classifications. However, the parties also recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination that is in addition to existing and adequate procedures established by the State of Florida and the Federal Government. Accordingly, it is agreed that allegations of employment discrimination as described above cannot be processed through the contractual grievance/arbitration procedure.

Article 5

Administrative Investigations

- 5.1 Administrative investigations of bargaining unit members will be conducted in accordance with Florida Statute 112.80, ET. seq., known as the Firefighters' Bill of Rights.
- 5.2 The parties have incorporated by reference the statutory bill of rights in this Agreement to enable them to elect to invoke the grievance-arbitration procedure to remedy any alleged denial of rights, and not to effect any change in substantive rights under the statute as repeated herein. An employee may pursue enforcement of these rights through arbitration or in the courts, but if the bargaining unit member chooses to enforce these rights in court, the City is not obligated to arbitrate over these same issues. Should the referenced Statute be amended by legislature or court action during the course of this Agreement, the amendments will be incorporated and applied without further negotiation by the parties to this Agreement. The parties agree that alleged violations of Article 5 are not grievable.
- 5.3 No bargaining unit member shall be disciplined in any manner or otherwise discriminated against in regard to his/her employment or appointment, or be threatened with any such treatment, by reason of his/her exercise of the rights granted by the Firefighters' Bill of Rights.
- 5.4 If a bargaining unit member is the subject of an administrative investigation, he/she will be notified in writing. At the discretion of the Fire Chief he/she may be allowed to continue performing his/her regular duties or be reassigned to reasonable alternative departmental duty or placed on administrative leave with no loss of pay or benefits until such time as the investigation is completed and disciplinary action, if any, has been determined. Upon the completion of the investigative report, the bargaining unit member will be provided, at no cost, a copy of the investigative report and supporting documentation.
- 5.5 The investigation findings under this Article will be classified as follows:
 - A. Unfounded – The complaint is false or non-factual.
 - B. Valid – There is sufficient information or evidence to substantiate the complaint.
 - C. Invalid – There is insufficient information or evidence to prove or disprove the complaint.
- 5.6 Any investigation that is found to be "Valid" and may potentially or will result in discipline, suspension, demotion or termination a pre-disciplinary hearing will be conducted by the Fire Chief.

- 5.7 A complete copy of the investigative report and supporting documentation will be provided to the bargaining unit member and placed in the Fire Department's Administrative Investigation File. The report summary and discipline, if any will be placed in the personnel file.

Article 6

Professional Standards and Disciplinary Action

- 6.1 It is a statutory right of the City to establish rules and standards of performance and to discipline employees in accordance with those standards. When discipline is applied, the City shall, when possible, use a system of "progressive discipline" that uses an appropriate form of corrective action to obtain its intended purpose, which is to correct inappropriate conduct. However, the Union and City recognize that there are instances where the employee's conduct is such that progressive discipline is not warranted or required and discipline, up to and including discharge can be imposed by the City. Employees will not be discharged or disciplined without proper cause.
- A. Supervisory personnel are delegated the authority and responsibility for the proper direction, effectiveness, efficiency, conduct, and discipline of subordinate personnel assigned to them, subject to review by the Fire Chief.
 - B. Prior to any disciplinary action being taken, management will investigate as appropriate to determine the applicable facts and evidence which would support or not support the disciplinary action. If the investigation is reasonably expected to result in disciplinary action involving loss of pay or termination, such investigation will be conducted in accordance with Article 5 of this Agreement.
- 6.2 Counseling: Supervisors are responsible for counseling employees when necessary to improve performance. Counseling is not considered discipline and is not subject to the grievance process. Supervisors may retain supervisory notes on counseling. Counseling records are considered public records and shall be maintained in the employee's personnel file.
- 6.3 Discipline may take the form of:
- A. Reprimand: Recorded admonishment of a deficiency or poor performance.
 - B. Suspension: An unpaid period of time of not less than one shift and not more than one pay period. However, if the bargaining unit member has been suspended as the result of an administrative investigation into pending criminal charges, the bargaining unit member may be suspended until a final court disposition is rendered.
 - C. Demotion: Reclassification from one position to another one of lower pay.
 - D. Termination: A complete and irrevocable severing of the employment relationship.

- 6.4 If a bargaining unit member who is suspended pending final court disposition of criminal charges, is convicted or pleads guilty or nolo contendere to any criminal charge that disqualifies him/her from service as a Firefighter under Florida Statutes, he/she shall be terminated and shall not be entitled to any back pay or benefits.
- 6.5 If a bargaining unit member who is suspended pending final court disposition of criminal charges is convicted, pleads guilty or nolo contendere to or plea bargains to a misdemeanor offense that does not disqualify him/her under Florida Statutes, the bargaining unit member shall not be entitled to any back pay or benefits upon return to full duty.
- 6.6 All disciplinary action taken toward non-probationary bargaining unit members is subject to grievance.
- 6.7 Bargaining unit members shall be required to observe and comply with written regulations governing their employment as set forth in Department Operating Guidelines and written communications issued by the Department or the City, including the City's Employment Policies Manual, to the extent that such rules or directives are not in conflict with this Agreement.
- 6.8 No disciplinary action will be taken for violation of a rule or regulation until seventy-two (72) hours after posting or distribution of the rule or regulation.
- 6.9 Documentation by supervisors of incidents, acts, or behavior potentially leading to disciplinary action is essential. Record keeping must identify dates, times and circumstances. The affected bargaining unit member shall be notified within a reasonable time when such data is being created and retained.
- 6.10 If disciplinary action is proposed that includes termination, demotion, or suspension without pay, the bargaining unit member will be provided a complete copy of the final investigative report and supporting documents and an opportunity to discuss the proposed discipline with the Fire Chief in a pre-disciplinary hearing prior to the effective date of such action. The bargaining unit member will be given notice of the pre-disciplinary hearing seven (7) calendar days prior to the hearing.
- 6.11 Within fourteen (14) calendar days of the conclusion of the pre-disciplinary hearing, the Fire Chief shall notify the bargaining unit member of his/her final decision in respect to the form of discipline, if any.

Article 7

Personnel Records

- 7.1 The bargaining unit members' official personnel files are to be maintained in the City's Human Resources Department.
- 7.2 With the exception of those exemptions noted in Florida Statutes, records in the bargaining unit members' personnel files are public records and available for inspection. The release and disclosure of any records in these files will be under the authority of the City Clerk.
- 7.3 Bargaining unit members shall have the right to inspect and make copies of their personnel files at no charge. The records shall be made available during regular business hours.
- 7.4 Bargaining unit members shall be notified within a reasonable time frame when any personnel file record has been released in accordance with the public records laws. Documentation noting the date and identity, if known of the individual/organization requesting the personnel file record shall be placed in the personnel file.
- 7.5 The City agrees that a bargaining unit member shall have the right to include in his/her personnel file a written refutation of any material he/she considers to be detrimental. The employee's written refutation must be provided to the Fire Chief within thirty (30) days of the employee's receipt of the alleged detrimental information.

Article 8

Work Period and Work Shift

- 8.1 The work period for twenty-four hour bargaining unit members shall be twenty-eight consecutive days as provided for in Section 7 (k) of the Fair Labor Standards Act. The work period for eight (8) hour bargaining unit members shall be seven (7) consecutive days.
- 8.2 The work schedule for twenty-four (24) hour bargaining unit members shall be twenty-four (24) continuous hours on duty starting at 8:00 a.m. followed by forty-eight (48) continuous hours off duty. An eight (8) hour bargaining unit member's work schedule shall consist of five (5) days on and two (2) days off with their starting and ending times determined by the Fire Chief. A 40 hour employee's workweek shall consist of five (5), eight (8) hour workdays with an unpaid lunch break, or four (4), ten (10) hour workdays with an unpaid lunch break, per work week.
- 8.3 As noted in Article 2.2.B. of this Agreement, the City has the right to change individual work schedules (starting and ending times and days on/off) as needed. The City will give as much advance notice as possible when adjustments are made.
- 8.4 Each eight (8) hour bargaining unit member will be entitled to a one (1) hour unpaid lunch break. The time period for the breaks must be approved by the bargaining unit members' supervisor prior to the bargaining unit member taking the break.
- 8.5 Whenever a shift rotation occurs or a bargaining unit member rotates to a new shift, bargaining unit members shall be entitled to at least the number of hours equal to one scheduled shift of off-duty time prior to returning to work.
- 8.6 The bargaining unit members assigned to shifts shall have the opportunity to pick their desired shift by seniority provided the operational needs of the department are satisfied. Seniority shall be based on the department's Time in Grade Seniority List (Article 27.9). The shift picks or bids will occur annually. The City retains the right to determine the number of slots available on each shift.
- 8.7 Twenty-four (24) hour bargaining unit members shall have one (1) twenty-four (24) hour shift off unpaid every twenty-eight (28) day cycle ("Kelly Day"). The City will give as much advance notice as possible when scheduling adjustments are made.

Article 9

Overtime, Overtime Pay and Compensatory Time

- 9.1 Overtime is defined as time worked in excess of two-hundred twelve (212) hours in a twenty-eight (28) day period as provided for in Section 7(k) of the Fair Labor Standards Act for twenty-four (24) hour bargaining unit members and in excess of forty (40) hours in a seven (7) day period for eight (8) hour bargaining unit members.
- 9.2 For the purposes of computing overtime, compensatory leave, sick leave, bereavement leave, annual leave, holiday leave, military leave, jury duty and any other absence from work while on a paid status will not be considered time worked.
- 9.3 Overtime must be assigned or authorized by management; an employee is not entitled to assign or approve overtime for him/herself. Overtime shall be scheduled at the discretion of management in accordance with department policies, procedures/guidelines, and procedures herein, except in instances of a declared emergency.
- 9.4 Anytime hiring of overtime or additional personnel is found by management to be necessary, this hiring shall be done rank for rank and based on certification(s) necessary for the position to be filled. Anytime management determines a need for overtime or need for additional personnel, which cannot be filled rank for rank, the next lower rank or qualified person shall be offered the time in accordance with Article 9. The hiring process will fill 24-hour vacancies first, followed by partial vacancies, in descending order.
- 9.5 Members cannot be removed from the Mandatory Staffing Overtime program.
- 9.6 Anytime a person(s) is sent home prior to the end of their overtime shift the department will utilize the policy of last hired/first sent home as long as operational needs are met.
- 9.7 No member who is required by the department to be on duty pursuant to mandatory overtime, shall move from their current spot on the staffing overtime program, even if it is greater than twelve (12) consecutive hours.
- 9.8 Special event hiring will be paged out and hiring shall be done no sooner than 10 minutes after the page. The member on their Kelly day or highest on the list will be hired for the position, providing they meet the following requirements: rank for rank and based on certification(s) necessary for the position to be filled. Anytime overtime or need for additional personnel cannot be filled rank for rank the next lower rank or qualified person shall be offered the time in accordance with Department Operations Guideline. Working special events will not cause movement on the staffing overtime program unless hours worked are twelve (12) consecutive hours or greater.

- 9.9 Any person(s) on Kelly day who signs up to work overtime will have first choice for filling overtime positions. If more than one person on a Kelly day signs up to work, the person higher on the appropriate staffing overtime program will have the priority in filling the position. If person(s) on Kelly day refuse overtime, overtime shall be filled according to appropriate staffing overtime program.
- 9.10 When hiring for projected overtime, the position will be paged out and hiring shall be done no sooner than 10 minutes after the page. Members will go into the staffing program and sign up for specific vacancies they want to work. If no one signs up after 10 minutes, the position will be filled as a mandatory vacancy for the first projected shift only.
- 9.11 For immediate vacancies, the Battalion Chief will look at the staffing overtime program and use it to fill the vacancy. Members on their Kelly day or highest on the overtime list will be hired for the vacancy. If there is a need to fill the immediate vacancy, the Battalion Chief shall page out the vacancy and fill it no sooner than 10 minutes. If the need to fill the vacancy still exists after 10 minutes the position will be filled as a mandatory vacancy.
- 9.12 A mandatory staffing overtime program will be kept separate from the overtime list. When the department hires mandatory overtime vacancies, vacancies will be filled using the Mandatory List. When a person accepts mandatory overtime, he will move to the bottom of the Mandatory List.
- 9.13 Any person on annual leave, sick leave, personal day, Kelly day, or training leave will not be assigned mandatory overtime until returning to their next shift. Mandatory overtime will be assigned to the next person on the Mandatory List.
- 9.14 The Fire Chief has the authority to waive the requirements of Article 9.4 – 9.13 in the event of an actual or pending emergency.
- 9.15 Overtime worked shall be compensated at one and one-half (1.5) times the bargaining unit member's regular rate of pay as defined in the Fair Labor Standards Act.
- 9.16 In lieu of receiving cash for overtime worked in excess of two-hundred twelve (212) hours in a twenty-eight (28) day period or forty (40) hours per workweek, as applicable, employees may request compensatory time.
- A. Equivalent compensatory time for each overtime hour worked based on Article 9.17 of this Agreement will be credited to the employee at the end of the work period in which the overtime was worked. Records related to accrual and use of compensatory time are maintained by the Finance Department.
- B. The maximum accrual of compensatory time is seventy-two (72) hours for twenty-four (24) hour shift employees and forty (40) hours for eight (8) hour shift employees. When an employee has reached his/her maximum accrual, the

City will include payment for any subsequent overtime in the employee's paycheck.

- C. A bargaining unit member who has accrued compensatory time and requested use of this compensatory time shall be permitted to use such time off within a reasonable period after making the request, if such use does not unduly disrupt the operations of the department. The minimum time period for use of compensatory time is four (4) hours for twenty-four (24) hour shift employees and one (1) hour for eight (8) hour shift employees.
- D. Bargaining unit members may use compensatory time accrued in conjunction with the use of vacation leave.
- E. Upon termination of employment, for whatever reason, the remaining balance of accrued compensatory time will be paid to the terminated employee (or his/her designated beneficiary or estate in the case of the employee's death) at the rate of pay in effect for him/her at that time.

Article 10

Extra-Duty

- 10.1 Call out time is defined as any time a bargaining unit member is called into work when he/she is off duty. Call out hours shall be paid for actual time worked with a minimum of two (2) hours. In the event of multiple call-outs, the two (2) hour requirement shall not apply to those call-outs incurred within two (2) hours of the first call-out clock-in time. If the call-out consists only of telephone calls, the actual time of the call will be paid, without regard to a minimum time. Call out hours paid will be considered time worked for purposes of overtime calculation in the work period in which the call outs occurred.
- 10.2 On call duty is defined as off-duty time when a bargaining unit member is ordered by the Fire Chief, or his designee, to be readily available and prepared to perform actual work when the need arises during off-duty hours. Members in an on call status shall receive a weekly supplement of at least \$100.00, or the same amount as provided to non-union employees of the City, whichever is greater, which shall be added to his/her base annual salary during the week he/she is on call. If a bargaining unit member is called out for duty, the bargaining unit member will be compensated in accordance with Article 10.1.

Article 11

Annual Leave

11.1 Bargaining unit members are entitled to the same annual leave benefits available to all other employees of the City, with the exception that twenty-four (24) hour shift bargaining unit members may not use their available accrued annual leave in increments less than four (4) hours per shift.

11.2 The maximum amount of annual leave that bargaining unit members may accumulate is as follows:

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

11.3 In the event that the City reduces the annual leave benefits available to all other employees, the respective leave benefits will remain unchanged for bargaining unit members, unless the change is mutually agreed to by the Union and the City.

Article 12

Sick Leave

- 12.1 Bargaining unit members are entitled to the same sick leave benefits available to all other employees of the City and the City's Sick Leave Policy is adopted hereto, with the exception set forth in Section 12.3, below.
- 12.2 In the event that the City reduces the sick leave benefits available to all other employees, the respective leave benefits will remain unchanged for bargaining unit members, unless the change is mutually agreed to by the union and the City.
- 12.3 All twenty-four (24) hour shift personnel shall be limited to using sick leave in one –hour increments. The City's Sick Leave Policy shall apply to all members employed on an eight (8) hours work schedule.
- 12.4 Bargaining unit members eligible for the payment of uncredited sick leave on October 1, 2019 shall receive the October 2019 payment. The payment of uncredited sick leave policy provision will discontinue following the October 2019 payment.

Article 13

Bereavement Leave

- 13.1 Effective the beginning of the first pay period after contract approval, bargaining unit members are entitled to up to twenty-four (24) hours of bereavement leave upon approval of the Fire Chief in the event of a death of a family member. The member shall submit proof of death before compensation is approved.
- 13.2 Family members are defined as the employee's children, parents, parents-in-law, brothers, sisters, grandparents, grandchildren, great grandparents, great grandchildren, aunts, uncles, and current spouse, step-children, step-parents, step parents-in-law, step-brother, step-sister, step-grandparents, step-grandchildren, sisters-in-law, brothers-in-law, sons-in-law, and daughters-in-law.
- 13.3 If additional time off is necessary, annual leave or compensatory leave may be used, with the approval of the Fire Chief.

Article 14

Leave of Absence

- 14.1 All applications for leave of absence must be submitted in writing and approved by the Fire Chief and the City Manager. Decisions regarding leaves of absence are not subject to the grievance or arbitration procedures.
- 14.2 Upon termination of leave of absence, the bargaining unit member shall return to the same job classification and rate of pay in effect at the beginning of the leave of absence. If the member was on a leave of absence for medical reasons, he/she must provide medical documentation indicating his/her ability to perform the essential functions of the job duties.
- 14.3 The bargaining unit member will not lose any credited service with the City, if the leave of absence period is less than three (3) months. If the leave of absence period is longer than three (3) months, the bargaining unit member will not receive any credited service for the entire leave of absence period.
- 14.4 Where applicable, any medical leave will run concurrent with leave taken pursuant to the Family and Medical Leave Act.
- 14.5 The City's Employment Policies Manual shall govern the procedures and timeframes for a leave of absence.

Article 15

Military Leave and Military Duty

- 15.1 Military leaves shall be granted in accordance with the City's Employment Policies Manual and Florida and Federal Law.
- 15.2 Except in an actual or declared emergency recall to duty, the bargaining unit member shall give thirty (30) calendar days notice, or as much notice as possible to his supervisor that his military duty will occur on the specific dates.

Article 16

Workers' Compensation/Injury Leave

- 16.1 The City provides workers' compensation insurance, in accordance with Florida Statutes, and through its carrier will provide medical and compensation benefits to employees who sustain an injury as a result of and arising out of employment by the City. Initial determination as to whether an injury is compensable will be made by the carrier. Disputes concerning compensability of injury or type or amount of compensation shall be resolved through existing legal process as defined by Florida Statute and shall not be subject to grievance under this Agreement.
- 16.2 Members recognize a duty to promptly report any injury occurring while on the job, and to cooperate in providing any information necessary to process a claim.
- 16.3 The City is entitled to select the physician who will examine or reexamine the injured employee; however, the injured employee is entitled to a one-time change in physicians per claim, subject to the approval of the workers' compensation carrier and applicable Workers' Compensation law.
- 16.4 While on a job connected injury or disability leave, bargaining unit members shall be entitled to all benefits as provided in this Agreement.
- 16.5 A bargaining unit member who receives a job related injury within twelve (12) months of employment with the City shall not be entitled to injury leave. Bargaining unit members shall be required to use any eligible personal leave during this period.
- 16.6 A bargaining unit member who receives a job related injury after twelve (12) months of employment with the City shall be paid injury leave at full pay for a period not to exceed two hundred (200) hours when the employee is required to be absent from work at the direction of a physician selected in accordance with Article 16.3, above. Workers compensation payments issued during the period of injury leave shall be signed over to the City.
- 16.7 Upon payment of the maximum injury leave available, bargaining unit members shall be required to use accumulated personal leave to make up the difference between the workers' compensation payments and the bargaining unit members' regular wages.
- 16.8 Bargaining unit members taking leave pursuant to this Article shall use any available Family and Medical Leave.

Article 17

Vehicles

- 17.1 The City shall equip fire apparatus in such a manner as to allow bargaining unit members to perform the duties and responsibilities of their position. The Fire Chief shall determine the type of equipment to be used.
- 17.2 All maintenance, repairs, fuel costs, and insurance for fire department vehicles shall be the responsibility of the City.
- 17.3 If a bargaining unit member feels that a vehicle or other equipment is unsafe and therefore unfit for service because it is a hazard to him/her or the public, or both, he/she shall immediately inform his supervisor. If the Shift Commander concurs, the unsafe vehicle or other equipment shall not be used. No vehicle or piece of equipment shall be released back for duty use until inspected and determined safe or repaired by competent mechanical personnel. Should the supervisor not concur, the bargaining unit member shall document such unsafe condition(s) and forward it to the Fire Chief via the chain of command.
- 17.4 With respect to vehicles, the term “unsafe” shall be as defined in the Departmental Operating Guidelines.
- 17.5 If the nature of the vehicle problem is such that it should not be driven, the vehicle shall be taken out of service at the location where it is deemed unsafe. A bargaining unit member shall not be required to deliver such unsafe vehicle to place of repair. However, if the nature of the unsafe condition is such that the bargaining unit member can drive the vehicle to a place for repair, without hazard to himself/herself or the public, he/she shall do so, if ordered to do so by his/her Supervisor.
- 17.6 Bargaining unit members shall not be required to perform major repairs on vehicles or facilities. However, bargaining unit members are expected to check fluids and perform preventive maintenance on vehicles and facilities.
- 17.7 Bargaining unit members required to use their personal vehicles in the performance of any assigned duties shall be reimbursed per the City’s Travel Procedures.
- 17.8 Bargaining unit members assigned to certain positions may be allowed to drive City vehicles home, based on specific authorization by the City Manager. In the event a member is transferred to a position that does not require the use of a take home vehicle, the member’s use of a take home vehicle shall cease. Members shall be required to use such vehicles in accordance with the City’s Take Home Vehicle Policy in effect at the time unless otherwise stipulated in this Agreement.

Article 18

Personal Day

- 18.1 Bargaining unit members are entitled to the same personal day benefits available to all other employees of the City.
- 18.2 In the event that the City reduces the personal day(s) benefits available to all other employees, the respective personal day(s) benefits will remain unchanged for bargaining unit members, unless the change is mutually agreed to by the union and the City.

Article 19

Insurance

- 19.1 The City agrees to provide the same health, dental and life insurance benefits to bargaining unit members as are provided to all City employees. The cost for such insurance to bargaining unit members shall be the same as charged to all City employees. The City shall have no obligation to bargain over changes to insurance or the effects of such changes during the term of this agreement as long as the bargaining unit members are provided the same insurance benefits and wellness program (including additional opportunities provided to firefighters such as Life Scan and physical agility testing) as all City employees.
- 19.2 The City shall provide life insurance or death benefits for each bargaining unit member in accordance with Florida Statutes.

Article 20

Union Representatives and Business

- 20.1 The City shall recognize the officers of the Clermont Firefighters Union, Local 4350 as the official representatives of the Union, and shall consider them the sole contact with Union members in regard to the terms and conditions of employment and contract matters, subject to bargaining.
- 20.2 The Union will be permitted to use the training room or conference room at no cost for meetings of Local 4350 scheduled after 5:00 PM, as available, providing arrangements have been made in advance in accordance with normal scheduling procedures. Other than those acting in official capacity as union representative, no employee covered by this Agreement may attend Union meetings during his/her scheduled work hours unless specifically authorized by the Fire Chief or his designee.
- 20.3 Wall space, equivalent to approximately one-third (1/3) of the fire station's bulletin board space, will be allowed as approved by the Fire Chief for the purpose of posting notices and announcements pertaining to Union business.
- 20.4 The Union shall not post any material that is obscene, defamatory or that impairs the operation of the Department or the City. Any intentional violation of this provision by the Union may result in the privilege of such use of the bulletin board being withdrawn.
- 20.5 The Union shall be permitted to use the City's electronic mail system and telephone to transmit information related to Local 4350 to bargaining unit members provided such communications do not unduly interfere with City work. Said electronic mail shall also be available for review by appropriate City officials. The Union and Unit members shall not transmit any material which would violate the City's Electronic Mail Policy.
- 20.6 The Union shall be granted up to one (1) hour during new firefighter orientations to explain jointly with a management officer the provisions of this agreement and the functions of the Union.
- 20.7 The City shall allow such internal Union business as membership recruitment, campaigning for union office, distribution of literature, and all other Union activities during reduced activity periods.
- 20.8 The City shall allow the Union to continue to raise, collect and obtain monies benefiting the Muscular Dystrophy Association and to present those monies as a joint effort between the City of Clermont and the Union. Times and locations of collections shall be approved by the Fire Chief or his designee.

Article 21

Reduction in Work Force

- 21.1 Layoff - In the event of a layoff for any reason, regular full-time employees shall be laid off in inverse order of seniority.
- A. “Seniority” for purposes of this Article is defined as the length of uninterrupted time since the most recent hire by the City.
 - B. Seniority is earned within the Department and also within the City. Departmental seniority will be given first consideration; if departmental seniority is equal (in terms of date), then City seniority will govern.
 - C. Employees in temporary status will be laid off first, followed by employees in probationary status. No permanent employee shall be laid off while another person in the same class is retained on an emergency, temporary or probationary basis by the City.
- 21.2 Exceptions to Layoff - If the Fire Chief should find that a specific employee should be retained despite a lower seniority because of special skills, abilities or training that are essential to the efficient operation of the department or the organizational unit, the Chief shall submit a written request to the City Manager that sets forth in detail the specific skills, abilities or training possessed by the member and the reasons the member is essential to the effective operation of the department. A copy of the request will also be delivered to the Local 4350 Executive Committee at the same time as submitted to the City Manager. Absent formal objection by the union through the grievance process and upon approval of the City Manager, the member may be retained.
- 21.3 Alternatives to Layoff - Any member scheduled to be laid off shall be offered an alternate position if qualified and if a suitable vacancy exists. A member may not “bump” another permanent employee from his/her position in order to avoid layoff.
- 21.4 Notice of Layoff - Prior to notification of those affected, the names of all bargaining unit members scheduled for layoff will be provided to the City Manager and to the Executive Committee of Local 4350. Such notice will include information of job class and seniority of those affected and will reference any request for out-of-seniority as provided in 21.2, above. Absent formal objection by the union through the grievance process and upon approval by the City Manager, layoff notices will be sent to the bargaining unit members affected. Bargaining unit members shall be notified in writing by the Fire Chief of their layoff at least fourteen (14) calendar days prior to the effective date of the layoff.

21.5 Recall

- A. Members in layoff status shall retain recall rights for twelve (12) months from the date of layoff. The names and seniority dates of laid-off members shall be placed on a recall list and a copy of the list shall be provided to the union.
- B. Members shall be recalled in order of seniority as shown on the recall list determined at the date the initial layoff occurred. The member with the greatest seniority shown on the recall list shall be recalled first. If, after the City has provided notice of recall in accordance with this Article to each of the members on the recall list, vacancies exist because laid off members have refused recall or failed to respond to notice within the time allotted, the recall list shall be deemed exhausted and the City shall fill vacancies through its ordinary hiring process.

21.6 Members will be provided notice of recall and must follow the procedures defined below in order to protect recall rights.

- A. Notice of recall shall be given to the member by first class mail sent to the most recent address contained in his/her personnel records.
- B. A member who receives a notice of recall and desires to return to work must respond to the City's Human Resources Department no later than fourteen (14) calendar days following his/her receipt of the recall notice. A laid off member who fails to notify the Human Resources Department in accordance with this section shall lose recall rights.
- C. A member must report fit for duty within fourteen (14) calendar days (or less if approved by the Fire Chief) following his/her notification to the Human Resources Department of his/her desired return to work. A laid off member who does not report fit for duty in accordance with this section shall lose recall rights.

21.7 Seniority does not accrue during layoff, nor does the member accrue time off or other benefit eligibility. Upon recall, a member's seniority shall be counted from the member's former hire date, less the period of layoff.

21.8 In the event of a layoff, special consideration will be given to individuals eligible for Veterans' preference in accordance with State law and City policy.

Article 22

Dues Deduction

- 22.1 The City agrees that upon receipt of a voluntary individual notice for any bargaining unit member, the City shall deduct from his/her pay, dues commencing with the second pay period after receipt of such notice. Revocation shall be in writing and shall be effective commencing with the second pay period after receipt of such notice of revocation.
- 22.2 Dues shall be deducted each designated pay period and those monies shall be remitted to the Clermont Firefighters Union, Local 4350 reasonably thereafter.
- 22.3 The Union will initially notify the City as to the amount of the dues to be deducted. Such notification shall be to the City in writing over the signature of the president or vice-president of Local 4350.
- 22.4 Changes in the amount of the union dues to be deducted will be certified to the City in the same manner and shall be done thirty (30) calendar days in advance of the effective date of such change.
- 22.5 The Union agrees to indemnify and hold harmless the City, its agents, employees and officials from and against any claims, demands, damages or causes of action (including but not limited to claims based upon clerical or accounting errors) or any nature whatsoever, asserted by any person, firm or entity, based on or relating to any payroll deduction required or undertaken under this Article, and agrees to defend at its sole expense any such claims against the City, or its agents, employees or officials. The term "officials" as used herein includes elected or appointed officials.

Article 23

Grievance Procedure

- 23.1 The purpose of this Article is to establish processes for the fair, expeditious and orderly adjustment of grievances or disagreements between the City of Clermont, the Clermont Fire Department and Local 4350 and its bargaining unit members solely involving the interpretation or application of this Agreement.

A grievance is a dispute, claim, or complaint filed by a Bargaining Unit employee or the Union arising under the Terms of this Agreement. Grievances are limited to matters of interpretation or application of the provisions of this Agreement. Any grievance filed shall contain a complete statement of the grievance, reference to the provision, or provisions of the Agreement alleged to have been violated and state the remedy or correction requested. The City need not entertain or process under this Article, and may refuse to entertain, any disputes, claims, or complaints not meeting this definition.

- 23.2 Any formal grievance filed shall be in writing and shall set forth the provision or provisions of this Agreement alleged to have been violated and the facts pertaining to the alleged violation(s) and the date of the violation(s). The grievance shall be signed by the grievant and an Officer of Local 4350. Grievances submitted which do not contain the above information and/or are incomplete, shall be amended by the grievant within five (5) days of the original filing to state the required information. The necessity of filing an amendment shall not affect the timeliness to the extent that the grievance is substantially complete.
- 23.3 Nothing in this section shall be construed to prevent a bargaining unit member from presenting, at any time, his own grievance without representation.
- 23.4 A bargaining unit member who wishes to submit a grievance must submit a grievance in writing within fourteen (14) calendar days after the occurrence of the matter from which the grievance arose. A grievance not appealed to the next step within the time limits established by this procedure shall be considered settled on the basis of the last answer provided by management.
- 23.5 In advancing grievances, the grievant bargaining unit member(s) or Local 4350 and management may call a reasonable number of witnesses to offer testimony. Either party may call witnesses as needed. Hearings shall be continued to facilitate appearance of witnesses who are Department employees, whose presence would otherwise conflict with Department needs.
- 23.6 The formal grievance procedures are as follows:

Step One

- The bargaining unit member and/or Clermont Firefighters Union, Local 4350, shall file the grievance, in writing, with the Fire Chief's Office within fourteen (14) calendar days of the occurrence of the event giving rise to the grievance.
- An Assistant Chief will conduct a meeting within fourteen (14) calendar days of receiving the grievance or any amendment, if applicable with the grievant and his requested representative, unless an Assistant Chief chooses to grant the requested relief without further proceedings. The grievant shall not be represented by an elected official of the City, the City Attorney or his staff, or any person not affiliated with Union Local 4350. An Assistant Chief shall notify the grievant and the Union of his decision, in writing, within fourteen (14) calendar days after the meeting date.

Step Two

- If the grievance is not resolved to the grievant's satisfaction as rendered by Step One, the bargaining unit member and/or the Union may forward the grievance, in writing, to the Fire Chief's Office within fourteen (14) calendar days of receipt of the notification from an Assistant Chief.
- The Fire Chief shall conduct a meeting within fourteen (14) calendar days with the grievant and his requested union or legal representative, unless the Fire Chief chooses to grant the requested relief without further proceedings. The grievant shall not be represented by an elected official of the City, the City Attorney or his staff, or any person not affiliated with the Union Local 4350. The Fire Chief shall notify the grievant and the Union of his decision, in writing, within fourteen (14) calendar days after the meeting date.

Step Three

- If the grievance is not resolved to the grievant's satisfaction as rendered by Step Two, the bargaining unit member and/or the Union may forward the grievance, in writing, along with a letter describing the details as set forth in 23.1 to the City Manager's Office requesting a meeting within fourteen (14) calendar days of receipt of the notification from the Fire Chief.
- The City Manager shall conduct a meeting within fourteen (14) calendar days with the grievant and his requested union or legal representative, unless the City Manager chooses to grant the requested relief without further proceedings. The grievant shall not be represented by an elected official of the City, the City Attorney or his staff, or any person not affiliated with the Union Local 4350. The City Manager shall notify the grievant and the Union of his decision, in writing, within fourteen (14) calendar days after the meeting date.

- 23.7 Grievance discussions at Steps One and Two shall be conducted during the grievant's normal duty hours. The aggrieved bargaining unit member shall suffer no loss of pay or benefits for time required for such meetings.
- 23.8 All class action grievances shall be filed at Step Two.
- 23.9 The aggrieved bargaining unit member and the Union shall be given at least two (2) calendar days notices of the grievance meetings provided herein.
- 23.10 If any grievance is not satisfactorily resolved by the procedure outlined in the Article, the Union may proceed to arbitration according to Article 24.
- 23.11 New hire probationary bargaining unit members shall not have the right to grieve discipline or discharge.
- 23.12 It is agreed that a bargaining unit member may file a grievance/appeal, in accordance with the personnel rules, regulations, and/or ordinances of the City of Clermont. Bargaining unit members may only choose one grievance/appeal process. The decision to use any City of Clermont grievance/appeal process is irrevocable and precludes the bargaining unit member from filing any grievance under the provisions of this Agreement.

Article 24

Arbitration

- 24.1 If any grievance is not satisfactorily disposed of by the grievance procedure outlined in Article 23, the bargaining unit member or Union may give notice of intent to arbitrate by written notice, hand delivered or by certified mail, return receipt requested, postmarked or hand delivered within fourteen (14) calendar days after the receipt of the Step Three decision. Said written notice shall include a statement of facts upon which the case is submitted, including a statement of the position of the Union with respect to the arbitral issues.
- 24.2 Within fourteen (14) calendar days of the receipt of such notice, a letter shall be directed by the Union to the Federal Mediation and Conciliation Service requesting a list of arbitrators. Within seven (7) calendar days of receipt of the list of arbitrators, a Union Representative and a representative of the City shall meet to select an arbitrator. The Union and the City will alternately eliminate one name at a time from the list until only one name remains and that person shall be the arbitrator. The City and the Union shall alternate in the rights to first strike names in successive arbitrations.
- 24.3 As promptly as possible, the arbitrator shall conduct a hearing between the parties and consider the subject matter of the dispute. The decision of the arbitrator will be served upon the bargaining unit member, the City and the Union, in writing.
- A. Any party may be represented at the hearings by counsel or any other representative.
 - B. The hearing shall be conducted by the Arbitrator in a manner that will most expeditiously permit full representation of the evidence and arguments of all parties. The parties shall make every effort to conclude the hearing within one (1) day.
 - C. Each party shall bear the costs of preparing and presenting its own case. Each party desiring a record of the proceedings shall pay for any costs thereof. In the event both parties agree to have a record of any type made of the hearing, said parties may share equally the cost of any such service.
- 24.4 The power and authority of the Arbitrator shall be strictly limited to determination and interpretation of the explicit terms of the Agreement as herein expressly set forth. He shall not have the authority to add or subtract from or modify any said terms of the Agreement; to limit or impair any right that is reserved to the City, the Union, or bargaining unit members; to establish or change any wage or rate of pay that has been agreed to in the Agreement.
- 24.5 No decision of any Arbitrator in one case shall create a basis for retroactive adjustment of any other case.

- 24.6 The Arbitrator may, under the powers granted by the terms of this Agreement, direct any remedy permitted by the Florida Arbitration Code.
- 24.7 The decision of the Arbitrator is final and binding on both parties and the grievance shall be considered permanently resolved. Review shall not be precluded pursuant to the Florida Arbitration Code.
- 24.8 The expenses of the Arbitrator shall be split equally by the parties. Each party shall make arrangements for and pay the witnesses that are called by it.

Article 25

Employee Educational Assistance

- 25.1 The City will reimburse bargaining unit members for the cost of tuition, books and fees under the following conditions:
- A. The course must be applicable to the employee's field of work or of such nature and quality to directly contribute to the employee's value and potential growth in Public Safety/Fire Rescue.
 - B. The course must be pre-approved by the Fire Chief and the City Manager and is subject to budgetary constraints.
 - C. Only specific courses for a specific semester will be approved. Blanket approval of courses will not be granted.
 - D. The course must be a part of a degree seeking program and be at a nationally or regionally accredited institution.
 - E. Reimbursement shall be made upon completion of the approved course and submission of the course final grade.
- 25.2 Effective Contract Approval date, the City will reimburse bargaining unit members for the cost of tuition, books and fees based on state college/university rates up to a maximum of one thousand (\$1,000) dollars per fiscal year in accordance with the following schedule:
- A. 100% for attaining a final grade of "A"
75% for attaining a final grade of "B"
50% for attaining a final grade of "C"
 - B. If the course grading system is pass/fail, the City will pay 75% for a "pass" and 0% for a "fail".
- 25.3 Bargaining unit members who resign from the City before the completion of one (1) year of service from the date of their last course reimbursement must pay back to the City any money received during that one (1) year period.

Article 26

Physical Examinations

- 26.1 Bargaining unit members are required to successfully complete a physical examination on an annual basis and are subject to a fitness for duty physical examination when necessary. The physical examination provider must certify to the City that the firefighter is medically qualified to perform all functions of a firefighter, in accordance with the guidelines set forth by the Florida State Fire Marshal Bureau of Fire Standards and Training and NFPA 1582. Refusal to complete all components of an annual physical examination shall be grounds for termination.
- 26.2 The annual physical examination will include at a minimum the following: medical examination, height and weight, blood pressure, lab tests including, urinalysis and metabolic blood panel, audio screening, EKG at rest or stress (upon recommendation by the physician) and a Tuberculosis test. The cost of the annual physical examination by the City's designated physical examination provider will be paid by the City.
- 26.3 The Tuberculosis test results must be read within the time frame specified by the physician. If the test results are not read within the specified time frame, the bargaining unit member will be required to receive another Tuberculosis test at the bargaining unit member's cost. If the Tuberculosis test is not completed within 30 days of the physical examination, the bargaining unit member will be required to undergo another complete physical examination at the bargaining unit member's cost.
- 26.4 Scheduling of the annual physical examination will be at the discretion of the Department and during normal scheduled work hours, when possible. Time spent at examinations which the City requires to be taken outside regular work hours will be considered hours worked for purposes of calculating overtime.
- 26.5 The City may require a member to undergo a physical or mental examination, at the City's expense, whenever there is a reasonable belief, based on fact, that the member's fitness for duty is in question, and shall determine the nature and extent of such "fitness for duty" physical or mental examination.
- 26.6 All physical, health, and mental examination results will be maintained in separate medical files maintained in the City's Human Resources Department. In accordance with Florida Statutes, records contained in the bargaining unit member's medical files may be exempt from disclosure pursuant to public records laws. However, any release of medical file information in accordance with Florida Statutes will be under the authority of the City Clerk.
- 26.7 All physical examinations will be conducted by a physician designated by the City. However, bargaining unit members may select their own physician to

perform the same annual physical examination, including testing and lab work, with the approval of the City. The physical examination must be completed according to NFPA 1582, Standards on Comprehensive Occupational Medical Program for Fire Departments. If the bargaining unit member's personal physician performs the annual physical examination, the City will reimburse the bargaining unit member for the cost of the physical examination up to the amount charged by the City's designated physical examination provider. In addition, the personal physician will have to complete the standard physical examination results form and send to the City.

Article 27

General Provisions

- 27.1 Bargaining unit members who are on duty shall be furnished with parking facilities at the Fire Department to the extent available. Said parking facilities shall be furnished at no cost to the bargaining unit member.
- 27.2 Bargaining unit members shall be required to observe and comply with such additional or supplemental rules and regulations promulgated and published by the Fire Chief or his designee only after receipt of actual notice of such rule modification.
- 27.3 Prior to the implementation of any new and/or revised regulations, procedures, departmental operating guidelines or personnel policies, the City shall provide the new or revised items to the Union for review twenty (20) days prior to the proposed implementation and, if required, will bargain prior to implementation.
- 27.4 Any memorandum issued will be in effect until the next annual revision of the department's operating guidelines, after which they must either be incorporated in the department's operating guidelines or shall be null and void.
- 27.5 All bargaining unit members are subject to drug/alcohol testing in accordance with the City's Drug Free Workplace Program.
- 27.6 Bargaining unit members may request an annual AIDS test to be performed at a facility designated by the City. Results of such tests shall be kept confidential.
- 27.7 The probationary period for new bargaining unit members is one (1) year; however, the period may be extended by the Fire Chief at his/her discretion for additional observation.
- 27.8 A bargaining unit member may, subject to prior approval of the Fire Chief, and review by the City Manager (within 14 calendar days), accept and be employed in an occupation off-duty, which is not in violation of Federal or State Laws or rules and regulations of the Department, providing that such employment shall not interfere with or adversely affect the performance of assigned duties. A bargaining unit member may not, however, engage in off-duty employment which is contrary to his/her medical restrictions.
- 27.9 An Extra Hours Opportunities List will be maintained for the firefighter, engineer, and fire lieutenant job classifications. Bargaining unit members will be maintained on the list based on their job classification experience in the department, with the most experienced being the highest on the list.
- 27.10 The City agrees to provide on-duty training for bargaining unit members when said training is required by the Fire Chief, Medical Director or the State of Florida. Training will be provided in traditional (in-person) as well as online

formats. Efforts will be made to offer multiple opportunities to attend and/or obtain the required training or re-certification. Should the member fail to attend the training sessions offered by the City (with the exception of being on Kelly Day or leave previously approved prior to training being announced/scheduled), the member shall be responsible to obtain the training while off-duty at his/her cost. The City shall comply with the FLSA.

Article 28

Severability Clause

- 28.1 If any article or section of this Agreement should be held invalid by operations of law or by any tribunal of competent jurisdiction, or, if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement shall not be affected thereby.
- 28.2 The parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

Article 29

Locker Room Facilities

- 29.1 The City agrees to provide and maintain locker room facilities for bargaining unit members, as appropriate.
- 29.2 Said locker room facilities shall consist of, but not limited to, the following: lockers, showers, training room.
- 29.3 An agent of the City shall have the right to inspect a bargaining unit member's locker space without permission of the bargaining unit member or proper authority of law, provided said inspection is done in the presence of a bargaining unit representative. The City shall be financially responsible for reimbursing a bargaining unit member for loss or destruction of property by an Agent or employee of the City during said inspection, excluding the locking device if the bargaining unit member was given the opportunity to open said locker.

Article 30

Voting

- 30.1 During a primary, special or general election, a bargaining unit member who is registered to vote, whose hours do not allow sufficient time for voting, shall be allowed necessary time off with pay for this purpose. Where the polls are open two (2) hours before or after the regularly scheduled work period, it shall be considered sufficient time for voting.

Article 31

Wages

31.1 The following pay scales shall be effective during the duration of this contract:

October 1, 2018 - DOA	Minimum			Maximum	
	Hourly	Annual		Hourly	Annual
Firefighter	\$14.26	\$37,133.04		\$21.82	\$56,819.28
Engineer	\$15.37	\$40,023.48		\$23.52	\$61,246.08
Firefighter/Inspector	\$19.78	\$41,142.40		\$30.26	\$62,940.80
Fire Lieutenant	\$18.05	\$47,002.20		\$27.62	\$71,922.48
1st pay period following DOA - Sept. 27, 2020	Minimum			Maximum	
	Hourly	Annual		Hourly	Annual
Firefighter	\$14.40	\$37,504.37		\$22.04	\$57,387.47
Engineer	\$15.68	\$40,823.95		\$23.99	\$62,471.00
Firefighter/Inspector	\$19.98	\$41,553.82		\$30.56	\$63,570.21
Fire Lieutenant	\$18.41	\$47,942.24		\$28.17	\$73,360.93
Sept. 28, 2020 - Sept. 30, 2021	Minimum			Maximum	
	Hourly	Annual		Hourly	Annual
Firefighter	\$14.69	\$38,247.55		\$22.48	\$58,540.00
Engineer	\$16.31	\$42,463.95		\$24.95	\$64,968.76
Firefighter/Inspector	\$20.38	\$42,389.57		\$31.17	\$64,836.10
Fire Lieutenant	\$19.51	\$50,816.02		\$29.86	\$77,755.96

The annual hours for Firefighters, Engineer and Fire Lieutenants shall be 2604 hours. The annual hours for Firefighter/Inspectors shall be 2080 hours.

31.2 Bargaining unit members who have specified certifications shall be eligible to receive incentive pay in accordance with the requirements outlined in the department's operating guidelines. Bargaining unit members who do not complete the necessary re-certification requirements necessary to maintain these certifications shall not be paid the incentive pay amounts. The incentive pay shall be based on annual amounts and paid to bargaining unit members bi-weekly in their regular paychecks. Incentive pay is included in the calculation of the bargaining unit member's FLSA hourly pay rate, however, it is not subject to merit and other pay increases. The qualified certifications and annual amounts are as follows:

- Hazardous Materials Technician \$600
- Confined Space/High Angle-Rope Rescue Technician \$600
- Paramedic Preceptor \$600
- Fire Field Training Officer \$600

- Child Safety Seat Technician \$600
- Paramedic: \$6,500
 - Effective the beginning of the first pay period after contract approval – \$7,250
 - Effective September 28, 2020 – \$8,000

Bargaining unit members must be designated by management and approved by the City's medical director to provide Advanced Life Support services as part of their official duties in order to be eligible to receive the above noted paramedic incentive pay.

31.3 The only add on or assignment pay that will be paid to bargaining unit members is Working Out of Classification. Bargaining unit members who are required by management to work in a higher classification due to a supervisor's absence shall be compensated an additional 5% for all hours worked in the higher classification.

31.4 Bargaining unit members shall be eligible for pay increases during the duration of this contract as follows:

- Bargaining unit members will be eligible to receive any October 1 pay increase that may be included in the October 1, 2018 - September 30, 2021 fiscal year budgets as approved by the City Council.
- Bargaining unit members will be eligible to receive hourly merit pay increases based on the overall rating of their twelve (12) month City employment anniversary performance evaluation as noted in Article 38 of this Agreement. Merit pay increases shall range from 2% to 4%, in accordance with the performance rating scale in use for certified fire department employees and are awarded for overall performance which meets or exceeds position/job expectations.
- Bargaining unit members employed with the city as of the contract approval date will be eligible to receive their merit pay increases retroactive to their evaluation date.

31.5 Merit pay increases shall not be available to bargaining unit members at the pay scale maximum. Effective October 1, 2018, lump sum merit payments in lieu of merit pay increases will be provided so long as lump sum payment are specifically included in the budget approved by the City Council.

31.6 Bargaining unit members in the following classifications shall receive the following pay increases.

- Firefighters: 1.00% effective the beginning of the first pay period after contract approval. 2.00% effective September 28, 2020.
- Engineers: 2.00% effective the beginning of the first pay period after contract approval. 4.00% effective September 28, 2020.

- Lieutenants: 2.00% effective the beginning of the first pay period after contract approval. 6.00% effective September 28, 2020.

Article 32

Holidays

32.1 The following days shall be observed as official holidays for bargaining unit members:

First Day of January (New Year's Day)

Third Monday of January (Martin Luther King Day)

Last Monday in May (Memorial Day)

The Fourth of July

First Monday in September (Labor Day)

November 11th (Veterans' Day)

Fourth Thursday in November (Thanksgiving)

Fourth Friday in November

December 24th (Christmas Eve)

December 25th (Christmas Day)

32.2 When an official holiday falls on a Saturday, eight (8) hour bargaining unit members shall observe the holiday on the Friday immediately preceding the holiday. When an official holiday falls on a Sunday, the eight (8) hour bargaining unit members shall observe the holiday on the first Monday after the holiday. Twenty-four (24) hour bargaining unit members shall observe the holiday on the actual holiday.

32.3 Holiday pay shall be paid in the following manner:

- A. All bargaining unit members who meet the Holiday Pay eligibility requirements outlined in Article 32.3.C. of this Agreement shall be paid Holiday Pay equivalent to eight (8) hours at the bargaining unit member's regular rate of pay. In the event that the observed holiday falls on the bargaining unit member's regularly scheduled day off, the member may request and, with the Fire Chief's approval, be given eight (8) hours off with pay in the same pay period, instead of being paid the holiday pay.
- B. All bargaining unit members who are required to work on an official holiday and do not qualify for the overtime premium as noted in Article 9 of this agreement shall be paid for all hours worked on the holiday at the rate of one and one-half (1.50) times the bargaining unit member's regular rate of pay. In

addition, the bargaining unit member must meet the Holiday pay eligibility requirements outlined in Article 32.3.C of this agreement.

C. To be eligible for Holiday Pay, a bargaining unit member must meet the following requirements:

1. Must be a full-time employee
2. Must work on any scheduled shift seventy-two (72) hours prior to and seventy-two (72) hours after the holiday as well as the day of the holiday, if scheduled, or the bargaining unit member must be in an approved pay status on any scheduled shift not less than seventy-two (72) hours prior to and seventy-two hours after the holiday, if scheduled. Pay status shall include-members on paid annual, sick, or comp time, as well as leave due to workers' compensation and/or personal days.

D. A bargaining unit member who reports in on the scheduled shift seventy-two (72) hours prior to and seventy-two (72) hours after the holiday as well as the day of the holiday and was unable to complete their shift due to illness, injury or emergency, shall be considered to have worked that day.

Article 33

Publication of the Agreement

- 33.1 The Union shall be responsible for printing and distributing the necessary number of copies of this Agreement to the bargaining unit members.
- 33.2 The Union and the City agree to execute duplicate originals of this Agreement.

Article 34

Promotions

- 34.1 Promotions shall be conducted as provided in the Department's Operating Guidelines.
- 34.2 Bargaining unit members promoted to Engineer or Lieutenant shall receive a pay increase to either the pay scale minimum noted in Article 31.1 of this agreement or equivalent to five (5) percent, whichever is greater.
- 34.3 The probationary period (12 months) for a promoted lieutenant may not be extended more than two (2) consecutive three (3) month periods.
- 34.4 If the promoted lieutenant does not successfully complete the probationary period, the lieutenant shall be demoted to a firefighter position. The member's rate of pay will be adjusted to the rate of pay prior to the promotion.

Article 35

Duration

- 35.1 This Agreement shall be in full force and effect upon ratification by the bargaining unit members and approval by the City Council. Such ratification and approval shall be made immediately following finalization of this Agreement.
- 35.2 This Agreement shall continue in full force and effect until midnight of September 30, 2021.
- 35.3 Upon expiration of this Agreement, the terms and conditions of employment of the bargaining unit members shall be governed by the status quo doctrine except that the pay increases outlined in Article 31 shall not be effective after the expiration of this Agreement. Pay increases after the expiration of this Agreement will be subject to negotiations.
- 35.4 Unless specifically stated herein, all changes shall be effective the beginning of the first pay period after contract approval (with the exception of merit pay increases).

Article 36

Damage or Loss to Personal Property

- 36.1 The City shall reimburse a bargaining unit member for loss or damage to personal property specifically noted in this article in the performance of his duty, subject to the procedures and restrictions set forth in the following paragraphs. No reimbursement shall be made if loss or damage results from carelessness, negligence or misuse on the part of the bargaining unit member.
- A. Lost or damaged corrective eyewear shall be reimbursed 100% of the cost of repair or replacement per bargaining unit member per incident not to exceed \$100.00. The maximum amount of reimbursement for the cost of repair or replacement of watches, wedding rings or medical identification bracelets shall be \$200 per bargaining unit member per incident.
 - B. Report of the loss of or damage to personal property must be made within the shift in which the loss or damage occurs or within a maximum of 3 calendar days if mitigating circumstances such as an injury prevent the bargaining unit member from reporting at the time of loss. Such report must include an explanation of how, when, and under what circumstances the loss occurred, and provide the brand name, original cost, and age of the item for which reimbursement is requested. The bargaining unit member's supervisor is responsible for investigating and making a recommendation to the Fire Chief concerning the claim.
 - C. To receive reimbursement, the bargaining unit members must provide a receipt for the replacement article and, if possible, the remains of the broken item.

Article 37

Pension

- 37.1 The City agrees to continue providing pension benefits to bargaining unit members in accordance with the City of Clermont Firefighters Pension Plan (Plan) in effect as approved by the pension board and City Council.
- 37.2 The Union agrees to allow the City to use 100% of all future Chapter 175 annual distributions up to the amount received in the 2012 calendar year (\$188,967) and 50% of any future annual amounts in excess of the 2012 calendar year distribution to fund the normal cost of the pension plan. The remaining 50% of any future annual amounts in excess of the 2012 calendar year distribution shall be credited to participant share accounts, with each participant's account receiving an equal share of the total amount allocated.
- 37.3 Bargaining unit members shall contribute four (4%) percent of their salary toward the normal pension cost of the Plan.

Article 38

Performance Evaluations

- 38.1 The City's current Performance Evaluation Policy, as outlined in the City's Employment Policies Manual is adopted hereto.

Article 39

Uniforms and Equipment

- 39.1 The City will provide uniforms and shoes to all bargaining unit members who are required to wear such uniforms and shoes in the performance of their duties at no cost to the member. The uniforms and shoes may be purchased by bargaining unit members with the annual uniform allotment established by the Fire Chief for each bargaining unit member from the City's designated provider. However, the bargaining unit member shall be responsible for any applicable clothing fringe benefit federal income taxes. The Fire Chief shall determine the style of uniform and shoes worn by the members.
- 39.2 Any uniforms provided by the City which are damaged or destroyed while a member is acting in the performance of their duties, shall be replaced by the City within a reasonable period of time at no cost to the member.
- 39.3 The City shall provide all equipment necessary to safely and effectively perform the duties and responsibilities of a sworn Firefighter at no cost to the member. The Fire Chief shall determine what equipment is necessary.
- 39.4 When it is determined that a bargaining unit member is at fault for loss or damage to City issued equipment through a careless or intentional act, in addition to any other applicable disciplinary actions an assessment may be made in accordance with the following schedule:
- A. If the loss/damage is the first occurrence within a two year period, the percentage assessed shall be 25% of the cost of repair or replacement, not to exceed fifty dollars (\$50.00).
 - B. If the loss/damage is the second occurrence within a two year period, the percentage assessed shall be 50% of the cost of repair or replacement, not to exceed seventy-five dollars (\$75.00).
 - C. If the loss/damage is the third occurrence within a two year period, the percentage assessed shall be 75% of the cost of repair or replacement, not to exceed one hundred dollars (\$100.00).
 - D. If the loss/damage is the fourth occurrence within a two year period, the percentage assessed shall be 100% of the cost of repair or replacement, not to exceed one hundred twenty-five dollars (\$125.00).
- Due to extenuating circumstances at the time of loss or damage, the member's supervisor may recommend to the Fire Chief that the assessment be waived.
- 39.5 Upon termination of employment or transfer from the department, the bargaining unit member shall return all uniforms and equipment issued to him/her in like condition as when issued, with the exception of reasonable wear and tear. If bunker gear is not returned, the employee shall be assessed a prorated cost of the gear based on age of gear, on his/her last paycheck in accordance with FLSA guidelines.

Article 40

Modified Duty Assignment

- 40.1 If a bargaining unit member is temporarily unable to perform the essential functions of his/her job due to a non-work related injury/illness, a written request for a modified duty assignment may be submitted. There shall be no modified duty status allowed a member unless, at the Fire Chief's sole discretion and in collaboration with Human Resources and the City Manager, it is determined that a necessary modified duty work opportunity exists within the Fire Department. In the event there is no modified duty work available in the Fire Department, the City Manager may approve modified duty status for work in other departments of the City.
- 40.2 If such an opportunity is available, the Fire Chief shall inform the bargaining unit member in writing of any modified duty assignment(s) and the physical capabilities required for their performance.
- 40.3 Upon the request of the Fire Chief, the bargaining unit member shall present this modified assignment information to the treating physician and obtain, at his/her expense, a written evaluation of the bargaining unit member's capacity to perform the essential functions of the assignment. The medical evaluation must be in sufficient detail to satisfy the Chief. The Chief reserves the right to request a second opinion from a City-selected physician at the City's expense if any doubt exists concerning the member's current ability to perform the modified duties.
- 40.4 Any modified duty assignment shall be administered by the City in accordance with applicable law, including but not limited to the Americans with Disabilities Act. Modified duty may be ended at the will of the City at any time in accordance with applicable law, and shall not be subject to the grievance/arbitration provisions of this Agreement.
- 40.5 A bargaining unit member performing a modified duty assignment will be paid only for time actually worked and at his/her regular straight time rate of pay. No additional or overtime hours may be worked when a member is performing a modified duty assignment. He/she may utilize accumulated and available sick, vacation, or personal time to make up a loss in pay if the modified assignment does not require at least eighty (80) hours in a biweekly pay period.
- 40.6 In the event a bargaining unit member suffers an on-the-job illness or injury that is compensable under Workers' Compensation, he/she shall be given preference for a light duty assignment over a member suffering a non-work related condition if there are insufficient necessary modified duty work opportunities available. The process for obtaining and granting such an assignment shall be the same as noted above in Sections 40.1 – 40.4.

Article 41

Smoking and Tobacco Use

- 41.1 It is understood that smoking and other forms of tobacco use is a known hazard to the health of employees, including members of the bargaining unit. In an effort to improve the health of bargaining unit members and to decrease the costs associated with treating tobacco related illnesses, bargaining unit members are required to adhere to the City's Smoking and Tobacco Use Policy in effect at the time unless otherwise stipulated in this Agreement.
- 41.2 Employees Hired after October 1, 2015 must be tobacco (all forms) free for 1 year prior to employment and must remain tobacco (all forms) free for the duration of their employment.
- 41.3 Employees hired prior to October 1, 2015 shall abide by the City's Smoking and Tobacco Use Policy.

Article 42

Health and Safety

- 42.1 It is the goal of the City and the Union to maintain the highest standards of workplace safety in the Fire Department in order to minimize accidents, injuries, illness and death in the fire Service. In an effort to accomplish this goal, the City agrees to the formation of a Fire Department Safety Committee that will be in compliance with the requirements as set forth in Florida Statutes 633.810.
- 42.2 All bargaining unit members shall be required to pass the annual physical agility test. The physical agility test shall be conducted in accordance with Department Operating Guidelines.

Article 43

Reduced Activity Period

- 43.1 Subject to operational needs, there shall be a period of reduced activity on each shift which should normally run from 1700 to 0700. During the reduced activity period, on-duty employees shall be in uniforms as required by the departmental operating guidelines and be ready to respond immediately to calls. After 1700, the on-duty crew shall complete the station duties for the day not yet completed before the reduced activity period, as well as other duties which the Fire Chief, or his/her designee, determines are necessary to be completed before the end of the shift.

Article 44

Complete Agreement

- 44.1 This Agreement constitutes the entire Agreement and understanding between the parties and subject to applicable law. This Agreement shall not be modified, altered, changed, or amended in any respect except upon the mutual agreement set forth in writing and signed by the authorized representatives of both parties. Furthermore, this Agreement supersedes any and all previous agreements and understandings between the parties, either written or orally.

Article 45

Special Events

45.1 “Special events” are defined as events in which a permit is required for activities/special events and for reserved use of City facilities. Special Events are temporary assemblies held on regulated property within the City of Clermont and shall include, but not be limited to, any ceremony, exhibition, show, concert, pageant, rally, private entertainment events, seasonal holiday sales, professional performances, concerts, parades, street dances, sporting events, festivals, competitions, art shows, runs/races/walks or assembly which is likely to attract participation of more than two hundred fifty (250) and any event where fireworks shall be used, exploded or displayed.

This definition shall be extended to events, which are City sponsored requiring firefighter staffing. The Fire Chief or his designee will review the public safety impact of each of these events and shall determine, if Fire and/or Emergency Medical Services (EMS) resources are needed.

45.2 Bargaining unit members working a special event will be considered to be on duty.

45.3 Bargaining unit members who work the Special Event outside of their regularly scheduled shift and do not qualify for the overtime premium noted in Article 9.17 of this contract shall be paid for all hours worked the Special Event at the rate of one and one-half times (1.5) the bargaining unit member’s rate of pay, inclusive of all incentives. Hours worked in preparation of the Special Event do not qualify for this Special Event premium (except for up to one hour per employee per event), however said hours would be paid in accordance with the Fair Labor Standards Act.

45.4 The hours worked during the special event will be considered time worked for purpose of overtime calculation in the work period in which the special event occurred, in accordance with the Fair Labor Standards Act.

45.5 Compensation earned while working special events shall be considered pensionable and is taxable.

45.6 Special events duty shall be assigned in accordance with Article 2 Prevailing and Management Rights 2.2; Article 27 General Provisions 27.9 Extra Hour Opportunities; Article 9 Overtime, Overtime Pay and Compensatory Time, and any and all articles applicable in the collective bargaining agreement effective January 24, 2017. Article 10 Extra-Duty shall not apply. Voluntary and mandatory special event assignments shall be paid in the same manner, in accordance with items 45.3 through 45.5.

**NEGOTIATING TEAM FOR THE CLERMONT PROFESSIONAL
FIREFIGHTERS UNION LOCAL 4350**

Steven Smith, President

Dean Luginbuhl, Vice President

Adam Watkins, Treasurer

Brian Davis, Secretary

NEGOTIATING TEAM FOR THE CITY OF CLERMONT

Darren Gray, City Manager

Susan Carroll Dauderis, Human Resources Director

Carle Bishop, Fire Chief

Joseph Van Zile, Finance Director

Lindsay N. Greene, Labor Attorney

**THIS AGREEMENT APPROVED UPON ADOPTION BY THE CITY COUNCIL OF THE CITY
OF CLERMONT ON THE 12TH DAY OF NOVEMBER, 2019.**

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 12, 2019		
Agenda Item Name		
Bid Award and Budget Amendment		
Requested Action		
Recommend to approve contract with Mack Concrete Industries, Inc. to provide construction of Sunburst WTP screening wall in the amount of \$321,779 and a budget amendment to the water fund for the same amount.		
Staff Report		
The Purchasing Department and the Environmental Services Department recommend approval of the above action. On September 11, 2018 the Environmental Services Department presented various barrier wall options for Sunburst Lane. The City Council discussed the options presented and approved moving forward with the 12 foot pre-cast wall option. The Purchasing Department issued a Request for Bid (RFB) number 19-044 on April 10, 2019, to acquire a contractor to construct a 1,000 linear feet of pre-cast wall at the Environmental Services Department property. The city received one response to the RFB which with an over budget price of \$791,276. As a result, the bid was not awarded and specifications were revised. The Purchasing Department issued a Re-Bid number 20-005 on August 20, 2019. The result of the re-bid was three respondents with the lowest base bid price of \$321,779. The RFB was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. The 1,000 linear feet of pre-cast screening wall will be constructed along the eastern side of the Sunburst Lane Water Treatment Facility. Award is being recommended to low responsive and responsible bidder Mack Industries, Inc. d/b/a Mack Concrete Industries, Inc. in the base bid price of \$321,779 who complied with all terms, conditions, and specifications stated in the RFB.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$321,779 is not included in the current year approved budget therefore a budget amendment is recommended.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFB 20-005 Response Tabulation RFB 20-005 Response Tabulation.pdf		
2. RFB 20-005 Award Recommendation RFB 20-005 Award Recommendation.pdf		



RESPONSE TABULATION

RFB 20-005, CONSTRUCTION OF SUNBURST WTP SCREENING WALL RE-BID
DUE DATE/TIME: OCTOBER 10, 2019 AT 2:00 P.M. (EST)

COMPANY NAME	Bid Bond	Addn. 1-3	Base Bid Price	Base Bid + Option 1 Price	Base Bid + Option 2 Price
Mack Concrete Industries, Inc. – Astatula, FL	Y	Y	\$321,779.00	N/A	N/A
Jam 5:20 Inc. – Largo, FL	Y	Y	\$340,635.00	\$585,525.00	\$610,305.00
Concrete Impressions of Florida – Tampa, FL	Y	Y	\$492,897.76	\$722,907.76	\$698,607.76

*Option 1 includes a 3,000 sq.ft. pre-engineered aluminum canopy.

*Option 2 includes a 3,000 sq.ft. pre-engineered steel canopy



FREDDY L. SUAREZ
Purchasing Director
Purchasing Department

352-241-7350
fsuarez@clermontfl.org

AWARD RECOMMENDATION
OCTOBER 21, 2019
RFB 20-005 – CONSTRUCTION OF SUNBURST WTP SCREENING WALL RE-BID

Based on the results of the bid submittals, the Purchasing Department is recommending award to the low responsive and responsible bidder, Mack Industries, Inc. d/b/a Mack Concrete Industries, Inc., for the base bid price of \$321,779.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, November 12, 2019	
Agenda Item Name	
Piggyback Contract	
Requested Action	
Recommend to approve a piggyback contract number FSA19-VEL27.0 from the Florida Sheriff's Association with Bozard Ford and Barber Ford to purchase a total of nine (9) vehicles.	
Staff Report	
The Purchasing Department, Environmental Services Department and the Police Department recommend approval of the above action. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 2010-007 and 2010-008 notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve to piggyback the Florida Sheriff's Association contract number FSA19-VEL.27.0 <u>Environmental Services Department</u> Qty: Property Description (1) 2020 Ford Escape SE AWD (1) 2020 Ford F-250 Reg Cab 4x4 <u>Police Department</u> Qty: Property Description (7) 2020 Dodge Charger Police Rated Vehicles The Florida Sheriff's Association contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.	
Additional Analysis	
Fiscal Impact Summary	
The total purchase amount is \$242,775 and is included in the current year approved budget. Environmental Services Vehicles (2): \$51,780 Department Account Code: 41533-66400 Police Department New Vehicles (5): \$136,425	

Department Account Code: 15521-66400

Police Department Replacement Vehicles (2): \$54,570

Department Account Code: 12521-66400

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
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1.	2020 Public Works Vehicles	2020 Public Works Vehicles.pdf
2.	2020 Police Department Vehicles	2020 Police Department Vehicles.pdf
3.	RFI 2010-007	RFI 2010-007.pdf
4.	RFI 2010-008	RFI 2010-008.pdf



October 10, 2019

TIM CAYTON
CITY OF CLERMONT

Bozard Ford is pleased to submit the following quote based on FSA Contract FSA 19-VEL27.0

SPEC285	2020 FORD ESCAPE SE AWD (U9G)	\$23,760.00
NST	NEW CITY TAG	\$185.00
50C	FLOOR LINERS FRONT AND REAR	\$124.00

Total	\$24,069.00
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Sincerely,

Jeffrey Eason

Government Sales Director



October 9, 2019

TIM CAYTON
CITY OF CLERMONT

Bozard Ford is pleased to submit the following quote based on FSA Contract FSA 19-VEL27.0

SPEC197	2020 FORD F-250 REG CAB 4X4 (F2B)	\$25,364.00
NST	NEW CITY TAG	\$185.00
52B	BRAKE CONTROLLER	\$269.00
TOWPKGSD	SUPER DUTY TRAILER TOWING PACKAGE INCLUDES HITCH, BAR, BALL, PIN, CLIP	\$1,399.00
LINER	DEALER INSTALLED SPRAY LINER	\$494.00

Total	\$27,711.00
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Sincerely,

Jeffrey Eason
Government Sales Director

**CITY OF CLERMONT, FLORIDA
FISCAL YEAR 2020 BUDGET**



EXPENDITURES

ENVIRONMENTAL SERVICES	FY 2018	FY 2019		FY 2020
	ACTUAL	REVISED BUDGET	PROJECTED	ADOPTED
41533 - WATER (Cont.)				
(1) REPLACEMENT SMALL PICKUP TRUCK				23,597
(1) LARGE PICKUP TRUCK FOR CONSTRUCTION FOREMAN				33,000
41533-66401 - CAPITAL EQUIPMENT	197,732	130,000	130,000	270,000
PRESSURE REDUCING VALVE REPLACEMENT PROJECT				270,000
41533-66404 - CAP OUT-SOFTWARE	-	62,387	62,387	-
41533-66404-33113 - CAP OUT-S-WARE-ASSET M	15,427	-	1,082	-
41533-66900 - CAP OUT-PRO SVC	39,336	73,407	73,407	800,000
WATER MAIN SYSTEM LOOPING				300,000
WEST WATER SYSTEM DESIGN AND ENGINEERING				500,000
41533-66900-33112 - CAP-PRO SVC LWR FL ACQ	152,976	-	-	-
41533-66900-33113 - CAP OUT-PRO ASSET MGT S	12,287	-	-	-
41533-66900-33114 - CAP-PRO SVC W WTR SYSI	-	500,000	500,000	-
41533-66900-33115 - CAP OUT-PS JOHN LK WTRM	37,434	45,800	60,000	-
41533-66900-33117 - CAPOUT-PS W SIDE LP PH#	12,372	92,287	50,000	-
41533-66900-33118 - CAP-PS HIGH SVC PUMBLD	-	12,615	12,615	-
41533-66900-33119 - CAP-PS SUNBURST WALL 3	-	46,978	46,798	-
41533-66900-38123 - CAPOUT-PROSVC CDBG FFY	15,181	126,550	94,913	31,637
DESIGN COST CDBG PROJECT				31,637
CAPITAL OUTLAY	1,497,705	2,640,051	1,220,829	2,333,634
41533-77119 - DEBT SVC-2009 BOND PRIN	-	255,600	255,600	264,600
41533-77122 - DEBT SVC-2017 W/S BOND PRIN	-	32,400	32,400	33,480
41533-77219 - DEBT SVC-2009 BOND INTEREST	(654)	13,734	13,733	4,630
41533-77222 - DEBT SVC-2017 W/S BOND INTER	84,956	92,294	92,294	91,510
41533-77300 - PAY AGENT FEES	145	-	-	-
41533-77305 - DEBT SVC- BOND ISSUE COSTS	18,582	-	-	-
DEBT SERVICE	103,029	394,028	394,027	394,220
TOTAL WATER FUND	5,750,644	7,875,225	6,186,652	9,026,645
42535 - SEWER				
42535-12100 - REGULAR SALARIES	1,112,900	1,322,595	1,269,766	1,395,046
42535-12100-99000 - REGULAR SALARIES-IRMA-	120	-	-	-
42535-12120 - OVERTIME SALARIES	28,581	25,900	65,141	26,400
42535-12220 - FICA	82,366	97,993	97,128	98,495
42535-12220-99000 - FICA-IRMA-99000	9	-	-	-
42535-12240 - DEFINED CONTRIBUTION PENSION	85,343	132,224	105,402	142,145
42535-12240-99000 - DEFINED CONTRIBUTION-I	12	-	-	-
42535-12300 - GROUP INSURANCE	292,127	342,220	295,613	371,627
42535-12305 - LIFE INSURANCE	3,299	4,166	3,660	4,394
42535-12315 - EMPLOYEE ASSISTANCE PLAN	602	758	638	773
42535-12400 - WORKERS COMPENSATION	15,196	16,716	13,804	15,184



Clermont Police Dept

Specification # 236

Unit Description Dodge Charger V8 Sedan, AWD, LDEE48

Prepared for:

Prepared by:

10/16/2019

Clermont Police Dept

Attn: Cpt Michael McMaster

352.394.5588

mmcmaster@clermtfl.org

Garber Ford Inc

Todd Brandt

(904) 264-2442 ext.2348 FAX: (904) 284-0054

3380 Hwy 17 Green Cove Springs, FL 32043

tbrandt@garberautomall.com



**Florida Sheriffs
Association**

Prices are published by the Florida Sheriffs Association.

(https://www.flsheriffs.org/our_program/purchasing_programs/cooperative-fleet-bid-awards/). Purchasing contract number is FSA19-VEL 27.0, expiring September 30th, 2020 for – Police Rated Vehicles/Motorcycles, Sedans & Light Trucks. If you have any questions regarding this quote please call!

		Base Price	
LDEE48	2020 DODGE CHARGER POLICE RATED V8 SEDAN, AWD, LDEE48	\$24,993.00	
Codes	Optional Equipment	Unit Price	Net Price
29A	QUICK ORDER PACKAGE	0	\$0.00
EZH	5.7L V8 HEMI ENGINE	0	\$0.00
DGJ	5-SPEED AUTOMATIC TRANSMISSION	0	\$0.00
PX8	SOLID EXTERIOR PAINT: PITCH BLACK	0	\$0.00
C8X9	REAR VINYL SEAT DELETE TO CLOTH	-75	(\$75.00)
LNK	LED SPOTLAMP UPGRADE	148	\$148.00
TYL	TIRESS 245/55T18 BSW PERFORMANCE/GOODYEAR IRES	178	\$178.00
DR3	220MM REAR AXLE	113	\$113.00
MSY	DELETE BADGE- INCLUDING DODGE GRILLE BADGE	0	\$0.00
TBH	FULL SPARE TIRE RELOCATION BRACKET	143	\$143.00
CW6	DEACTIVATE REAR DOORS/WINDOWS	74	\$74.00
LBG	FRONT READING/MAP LIGHTS	74	\$74.00
2-TONE	PAINT DOORS WHITE ONLY	926	\$926.00
TINT	TINT ALL WINDOWS DARK AS LEGAL	246	\$246.00
AWC	FLEET SAFETY GROUP W/POWER FOLD PURSUIT MIRRORS AND BLIND SPOT	348	\$348.00
	AND CROSS PATH DETECTION	0	\$0.00
		0	\$0.00
		0	\$0.00
		0	\$0.00
		0	\$0.00
		0	\$0.00
		0	\$0.00
		0	\$0.00
	WE HAVE A COMPLETE EVT CERTIFIED SHOP FOR YOUR POLICE EQUIPMENT	0	\$0.00
	NEEDS. PLEASE ALLOW US THE OPPORTUNITY TO MAKE YOUR VEHICLES	0	\$0.00
	READY FOR THE ROAD. CHECK OUT OUR PRICING	0	\$0.00
		0	\$0.00
YTAG	YELLOW STATE TAG	117	\$117.00
DEL	DELIVERY	0	\$0.00
		0	\$0.00
TOTAL PURCHASE AMOUNT PER VEHICLE		\$ 27,285.00	

Total \$ 190,995.00



REQUEST FOR INFORMATION

Intent to Utilize the Florida Sheriffs Association Contract to Purchase Vehicle

CONTACT INFORMATION:	RFI No. 2010-007	ISSUED DATE: October 14, 2019
Marilyn Rodriguez Contracts Coordinator EMAIL: mrodriguez@clermontfl.org Phone: (352) 241-7350	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>October 22, 2019 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

SOLICITATION RESPONSE: Responses will be received until the notice end date specified above or as otherwise amended. No late responses will be accepted.

Responses may be submitted electronically to the Purchasing Director by email.

Hardcopy responses may be delivered to: City of Clermont Purchasing Department, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

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

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Public Works Department

(b) Company Information: Bozard Ford Government Fleet

(c) Contract Number and Title: FSA19-VEL27.0, Specification # 285, 197

(d) Length of Contract: One (1) year from October 1, 2019 to September 30, 2020.

(e) Product or Service Provided: The City of Clermont is planning to purchase the following vehicles:

One (1) new 2020 Ford Escape SE AWD (U9G), Spec # 285
NST New City Tag
50C Floor Liners Front and Rear

One (1) new 2020 Ford F-250 Reg Cab 4 X 4 (F2B), Spec # 197
NST New City Tag
52B Brake Controller
TOWPKGSD Super Duty Trailer Towing Package Includes Hitch, Bar, Ball, Pin, Clip
Liner Dealer Installed Spray Liner

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Purchasing Director by email or by mail prior to the "Notice End Date" indicated above to advise whether your company can provide any of the product or service mentioned above.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the product or service described. **Respondents are not to provide pricing.** All responses will be evaluated by the Purchasing Department and the Department requesting the product or service which will be the sole determining power in establishing the approved equal status of the commodity offered by the respondent.



REQUEST FOR INFORMATION

Intent to Utilize the Florida Sheriffs Association Contract to Purchase Vehicle

CONTACT INFORMATION:	RFI No. 2010-008	ISSUED DATE: October 17, 2019
Marilyn Rodriguez Contracts Coordinator EMAIL: mrodriguez@clermontfl.org Phone: (352) 241-7350	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>October 25, 2019 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

SOLICITATION RESPONSE: Responses will be received until the notice end date specified above or as otherwise amended. No late responses will be accepted.

Responses may be submitted electronically to the Purchasing Director by email.

Hardcopy responses may be delivered to: City of Clermont Purchasing Department, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

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

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Police Department

(b) Company Information: Garber Ford, Inc.

(c) Contract Number and Title: FSA19-VEL27.0, Specification # 236

(d) Length of Contract: One (1) year from October 1, 2019 to September 30, 2020.

(e) Product or Service Provided: The City of Clermont is planning to purchase the following vehicles:

Police Department

Seven (7) new 2020 Dodge Charger Police Rated V8 Sedan, AWD, LDEE48

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Purchasing Director by email or by mail prior to the "Notice End Date" indicated above to advise whether your company can provide any of the product or service mentioned above.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the product or service described. **Respondents are not to provide pricing.** All responses will be evaluated by the Purchasing Department and the Department requesting the product or service which will be the sole determining power in establishing the approved equal status of the commodity offered by the respondent.



Clermont Police Dept

Specification # 236

Unit Description Dodge Charger V8 Sedan, AWD, LDEE48

Prepared for:

Prepared by:

10/16/2019

Clermont Police Dept

Attn: Cpt Michael McMaster

[352.394.5588](tel:352.394.5588)

mmcmaster@clermontfl.org

Garber Ford Inc

Todd Brandt

(904) 264-2442 ext.2348 FAX: (904) 284-0054

3380 Hwy 17 Green Cove Springs, FL 32043

tbrandt@garberautomall.com



Florida Sheriffs
Association

Prices are published by the Florida Sheriffs Association.

(https://www.flsheriffs.org/our_program/purchasing_programs/cooperative-fleet-bid-awards/). Purchasing contract number is FSA19-VEL 27.0, expiring September 30th, 2020 for – Police Rated Vehicles/Motorcycles, Sedans & Light Trucks. If you have any questions regarding this quote please call!

		Base Price	
LDEE48	2020 DODGE CHARGER POLICE RATED V8 SEDAN, AWD, LDEE48	\$24,993.00	
Codes	Optional Equipment	Unit Price	Net Price
29A	QUICK ORDER PACKAGE	0	\$0.00
EZH	5.7L V8 HEMI ENGINE	0	\$0.00
DGJ	5-SPEED AUTOMATIC TRANSMISSION	0	\$0.00
PX8	SOLID EXTERIOR PAINT: PITCH BLACK	0	\$0.00
C8X9	REAR VINYL SEAT DELETE TO CLOTH	-75	(\$75.00)
LNK	LED SPOTLAMP UPGRADE	148	\$148.00
TYL	TIRESS 245/55T18 BSW PERFORMANCE/GOODYEAR IRES	178	\$178.00
DR3	220MM REAR AXLE	113	\$113.00
MSY	DELETE BADGE- INCLUDING DODGE GRILLE BADGE	0	\$0.00
TBH	FULL SPARE TIRE RELOCATION BRACKET	143	\$143.00
CW6	DEACTIVATE REAR DOORS/WINDOWS	74	\$74.00
LBG	FRONT READING/MAP LIGHTS	74	\$74.00
2-TONE	PAINT DOORS WHITE ONLY	926	\$926.00
TINT	TINT ALL WINDOWS DARK AS LEGAL	246	\$246.00
AWC	FLEET SAFETY GROUP W/POWER FOLD PURSUIT MIRRORS AND BLIND SPOT	348	\$348.00
	AND CROSS PATH DETECTION	0	\$0.00
		0	\$0.00
		0	\$0.00
		0	\$0.00
		0	\$0.00
		0	\$0.00
		0	\$0.00
		0	\$0.00
		0	\$0.00
	WE HAVE A COMPLETE EVT CERTIFIED SHOP FOR YOUR POLICE EQUIPMENT	0	\$0.00
	NEEDS. PLEASE ALLOW US THE OPPORTUNITY TO MAKE YOUR VEHICLES	0	\$0.00
	READY FOR THE ROAD. CHECK OUT OUR PRICING	0	\$0.00
		0	\$0.00
YTAG	YELLOW STATE TAG	117	\$117.00
DEL	DELIVERY	0	\$0.00
		0	\$0.00
TOTAL PURCHASE AMOUNT PER VEHICLE		\$ 27,285.00	

Total ⁷ 190995



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 12, 2019		
Agenda Item Name		
Piggyback Contract		
Requested Action		
Recommend to approve purchase from the Florida Sheriffs Association contract number FSA19-VEH17.0 with Futch's Tractor Depot, Inc. to purchase a total of three (3) heavy equipment vehicles.		
Staff Report		
The Purchasing Department, Public Works Department and the Environmental Services Department recommend approval of the above action. At the request of the Public Works Department and the Environmental Services Department, the Purchasing Department sought a contract from the Florida Sheriffs Association number FSA19-VEH17.0, to purchase vehicles. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 2010-012 and 2010-013 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve to piggyback the Florida Sheriffs Association contract number FSA19-VEH17.0 titled Heavy Trucks and Equipment. <u>Public Works Department</u> Qty: Property Description (2) Kubota RTVX900 Utility Vehicle <u>Environmental Services Department</u> Qty: Property Description (1) Kubota L3901DT Tractor The Florida Sheriffs Association contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$53,066.56 is included in the current year approved budget. Public Works Account Code: 12542-66401 Environmental Services Account Code: 42535-66401		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		
1.	Kubota_Tractor2019	Kubota_Tractor2019.pdf
2.	Kubota RTV Quote PW	Kubota RTV Quote PW.pdf
3.	RFI 2010-012	RFI 2010-012.pdf
4.	RFI 2010-013	RFI 2010-013.pdf



Futch's Depot



Tractor/ Construction Divison

8515 State Rd 207 N. Hastings,
FL 32145

904-692-3673



Power Depot Divisons

Palatka , FL
386-385-5658

Keystone Hts, FL
352-473-4001

City OF Clermont

Quote

John Smith

3335 Hancock Rd.

Clermont Fl. 37411

352-552-3359

jsmith@clermontfl.org

Date:

10/25/2019

Salesman: Tony Bryant

Email: tony.bryant@futchsdepot.com

Cell: 904-501-1749

DESCRIPTION	Stock #	Price
Florida Sheriffs Association FSA19-17VEH.		
Spefication #25		
Kubota L3901DT		\$15,296.00
Addendum #3 ADD 3.4%		\$520.06
Upgrade : Kubota L3901hst		\$1,996.00
Upgrade: Canopy Fiberglass (E113' canopy kit E1136		\$799.00
Upgrade : Front Turf tires R3 (ALR8893)		\$414.00
Upgrade : Rear Turf Tires R3 (ALR8804A)		\$856.00
Upgrade : Grill Guard L2258		\$326.00
Upgrade : Bumper weights 5 total weigh bracket bolt kit		\$465.00
Upgrade : FDR1660 finish mower		\$2,744.00
Upgrade : RGA 1250 Rotary tiller x2 sets		\$4,796.00
upgrade : extra set of mower blade. X3 sets		\$195.42
Deliver to City of Clermont		\$252.00
Good from 10-01-2019 to 9-30-20	SUBTOTAL	\$28,659.48
Trade Info	This charge represents cost and profit to the seller/ dealer for items such as inspecting, cleaning and adjusting equipment and preparing documents related to the sale.	
MAKE & MODEL	SERIAL NO.	trade value
		TAXABLE AMOUNT
		\$28,659.48
		SALES TAX
		exempt
		TOTAL SALE
		\$28,659.48
		Deposit
		Delivery
		Payment
		BALANCE DUE

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TERMS: If balance due is charged to the customer's account, NET 10th OF THE MONTH FOLLOWING PURCHASE. All accounts not paid by the 10th of the month following purchase are subject to a FINANCE CHARGE at a monthly rate of 1.5% which is an ANNUAL RATE of 18%, applied to previous balance without deducting current payments or credits. **DEPOSITS ARE NON- REFUNDABLE!**

ACCEPTED BY CUSTOMER _____ DATE _____

**CITY OF CLERMONT, FLORIDA
FISCAL YEAR 2020 BUDGET**



EXPENDITURES

	FY 2018	FY 2019		FY 2020
		REVISED BUDGET	PROJECTED	ADOPTED
PUBLIC WORKS	ACTUAL			
10542 - GROUNDS MAINTENANCE (Cont.)				
10542-55211 - MOSQUITO CONTROL CHEMICALS	-	2,000	-	2,000
10542-55401 - TRAINING & EDUCATION	4,580	7,690	7,700	7,700
OPERATING EXPENSES	691,149	681,921	732,991	628,355
10542-66300-72126 - CAP OUT-OTH IMP HANC LG	-	309,847	309,847	-
10542-66301-72113 - CAP OUT-LK HIAWATH RES	882	6,160	6,160	-
10542-66301-72125 - CAP OUT-PALATLKAHA PH I	617	-	-	-
10542-66401 - CAPITAL EQUIPMENT	-	51,498	51,498	-
CAPITAL OUTLAY	1,499	367,505	367,505	-
TOTAL GENERAL FUND	1,620,613	2,246,811	2,046,226	1,581,800
12542 - GROUNDS MAINTENANCE				
12542-66300 - CAP OUT-OTHER IMPROVEMENT	15,952	262,031	222,512	100,000
REHABILITATION OF CITY PARKS				100,000
12542-66301 - CAP OUT-RECREATION	181,920	95,000	95,000	-
12542-66400 - CAP OUT-VEHICLES	45,161	52,000	50,200	-
12542-66401 - CAP OUT-EQUIPMENT	19,061	-	49,139	41,260
(1) REPLACEMENT ZERO TURN MOWER				13,430
(1) LAKE HIAWATHA PRESERVE UTILITY VEHICLE				13,915
(1) WATERFRONT PARK UTILITY VEHICLE				13,915
CAPITAL OUTLAY	262,093	409,031	416,851	141,260
TOTAL INFRASTRUCTURE FUND	262,093	409,031	416,851	141,260
13542 - CEMETERY				
13542-12100 - REGULAR SALARIES	46,088	47,005	47,480	48,819
13542-12120 - OVERTIME SALARIES	5	500	-	500
13542-12220 - FICA	3,035	3,113	3,147	3,278
13542-12240 - DEFINED CONTRIBUTION PENSION	3,892	4,751	4,739	4,932
13542-12300 - GROUP INSURANCE	15,727	17,671	16,586	16,208
13542-12305 - LIFE INSURANCE	148	148	153	154
13542-12315 - EMPLOYEE ASSISTANCE PLAN	24	24	25	24
13542-12400 - WORKERS COMPENSATION	954	1,050	865	908
PERSONNEL SERVICES	69,874	74,262	72,995	74,823
13542-53100 - PRO SVC-GENERAL	262	-	-	-
13542-53129 - DRUG SCREENS	35	-	-	-
13542-53154 - PRO SVC-INVESTMENT ADVISOR	436	-	-	-
13542-54300 - ELECTRIC & GAS SERVICE	2,587	3,500	3,500	3,500
13542-54301 - WATER & SEWER SERVICE	466	1,000	600	1,000
13542-54304 - SOLID WASTE DISPOSAL FEES	-	934	934	934
13542-54600 - R&M-BUILDINGS	500	1,500	1,500	1,500
13542-54601 - REPAIR & MAINT-VEHICLES	-	4,000	4,000	4,000
13542-54605 - REPAIR & MAINT-TREES	-	500	500	500
13542-54606 - R&M-GROUNDS	2,131	12,000	12,000	500
13542-54607 - REPAIR & MAINT-SOD	905	1,500	1,500	1,500



Futch's Depot



Tractor/ Construction Division

8515 State Rd 207 N. Hastings,
FL 32145

904-692-3673



Power Depot Divisions

Palatka , FL
386-385-5658

Keystone Hts, FL
352-473-4001

City of Clermont

Tim Cayton

400 12th St.

Clermont FL 34711

352-394-7177

tcayton@clermontfl.org

Quote

#1

Date:

10/17/2019

Salesman: Tony Bryant

Email: tony.bryant@futchsdepot.com

Cell: 904-501-1749

DESCRIPTION		Stock #	Price
Florida Sheriffs Association FSA19-VEH17Upgrade :			
Spefication #2			
Kubota RTVX900			\$9,696.00
Addendum #3 ADD 4.1%			\$395.54
Upgrade:(CV joint Guard Rear (K7591-99160)			\$99.00
Upgrade : CV joint Guard front (K7591-99150)			\$99.00
Upgrade : Full Rack System (77700-v5012)			\$823.00
Upgrade : Canopy VC5011			\$475.00
Upgrade : Hitch reciever (77700-5200)			\$36.00
UpGrade: Rier view mirror (77700-4266)			\$56.00
upgrade : back up alarm (K7591-996400			\$137.00
Upgrade : base spray package floor and bed			\$499.00
		SUBTOTAL	\$12,315.54
Trade Info		This charge represents cost and profit to the seller/ dealer for items such as inspecting, cleaning and adjusting equipment and preparing documents related to the sale.	
MAKE & MODEL	SERIAL NO.	trade value	
		TAXABLE AMOUNT	\$12,315.54
		SALES TAX	Exempt
		TOTAL SALE	\$12,315.54
		Deposit	
		Delivery	
		Payment	
		BALANCE DUE	

DISCLAIMER OR WARRANTIES: All warranties on the product sold hereby are those made by the manufacturer. The seller FTD, Inc. expressly disclaims all warranties either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose and FTD, Inc., neither assumes or authorizes any person to assume for any liability in connection with the sale of said product.

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ACCEPTED BY CUSTOMER _____ DATE _____



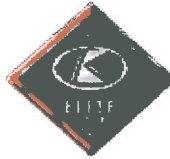
Futch's Depot



Tractor/ Construction Division

8515 State Rd 207 N. Hastings,
FL 32145

904-692-3673



Power Depot Divisions

Palatka , FL
386-385-5658

Keystone Hts, FL
352-473-4001

City of Clermont

Tim Cayton

400 12th St.

Clermont FL 34711

352-394-7177

tcayton@clermontfl.org

Quote

#2

Date:

10/17/2019

Salesman: Tony Bryant

Email: tony.bryant@futchsdepot.com

Cell: 904-501-1749

DESCRIPTION		Stock #	Price
Florida Sheriffs Association FAS19-VEH17			
Specification #2			
Kubota RTVX900			\$9,696.00
Addendum #3 ADD 4.1%			\$395.54
Upgrade: rear view mirror (77700-V4266)			\$56.00
Upgrade : Canopy VC5011			\$475.00
Upgrade: receiver hitch (77700-V5200)			\$36.00
Upgrade: Back up Alarm (K7591-994600)			\$137.00
Upgrade : Winch (77700-5244)			\$599.00
Upgrade: Cv joint guard front (K7591-99150)			\$99.00
Upgrade: C V joint guard rear (K7591-99160)			\$99.00
Upgrade: Base spray Package floor & bed			\$499.00
		SUBTOTAL	\$12,091.54
Trade Info	This charge represents cost and profit to the seller/ dealer for items such as inspecting, cleaning and adjusting equipment and preparing documents related to the sale.		
MAKE & MODEL	SERIAL NO.	trade value	
		TAXABLE AMOUNT	
		\$12,091.54	
		SALES TAX	
		Exempt	
		TOTAL SALE	
		\$12,091.54	
		Deposit	
		Delivery	
		Payment	
		BALANCE DUE	

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TERMS: If balance due is charged to the customer's account, NET 10th OF THE MONTH FOLLOWING PURCHASE. All accounts not paid by the 10th of the month following purchase are subject to a FINANCE CHARGE at a monthly rate of 1.5% which is an ANNUAL RATE of 18%, applied to previous balance without deducting current payments or credits. **DEPOSITS ARE NON- REFUNDABLE!**

ACCEPTED BY CUSTOMER _____ DATE _____



REQUEST FOR INFORMATION

Intent to Utilize the FL Sheriff's Association Contract to Purchase Tractor

CONTACT INFORMATION:	RFI No. 2010-012	ISSUED DATE: October 25, 2019
Ramsey Gross Senior Purchasing Agent EMAIL: rgross@clermontfl.org Phone: (352) 241-7350	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>October 31, 2019 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

SOLICITATION RESPONSE: Responses will be received until the notice end date specified above or as otherwise amended. No late responses will be accepted.

Responses may be submitted electronically to the Senior Purchasing Agent by email.

Hardcopy responses may be delivered to: City of Clermont Purchasing Department, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

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

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Environmental Services

(b) Company Information: Futch's Depot

(c) Contract Number and Title: FSA19-VEH 17.0 Heavy Trucks and Equipment. Specification #25

(d) Length of Contract: October 1, 2019 through September 30, 2020.

(e) Product or Service Provided: The City of Clermont is planning to purchase the following tractor:

One (1) new Kubota L3901DT

Addendum #3 ADD 3.4%

Upgrade: Kubota L3901hst

Upgrade: Canopy Fiberglass (E113 canopy kit E1136)

Upgrade: Front Turf tires R3 (ALR8893)

Upgrade: Rear Turf Tires R3 (ALR8804A)

Upgrade: Grill Guard L2258

Upgrade: Bumper weights 5 total weigh bracket bolt kit

Upgrade: FDR1660 finish mower

Upgrade: RGA 1250 Rotary tiller x2 sets

Upgrade: extra set of mower blade x3 sets

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Purchasing Director by email or by mail prior to the "Notice End Date" indicated above to advise whether your company can provide any of the product or service mentioned above.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the product or serve described. **Respondents are not to provide pricing.** All responses will be evaluated by the Purchasing Department and the Department requesting the product or service which will be the sole determining power in establishing the approved equal status of the commodity offered by the respondent.



REQUEST FOR INFORMATION

Intent to Utilize the FL Sheriff's Association Contract to Utility Vehicles

CONTACT INFORMATION:	RFI No. 2010-013	ISSUED DATE: October 30, 2019
Ramsey Gross Senior Purchasing Agent EMAIL: rgross@clermontfl.org Phone: (352) 241-7350	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>November 7, 2019 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

SOLICITATION RESPONSE: Responses will be received until the notice end date specified above or as otherwise amended. No late responses will be accepted.

Responses may be submitted electronically to the Senior Purchasing Agent by email.

Hardcopy responses may be delivered to: City of Clermont Purchasing Department, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

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

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Public Works

(b) Company Information: Futch's Depot

(c) Contract Number and Title: FSA19-VEH 17.0 Heavy Trucks and Equipment.

(d) Length of Contract: October 1, 2019 through September 30, 2020.

(e) Product or Service Provided: The City of Clermont is planning to purchase the following utility vehicles:

One (1) new Kubota RTVX900 Specification #2

Addendum #3 ADD 4.1%
Upgrade: CV Joint Guard Rear
Upgrade: CV Joint Guard Front
Upgrade: Full Rack System
Upgrade: Canopy VC5011
Upgrade: Hitch Receiver
Upgrade: Rear View Mirror
Upgrade: Back Up Alarm
Upgrade: Base Spray Package Floor and Bed

One (1) new Kubota RTVX900 Specification #2

Addendum #3 ADD 4.1%
Upgrade: Rear View Mirror
Upgrade: Hitch Receiver
Upgrade: Back Up Alarm
Upgrade: Winch
Upgrade: CV Joint Guard Front
Upgrade: CV Joint Guard Rear
Upgrade: Base Spray Package Floor and Bed

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Purchasing Director by email or by mail prior to the "Notice End Date" indicated above to advise whether your company can provide any of the product or service mentioned above.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the product or serve described. **Respondents are not to provide pricing.** All responses will be evaluated by the Purchasing Department and the Department requesting the product or service which will be the sole determining power in establishing the approved equal status of the commodity offered by the respondent.



Futch's Depot



Tractor/ Construction Division

8515 State Rd 207 N. Hastings,
FL 32145

904-692-3673



Power Depot Divisions

Palatka , FL
386-385-5658

Keystone Hts, FL
352-473-4001

City of Clermont

Tim Cayton

400 12th St.

Clermont FL 34711

352-394-7177

tcayton@clermontfl.org

Quote

#1

Date:

10/17/2019

Salesman: Tony Bryant

Email: tony.bryant@futchsdepot.com

Cell: 904-501-1749

DESCRIPTION		Stock #	Price
Florida Sheriffs Association FSA19-VEH17Upgrade :			
Spefication #2			
Kubota RTVX900			\$9,696.00
Addendum #3 ADD 4.1%			\$395.54
Upgrade:(CV joint Guard Rear (K7591-99160)			\$99.00
Upgrade : CV joint Guard front (K7591-99150)			\$99.00
Upgrade : Full Rack System (77700-v5012)			\$823.00
Upgrade : Canopy VC5011			\$475.00
Upgrade : Hitch reciever (77700-5200)			\$36.00
UpGrade: Rier view mirror (77700-4266)			\$56.00
upgrade : back up alarm (K7591-996400			\$137.00
Upgrade : base spray package floor and bed			\$499.00
		SUBTOTAL	\$12,315.54
Trade Info		This charge represents cost and profit to the seller/ dealer for items such as inspecting, cleaning and adjusting equipment and preparing documents related to the sale.	
MAKE & MODEL	SERIAL NO.	trade value	
		TAXABLE AMOUNT	\$12,315.54
		SALES TAX	Exempt
		TOTAL SALE	\$12,315.54
		Deposit	
		Delivery	
		Payment	
		BALANCE DUE	

DISCLAIMER OR WARRANTIES: All warranties on the product sold hereby are those made by the manufacturer. The seller FTD, Inc. expressly disclaims all warranties either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose and FTD, Inc., neither assumes or authorizes any person to assume for any liability in connection with the sale of said product.

TERMS: If balance due is charged to the customer's account, NET 10th OF THE MONTH FOLLOWING PURCHASE. All accounts not paid by the 10th of the month following purchase are subject to a FINANCE CHARGE at a monthly rate of 1.5% which is an ANNUAL RATE of 18%, applied to previous balance without deducting current payments or credits. **DEPOSITS ARE NON- REFUNDABLE!**

ACCEPTED BY CUSTOMER _____ DATE _____



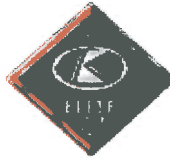
Futch's Depot



Tractor/ Construction Division

8515 State Rd 207 N. Hastings,
FL 32145

904-692-3673



Power Depot Divisions

Palatka , FL
386-385-5658

Keystone Hts, FL
352-473-4001

City of Clermont

Tim Cayton

400 12th St.

Clermont FL 34711

352-394-7177

tcayton@clermontfl.org

Quote

#2

Date:

10/17/2019

Salesman: Tony Bryant

Email: tony.bryant@futchsdepot.com

Cell: 904-501-1749

DESCRIPTION		Stock #	Price
Florida Sheriffs Association FAS19-VEH17			
Specification #2			
Kubota RTVX900			\$9,696.00
Addendum #3 ADD 4.1%			\$395.54
Upgrade: rear view mirror (77700-V4266)			\$56.00
Upgrade : Canopy VC5011			\$475.00
Upgrade: receiver hitch (77700-V5200)			\$36.00
Upgrade: Back up Alarm (K7591-994600)			\$137.00
Upgrade : Winch (77700-5244)			\$599.00
Upgrade: Cv joint guard front (K7591-99150)			\$99.00
Upgrade: C V joint guard rear (K7591-99160)			\$99.00
Upgrade: Base spray Package floor & bed			\$499.00
		SUBTOTAL	\$12,091.54
Trade Info	This charge represents cost and profit to the seller/ dealer for items such as inspecting, cleaning and adjusting equipment and preparing documents related to the sale.		
MAKE & MODEL	SERIAL NO.	trade value	
		TAXABLE AMOUNT	
		\$12,091.54	
		SALES TAX	
		Exempt	
		TOTAL SALE	
		\$12,091.54	
		Deposit	
		Delivery	
		Payment	
		BALANCE DUE	

DISCLAIMER OR WARRANTIES: All warranties on the product sold hereby are those made by the manufacturer. The seller FTD, Inc. expressly disclaims all warranties either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose and FTD, Inc., neither assumes or authorizes any person to assume for any liability in connection with the sale of said product.

TERMS: If balance due is charged to the customer's account, NET 10th OF THE MONTH FOLLOWING PURCHASE. All accounts not paid by the 10th of the month following purchase are subject to a FINANCE CHARGE at a monthly rate of 1.5% which is an ANNUAL RATE of 18%, applied to previous balance without deducting current payments or credits. **DEPOSITS ARE NON- REFUNDABLE!**

ACCEPTED BY CUSTOMER _____ DATE _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 12, 2019		
Agenda Item Name		
Contract Approval		
Requested Action		
Recommend to approve the Stormwater Master Plan Update proposal from Tetra Tech for \$88,837.00.		
Staff Report		
The Master Plan is intended to provide a guide for the orderly maintenance and improvement of the City's stormwater system. The City will use this Master Plan to prepare annual budgets for capital improvements. The Master Plan should be regularly updated to reflect conditions that have changed with the City. The last Master Plan was completed in 2013.		
Additional Analysis		
Fiscal Impact Summary		
The requested approval amount is included in the approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$88,837.00	45538-66900 CAP OUT - PRO SVC	\$150,000.00
Exhibits Attached (copies of original agreements)		
1. Stormwater Master Plan Update Proposal	Stormwater Master Plan Update Proposal.pdf	



October 28, 2019

Mr. James Maiworm
Assistant Director Environmental Services
City of Clermont
3335 Hancock Rd.
Clermont, FL 34711

Subject: Stormwater Master Plan Update

Project #: 200BPGen/Clermont

Dear Mr. Maiworm:

Tetra Tech is pleased to furnish this proposal for additional professional engineering services to assist the City of Clermont with the above-referenced project. A detailed scope of services, compensation summary, and project schedule are attached hereto.

Tetra Tech looks forward to providing these services to the City of Clermont. Should you have any questions, please do not hesitate to contact me at 407-839-3955.

If this proposal meets your approval, please execute below and return a copy to my attention.

Very truly yours,

Approval:

Tetra Tech

City of Clermont

A blue ink signature of Jon D. Fox, written in a cursive style.

Jon D. Fox, P.E.
Vice President

By: _____

Date: _____

JDF/ab/Stormwater MP/Maiworm_092319

C: Kevin Burgess, City of Clermont
Duane Land, City of Clermont
Timothy Vanderwalker, PE, Tetra Tech

ATTACHMENT A

STORMWATER MASTER PLAN UPDATE CITY OF CLERMONT, FLORIDA

SCOPE OF SERVICES

I. PROJECT DESCRIPTION

The City currently has a stormwater master plan (SWMP) that was last updated in 2013. Additionally, Lake Minnehaha has been studied specifically with a study prepared in 2004. This proposed update will include: 1. Hydrologic and hydraulic modeling for the drainage basins in the City surrounding previously identified Basins 1, 11, 13, 15, 19, 20, and 22; 2. Water quality improvements of discharges to Lake Minnehaha; 3. Development of Level of Service (LOS) criterion and assessment of existing conditions within the study area; 4. Update and compile manuals and reports of stormwater management infrastructure, operations and maintenance; 5. Update the Capital Improvement Program for future projects and activities to list them based on the LOS criteria determined with the City.

Professional services will be provided in accordance with the Continuing Consulting Agreement titled Agreement Between City of Clermont and Tetra Tech, Inc. For Professional Engineering Services for Public Works Projects dated December 9, 2014.

The lump sum fee for the services defined herein is **\$88,837**. A breakdown of this fee is provided at the end of this proposal.

The following is a detailed scope of the professional services Tetra Tech will provide to the City:

II. SCOPE OF SERVICES

Task 1. Data Gathering

1. It is assumed data has been gathered by the City as part of previously developed studies and master plans. Tetra Tech will coalesce this data into a comprehensive summary to develop a holistic assessment of how these activities are helping the City provide stormwater management and achieve its goals for TMDL and water quality.
2. Tetra Tech will review the St. Johns River Water Management District (SJRWMD) online database to obtain permitting information on activities that have been completed but may not be fully documented in the City's records.

3. Tetra Tech will work closely with the City's GIS and stormwater staff to obtain available data that will facilitate preparation of the comprehensive project summary discussed above. This will involve sharing data sets for the City's MS4s within the study area, if any.
4. Tetra Tech will visit the study area to confirm data provided by others and identify facilities that have not been captured in the City's database. Obtaining survey or GIS data for these facilities will be the responsibility of the City.
5. Tetra Tech will coordinate with the Lake County Stormwater Management staff to coordinate stormwater management improvements that have been completed by the County that may impact the City's stormwater management plan. Examples of this include improvements to county roadways within the study area.

Task 2. Kick-Off Meeting

Upon issuance of a notice to proceed, Tetra Tech will schedule a kick-off meeting with the City's Public Works Director, Deputy Public Works Director, City Engineer, and Stormwater Manager, among other city staff to discuss Tetra Tech's existing lists of CIP projects, other available data, and review of the proposed project schedule. Tetra Tech will prepare and distribute a summary from this meeting.

Task 3. AdICPR Modeling and Conceptual Engineering

It is our understanding that no hydrologic or hydraulic modeling has been performed for the study area. Modeling will be completed as part of this update to the SWMP.

1. Tetra Tech will use AdICPR version 4 to complete the modeling.
2. Using available LiDar topographic data, Tetra Tech will conduct a table-top delineation of the drainage basins previously identified to confirm and refine the drainage basins in preparation for the modeling process.
3. GIS, with the use of the Arc Hydro module, will be used to refine the hydrologic parameters including curve numbers and time of concentrations for the refinement to the basins.
4. Stormwater Level of Service (LOS) – Tetra Tech in conjunction with staff will determine the appropriate parameters for a LOS evaluation for the study area, including but not limited to, reduction of flood risk, improvement of water quality, water reuse, regulatory and maintenance status of the stormwater system. Previously developed LOS criteria will be used to inform this process. The LOS criterion will be used to gage the performance of existing system and facilitate management decisions related with operation and capital investment for future projects.
5. Tetra Tech will develop up to two (2) alternatives to address one problem area within the study area identified as not meeting the City's LOS criteria.

6. Conceptual designs will be provided on 11" x 17".
7. Tetra Tech will conduct up to two (2) progress meetings with the City during the course of preparing the SWMP Update.

Task 4. LOS Analysis

1. The City is a stakeholder in the adopted Upper Ocklawaha Basin Management Action Plan (BMAP). The latest amendment to this BMAP was adopted in July 2019 by the Florida Department of Environmental Protection (FDEP), and it includes detailed allocations to the responsible stakeholders in the basin.

Currently, the City meets its loading reduction targets. Tetra Tech will conduct a holistic analysis of the City stormwater to identify stormwater retrofit projects that will provide water quality enhancements to untreated outfalls from the City's system within the study area.

2. LOS Analysis – once the existing condition modeling has been completed, Tetra Tech will evaluate the stormwater infrastructure based on the defined LOS in Section 4 of Task 3 above and develop a priority matrix for a short-term LOS and long-term CIP.

When evaluating LOS project options, Tetra Tech will determine where there are opportunities for flood control and/or water quality improvements.

Task 5. Lake Minnehaha Stormwater Improvement Study Update

Tetra Tech will analyze the data and results from tasks 1 through 4 above and summarize them in the study update. The intent of this document is to summarize the City's stormwater management activities report, studies, O&M manuals, and permits to coalesce, in a single document, all that the City must manage in the study area. The study update will consist of the following:

1. The study update will consist of an executive summary, table of contents, an introduction, methodology, H&H modeling, alternatives analysis and recommendations, water quality assessment.
2. 11" x 17" figures illustrating the alternative solutions analyzed in previous tasks above. These will represent approximately 10% complete preliminary engineering to illustrate the various alternatives.
3. Preliminary Engineer's opinions of probable construction costs will be prepared for each alternative solution.
4. A LOS benefit versus cost analysis will be prepared for each alternative.

5. Tetra Tech will provide recommendations to the City regarding the alternative solutions and benefit to cost.
6. Compilation of the City's status for its completion of CIP projects identified in the last SWMP Update in 2008. Maps and tables will be provided to reflect the progress that has been made and the magnitude of the CIP projects remaining.
7. Creation of an updated CIP for the City's stormwater management program. This updated CIP will be critical part of the City's efforts to update its stormwater utility rate.

Task 6. Reimbursable Expenses and ODCs

1. Meetings (assumed 2 will be held at Clermont Environmental Services).
2. Tetra Tech will provide the City two (2) hard copies of the draft report; Four (4) copies of the final report; a PDF copy sent via One Drive or Tetra Tech's RMFT file transfer site.

III. ASSUMPTIONS

1. Field data collection will be obtained by City staff. Site visits will be performed by Tetra Tech to verify existing data and field conditions; findings will be noted and any "hard data" will be requested of the City.
2. Tetra Tech will coordinate with the City's GIS and stormwater staff to establish protocols on how all data will be received by the City for use in the City's data base. All work on the City's GIS database will be conducted by City staff.

IV. ANTICIPATED SCHEDULE

Activity	Days From Notice to Proceed
Notice to Proceed	0
Data Gathering	21
Kick-Off Meeting	30
AdICPR Modeling and Project Analysis	90
LOS Analysis	150
Study Update	210

V. COMPENSATION SUMMARY

The total lump sum compensation for the Scope of Services described in Sections II above is **\$88,837**.

Tasks	Total Cost
Data Gathering	\$ 6,159
Kick-Off Meeting	\$ 1,827
AdICPR Modeling	\$ 33,700
LOS Analysis	\$ 10,313
SWMP Update	\$ 35,023
Reimbursable Expenses & ODCs	\$ 1,815
Total	\$ 88,837



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 12, 2019		
Agenda Item Name		
Contract Award		
Requested Action		
Recommend to approve contract between the City of Clermont and Charles Abbott Associates, Inc.; Joe Payne, Inc.; Absolute Civil Engineering Solutions, LLC.; and M.T. Causley, LLC. to provide 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 building inspections & plans review services. The Purchasing Department issued a Request for Proposal (RFP) number 20-002 on August 6, 2019 to obtain these services of a qualified firms. The RFP was fully competed, advertised and complies with the City of Clermont Purchasing Policy. There were four (4) responses to the RFP. An evaluation committee composed of five (5) City staff members (three voting members and two non-voting members) reviewed, scored and ranked the proposals. The evaluation committee decided to recommend award to all four companies due to the need and scarcity of companies that have staff capable of providing building inspections and plans review services. There was no price negotiation conducted for this RFP since the hourly rates were provided in the Statement of Work. The respondents to the proposal have agreed to on the standardized hourly rate provided, see attached Statement of Work. The award recommendation is being made to all four respondents to the RFP which include: Charles Abbott Associates, Inc.; Joe Payne, Inc.; Absolute Civil Engineering Solutions, LLC.; and M.T. Causley, LLC.		
Additional Analysis		
Fiscal Impact Summary		
The estimated amount of this contract anticipated to be spent is \$175,000, which is included in the current year approved budget. Department Account Code: 11524-53191		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		

1.	RFP 20-002 Response Tabulation	RFP 20-002 Response Tabulation.pdf
2.	RFP 20-002 Evaluation Summary	RFP 20-002 Evaluation Summary.xlsx
3.	RFP 20-002 Award Recommendation	RFP 20-002 Award Recommendation.pdf
4.	Statement of Work	Statement of Work.pdf



RESPONSE TABULATION

RFP 20-002, COMMERCIAL AND RESIDENTIAL BUILDING INSPECTION & PLANS REVIEW SERVICES
DUE DATE/TIME: SEPTEMBER 19 AT 2:00 P.M. (EST)

COMPANY NAME	1 DIGITAL COPY, 3 HARDCOPIES
Charles Abbott Associates, Inc. – Mission Viejo, CA	Y
Joe Payne, Inc. – Tampa, FL	Y
Absolute Civil Engineering Solutions, LLC – Davie, FL	Y
M.T. Causley, LLC – Coral Gables, FL	Y

RFP 20-002 Evaluation Summary for Commercial and Residential Building Inspection & Plan Review Services
Evaluation Closing Date: October 11, 2019 at 5:00 P.M.

M.T. Causley, LLC	Total Average				Evaluator 1			Evaluator 2			Evaluator 3		
Criteria	Weight	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points
TAB A - Introduction Letter	10%	9 of 10	9%	9 of 10 pts	10 of 10	10%	10 of 10 pts	8 of 10	8%	8 of 10 pts	9 of 10	9%	9 of 10 pts
TAB B - License and Insurance	5%	5 of 5	5%	5 of 5 pts	5 of 5	5%	5 of 5 pts	5 of 5	5%	5 of 5 pts	5 of 5	5%	5 of 5 pts
TAB C - Company Background	25%	9 of 10	22.5%	22.5 of 25 pts	10 of 10	25%	25 of 25 pts	8 of 10	20%	20 of 25 pts	9 of 10	22.5%	22.5 of 25 pts
TAB D - Personnel Experience	25%	9 of 10	22.5%	22.5 of 25 pts	10 of 10	25%	25 of 25 pts	8 of 10	20%	20 of 25 pts	9 of 10	22.5%	22.5 of 25 pts
TAB E - Reporting Capabilities	15%	9 of 10	13.5%	13.5 of 15 pts	10 of 10	15%	15 of 15 pts	8 of 10	12%	12 of 15 pts	9 of 10	13.5%	13.5 of 15 pts
TAB F - Mobile Testing	10%	5 of 10	5%	5 of 10 pts	5 of 10	5%	5 of 10 pts	5 of 10	5%	5 of 10 pts	5 of 10	5%	5 of 10 pts
TAB G - Comprehensive Testing & Security Program	10%	9 of 10	9%	9 of 10 pts	10 of 10	10%	10 of 10 pts	8 of 10	8%	8 of 10 pts	9 of 10	9%	9 of 10 pts
		55 of 65	87%	86.5 of 100 pts	60 of 65	95%	95 of 100 pts	50 of 65	78%	78 of 100 pts	55 of 65	87%	86.5 of 100 pts

Absolute Civil Engineering Solutions, LLC	Total Average				Evaluator 1			Evaluator 2			Evaluator 3		
Criteria	Weight	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points
TAB A - Introduction Letter	10%	9 of 10	9%	9 of 10 pts	9 of 10	9%	9 of 10 pts	8 of 10	8%	8 of 10 pts	10 of 10	10%	10 of 10 pts
TAB B - License and Insurance	5%	5 of 5	5%	5 of 5 pts	5 of 5	5%	5 of 5 pts	5 of 5	5%	5 of 5 pts	5 of 5	5%	5 of 5 pts
TAB C - Company Background	25%	8.67 of 10	21.67%	21.67 of 25 pts	9 of 10	22.5%	22.5 of 25 pts	8 of 10	20%	20 of 25 pts	9 of 10	22.5%	22.5 of 25 pts
TAB D - Personnel Experience	25%	9 of 10	22.5%	22.5 of 25 pts	10 of 10	25%	25 of 25 pts	8 of 10	20%	20 of 25 pts	9 of 10	22.5%	22.5 of 25 pts
TAB E - Reporting Capabilities	15%	7.67 of 10	11.5%	11.5 of 15 pts	9 of 10	13.5%	13.5 of 15 pts	5 of 10	7.5%	7.5 of 15 pts	9 of 10	13.5%	13.5 of 15 pts
TAB F - Mobile Testing	10%	5 of 10	5%	5 of 10 pts	5 of 10	5%	5 of 10 pts	5 of 10	5%	5 of 10 pts	5 of 10	5%	5 of 10 pts
TAB G - Comprehensive Testing & Security Program	10%	9 of 10	9%	9 of 10 pts	9 of 10	9%	9 of 10 pts	8 of 10	8%	8 of 10 pts	10 of 10	10%	10 of 10 pts
		53.33 of 65	84%	83.67 of 100 pts	56 of 65	89%	89 of 100 pts	47 of 65	74%	73.5 of 100 pts	57 of 65	89%	88.5 of 100 pts

Joe Payne, Inc.	Total Average				Evaluator 1			Evaluator 2			Evaluator 3		
Criteria	Weight	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points
TAB A - Introduction Letter	10%	8 of 10	8%	8 of 10 pts	8 of 10	8%	8 of 10 pts	8 of 10	8%	8 of 10 pts	8 of 10	8%	8 of 10 pts
TAB B - License and Insurance	5%	5 of 5	5%	5 of 5 pts	5 of 5	5%	5 of 5 pts	5 of 5	5%	5 of 5 pts	5 of 5	5%	5 of 5 pts
TAB C - Company Background	25%	7.67 of 10	19.17%	19.17 of 25 pts	7 of 10	17.5%	17.5 of 25 pts	8 of 10	20%	20 of 25 pts	8 of 10	20%	20 of 25 pts
TAB D - Personnel Experience	25%	9 of 10	22.5%	22.5 of 25 pts	10 of 10	25%	25 of 25 pts	8 of 10	20%	20 of 25 pts	9 of 10	22.5%	22.5 of 25 pts
TAB E - Reporting Capabilities	15%	8 of 10	12%	12 of 15 pts	10 of 10	15%	15 of 15 pts	7 of 10	10.5%	10.5 of 15 pts	7 of 10	10.5%	10.5 of 15 pts
TAB F - Mobile Testing	10%	5 of 10	5%	5 of 10 pts	5 of 10	5%	5 of 10 pts	5 of 10	5%	5 of 10 pts	5 of 10	5%	5 of 10 pts
TAB G - Comprehensive Testing & Security Program	10%	8 of 10	8%	8 of 10 pts	8 of 10	8%	8 of 10 pts	8 of 10	8%	8 of 10 pts	8 of 10	8%	8 of 10 pts
		50.67 of 65	80%	79.67 of 100 pts	53 of 65	84%	83.5 of 100 pts	49 of 65	77%	76.5 of 100 pts	50 of 65	79%	79 of 100 pts

Charles Abbott Associates, Inc.	Total Average				Evaluator 1			Evaluator 2			Evaluator 3		
Criteria	Weight	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points
TAB A - Introduction Letter	10%	8.67 of 10	8.67%	8.67 of 10 pts	9 of 10	9%	9 of 10 pts	8 of 10	8%	8 of 10 pts	9 of 10	9%	9 of 10 pts
TAB B - License and Insurance	5%	5 of 5	5%	5 of 5 pts	5 of 5	5%	5 of 5 pts	5 of 5	5%	5 of 5 pts	5 of 5	5%	5 of 5 pts
TAB C - Company Background	25%	7.67 of 10	19.17%	19.17 of 25 pts	8 of 10	20%	20 of 25 pts	7 of 10	17.5%	17.5 of 25 pts	8 of 10	20%	20 of 25 pts
TAB D - Personnel Experience	25%	8.67 of 10	21.67%	21.67 of 25 pts	10 of 10	25%	25 of 25 pts	7 of 10	17.5%	17.5 of 25 pts	9 of 10	22.5%	22.5 of 25 pts
TAB E - Reporting Capabilities	15%	7.33 of 10	11%	11 of 15 pts	9 of 10	13.5%	13.5 of 15 pts	6 of 10	9%	9 of 15 pts	7 of 10	10.5%	10.5 of 15 pts
TAB F - Mobile Testing	10%	5 of 10	5%	5 of 10 pts	5 of 10	5%	5 of 10 pts	5 of 10	5%	5 of 10 pts	5 of 10	5%	5 of 10 pts
TAB G - Comprehensive Testing & Security Program	10%	7.33 of 10	7.33%	7.33 of 10 pts	7 of 10	7%	7 of 10 pts	7 of 10	7%	7 of 10 pts	8 of 10	8%	8 of 10 pts
		49.67 of 65	78%	77.83 of 100 pts	53 of 65	85%	84.5 of 100 pts	45 of 65	69%	69 of 100 pts	51 of 65	80%	80 of 100 pts

Evaluation Committee Members:

Curt Henschel, Development Services Department
Mark Grenier, Building Official
Lois Plymale, Plans Reviewer
Freddy Suarez, Purchasing Director (non-voting member)
Ramsey Gross, Senior Purchasing Agent (non-voting member)

Meeting Summary:

The Evaluation Committee met on October 14, 2019 at 2:00 P.M. to discuss the proposals and score summary. The scoring of proposals was done individually by each evaluator, electronically through BidSync. At the time of the meeting the Purchasing Director provided the score summary to the committee and proceeded to review the scores. The Evaluation Committee agreed on the score summary and chose to award all four respondents due to the need of private providers.



FREDDY L. SUAREZ
Purchasing Director
Purchasing Department

352-241-7350
fsuarez@clermontfl.org

AWARD RECOMMENDATION
OCTOBER 14, 2019

**RFP 20-002 – COMMERCIAL AND RESIDENTIAL BUILDING INSPECTION & PLANS
REVIEW SERVICES**

The Evaluation Committee is recommending award to all four respondents to the RFP which include:

- M.T. Causley, LLC.
- Absolute Civil Engineering Solutions, LLS.
- Joe Payne, Inc.
- Charles Abbott Associates, Inc.

SECTION – B

STATEMENT OF WORK

This RFP seeks Consultants with strong professional qualifications in providing commercial and residential building inspection and plans review services on an as-needed basis and on an-ongoing basis. The various inspection disciplines include building, mechanical, electrical, plumbing, gas and structural inspection and plans review services as outlined in the Florida Building Code, and as referenced herein.

1 – SCOPE OF SERVICES

Successful respondent shall provide residential and commercial inspections for compliance with the Florida Building Code, State Statutes, and local codes and ordinances. Inspection services shall include new and existing residential and commercial construction within the City limits.

The City shall assign all residential and commercial inspections under the conditions set forth herein to the successful respondent(s) and other work or inspections as determined by the Building Official or designee. All work shall be performed in accordance with generally accepted professional standards in the construction industry.

2 –TASKS

Conduct technical field inspection of buildings, equipment and installation during various phases of plumbing construction, installation & operation, and grant inspection approvals if found in compliance with applicable codes and regulations. Provide written comments if found not in compliance with applicable codes and regulations.

Review plumbing, electrical or mechanical installation plans, specifications and materials listed for residential and commercial projects and grant approvals if found in compliance with applicable codes and regulations. Provide written comments if found not in compliance with applicable codes and regulations.

Evaluate alternate methods, procedures, materials and products for compliance with the Central Florida Building Code requirements, whichever is applicable, depending on the date of the application or construction.

Approve and disapprove proposed plans in accordance with the applicable Code and other regulatory requirements and discuss disapproved items with architects, engineers, contractors and/or owner builders to obtain plan changes necessary for approval.

Render information concerning the applicable Code and make interpretations of its contents. Make decisions as to the feasibility of deviations from the Codes under various conditions.

Perform related work as required by the Development Services Department.

SECTION – B
STATEMENT OF WORK

3 – COMPENSATION

The City agrees to pay the successful respondent(s) the following rates:

STANDARDIZED SERVICE RATES	
Services	Hourly Rate
Licensed Plans Examiner, Residential and/or Commercial	\$80.00
Inspection Services Residential and/or Commercial	\$75.00
Supplemental Inspection Services (at the request of the City)	\$75.00

The rates above are based on a forty (40) hour week. Overtime (over 8 working hours in one day) and/or weekend rates are 1.5 times the listed rates. All overtime hours must be approved, in advanced, by the Development Services Director.

Supplemental Inspection and Plan Review Services are those based on specialized need, as determined and requested by the City's Building Official.

All travel expenses are included in the listed Standardized Service Rates. There shall be no additional charges for travel or expenses. The hourly rate shall not apply until the respondent staff arrives at the Development Services Department offices or first inspection. The hourly rate shall not be paid by the City after the consultant leaves the last inspection or the City's office.

END OF SECTION – B



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, November 12, 2019	
Agenda Item Name	
Contract Award	
Requested Action	
Recommend to approve contract between the City of Clermont and Tetra Tech, Inc. to provide engineering design services for the water reclamation facility expansion.	
Staff Report	
The evaluation committee recommends approval of the above action. The Purchasing Department issued a Request for Qualifications (RFQ) number 19-043 on March 25, 2019 to obtain the services of a qualified engineer firm to design the expansion for the water reclamation facility. The RFQ was fully competed, advertised and complies with the City of Clermont Purchasing Policy. There were five (5) responses to the RFQ. An evaluation committee composed of four (4) City staff members (three voting members and one non-voting member) reviewed, scored and ranked the engineer's qualifications. Tetra Tech, Inc. was the top ranked firm selected for their knowledge and experience with water treatment plants and expansions. The proposed cost for the design phase of this project is \$1,174,467. The award recommendation is being made to the most qualified respondent Tetra Tech, Inc. The Environmental Services Department has been anticipating the need for a wholesale plant expansion since an analysis was done of the Waste Water Treatments plant's Capacity in 2016. By practice FDEP will be expecting a community to begin the planning and design for a waste water plants expansion once the treatment capacity has reached 75% of maximum design which, for Clermont is 4MGD. Currently, the Clermont plant is at 75.2% of capacity or 3.2MGD. Based on the City's five year population projections the waste water treatment plant will exceed the 4MGD capacity in the year 2024. Several projects have already been undertaken to lessen the financial impact of the overall plant expansion. A new Bio solid filter press was completed last year. A new disk Filter system is currently being installed to handle additional flows and additional capacity is being added to the Rapid Infiltration Basins later this year. The planning and design for Clermont's waste water treat plant expansion will take approximately 1 year to complete. Construction of the wholesale expansion of the plant will take approximately 2 years to complete. The proposed Waste Water Treatment plant expansion will increase capacity form 4MGD to 6.5MGD which will serve the City at its current growth rate for approximately ten years. The City will meet the threshold requirements by awarding this design contract and constructing the plant expansion in the timeline set forth above. The estimated cost for constructing the Waste Water Treatment Plant expansion is currently twenty five million dollars.	
Additional Analysis	

Fiscal Impact Summary		
The fiscal impact of \$1,174,467 is included in the current year approved budget.		
Department Account Code: 44535-66900-35114		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	RFQ 19-043 Response Tabulation	RFQ 19-043 Response Tabulation.pdf
2.	RFQ 19-043 Evaluation Summary	RFQ 19-043 Evaluation Summary.xlsx
3.	RFQ 19-043 Ranking Order	RFQ 19-043 Ranking Order.pdf
4.	RFQ 19-043 Award Recommendation	RFQ 19-043 Award Recommendation.pdf
5.	Rev. Clermont EWRF Expansion Proposal	Rev. Clermont EWRF Expansion Proposal.pdf



RESPONSE TABULATION

RFQ 19-043, ENGINEERING DESIGN SERVICES FOR WATER RECLAMATION FACILITY EXPANSION
DUE DATE/TIME: MAY 9, 2019 AT 2:00 P.M. (EST)

COMPANY NAME
Carollo Engineers, Inc, – Orlando, FL
Reiss Engineering, Inc. – Winter Springs, FL
Tetra Tech, Inc. – Orlando, FL
Black & Veatch Corporation, – Orlando, FL
Atkins North America, Inc. – Orlando, FL

RFQ 19-043 Evaluation - Engineering Design Services for Water Reclamation Facility Expansion
Evaluation Closing Date: June 4, 2019 at 5:00 P.M.

Tetra Tech					Evaluator 1			Evaluator 2			Evaluator 3		
Criteria	Weight	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points
TAB A - Introduction Letter	5%	8 of 10	4%	4 of 5 pts	10 of 10	5%	5 of 5 pts	10 of 10	5%	5 of 5 pts	4 of 10	2%	2 of 5 pts
TAB B - License and Insurance	5%	6.67 of 10	3.33%	3.33 of 5 pts	10 of 10	5%	5 of 5 pts	10 of 10	5%	5 of 5 pts	0 of 10	0%	0 of 5 pts
TAB C - Company Backgroung	10%	9 of 10	9%	9 of 10 pts	10 of 10	10%	10 of 10 pts	10 of 10	10%	10 of 10 pts	7 of 10	7%	7 of 10 pts
TAB D - Company Project Experience	15%	9.33 of 10	14%	14 of 15 pts	8 of 10	12%	12 of 15 pts	10 of 10	15%	15 of 15 pts	10 of 10	15%	15 of 15 pts
TAB E - Personnel Experience	20%	10 of 10	20%	20 of 20 pts	10 of 10	20%	20 of 20 pts	10 of 10	20%	20 of 20 pts	10 of 10	20%	20 of 20 pts
TAB F - Experience of Subcontractors	10%	9.33 of 10	9.33%	9.33 of 10 pts	10 of 10	10%	10 of 10 pts	10 of 10	10%	10 of 10 pts	8 of 10	8%	8 of 10 pts
TAB G - Methodology and Approach	10%	9 of 10	9%	9 of 10 pts	8 of 10	8%	8 of 10 pts	10 of 10	10%	10 of 10 pts	9 of 10	9%	9 of 10 pts
TAB H - Risk Assessment Plan	10%	9.33 of 10	9.33%	9.33 of 10 pts	10 of 10	10%	10 of 10 pts	10 of 10	10%	10 of 10 pts	8 of 10	8%	8 of 10 pts
TAB I - Business Location	5%	1 of 5	1%	1 of 5 pts	1 of 5	1%	1 of 5 pts	1 of 5	1%	1 of 5 pts	1 of 5	1%	1 of 5 pts
TAB J - Quality of Submittal	10%	7 of 10	7%	7 of 10 pts	3 of 10	3%	3 of 10 pts	10 of 10	10%	10 of 10 pts	8 of 10	8%	8 of 10 pts
78.67 of 9586%86 of 100 pts					80 of 95	84%	84 of 100 pts	91 of 95	96%	96 of 100 pts	65 of 95	78%	78 of 100 pts

Black & Veatch					Evaluator 1			Evaluator 2			Evaluator 3		
Criteria	Weight	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points
TAB A - Introduction Letter	5%	7.33 of 10	3.67%	3.67 of 5 pts	8 of 10	4%	4 of 5 pts	10 of 10	5%	5 of 5 pts	4 of 10	2%	2 of 5 pts
TAB B - License and Insurance	5%	6.67 of 10	3.33%	3.33 of 5 pts	10 of 10	5%	5 of 5 pts	10 of 10	5%	5 of 5 pts	0 of 10	0%	0 of 5 pts
TAB C - Company Background	10%	9.33 of 10	9.33%	9.33 of 10 pts	10 of 10	10%	10 of 10 pts	10 of 10	10%	10 of 10 pts	8 of 10	8%	8 of 10 pts
TAB D - Company Project Experience	15%	9.33 of 10	14%	14 of 15 pts	8 of 10	12%	12 of 15 pts	10 of 10	15%	15 of 15 pts	10 of 10	15%	15 of 15 pts
TAB E - Personnel Experience	20%	9 of 10	18%	18 of 20 pts	8 of 10	16%	16 of 20 pts	9 of 10	18%	18 of 20 pts	10 of 10	20%	20 of 20 pts
TAB F - Subcontractor Experience and Qualifications	10%	8 of 10	8%	8 of 10 pts	8 of 10	8%	8 of 10 pts	9 of 10	9%	9 of 10 pts	7 of 10	7%	7 of 10 pts
TAB G - Methodology and Approach	10%	8 of 10	8%	8 of 10 pts	6 of 10	6%	6 of 10 pts	10 of 10	10%	10 of 10 pts	8 of 10	8%	8 of 10 pts
TAB H - Risk Assessment Plan	10%	8.33 of 10	8.33%	8.33 of 10 pts	8 of 10	8%	8 of 10 pts	10 of 10	10%	10 of 10 pts	7 of 10	7%	7 of 10 pts
TAB I - Business Location	5%	1 of 5	1%	1 of 5 pts	1 of 5	1%	1 of 5 pts	1 of 5	1%	1 of 5 pts	1 of 5	1%	1 of 5 pts
TAB J - Quality of Submittal	10%	6.33 of 10	6.33%	6.33 of 10 pts	3 of 10	3%	3 of 10 pts	9 of 10	9%	9 of 10 pts	7 of 10	7%	7 of 10 pts
73.33 of 9580%80 of 100 pts					70 of 95	73%	73 of 100 pts	88 of 95	92%	92 of 100 pts	62 of 95	75%	75 of 100 pts

Atkins Noth America, Inc.					Evaluator 1			Evaluator 2			Evaluator 3		
Criteria	Weight	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points
TAB A - Introduction Letter	5%	7.67 of 10	3.83%	3.83 of 5 pts	8 of 10	4%	4 of 5 pts	10 of 10	5%	5 of 5 pts	5 of 10	2.5%	2.5 of 5 pts
TAB B - License and Insurance	5%	6.67 of 10	3.33%	3.33 of 5 pts	10 of 10	5%	5 of 5 pts	10 of 10	5%	5 of 5 pts	0 of 10	0%	0 of 5 pts
TAB C - Company Background	10%	8.67 of 10	8.67%	8.67 of 10 pts	8 of 10	8%	8 of 10 pts	10 of 10	10%	10 of 10 pts	8 of 10	8%	8 of 10 pts
TAB D - Company Project Experience	15%	9.33 of 10	14%	14 of 15 pts	8 of 10	12%	12 of 15 pts	10 of 10	15%	15 of 15 pts	10 of 10	15%	15 of 15 pts
TAB E - Personnel Experience	20%	8.33 of 10	16.67%	16.67 of 20 pts	6 of 10	12%	12 of 20 pts	9 of 10	18%	18 of 20 pts	10 of 10	20%	20 of 20 pts
TAB F - Subcontractor Experience and Qualifications	10%	8 of 10	8%	8 of 10 pts	8 of 10	8%	8 of 10 pts	9 of 10	9%	9 of 10 pts	7 of 10	7%	7 of 10 pts
TAB G - Methodology and Approach	10%	9.33 of 10	9.33%	9.33 of 10 pts	10 of 10	10%	10 of 10 pts	10 of 10	10%	10 of 10 pts	8 of 10	8%	8 of 10 pts
TAB H - Risk Assessment Plan	10%	8.33 of 10	8.33%	8.33 of 10 pts	8 of 10	8%	8 of 10 pts	10 of 10	10%	10 of 10 pts	7 of 10	7%	7 of 10 pts
TAB I - Business Location	5%	1 of 5	1%	1 of 5 pts	1 of 5	1%	1 of 5 pts	1 of 5	1%	1 of 5 pts	1 of 5	1%	1 of 5 pts
TAB J - Quality of Submittal	10%	6.33 of 10	6.33%	6.33 of 10 pts	3 of 10	3%	3 of 10 pts	9 of 10	9%	9 of 10 pts	7 of 10	7%	7 of 10 pts
73.67 of 9580%79.5 of 100 pts					70 of 95	71%	71 of 100 pts	88 of 95	92%	92 of 100 pts	63 of 95	76%	75.5 of 100 pts

Carollo					Evaluator 1			Evaluator 2			Evaluator 3		
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Criteria	Weight	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points
TAB A - Introduction Letter	5%	7 of 10	3.5%	3.5 of 5 pts	8 of 10	4%	4 of 5 pts	10 of 10	5%	5 of 5 pts	3 of 10	1.5%	1.5 of 5 pts
TAB B - License and Insurance	5%	6.67 of 10	3.33%	3.33 of 5 pts	10 of 10	5%	5 of 5 pts	10 of 10	5%	5 of 5 pts	0 of 10	0%	0 of 5 pts
TAB C - Company Background	10%	7.67 of 10	7.67%	7.67 of 10 pts	6 of 10	6%	6 of 10 pts	10 of 10	10%	10 of 10 pts	7 of 10	7%	7 of 10 pts
TAB D - Company Project Experience	15%	9.33 of 10	14%	14 of 15 pts	8 of 10	12%	12 of 15 pts	10 of 10	15%	15 of 15 pts	10 of 10	15%	15 of 15 pts
TAB E - Personnel Experience	20%	9 of 10	18%	18 of 20 pts	8 of 10	16%	16 of 20 pts	9 of 10	18%	18 of 20 pts	10 of 10	20%	20 of 20 pts
TAB F - Subcontractor Experience and Qualifications	10%	8 of 10	8%	8 of 10 pts	8 of 10	8%	8 of 10 pts	9 of 10	9%	9 of 10 pts	7 of 10	7%	7 of 10 pts
TAB G - Methodology and Approach	10%	9.33 of 10	9.33%	9.33 of 10 pts	10 of 10	10%	10 of 10 pts	10 of 10	10%	10 of 10 pts	8 of 10	8%	8 of 10 pts
TAB H - Risk Assessment Plan	10%	7.67 of 10	7.67%	7.67 of 10 pts	8 of 10	8%	8 of 10 pts	9 of 10	9%	9 of 10 pts	6 of 10	6%	6 of 10 pts
TAB I - Business Location	5%	1 of 5	1%	1 of 5 pts	1 of 5	1%	1 of 5 pts	1 of 5	1%	1 of 5 pts	1 of 5	1%	1 of 5 pts
TAB J - Quality of Submittal	10%	6 of 10	6%	6 of 10 pts	3 of 10	3%	3 of 10 pts	9 of 10	9%	9 of 10 pts	6 of 10	6%	6 of 10 pts
		71.67 of 95	79%	78.5 of 100 pts	70 of 95	73%	73 of 100 pts	87 of 95	91%	91 of 100 pts	58 of 95	72%	71.5 of 100 pts

Reiss Engineering, Inc.	Total Average				Evaluator 1			Evaluator 2			Evaluator 3		
Criteria	Weight	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points
TAB A - Introduction Letter	5%	7 of 10	3.5%	3.5 of 5 pts	8 of 10	4%	4 of 5 pts	10 of 10	5%	5 of 5 pts	3 of 10	1.5%	1.5 of 5 pts
TAB B - License and Insurance	5%	6.67 of 10	3.33%	3.33 of 5 pts	10 of 10	5%	5 of 5 pts	10 of 10	5%	5 of 5 pts	0 of 10	0%	0 of 5 pts
TAB C - Company Background	10%	7 of 10	7%	7 of 10 pts	6 of 10	6%	6 of 10 pts	10 of 10	10%	10 of 10 pts	5 of 10	5%	5 of 10 pts
TAB D - Company Project Experience	15%	8.67 of 10	13%	13 of 15 pts	6 of 10	9%	9 of 15 pts	10 of 10	15%	15 of 15 pts	10 of 10	15%	15 of 15 pts
TAB E - Personnel Experience	20%	9 of 10	18%	18 of 20 pts	8 of 10	16%	16 of 20 pts	9 of 10	18%	18 of 20 pts	10 of 10	20%	20 of 20 pts
TAB F - Subcontractor Experience and Qualifications	10%	7.33 of 10	7.33%	7.33 of 10 pts	6 of 10	6%	6 of 10 pts	9 of 10	9%	9 of 10 pts	7 of 10	7%	7 of 10 pts
TAB G - Methodology and Approach	10%	9 of 10	9%	9 of 10 pts	10 of 10	10%	10 of 10 pts	10 of 10	10%	10 of 10 pts	7 of 10	7%	7 of 10 pts
TAB H - Risk Assessment Plan	10%	7.67 of 10	7.67%	7.67 of 10 pts	8 of 10	8%	8 of 10 pts	10 of 10	10%	10 of 10 pts	5 of 10	5%	5 of 10 pts
TAB I - Business Location	5%	1 of 5	1%	1 of 5 pts	1 of 5	1%	1 of 5 pts	1 of 5	1%	1 of 5 pts	1 of 5	1%	1 of 5 pts
TAB J - Quality of Submittal	10%	6.67 of 10	6.67%	6.67 of 10 pts	3 of 10	3%	3 of 10 pts	10 of 10	10%	10 of 10 pts	7 of 10	7%	7 of 10 pts
		70 of 95	77%	76.5 of 100 pts	66 of 95	68%	68 of 100 pts	89 of 95	93%	93 of 100 pts	55 of 95	69%	68.5 of 100 pts

Meeting Summary:

Committee Members Present:
James Kinzler
Kevin Burgess
Freddy Suarez

Evaluator Stoney brunson, could not attend the 1st committee meeting. All scores were done individually by each evaluator electronically through BidSync therefore their scores was readily available at the time of the meeting. The Purchasing Director distributed the evaluation summary to the evaluators and proceeded to review the scores. They all agreed on the results and opted to interview the three firms who received the highest scores (Tetra Tech, Black & Veatch, Atkins North America). The Purchasing Director will be in contact with the three firms to schedule a day and time to coduct informal presentations.



FREDDY L. SUAREZ
Purchasing Director
Purchasing Department

352-241-7350
fsuarez@clermontfl.org

August 1, 2019

RFQ 19-043, Engineering Design Services for Water Reclamation Facility Expansion

Based on the informal presentations from the shortlisted firms, the Evaluation Committee decided on the following ranking order.

<u>Company Name</u>	<u>Ranking Order</u>
Tetra Tech	1
Black & Veatch	2
Atkins North America	3

The Purchasing Director, assisted by city staff, will proceed to negotiate a contract with the number 1 ranked firm. In the event a contract cannot be negotiated with the number 1 ranked engineering firm, negotiations will discontinue and the Purchasing Director will start negotiations with the next ranked firm. This process will continue until an agreement is reached or the short list is exhausted. When a short-list is exhausted, a new solicitation must be initiated.



FREDDY L. SUAREZ
Purchasing Director
Purchasing Department

352-241-7350
fsuarez@clermontfl.org

AWARD RECOMMENDATION

OCTOBER 17, 2019

**RFQ 19-043 – ENGINEERING DESIGN SERVICES FOR WATER RECLAMATION FACILITY
EXPANSION**

The Purchasing Director and the Evaluation Committee is recommending award to the number one ranked company, Tetra Tech, Inc.



October 15, 2019

Mr. Freddy Suarez
Director of Purchasing
City of Clermont
685 W. Montrose Road
Clermont, FL 34711

**Subject: City of Clermont
Professional Engineering Services Proposal for the
Eastern Water Reclamation Facility Expansion**

Tt # 200BP Gen/Clermont

Dear Mr. Suarez:

Tetra Tech is pleased to provide you with a revised proposal incorporating the City's comments and additional revisions to better align the proposal with the City's budget, as discussed in our meeting on October 15, 2019.

We appreciate this opportunity to be of service for the City of Clermont and look forward to working with you on this important project.

Very truly yours,

Approval:

Tetra Tech

City of Clermont

A handwritten signature in blue ink, appearing to read 'Jon D. Fox'.

Jon D. Fox, P.E.
Vice President

By: _____

Date: _____

Attachments

JDF/ab/BPClermont/EWRF Expansion/Suarez_101519.doc

C: James Kinzler, CPM, EA, City of Clermont
Stoney Brunson, City of Clermont
James Maiworm, City of Clermont
John P. Toomey, PE, Tetra Tech

ATTACHMENT A
SCOPE OF SERVICES
CITY OF CLERMONT
EASTERN WATER RECLAMATION FACILITY EXPANSION
(PRELIMINARY DESIGN, FINAL DESIGN, PERMITTING, BIDDING,
AND CONSTRUCTION ADMINISTRATION SERVICES)

I. PROJECT DESCRIPTION

The City of Clermont intends to expand the capacity of the Eastern Water Reclamation Facility (EWRF) from 4.0 MGD to 6.5 MGD on an average annual daily flow basis. Preliminary technical analyses suggest that the following improvements are required:

- Construction of new preliminary treatment facilities including mechanical screening, grit removal and odor control.
- Conversion of an existing sludge holding basin to make it function as a flow equalization facility.
- Construction of an additional two-stage biological nutrient removal structure that will include an anoxic zone with mixers, an aerobic zone with low-speed surface aerators, and related channels and gates.
- Construction of two additional clarifiers with related return and waste activated sludge pumping facilities.
- Construction of an additional chlorine contact tank with effluent transfer pumps.
- Installation of additional high service reclaimed water pumps.
- Construction of a new sludge holding tank with related decanting, blower, diffused aeration, and belt filter press feed pumps.
- Electrical, standby power, instrumentation, and SCADA improvements to support the new components and replace certain outdated systems.

The services provided herein reflect refinement of the concept described above and the requisite design, permitting, bidding, and construction services to deliver the facilities in a cost-effective and timely manner. Tasks for this project will be completed on a phased basis and are further described herein.

II. SCOPE OF SERVICES

Task 1: Preliminary Design

1. Attend a kick-off meeting/site visit with City Staff. Prepare a meeting summary for distribution to all attendees.
2. Provide a topographic survey in sufficient detail to facilitate the design of the contemplated improvements. Provide twenty (20) soft-digs to ascertain the location of existing utilities.
3. Review data pertaining to flows, influent characteristics and plant performance and construct a calibrated steady-state BioWin process model.
4. Utilize the BioWin model to ascertain anoxic and aerobic volumes, internal recycle flow, and aerator sizes.

5. Prepare a technical memorandum presenting the findings, conclusions, and recommendations resulting from the process modeling effort.
6. Meet with City Staff to discuss the technical memorandum and finalize the biological process design.
7. Size the clarifiers as well as sludge and scum pumping facilities.
8. Size the additional chlorine contact and sodium hypochlorite storage and feed facilities.
9. Size additional effluent transfer pumps.
10. Perform hydraulic calculations to size gravity process piping and establish the hydraulic profile.
11. Size the aerated sludge holding tank and select related equipment and sludge dewatering improvements.
12. Consider options to provide onsite Class A sludge stabilization for space planning purposes.
13. Review reclaimed water demand data and select additional reclaimed water pumps to address the WRF expansion and additional demands.
14. Perform stormwater management system calculations to size and locate additional retention ponds.
15. Prepare a draft site and yard piping plan and meet with the City Staff to discuss the layout, staging areas, access during construction and other considerations that will affect the location of the proposed components.
16. Evaluate the existing electrical, SCADA, and instrumentation and control (I & C) facilities and identify improvements needed to implement the selected process/mechanical design concept. Attend three meetings with the City to discuss the suggested I & C components, control strategies, and system delivery methods.
17. Prepare a draft design report presenting the findings, conclusions, and recommendations resulting from the above tasks. The report will include regulatory agency requirements, design criteria and component sizing, a site/yard piping plan, temporary operations/phasing plan, process/mechanical plan and section views of the clearwell and pumping system, pump building elevations and perspectives, electrical single-line diagrams, and an overall process and instrumentation diagram. The estimated capital cost will also be presented in the report along with permitting requirements and a detailed schedule.
18. Meet with the City to discuss the draft report and the revise the document pursuant to review comments.
19. Finalize the draft report pursuant to City comments. Three (3) hard copies and one (1) electronic copy in PDF format will be provided of the final report.

Task 2: Final Design

Upon acceptance of the preliminary design report by the City, Tetra Tech will initiate the final design of the Project. The final design will result in preparation of engineering drawings and specifications, which will be submitted to the City for review at 60-, 90- and 100-percent completion levels. Three (3) sets of drawings and specifications and an electronic copy in PDF format will be provided to the City for each review. A review meeting will be held with City following each submission. To ensure proper design of the facilities, Tetra Tech will obtain

approval from the City for any substantial changes in the preliminary design prior to incorporation in the final design. Updated cost estimates will be included with each submittal. Tasks to be completed during this phase are summarized below:

1. Tetra Tech will arrange and pay for a soils investigation/testing firm to provide necessary soils data and other pertinent information required for final design of structural and stormwater management elements. It is estimated that the soils field exploration will include the following borings:

Description	Number of Borings	Maximum Depth Below Ground Surface (feet)
BNR Basin	3 SPT	50
Clarifier	1 SPT	50
Generator and Fuel Storage Pad	1 SPT	20
Biosolids Dewatering Building	2 SPT	25
Headworks Building	1 SPT	40
Primary Splitter Structure	1 SPT	30
Mixed Liquor Splitter Structure	1 SPT	25
Secondary Splitter Structure	1 SPT	25
Aerobic Digester	2 SPT	40
Effluent Transfer Pump Building	1 SPT	25
Odor Control Pad	1 SPT	20
New Dry Retention Pond and Pond Modification	8 Auger	20

2. Tetra Tech will arrange and pay for an ecological firm to re-evaluate the occurrence or potential use of the site by species listed by the Florida Fish and Wildlife Conservation Commission (FWC) and U.S. Fish and Wildlife Service (USFWS). The evaluation includes a site investigation at the 60% final design submittal to verify the presence of listed species following the relocation work performed by the City as part of the RIB Modification project. A report suitable for submittal with permit applications will be provided to the Owner summarizing the findings, a summary of applicable wildlife regulatory requirements and recommendations applicable to develop the property. Any permitting or relocation services will be performed under a separate authorization.
3. Prepare civil, structural, and electrical calculations to support the final design and permitting efforts.
4. A preliminary list of drawings is presented below:

General

Cover Sheet

Location Map, General Notes, and Drawing Index

Legend and Abbreviations

Process Flow Schematic and Hydraulic Profile

Civil

Existing Conditions

Site Geometry Plan (2 sheets)

Grading and Drainage Plan (2 sheets)

Civil Details (3 Sheets)

Structural

Structural General Notes

Preliminary Treatment Structure – Foundation Plan

Preliminary Treatment Structure -Intermediate Plan

Preliminary Treatment Structure - Upper Level Plan

Preliminary Treatment Structure – Sections (3 Sheets)

Flow Equalization Basin - Plan

Flow Equalization Basin – Sections

Flow Equalization Basin - Details

BNR Process Structure – Foundation Plan

BNR Process Structure - Intermediate Plan

BNR Process Structure - Upper Level Plan

BNR Process Structure – Sections (2 Sheets)

Clarifier Splitter Box – Foundation & Intermediate Plans

Clarifier Splitter Box - Upper Level Plan & Sections

Clarifier Splitter Box – Sections

Clarifiers – Foundation Plan

Clarifiers – Plan

Clarifiers – Sections

Clarifiers – Details & Equipment Pads (2 Sheets)

Chlorine Contact Tank – Foundation Plan

Chlorine Contact Tank - Intermediate Plan

Chlorine Contact Tank - Upper Level Plan

Chlorine Contact Tank – Sections

Sludge Holding Basin – Foundation Plan

Sludge Holding Basin – Plan

Sludge Holding Basin – Sections

Sludge Holding Basin – Details & Equipment Pads (2 Sheets)

Reclaimed Water Pump Station Improvements – Plan

Reclaimed Water Pump Station Improvements – Sections & Details

Electrical Building No. 2 – Floor Plan

Electrical Building No. 2 – Roof Plan

Electrical Building No. 2 – Sections

Electrical Building No. 2 –Details

Miscellaneous Concrete Pads

Stairs and Walkways – Plans and Sections

Standard Structural Details (5 Sheets)

Architectural

Architectural General Notes

Electrical Building No. 2 – Life Safety Plan

Electrical Building No. 2 – Floor Plan

Electrical Building No. 2 – Sections

Electrical Building No. 2 - Elevations

Electrical Building No. 2 – Details

Standard Architectural Details (2 Sheets)

Process/Mechanical

Yard Piping Plan (2 Sheets)

Temporary Piping & Maintenance of Service Provisions (2 Sheets)

Preliminary Treatment Structure – Lower Level Plan

Preliminary Treatment Structure -Intermediate Plan
 Preliminary Treatment Structure - Upper Level Plan
 Preliminary Treatment Structure – Sections (2 Sheets)
 Odor Control System Plan & Section
 Odor Control System Details
 Flow Equalization Basin - Plan
 Flow Equalization Basin - Sections
 Flow Equalization Basin – Details (2 Sheets)
 BNR Process Structure - Intermediate Plan
 BNR Process Structure - Upper Level Plan
 BNR Process Structure – Sections (2 Sheets)
 Clarifier Splitter Box - Upper Level Plan & Sections
 Clarifier Splitter Box – Details
 Clarifiers – Plan
 Clarifiers – Sections
 Clarifiers – Details
 RAS & Scum Pumping – Plan
 RAS & Scum Pumping - Sections (2 Sheets)
 RAS & Scum Pumping - Details
 Chlorine Contact Tank - Intermediate Plan
 Chlorine Contact Tank - Upper Level Plan
 Chlorine Contact Tank – Sections
 Chlorine Contact Tank - Details
 Sludge Holding Basin – Plan
 Sludge Holding Basin – Sections
 Sludge Holding Basin – Details (2 Sheets)
 Mechanical Details (3 Sheets)

Electrical

Electrical Symbols and Notes
 Site Power Plan
 Site Lighting Plan
 Preliminary Treatment Structure – Grounding Plan
 Preliminary Treatment Structure -Lower Level Power & Lighting
 Preliminary Treatment Structure - Upper Level Power & Lighting
 Odor Control System – Grounding Plan
 Odor Control System – Power & Lighting
 BNR Process Structure – Grounding Plan
 BNR Process Structure – Power & Lighting
 Clarifier Splitter Box – Grounding Power & Lighting
 Clarifiers – Grounding Plan
 Clarifiers – Power & Lighting
 RAS & Scum Pumping – Grounding Plan
 RAS & Scum Pumping – Power & Lighting
 Chlorine Contact Tank - Grounding Plan
 Chlorine Contact Tank – Power & Lighting
 Sludge Holding Basin – Grounding Plan
 Sludge Holding Basin – Power & Lighting
 Reclaimed Water Pump Station Improvements – Power & Lighting
 Electrical Building No. 2 – Grounding Plan
 Electrical Building No. 2 – Power & Lighting
 Single Line Diagrams (3 Sheets)

Motor Control Center Layouts & Details (2 Sheets)
Wiring Details (2 Sheets)
Conduit & Cable Schedules (2 Sheets)
Electrical Details (3 Sheets)

Instrumentation & Controls

Symbols & Abbreviations
Data Acquisition System Architecture
Process & Instrumentation Diagrams (10 Sheets)
Control Panel & I/O Layout (5 Sheets)

HVAC

HVAC Legend and Schedules
Electrical Building No. 2 – HVAC Plan
HVAC Details

5. Prepare a project manual that contains technical specifications for competitive bidding by the prequalified general contractors. The project manual and its contents will be formatted in accordance with the Construction Specification Institute (CSI) and prepared using Microsoft WORD®.
6. Prepare updated costs estimates at each level of completion.
7. Attend design review meetings at each level of completion.

Task 3: Bidding Services

1. Review and provide comments on the City's General Contractor prequalification document.
2. Furnish the City with a "master set" of construction documents in electronic format, as well as 22" x 34" full scale drawings and a "master set" of technical specifications for issuance by the City. Electronic formats for the drawings will be the current version of AutoCAD and Acrobat PDF. For the specifications, the formats will be Microsoft WORD® and Acrobat PDF.
3. Prepare and conduct a prebid meeting with the City and prequalified contractors.
4. Respond to questions received by the City for clarifications or technical revisions that become apparent during the bidding process. The City will prepare and issue addenda.

Task 4: Construction Administration Services

1. Conform the construction documents at the end of the bidding phase to reflect any changes to the project design, construction drawings or specifications caused by addenda.
2. Prepare for and conduct one (1) preconstruction meeting. Tetra Tech will be responsible for recording and distributing meeting minutes.
3. Attend periodic progress and specially scheduled meetings throughout progress of work. Progress meetings will be held monthly. It is anticipated that 18 meetings will be needed at an average duration of four (4) hours each, based on an anticipated construction duration of 18 months. The Contractor will be responsible for recording and distributing meeting minutes.
4. Attend eight (8) specialty meetings to discuss I & C coordination, unforeseeable field conflicts, and the start-up plan.

5. Review shop drawings and other submittals to determine conformance with the design concepts of the project and compliance with the requirements provided in the contract documents. Approximately 375 submittals are anticipated for this project.
6. Review and determine the acceptability of schedules that Contractor is required to submit to Engineer, including the Progress Schedule and Schedule of Submittals.
7. Review requests for information (RFIs), provide interpretation of construction documents, and issue written clarifications or interpretations. Approximately 150 RFIs are anticipated for this project.
8. Review requests for change orders and work change directives and prepare subsequent documentation.
9. Review of Applications for Payment. Based on Engineer's observations and review of accompanying supporting documentation determine the amounts that Engineer recommends Contractor be paid in writing on application form.
10. After successful demonstration tests and upon written request by, Tetra Tech and the City will conduct a substantial completion inspection of the Project with preparation and distribution of a punch list of observed deficiencies to be completed by the Contractor prior to the final completion date. The project will be certified substantially complete only if the work is sufficiently complete in accordance with the contract documents, so that the work can be utilized for the purposes for which it is intended. Upon written request by Contractor, the City will conduct a reinspection to confirm that substantial completion punch list items have been addressed.
11. Provide general start-up services to assist the City Staff with trouble shooting, equipment related issues, and process enhancements. Such services will be limited to three (3) days, unless services are required to resolve a design related issue(s).
12. Prepare record drawings for the City's use from information provided by the Contractor delineating dimensions, location, and elevation of all facilities constructed. Provide the City with one (1) CD-ROM electronic file of record drawings in AutoCAD current release, one (1) set of reproducible and three (3) sets of prints of the record drawings.
13. Prepare and submit certifications and required supporting documentation to regulatory agencies having jurisdiction.

Task 5: Permitting

Tetra Tech will prepare and submit the following permit applications and supporting documentation to Florida Department of Environmental Protection (FDEP) and the City's Building Department to obtain permits for construction and operation the proposed facilities. Tetra Tech will also respond to requests for additional information (RAIs) from permitting agencies to clarify the original applications. All permit application fees will be paid by the City.

1. Complete FDEP Forms 62-620.910(1) and 62-620.910(2) for the proposed improvements submit the application and supporting documentation to FDEP. Subsequently, respond to RAIs as needed.
2. Prepare and submit an application to FDEP for a permit modification to the ERP for the WRF site and respond to RAIs as needed. It is anticipated that construction within wetlands and mitigation are not necessary.
3. Attend a pre-application meeting and prepare and submit documents to the City Planning Department to secure a Conditional Use Permit.

4. Prepare documents and provide support to the Contractor to secure the required permits from the City's Building Department.

III. COMPENSATION SUMMARY

The total compensation for the Scope of Services described in Section II is summarized below. Compensation for services listed under Tasks 1 through 5 will be on a lump sum basis. Attachment B presents a detailed breakdown of estimated manhours and associated compensation for the Scope of Services.

Task	Phase	Amount
1	Preliminary Design	\$151,345
2	Final Design	\$676,596
3	Bidding Assistance	\$20,849
4	Construction Administration Assistance	\$295,990
5	Permitting	\$29,687
Total (Lump Sum)		\$1,174,467

IV. SCHEDULE

A detailed project schedule that addresses each activity is presented in below.

Phase	Task Duration (Months)	Task Completion (Months after NTP)
Preliminary Design	3	3
Final Design	6	9
Permitting (Start @ 90% Design Completion)	3	10
Bidding Assistance	2	12
Construction Administration Assistance	18	30

Tetra Tech Price Proposal		Labor Plan																										Attachment B						
		27 Resource																										Task Pricing Totals		1,174,467				
EWRF Expansion																													Specify Add'l Fees on Setup		0			
																													Technology Use Fee					
																															Total Price		1,174,467	
Submitted to: City of Clermont (Attn: Freddy Suarez)																													Pricing by Resource					
Contract Type: Lump Sum		Total Labor Hrs	Project Director	Senior Project Manager	Senior Environmental Engineer	Environmental Engineer	Environmental Engineer	Environmental CADD Technician	Civil Project Manager	Civil Engineer	Civil CADD Technician	Senior Architect	Architect	Architectural CADD Technician	Structural Project Manager	Structural Engineer	Structural CADD Technician	Sr Electrical Engineer	Electrical Project Manager	Electrical Engineer	Instrumentation Engineer	Electrical CADD Technician	Senior Mechanical Engineer	Mechanical Engineer	Mechanical CADD Technician	Survey Manager	2-person Survey Crew	Survey Technician	Senior Administrator	Labor	Subs	ODCs	Task Pricing Totals	
Project Phases / Tasks		8,144	22	223	850	80	1,302	776	16	198	196	12	96	104	104	538	724	48	228	660	420	808	6	42	28	8	24	8	623	1,129,244	34,169	11,055	1,174,467	
Attend Preconstruction Meeting		16		4	4		4												4											40	3,055		3,055	
Attend Progress Meetings		188		40	72		36																									31,832		
Attend Specialty Meetings		88		8	48														16													15,562		
Review Shop Drawings		780		16	80		200			8			16			80			16	80	80			4								200	104,574	
Review Schedules		24			24																											4,331		
Respond to RFIs		414		16	100		80			8			8		8	40			8	40	24			2								80	60,798	
Prepare Change Orders		104		8	40										4	12			8		8											24	16,993	
Review Applications for Payment		40			40																											7,218		
Substantial Completion Inspection		48		8	8					4										8	8			4								8	8,356	
Start-Up Assistance		24			24																											4,331		
Prepare Record Drawings		154			4		14	40		4	8		2	4		8	24			8	8	24		2	4							19,835		
Prepare Certifications		14			2		4			4																						4	1,828	
Other Direct Costs		-																														7,150	7,150	
Task 5: Permitting		206	4	4	18	-	20	-	-	44	56	-	4	-	-	8	-	-	8	-	-	-	-	4	-	-	-	-	-	36	28,037	-	1,650	29,687
Complete FDEP Application Form 62-620.910(1) & 62-620.910(2)		10			2		4																									4	1,164	
Respond to RAIs		24			4		16																									4	2,821	
Complete ERP Modification Form & Support Documents		56								16	32																					8	6,889	
Respond to RAIs		12								8																						4	1,617	
Attend Pre-Application Meeting with City Planning Department		16	4	4	4					4																						3,580	3,580	
Prepare Application for Conditional Use Permit		28								8	16																					4	3,444	
Respond to RAIs		16								4	8																					4	1,910	
Building Permit Support		44			8					4			4			8			8					4								8	6,612	
Other Direct Costs		-																														1,650	1,650	
Totals		8,144	22	223	850	80	1,302	776	16	198	196	12	96	104	104	538	724	48	228	660	420	808	6	42	28	8	24	8	623	1,129,244	34,169	11,055	1,174,467	

**AGENDA ITEM**

Meeting Date		
Tuesday, November 12, 2019		
Agenda Item Name		
Resolution No. 2019-29R		
Requested Action		
Request to approve revised Purchasing Policy.		
Staff Report		
Resolution No. 2019-29R provides for the approval of a revised Purchasing Policy. Changes to the policy include the following: 1. Change to Purchasing Methods (Section E) to increase the purchasing thresholds for Informal Purchasing, Quote Request, and formal solicitations which include Request for Bid (RFB), Request for Proposal (RFP) and Request for Qualification (RFQ). 2. Change to Purchasing Approvals (Section H) by increasing the approval amounts. See attached spreadsheet with proposed purchasing limits and comparison with other cities. 3. Change to Change Order Approval (Section I) by identifying caps for construction projects in accordance with 337.11 Florida Statutes. Change includes language for compliance and approval. All of the changes made to the policy are provided in the Purchasing Policy (Line Through Revisions) attachment. Additions are underlined and marked in green and deletions are strike through. The Purchasing Department recommends approval of the revised Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
There is no fiscal impact.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Purchasing Limits Comparison	Purchasing Limits Comparison.xlsx	
2. 2019-29R Purchasing Policy	2019-29R Purchasing Policy.doc	
3. Purchasing Policy Rev 11-12-19	Purchasing Policy Rev 11-12-19.docx	
4. Purchasing Policy Revisions Strike Through 11-12-19	Purchasing Policy Revisions Strike Through 11-12-19.docx	

Purchasing Limits Comparison

Lake County School Board

From \$0 To \$10,499

From \$10,500 To \$49,999

From \$50,000 and Above

Informal Purchasing (one quote)

Three Written Quotes

Formal Bid Process

Lake County B.C.C.

From \$0 To \$999

From \$1,000 To \$24,999

From \$25,000 and Above

Informal Purchasing (one quote)

Three Written Quotes by Department or Purchasing

Formal Bid Process by Purchasing

City of Leesburg

From \$0 To \$4,999

From \$5,000 To \$9,999

From \$10,000 To \$24,999

From \$25,000 and Above

Informal Purchasing (one quote)

Three Written Quotes by Department

Quotes Obtained by Purchasing

Formal Bid Process by Purchasing

City of Mt. Dora

From \$0 To \$1,000

From \$1,000.01 To \$3,000

From \$3,000.01 To \$10,000

From \$10,000.01 To \$25,000

From \$25,000.01 and Above

Informal Purchasing (one quote)

Three Written Quotes by Department

Quotes by Department or Purchasing

Quotes Obtained by Purchasing

Formal Bid Process by Purchasing

City of Ocoee

From \$0 To \$4,999

From \$5,000 To \$14,999

From \$15,000 and Above

Informal Purchasing (one quote)

Quotes Obtained by Purchasing

Formal Bid Process by Purchasing

City of St. Cloud

From \$0 To \$2,999

From \$3,000 To \$7,499

From \$7,500 To \$24,999

From \$25,000 and Above

Informal Purchasing (one quote)

Three Written Quotes by Department

Quotes Obtained by Purchasing

Formal Bid Process by Purchasing

City of Oviedo

From \$0 To \$1,000

From \$1,000.01 To \$10,000

From \$10,000.01 To \$35,000

From 35,000.01 and Above

Informal Purchasing (one quote)

Three Written Quotes by Department

Quotes Obtained by Purchasing

Formal Bid Process by Purchasing

City of Clermont (Current)

From \$0 To \$999

From \$1,000 To \$9,999

From \$10,000 and Above

Informal Purchasing (one quote)

Quotes by Department or Purchasing

Formal Bid Process by Purchasing

City of Clermont (Proposed Limits)

From \$0 To \$4,999

From \$5,000 To \$14,999

From \$15,000 To \$24,999

\$25,000 or Greater

Informal Purchasing (one quote)

Three Written Quotes by Department

Quotes Obtained by Purchasing

Formal Bid Process by Purchasing

Purchasing Methods

<u>Currenty Policy</u>	<u>Proposed Policy</u>	
Less Than \$1,000	Less Than \$5,000	Informal Purchase
From \$1,000 To \$9,999	From \$5,000 To \$14,999	At Least 3-Quotes
N/A	From \$15,000 To \$24,999	Open To Public Quotes
\$10,000 or Greater	\$25,000 or Greater	Formal Solicitation

Purchasing Approvals

<u>Currenty Policy</u>	<u>Proposed Policy</u>
Less Than \$1,000	Less Than \$1,000
From \$1,000 To \$4,999	From \$1,000 to \$14,999
From \$5,000 To \$9,999	From \$15,000 To \$25,000
From \$10,000 To \$49,999	From \$25,000 To \$50,000
\$50,000 or Greater	\$50,000 or Greater

Authority

Department

Department

Purchasing Department

Purchasing Department

Approver

Supervisor or Manager

Department Director or Designee

Purchasing Director or Designee

City Manager or Designee

City Council



CITY OF CLERMONT
RESOLUTION NO. 2019-29R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA ADOPTING A PURCHASING POLICY AS AUTHORIZED IN ORDINANCE 264-C, CITY OF CLERMONT CODE OF ORDINANCES; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Clermont has adopted Ordinance 264-C of the Code of Ordinances authorizing the adoption of a Purchasing Policy;

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

SECTION 1.

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

SECTION 2.

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

SECTION 3.

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2019-29R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida this 12nd day of November, 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Purchasing Policy



City of Clermont, Florida

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A. Purpose

The purpose of this Policy is to ensure the City of Clermont procures goods and services in the most efficient and economical manner possible. This Policy also serves to ensure consistency of all purchasing activities that integrates with all of the City of Clermont operational areas.

B. Scope

This Policy shall apply to all purchases of goods and services by the City.

C. Responsibilities

The City's Purchasing Director will act as the principal procurement officer of the City and is responsible to ensure the Policy is followed by City departments. The Purchasing Director is the primary contact person for questions regarding the Policy and is responsible for the implementation of revisions on an as needed basis.

D. Ethics

The City is committed to a purchasing process which fosters fair and open competition, is conducted under the highest ethical standards, and enjoys the complete confidence of the public. To achieve these purposes, the City subscribes to the following code of ethics:

- The City will avoid unfair practices by granting all competitive respondents equal consideration as required by State, Federal, and City regulations.
- The City will conduct business in good faith; demanding honesty and ethical practices from all participants in the purchasing process.
- The City will promote positive respondent and contractor relationships by affording respondent representatives courteous, fair, and ethical treatment.
- The City will make every reasonable effort to negotiate equitable and mutually agreeable settlements of controversies with a respondent.
- The City will avoid involvement in any transactions or activities that could be considered to be a conflict between personal interest and the interests of the City.

Employees must not become obligated to any suppliers and shall not participate in any City transaction from which they may personally benefit. Except as may be authorized by applicable State law, no Council Member or employee shall accept gifts or benefit of any kind from prospective bidders, vendors, or suppliers.

Except as authorized by applicable State law, no Council Member or employee shall bid for, enter into, or be in any manner interested in any contract for City purchase.

No Council Member or employee shall seek to influence the purchase of a product or service from any supplier or vendor. This restriction shall not be construed to restrict persons from evaluating and appraising the quality and value of the product to be purchased or service to be rendered where the person's scope of employment contemplates advice and counsel with respect to the purchase.

The avoidance of actual or perceived conflicts of interest is a prerequisite to the efficient and sound operation of the City and maintenance of the public trust.

E. Purchasing Methods

In regards to the dollar threshold amounts indicated in the Purchasing Methods and Purchasing Approval sections of this Policy, the total cost of the purchase should be considered, not the cost of the individual items. In addition, purchases should not be artificially or purposely divided to circumvent the dollar threshold limits. A competitive bid process is a transparent method in which competing suppliers are invited by openly advertising the scope, terms and conditions, and evaluation criteria. The award is made to the lowest responsive and responsible bidder meeting the qualifications and specifications. The goal is to obtain goods and services at the lowest price by stimulating competition. The following methods shall be used in the purchasing of goods and services for the use of the City:

1. Informal Purchasing

Informal purchasing may be used for the purchase of goods and services costing less than \$5,000. While written quotes and bids are not necessary for items or services costing less than \$5,000 or specifically excluded in applicable State law, every effort should be made to ensure goods and services are being purchased in the most efficient and cost effective manner possible.

2. Quote Request

At least three (3) written quotes must be obtained for the purchases of goods and services costing from \$5,000 to \$24,999. If at least three (3) written quotes are not possible, a written explanation of such must be approved by the Department Director or Purchasing Director based on Purchasing Approvals (see Section H). The supporting documentation must be included in the automated purchase order system and accompany the invoice for payment.

Quote award must be based on qualifications of the prospective vendor, acceptability of the product, delivery time, inventories, past performance, degree of compliance with requirements, price and other circumstances that will encourage delivery of the best products and services.

3. Request for Bid

Except as otherwise provided herein, the Request for Bid (RFB) is a formal solicitation required for purchases of goods and services costing at least \$25,000 when the City is capable of specifically establishing precise specifications defining the actual commodity or contractual services. Responses to the RFB must be received in a sealed bid format, opened and read aloud at a specific date, time and location. All RFB's must be administered by the Purchasing Department.

4. Request for Proposal

Except as otherwise provided herein, the Request for Proposal (RFP) is a formal solicitation required for the purchase of goods and services costing at least \$25,000 when the City cannot specifically define the scope of work or when it is not practical or advantageous to procure by competitive sealed bidding. The proposer provides detailed information in response to the RFP which may result in a contractual agreement. The RFP process does allow for negotiation in the scope of services, terms and conditions, price, and delivery. All RFP's must be administered by the Purchasing Department.

5. Request for Qualification

Except as otherwise provided herein, the Request for Qualification (RFQ) is a formal solicitation required in the acquisition of professional services costing at least \$25,000. RFQ proposals primarily indicate information regarding the education and experience background of the respondent. Price is not to be indicated in the initial RFQ but it is negotiated with successful respondent. If the RFQ is for professional architectural, engineering, landscape architectural or surveying and mapping services, then the rules of applicable State law shall apply. All RFQ's must be administered by the Purchasing Department.

6. Request for Information

The Request for Information (RFI) method is used to help gather information about a product or service in order to make a decision. The RFI may also be used to collect detail information about potential suppliers and their capabilities; to advise potential suppliers of the City's intent to purchase a certain product or service; and to show that the City is acting in a fair manner and including all potential participants. The RFI may be utilized for any threshold dollar amount. All RFI's must be administered by the Purchasing Department.

7. Cooperative Purchasing

The Purchasing Director shall have the authority to join with other units of government agencies in cooperative purchasing ventures when the best interest of the City would be served and the purchase is in accordance with the City's Purchasing Policy.

8. Single/Sole Source Purchases

The competitive bid process is waived when it is determined and substantiated in writing, after conducting a good faith review of available sources, that there is only one source for the goods and services. Price, scope, terms and conditions may be negotiated whenever possible and a record of single/sole source procurement shall be maintained by the Purchasing Department. A written justification of the single/sole source purchase must be approved by the Purchasing Director prior to the purchase and accompany the invoice for payment.

9. Government Agency Contracts (Piggyback)

The competitive bid process is waived in the event that the desired goods and services may be purchased from other governmental agencies when such contracts are the result of a competitive public procurement process. The criteria to piggyback a governmental agency contract includes having an active contract with specific scope of services and a competitive bid tabulation or scoring matrix of the solicitation. All purchases pursuant to other government agency contracts must be administered by the Purchasing Director.

10. Emergency Purchases

The competitive bid process is waived when the normal functioning and operation of the City would be hampered or where property, equipment, public health or life could be endangered through unexpected circumstances by adhering to the usual purchasing procedures. A written justification detailing the complete circumstances of the emergency and probable consequences along with supporting documentation of the emergency purchase must be approved by the City Manager prior to the purchase. The approval must accompany the invoice for payment. The City Manager shall notify the City Council detailing the emergency and place an agenda item when the purchase exceeds \$50,000. Lack of planning does not constitute an emergency.

11. Non-Competitive Purchases

The competitive bid process is waived when it is determined that it is neither practical, feasible nor advantageous to the City in securing goods and services. A bid waiver detailing the circumstances, uniqueness, timeliness of purchase, and why it is in the City's best interest must be approved by the City Manager and accompany the invoice for payment. Price, scope, terms and conditions may be negotiated whenever

possible. Non-competitive purchases exceeding \$50,000 will require City Council approval.

F. Response Rejections

In all of the above stated purchasing methods, the Purchasing Director has the authority to reject any or all responses after the solicitation due date when it has been determined that the respondent(s) is non-responsive or award recommendation is not in the best interest of the City. In the event of a Request for Proposal or Qualification, where there is an Evaluation Committee established to review the responses, the Evaluation Committee must authorize the Purchasing Director to reject any or all responses.

G. Advertisement Requirements

Formal solicitations such as Request for Bids, Request for Proposals and Request for Qualifications must be advertised at least once in a newspaper of general paid circulation which is published at least five (5) days a week in Lake County. Other publications may be used in addition to this requirement to reach selected markets.

Adequate public notice of formal solicitations with estimated value less than \$200,000 must be given a minimum of seven (7) days from the solicitation due date. Formal solicitations with projected cost greater than \$200,000 must appear at least twenty-one (21) days prior to the solicitation due date and at least five (5) days prior to any scheduled pre-submission meeting. Formal solicitations for construction projects that are projected to cost more than \$500,000 must be advertised at least thirty (30) days prior to the solicitation due date and at least five (5) days prior to any scheduled pre-submission meeting.

Quote Requests and Requests for Information are not required to be advertised in the newspaper.

H. Purchasing Approvals

The following purchasing approvals apply to City employees to purchase goods and services where the value of the full purchase is, or is expected to be, the following purchase amounts.

<u>Purchase Amount</u>	<u>Approver</u>
Less Than \$1,000	Supervisor or Manager

From \$1,000 to \$14,999	Department Director or designee, if the cost of goods and services to be purchased is included in the approved budget for the department. City Manager or designee, if the item or service is not included in the approved budget for the department and a budget amendment is not necessary. City Council, if the item or service to be purchased is not included in the approved budget for the department and a budget amendment is necessary.
From \$15,000 to \$24,999	Purchasing Director or designee, if the item or service to be purchased is included in the approved budget for the department. City Manager or designee, if the item or service is not included in the approved budget for the department and a budget amendment is not necessary. City Council, if the item or service to be purchased is not included in the approved budget for the department and a budget amendment is necessary.
From \$25,000 to \$49,999	City Manager or designee, if the item or service to be purchased does not require a budget amendment. City Council, if the item or service to be purchased requires a budget amendment.
\$50,000 or greater	City Council

I. Change Order Approval

To avoid a delay in the progress of any project, the Purchasing Director, City Manager or designee may approve, without further Council action, a change order to an existing contract provided the change order is within the overall scope of the project, does not exceed the greater of ten percent (10%) of the original contract amount or \$100,000 for construction projects, or does not exceed \$49,999 for non-construction projects, and the funds are available in the approved budget for the Department. If the change order is in excess of the above threshold or if the increase in cost requires a budget amendment, the change order must be approved by the City Council. The Purchasing Director will ensure the scope of services is in accordance with the contract specifications.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders must be approved in writing by the City prior to the work commencing unless the delay in receiving City approval causes serious threat to the public health, safety or welfare, or will result in significant additional cost to the City due to delay. Under any circumstance, work to be performed under the change order shall not begin until all written approvals have been received. Any work completed by the contractor without required written approvals will be the sole responsibility of the contractor, not the City.

J. Contract Approval, Amendments, Renewal and Extension

The Purchasing Director, City Manager or designee is authorized to approve and execute contracts if the total contract amount does not exceed the Purchasing Approval limit (see Section H) and funds are available in the approved budget for the Department. This includes, but is not limited to, service or maintenance agreements, awards on proposals, competitive negotiated agreements, and consultant services agreements. All contracts with a total value of \$50,000 or greater, one-time or annual basis, shall require City Council approval.

The Purchasing Director, City Manager or designee is authorized to approve any change to a contract that alters the terms and conditions or provides a change in the scope which total value does not exceed the Purchasing Approval limit (see Section H). Such changes must be signed and approved in a formal amendment. All amendments with total contract amount of \$50,000 or greater shall require City Council approval.

The Purchasing Director is authorized to renew approved contracts as long as such action is in accordance with the terms, conditions, and renewal period specified in the original contract and the total dollar amount of the contract is within the City's approved budget. Contract renewals beyond six (6) years from the date of the original contract shall require City Council approval.

The Purchasing Director is authorized to extend approved contracts for a period of no more than one-hundred eighty (180) calendar days when the extension serves the best interest of the City. Contract extensions exceeding one hundred eighty (180) calendar days shall require City Council approval.

K. Appeal Procedures

A respondent to a City solicitation may only appeal any determination, decision or recommendation of the Purchasing Director, in accordance herewith. All appeals must be in writing and sent via certified mail or delivered in person to the City Manager within three (3) business days of issuance of such determination, decision or recommendation. The City Manager shall administer the appeal and will render a decision within seven (7) business days of receiving the appeal. The decision by the City Manager will be final and will represent the position of the City.

All appeals must set forth the specific reason and facts concerning the dispute. Any appeal based exclusively on disagreement with the technical judgment of evaluators is subject to summary rejection unless there is clear and convincing evidence of arbitrary or capricious action in that regard. In the event of a timely appeal, the City shall not proceed further with the solicitation or with the award of the bid/contract unless the City Manager, after consultation with the Department Director(s) and City Attorney, forwards to the City Council a written request to award the bid/contract without delay in order to protect the public health, safety or general welfare and the City Council approves said request.

L. Disposal of Surplus Items

All tangible and intangible City property must be declared surplus by City Council prior to being disposed of. The Purchasing Director is responsible for the disposition of surplus items that have been declared surplus by the City Council. The Purchasing Director shall have the authority to sell by auction or advertised bid, trade, donate or sell to another government entity, destroy, scrap, classify as waste, or dispose of excess surplus and obsolete supplies or personal property, regardless of the dollar amount. Records of such disposition shall be maintained in the Purchasing Department.

M. Operating Procedures

The City Manager is authorized to approve specific operating procedures to implement this Policy.

N. Minority Businesses

Minority businesses shall be ensured to have an equitable opportunity to participate in the City's procurement process.

O. Environmental Purchasing

Environmental purchasing is defined as the procurement of goods and services that have less environmental and social impacts than competing products and services. The Purchasing Director shall encourage wherever possible, specifications which provide for expanded use of durable goods and reusable goods containing the maximum post-consumer waste and recyclable content without affecting the intended use. Environmental factors to be considered may include recycled content, pollutant releases, waste generation, energy consumption, depletion of natural resources and potential impact on human health and the environment.

P. Authority

Approved and adopted by the Clermont City Council by Resolution Number 2019-29R on November 12, 2019.

Purchasing Policy



City of Clermont, Florida

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A. Purpose

The purpose of this Policy is to ensure the City of Clermont procures goods and services in the most efficient and economical manner possible. This Policy also serves to ensure consistency of all purchasing activities that integrates with all of the City of Clermont operational areas.

B. Scope

This Policy shall apply to all purchases of goods and services by the City.

C. Responsibilities

The City's Purchasing Director will act as the principal procurement officer of the City and is responsible to ensure the Policy is followed by City departments. The Purchasing Director is the primary contact person for questions regarding the Policy and is responsible for the implementation of revisions on an as needed basis.

D. Ethics

The City is committed to a purchasing process which fosters fair and open competition, is conducted under the highest ethical standards, and enjoys the complete confidence of the public. To achieve these purposes, the City subscribes to the following code of ethics:

- The City will avoid unfair practices by granting all competitive respondents equal consideration as required by State, Federal, and City regulations.
- The City will conduct business in good faith; demanding honesty and ethical practices from all participants in the purchasing process.
- The City will promote positive respondent and contractor relationships by affording respondent representatives courteous, fair, and ethical treatment.
- The City will make every reasonable effort to negotiate equitable and mutually agreeable settlements of controversies with a respondent.
- The City will avoid involvement in any transactions or activities that could be considered to be a conflict between personal interest and the interests of the City.

Employees must not become obligated to any suppliers and shall not participate in any City transaction from which they may personally benefit. Except as may be authorized by applicable State law, no Council Member or employee shall accept gifts or benefit of any kind from prospective bidders, vendors, or suppliers.

Except as authorized by applicable State law, no Council Member or employee shall bid for, enter into, or be in any manner interested in any contract for City purchase.

No Council Member or employee shall seek to influence the purchase of a product or service from any supplier or vendor. This restriction shall not be construed to restrict persons from evaluating and appraising the quality and value of the product to be purchased or service to be rendered where the person's scope of employment contemplates advice and counsel with respect to the purchase.

The avoidance of actual or perceived conflicts of interest is a prerequisite to the efficient and sound operation of the City and maintenance of the public trust.

E. Purchasing Methods

In regards to the dollar threshold amounts indicated in the Purchasing Methods and Purchasing Approval sections of this Policy, the total cost of the purchase should be considered, not the cost of the individual items. In addition, purchases should not be artificially or purposely divided to circumvent the dollar threshold limits. A competitive bid process is a transparent method in which competing suppliers are invited by openly advertising the scope, terms and conditions, and evaluation criteria. The award is made to the lowest responsive and responsible bidder meeting the qualifications and specifications. The goal is to obtain goods and services at the lowest price by stimulating competition. The following methods shall be used in the purchasing of goods and services for the use of the City:

1. Informal Purchasing

Informal purchasing may be used for the purchase of goods and services costing less than \$1,000 \$5,000. While written quotes and bids are not necessary for items or services costing less than \$1,000 \$5,000 or specifically excluded in applicable State law, every effort should be made to ensure goods and services are being purchased in the most efficient and cost effective manner possible.

2. Quote Request

At least three (3) written quotes must be obtained for the purchases of goods and services costing from \$1,000 to ~~\$9,999~~ \$5,000 to \$24,999. If at least three (3) written quotes are not possible, a written explanation of such shall must be approved by the Department Director or Purchasing Director based on Purchasing Approvals (see Section H). The supporting documentation shall must be included in the automated purchase order system and accompany the invoice for payment.

Quote award shall must be based on qualifications of the prospective vendor, acceptability of the product, delivery time, inventories, past performance, degree of compliance with requirements, price and other circumstances that will encourage delivery of the best products and services.

3. Request for Bid

Except as otherwise provided herein, the Request for Bid (RFB) is a formal solicitation required for purchases of goods and services costing at least \$10,000 ~~\$25,000~~ when the City is capable of specifically establishing precise specifications defining the actual commodity or contractual services. Responses to the RFB shall must be received in a sealed bid format, opened and read aloud at a specific date, time and location. All RFB's shall must be administered by the Purchasing Department.

4. Request for Proposal

Except as otherwise provided herein, the Request for Proposal (RFP) is a formal solicitation required for the purchase of goods and services costing at least \$10,000 ~~\$25,000~~ when the City cannot specifically define the scope of work or when it is not practical or advantageous to procure by competitive sealed bidding. The ~~vendor~~ proposer provides detailed information in response to the RFP ~~and usually the proposal results~~ which may result in a contractual agreement. The RFP process ~~does~~ allows for negotiation in the scope of ~~requested~~ services, terms and conditions, price, and delivery. All RFP's shall must be administered by the Purchasing Department.

5. Request for Qualification

Except as otherwise provided herein, the Request for Qualification (RFQ) is a formal solicitation required in the acquisition of professional services costing at least \$10,000 ~~\$25,000~~. RFQ proposals primarily indicate information regarding the education and experience background of the respondent. Price is not to be indicated in the initial RFQ but it is negotiated with successful respondent. If the RFQ is for professional architectural, engineering, landscape architectural or surveying and mapping services, then the rules of applicable State law shall apply. All RFQ's shall must be administered by the Purchasing Department.

6. Request for Information

The Request for Information (RFI) method is used to help gather information about a product or service in order to make a decision. The RFI may also be used to collect detail information about potential suppliers and their capabilities; to advise potential suppliers of the City's intent to purchase a certain product or service; and to show that the City is acting in a fair manner and including all potential participants. The RFI may be utilized for any threshold dollar amount. All RFI's shall must be administered by the Purchasing Department.

7. Cooperative Purchasing

The Purchasing Director shall have the authority to join with other units of government agencies in cooperative purchasing ventures when the best interest of the City would be served and the purchase is in accordance with the City's Purchasing Policy.

8. *Single/Sole Source Purchases*

The competitive bid process is waived when it is determined and substantiated in writing, after conducting a good faith review of available sources, that there is only one source for the goods and services. Price, scope, and terms and conditions shall may be negotiated whenever possible and a record of single/sole source procurement shall be maintained ~~as a public record~~ by the Purchasing Department. A written justification of the single/sole source purchase must be approved by the Purchasing Director prior to the purchase and accompany the invoice for payment.

9. Government Agency Contracts (Piggyback)

The competitive bid process is waived in the event that the desired goods and services may be purchased from other governmental agencies when such contracts are the result of a competitive public procurement process. The criteria to piggyback a governmental agency contract includes having an active contract with specific scope of services and a competitive bid tabulation or scoring matrix of the solicitation. ~~The City may also piggyback sole source contracts as long as fairness and reasonableness of price is justified and documented.~~ All purchases pursuant to other government agency contracts shall must be administered by the Purchasing Director.

10. Emergency Purchases

The competitive bid process is waived when the normal functioning and operation of the City would be hampered or where property, equipment, public health or life could be endangered through unexpected circumstances by adhering to the usual purchasing procedures. A written justification detailing the complete circumstances of the emergency and probable consequences along with supporting documentation of the emergency purchase must be approved by the City Manager prior to the purchase. The approval must accompany the invoice for payment. The City Manager shall notify the City Council detailing the emergency and place an agenda item when the purchase exceeds \$50,000. Lack of planning does not constitute an emergency.

11. Non-Competitive Purchases

The competitive bid process is waived when it is determined that it is neither practical, feasible nor advantageous to the City in securing goods and services. A bid waiver detailing the circumstances, uniqueness, timeliness of purchase, and why it is in the City's best interest must be approved by the City Manager and accompany the

invoice for payment. Price, scope, and terms and conditions shall may be negotiated whenever possible. Non-competitive purchases exceeding \$50,000 shall will require City Council approval.

F. Response Rejections

In all of the above stated purchasing methods, the Purchasing Director has the authority to reject any or all responses after the solicitation due date when it has been determined that the respondent(s) is non-responsive or award recommendation is not in the best interest of the City. In the event of a Request for Proposal or Qualification, where there is an Evaluation Committee established to review the responses, the Evaluation Committee must authorize the Purchasing Director to reject any or all responses.

G. Advertisement Requirements

Formal solicitations such as Request for Bids, Request for Proposals and Request for Qualifications shall must be advertised at least once in a newspaper of general paid circulation which is published at least five (5) days a week in Lake County. Other publications may be used in addition to this requirement to reach selected markets.

Adequate public notice of formal solicitations with estimated value less than \$200,000 shall must be given a minimum of seven (7) days from the solicitation due date. Formal solicitations with projected cost greater than \$200,000 shall must appear at least twenty-one (21) days prior to the solicitation due date and at least five (5) days prior to any scheduled pre-submission meeting. Formal solicitations for construction projects that are projected to cost more than \$500,000 shall must be advertised at least thirty (30) days prior to the solicitation due date and at least five (5) days prior to any scheduled pre-submission meeting.

Quote Requests and Requests for Information are not required to be advertised in the newspaper.

H. Purchasing Approvals

The following purchasing approvals apply to City employees to purchase goods and services where the value of the full purchase is, or is expected to be, the following purchase amounts.

<u>Purchase Amount</u>	<u>Approver</u>
Less Than \$1,000	Supervisor or Manager

From \$1,000 to \$4,999 <u>\$14,999</u>	Department Director <u>or designee</u>, if the <u>cost of goods and item or services</u> to be purchased is included in the approved budget for the department. City Manager or designee, if the item or service is not included in the approved budget for the department and a budget amendment is not necessary. City Council, if the item or service to be purchased is not included in the approved budget for the department and a budget amendment is necessary.
From \$5,000 to \$9,999 <u>From \$15,000 to \$24,999</u>	Purchasing Director <u>or designee</u>, if the item or service to be purchased is included in the approved budget for the department. City Manager or designee, if the item or service is not included in the approved budget for the department and a budget amendment is not necessary. City Council, if the item or service to be purchased is not included in the approved budget for the department and a budget amendment is necessary.
From \$10,000 to \$49,999 <u>From \$25,000 to \$49,999</u>	City Manager or designee, if the item or service to be purchased does not require a budget amendment. City Council, if the item or service to be purchased requires a budget amendment.
\$50,000 or greater	City Council

I. Change Order Approval

To avoid a delay in the progress of any project, the Purchasing Director, City Manager or designee may approve, without further Council action, a change order to an existing contract provided the change order ~~does not exceed the purchasing approval limit~~ is within the overall scope of the project, does not exceed the greater of fifteen ten percent (45% 10%) of the original contract amount or \$100,000 for construction projects, or does not exceed \$49,999 for non-construction projects, and the funds are available in the approved budget for the Department. If the change order is in excess of the above threshold or if the increase in cost ~~is not included in the approved budget for the department~~ requires a budget amendment, the change order shall require must be approved by the City Council approval. The Purchasing Director will ensure the scope of services is in accordance with the contract specifications.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders must be approved in writing by the City prior to the work commencing unless the delay in receiving City approval causes serious threat to the public health, safety or welfare, or will result in significant additional cost to the City due to delay. Under any circumstance, work to be performed under the change order shall not begin until all written approvals have been received. Any work completed by the contractor without required written approvals will be the sole responsibility of the contractor, not the City.

J. Contract Approval, Amendments, Renewal and Extension

The Purchasing Director, City Manager or designee is authorized to approve and execute contracts if the total contract amount does not exceed the Purchasing Approval limit (see Section H) and funds are available in the approved budget for the Department. This includes, but is not limited to, service or maintenance agreements, awards on proposals, competitive negotiated agreements, and consultant services agreements. All contracts with ~~a total contract amounts~~ value of \$50,000 or greater, one-time or annual basis, shall require City Council approval.

The Purchasing Director, City Manager or designee is authorized to approve any change to a contract that alters the terms and conditions or provides a change in the scope which total value does not exceed the Purchasing Approval limit (see Section H). Such changes must be signed and approved in a formal amendment. All amendments with total contract amount of \$50,000 or greater shall require City Council approval.

The Purchasing Director is authorized to renew approved contracts as long as such action is in accordance with the terms, conditions, and renewal period specified in the original contract and the total dollar amount of the contract is within the City's approved budget.

Contract renewals beyond six (6) years from the date of the original contract shall require City Council approval.

The Purchasing Director is authorized to extend approved contracts for a period of no more than one-hundred eighty (180) calendar days when the extension serves the best interest of the City. Contract extensions exceeding one hundred eighty (180) calendar days shall require City Council approval.

K. Appeal Procedures

A respondent to a City solicitation may only appeal any determination, decision or recommendation of the Purchasing Director, in accordance herewith. All appeals must be in writing and sent via certified mail or delivered in person to the City Manager within three (3) business days of issuance of such determination, decision or recommendation. The City Manager shall administer the appeal and ~~shall~~ will render a decision within seven (7) business days of receiving the appeal. The decision by the City Manager will be final and will represent the position of the City.

All appeals must set forth the specific reason and facts concerning the dispute. Any appeal based exclusively on disagreement with the technical judgment of evaluators is subject to summary rejection unless there is clear and convincing evidence of arbitrary or capricious action in that regard. In the event of a timely appeal, the City shall not proceed further with the solicitation or with the award of the bid/contract unless the City Manager, after consultation with the Department Director(s) ~~of the using department(s) or division(s)~~ and City Attorney, forwards to the City Council a written request to award the bid/contract without delay in order to protect the public health, safety or general welfare and the City Council approves said request.

L. Disposal of Surplus Items

All tangible and intangible City property must be declared surplus by City Council prior to being disposed of. The Purchasing Director is responsible for the disposition of surplus items that have been declared surplus by the City Council. The Purchasing Director shall have the authority to sell by auction or advertised bid, trade, donate or sell to another government entity, destroy, scrap, classify as waste, or dispose of excess surplus and obsolete supplies or personal property, regardless of the dollar amount. Records of such disposition shall be maintained in the Purchasing Department.

M. Operating Procedures

The City Manager is authorized to approve specific operating procedures to implement this Policy.

N. Minority Businesses

Minority businesses shall be ensured to have an equitable opportunity to participate in the City's procurement process.

O. Environmental Purchasing

Environmental purchasing is defined as the procurement of goods and services that have less environmental and social impacts than competing products and services. The Purchasing Director shall encourage wherever possible, specifications which provide for expanded use of durable goods and reusable goods containing the maximum post-consumer waste and recyclable content without affecting the intended use. Environmental factors to be considered may include recycled content, pollutant releases, waste generation, energy consumption, depletion of natural resources and potential impact on human health and the environment.

P. Authority

Approved and adopted by the Clermont City Council by Resolution Number 2019-29R on November 12, 2019.



AGENDA ITEM

Meeting Date		
Tuesday, November 12, 2019		
Agenda Item Name		
Resolution No. 2019-31R		
Requested Action		
Request to approve revised Property Control Policy.		
Staff Report		
Resolution No. 2019-31R provides for the approval of a revised Property Control Policy Changes to the policy includes the following: 1. Change to Physical Inventory (Section D) by adding descriptive language on how the inventory process will run. 2. Added Lost & Stolen Property (Section E) as a standalone section and described the process. 3. Change to Property Identification (Section F) by adding descriptive information on how property tags will work. 4. Changes to Property Acquisition (Section H), Property Transfers (Section I) and Property Disposition (Section J). All of the changes made to the policy are provided in the Property Control Policy (Line Through Revisions) attachment. Additions are underlined and marked in green and deletions are strike through. The Purchasing Department recommends approval of the revised Property Control Policy.		
Additional Analysis		
Fiscal Impact Summary		
There is no fiscal impact.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution 2019-31R Property Control Policy	2019-31R Property Control Policy (upd).doc	
2. Property Control Policy 11-12-19	Property Control Policy 11-12-19.docx	
3. Property Control Policy Revisions Strike Through 11-12-19	Property Control Policy Revisions Strike Through 11-12-19.docx	



CITY OF CLERMONT
RESOLUTION NO. 2019-31R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE PROPERTY CONTROL POLICY FOR THE CITY OF CLERMONT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Clermont deems it advisable and in the best interest of the City, to amend the Property Control Policy;

NOW, THEREFORE, BE IT RESOLVED, that the City of Clermont Property Control Policy is hereby amended as follows:

SECTION 1.

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

SECTION 2.

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

SECTION 3.

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2019-31R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida this 12th day of November, 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Property Control Policy



City of Clermont, Florida

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A. Purpose

The purpose of this Policy is to establish procedural guidelines for the management control and continuing accountability of City owned tangible and intangible personal property. This policy will provide information on how to account for its acquisition, safeguarding and final disposition in accordance with Chapter 274.02, Florida Statutes and the Florida Administrative Code Rules 69I-73.

B. Scope

This policy applies to all City owned tangible and intangible personal property with a value or cost of \$1,000 or more, and a projected useful life of one (1) year or more. Tangible personal property includes furniture, equipment, computers, printers, and vehicles. Intangible personal property includes software.

C. Responsibilities

The City's Purchasing Department is responsible for the establishment and maintenance of the property control system. Department Directors are the official custodians of property items assigned to their departments and as a result are primarily responsible for the use, care, and safeguarding of property items assigned to their departments. Department Directors shall assign a designated Property Custodian for their department for the supervision, control and accountability of city owned property. Inventory must be taken on an annual basis and whenever there is a change of Property Custodian or designee. Departments are responsible for the establishment and maintenance of control systems to account for tangible personal property not covered by this Policy.

D. Physical Inventory

The annual physical inventory will be performed by the City's Purchasing Department Property Coordinator with assistance from each department Property Custodian or designee. The Purchasing Department will provide an inventory list of all property items to each department with a scheduled time for completion. The list will include the property control number, property description, date acquired, class and sub-class, physical location, property tag number, serial number (if applicable), and department name. The Property Custodian or designee will verify the property listing with assistance from qualified individuals from each department. Each item listed will be marked either YES if found or NO if not found. If the item is not found an explanation must be provided in writing by the department Property Custodian or designee. Changes are noted for items transferred to another department. The transfer will be confirmed by the Purchasing Department Property Coordinator physically inspecting the property in its new location.

The Purchasing Department Property Coordinator will perform a physical inventory of twenty percent (20%) of each department inventory each year during a five (5) year period. In the event that several items cannot be located, the Purchasing Department Property Coordinator may determine to inventory all department items. Upon completion of the physical inventory, the Purchasing Department Property Coordinator will compare information noted to the property control system. Noted differences will be researched and corrected as appropriate.

Any property item found while conducting the physical inventory, which meets the property value threshold noted in Section B that is **not** included in the property control system, will be added to the City's inventory. A Property Acquisition Form must be completed and submitted to the Purchasing Department. After appropriate research to establish the ownership of the item, it will be added to the City's property records, if appropriate.

E. Lost & Stolen Property

Any property that is included in the inventory list and not located during the physical inventory process must be promptly reported to the Property Custodian. Department's Property Custodian must promptly report all lost or stolen property to the Clermont Police Department and the Purchasing Department. The Property Custodian must provide a copy of the police report along with the Property Disposal Form to the Purchasing Department. The Purchasing Department will submit a list of all reported missing items to the City Manager for review before obtaining approval from the City Council. Upon approval by the City Council, the property will be removed from the property control system.

F. Property Identification

All property as described in Section B. will be permanently marked by the Purchasing Department Property Coordinator with property tags to show ownership by the City and the tag number assigned to the property item. Once the Property Acquisition Form has been reviewed by the Finance Department and received by the Purchasing Department, the Purchasing Department Property Coordinator will schedule an appointment with the Department Property Custodian to tag the asset.

Any property item whose value or utility would be significantly impaired by the attachment of a property tag, or it is not feasible or practical to attach a property tag, is exempt from the requirement for physical marking. In such instances, the property tag will be kept on file by the Purchasing Department.

Property tags should be plainly visible and easily accessible. Tags should be placed on the front of equipment, which normally is not moved, such as computers and printers. On

items that are regularly moved, such as generators and mowers, the tag should be placed as close to the serial number as possible or where it is least likely to come off from wear and tear.

The property control number assigned by the Purchasing Department remains the same and follows the life of the asset until disposal. These property tags will be removed only when the item is approved as surplus by the City Council and disposed of by the Purchasing Department. Should the property tag be removed or defaced, the Property Custodian must notify the Purchasing Department in order to issue a replacement tag and update the property control system.

G. Property Control System

The property control system shall include a control account showing the total cost or value of all property as described in Section B. and a separate property record for each property item.

Each property record shall, as applicable, include the following information:

- a. Property control number
- b. Description of the item or items
- c. Physical location
- d. Department/division
- e. Name, Make or Manufacturer
- f. Year and/or Model
- g. Manufacturer's serial number(s), if any, and if an automobile, vehicle identification number (VIN)
- h. Date Acquired
- i. Cost
- j. Depreciation information
- k. Funding source
- l. Disposal date

Depreciation may be recorded to meet financial reporting requirements relating to depreciation accounting. However, depreciation must not be recorded on the individual property records in such a manner as to reduce the recorded acquisition cost.

H. Property Acquisition

A Property Acquisition Form must be completed by the Property Custodian at the time of acquisition and submitted by email to propertycontrol@clermontfl.org. A purchase order and invoice must be attached to the form. It is the combined responsibility of the requisitioning department and Finance Department to ensure that the invoice/purchase

order is charged to the correct general ledger account code for all property items. Each property acquisition form will be reviewed by the Finance Department before submitting it to Purchasing for entry in the property control system.

The acquisition of new fixed assets must be recorded and entered into the property control system by the Purchasing Department with assistance of the Finance Department. New acquisitions must contain the following information in the Property Acquisition Form:

- Contact person information;
- Property location;
- Employee assigned the property to;
- Property information to include:
 - Company purchased from;
 - Purchase order number;
 - Year/ make/model/manufacture/brand;
 - Serial number;
 - City vehicle number;
 - Total cost of property;
 - Date received;
 - Department account code;
 - Comprehensive description of the property;
 - Property alternate key (land).

The Purchasing Department will collect and verify the information before entering it in the Property Control System.

1. Cost of Property

The cost recorded in the property control system is the total cost of placing the item in service (i.e., invoice price plus freight and installation charges less discounts). A trade-in value is not deducted from the cost of an item.

2. Property Donations

Property donated to the City is recorded in the property control system at its fair market value at the date of donation. A letter from the donor that includes a description of the property and its value is recommended.

3. Creating A New Property From Parts

Property created by assembling parts of several old items into a new one is considered cannibalizing and will be recorded in the property control system if its cumulative value is over \$1,000 as described in Section B. The new formed property will also be recorded if it qualifies as an improvement to an existing property item.

Any cannibalized property should be disposed of through the property disposal procedures noted in Section J.

I. Property Transfers

Property may be transferred between departments; therefore transferring ownership. However, property cannot be transferred from one department to another once the property has been declared surplus. The transferring Property Custodian is responsible for the completion of the Property Transfer Form and approval before the transfer takes place. The completed transfer form must be submitted to the Purchasing Department by email to: propertycontrol@clermontfl.org. Once the property item has been physically transferred, the transfer will be recorded in the property control system by the Purchasing Department Property Coordinator.

A Property Transfer Form must also be completed when a property item is relocated within the same department (e.g. transfer from one division to another within the same department).

J. Property Disposition

All City-owned tangible personal property (including property not described in Section B.) that no longer serves the needs of the City (e.g. broken, in need of repair, or no longer needed) may be removed from inventory records by declaring them as surplus. This includes lost and found property by the Police Department after a ninety (90) day period. A Property Disposal form must be completed and sent to the Purchasing Department by email to: propertycontrol@clermontfl.org.

All surplus property must be approved by the City Council with the exception of lost and found property by the Police Department. Once approved by the City Council, the Purchasing Director will have the authority to sell by auction or advertised bid, trade, donate to another governmental entity, destroy, or dispose of property declared surplus. Once the property item has been disposed of by the Purchasing Department, it will be recorded in the property control system and the form submitted to the Finance Department. Afterwards, the property item will be retired from the property control system.

K. Authority

Approved and adopted by the Clermont City Council by Resolution Number 2019-31R on November 12, 2019.

Property Control Policy



City of Clermont, Florida

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A. Purpose

The purpose of this Policy is to establish requirements procedural guidelines for the management control and continuing accountability for the control of City owned tangible and intangible personal property. This policy will provide information on how to account for its acquisition, safeguarding and final disposition and for the periodic review of such property for inventory purposes in accordance with Chapter 274.02, Florida Statutes and the Florida Administrative Code Rules 69I-73.

B. Scope

This policy shall apply applies to all City owned tangible and intangible personal property with a value or cost of \$1,000 or more, and a projected useful life of one (1) year or more. Tangible personal property includes furniture, equipment, computers, printers, and vehicles. Intangible personal property includes software.

C. Responsibilities

The City's Purchasing Department is responsible for the establishment and maintenance of the property control system. Department Directors are the official custodians of property items assigned to their departments and as a result are primarily responsible for the use, care, and safeguarding of property items assigned to their departments. Department Directors shall assign a designated Property Custodian for their department for the supervision, control and accountability of city owned property. Inventory must be taken on an annual basis and whenever there is a change of Property Custodian or designee. Departments are responsible for the establishment and maintenance of control systems to account for tangible personal property not covered by this Policy.

D. Physical Inventory

~~A complete physical inventory of all property as described in Section B. shall be conducted annually and whenever there is a change of custodian, as required by Florida Statutes.~~ The annual physical inventory will be performed by the City's Purchasing Department Property Coordinator with assistance from specific department personnel each department Property Custodian or designee. The Purchasing Department will provide an inventory list of all property items to each department with a scheduled time for completion. The list will include the property control number, property description, date acquired, class and sub-class, physical location, property tag number, serial number (if applicable), and department name. The Property Custodian or designee will verify the property listing with assistance from qualified individuals from each department. Each item listed will be marked either YES if found or NO if not found. If the item is not found an explanation must be provided in writing by the department Property Custodian or designee. Changes are noted for items transferred to another department. The transfer

will be confirmed by the Purchasing Department Property Coordinator physically inspecting the property in its new location.

The Purchasing Department Property Coordinator will perform a physical inventory of twenty percent (20%) of each department inventory each year during a five (5) year period. In the event that several items cannot be located, the Purchasing Department Property Coordinator may determine to inventory all department items. Upon completion of the physical inventory, the Purchasing Department Property Coordinator will compare information noted to the property control system. Noted differences will be researched and corrected as appropriate.

Any property item found while conducting the physical inventory, which meets the property value threshold noted in Section B that is **not** included in the property control system, will be added to the City's inventory. A Property Acquisition Form must be completed and submitted to the Purchasing Department. After appropriate research to establish the ownership of the item, it will be added to the City's property records, if appropriate.

E. Lost & Stolen Property

Any property that is included in the ~~property control system~~ inventory list and not located during the physical inventory process must be promptly reported to the Property Custodian. Department's Property Custodian must promptly report all lost or stolen property to the Clermont Police Department and the Purchasing Department. The Property Custodian must provide a copy of the police report along with the Property Disposal Form to the Purchasing Department. The Purchasing Department will submit a list of all reported missing items to the City Manager for review before obtaining approval from the City Council. Upon approval by the City Council, the property will be removed from the property control system.

F. Property Identification

All property as described in Section B. will be permanently marked by the Purchasing Department Property Coordinator with property tags to show ownership by the City and the tag number assigned to the property item. Once the Property Acquisition Form has been reviewed by the Finance Department and received by the Purchasing Department, the Purchasing Department Property Coordinator will schedule an appointment with the Department Property Custodian to tag the asset.

Any property item whose value or utility would be significantly impaired by the attachment of a property tag, or it is not feasible or practical to attach a property tag, is exempt from the requirement for physical marking, ~~upon approval by the City Manager.~~ In such instances, the property tag will be kept on file by the Purchasing Department.

Property tags should be plainly visible and easily accessible. Tags should be placed on the front of equipment, which normally is not moved, such as computers and printers. On items that are regularly moved, such as generators and mowers, the tag should be placed as close to the serial number as possible or where it is least likely to come off from wear and tear.

The property control number assigned by the Purchasing Department remains the same and follows the life of the asset until disposal. These property tags will be removed only when the item is approved as surplus by the City Council and disposed of by the Purchasing Department. Should the property tag be removed or defaced, the Property Custodian must notify the Purchasing Department in order to issue a replacement tag and update the property control system.

G. Property Control System

The property control system shall include a control account showing the total cost or value of all property as described in Section B. and a separate property record for each property item.

Each property record shall, as applicable, include the following information:

- a. Property control number
- b. Description of the item or items
- c. Physical location
- d. Department/division
- e. Name, Make or Manufacturer
- f. Year and/or Model
- g. Manufacturer's serial number(s), if any, and if an automobile, vehicle identification number (VIN)
- h. Date Acquired
- i. Cost
- j. Depreciation information
- k. Funding source
- l. Disposal date

Depreciation may be recorded to meet financial reporting requirements relating to depreciation accounting. However, depreciation must not be recorded on the individual property records ~~or in the control account~~ in such a manner as to reduce the recorded acquisition cost.

H. Property Acquisition

A Property Acquisition Form must be completed by the Property Custodian at the time of acquisition and submitted by email to propertycontrol@clermontfl.org. A purchase order and invoice must be attached to the form. It is the combined responsibility of the requisitioning department and Finance Department to ensure that the invoice/purchase order is charged to the correct general ledger account code for all property items. Each property acquisition form will be reviewed by the Finance Department before submitting it to Purchasing for entry in the property control system.

The acquisition of new fixed assets must be recorded and entered into the property control system by the Purchasing Department with assistance of the Finance Department. New acquisitions must contain the following information in the Property Acquisition Form:

- Contact person information;
- Property location;
- Employee assigned the property to;
- Property information to include:
 - Company purchased from;
 - Purchase order number;
 - Year/ make/model/manufacture/brand;
 - Serial number;
 - City vehicle number;
 - Total cost of property;
 - Date received;
 - Department account code;
 - Comprehensive description of the property;
 - Property alternate key (land).

The Purchasing Department will collect and verify the information before entering it in the Property Control System.

1. Cost of Property

The cost recorded in the property control system is the total cost of placing the item in service (i.e., invoice price plus freight and installation charges less discounts). A trade-in value is not deducted from the cost of an item.

2. Property Donations

Property donated to the City is recorded in the property control system at its fair market value at the date of donation. A letter from the donor that includes a description of the property and its value is recommended.

3. Creating A New Property From Parts

Property created by assembling parts of several old items into a new one is considered cannibalizing and will be recorded in the property control system if its cumulative value is over \$1,000 as described in Section B. The new formed property will also be recorded if it qualifies as an improvement to an existing property item. Any cannibalized property should ~~have first been~~ be disposed of through the property disposal procedures noted in Section J.

I. Property Transfers

Property may be transferred between departments; therefore transferring ownership. However, property cannot be transferred from one department to another once the property has been declared surplus. The transferring Property Custodian is responsible for the completion of the Property Transfer Form and ~~submission to the Purchasing Department~~ approval before the transfer takes place. The completed transfer form must be submitted to the Purchasing Department by email to: propertycontrol@clermontfl.org. Once the property item has been physically transferred, the transfer ~~should~~ will be recorded in the property control system by the Purchasing Department Property Coordinator.

A Property Transfer Form must also be completed when a property item is relocated within the same department (e.g. transfer from one division to another within the same department).

J. Property Disposition

All City-owned tangible personal property (including property not described in Section B.) that no longer serves the needs of the City (e.g. broken, in need of repair, or no longer needed) may be requested by the Property Custodian ~~to be declared surplus by the City Council. The Property Custodian should complete the Property Disposal Form and submit to the Purchasing Director for approval by the City Council.~~ removed from inventory records by declaring them as surplus. This includes lost and found property by the Police Department after a ninety (90) day period. A Property Disposal form must be completed and sent to the Purchasing Department by email to: propertycontrol@clermontfl.org.

All surplus property must be approved by the City Council with the exception of lost and found property by the Police Department. Once approved by the City Council, the Purchasing Director will have the authority to sell by auction or advertised bid, trade, donate to another governmental entity, destroy, or dispose of property declared surplus. Once the property item has been disposed of by the Purchasing Department, it will be recorded in the property control system and the form submitted to the Finance

Department. Afterwards, the property item will be retired from the property control system.

K. Authority

Approved and adopted by the Clermont City Council by Resolution Number 2019-31R on November 12, 2019.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 12, 2019		
Agenda Item Name		
Resolution No. 2019-35R		
Requested Action		
Request approval of resolution to amend the FY 2019 Budget.		
Staff Report		
Resolution No. 2019-35R is proposed to amend the City's adopted budget for Fiscal Year 2019. Florida Statutes require budget amendments to be adopted no later than sixty (60) days following the end of the fiscal year. The amendments are necessary to formally amend the budget for City Council approvals and reflect actual revenues and expenditures.		
Additional Analysis		
Fiscal Impact Summary		
Total adjustment to fund balance for all funds is \$1,723,748.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution No. 2019-35R -10-28-19	Resolution No. 2019-35R -10-28-19.docx	

CITY OF CLERMONT
RESOLUTION NO. 2019-35R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CLERMONT, LAKE COUNTY, FLORIDA, AUTHORIZING BUDGET
AMENDMENTS FOR THE CITY OF CLERMONT FOR FISCAL YEAR
2018-2019**

WHEREAS, it is hereby found and determined by the City Council of the City of Clermont, Lake County, Florida, that the following budget amendments are necessary for the Fiscal Year October 1, 2018 to September 30, 2019:

GENERAL FUND

1. Increase Training & Education (10512-55401) \$ 5,500
To amend the City Manager Department budget for additional staff training.
2. Increase Audit Fee (10513-53200) \$ 2,000
To amend the Finance Department budget for increased audit costs due to a single audit scope.
3. Increase Repair & Maintenance - Buildings (10519-54600-19103) \$ 18,082
To amend the Other General Government budget for remodeling of City Hall Offices.
4. Increase EOC Equipment (10519-55221-99002) \$ 13,463
To amend the Other General Government budget for equipment and supplies purchased for the Hurricane Dorian Emergency Operations Center.
5. Increase Defined Benefit – Pension (10522-12245) \$ 324,914
To amend the Fire Department budget for increased pension contribution based on the most recent actuarial valuation study.
6. Increase Professional Services - General (10559-53100) \$ 40,963
To amend the Economic Development Department for services received from Gray Robinson pursuant to a contract dated April 24, 2018.
7. Increase Group Medical Insurance (10560-12300) \$ 15,060
To amend the Human Resources Department budget for under estimating Group Medical Insurance.
8. Decrease Sale of Fixed Assets (10364-36400) \$ 1,300,000
Decrease Transfer to Capital Projects Fund (10581-99114) \$ 1,300,000
To amend the budget for not selling the Public Works Complex and corresponding Transfer to the Capital Projects Fund.

CITY OF CLERMONT
RESOLUTION NO. 2019-35R

- | | |
|--|------------|
| 9. Decrease Fund Balance (10559-55900) | \$ 419,982 |
| Total General Fund Adjustments. | |

INFRASTRUCTURE SURTAX FUND

- | | |
|--|------------|
| 1. Increase Capital Outlay – Vehicles (12519-66400) | \$ 3,902 |
| To amend the Other General Government budget for additional costs associated with the purchase of a replacement vehicle. | |
| 2. Increase Capital Outlay - Equipment (12521-66401) | \$ 356,761 |
| Increase Capital Outlay - Equipment (12522-66401) | \$ 449,607 |
| Increase Capital Outlay - Equipment (12541-66401) | \$ 6,443 |
| Increase Capital Lease Proceeds (12383-38305) | \$ 919,034 |
| Increase Debt Service – Cap Lease Principal (12521-77113) | \$ 35,429 |
| Increase Debt Service – Cap Lease Interest (12521-77213) | \$ 11,833 |
| Increase Debt Service – Cap Lease Principal (12522-77113) | \$ 43,310 |
| Increase Debt Service – Cap Lease Interest (12522-77213) | \$ 14,465 |
| Increase Debt Service – Cap Lease Principal (12541-77113) | \$ 787 |
| Increase Debt Service – Cap Lease Interest (12541-77213) | \$ 263 |
| To amend the Police, Fire and Public Works Department budgets for an amended and restated interlocal agreement with Lake County for emergency network radios approved by Council on June 26, 2018. | |
| 3. Decrease Fund Balance (12599-59900) | \$ 3,766 |
| Total Infrastructure Surtax Fund Adjustments. | |

CAPITAL PROJECTS FUND

- | | |
|---|--------------|
| 1. Decrease Transfer from General Fund (32381-38100) | \$ 1,300,000 |
| To amend the budget for not transferring the Public Works Complex sale proceeds from the General fund to the Capital Projects Fund. | |
| 2. Decrease Fund Balance (32599-59900) | \$ 1,300,000 |
| Total Capital Projects Fund Adjustments. | |

Net Decrease to Fund Balance – All Funds	\$ 1,723,748
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CITY OF CLERMONT
RESOLUTION NO. 2019-35R

NOW, THEREFORE, BE IT RESOLVED, that the above said budget amendments of the City of Clermont for the Fiscal Year 2018-2019 are hereby adopted.

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 12th day of November, 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

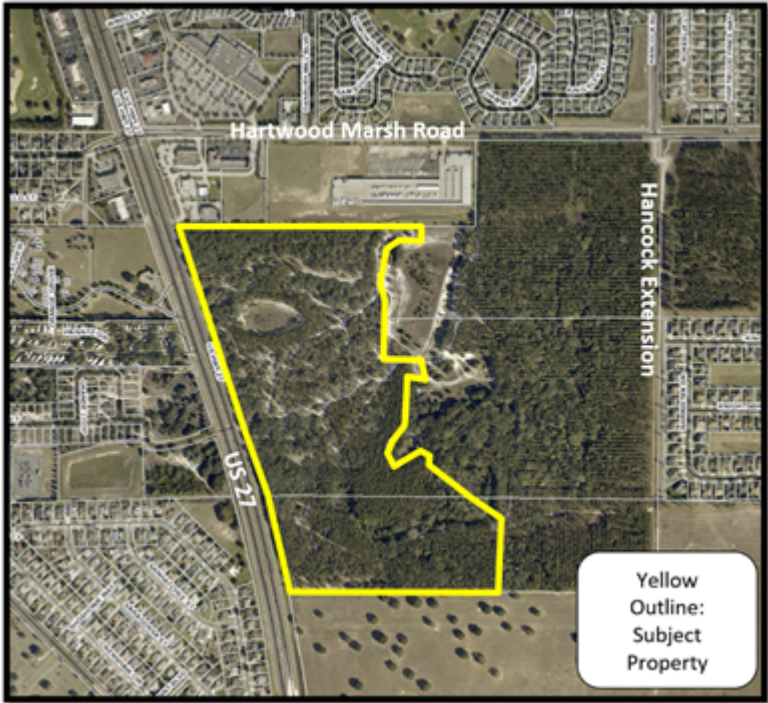
Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, November 12, 2019	
Agenda Item Name	
Ordinance No. 2019-30 <i>Final</i> <i>Hartwood Properties</i> <i>Table to December 10, 2019</i>	
Requested Action	
Recommend approval of Ordinance No. 2019-30.	
Staff Report	
The owner, Hartwood Properties LLC, has requested a rezoning to a Planned Unit Development with C-2 General Commercial uses and Residential uses. The subject site is 80 +/- acres in size. The property is 1/4 mile south of Hartwood Marsh Road, east of US Hwy 27. A portion of the property has been historically used for agricultural purposes.  The applicant desires to develop the property for commercial and residential uses in the future, which may include up to 600 multi-family dwelling units and up to 120,500 square feet of commercial uses. A conceptual site plan has been submitted to show what could be placed on the property in respect to uses, intensities and densities. Due to the City's recent multi-family moratorium and the applicant not having site specific plans, staff is recommending C-2 General Commercial uses until such time the multi-family is ready to move forward with detailed site plans. The applicant has agreed to amended the PUD once this becomes to fruition. If approved, the zoning would permit C-2 General Commercial uses on the site. Any residential (single-family or multi-family) uses or conditional uses, such as buildings over 20,000 square feet, would require the applicant to come back before the Planning and Zoning Commission and City Council for approval. A more detailed site plan with specific uses would be submitted at the	

time the site is ready for development.

The PUD with C-2 General Commercial zoning is compatible with the Master Planned Development Future Land Use. The property fronts a major Federal Highway and these types of uses would be compatible in the area.

Staff has reviewed the applicant's proposal and finds the proposed zoning at this location is compatible with the uses in the area. Staff is able to support the request for the rezoning change since it is not in conflict with the City's Comprehensive Plan and the property can be developed in a similar fashion under Lake County's Regional office designation. Therefore; staff recommends approval of the rezoning to the Planned Unit Development to include C-2 General Commercial uses. *The Planning and Zoning Commission recommended 4-2 for approval with a condition added to restrict no access from the development to Hartwood Marsh Road.*

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2019-30 Hartwood Properties REZ 2019-30 Hartwood Properties REZ CC.doc		
2. ORDINANCE NO 2019-30 Hartwood Properties PUD ORDINANCE NO 2019-30 Hartwood Properties PUD Legal Ad Proof Legal Ad Proof.pdf		



CITY OF CLERMONT
ORDINANCE NO. 2019-30

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, RECORDING, AND PUBLICATION.

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

SECTION 1.

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

LEGAL DESCRIPTION

Parcel 1: From E 1/4 cor run S 0-25-15 W along E line of SE 1/4 26 ft, Thence N 89-42-0 W 999.95 ft, N 0-18-0 E 26 ft to N line of SE 1/4, N 89-42-0 W along N line of SE 1/4 315.4 ft to NW cor of NE 1/4 of SE 1/4, S 0-20-29 W along W line of NE 1/4 of SE 1/4 644.48 ft to NE cor of S 1/2 of NW 1/4 of SE 1/4, N 89-36-25 W 382.81 ft along N line of S 1/2 of NW 1/4 of SE 1/4 for pob, run S 0-23-35 W 86.68 ft, S 87-41-33 W 82.14 ft, S 80-48-18 W 53.28 ft, S 74-46-16 W 40.33 ft, S 60-09-01 W 42.42 ft, S 44-07-53 W 55.81 ft, S 16-35-39 W 43.95 ft, S 09-45-40 W 49.13 ft, S 02-11-09 W 52.9 ft, S 07-19-12 W 66.15 ft, S 15-51-21 W 43.08 ft, S 30-34-13 E 20.75 ft, S 46-57-10 E 23.08 ft, S 25-48-53 E 31.53 ft, S 10-32-32 E 40.47 ft, S 06-51-20 W 199.46 ft, S 02-32-14 E 197.47 ft, S 45-06-17 E 26.84 ft, S 85-12-21 E 36.97 ft, N 79-46-13 E 30.52 ft, S 88-48-33 E 90.46 ft, S 73-14-47 E 36.84 ft, S 46-19-25 E 35.85 ft, S 32-23-58 E 72 ft to the point of curvature of a curve concave NW'ly having a radius of 25 ft & a chord bearing of S 41-37-57 W, run SW'ly along arc of curve thru central angle of 148-03-50 a dist of 64.61 ft to the pt of tangency, N 64-20-08 W 25.4 ft, N 76-04-07 W 30.37 ft, S 68-05-38 W 28.33 ft, S 36-16-47 W 24.84 ft, S 14-54-49 W 44.67 ft, S 03-11-49 W 54.97 ft, S 02-36-01 E 121.76 ft, S 06-27-57 W 101.43 ft, S 20-42-07 W 56.29 ft, S 43-55-27 W 43.91 ft, S 61-30-08 W 44.26 ft, S 28-56-59 W 43.34 ft, S 16-05-04 W 33.97 ft, S 04-17-39 W 27.39 ft, S 21-01-30 E 101.88 ft, S 56-24-53 E 10.66 ft, S 77-06-37 E 14.04 ft, N 70-14-29 E 16.3 ft, N 55-07-08 E 65.04 ft, N 66-47-05 E 81.79 ft, N 25-50-57 E 30.74 ft, N 72-14-43 E 23.58 ft, S 79-19-14 E 22.5 ft, S 57-16-34 E 38.82 ft, S 31-04-08 E 24.54 ft, S 06-26-42 E 28.59 ft, S 18-55-15 W 15.13 ft, S 50-15-49 E to S line of sec, run W'ly along S line of sec to e r/w line of us hwy 27, run NW along E r/w line of us hwy 27 to N line of SW 1/4 of NE 1/4 of SW 1/4, run E'ly along N line of S 1/2 of NE 1/4 of SW 1/4 & N line of S 1/2 of NW 1/4 of SE 1/4 to pob orb 621 pg 51 orb 774 pgs 2445 2447 orb 1427 pg 722 orb 1511 pg 1588 orb 3788 pg 45. Parcel ID: 09-23-26-000400000600

Parcel 2: From NE cor of sec run S 0-26-49 W 662.26 ft to SE cor of N 1/2 of NE 1/4 of NE 1/4, N 89-32-02 W 1121.46 ft for pob, run N 0-27-58 E 529.08 ft, N 50-15-49 W to N line of sec, W along said N line to E'ly r/w line of us hwy 27, SE'ly along said E'ly r/w line to S line of N 1/2 of N 1/2 of NE 1/4, run E'ly along said S line of N 1/2 of N 1/2 of NE 1/4 to pob orb 1511 pg 1588 orb 3788 pg 45.
Parcel ID: 16-23-26-000100000800



CITY OF CLERMONT
ORDINANCE NO. 2019-30

Site contains 80.4 +/- acres.

LOCATION

1/4 mile south of Hartwood Marsh Road, East of US 27
Alternate Keys 1412251 & 3853085

FROM: Urban Estate (UE) and Urban Transition (UT)
TO: Planned Unit Development (PUD)

SECTION 2.

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

SECTION 3.

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

SECTION 4.

This Ordinance shall be recorded in the Public Records of Lake County, Florida.

SECTION 5.

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

SECTION 6. General Conditions

This application for a Planned Unit Development to allow for a multi-tenant commercial development with C-2 General Commercial be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property may be developed under the City's C-2 General Commercial District, Division 11 of the Land Development Code. Any multi-family or conditional uses under the C-2 General Commercial District will require the developer to amend the Planned Unit Development ordinance.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate



CITY OF CLERMONT
ORDINANCE NO. 2019-30

jurisdictional entities.

4. An environmental assessment addressing habitat and species shall be submitted to the City during the construction plans approval stage of each phase of the project. Applicable permits for any gopher tortoises and associated burrow commensal species or other threatened or endangered species found on the property must be received from the appropriate regulatory agencies prior to the initiation of development activity.
5. Fiber optic conduit and pull boxes may be required to be installed by the developer in the utility easements to extend the City's fiber optic network. The City will reimburse the developer at 100 percent for all costs including design, permitting, materials, and construction of the fiber optic conduit and pull boxes. At the time of site plan review, the City's Information Technology Director or authorized designee will make this determination.
6. Easements shall be provided on any existing and proposed utilities that the City will own and maintain at no expense to the City.

SECTION 7. Land Uses and Specific Conditions

1. The development shall comply with all applicable County and Florida Department of Transportation access management requirements. No access to Hartwood Marsh Road from the project is permitted.
2. A Tier 2 Traffic Impact Study shall be completed at the time of site plan review. The study and comments shall be shared with all jurisdictions within the traffic impact area. If the study identifies a deficiency in the Level of Service of transportation facilities due to the proposed project, the developer shall be required to participate in mitigation strategies.

In addition, the Developer may be required to enter into a Transportation Impact Fee Credit agreement with Lake County and the City of Clermont prior to site plan approval, subject to final approval by FDOT, Lake County and the Lake-Sumter MPO. The Agreement may require the Developer to fund improvements for Conserv right-of-way, design and permitting of roadways and/or construction of roadways for Transportation impact fee credits based upon the following priorities:

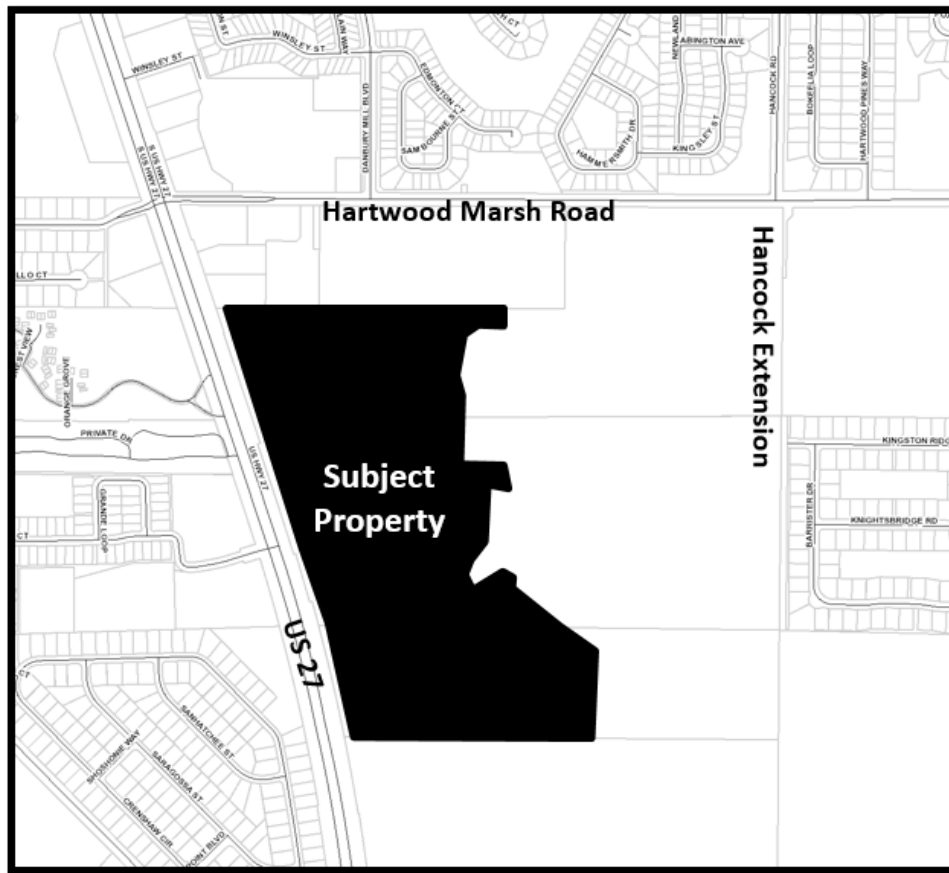


CITY OF CLERMONT
ORDINANCE NO. 2019-30

- i. Payment in escrow to Lake County for the acquisition of the four lane right-of-way from Conserv for Wellness Way;
 - ii. Design and permitting of Wellness Way from US 27 to the Orange County line as a four lane roadway;
 - iii. Construction of Wellness Way from Hancock Road to the Orange County line as the first two lanes of the ultimate four lane roadway;
 - iv. Payment in escrow to Lake County for the acquisition of the four lane right-of-way from Conserv for Hancock Road;
 - v. Design and permitting of Hancock Road from Wellness Way to the northern boundary of the Conserv property as a four-lane roadway;
 - vi. Construction of Hancock Road from Wellness Way to the entrance of the Fuqua project south of Hartwood Marsh Road as the first 2-lanes of the ultimate 4-lane roadway;
 - vii. Construction of the 3rd and 4th lanes of Wellness Way from US 27 to the Hancock/Schofield intersection;
3. The project shall be developed according to the C-2 General Commercial zoning designation in the Land Development Code, unless expressly stated above.

CITY OF CLERMONT
ORDINANCE NO. 2019-30

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2019-30

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 12th day of November, 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Advertising Receipt

The Daily Commercial
PO Box 490007
Leesburg, FL 34749-0007
Phone: (352) 365-8200
Fax: (352) 365-1951

CITY OF CLERMONT
Carlie Zinker
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10090668
Phone: (352) 241-7331
Date: 09/13/19
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cle	09/16/2019	10/28/2019	\$434.64

LEGAL NOTICE

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

ORDINANCE NO. 2019-30

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, RECORDING, AND PUBLICATION

LOCATION:

1/4 mile south of Hartwood Marsh Road, East of US 27
(Alternate Keys 141.2251, 3853085)

LEGAL DESCRIPTION

Parcel 1: From E 1/4 cor run S 0-25-15 W along E line of SE 1/4 26 ft, Thence N 89-42-0 W 999.95 ft, N 0-18-0 E 26 ft to N line of SE 1/4, N 89-42-0 W along N line of SE 1/4 315.4 ft to NW cor of NE 1/4 of SE 1/4, S 0-20-29 W along W line of NE 1/4 of SE 1/4 644.48 ft to NE cor of S 1/2 of NW 1/4 of SE 1/4, N 89-36-25 W 382.81 ft along N line of S 1/2 of NW 1/4 of SE 1/4 for pob, run S 0-23-35 W 86.68 ft, S 87-41-33 W 82.14 ft, S 80-48-18 W 53.28 ft, S 74-46-16 W 40.33 ft, S 60-09-01 W 42.42 ft, S 44-07-53 W 55.81 ft, S 16-35-39 W 43.95 ft, S 09-45-40 W 49.13 ft, S 02-11-09 W 52.9 ft, S 07-19-12 W 66.15 ft, S 15-51-21 W 43.08 ft, S 30-34-13 E 20.75 ft, S

46-57-10 E 23.08 ft, S 25-48-53 E 31.53 ft, S 10-32-32 E 40.47 ft, S 06-51-20 W 199.46 ft, S 02-32-14 E 197.47 ft, S 45-06-17 E 26.84 ft, S 85-12-21 E 36.97 ft, N 79-46-13 E 30.52 ft, S 88-48-33 E 90.46 ft, S 73-14-47 E 36.84 ft, S 46-19-25 E 35.85 ft, S 32-23-58 E 7.2 ft to the point of curvature of a curve concave NW'ly having a radius of 25 ft & a chord bearing of S 41-37-57 W, run SW'ly along arc of curve thru central angle of 148-03-50 a dist of 64.61 ft to the pt of tangency, N 64-20-08 W 25.4 ft, N 76-04-07 W 30.37 ft, S 68-05-38 W 28.33 ft, S 36-16-47 W 24.84 ft, S 14-54-49 W 44.67 ft, S 03-11-49 W 54.97 ft, S 02-36-01 E 121.76 ft, S 06-27-57 W 101.43 ft, S 20-42-07 W 56.29 ft, S 43-55-27 W 43.91 ft, S 61-30-08 W 44.26 ft, S 28-56-59 W 43.34 ft, S 16-05-04 W 33.97 ft, S 04-17-39 W 27.39 ft, S 21-01-30 E 101.88 ft, S 56-24-53 E 10.66 ft, S 77-06-37 E 14.04 ft, N 70-14-29 E 16.3 ft, N 55-07-08 E 65.04 ft, N 66-47-05 E 81.79 ft, N 25-50-57 E 30.74 ft, N 72-14-43 E 23.58 ft, S 79-19-14 E 22.5 ft, S 57-16-34 E 38.82 ft, S 31-04-08 E 24.54 ft, S 06-26-42 E 28.59 ft, S 18-55-15 W 15.13 ft, S 50-15-49 E to S line of sec, run w'ly along S line of sec to e r/w line of us hwy 27, run NW along E r/w line of us hwy 27 to N line of SW 1/4 of NE 1/4 of SW 1/4, run E'ly along N line of S 1/2 of NE 1/4 of SW 1/4 & N line of S 1/2 of NW 1/4 of SE 1/4 to pob orb 621 pg 51 orb 774 pgs 2445 2447 orb 1427 pg 722 orb 1511 pg 1588 orb 3788 pg 45. Parcel ID: 09-23-26-000400000600

Parcel 2: From NE cor of sec run S 0-26-49 W 662.26 ft to SE cor of N 1/2 of NE 1/4 of NE 1/4, N 89-32-02 W 1121.46 ft for pob, run N 0-27-58 E 529.08 ft, N 50-15-49 W to N line of sec, W along said N line to E'ly r/w line of us hwy 27, SE'ly

along said E'ly r/w line to S line of N 1/2 of N 1/2 of NE 1/4, run E'ly along said S line of N 1/2 of N 1/2 of NE 1/4 to pob orb 1511 pg 1588 orb 3788 pg 45.
Parcel ID: 16-23-26-000100000800

Site contains 80.4 +/- acres.

From: Urban Estate and
Urban Transition
To: Planned Unit Development

This request will be considered by the Planning & Zoning Commission on Tuesday, October 1, 2019 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, November 12, 2019 at 6:30 p.m. for final enactment.

All meetings will be held at City Hall, located at 685 W. Montrose Street. This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose St., Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10090668
September 16, 2019 &
October 28, 2019

Payment Info	
Ad Price	\$434.64
Tax	\$0.00
Sub Total	\$434.64
Prepaid Amount	\$0.00
Balance Due	\$434.64



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date

Tuesday, November 12, 2019

Agenda Item Name

Ordinance No. 2019-31 *Final*
Bradshaw North
Table to December 10, 2019

Requested Action

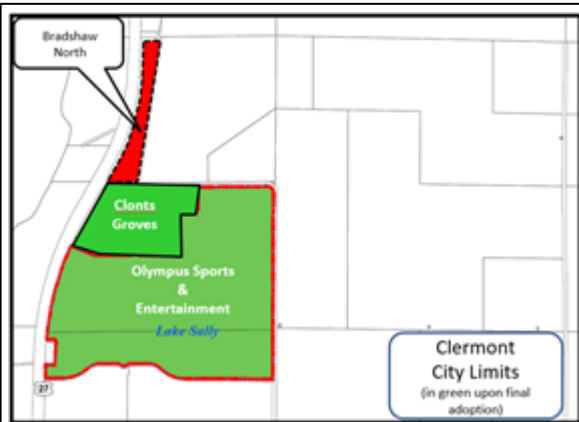
Recommend approval of Ordinance 2019-31.

Staff Report

The owner, BLR-Shell Pond/Floribra-Shell Pond, is requesting voluntary annexation of the subject property by adjacency to the City limits. The property, approximately 16.7 acres, is located northeast of the intersection of US Hwy 27 and Schofield Road. The adjacency to the City limits would be to the south, Clonts Groves. This request is being heard concurrently with a request for a Large-Scale Comprehensive Plan Amendment and a rezoning to C-2 General Commercial. The property has been historically used for agricultural uses.



The property is located within the Interlocal Service Boundary Agreement (ISBA) and the Joint Planning Area (JPA). The applicant is requesting City services for the project, in which the City can fully serve. The subject property is contiguous to the City limits for the Clonts Groves project, which was completed on October 22, 2019.



The related request for a comprehensive plan amendment would change the future land use from Lake County's Wellness Way Area Plan 1 designation to the City's Commercial. The annexation would assign the default zoning in the City to Urban Transition. The applicant is requesting a rezoning to C-2 General Commercial uses as well. The proposed uses include a 140 room hotel with up to 32,800 square feet of commercial uses.

The proposed annexation is consistent with the City's plans for municipal expansion south to include portions of the Wellness Way area. The City and County are working closely to coordinate master infrastructure and job creation efforts in the area. The Central Florida Expressway authority is also conducting preliminary studies for a new expressway corridor that would connect US 27 in Lake County to SR 429 in Orange County. Since the subject property meets the requirements for voluntary annexation under Florida Statutes Chapter 171.044, the City is capable of serving the property, and is within the ISBA and the JPA; staff recommends approval of the annexation.

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2019-31 Bradshaw North ANN	2019-31 Bradshaw North ANN.DOC	
2. Legal Ad	ANN Bradshaw North Legal Ad.docx	



CITY OF CLERMONT
ORDINANCE NO. 2019-31

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES, PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, RECORDING, AND PUBLICATION.

WHEREAS, the City Council of the City of Clermont, Lake County, Florida has received a Petition for Annexation of a parcel of land contiguous to the present corporate limits under Section 171.044, Florida Statutes; and

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

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

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

SECTION 1.

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

LEGAL DESCRIPTION

Parcel 1: That part of land lying between US Hwy 27 & Bradshaw Rd & N of the following described line: from N 1/4 cor of sec run S 01-24-28 E 706.60 ft, S 86-06-56 E 150.17 ft for POB, cont S 86-06-56 E 228.09 ft to the point of terminus ORB 1569 Pgs 1160 1169 ORB 3788 Pg 48.

Parcel ID: 21-23-26-000100000600

Parcel 2: N 1/2 of sec lying E'ly of US Hwy 25 & W'ly of Bradshaw Rd r/w & lying S of following described line: from N 1/4 cor run S 01deg 24min 28sec E 706.60 ft, S 86deg 06min 56sec E 150.17 ft for POB, cont S 86deg 06min 56sec E 228.09 ft to the point of terminus ORB 2051 Pg 1403.

Parcel ID: 21-23-26-000100000100

Site contains 16.7 +/- acres.



CITY OF CLERMONT
ORDINANCE NO. 2019-31

LOCATION

Northeast of the US 27 & Schofield Road Intersection, East of US 27
(Alternate Keys 1594511, 3853224)

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

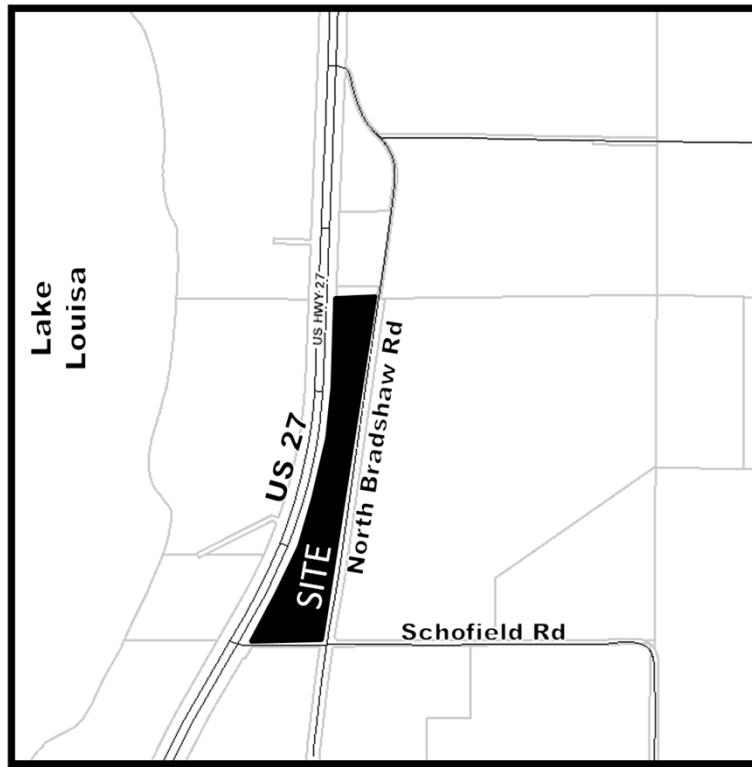
SECTION 5.

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

SECTION 6.

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

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2019-31

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 12th day of November, 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday, November 12, 2019 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2019-31

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR AN EFFECTIVE DATE; SEVERABILITY; RECORDING, AND PUBLICATION.

LOCATION:

Northeast of the US 27 & Schofield Road Intersection, East of US 27
(Alternate Keys 1594511, 3853224)
16.7 +/- Acres

LEGAL DESCRIPTION

Parcel 1: That part of land lying between US Hwy 27 & Bradshaw Rd & N of the following described line: from N 1/4 cor of sec run S 01-24-28 E 706.60 ft, S 86-06-56 E 150.17 ft for POB, cont S 86-06-56 E 228.09 ft to the point of terminus ORB 1569 Pgs 1160 1169 ORB 3788 Pg 48.

Parcel ID: 21-23-26-000100000600

Parcel 2: N 1/2 of sec lying E'ly of US Hwy 25 & W'ly of Bradshaw Rd r/w & lying S of following described line: from N 1/4 cor run S 01deg 24min 28sec E 706.60 ft, S 86deg 06min 56sec E 150.17 ft for POB, cont S 86deg 06min 56sec E 228.09 ft to the point of terminus ORB 2051 Pg 1403.

Parcel ID: 21-23-26-000100000100

Site contains 16.7 +/- acres.

See Map Below

The public hearings are in the Council chambers of City Hall, 685 W. Montrose Street, and are open to public comment. Please call (352) 394-4083, ext. 3 if you have any questions.

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

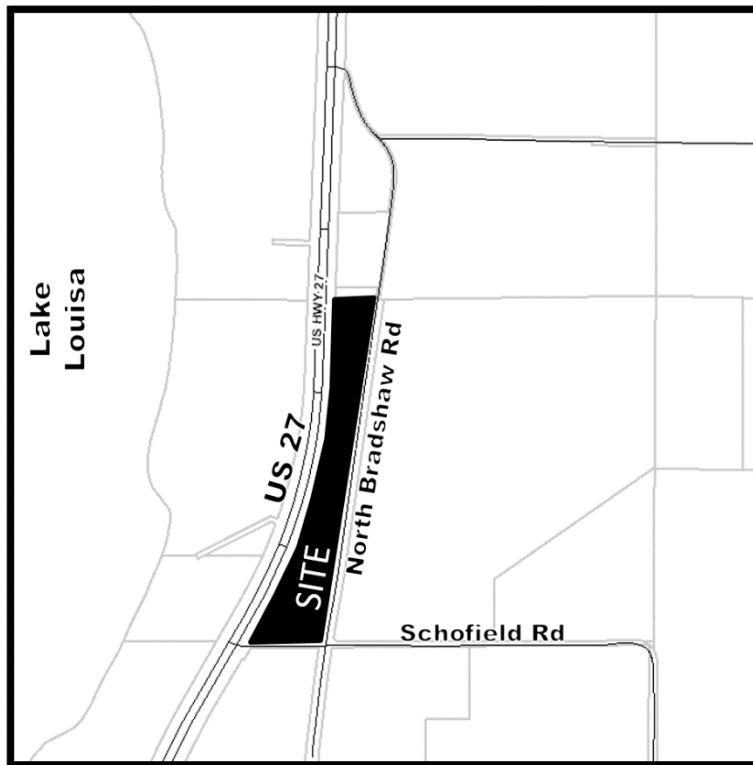
Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7331, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC

City Clerk
Daily Commercial
October 29, 2019 & November 5, 2019

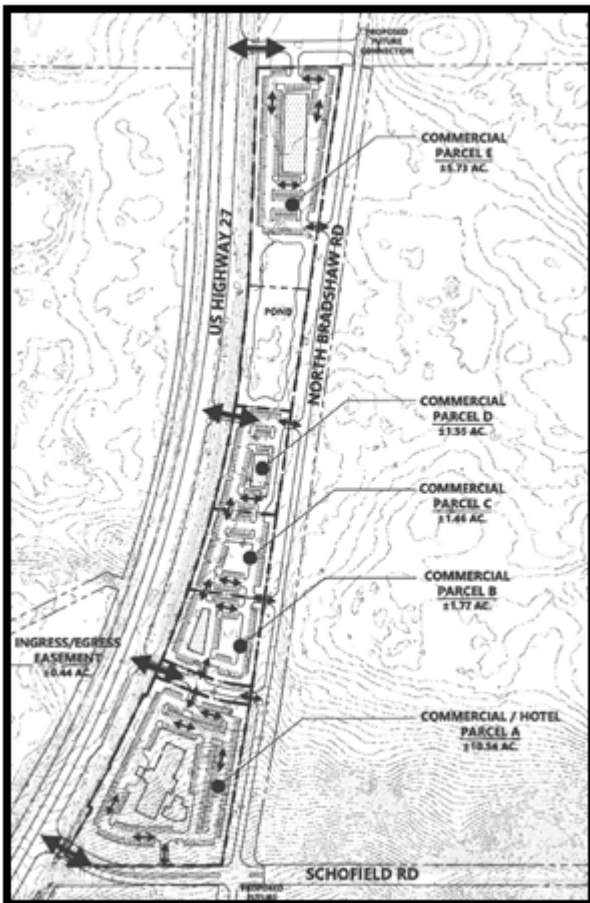
Location Map:



AGENDA ITEM

Meeting Date	
Tuesday, November 12, 2019	
Agenda Item Name	
Ordinance No. 2019-33 <i>Final</i> <i>Bradshaw North</i> <i>Table to December 10, 2019</i>	
Requested Action	
Recommend approval of Ordinance 2019-33.	
Staff Report	

The owner, BLR-Shell Pond/Floribra-Shell Pond, has requested a rezoning to C-2 General Commercial. The subject site is 16.7 +/- acres in size and is located in the Wellness Way Area Plan. The property is located northeast of the intersection of US Hwy 27 and Schofield Road. This request is being heard concurrently with requests for annexation and a Comprehensive Plan Amendment to the City's Commercial Future Land Use. The property is located within the Interlocal Service Boundary Agreement (ISBA) and the Joint Planning Area (JPA). A portion of the property has been historically used for agricultural purposes.



The applicant desires to develop the property for commercial uses in the future, which may include a 140-room hotel with up to 32,800 square feet of commercial uses. A conceptual site plan has been submitted to show what could be placed on the property in respect to uses, intensities and densities. If approved, the zoning change would permit C-2 General Commercial uses on the site. Any conditional uses, such as buildings over 20,000 square feet, would require the applicant to come back before the Planning and Zoning Commission and City Council for approval. The applicant provided the conceptual site plan to demonstrate the long narrow parcel could accommodate projects with parking and stormwater systems. A more detailed site plan with specific uses would be submitted at the time the site is ready for development.

The C-2 General Commercial zoning is compatible to the proposed Commercial Future Land Use. The property fronts a major Federal Highway and these types of uses would be compatible in the area. Residential uses on the site would be highly unlikely due to the property's configuration and location on the highway.

Staff has reviewed the applicant's proposal and finds the proposed zoning at this location is compatible with the uses in the area. Staff is able to support the request for the rezoning change since the subject property meets the requirements for voluntary annexation, the City is capable of serving the property, it is not in conflict with the City's Comprehensive Plan, and the property can be developed in a similar fashion under Lake County's Wellness Way 1. Therefore; staff recommends approval of the rezoning to the City's C-2 General Commercial zoning designation. *The Planning and Zoning Commission recommended approval, 6-0.*

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2019-33 Bradshaw North REZ	2019-33 Bradshaw North REZ formatted.DOC	
2. REZ AD Bradshaw North Legal Proof	REZ AD Bradshaw North Legal Proof.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2019-33

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

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

SECTION 1.

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

LEGAL DESCRIPTION

Parcel 1: That part of land lying between US Hwy 27 & Bradshaw Rd & N of the following described line: from N 1/4 cor of sec run S 01-24-28 E 706.60 ft, S 86-06-56 E 150.17 ft for POB, cont S 86-06-56 E 228.09 ft to the point of terminus ORB 1569 Pgs 1160 1169 ORB 3788 Pg 48.

Parcel ID: 21-23-26-000100000600

Parcel 2: N 1/2 of sec lying E'ly of US Hwy 25 & W'ly of Bradshaw Rd r/w & lying S of following described line: from N 1/4 cor run S 01deg 24min 28sec E 706.60 ft, S 86deg 06min 56sec E 150.17 ft for POB, cont S 86deg 06min 56sec E 228.09 ft to the point of terminus ORB 2051 Pg 1403.

Parcel ID: 21-23-26-000100000100

Site contains 16.7 +/- acres.

LOCATION

Northeast of the US 27 & Schofield Road Intersection, East of US 27
(Alternate Keys 1594511, 3853224)

From: Urban Transition
To: C-2 General Commercial District

SECTION 2.

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

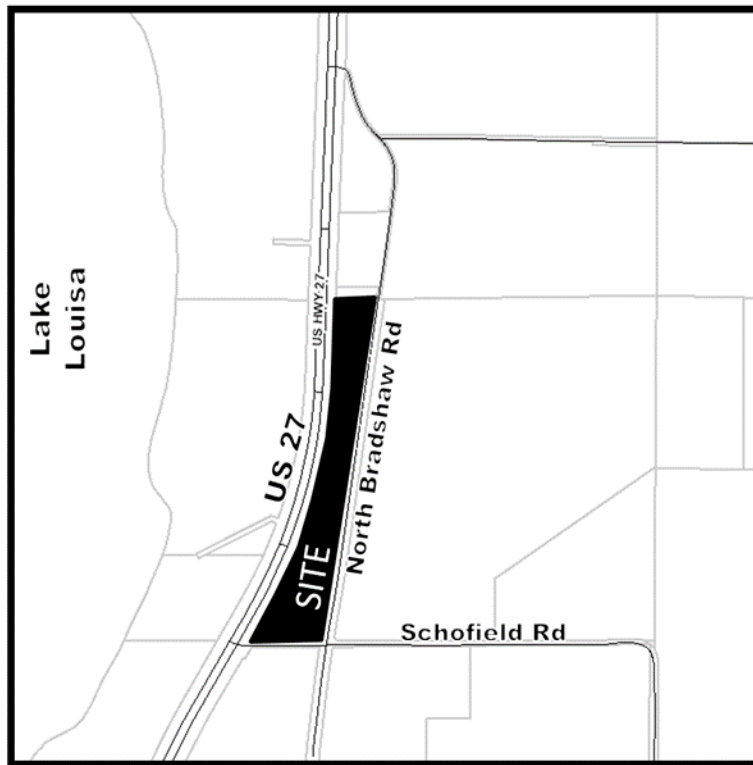
SECTION 3.

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

SECTION 4.

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

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2019-33

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 12th day of November 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Advertising Receipt

The Daily Commercial
PO Box 490007
Leesburg, FL 34749-0007
Phone: (352) 365-8200
Fax: (352) 365-1951

CITY OF CLERMONT
Carlie Zinker
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10090610
Phone: (352) 241-7331
Date: 09/11/19
Ad Taker: Joanne French

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cler	09/16/2019	10/28/2019	\$274.04

LEGAL NOTICE

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

From: Urban Transition
To: C-2 General Commercial

This request will be considered by the Planning & Zoning Commission on Tuesday, October 1, 2019 at 6:30 p.m.

ORDINANCE NO. 2019-33

An ordinance under the Code of Ordinances of the City of Clermont, Lake County, Florida amending the official zoning map of the City of Clermont, referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances; Rezoning the real properties described herein as shown below, providing for severability, an effective date and publication.

A public meeting to consider the request will be held before the City Council on Tuesday, November 12, 2019 at 6:30 p.m. for final enactment.

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

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

LOCATION:

Northeast of the US 27 & Schofield Road Intersection, East of US 27
(Alternate Keys 1594511, 3853224)

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

LEGAL DESCRIPTION

DESCRIPTION:

Parcel 1: That part of land lying between US Hwy 27 & Bradshaw Rd & N of the following described line: from N 1/4 cor of sec run S 01-24-28 E 706.60 ft, S 86-06-56 E 150.17 ft for POB, cont S 86-06-56 E 228.09 ft to the point of terminus ORB 1569 Pgs 1160 1169 ORB 3788 Pg 48. Parcel ID: 21-23-26-000100000600

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10090610
September 16, 2019 &
October 28, 2019

Parcel 2: N 1/2 of sec lying E'ly of US Hwy 25 & W'ly of Bradshaw Rd r/w & lying S of following described line: from N 1/4 cor run S 01deg 24min 28sec E 706.60 ft, S 86deg 06min 56sec E 150.17 ft for POB, cont S 86deg 06min 56sec E 228.09 ft to the point of terminus ORB 2051 Pg 1403. Parcel ID: 21-23-26-000100000100 Site contains 16.7 +/- acres.

Payment Info	
Ad Price	\$274.04
Tax	\$0.00
Sub Total	\$274.04
Prepaid Amount	\$0.00
Balance Due	\$274.04



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 12, 2019		
Agenda Item Name		
Conditional Use Permit Discussion		
Requested Action		
Staff Report		
Mason's Ridge is a development that was originally approved by City Council in August of 2016 under Resolution No. 2016-30. The development is for 102 multi-family fee-simple townhomes. After obtaining approval from City Council, the developer proceeded to obtain site plan approval to start construction on the site. Shortly after grading the site, installing utilities, and retaining walls the developer became absent from the site. In September 2016 Code Enforcement started receiving complaints in regards to the lack of maintenance of the site. After starting a case the developer cleared the overgrowth obstructing the right-of-way. In November 2018 Code Enforcement again started receiving complaints in regards to the lack of maintenance. Another case was started and was taken to a Special Magistrate hearing in January of 2019. The property was found to be in violation and a fine of \$250 per day after January 31, 2019 was ordered. No action was taken to maintain the property and in May of 2019 a lien was recorded against the property for \$27,500. The property remained in violation until July of 2019 and accrued a total lien amount of \$43,250.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. CUP-Signed CUP-Signed.pdf 2. Location Map 2 Location Map 2.pdf		



CONDITIONAL USE PERMIT

Article IX of the City Zoning Ordinance provides that the Conditional Use Permit shall not become effective for any reason unless and until the following events have occurred:

1. Permittees shall have agreed to each and every condition by properly executing and signing the Conditional Use Permit.
2. Such Conditional Use Permit executed as indicated, along with a copy of the recorded Conditional Use Permit short form, shall have been filed in the office of the City Clerk within ninety (90) days of its approval by City Council. Upon expiration of this period, the permit shall become null and void, and the permittees must apply for rehearing.
3. In the event of failure of the permittee to fulfill development in substantial accordance with the plans as submitted to the Planning and Zoning Commission and the City Council; comply with the codes of the governmental agencies having lawful and appropriate jurisdiction thereon; or meet any of the terms of the Conditional Use Permit, the permit may be revoked after due public hearings before the Planning and Zoning Commission and the City Council.

PERMITTEE: ALP Investments, LLC
13686 Bromley Point Drive
Jacksonville, FL 32225

CONDITIONAL USE PERMIT FOR: To allow a multi-family development with more than 12 units, and up to 12 units per acre.

LOCATION: Vacant property south of Pitt Street, east of Highway 27, and west of Grand Highway

ZONING: C-2 General Commercial

RESOLUTION: No. 2016-30

EXECUTION DATE: This CUP must be signed and returned along with a copy of the recorded Conditional Use Permit short form to the office of the City Clerk, by **November 21, 2016** or this permit shall expire and become null and void.

CONDITIONS:

Section 1 - General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with the conceptual site plan dated June 22, 2016 prepared by BESH Engineering. Formal Construction Plans, incorporating all conditions stated in this Permit shall be submitted for review and approval by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The Conceptual Site Plans submitted with the Conditional Use Permit application are not the approved Construction Plans.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of grant by the City Council or the permit shall become null and void.
5. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
6. This Permit shall become null and void if substantial construction work has not begun within two (2) years of the date that this Conditional Use Permit is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.
7. The structure shall be inspected by the Fire Marshal for life safety requirements. All requirements must be met prior to any Certificate of Occupancy being issued.
8. The structure shall be inspected by the City Building Inspector and all building code violations must be corrected prior to a Certificate of Occupancy being issued.
9. The final Certificate of Occupancy shall not be issued until each of the stated conditions has been met.

10. No business can occupy any portion of a building unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Development Services Department.
11. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.

Section 2- Land Use

1. This Conditional Use Permit (CUP) is for a multi-family residential development with up to 102 units, each in fee simple ownership on 8.5 acres, for a density of 12 dwelling units/acre.
2. The City's Site Review Committee must approve the Site Plan prior to the Construction Plan approval.
3. The applicant/owner must coordinate with the Lake County School District for capacity review and requirements pertaining to schools, and in conformance with City Code, prior to issuance of any building permits.

Section 3 – Site Development

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

Section 4 – Transportation Improvements

1. Sidewalks shall be required along Grand Highway, and Pitt Street and within the development, in accordance with Florida Department of Transportation regulations and City Codes.

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

Section 5 – Utilities and Stormwater

1. The permittee shall be responsible for purchasing, installing, and maintaining fire hydrants within the project. They shall be installed according to City Code.
2. The project shall be plumbed for reuse water with purple piping, until such time as reuse water is available, irrigation water shall be provided for by well.

Section 6 – Landscaping

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

Section 7 - Architectural Design Standards

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

I, the undersigned, do hereby agree to each and every condition of this Conditional Use Permit.

[Signature]
Timothy Green (Applicant)

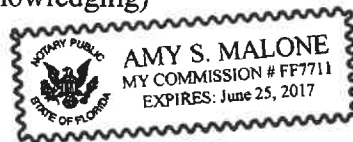
9/20/16
Date

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 20th day of

September, 2016, by Amy S. Malone
(name of person acknowledging)

[Signature]
Signature of Notary Public



Who is personally known to me or who has produced _____ as identification.

[Signature]
ALP Investments, LLC (Owner)

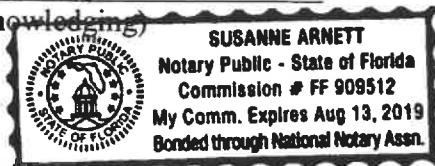
9/24/16
Date

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 26th day of

September, 2016, by Susanne Arnett
(name of person acknowledging)

[Signature]
Signature of Notary Public



Who is personally known to me or who has produced _____ as identification.

Received in the office of the City Clerk on December 12, 2016
Date

[Signature]
City Clerk

RETURN TO:

Rae Chidlow, P&Z
City of Clermont
685 West Montrose St.
Clermont, FL 34711

INSTRUMENT #2016098608
OR BK 4838 PG 705 - 705 (1 PGS)
DATE: 9/21/2016 2:01:31 PM
NEIL KELLY, CLERK OF THE CIRCUIT COURT
LAKE COUNTY
RECORDING FEES \$10.00

SHORT FORM CONDITIONAL USE PERMIT

THIS SHORT FORM CONDITIONAL USE PERMIT evidences that certain Conditional Use Permit adopted and approved by the Clermont City Council by Resolution No. 2016-30 and agreed to and accepted by the undersigned developer/applicant as of August 23, 2016, with regard to the following described real property:

Southwest corner of Pitt Street and Grand Highway; Alternate Key 1070422 & 2702184

and is for the purposes of providing notice to all interested parties, the assigns, successors and heirs of the undersigned developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the above-referenced Conditional Use Permit.

IN WITNESS WHEREOF, the undersigned has duly executed this Short Form Conditional Use Permit as of the day set forth below.

Signed, sealed and delivered in the presence of:


Signed by Applicant

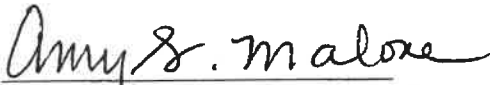
Signed by Applicant

TIMOTHY W. GREEN, PRESIDENT
Printed Name and Title

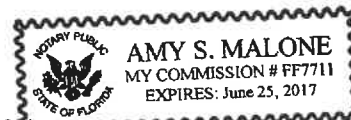
Printed Name and Title

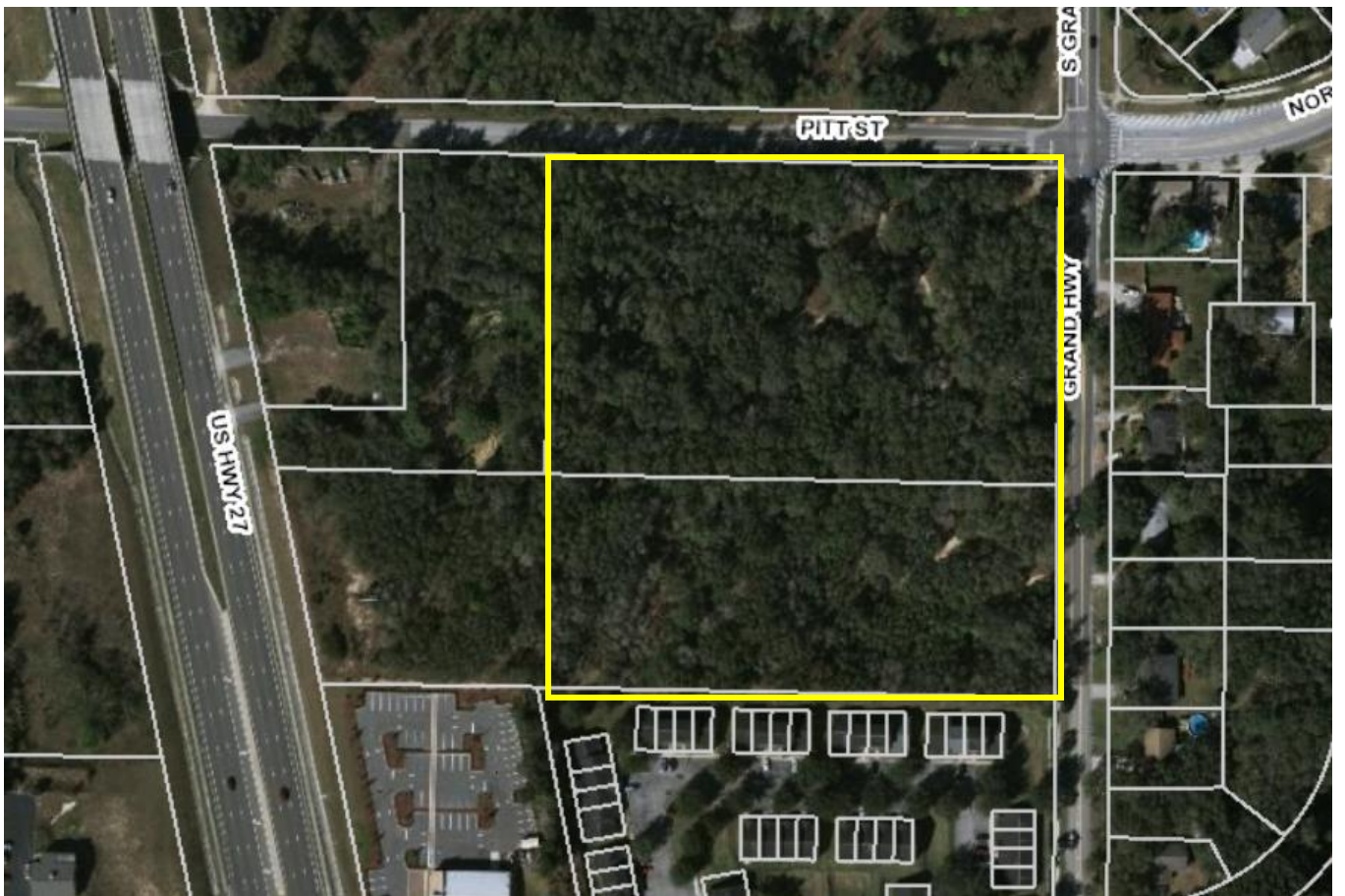
STATE OF FLORIDA:
COUNTY OF Lake:

I HEREBY CERTIFY that on this 20th day of September, 2016, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Timothy W. Green, who is personally known to me or who has produced _____ as identification, and who executed the foregoing instrument, and who did take an oath.


NOTARY PUBLIC

My commission expires





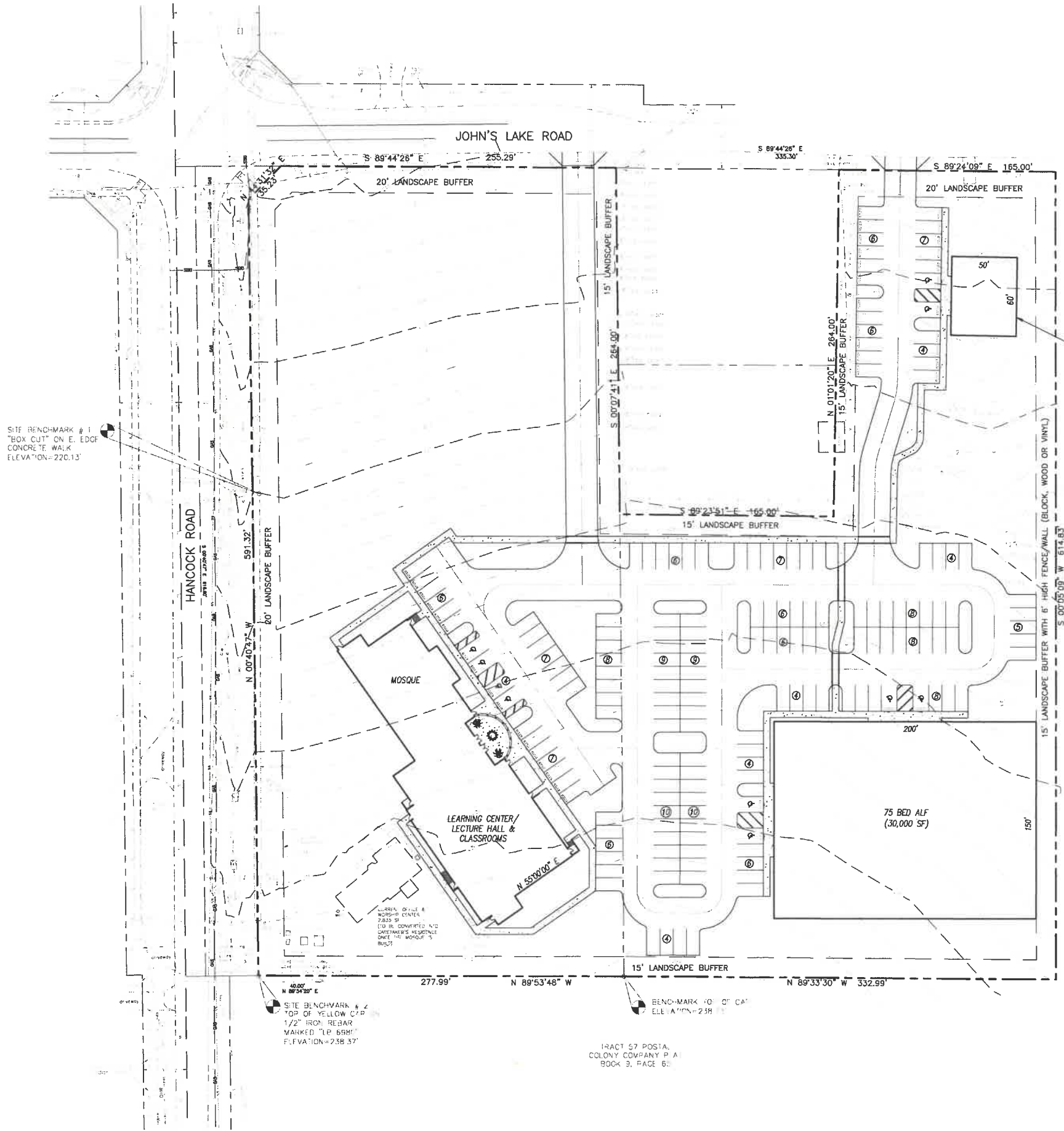


CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 12, 2019		
Agenda Item Name		
Joint Planning Area (JPA) Review		
Requested Action		
Staff Report		
Staff is requesting comments from the Clermont City Council to present to the Lake County planning staff regarding a Joint Planning Area review. The Islamic Center of Clermont is a proposed 7.5+ acre expansion project located in the Clermont JPA and ISBA within Lake County. The project is located at 15020 Johns Lake Road, and is proposing an expansion to include a 30,000 square foot assisted living facility, a 3,000 square foot community services center, and a 12,000 square foot worship facility. Specifics of the request include a 125 bed assisted living facility, a community service center that will host a food bank, free medical clinic, family counselling center, and a worship facility. Staff has concerns about the added traffic load to Hancock Road. In the 2014 Lake County MPO Transportation Management System Annual Report, Hancock Road has a level of service of "F". The development will be heard at the Lake County Board of County Commissioners on November 19th 2019 for a final rezoning hearing to rezone the property to CFD (Community Facility District). Staff is requesting your comments and recommendations for this project. These comments will be forwarded to Lake County Planning and Zoning and the Lake County Board of County Commissioners.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Islamic Center Site Plan-JPA	Islamic Center Site Plan-JPA.pdf	
2. Islamic Center-Location Map JPA	Islamic Center-Location Map JPA.pdf	



SITE DATA:	
TOTAL ACRES:	8.28± ACRES
AK# 1029708	4.48± ACRES
AK# 1734002	3.80± ACRES
FUTURE LAND USE:	
RURAL	
ZONING:	
AK# 1029708:	COMMUNITY FACILITY DISTRICT (CFD)
ORD.#2007-20	AGRICULTURE
AK# 1734002	COMMUNITY FACILITY DISTRICT (CFD) AMENDMENT
PROPOSED ZONING:	
20% MAX.	
ISR:	
20% MAX.	
MAX. BUILDING HEIGHT:	
35' (FINISHED HEIGHT)	45' MAX.
	STEEPLES, DOMES, CHIMNEYS, ETC.)
PARKING:	
REQUIRED (CLERMONT):	MOSQUE: 60'x60' AREA FOR WORSHIP SEATING = 75 SPACES REQUIRED.
	LEARNING CENTER/LECTURE HALL: NO REQUIRED PARKING (ACCESSARY USE)
	75 BED ALF: 1 SPACE PER 4 BEDS = 20
	1 SPACE PER DOCTOR = 1
	1 SPACE PER EMPLOYEE = 10
	31 SPACES
COMMUNITY CENTER: 23 SPACES	
TOTAL SPACES REQUIRED: 129 SPACES	
PROVIDED:	
MOSQUE:	82 SPACES
ALF:	70 SPACES
COMMUNITY CENTER:	23 SPACES
TOTAL:	
10-12'x20' HANDICAP SPACES	
165 10'x20' SPACES	
175 TOTAL SPACES PROVIDED	

Islamic Center of Clermont
(Legal Description)

Property Appraiser's Parcel ID Number: 24-23-25-0900-056-000002

The West 1/4 of Tract 56 in Section 34, Township 22 South, Range 26 East, Postal Colony Company, according to the map or plat thereof, as recorded in Plat Book 9, Page 65, of the Public Records of Lake County, Florida.

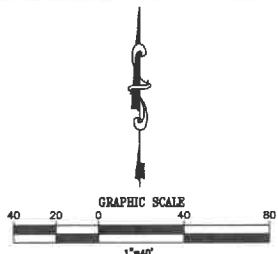
Less a portion of Tract 56, Postal Colony Company, according to the plat thereof, as recorded in Plat Book 9, Page 65, of the Public Records of Lake County, Florida, being more particularly described as follows: As also described in Statutory Warranty Deed recorded in Official Records Book 3327 Page 453.

Begin at the East right of way line of Hancock Road and the South right of way line of John's Lake Road; thence South 00°05' 17" West 616.80 feet along said East right of way line of Hancock Road; thence South 89°54' 36" East 40.00 feet to a line lying 40.00 feet East of, and parallel with, said East right of way line of Hancock Road; thence North 00°05' 17" East 581.32 feet along said line lying 40.00 feet East of, and parallel with, said East right of way line of Hancock Road; thence North 45°17' 36" East 35.23 to said South right of way line of John's Lake Road; thence North 89°30' 10" West 85.00 feet along said South right of way line of John's Lake Road to the Point of Beginning. ORB 4337 Page 2302, Public Record of Lake County, Florida.

And

Property Appraiser's Parcel ID Number: 24-23-25-0900-056-000001

The East 1/4 of Tract 56 in Section 34, Township 22 South, Range 26 East, in Lake County, Florida, according to the plat of Postal Colony Company recorded in Plat Book 9, Page 65, Public Records of Lake County, Florida, less the following described tract: From the Northeast corner of the said Tract 56, run West 165 feet for a point of beginning of this excerpted tract. From said point of beginning, run West to the Northwest corner of the East 1/4 of the said Tract 56; thence run South 264 feet; thence run east 165 feet; thence run North 264 feet to the point of beginning. ORB 4697 Page 600, Public Records of Lake County, Florida.



Wicks Engineering Services, Inc.
225 West Main Street, Tavares, Florida 32778
www.wicksengineering.com (352) 343-8867
C.A. #10662

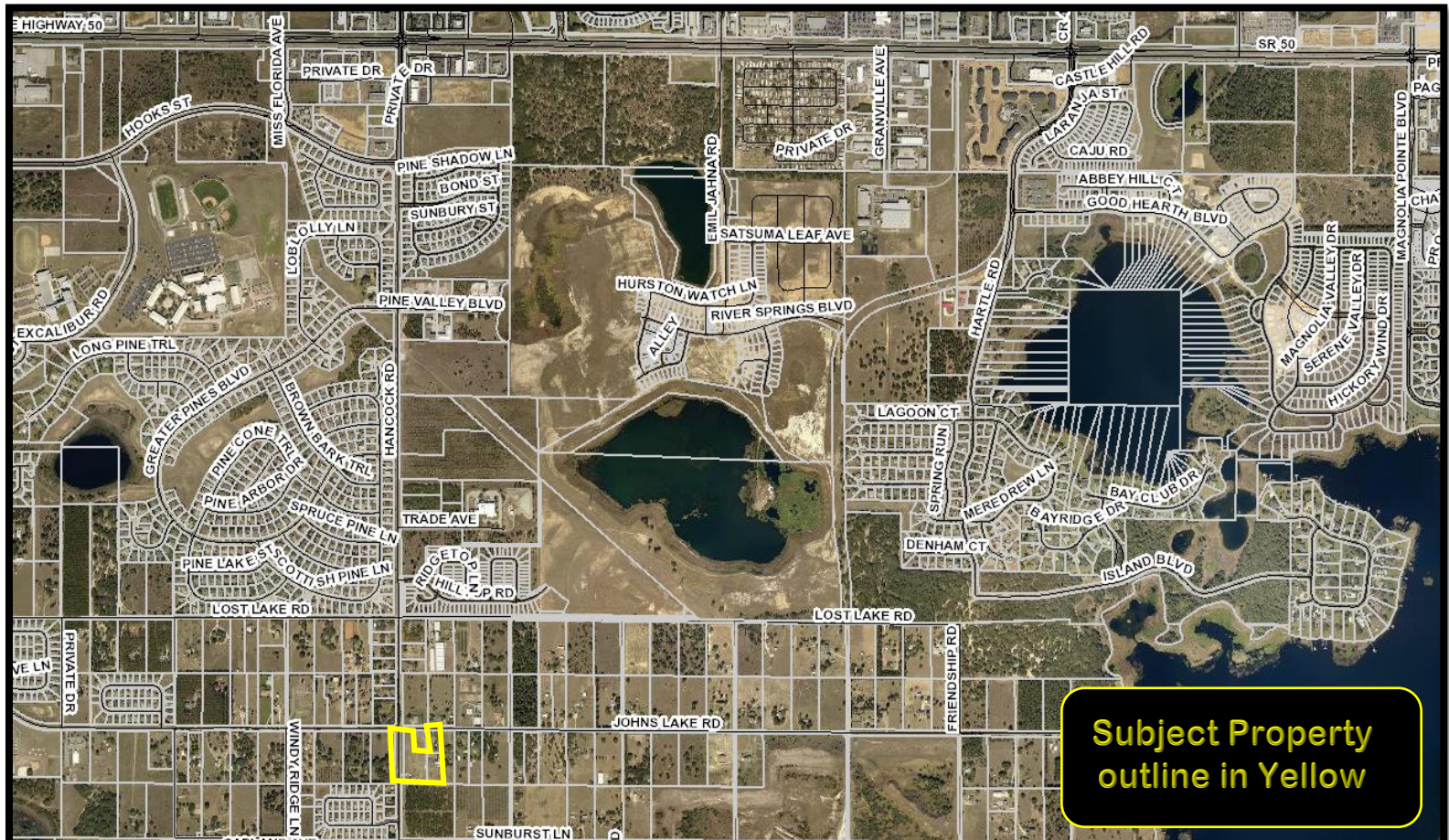
Islamic Center of Clermont, Inc.
15020 Johns Lake Road
Clermont, Florida 34711
Husman Brothers - Director
407-267-8320
husman88@yahoo.com
Amara Laith - President
407-761-7863
anwarlaith@hotmail.com

ISLAMIC CENTER of CLERMONT
CONCEPT PLAN
CLERMONT, FLORIDA 34711

Drawn: WSR
Checked: RH
Date: 10-10-18
Scale: AS SHOWN
File No.: 18148
Sheet: 1 of 1

DATE: _____
REVISION: _____
KENNETH R. WICKS, P.E. FL. REG. NO. 33274
DATE: _____

Islamic Center Location Map





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date

Tuesday, November 12, 2019

Agenda Item Name

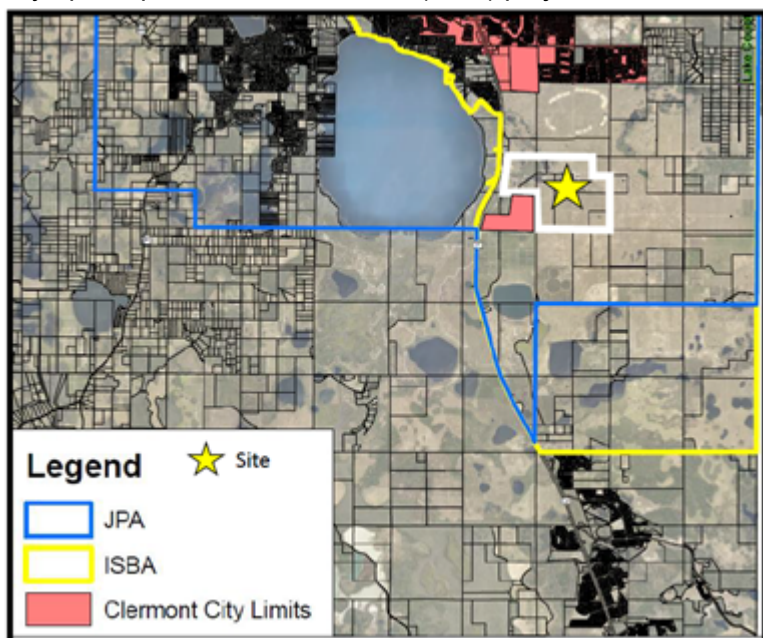
Ordinance No. 2019-06 *Introduction*
South Lake Crossing PUD

Requested Action

Recommend introduction of Ordinance 2019-06.

Staff Report

The owner, South Lake Crossings, is requesting a rezoning to a mixed use planned unit development (PUD) consisting of 1850 residential units, 300,000 square feet of commercial uses, and 500,000 square feet of office uses on 743 +/- acres in the Wellness Way area. The owner has applied for annexation and a large-scale comprehensive plan amendment change to Master Planned Development in the City of Clermont. The property is adjacent to the Olympus Sports & Entertainment (OSE) project.



The residential developer, Lennar, is planning on 1850 dwelling units, consisting of duplexes, townhomes, and detached single-family homes. The Master Plan, Exhibit 2, shows the location of housing types, major roadways, and commercial and office uses. All of the residential development is arranged to be east of the Hancock Road extension. As indicated on the Master Plan, the total developable residential area is 469.21 acres, the employment district for office and commercial use is 101.88 acres, and the neighborhood centers are 18.80 acres. This doesn't include the additional preserved wetland buffers of 96.95 acres, wetland buffers of 12.30 acres, and 44.03 acres for right-of-way dedication. The lot widths range from 18 feet wide for the attached townhomes up to 70 feet wide for the detached single-family homes. On Exhibit 1, sheet C-8 of the Land Use Plan, a table has been provided to indicate the range of residential development standards for the development. The table is typical of the larger residential PUD's, such as WaterBrooke and Highland Ranch, to allow a variety of housing types. Included in the

ordinance under Exhibit 3 are sample architectural elevations. Staff is concerned over the 18 feet wide front loaded (garage on front) townhome product and is not supportive of this type of product.

Two Neighborhood Centers are being planned adjacent to the residential uses that consist of primarily C-1 Light Commercial uses that complement the residential uses. The northern Neighborhood Center may include one grocery store up to 60,000 square feet with a maximum aggregate of 100,000 square feet for the total shopping center. The southern Neighborhood Center may have up to a maximum of 40,000 square feet with any building over 16,000 square feet requiring a Condition Use Permit. This square footage will count in the overall 300,000 square feet of commercial uses for the project.

The remaining non-residential portion of the project, commercial and office uses will primarily be located on the western portion of the site between Hancock Road extension and US Hwy 27. Included in this area is a 15-acre charter school site and 1 ½-acre civic use site. The vision of this area is to develop jobs through office uses while providing supporting commercial uses. The requested office use is 500,000 square feet with 300,000 square feet of commercial use. The owner has included a land use conversion matrix that permits exchanging different types of land use based on traffic equivalents. The land use consists of single family, townhomes, retail, employment and multi-family. A land use may not be converted more than 50% with a limit of 350 dwelling units converted in the employment district. Staff has prohibited any conversions for multi-family in the Neighborhood Centers.

City staff, Lake County staff, the applicant, and their representatives have worked through the proposed project and waivers. Upon discussion and review, staff is able to support a majority of the requested waivers. These staff-supported waivers are the following:

1. Allow private streets within the subdivision with gated entry/exits, as indicated on Exhibit 2,.
2. Allow cut/fill exceeding 10 feet on a maximum of up to 10% of the site as indicated on sheet C-7, Exhibit 1.
3. Allow construction of 20-foot wide, one-way alleys with 12 feet of pavement as long as 20 feet of unobstructed emergency access is maintained, as indicated on sheet C-9, Exhibit 1.
4. Allow individual phases of the PUD to exceed the overall density of the PUD and to allow individual phases of the PUD to be developed without providing common open space in proportion to that contained within the entire PUD.
5. Allow street trees within the frontage of a residential lot to count toward the minimum number of required trees on the lot and to allow such trees to be less than 6 feet from curbs and sidewalks as long as a minimum of 5 feet of clearance is provided between the tree and any public potable water, wastewater or reclaimed water main.
6. Allow private dead-end streets of less than one hundred fifty (150) feet in length to terminate without a cul-de-sac.
7. Interior landscape buffers between abutting property boundaries may have a shared ten (10) foot wide landscape buffer with a five (5) foot wide buffer on each lot to achieve a minimum ten (10) foot wide buffer.

Three additional requested waivers are not supported by staff. They include: (1) allow a minimum right-of-way width of fifty (50) feet for local streets instead of sixty (60) feet, (2) to allow off-site signage and (3) to allow signage design, height, and width exceeding code. Staff, specifically the utility department, has determined that the reduction of 10 feet in the right-of-way has posed challenges for utility maintenance. Staff also understands the desire to have signage and wayfinding on a project of this magnitude but the specific details of the signage has not been provided. This can be further worked out and presented to City Council through a Master Sign package at a later date.

The developer has incorporated many development standards into the project. These include open space in the form of usable parks, playgrounds, tot lots, community gardens, and pedestrian trails around stormwater ponds. In addition, a 10-acre amenity center is being set aside for the residential component. As for roadway impacts, the developer will enter into a Transportation Impact Fee Credit agreement with Lake County and the City of Clermont. This agreement shall require the developer to fund improvements for ConservII right-of-way, design and permitting of roadways and/or construction of roadways for Transportation impact fee credits. Prior to final plat or site plan approval for residential uses, school concurrency shall be met.

Staff believes the proposal meets the standards in regards to Section 122-315, Review Criteria for a PUD. The applicant is requesting several waivers, however; a majority of the waivers have been requested before in other PUD developments. Therefore, staff recommends approval of Ordinance 2019-06 for a Planned Unit Development to be developed in substantial accordance with the Wellness Way PUD Master Plan, Exhibit 2, prepared by VHB with a date of October 18, 2019.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	2019-06 South Lake Crossing REZ PZ Formatted	2019-06 South Lake Crossing REZ PZ Formatted.doc
2.	South Lake Crossings Map	South Lake Crossings Map.pdf
3.	JPA ISBA Project Location Outline Annexation Map SL Crossing	JPA ISBA Project Location Outline Annexation Map SL Crossing.pdf
4.	Exhibit 1 - Wellness Way PUD 2019-10-18	Exhibit 1 - Wellness Way PUD 2019-10-18.pdf
5.	Exhibit 2 - Master Plan 300sc 24x36_REV 101819	Exhibit 2 - Master Plan 300sc 24x36_REV 101819.pdf
6.	Exhibit 4 - Proportionate Share	Exhibit 4 - Proportionate Share.pdf
7.	Wellness Way PUD Rezoning App 04092019	Wellness Way PUD Rezoning App 04092019.pdf
8.	SL Crossing Legal Ad	SL Crossing Legal Ad.pdf



CITY OF CLERMONT
ORDINANCE NO. 2019-06

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

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

SECTION 1.

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

LEGAL DESCRIPTION

Parcel 1:

Parcel A

All those portions of sections 21, 22 and 23, township 23 south, range 26 east, Lake County, Florida, described as follows:

Commence at a 1-1/4" iron pipe found at the northwest corner of the northeast ¼ of the aforesaid section 21, said northwest corner according to certified corner record #48105; thence N89°16'46"E, 2653.20 feet along the north line of said northeast ¼ to a 2" iron pipe found at the northeast corner of said northeast ¼ of said section 21, said northeast corner according to certified corner record #48106; thence S88°49'23"E along the north line of the northwest ¼ of the aforesaid section 22, 670.44 feet to the point of beginning; thence continue S88°49'23"E along said north line, 1976.14 feet; thence S88°49'23"E along the north line of the northwest ¼ of the northeast ¼ of said section 22, 1323.29 feet; thence S00°20'55"W along the west line of the northeast ¼ of said northeast ¼ of said section 22, 1314.56 feet; thence S89°00'54"E along the south line of said northeast ¼ of the northeast ¼ of said section 22, 1290.91 feet to the west right-of-way line of Five Mile Road (a 66' wide right-of-way as recorded in Official Records Book 357, page 21, of the Public Records of Lake County, Florida); thence S00°19'09"W along said west right-of-way line, distant 33.00 feet westerly, by perpendicular measure, from the east line of said northeast ¼ of section 22, 1310.25 feet to a point in the north line of the southeast ¼ of said section 22, distant 33.00 feet on a bearing of N89°12'24"W, from a 5/8" iron rod and cap #PLS4779 found at the east ¼ corner of said section 22, said east ¼ corner according to certified corner record #084030; thence S00°27'16"W along said west right-of-way line, distant 33.00 feet westerly, by perpendicular measure, from the east line of the southeast ¼ of said section 22, 2681.30 feet to a point in the north line of the northeast ¼ of section 27, township 23 south, range 26 east, said point being distant 33.00 feet on a bearing of N89°12'03"W from a 4"x4" concrete monument #RLSL993 found at the northeast corner of said northeast ¼ of section 27, thence N89°12'03"W along said north line, 2612.50 feet to a 4"x4" concrete monument found at



CITY OF CLERMONT
ORDINANCE NO. 2019-06

the northeast corner of the northwest $\frac{1}{4}$ of said section 27; thence N89°32'30"W along the north line of said northwest $\frac{1}{4}$, 2614.54 feet to a 4"x4" concrete monument found in the east right-of-way line of Shell Pond Road, and being distant 33.00 feet on a bearing of S89°32'30"E from a 4"x4" concrete monument found at the northwest corner of said northwest $\frac{1}{4}$ of section 27; thence N00°23'38"E along said east right-of-way line, distant 33.00 feet easterly, by perpendicular measure, from the west line of the southwest $\frac{1}{4}$ of the aforesaid section 22, 2696.34 feet; thence N89°12'24"W, 33.00 feet to a 1-1/2" iron pipe found at the northwest corner of said southwest of said section 22, said northwest corner according to certified corner record #48107; thence S89°36'30"W along the east-west center section line of the aforesaid section 21, 1287.60 feet; thence, departing said east-west center section line, N00°00'00"E, 456.14 feet; thence N55°49'12"E, 1567.27 feet to an iron rod with cap #LB68 set at the northwest corner of the southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of the aforesaid section 22; thence S89°00'54"E along the north line of said southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$, 679.40 feet; thence, departing said north line, N00°00'00"W, 1325.72 feet to the point of beginning.

Less and except therefrom: those parcels described in Official Records Book 849, page 2162; Parcel 122 (fee simple); the northerly 50.00 feet of the southerly 80.00 feet of the easterly 35.00 feet of the westerly 2832.00 feet of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Parcel 123 (fee simple): the northerly 50.00 feet of the southerly 80.00 feet of the easterly 35.00 feet of the westerly 118.00 feet of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Parcel 124 (fee simple): the northerly 20.00 feet of the southerly 50.00 feet of the easterly 30.00 feet of the westerly 83.00 feet of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Also less from said section 22, that parcel described in Official Records Book 845, page 567;

Parcel 129 (fee simple): the westerly 35.00 feet of the easterly 523.26 feet of the northerly 50.00 feet of the southerly 80.00 feet of the southeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Also less from said section 22, that parcel described in Official Records Book 851, page 1455:

Parcel 130 (fee simple): the northerly 50.00 feet of the southerly 900.00 feet of the westerly 35.00 feet of the easterly 93.00 feet of the southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

and:

Parcel B

That part of sections 21 and 22, township 23 south, range 26 east, Lake County, Florida described as follows:

Commence at a 1-1/4" iron pipe found at the northwest corner of the northeast $\frac{1}{4}$ of the aforesaid section 21, said northwest corner according to certified corner record #48105; thence n89°16'46"e along the north line of said northeast $\frac{1}{4}$, 518.50 feet to the east right-of-way line of Bradshaw Road as maintained by Lake County, said east right-of-way line as filed surveyed by



CITY OF CLERMONT
ORDINANCE NO. 2019-06

Donald W. McIntosh associates, inc. and shown on a "specific purpose survey" prepared by Donald W. McIntosh associates, inc., drawing number cs#02-203, survey date 02/27/02, and to the point of beginning; thence, departing said north line of said northeast $\frac{1}{4}$, run the following fourteen (14) courses and distances along said east right-of-way line: s09°07'38"w, 226.88 feet; s08°14'05"w, 483.61 feet; s08°51'03"w, 111.11 feet; s08°15'58"w, 235.08 feet; s07°40'42"w, 73.87 feet; s08°15'45"w, 120.18 feet; s08°15'35"w, 293.65 feet; s07°52'00"w, 391.90 feet; s08°15'41"w, 126.07 feet; s09°13'52"w, 181.39 feet; s09°21'18"w, 192.16 feet; s08°48'22" w, 191.95 feet; s10°07'14"w, 16.87 feet to the point of curvature of a curve concave easterly having a radius of 36.00 feet and a chord bearing of s15°39'01"e; thence southerly along the arc of said curve through a central angle of 51°32'31" for a distance of 32.38 feet to a non-tangent line being the east-west center of section line of aforesaid section 21; thence, departing said east right-of-way line, n89°36'30"e along said east-west center of section line 1210.47 feet; thence, departing said east-west center of section line, n00°00'00"e, 456.14 feet; thence n55°49'12"e, 1567.27 feet to the northwest corner of the southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of the aforesaid section 22; thence s89°00'54"e along the north line of said southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$, 679.40 feet; thence, departing said north line, n00°00'00" w, 1325.72 feet to the north line of the northwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said section 22; thence n88°49'23"w along said north line, 670.44 feet to a 2" iron pipe found at the northeast corner of the northeast $\frac{1}{4}$ of the aforesaid section 21, said northeast corner according to certified corner record #48106; thence s89°16'46"w along the north line of said northeast $\frac{1}{4}$, 2134.70 feet to the point of beginning.

Less and except

North Parcel (Cut Out Parcel)

That part of sections 21 and 22, township 23 south, range 26 east, Lake County, Florida described as follows:

Commence at a 1-1/4 " iron pipe found at the northwest corner of the northeast $\frac{1}{4}$ of the aforesaid section 21, said northwest corner according to certified corner record #48105; thence n89°16'46"e along the north line of said northeast $\frac{1}{4}$, 518.50 feet to the east right- of-way line of Bradshaw Road as maintained by Lake County, said east right-of-way line as filed surveyed by Donald W. McIntosh associates, inc. and shown on a "specific purpose survey" prepared by Donald W. McIntosh associates, inc., drawing number cs#02-203, survey date 02/27/02, and to the point of beginning; thence, departing said north line of said northeast $\frac{1}{4}$, run the following fourteen (14) courses and distances along said east right-of-way line: s09°07'38"w, 226.88 feet; s08°14'05"w, 483.61 feet; s08°51'03"w, 111.11 feet; s08°15'58"w, 235.08 feet; s07°40'42"w, 73.87 feet; s08°15'45"w, 120.18 feet; s08°15'35"w, 293.65 feet; s07°52'00"w, 391.90 feet; s08°15'41"w, 126.07 feet; s09°13' 52"w, 181.39 feet; s09°21'18" w, 192.16 feet; s08°48'22" w, 191.95 feet; s10°07'14"w, 16.87 feet to the point of curvature of a curve concave easterly having a radius of 36.00 feet and a chord bearing of si5°39'01"e; thence southerly along the arc of said curve through a central angle of 51°32'31" for a distance of 32.38 feet to a non-tangent line being the east-west center of section line of aforesaid section 21; thence, departing said east right-of-way line, n89°36'30"e along said east-west center of section line 2498.07 feet to the northwest corner of the southwest $\frac{1}{4}$ of aforesaid section 22; thence, departing said east-west center of section line, n00°23'17"e along the west line of the southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said section 22, 1327.85 feet to the northwest corner of said southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of section 22; thence departing said west line run s89°00'54"e along the north line of said southwest



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¼ of the northwest ¼, 679.40 feet; thence, departing said north line, n00°00'00"w, 1325.72 feet to the north line of the northwest ¼ of the northwest ¼ of said section 22; thence n88°49'23"w along said north line, 670.44 feet to a 2" iron pipe found at the northeast corner of the northeast ¼ of the aforesaid section 21, said northeast corner according to certified corner record #48106; thence s89°16'46"w along the north line of said northeast ¼, 2134.70 feet to the point of beginning.

Being more particularly described as:

All those portions of sections 21, 22 and 23, township 23 south, range 26 east, Lake County, Florida, described as follows;

Commence at a 1-1/4" iron pipe found at the northwest corner of the northeast ¼ of the aforesaid section 21, said northwest corner according to certified corner record #48105; thence n89°16'46"e, 2653.20 feet along the north line of said northeast ¼ to a 2" iron pipe found at the northeast corner of said northeast ¼ of said section 21, said northeast corner according to certified corner record #48106; thence s88°49'23"e along the north line of the northwest ¼ of the aforesaid section 22, 670.44 feet to the point of beginning; thence continue s88°49'23"e along said north line, 1976.14 feet; thence s88°49'23"e along the north line of the northwest ¼ of the northeast ¼ of said section 22, 1323.29 feet; thence s00°20'55"w along the west line of the northeast ¼ of said northeast ¼ of said section 22, 1314.56 feet; thence s89°00'54"e along the south line of said northeast ¼ of the northeast ¼ of said section 22, 1290.91 feet to the west right-of-way line of Five Mile Road (a 66' wide right-of-way as recorded in Official Records Book 357, page 21, of the Public Records of Lake County, Florida); thence s00°19'09"w along said west right-of-way line, distant 33.00 feet westerly, by perpendicular measure, from the east line of said northeast ¼ of section 22, 1310.25 feet to a point in the north line of the southeast ¼ of said section 22, distant 33.00 feet on a bearing of n89°12'24"w, from a 5/8" iron rod and cap #pls4779 found at the east ¼ corner of said section 22, said east ¼ corner according to certified corner record #084030; thence s00°27'16"w along said west right-of-way line, distant 33.00 feet westerly, by perpendicular measure, from the east line of the southeast ¼ of said section 22, 2681.30 feet to a point in the north line of the northeast ¼ of section 27, township 23 south, range 26 east, said point being distant 33.00 feet on a bearing of n89°12'03"w from a 4"x4" concrete monument #rlsl993 found at the northeast corner of said northeast ¼ of section 27, thence n89°12'03"w along said north line, 2612.50 feet to a 4"x4" concrete monument found at the northeast corner of the northwest ¼ of said section 27; thence n89°32'30"w along the north line of said northwest ¼, 2614.54 feet to a 4"x4" concrete monument found in the east right-of-way line of Shell Pond Road, and being distant 33.00 feet on a bearing of s89°32'30"e from a 4"x4" concrete monument found at the northwest corner of said northwest ¼ of section 27; thence n00°23'38"e along said east right-of-way line, distant 33.00 feet easterly, by perpendicular measure, from the west line of the southwest ¼ of the aforesaid section 22, 2696.34 feet; thence n89°12'24"w, 33.00 feet to a 1-1/2" iron pipe found at the northwest corner of said southwest of said section 22, said northwest corner according to certified corner record #48107; thence n00°23'17"e along the west line of the southwest ¼ of the northwest ¼ of the aforesaid section 22, 1327.85 feet to an iron rod with cap #lb68 set at the northwest corner of said southwest ¼ of the northwest ¼ of section 22; thence s89°00'54"e along the north line of said southwest ¼ of the northwest ¼, 679.40 feet; thence, departing said north line, n00°00'00"w, 1325.72 feet to the point of beginning.



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Less and except therefrom;
Those parcels described in Official Records Book 849, page 2162;

Parcel 122 (fee simple):

The northerly 50.00 feet of the southerly 80.00 feet of the easterly 35.00 feet of the westerly 2832.00 feet of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Parcel 123 (fee simple):

The northerly 50.00 feet of the southerly 80.00 feet of the easterly 35.00 feet of the westerly 118.00 feet of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Parcel 124 (fee simple):

The northerly 20.00 feet of the southerly 50.00 feet of the easterly 30.00 feet of the westerly 83.00 feet of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.
Also less from said section 22, that parcel described in Official Records Book 845, page 567:

Parcel 129 (fee simple):

The westerly 35.00 feet of the easterly 523.26 feet of the northerly 50.00 feet of the southerly 80.00 feet of the southeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Also less from said section 22, that Parcel described in Official Records Book 851, page 1455:

Parcel 130 (fee simple):

The northerly 50.00 feet of the southerly 900.00 feet of the westerly 35.00 feet of the easterly 93.00 feet of the southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Together with the beneficial easements contained in that certain declaration of easement and agreement regarding road and utility improvements dated May 25, 2006 and which is recorded on June 2, 2006 in Official Records Book 3175, page 997, all in the Public Records of Lake County, Florida.

Parcel 2:

The land referred to herein below is situated in the County of Lake, state of Florida, and is described as follows:

That part of sections 21 and 22, township 23 south, range 26 east, Lake County, Florida described as follows:

Commence at a 1-1/4" iron pipe found at the northwest corner of the northeast $\frac{1}{4}$ of the aforesaid section 21, said northwest corner according to certified corner record #48105; thence n89°16'46"e along the north line of said northeast 518.50 feet to the east right-of-way line of Bradshaw Road as maintained by Lake County, said east right-of-way line as filed surveyed by Donald W. McIntosh associates, inc. and shown on a "specific purpose survey" prepared by



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Donald W. McIntosh associates, inc., drawing number cs#02-203, survey date 02/27/02, and to the point of beginning; thence, departing said north line of said northeast $\frac{1}{4}$, run the following fourteen (14) courses and distances along said east right-of-way line; s09°07'38"w, 226.88 feet; s08°14'05"w, 483.61 feet; s08°51'03" w, 111.11 feet; s08°15'58"w, 235.08 feet; s07°40'42"w, 73.87 feet; s08°15'45"w, 120.18 feet; s08°15'35"w, 293.65 feet; s07°52'00"w, 391.90 feet; s08°15'41"w, 126.07 feet; s09°13'52"w, 181.39 feet; s09°21'18"w, 192.16 feet; s08°48'22"w, 191.95 feet; s10°07'14"w, 16.87 feet to the point of curvature of a curve concave easterly having a radius of 36.00 feet and a chord bearing of s15°39'01"e; thence southerly along the arc of said curve through a central angle of 51°32'31" for a distance of 32.38 feet to a non-tangent line being the east-west center of section line of aforesaid section 21; thence, departing said east right-of-way line, n89°36'30"e along said east-west center of section line 2498.07 feet to the northwest corner of the southwest $\frac{1}{4}$ of aforesaid section 22; thence, departing said east-west center of section line, n00°23'17"e along the west line of the southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said section 22, 1327.85 feet to the northwest corner of said southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of section 22; thence departing said west line run s89°00'54"e along the north line of said southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$, 679.40 feet; thence, departing said north line, n00°00'00" w, 1325.72 feet to the north line of the northwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said section 22; thence n88°49'23"w along said north line, 670.44 feet to a 2" iron pipe found at the northeast corner of the northeast $\frac{1}{4}$ of the aforesaid section 21, said northeast corner according to certified corner record #48106; thence s89°16'46"w along the north line of said northeast $\frac{1}{4}$, 2134.70 feet to the point of beginning.

Together with the beneficial easements contained in that certain declaration of easement and agreement regarding road and utility improvements dated May 25, 2006 and which is recorded on June 2, 2006 in Official Records Book 3175, page 997, and that certain declaration of easement and agreement regarding Road and utility improvements dated May 25, 2006 and which is recorded on June 2, 2006 in Official Records Book 3175, page 1023, all in the Public Records of Lake County, Florida.

Contains 743.00 acres more or less.

LOCATION

East of US 27, West of Five Mile Road, North of Schofield Road, and South of Hartwood Marsh Road, Wellness Way (South Lake Crossings) Planned Unit Development
(Alternate Keys 3777484, 1412315, 3853225, 1594529, 3777485, 1028477, and 3853226)

From: Urban Transition (UT)
To: Planned Unit Development (PUD)

SECTION 2.

All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed. To the extent that any term, condition, part or entitlement contained herein conflicts with any existing, ordinance, land development code provision or regulation of the City of Clermont, this Ordinance shall control.



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



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SECTION 3.

The exhibits below are contained in this Planned Unit Development (PUD) Ordinance and shall be referenced throughout the document and the life of the Planned Unit Development.

- Exhibit 1: Wellness Way Planned Unit Development Land Use Plan
- Exhibit 2: Wellness Way Planned Unit Development Master Plan
- Exhibit 3: Wellness Way Planned Unit Development Architectural Elevations
- Exhibit 4: Wellness Way Planned Unit Development Transportation Impact Study/Proportionate Share

SECTION 4. General Conditions

The Planned Unit Development approved herein shall allow for residential, commercial, office, institutional, open space and civic uses on the Property subject to the following conditions:

1. This Ordinance shall be recorded in the Public Records of Lake County at the expense of the applicant and the conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with the Wellness Way Planned Unit Development Master Plan, prepared by VHB, dated October 18, 2019 and incorporated herein and made a part hereof as Exhibit 2. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. An environmental assessment addressing habitat and species shall be submitted to the City during the construction plans approval stage of each phase of the project. Applicable permits for any gopher tortoises and associated burrow commensal species or other threatened or endangered species found on the property must be received from the appropriate regulatory agencies prior to the initiation of development activity.
5. Fiber optic conduit and pull boxes may be required to be installed by the developer in the utility easements to extend the City's fiber optic network. The City will reimburse the developer at 100 percent for all costs including design, permitting, materials and construction of the fiber optic conduit and pull boxes. At the time of site plan review, the City's Information Technology Director or authorized designee will make this determination.



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6. Easements shall be provided to the City at no expense to the City authorizing the City's unrestricted access to any existing and proposed utilities that the City will own and maintain.
7. The current use of the property is agriculture and may continue this use until clearing or grading for development occurs.
8. School concurrency shall be met before any final site plan approval that contains residential uses that will generate school age children in accordance with the Comprehensive Plan and Land Development Code. Wellness Way Planned Unit Development may plat the residential tracts in accordance with the Land Use Plan (Exhibit 1) in order to maintain its concurrency reservation certificate #LCS 2019-17 issued by Lake County School Board on July 17, 2019. Said Concurrency Reservation Certificate and Cover Letter stipulate a one (1) year period to enter into a Developer Agreement or Planned Unit Development adoption by ordinance with the City of Clermont. Furthermore, the same School Board Certificate and Cover Letter stipulate two (2) six month extensions to secure plat approval.
9. Any applicant for development of any portion of the Property may submit an application for multiple approvals as may be required under the City Code and request that such multiple applications be processed concurrently; however, such concurrent processing shall meet all applicable procedural and advertising requirements and shall proceed at the applicant's own risk, and shall have no implication in regard to the approval of any of the various approvals requested.

SECTION 5. Land Uses and Specific Conditions

1. Residential:
 - a. A total of 1,850 residential dwelling units, comprised of single-family dwelling units, duplexes, and townhouses. The Wellness Way Planned Unit Development gross development density and intensity will not exceed the Comprehensive Plan maximum residential density of 12 dwelling units/acre and 0.25 FAR. The applicant shall provide a table with the current and proposed total cumulative number of residential units, Floor Area Ratio, and Impervious Surface Ratio (ISR) for each phase of development or each site plan review. The Wellness Way Planned Unit Development Land Use Plan adopted by this Ordinance as Exhibit 1 shall govern the land uses and location within the project.
 - b. Phasing of Development: The project may be developed in multiple phases. Each phase of development shall have sufficient infrastructure to stand alone.
 - c. Any front loaded residential product on lots less than 40 feet in width shall incorporate hardscape features such as 3-foot masonry walls and/or decorative courtyard features along the front property line and side property lines. These features will be designed to soften the exterior of the buildings and complement the architectural styles while defining lot lines.
 - d. Residential Development Standards: Development standards for the development of residential dwelling units, shall be based on the size of the lot, as indicated in the table below:



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Design Item	Townhomes	Single Family Detached	
	(feet)	Rear Load (feet)	Front Load (feet)
Minimum Lot Width	18	32 – 40	40 - 70
Minimum Living Area	1,000 sf	1,200 sf	1,500 sf
Minimum Lot Depth	110	110	120
Minimum Front Building Setback (front load/rear load)	20 / 15	15	20
Minimum Front Porch Setback	10	10	10
Minimum Garage Setback (front/rear) (measured from edge of pavement)	20/20	20/20	20/20
Minimum Side Yard Setback	0 / 5 (end units)	5	5
Setback From Side Street	15	15	15
Minimum Rear Yard Setback	20	20	20
Minimum Rear Yard Setback for Pools, Patios, Decks or Ancillary Structures	5	5	5
Rear Setback from Edge of Alley Pavement ¹	20	20	N/A
Minimum Building Separation	10	10	10
Maximum Impervious Surface Ratio (ISR) ²	0.85	0.75	0.75
Maximum Building Height ³	40	40	40
Setback from Normal High Water Line, Mean High Water Line, or Jurisdictional Wetland Line	25	25	25
Minimum Front Yard Utility Easement	10	10	10
Minimum Side and Rear Yard Drainage and Utility Easement	5	5	5

¹Detached garages shall be setback a minimum of 3 feet.

²The maximum allowable ISR for the overall Planned Unit Development shall be 0.60. Individual lot ISR may exceed 0.60 as shown in the table above as long as overall maximum is not exceeded.

³ The maximum height for recreational amenity buildings shall be 55 feet.

2. Employment District/Neighborhood Commercial:



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- a. The maximum square footage of all Employment District tracts and Neighborhood Center Tracts shall not exceed 800,000 square feet – 500,000 square feet of employment use and 300,000 square feet of C-2 General Commercial uses. Any increase over 300,000 square feet of C-2 General Commercial Uses will require an amendment to the Planned Unit Development.
- b. Density/Intensity: Residential Density 12 dwelling units/acre per parcel
 Employment Intensity 0.25 Floor Area Ratio per parcel
- c. Phasing of Development: The project may be developed in multiple phases. Each phase of development shall have sufficient infrastructure to stand alone.
- d. Employment District:
- i. Employment Districts are primarily designated for employment hubs with uses such as professional offices and institutional uses. Ancillary uses are permitted under the C-2 General Commercial use. Any development that is conditional under the C-2 General Commercial use shall require a Conditional Use Permit, unless prohibited below.
 - ii. Prohibited uses are as follows,
 - Automobile and truck services, carwashes, and automobile, truck, boat and farm equipment sales.
 - Major equipment sales, manufactured housing sales, travel trailer and recreational vehicle sales.
- e. Neighborhood Center:
- i. A Neighborhood Center shall have a maximum of 140,000 square feet. Neighborhood Centers are primarily designated for C-1 Light Commercial uses that complement the adjacent residential uses. The uses permitted are the C-1 Light Commercial uses. The uses may include one grocery store up to 60,000 square feet, not to exceed a total maximum aggregate of 100,000 square feet in the shopping center on the northern Neighborhood Center. The southern Neighborhood Center may have up to 40,000 square feet, with any building over 16,000 square feet requiring a Conditional Use Permit. Any remaining square footage not developed in the Neighborhood Centers under the 140,000 square feet may be used in the Employment District.
- f. Employment District Development Standards: Development within the Employment District parcels shall comply with the C-2 General Commercial District development standards listed in Division 11 of the City of Clermont Land Development Code.
- g. Neighborhood Commercial District Development Standards: Development within the Neighborhood Commercial District shall comply with the standards listed below,

	Commercial	Employment
Building Height	35 feet/2-	35 feet/2-stories



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	stories	
Max Impervious	75%	75%
Max Lot Coverage	75%	75%
Building Separation	N/A	N/A

- h. Land Use Conversion Matrix: Land uses within the Employment District and Neighborhood Commercial District shall be converted per the rates listed below. Residential development in the Employment District is limited to 350 dwelling units. No multi-family may be converted and developed in the Neighborhood Commercial Districts.

	1,000 SF Commercial	1,000 SF Employment	1 Dwelling Unit Townhome	1 Dwelling Unit Apartment
Commercial		3.86	32.14	40.91
Employment	0.06		1.79	2.27
Townhomes	0.03	0.56		1.27
Apartment	0.05	0.44	0.79	

Maximum conversion shall be 50% of the land use total.

- i. Parking Standards: Parking shall be provided per Section 98-14 of the City of Clermont Land Development Code.
- j. Yard Setbacks: The following yard setbacks shall apply to the Employment District and Neighborhood Commercial District,
- (1) Front yard. Property adjacent to U.S. Highway 27 shall maintain a 50-foot setback. The setback on all other streets shall be 25 feet.
 - (2) Side yard. The minimum side yard setback shall be 12 feet. On corner lots, a side yard setback of 50 feet shall be maintained on U.S. Highway 27 and a side yard setback of 25 feet shall be maintained from all other streets and 12 feet on the interior side yard. However, a side setback of 25 feet shall be maintained on the side adjacent to property that is either zoned or used as residential.
 - (3) Rear yard. The minimum rear yard setback shall be 25 feet except where a rear yard abuts U.S. Highway 27, a setback of 50 feet shall be maintained. No construction encroachment may occur in any designated 100-year floodplain except in accordance with policies of the adopted comprehensive plan and after formal approval of a site development plan by the administrative official.
 - (4) Buffer strip. When a conditional or commercial use abuts a residential use, the conditional or commercial use shall provide a landscaped buffer strip along the abutting property line unless the residential use is within the Employment District boundaries.



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- (5) Other setbacks. All yard setbacks for principal buildings shall be a minimum of 25 feet from established high-water marks. No construction encroachment may occur in any designated 100-year floodplain except in accordance with policies of the adopted comprehensive plan and after formal approval of a site development plan by the administrative official.

- k. Floor space: Any business establishment or structure proposing to occupy more than 16,000 square feet of floor space shall require a Conditional Use Permit as required by the Land Development Code.

SECTION 6. Open Space

1. Open space in accordance with the Comprehensive Plan, Chapter X, Recreation and Open Space, Policy 1.1.1 shall be provided and the Land Development Code (LDC), as amended. The adopted level of service standard for park land is 10 acres per 1,000 residents. This standard includes both passive and active City parks and recreational facilities, and includes community, neighborhood and mini-parks.
2. A minimum of four (4) percent of the gross acreage of the Planned Unit Development shall be provided as recreation in accordance with the Comprehensive Plan and Land Development Code (LDC).
3. Open Space/Recreation areas shall be provided in the form of useable parks, playgrounds, tot lots, community gardens, wetlands, wetland buffers, multi-use trails or similar related use areas. Wetlands and wetland buffers may be considered open space but not amenities as defined in 4 below.
4. Open Space amenities shall qualify as neighborhood centers and will be owned, operated and maintained by the Homeowners Association. Eighty percent (80%) of the homes shall be within one quarter (1/4) mile of a neighborhood center.
5. Each park or amenity area shall be required to have pedestrian and bicycle connections for the residents.
6. Stormwater ponds with pedestrian trails shall contribute up to one third (1/3) the required four (4) percent recreation area.
7. Amenities such as benches, and/or picnic tables, gazebos, overlooks or similar improvements must be included with trails to qualify as part of the calculated parks and community amenities requirement.

SECTION 7. Landscaping, Buffering, and Screening

1. Buffers shall be provided consistent with Section 118-73 of the City of Clermont Land



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Development Code. Interior landscape buffers between abutting property boundaries may have a shared ten (10) foot wide landscape buffer with a five (5) foot wide buffer on each lot to achieve a minimum ten (10) foot wide buffer.

2. No landscaping buffer is required along the perimeter of the Planned Unit Development adjacent to wetlands, open water and conservation areas.



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3. A waiver to Section 118-71(1) of the Land Development Code is granted in order to allow street trees within the right-of-way along the frontage of a residential lot to count toward the minimum number of required trees on the lot and to allow such trees to be less than six feet from curbs and sidewalks as long as a minimum of five feet of clearance is provided between the tree and any public potable water, wastewater or reclaimed water main.
4. All other landscaping, buffering, and screening requirements shall be in accordance with the Land Development Code, as amended. Existing trees may be used to meet the landscape buffer requirements in accordance with the Land Development Code, as amended.

SECTION 8. Environmental

1. An environmental assessment addressing habitat and species shall be submitted to the City during the construction plans approval stage of each phase of the project. Applicable permits for any gopher tortoises and associated burrow commensal species or other threatened or endangered species found on the property must be received from the appropriate regulatory agencies prior to the initiation of development activity.
2. Wetlands onsite will be placed in a conservation easement. Areas placed in a perpetual conservation easement will be recorded with the Lake County Clerk of Court.
3. Grading shall be completed in accordance with the approved Cut and Fill Analysis for the project set forth in Exhibit 1, sheet C-7.

SECTION 9. Environmental Services

1. The developer shall connect to the existing City potable water, sanitary sewer and reclaimed water (when available) systems at connection point or points approved by the City.
2. The route of any off-site lines shall be according to engineering plans produced by the developer and approved by the City.
3. Any proposed City-maintained utilities that are not located within a dedicated public right-of-way shall be placed in a utility easement dedicated to the City. Easements shall be provided at no expense to the City and in a form acceptable to the City.
4. The Developer shall be responsible for all costs of on-site improvements, including, but not limited to design, material, permitting, connection and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the City to serve the property.
5. Any existing dedicated City of Clermont utilities must stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the Developer shall prepare plans, permit the project and construct the modification at the Developer's expense.



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6. No building permits shall be issued until water and sewer are provided to the site or until a bond or letter of credit, acceptable to the City, is in place to guarantee completion of off-site improvements. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the City.
7. The City may require a looped system to provide reliability and redundancy to the property.
8. The project shall be plumbed for reuse water with purple piping to irrigate all uses.
9. All utilities shall be designed and installed as per the City's specifications or as amended and approved by City staff.
10. Drainage/Stormwater Management: The Developer shall submit drainage calculations and a stormwater management plan when filing for final engineering approval. A lawfully created Community Development District or other entity acceptable to the City, shall be responsible for maintenance of all private stormwater ponds and drainage systems and improvements. Unless otherwise provided in the approved plans or plat for the Project, or in a separate agreement approved by the City, all such improvements located on the private property, including, streets, roads and bike or pedestrian paths, shall be maintained by the Community Development District or other entity acceptable to the City.
11. 10 feet utility lateral line easements may be used in lieu of 15 feet in order to accommodate standard 10 feet building separation.
12. Lift station access may utilize 20 feet easement over access ways to connect to public dedicated road.
13. Bulkheads, walls, or non-turf vegetation slope stabilization may be used for stormwater retention side slopes.
14. To the extent that any water, sewer or reclaimed improvements provide capacity additional to that is required to serve the Project, the Developer reserves its rights, pursuant to Section 2-267 – Credits, of the City Code, to enter into an impact fee agreement with the City which shall provide for the establishment of credits and payment of impact fees in a specified manner and time. The terms and conditions of an impact fee agreement between the Developer and the City may replace or supersede the conditions contained in this Planned Unit Development.
15. To the extent that any off-site water, sewer or reclaimed improvements are required to serve the Project, the Developer reserves its rights, pursuant to Section 2-267 – Credits, of the City Code, to enter into an impact fee agreement with the City which shall provide for the establishment of credits and payment of impact fees in a specified manner and time. The terms and conditions of an impact fee agreement between the Developer and the City may replace or supersede the Environmental Service conditions contained in this Planned Unit Development.



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SECTION 10. Transportation Improvements/Access Management

1. The development shall comply with all applicable City, County and Florida Department of Transportation access management requirements, including but not limited to, a traffic/transportation impact study reviewed and approved by Lake-Sumter Metropolitan Planning Organization. The Developer shall timely complete all required mitigation and other improvements as may be applicable.
2. The Developer shall enter into a Transportation Impact Fee Credit agreement with Lake County and the City of Clermont by December 31, 2020 which should be based upon Exhibit 4 – Wellness Way Transportation Impact Study/Proportionate Share. The Agreement shall require the Developer to fund improvements for ConservII right-of-way, design and permitting of roadways and/or construction of roadways for Transportation impact fee credits based upon the following priorities:
 - i. Design and permitting of Wellness Way from US Highway 27 to the Orange County line as a four-lane roadway
 - ii. Payment in escrow to Lake County for the acquisition of the four-lane right-of-way from Conserv for Wellness Way;
 - iii. Construction of Wellness Way from Hancock Road to the Orange County line as the first two lanes of the ultimate four lane roadway;
 - iv. Payment in escrow to Lake County for the acquisition of the four lane right-of-way from Conserv for Hancock Road;
 - v. Design and permitting of Hancock Road from Wellness Way to the northern boundary of the Conserv property as a four lane roadway;
 - vi. Construction of Hancock Road from Wellness Way to the entrance of the Fuqua project south of Hartwood Marsh Road as the first 2-lanes of the ultimate 4-lane roadway;
 - vii. Construction of the 3rd and 4th lanes of Wellness Way from US 27 to the Hancock/Schofield intersection;
3. The Developer will be responsible for their proportionate share of traffic signals, when warranted, at the time of construction for intersections that serve the project, including Wellness Way. The proportionate share shall be based upon the actual cost of traffic signals at the time they are constructed.
4. The Community Development District (CDD) or Property Owners Association (POA) shall be responsible to maintain all landscaping, hardscaping, traffic control devices, and stormwater conveyance systems on all private streets.
5. Any landscape, hardscape, signage, community ID signage or other improvements within the right-of-way that are above and beyond City or County minimum standards shall be maintained by the Community Development District, Property Owners Association, or similar entity.



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6. Private drive aisles, private access ways, private easements for vehicular use shall not be required to be platted or re-platted.
7. For intersections on private streets, angled right-of-way lines in lieu of 25-foot radius may be used to accommodate fencing and building walls.
8. Curb radii internal to development for streets or access ways may utilize a 10-foot curb radii to promote traffic calming and pedestrian intersection and crossing safety.
9. Sidewalks/Streets:
 - a. Sidewalks to be constructed on both sides of residential and commercial streets.
 - b. Context sensitive street design standards/solutions as published by AASHTO & ITE shall be utilized for private streets and right-of-way within the boundary of the Planned Unit Development where the design speed is 30 miles per hour or under and City referenced Florida Department of Transportation highway standards and specifications do not align with low speed street design.
 - c. A waiver to Section 110-192(1) of the Land Development Code is granted to allow private streets with gates. Streets within the development will be gated, as shown in Exhibit 2, and will be maintained by the developer or Home Owners Association.
 - d. A waiver to Section 110-195(b) of the Land Development Code is granted to allow construction of 20-foot-wide, one-way alleys with 12 feet of pavement as long as 20 feet of unobstructed emergency access is maintained, unless greater distances are warranted by fire code.
10. Parking:
 - a. The Planned Unit Development may be developed using shared parking methodology, as determined by the Developer and reviewed and approved by the Site Review Committee.
11. The project development program can be modified based on the Wellness Way Planned Unit Development Equivalency-Trip Conversion Matrix contained in Exhibit 1. Any change in the development program mix will require the converting average daily trips between land uses based on the matrix. The matrix is designed to equate land uses based on equivalent traffic impacts such that use of the matrix should not impact the overall traffic impact of the project. The following are limitations on the use of the trip conversion matrix included in Exhibit 1, without amending the Planned Unit Development:
 - a. No more than fifty percent (50%) of each land use category located within the Employment and Neighborhood Commercial districts may be converted, subject to Section 5 (2) (a).



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- b. No more than 350 multi-family units may be developed using the Wellness Way Planned Unit Development Equivalency-Trip Conversion Matrix within the Employment districts.
12. Decorative street lighting shall be included for all Planned Unit Development internal roadways and along Wellness Way and Hancock Road adjacent to the project. The Developer shall coordinate with the power utility provider for the installation and placement. The Developer shall be responsible for the cost of installation.
13. The Developer shall coordinate with the City, Lake County, and any other State Agencies in the placement and designing of a multi-purpose trail along the project's boundary as shown within in Exhibit 1 Wellness Way Planned Unit Development Land Use Plan.

SECTION 11. Signs

1. Signage shall be developed in accordance to the Master Sign Plan, which will be brought forth at a later date, and Chapter 102 where applicable, unless a specific waiver from the Land Development Code is granted.
2. City Gateway Signage and Community Identification Signage may be installed at the locations indicated on Exhibit 2, only after a Master Sign Plan is presented and approved by City Council.

SECTION 12. School Concurrency

School concurrency shall be met before final plat approval in accordance with the Comprehensive Plan and Land Development Code.

SECTION 13. Concurrency Management Requirements

Concurrency Management Requirements: Any development shall comply with the Lake County and the City of Clermont Concurrency Management System, as amended.

SECTION 14. Development Review and Approval

1. Prior to the issuance of permits, the developer shall be required to submit a Preliminary Plat, Construction Plans, and Final Plat generally consistent with Exhibit 2 - Conceptual Plan, prepared by VHB, dated October 18, 2019 for review and approval in accordance with the Comprehensive Plan and Land Development Code, as amended.
2. Expiration of applicable incremental development orders or project development agreement shall not occur prior to the expiration of the Planned Unit Development which shall not be less than five (5) years after the planned last phase of the development program. This Planned Unit Development shall become null and void if substantial construction work has not begun within five (5) years of the date that this Planned Unit Development is executed and signed by the permittee. "Substantial construction work" means the commencement and



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continuous prosecution of construction of required improvements ultimately finalized at completion.



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SECTION 15. **Future Amendments to Statutes, Code, Plans, and/or Regulations**

The specific references in this Planned Unit Development to the Florida Statutes, Florida Administrative Code, City Comprehensive Plan, and City Land Development Code shall include any future amendments to the statutes, code, plans, and/or regulations.

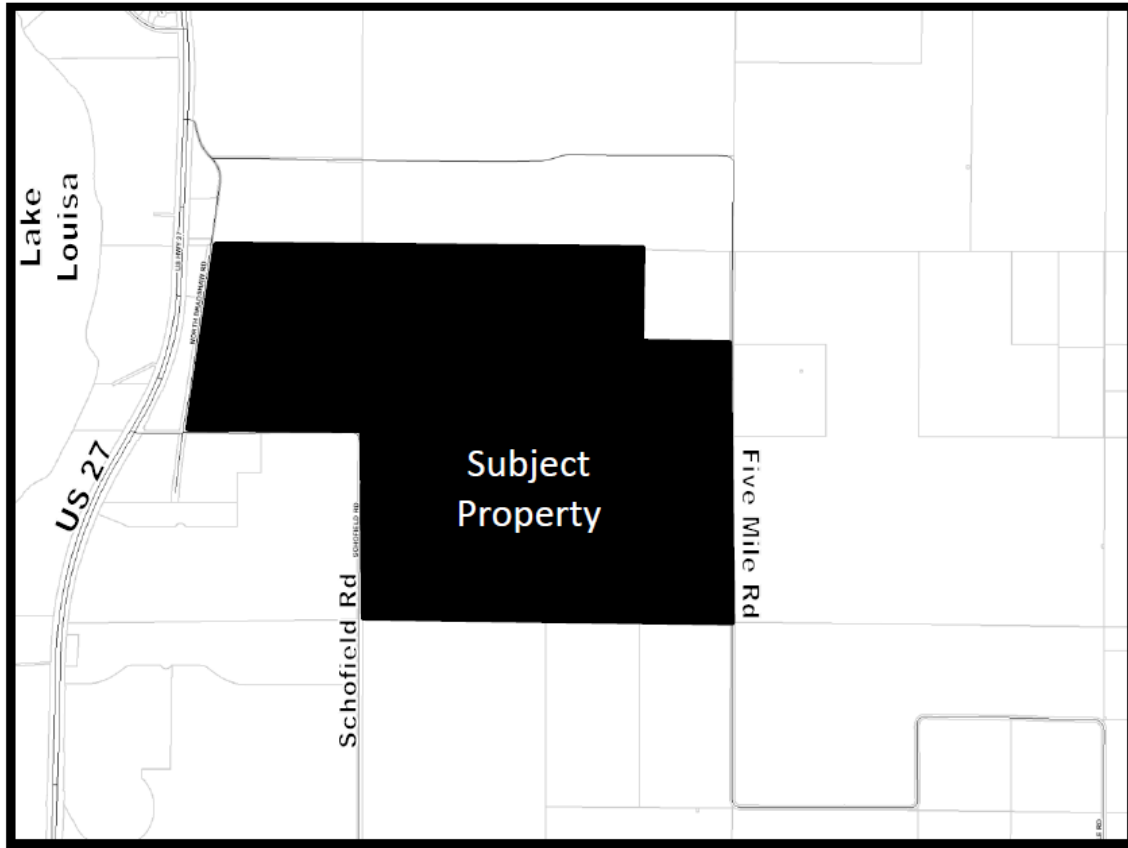
SECTION 16. **Additional Conditions**

1. After establishment of the facilities as provided herein, the aforementioned property shall only be used for the purposes named in this Planned Unit Development. Any other proposed use must be specifically authorized by the Clermont City Council.
2. This Planned Unit Development shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.
3. Construction and operation of the proposed use shall at all times comply with the regulations of this and other governmental permitting agencies.
4. The transfer of ownership or lease of any or all of the property described in this Planned Unit Development shall be included in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions established by this Planned Unit Development and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following procedures contained in the Land Development Code, as amended.

SECTION 17.

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

Location map:





CITY OF CLERMONT
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PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 19th day of November, 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



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Exhibit 1: Wellness Way PUD Land Use Plan



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Exhibit 2: Wellness Way Master Plan

Exhibit 3: Wellness Way PUD Architectural Elevations



Townhome Elevations: 22' Front Loaded – For illustrative purposes only



Townhome Elevations: 25' Rear Loaded – For illustrative purposes only

Exhibit 3: Wellness Way PUD Architectural Elevations



Single Family Elevation: 40' lot – For illustrative purposes only



Single Family Home Elevation: 32' lot – For illustrative purposes only

Exhibit 3: Wellness Way PUD Architectural Elevations



Single Family Home Elevation: 50' lot – For illustrative purposes only



Single Family Home Elevation: 50' lot – For illustrative purposes only

Exhibit 3: Wellness Way PUD Architectural Elevations



Single Family Home Elevation: 60' lot – For illustrative purposes only



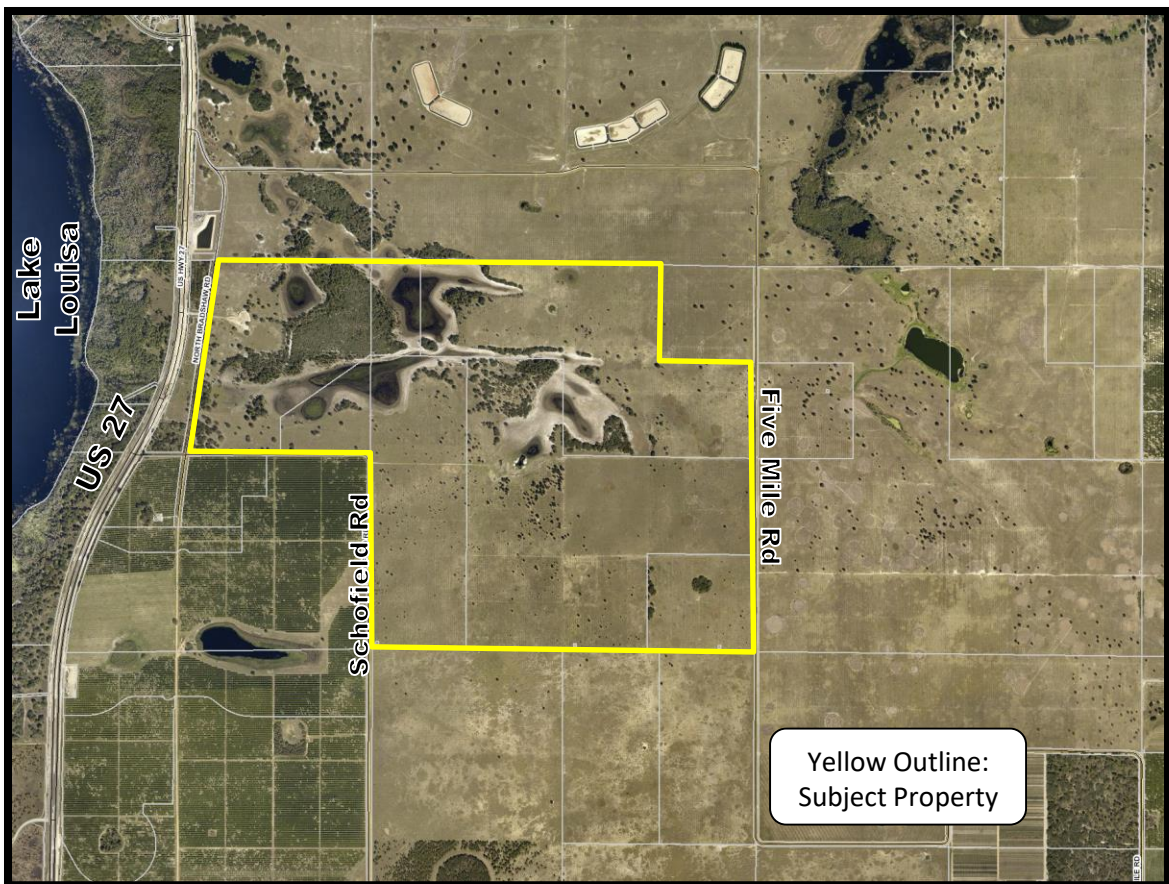
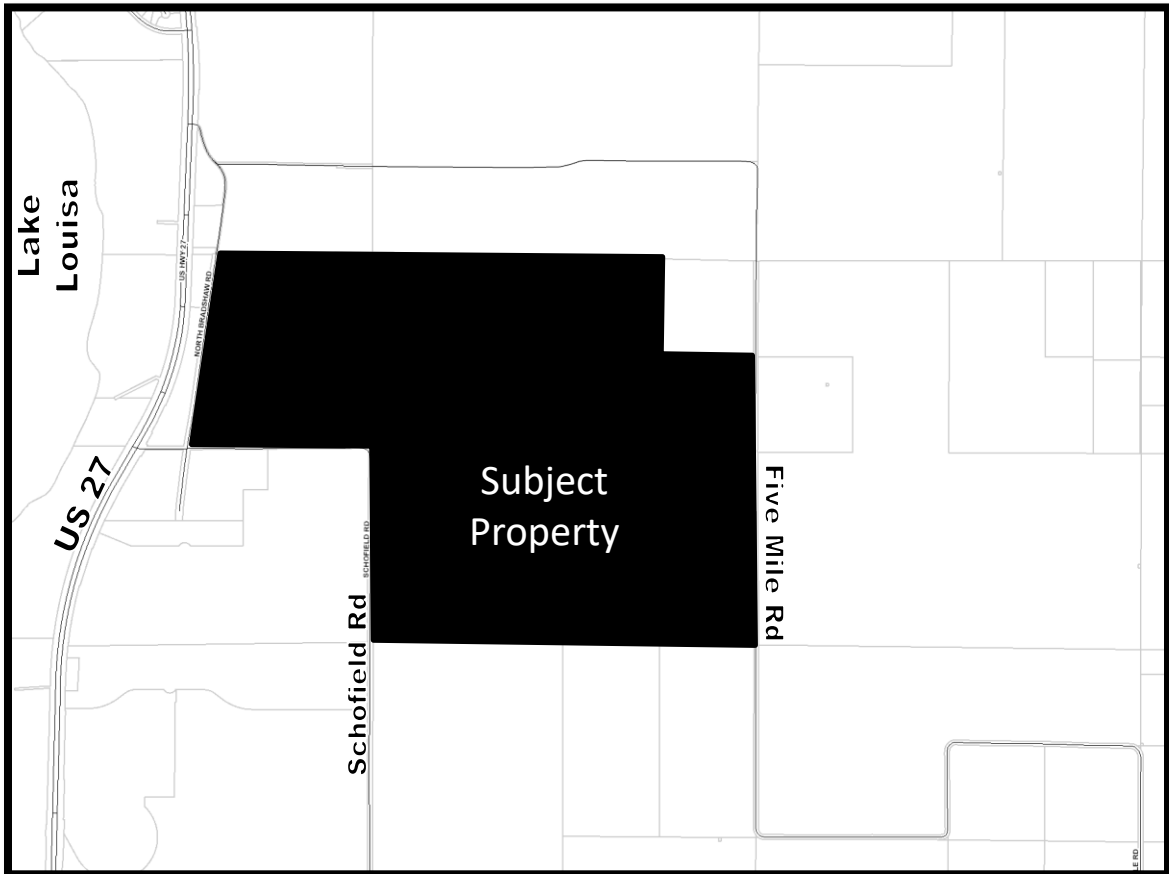
Single Family Home Elevation: 60' lot – For illustrative purposes only



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Exhibit 4: Wellness Way PUD Transportation Impact Study/Proportionate Share

Exhibit - Location Map – South Lake Crossing Property



Future Land Use Map—South Lake Crossing

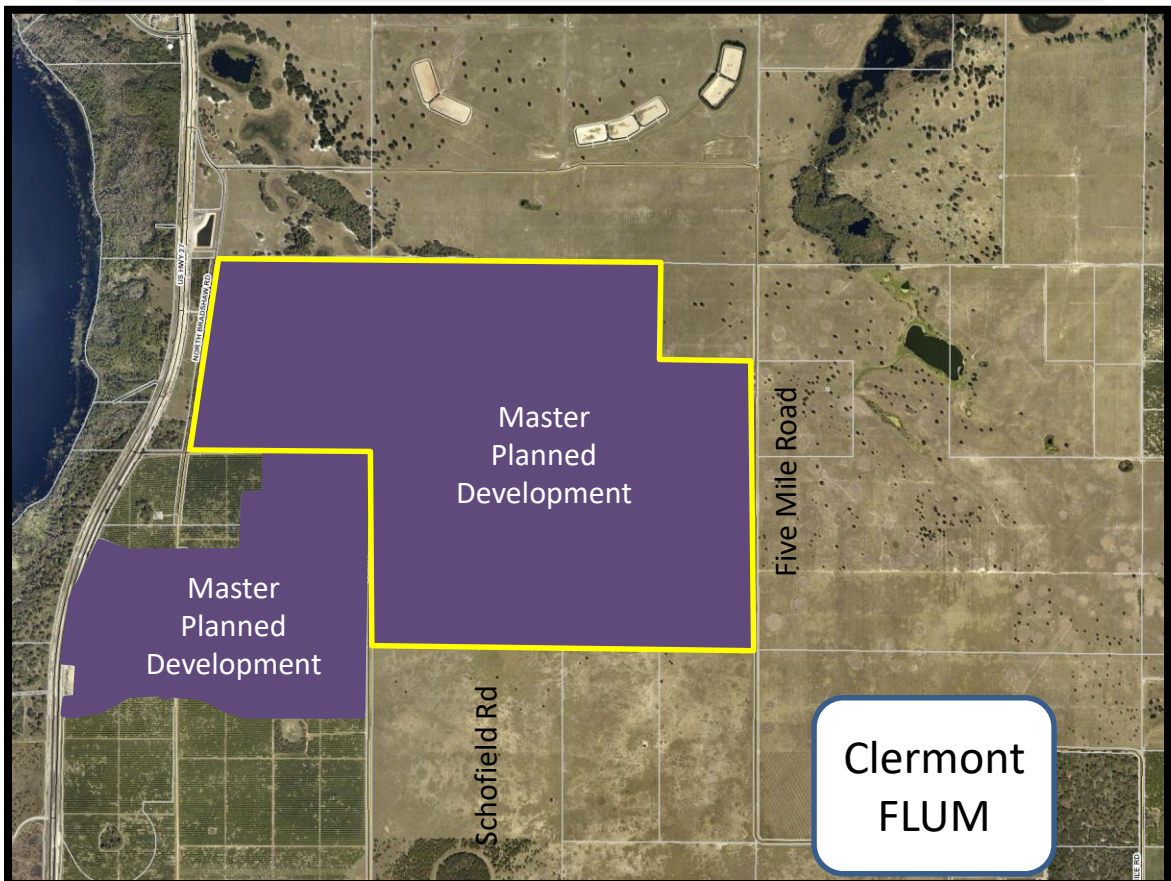
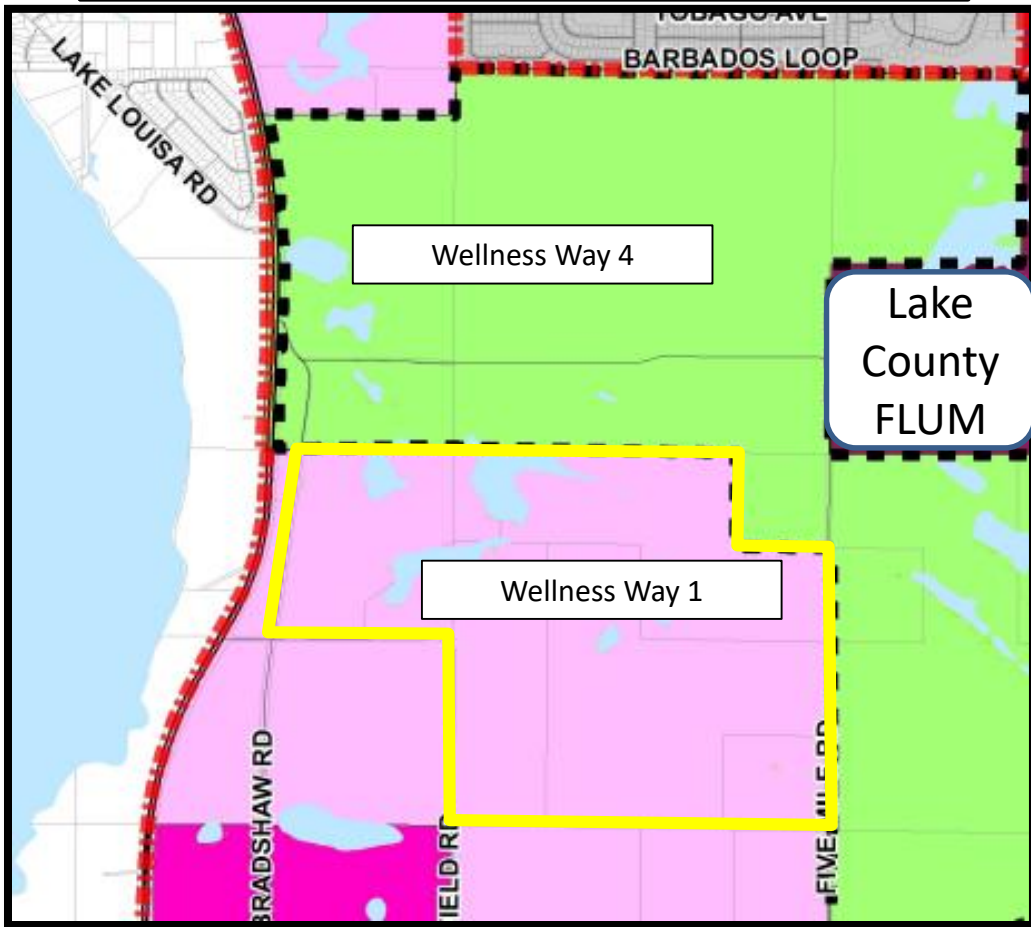
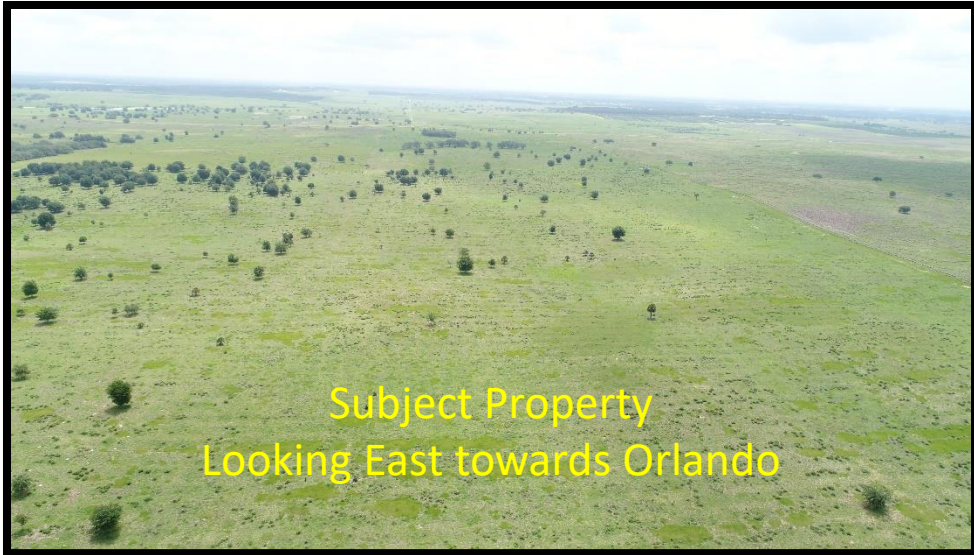
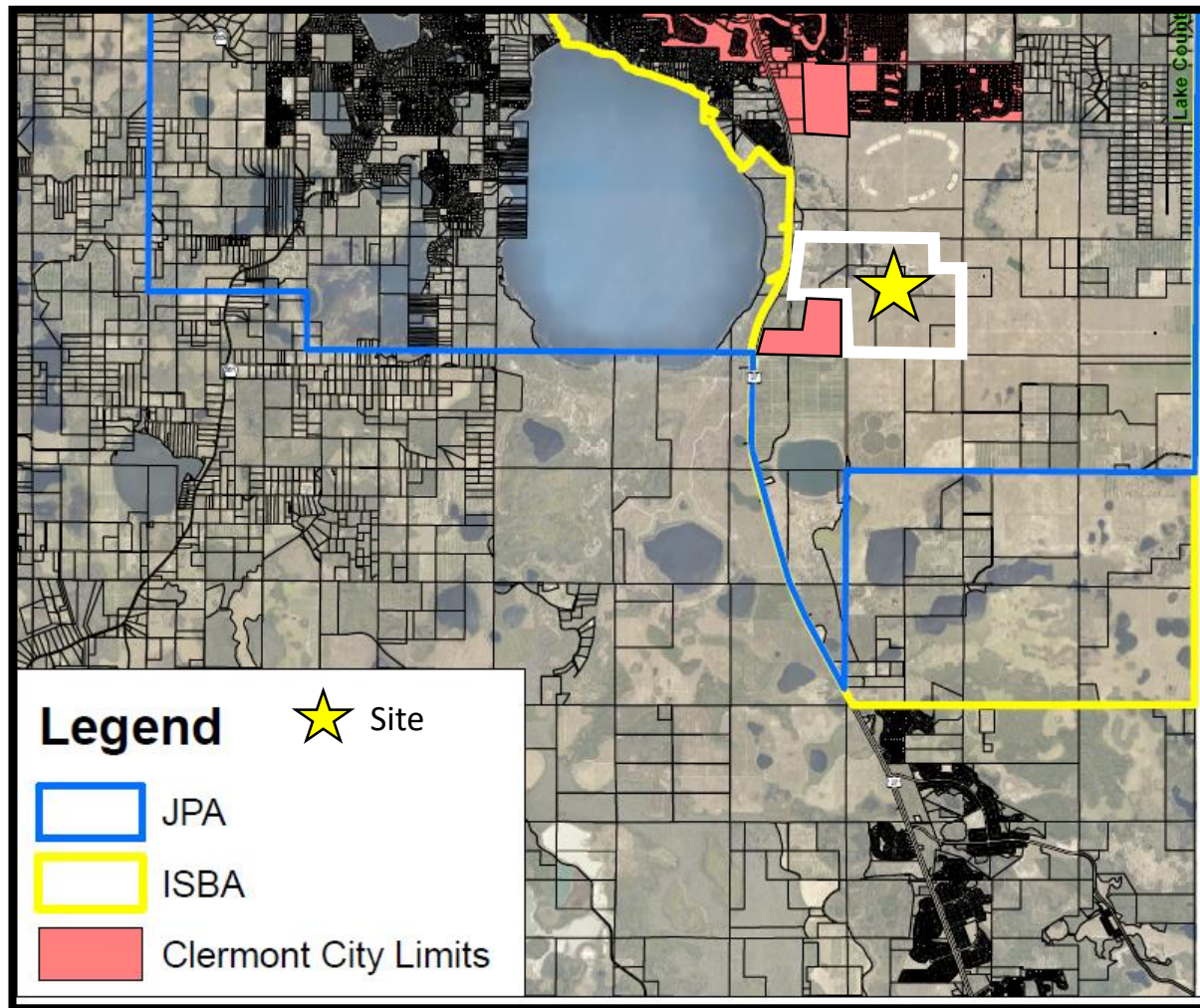


Exhibit –South Lake Crossing



Location within ISBA/JPA – South Lake Crossing



Engineers | Scientists | Planners | Designers



225 E. Robinson Street
Suite 300
Orlando, FL 32801
407.839.4006
407.839.4008
Certificate of Authorization Number FL #3932

Hall Development Services Inc.

LEGAL DESCRIPTION
SEE SHEET C-2.

WELLNESS WAY PUD

Clermont, Florida

Parcel ID: 21-23-26-0001-000-00500, 22-23-26-0003-000-00300,
21-23-26-0001-000-00700, 22-23-26-0003-000-00400,
22-23-26-0001-000-00900, 22-23-26-0004-000-00600,
22-23-26-0002-000-01000

Development Team

Owner:
South Lake Crossings I/II LLC
P.O. Box 135
Windermere, FL 34786

Developer:
Lennar
6750 Forum Drive
Suite 310
Orlando, Florida 32821

Planning Consultant:
Hall Development Services, Inc.
1302 Osprey Ave.
Orlando, Florida 32803

Land Planner/Civil Engineer:
VHB
225 E. Robinson Street, Suite 300
Orlando, Florida 32801
Phone: 407.839.4006 · Fax: 407.839.4008

Applicant/Land Use Attorney:
Shutts & Bowen LLP
300 South Orange Ave. Suite 1600
Orlando, Florida 32801

Land Use Plan

Issued for	PUD Approval
Date Issued	April 5, 2019
Latest Issue	October 18, 2019

Sheet Index

Number	Drawing Title	Latest Issue
C-2	Legal Description	10/4/2019
C-3	Existing Conditions Plan	10/4/2019
C-4	Topography Plan	10/4/2019
C-5	Environmental Conditions Plan	10/4/2019
C-6	Land Use Plan	10/18/2019
C-7	Cut & Fill Analysis	10/18/2019
C-8	Development Standards	10/18/2019
C-9	Typical Lot Diagrams & Typical Road Sections	10/18/2019
C-10	Master Sign Plan	10/18/2019
C-11	Sign Character Sketches	10/18/2019

Request:
Rezone the property to PUD for a proposed development program of 1,850 residential units and approximately 800,000 s.f. of non-residential uses.



Site Location Map



0 2500 5000 Feet

LEGAL DESCRIPTION:

PARCEL 1:

PARCEL A

ALL THOSE PORTIONS OF SECTIONS 21, 22 AND 23, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT A 1-1/4" IRON PIPE FOUND AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21, SAID NORTHWEST CORNER ACCORDING TO CERTIFIED CORNER RECORD #48105; THENCE N89°16'46"E, 2653.20 FEET ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 TO A 2" IRON PIPE FOUND AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/4 OF SAID SECTION 21, SAID NORTHEAST CORNER ACCORDING TO CERTIFIED CORNER RECORD #48106; THENCE S88°49'23"E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE AFORESAID SECTION 22, 670.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S88°49'23"E ALONG SAID NORTH LINE, 1976.14 FEET; THENCE S88°49'23"E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22, 1323.29 FEET; THENCE S00°20'55"W ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22, 1314.56 FEET; THENCE S89°00'54"E ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22, 1290.91 FEET TO THE WEST RIGHT-OF-WAY LINE OF FIVE MILE ROAD (A 66' WIDE RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 357, PAGE 21, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA); THENCE S00°19'09"W ALONG SAID WEST RIGHT-OF-WAY LINE, DISTANT 33.00 FEET WESTERLY, BY PERPENDICULAR MEASURE, FROM THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 22, 1310.25 FEET TO A POINT IN THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 22, DISTANT 33.00 FEET ON A BEARING OF N89°12'24"W, FROM A 5/8" IRON ROD AND CAP #PLS4779 FOUND AT THE EAST 1/4 CORNER OF SAID SECTION 22, SAID EAST 1/4 CORNER ACCORDING TO CERTIFIED CORNER RECORD #084030; THENCE S00°27'16"W ALONG SAID WEST RIGHT-OF-WAY LINE, DISTANT 33.00 FEET WESTERLY, BY PERPENDICULAR MEASURE, FROM THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 22, 2681.30 FEET TO A POINT IN THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 23 SOUTH, RANGE 26 EAST, SAID POINT BEING DISTANT 33.00 FEET ON A BEARING OF N89°12'03"W FROM A 4"x4" CONCRETE MONUMENT #RLSL993 FOUND AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/4 OF SECTION 27, THENCE N89°12'03"W ALONG SAID NORTH LINE, 2612.50 FEET TO A 4"x4" CONCRETE MONUMENT FOUND AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 27; THENCE N89°32'30"W ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, 2614.54 FEET TO A 4"x4" CONCRETE MONUMENT FOUND IN THE EAST RIGHT-OF-WAY LINE OF SHELL POND ROAD, AND BEING DISTANT 33.00 FEET ON A BEARING OF S89°32'30"E FROM A 4"x4" CONCRETE MONUMENT FOUND AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF SECTION 27; THENCE N00°23'38"E ALONG SAID EAST RIGHT-OF-WAY LINE, DISTANT 33.00 FEET EASTERLY, BY PERPENDICULAR MEASURE, FROM THE WEST LINE OF THE SOUTHWEST 1/4 OF THE AFORESAID SECTION 22, 2696.34 FEET; THENCE N89°12'24"W, 33.00 FEET TO A 1-1/2" IRON PIPE FOUND AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 22, SAID NORTHWEST CORNER ACCORDING TO CERTIFIED CORNER RECORD #48107; THENCE S89°36'30"W ALONG THE EAST-WEST CENTER SECTION LINE OF THE AFORESAID SECTION 21, 1287.60 FEET; THENCE, DEPARTING SAID EAST-WEST CENTER SECTION LINE, N00°00'00"E, 456.14 FEET; THENCE N55°49'12"E, 1567.27 FEET TO AN IRON ROD WITH CAP #LB68 SET AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE AFORESAID SECTION 22; THENCE S89°00'54"E ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4, 679.40 FEET; THENCE, DEPARTING SAID NORTH LINE, N00°00'00"W, 1325.72 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT THEREFROM: THOSE PARCELS DESCRIBED IN OFFICIAL RECORDS BOOK 849, PAGE 2162: PARCEL 122 (FEE SIMPLE) : THE NORTHERLY 50.00 FEET OF THE SOUTHERLY 80.00 FEET OF THE EASTERLY 35.00 FEET OF THE WESTERLY 2832.00 FEET OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST, IN THE COUNTY OF LAKE, STATE OF FLORIDA. PARCEL 123 (FEE SIMPLE): THE NORTHERLY 50.00 FEET OF THE SOUTHERLY 80.00 FEET OF THE EASTERLY 35.00 FEET OF THE WESTERLY 118.00 FEET OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST, IN THE COUNTY OF LAKE, STATE OF FLORIDA. PARCEL 124 (FEE SIMPLE): THE NORTHERLY 20.00 FEET OF THE SOUTHERLY 50.00 FEET OF THE EASTERLY 30.00 FEET OF THE WESTERLY 83.00 FEET OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST, IN THE COUNTY OF LAKE, STATE OF FLORIDA. ALSO LESS FROM SAID SECTION 22, THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 845, PAGE 567: PARCEL 129 (FEE SIMPLE): THE WESTERLY 35.00 FEET OF THE EASTERLY 523.26 FEET OF THE NORTHERLY 50.00 FEET OF THE SOUTHERLY 80.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST, IN THE COUNTY OF LAKE, STATE OF FLORIDA. ALSO LESS FROM SAID SECTION 22, THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 851, PAGE 1455: PARCEL 130 (FEE SIMPLE): THE NORTHERLY 50.00 FEET OF THE SOUTHERLY 900.00 FEET OF THE WESTERLY 35.00 FEET OF THE EASTERLY 93.00 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST, IN THE COUNTY OF LAKE, STATE OF FLORIDA.

AND:

PARCEL B

THAT PART OF SECTIONS 21 AND 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT A 1-1/4" IRON PIPE FOUND AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21, SAID NORTHWEST CORNER ACCORDING TO CERTIFIED CORNER RECORD #48105; THENCE N89°16'46"E ALONG THE NORTH LINE OF SAID NORTHEAST ¼, 518.50 FEET TO THE EAST RIGHT-OF-WAY LINE OF BRADSHAW ROAD AS MAINTAINED BY LAKE COUNTY, SAID EAST RIGHT-OF-WAY LINE AS FILED SURVEYED BY DONALD W. MCINTOSH ASSOCIATES, INC. AND SHOWN ON A "SPECIFIC PURPOSE SURVEY" PREPARED BY DONALD W. MCINTOSH ASSOCIATES, INC., DRAWING NUMBER CS#02-203, SURVEY DATE 02/27/02, AND TO THE POINT OF BEGINNING; THENCE, DEPARTING SAID NORTH LINE OF SAID NORTHEAST 1/4, RUN THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES ALONG SAID EAST RIGHT-OF-WAY LINE: S09°07'38"W, 226.88 FEET; S08°14'05"W, 483.61 FEET; S08°51'03"W, 111.11 FEET; S08°15'58"W, 235.08 FEET; S07°40'42"W, 73.87 FEET; S08°15'45"W, 120.18 FEET; S08°15'35"W, 293.65 FEET; S07°52'00"W, 391.90 FEET; S08°15'41"W, 126.07 FEET; S09°13'52"W, 181.39 FEET; S09°21'18"W, 192.16 FEET; S08°48'22"W, 191.95 FEET; S10°07'14"W, 16.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 36.00 FEET AND A CHORD BEARING OF S15°39'01"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°32'31" FOR A DISTANCE OF 32.38 FEET TO A NON-TANGENT LINE BEING THE EAST-WEST CENTER OF SECTION LINE OF AFORESAID SECTION 21; THENCE, DEPARTING SAID EAST RIGHT-OF-WAY LINE, N89°36'30"E ALONG SAID EAST-WEST CENTER OF SECTION LINE 1210.47 FEET; THENCE, DEPARTING SAID EAST-WEST CENTER OF SECTION LINE, N00°00'00"E, 456.14 FEET; THENCE N55°49'12"E, 1567.27 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE AFORESAID SECTION 22; THENCE S89°00'54"E ALONG THE NORTH LINE OF SAID SOUTHWEST ¼ OF THE NORTHWEST ¼, 679.40 FEET; THENCE, DEPARTING SAID NORTH LINE, N00°00'00"W, 1325.72 FEET TO THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST ¼ OF SAID SECTION 22; THENCE N88°49'23"W ALONG SAID NORTH LINE, 670.44 FEET TO A 2" IRON PIPE FOUND AT THE NORTHEAST CORNER OF THE NORTHEAST ¼ OF THE AFORESAID SECTION 21, SAID NORTHEAST CORNER ACCORDING TO CERTIFIED CORNER RECORD #48106; THENCE S89°16'46"W ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, 2134.70 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

NORTH PARCEL (CUT OUT PARCEL)

THAT PART OF SECTIONS 21 AND 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT A 1-1/4" IRON PIPE FOUND AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21, SAID NORTHWEST CORNER ACCORDING TO CERTIFIED CORNER RECORD #48105; THENCE N89°16'46"E ALONG THE NORTH LINE OF SAID NORTHEAST ¼, 518.50 FEET TO THE EAST RIGHT-OF-WAY LINE OF BRADSHAW ROAD AS MAINTAINED BY LAKE COUNTY, SAID EAST RIGHT-OF-WAY LINE AS FILED SURVEYED BY DONALD W. MCINTOSH ASSOCIATES, INC. AND SHOWN ON A "SPECIFIC PURPOSE SURVEY" PREPARED BY DONALD W. MCINTOSH ASSOCIATES, INC., DRAWING NUMBER CS#02-203, SURVEY DATE 02/27/02, AND TO THE POINT OF BEGINNING; THENCE, DEPARTING SAID NORTH LINE OF SAID NORTHEAST 1/4, RUN THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES ALONG SAID EAST RIGHT-OF-WAY LINE: S09°07'38"W, 226.88 FEET; S08°14'05"W, 483.61 FEET; S08°51'03"W, 111.11 FEET; S08°15'58"W, 235.08 FEET; S07°40'42"W, 73.87 FEET; S08°15'45"W, 120.18 FEET; S08°15'35"W, 293.65 FEET; S07°52'00"W, 391.90 FEET; S08°15'41"W, 126.07 FEET; S09°13'52"W, 181.39 FEET; S09°21'18"W, 192.16 FEET; S08°48'22"W, 191.95 FEET; S10°07'14"W, 16.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 36.00 FEET AND A CHORD BEARING OF S15°39'01"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°32'31" FOR A DISTANCE OF 32.38 FEET TO A NON-TANGENT LINE BEING THE EAST-WEST CENTER OF SECTION LINE OF AFORESAID SECTION 21; THENCE, DEPARTING SAID EAST RIGHT-OF-WAY LINE, N89°36'30"E ALONG SAID EAST-WEST CENTER OF SECTION LINE 2498.07 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 22; THENCE, DEPARTING SAID EAST-WEST CENTER OF SECTION LINE, N00°23'17"E ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 22, 1327.85 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 22; THENCE DEPARTING SAID WEST LINE RUN S89°00'54"E ALONG THE NORTH LINE OF SAID SOUTHWEST ¼ OF THE NORTHWEST ¼, 679.40 FEET; THENCE, DEPARTING SAID NORTH LINE, N00°00'00"W, 1325.72 FEET TO THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST ¼ OF SAID SECTION 22; THENCE N88°49'23"W ALONG SAID NORTH LINE, 670.44 FEET TO A 2" IRON PIPE FOUND AT THE NORTHEAST CORNER OF THE NORTHEAST ¼ OF THE AFORESAID SECTION 21, SAID NORTHEAST CORNER ACCORDING TO CERTIFIED CORNER RECORD #48106; THENCE S89°16'46"W ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, 2134.70 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION: (CONT.)

BEING MORE PARTICULARLY DESCRIBED AS:

ALL THOSE PORTIONS OF SECTIONS 21, 22 AND 23, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT A 1-1/4" IRON PIPE FOUND AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21, SAID NORTHWEST CORNER ACCORDING TO CERTIFIED CORNER RECORD #48105; THENCE N89°16'46"E, 2653.20 FEET ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 TO A 2" IRON PIPE FOUND AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/4 OF SAID SECTION 21, SAID NORTHEAST CORNER ACCORDING TO CERTIFIED CORNER RECORD #48106; THENCE S88°49'23"E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE AFORESAID SECTION 22, 670.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S88°49'23"E ALONG SAID NORTH LINE, 1976.14 FEET; THENCE S88°49'23"E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22, 1323.29 FEET; THENCE S00°20'55"W ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID NORTHEAST 1/4 OF SAID SECTION 22, 1314.56 FEET; THENCE S89°00'54"E ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22, 1290.91 FEET TO THE WEST RIGHT-OF-WAY LINE OF FIVE MILE ROAD (A 66' WIDE RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 357, PAGE 21, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA); THENCE S00°19'09"W ALONG SAID WEST RIGHT-OF-WAY LINE, DISTANT 33.00 FEET WESTERLY, BY PERPENDICULAR MEASURE, FROM THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 22, 1310.25 FEET TO A POINT IN THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 22, DISTANT 33.00 FEET ON A BEARING OF N89°12'24"W, FROM A 5/8" IRON ROD AND CAP #PLS4779 FOUND AT THE EAST 1/4 CORNER OF SAID SECTION 22, SAID EAST 1/4 CORNER ACCORDING TO CERTIFIED CORNER RECORD #084030; THENCE S00°27'16"W ALONG SAID WEST RIGHT-OF-WAY LINE, DISTANT 33.00 FEET WESTERLY, BY PERPENDICULAR MEASURE, FROM THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 22, 2681.30 FEET TO A POINT IN THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 23 SOUTH, RANGE 26 EAST, SAID POINT BEING DISTANT 33.00 FEET ON A BEARING OF N89°12'03"W FROM A 4"x4" CONCRETE MONUMENT #RLSL993 FOUND AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/4 OF SECTION 27, THENCE N89°12'03"W ALONG SAID NORTH LINE, 2612.50 FEET TO A 4"x4" CONCRETE MONUMENT FOUND AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 27; THENCE N89°32'30"W ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, 2614.54 FEET TO A 4"x4" CONCRETE MONUMENT FOUND IN THE EAST RIGHT-OF-WAY LINE OF SHELL POND ROAD, AND BEING DISTANT 33.00 FEET ON A BEARING OF S89°32'30"E FROM A 4"x4" CONCRETE MONUMENT FOUND AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF SECTION 27; THENCE N00°23'38"E ALONG SAID EAST RIGHT-OF-WAY LINE, DISTANT 33.00 FEET EASTERLY, BY PERPENDICULAR MEASURE, FROM THE WEST LINE OF THE SOUTHWEST 1/4 OF THE AFORESAID SECTION 22, 2696.34 FEET; THENCE N89°12'24"W, 33.00 FEET TO A 1-1/2" IRON PIPE FOUND AT THE NORTHWEST CORNER OF SAID SOUTHWEST OF SAID SECTION 22, SAID NORTHWEST CORNER ACCORDING TO CERTIFIED CORNER RECORD #48107; THENCE N00°23'17"E ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE AFORESAID SECTION 22, 1327.85 FEET TO AN IRON ROD WITH CAP #LB68 SET AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22; THENCE S89°00'54"E ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4, 679.40 FEET; THENCE, DEPARTING SAID NORTH LINE, N00°00'00"W, 1325.72 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM:

THOSE PARCELS DESCRIBED IN OFFICIAL RECORDS BOOK 849, PAGE 2162:

PARCEL 122 (FEE SIMPLE) :

THE NORTHERLY 50.00 FEET OF THE SOUTHERLY 80.00 FEET OF THE EASTERLY 35.00 FEET OF THE WESTERLY 2832.00 FEET OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST, IN THE COUNTY OF LAKE, STATE OF FLORIDA.

PARCEL 123 (FEE SIMPLE):

THE NORTHERLY 50.00 FEET OF THE SOUTHERLY 80.00 FEET OF THE EASTERLY 35.00 FEET OF THE WESTERLY 118.00 FEET OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST, IN THE COUNTY OF LAKE, STATE OF FLORIDA.

PARCEL 124 (FEE SIMPLE):

THE NORTHERLY 20.00 FEET OF THE SOUTHERLY 50.00 FEET OF THE EASTERLY 30.00 FEET OF THE WESTERLY 83.00 FEET OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST, IN THE COUNTY OF LAKE, STATE OF FLORIDA.

ALSO LESS FROM SAID SECTION 22, THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 845, PAGE 567:

PARCEL 129 (FEE SIMPLE) :

THE WESTERLY 35.00 FEET OF THE EASTERLY 523.26 FEET OF THE NORTHERLY 50.00 FEET OF THE SOUTHERLY 80.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST, IN THE COUNTY OF LAKE, STATE OF FLORIDA.

ALSO LESS FROM SAID SECTION 22, THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 851, PAGE 1455:

PARCEL 130 (FEE SIMPLE):

THE NORTHERLY 50.00 FEET OF THE SOUTHERLY 900.00 FEET OF THE WESTERLY 35.00 FEET OF THE EASTERLY 93.00 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST, IN THE COUNTY OF LAKE, STATE OF FLORIDA.

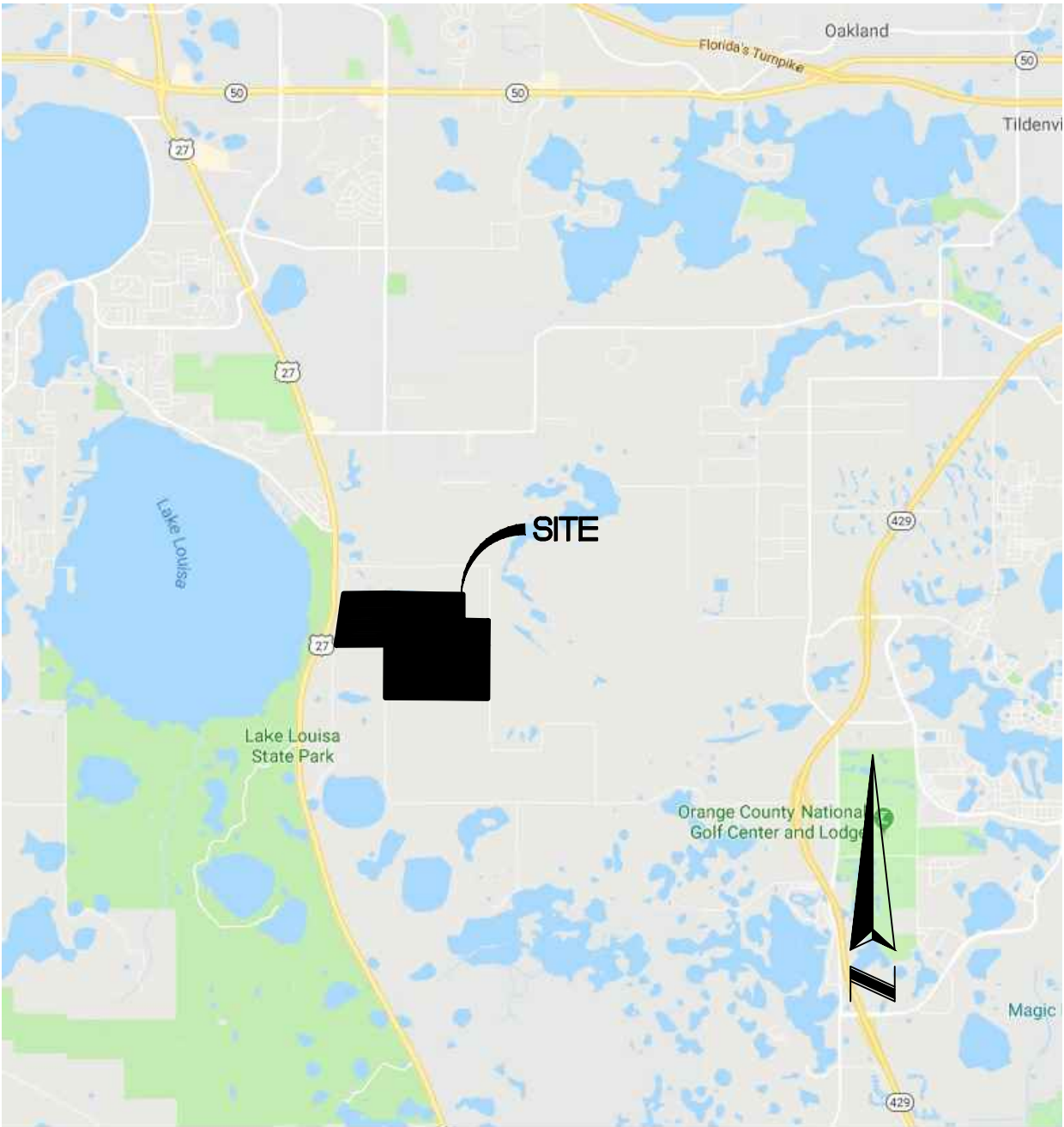
TOGETHER WITH THE BENEFICIAL EASEMENTS CONTAINED IN THAT CERTAIN DECLARATION OF EASEMENT AND AGREEMENT REGARDING ROAD AND UTILITY IMPROVEMENTS DATED MAY 25, 2006 AND WHICH IS RECORDED ON JUNE 2, 2006 IN OFFICIAL RECORDS BOOK 3175, PAGE 997, ALL IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 2:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS: THAT PART OF SECTIONS 21 AND 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA DESCRIBED AS FOLLOWS: COMMENCE AT A 1-1/4" IRON PIPE FOUND AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21, SAID NORTHWEST CORNER ACCORDING TO CERTIFIED CORNER RECORD #48105; THENCE N89°16'46"E ALONG THE NORTH LINE OF SAID NORTHEAST 518.50 FEET TO THE EAST RIGHT-OF-WAY LINE OF BRADSHAW ROAD AS MAINTAINED BY LAKE COUNTY, SAID EAST RIGHT-OF-WAY LINE AS FILED SURVEYED BY DONALD W. MCINTOSH ASSOCIATES, INC. AND SHOWN ON A "SPECIFIC PURPOSE SURVEY" PREPARED BY DONALD W. MCINTOSH ASSOCIATES, INC., DRAWING NUMBER CS#02-203, SURVEY DATE 02/27/02, AND TO THE POINT OF BEGINNING; THENCE, DEPARTING SAID NORTH LINE OF SAID NORTHEAST 1/4, RUN THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES ALONG SAID EAST RIGHT-OF-WAY LINE: S09°07'38"W, 226.88 FEET; S08°14'05"W, 483.61 FEET; S08°51'03"W, 111.11 FEET; S08°15'58"W, 235.08 FEET; S07°40'42"W, 73.87 FEET; S08°15'45"W, 120.18 FEET; S08°15'35"W, 293.65 FEET; S07°52'00"W, 391.90 FEET; S08°15'41"W, 126.07 FEET; S09°13'52"W, 181.39 FEET; S09°21'18"W, 192.16 FEET; S08°48'22"W, 191.95 FEET; S10°07'14"W, 16.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 36.00 FEET AND A CHORD BEARING OF S 15°39'01" E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°32'31" FOR A DISTANCE OF 32.38 FEET TO A NON-TANGENT LINE BEING THE EAST-WEST CENTER OF SECTION LINE OF AFORESAID SECTION 21; THENCE, DEPARTING SAID EAST RIGHT-OF-WAY LINE, N89°36'30"E ALONG SAID EAST-WEST CENTER OF SECTION LINE 2498.07 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 22; THENCE, DEPARTING SAID EAST-WEST CENTER OF SECTION LINE, N00°23'17"E ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, 1327.85 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22; THENCE DEPARTING SAID WEST LINE RUN S89°00'54"E ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4, 679.40 FEET; THENCE, DEPARTING SAID NORTH LINE, N00°00'00"W, 1325.72 FEET TO THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE N88°49'23"W ALONG SAID NORTH LINE, 670.44 FEET TO A 2" IRON PIPE FOUND AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21, SAID NORTHEAST CORNER ACCORDING TO CERTIFIED CORNER RECORD #48106; THENCE S89°16'46"W ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, 2134.70 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE BENEFICIAL EASEMENTS CONTAINED IN THAT CERTAIN DECLARATION OF EASEMENT AND AGREEMENT REGARDING ROAD AND UTILITY IMPROVEMENTS DATED MAY 25, 2006 AND WHICH IS RECORDED ON JUNE 2, 2006 IN OFFICIAL RECORDS BOOK 3175, PAGE 997, AND THAT CERTAIN DECLARATION OF EASEMENT AND AGREEMENT REGARDING ROAD AND UTILITY IMPROVEMENTS DATED MAY 25, 2006 AND WHICH IS RECORDED ON JUNE 2, 2006 IN OFFICIAL RECORDS BOOK 3175, PAGE 1023, ALL IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINS 743.00 ACRES MORE OR LESS.



No.	Revision	Date	Apprv.



Planning • Design Studio
Transportation
Land Development
Environmental Services

225 E. Robinson Street, Suite 300
Orlando, Florida 32801
407-839-4006 • FAX 407-839-4008
Certificate of Authorization Number 3932

Project Title

Wellness Way PUD

City of Clermont, Florida

Drawing Title

Legal Description

CERTIFIED TO:
LENNAR HOMES, LLC,
SOUTH LAKE CROSSINGS I, LLC
SOUTH LAKE CROSSINGS III, LLC
FIRST AMERICAN TITLE INSURANCE COMPANY
SHUTTS & BOWEN, LLP

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6, 8, 11 AND 13 OF TABLE A THEREOF.

THE FIELDWORK WAS COMPLETED ON JULY 23, 2018.

FOR THE LICENSED BUSINESS # 6723 BY:

JAMES L. RICKMAN P.S.M. # 5633 DATE

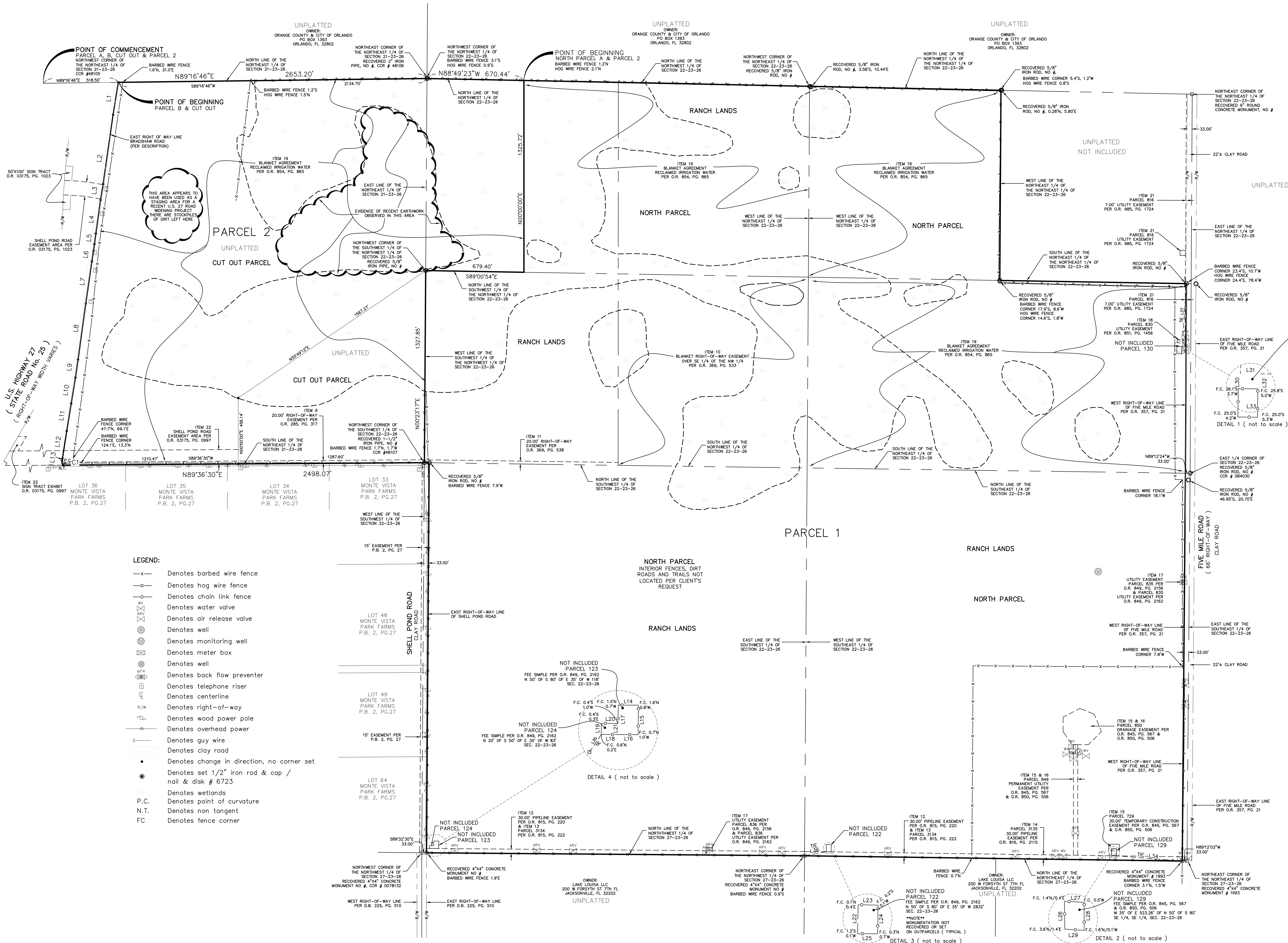
Drawing

C-2

Scale Sheet of

Date Project Number
Oct. 18, 2019 63302.00

6330200-PD-EC.DWG



- LEGEND:**
- x— Denotes barbed wire fence
 - o— Denotes hog wire fence
 - o— Denotes chain link fence
 - o— Denotes water valve
 - o— Denotes air release valve
 - o— Denotes well
 - o— Denotes monitoring well
 - o— Denotes meter box
 - o— Denotes well
 - o— Denotes back flow preventer
 - o— Denotes telephone riser
 - o— Denotes centerline
 - o— Denotes right-of-way
 - o— Denotes wood power pole
 - o— Denotes overhead power
 - o— Denotes guy wire
 - o— Denotes clay road
 - Denotes change in direction, no corner set
 - Denotes set 1/2" iron rod & cap / nail & disk # 6723
 - Denotes wetlands
 - P.C. Denotes point of curvature
 - N.T. Denotes non tangent
 - FC Denotes fence corner



NOT INCLUDED
PARCEL 130
FEE SIMPLE PER O.R. 851, PG. 1455
N50° OF S 900'
OF W 35° OF E 93'
SEC. 22-23-26

No.	Revision	Date	Appvd.



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Project Title

Wellness Way PUD

City of Clermont, Florida

Drawing Title

Existing Conditions Plan

Drawing

C-3

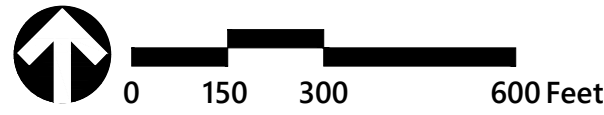
Scale Sheet of

Date Oct. 18, 2019 Project Number 63302.00

6330200-PD-EC.DWG



Source:
Lake County GIS, 2017



No.	Revision	Date	Appd.



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Project Title

Wellness Way PUD

City of Clermont, Florida
Drawing Title

Topography Plan

Drawing

C-4

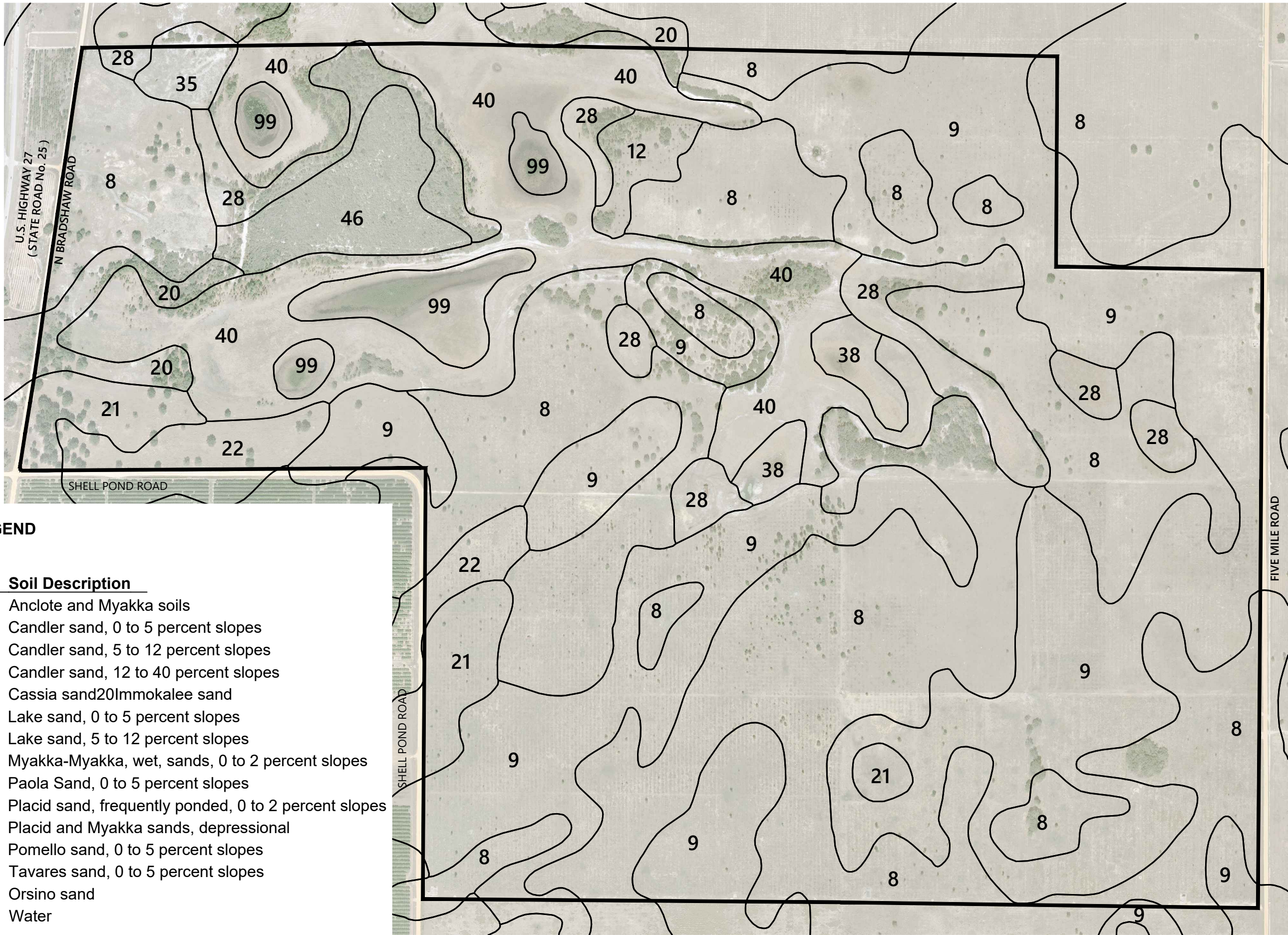
Scale Sheet of

Date: Oct. 18, 2019 Project Number: 63302.00

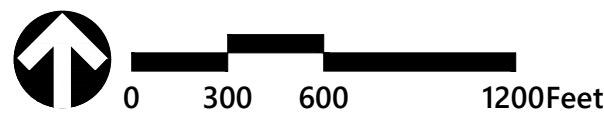
6330200--PD--TOPO.DWG



Floodplain (FEMA)



Soils

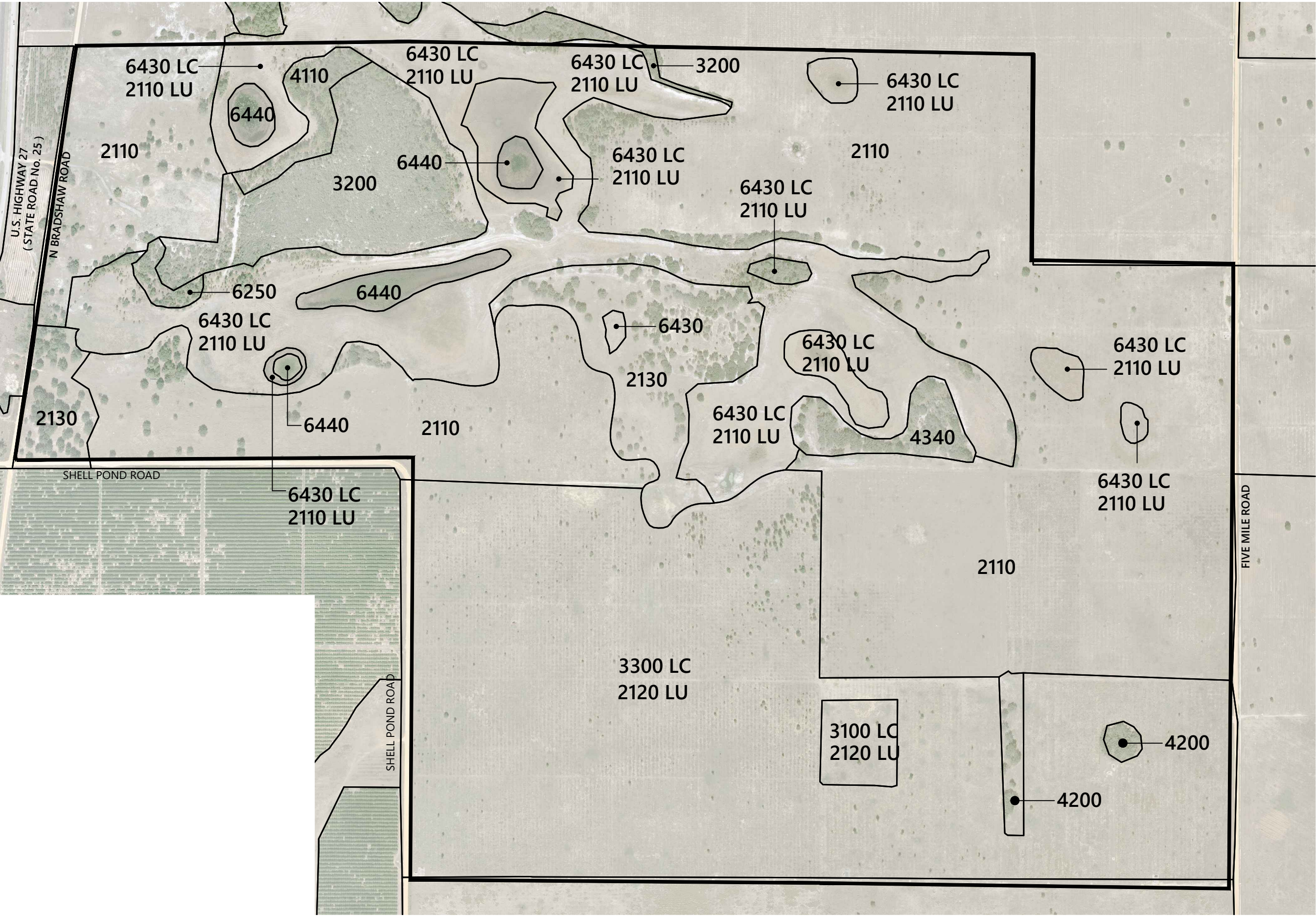


No.	Revision	Date	Appvd.

FLUCCS LEGEND	
FLUCCS CODE	FLUCCS DESCRIPTION
2110	Improved Pastures
2120	Unimproved Pastures
2130	Woodland Pastures
3100	Herbaceous
3200	Shrub and Brushland
3300	Mixed Rangeland
4110	Pine Flatwoods
4200	Upland Hardwood Forests
6250	Wet Pinelands - Hydric Pine
6430	Wet Prairies
6440	Emergent Aquatic Vegetation

LC = LAND COVER CLASSIFICATION
LU = LAND USE CLASSIFICATION

SOURCE:
LAKE COUNTY GIS



Vegetation



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Certificate of Authorization Number 3932

Project Title

Wellness Way PUD

City of Clermont, Florida
Drawing Title

Environmental Conditions Plan

Drawing

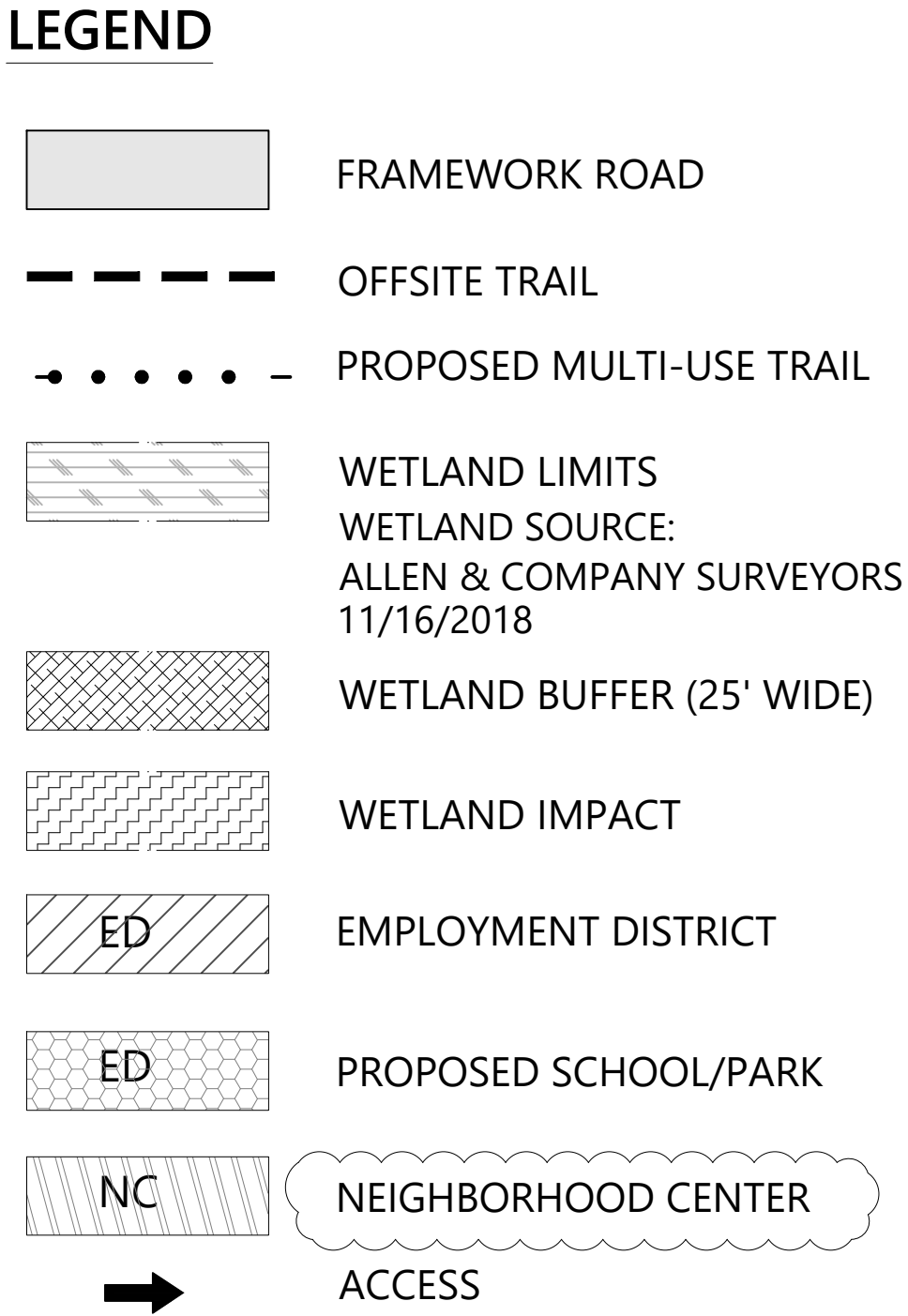
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Scale Sheet of

Date Project Number

Oct. 18, 2019 63302.00

6330200-PD-ENVIRONMENTAL.DWG

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Certificate of Authorization Number 3932

Project Title

Wellness Way PUD

City of Clermont, Florida

Development Plan

wing

C-6

Scale

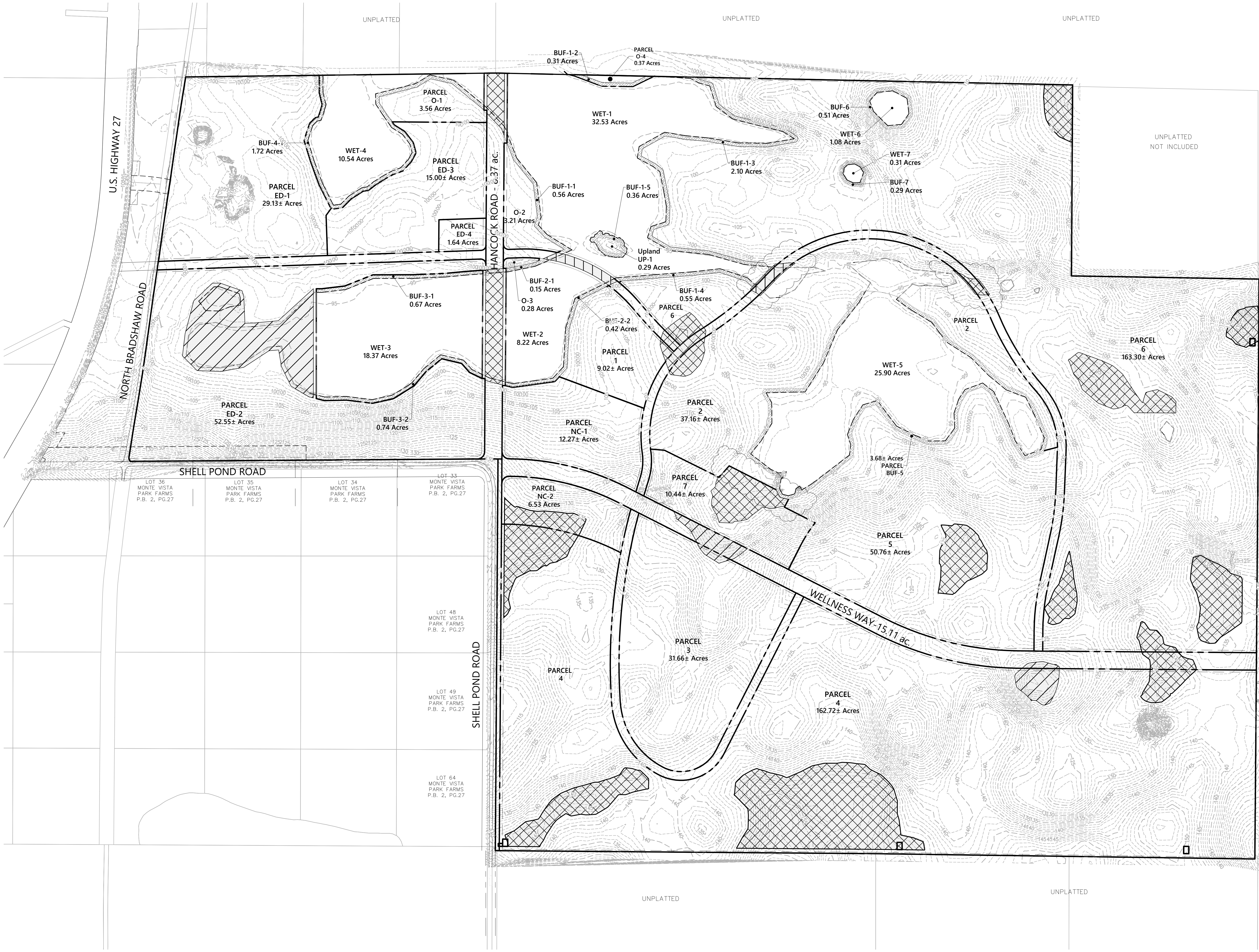
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Oct. 18, 2019

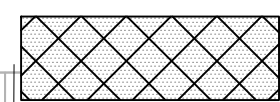
Subject Number

63302.00

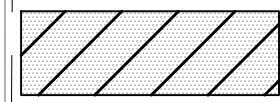
S330200-PD-DEVELOP_WET_FLOOD.DWG



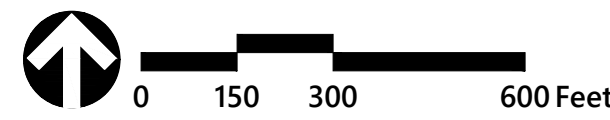
LEGEND



POTENTIAL AREAS EXCEEDING
CITY OF CLERMONT'S **10 FT.**
MAXIMUM CUT/FILL CRITERIA.
60.3 Ac. TOTAL CUT/FILL AREA
(8.1% OF PROJECT AREA)



POTENTIAL AREAS EXCEEDING
CITY OF CLERMONT'S **15 FT.**
MAXIMUM CUT/FILL CRITERIA.
13.4 Ac. TOTAL CUT/FILL AREA
(1.8% OF PROJECT AREA)



No.	Revision	Date	Appd.



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Orlando, Florida 32801
407-839-4006 • FAX 407-839-4008
Certificate of Authorization Number 3932

Project Title

Wellness Way
PUD

City of Clermont, Florida

Drawing Title

Cut & Fill
Analysis

Drawing

C-7

Scale Sheet of

Date Project Number

September 16, 2019

63302.00

6330200-PD-GRADING-WAIVER.DWG

Site Data

Gross Project Area:	743.17 ac
Preserved Wetlands:	96.95 ac
Wetland Buffers:	12.30 ac
ROW	44.03 ac
Net Developable Area:	589.89 ac
Residential Area:	469.21 ac
Economic Development District:	101.88 ac
Neighborhood Center:	18.80 ac

Current Future Land Use: Wellness Way 1/Wellness Way 4 (Lake County)
Proposed Future Land Use: Master Planned Development
Current Zoning: A (Lake County)
Proposed Zoning: PUD

Maximum Allowable Gross Density: 12 du/acre
Total Residential Units: 1,850 du (25% maximum townhomes)
Gross Density: 2.49 du/acre
Net Density: 3.60 du/ac

Maximum Allowable Gross Intensity: 0.25 FAR
Total Square Feet¹: 800,000 sf
Commercial 300,000 sf
Employment 500,000 sf
Gross FAR: 0.02 FAR
Net FAR: 0.16 FAR
¹. Elementary school square footage is not included.

Support Services:

Potable Water City of Clermont
Central Sewer City of Clermont
Reclaimed Water City of Clermont

Stormwater Management: Retention/Detention: Facilities will be designed to meet the water quality and water quantity criteria of the SJRWMD

Fire Protection: Lake County Fire Rescue/City of Clermont Fire Department
Police Protection: City of Clermont Police Department

Open Space, Parks and Community Amenities

Open Space Required: 74.30 ac (10% of the gross acreage)
Recreation Area Required: 29.72 ac (4% of the gross acreage)

- Open Space/Recreation areas shall be provided in the form of useable parks, playgrounds, tot lots, community gardens, stormwater ponds, wetlands, buffers, multi-use trails or similar related use areas.
- Open Space amenities shall qualify as neighborhood centers and will be owned, operated and maintained by the HOA.
- Each park or amenity area shall be required to have pedestrian and bicycle connections for the residents.
- Stormwater ponds with pedestrian trails shall be counted up to one-third (⅓) of the required four (4) percent recreation area.
- Amenities such as benches, and/or picnic tables, gazebos, overlooks or similar improvements must be included with trails to qualify as part of the calculated parks and community amenities requirement.

Neighborhood Form & Structure

- Average block face is calculated neighborhood by neighborhood. Block faces can be interrupted by public streets, pedestrian facilities, neighborhood centers, parks or if one side of the street is in open space, conservation area or upland preservation are for an uninterrupted five hundred (500) feet.
- Each home shall have direct access to a minimum five (5) foot wide sidewalk.
- A hierarchy of street types from arterial (where applicable) to collector streets to local streets is provided within the Wellness Way PUD. Arterial and collector streets are encouraged to include bike lanes, trails and other pedestrian/bicycle facilities. Different local street cross sections are encouraged to calm traffic within neighborhoods.

Housing Variety

- A minimum of seven (7) base model types shall be provided for the project.
- Each base model shall have multiple exterior material treatment variations and design options available for customization.
- No block face should have more than two consecutive single-family homes with the same house model, façade and/or exterior materials or color.
- There shall be a minimum of three (3) different housing product types as defined by lot configuration.
- Townhomes may be front loaded.

Garage Standards

- Garages are encouraged to be located to the side or rear of a residential lot.
- Front loaded garages must be recessed a minimum of four (4) feet behind the primary front building façade of the home and a minimum of with twenty (20) feet from the street right-of way. A front porch with a minimum depth of four (4) feet may be used to meet the minimum garage recess requirement. The qualifying front porch may encroach into the front building setback.
- Side loaded homes must incorporate windows and trim on the wall facing the front street.
- All front, street-facing facades shall have windows covering at least fifteen (15) percent of the facade's area.
- Front loaded garage lots must randomly alternate the location of driveways in relation to front façade to avoid repetition, unless utility layouts cause conflicts.
- Front facing facades may not be dominated by the garage portion of the elevation.
- Rear loaded lots may have a minimum front setback of ten (10) feet.
- Front loaded townhomes shall provide façade depth changes between units. Garage overhangs are strongly encouraged.

General Notes

- Per City of Clermont Comprehensive Plan Policy 1.24, overall density may not exceed 12 du/ac and FAR may not exceed 0.25 per acre.
- Acreages shown are approximate and subject to change with final design and platting.
- Project Phasing: The project will be developed in multiple phases. Each phase shall have sufficient infrastructure to standalone.
- Portions of the site fall within flood Zone A as shown of FIRM Panel numbers 12069C0675-E, effective December 18, 2012. Compensating storage will be provided for any encroachments that may occur. No published levels for OHWL, MHWL or 100yr flood exist. They will be determined at final engineering.
- The applicant shall submit drainage calculations and a stormwater management plan when filing for Improvement Plan approval.
- The applicant shall comply with all City of Clermont fire protection requirements.
- Buffers shall be provided consistent with Section 118-73 of the City of Clermont LDC. Interior landscape buffers between abutting property boundaries may have a shared ten (10) foot wide landscape buffer with a five (5) foot wide buffer on each lot to achieve a minimum ten (10) foot wide buffer.
- School concurrency shall be met prior to final plat approval in accordance with the Comprehensive Plan and LDC, as amended.
- Residential development may occur within the Economic Development District per the land use conversion matrix table.
- Parking shall be provided per the table of minimum parking space requirements in Section. 98-14 of the City's LDC.

Employment District/Neighborhood Center District

The maximum square footage of all Employment District tracts and Neighborhood Center Tracts shall not exceed 800,000 square feet - 500,000 square feet of employment use and 300,000 square feet of C-2 General Commercial uses. Any increase over 300,000 square feet of C-2 General Commercial Uses will require an amendment to the PUD.

Proposed Uses:

Employment District: Employment Districts are primarily designated for employment hubs with uses such as professional offices and institutional uses. Ancillary uses are permitted under the C-2 General Commercial use. Any development that is conditional under the C-2 General Commercial use shall require a Conditional Use Permit, unless prohibited below.

Prohibit uses are:

- Automobile and truck services carwashes, and automobile, truck, boat and farm equipment sales.
- Major equipment sales, manufactured housing sales, travel trailer and recreational vehicle sales.

Neighborhood Center: The Neighborhood Center shall have a maximum of 140,000 square feet.

Neighborhood Centers are primarily designated for C-1 Light Commercial uses that complement the adjacent residential uses. The uses permitted are the C-1 Light Commercial uses. The uses may include one grocery store up to 60,000 square feet, not to exceed a total maximum aggregate of 100,000 square feet in the shopping center on the northern Neighborhood Center. The southern Neighborhood Center may have up to 40,000 square feet, with any building over 16,000 square feet requiring a Conditional Use Permit. Any remaining square footage not developed in the Neighborhood Centers under the 140,000 square feet may be used in the Employment District

Trip Generation

Total PM Peak Hr Trips 3,503
Residential 1,703
Economic Development District 1,800

ITE Code		Land Use 1		Size (SF)	Units	Daily Trips	PM Peak Hr Trips				Internal Capture				Pass By				Net New External Trips			
							Total	% In	Enter	Exit	Total	Enter	Exit	%	Total	Enter	Exit	Total	Enter	Exit		
Phase I																						
820	Shopping Center	100,000	SF			6,012	543	48%	261	282	73	36	37	25%	118	56	62	352	169	183		
210	Single Family	1,550	DU			14,632	1,535	63%	967	568	22	11	11	0%	-	-	-	1,513	956	557		
220	Townhomes	300	DU			2,227	168	63%	106	62	4	2	2	0%	-	-	-	164	104	60		
Total Trips							2,246		1,334	912	99	49	50		118	56	62	2,029	1,229	800		
Buildout (2028)																						
710	General Office	500,000	SF			5,055	575	16%	92	483	57	29	29	0%	-	-	-	518	64	455		
820	Shopping Center	300,000	SF			12,690	1,225	48%	588	637	179	65	94	25%	262	131	131	784	392	412		
210	Single Family	1,550	DU			14,632	1,535	63%	967	568	76	65	94	0%	-	-	-	1,459	902	474		
220	Townhomes	300	DU			2,227	168	63%	106	62	8	65	94	0%	-	-	-	160	41	(32)		
Total Trips							3,503		1,753	1,750	320	224	311		262	131	131	2,921	1,399	1,309		

1/18, Inc.

Notes:

- Trip generation rates and equations are based on the Institute of Transportation (ITE) Trip Generation Manual 10th Edition.
- Internal capture based on NCHRP 684 Estimation Tool developed by Texas A&M Transportation Institute, Version 2013.1
- Elementary school square footage is not incuded.

Mar-19

Land Use Conversion Matrix

Land uses within the Wellness Way PUD may be exchanged based on traffic equivalents as listed below:

LAND USE	ITE CODE	PM PEAK HOUR RATE	Conversion TO ²				
			SINGLE FAMILY CONVERSION RATE	TOWNHOME CONVERSION RATE	RETAIL CONVERSION RATE	EMPLOYMENT CONVERSION RATE	MULTI-FAMILY CONVERSION RATE
SINGLE FAMILY	210	0.99		1.77	0.06	0.99	2.25
TOWNHOME	220	0.56	0.57		0.03	0.56	1.27
RETAIL ¹	820	18.00	18.18	32.14		18.00	40.91
EMPLOYMENT	710	1.00	1.01	1.79	0.06		2.27
MULTI-FAMILY ²	221	0.44	0.44	0.79	0.02	0.44	

Sources:

Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition

Notes:

¹ PM Peak Hour Rate based on 1,000 SF for Retail, General Office and Medical Office

² Multi-Family Mid-Rise with at least three dwelling units and three to 10 levels/floors

³ A land use may not be converted more than 50%.

Example:

Every 10,000 sf of retail can be exchanged for 182 single family units.

250 single family units can be gained by exchanging 15,000 square feet of retail.

Every multi-family unit can be exchanged for 440 sf of employment.

25,000 square feet of employment can be gained by exchanging 57 multi-family units.

Waiver Requests

- A waiver to Section 94-195(b)(3) of the City Code is requested to allow for maximum depth of cut or fill for construction of any roadway to exceed fifteen (15) feet for the areas indicated on Sheet C-7, Cut & Fill Analysis.
- A waiver to Section 94-195(c)(2) of the City Code is requested to allow elevation changes in topography to exceed ten (10) feet for the areas indicated on Sheet C-7, Cut & Fill Analysis.
- A waiver to Section 102-12(b)(1) of the City Code is requested to allow a minimum setback of twenty (20) feet from the right-of-way lines of US 27 and Wellness Way (Shell Pond Road) to the off-site ground sign.
- A waiver to Section 102-15(e)(4) of the City Code is requested to allow off-site signage at the intersection of Wellness Way (Shell Pond Road) and US 27, and at the intersection of Shell Pond Road Easement Area (as identified on the boundary survey) and US 27 meeting the following standards:
 - Maximum sign area = 60 square feet
 - Maximum sign height = 20 feet (ornamental architectural elements permitted up to thirty (30) feet height for no more than fifty (50) percent of the sign width)
 - Sign setbacks = 20 feet from US 27 and 20 feet from Wellness Way (Shell Pond Road)
- A waiver to Section 110-192(1) of the City Code is requested to allow private streets with gates.
- A waiver to Section 110-192(7) of the City Code is requested to allow private dead-end streets of less than one hundred fifty (150) feet in length to terminate without a cul-de-sac.
- A waiver to Section 110-193 of the City Code is requested to allow a minimum right-of-way width of fifty (50) feet for local streets in lieu of sixty (60) feet.
- A waiver to Section 110-195(b) of the City Code is requested to allow construction of a twenty (20) foot wide one-way alleys with twelve (12) feet of pavement as long as twenty (20) feet of unobstructed emergency access is maintained.
- A waiver to Section 118-71(1) of the LDC is requested to allow street trees within the right-of-way along the frontage of a residential lot to count toward the minimum number of required trees on the lot and to allow such trees to be less than 6 feet from curbs and sidewalks as long as a minimum of 5 feet of clearance is provided between the tree and any public potable water, wastewater or reclaimed water main.
- A waiver to Section 122-3196(b)(4) of the City Code is requested to allow individual phases of the PUD to exceed the overall density of the PUD and to allow individual phases of the PUD to be developed without providing common open space in proportion to that contained within the entire PUD.

Development Standards

Residential Development Standards (Parcels 1-6)

	Two-Family Semi-Detached Dwelling Units (Duplex)	Single Family Attached Dwelling Units (Townhomes)	Single Family Detached Dwelling Units	
			Rear Loaded	Front Loaded
Minimum Lot Width	50 ft	18 ft	32 ft - 40 ft	40 ft+ -70 ft
Minimum Living Area (square feet)	1,000	1,000	1,200	1,500
Minimum Lot Depth	100 ft	110 ft	110 ft	120 ft
Minimum Front Building Setback (front load/rear load)	15 ft	20 ft/15 ft	15 ft	20 ft
Minimum Front Porch Setback	10 ft	10 ft	10 ft	10 ft
Minimum Garage Setback (front/rear) (measured from edge of pavement)	20 ft/20 ft	20 ft/20 ft	20 ft/20 ft	20 ft/20 ft
Minimum Side Yard Setback	5 ft	0 ft/5 ft (end units)	5 ft	5 ft
Setback From Side Street	15 ft	15 ft	15 ft	15 ft
Minimum Rear Yard Setback	20 ft	20 ft	N/A	20 ft
Minimum Rear Yard Setback for Pools, Patios, Decks or Ancillary Structures	N/A	5 ft	5 ft	5 ft
Rear Setback from Edge of Alley Pavement ³	N/A	20 ft	20 ft	N/A
Minimum Building Separation	10 ft	10 ft	10 ft	10 ft
Maximum Impervious Surface Ratio (ISR) ¹	0.85	0.85	0.75	0.75
Maximum Building Height ²	40 ft	40 ft	40 ft	40 ft
Setback from Normal High Water Line, Mean High Water Line, or Jurisdictional Wetland Line	50 ft	50 ft	50 ft	50 ft
Minimum Front Yard Utility Easement	10 ft	10 ft	10 ft	10 ft
Minimum Side and Rear Yard Drainage and Utility Easement	5 ft	5 ft	5 ft	5 ft

¹The maximum allowable ISR for the overall PUD development shall be 0.60. Individual lot ISR may exceed 0.60 as shown in the table above as long as overall maximum is not exceeded.

²The maximum height for recreational amenity buildings shall be 75 ft.

³ Detached garages shall be setback a minimum of 3 feet

Employment District/Neighborhood Commercial Development Standards

	Commercial	Employment	Apartment	Townhomes
Building Height	35 feet/2-stories	35 feet/2-stories	45 feet/3-stories	35 feet/2-stories
Max. Impervious	75%	75%	75%	70%
Max. Lot Coverage	75%	75%	75%	70%
Building Separation	N/A	N/A	20 feet	5 feet
Minimum Yard Setbacks ^{1,4,5}				
Front	25 feet/50 feet from US 27	25 feet/50 feet from US 27	25 feet/50 feet from US 27	15 feet/50 feet from US 27
Side ²	12 feet	12 feet	12 feet	5 feet
Side Street	25 feet	25 feet	25 feet	15 feet
Rear ³	25 feet/50 feet from US 27	25 feet/ 50 feet from US 27	25 feet/50 feet from US 27	20 feet/50 feet from US 27
NHWE ³	25 feet	25 feet	25 feet	25 feet

¹When a conditional or commercial use abuts a residential use, the conditional or commercial use shall provide a landscaped buffer strip along the abutting property line unless the residential use is within the Employment District boundary.

²On corner lots, a side yard setback of 50 feet shall be maintained on US 27 and a side yard setback of 25 feet shall be maintained from all other streets and 12 feet on the interior side yard. However, a side setback of 25 feet shall be maintained adjacent to property zoned or used as residential.

³No construction encroachment may occur in any designated 100-year floodplain except in accordance with policies of the adopted Comprehensive Plan and after formal approval of a site development plan by the Administrative Official.

⁴Buffer strip. When a conditional or commercial use abuts a residential use, the conditional or commercial use shall provide a landscaped buffer strip along the abutting property line unless the residential use is within the Employment District boundaries.

⁵Other setbacks. All yard setbacks for principal buildings shall be a minimum of 25 feet from established high-water marks. No construction encroachment may occur in any designated 100-year floodplain except in accordance with policies of the adopted comprehensive plan and after formal approval of a site development plan by the administrative official.



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Project Title

Wellness Way PUD

City of Clermont, Florida

Drawing Title

Development Standards

Drawing

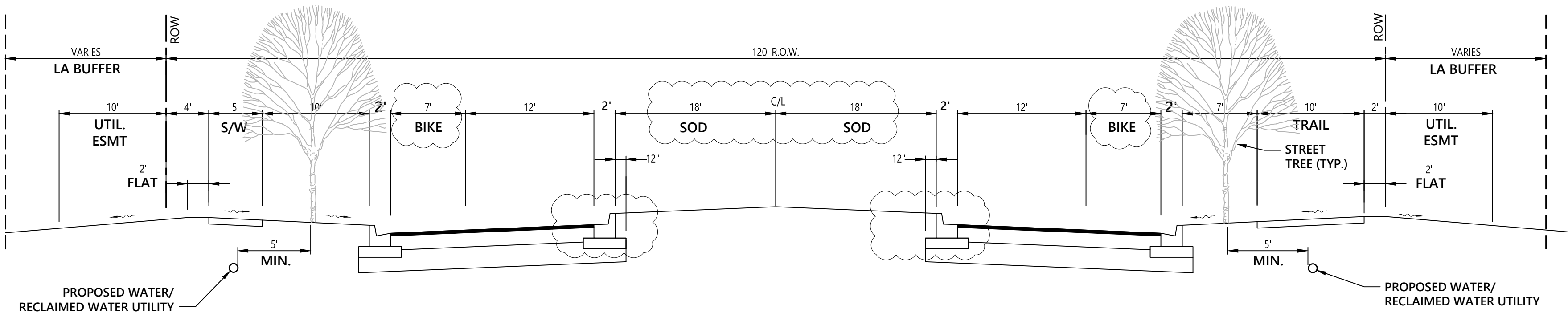
C-8

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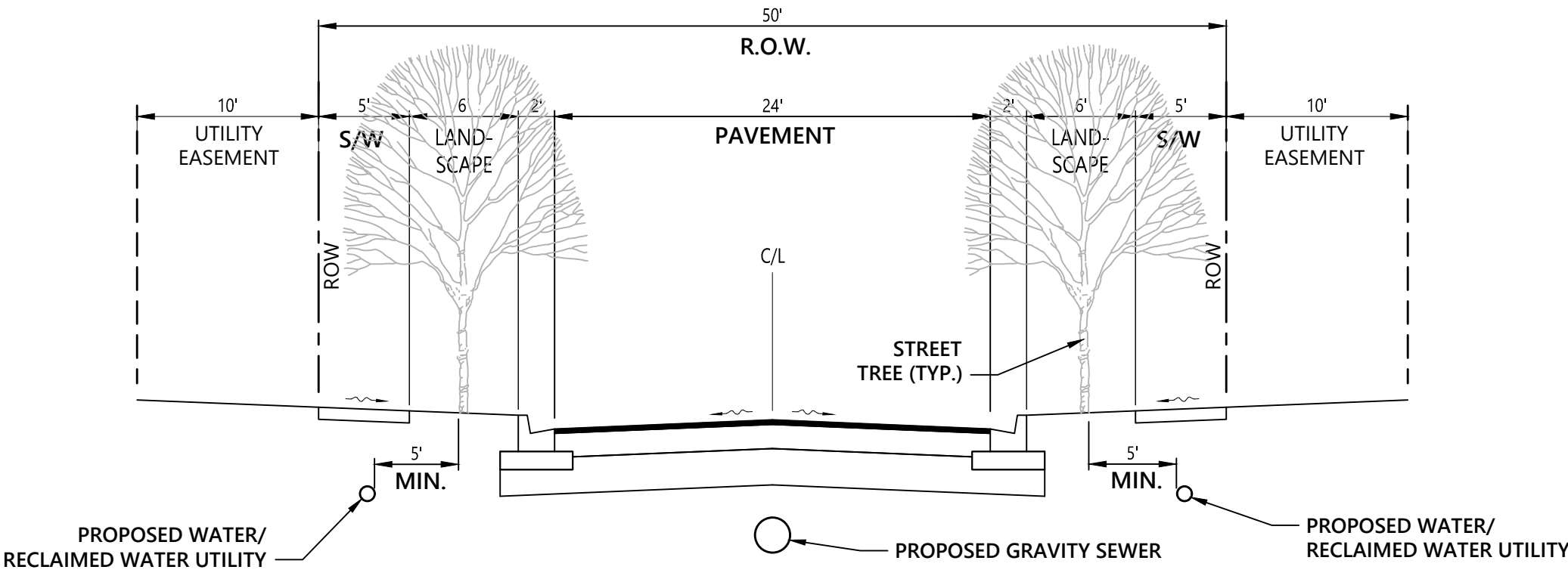
Date Project Number

Oct. 18, 2019 63302.00

6330200--PD--NOTES.DWG

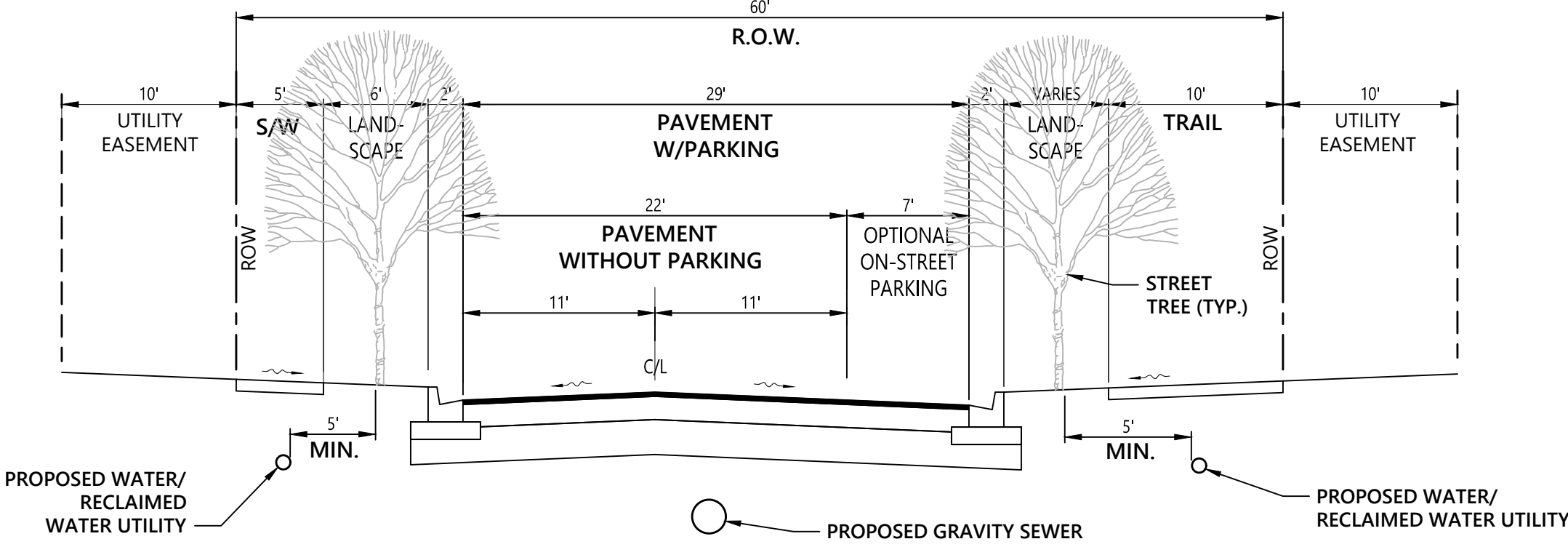


A - Typical Road Section - Wellness Way & Hancock Road
N.T.S.

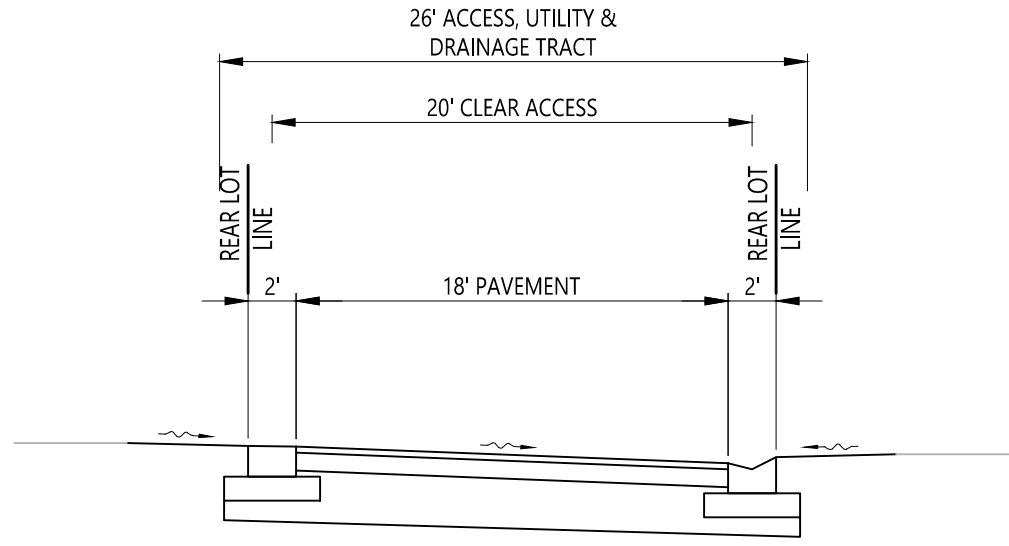


FOR RESIDENTIAL DEVELOPMENT .
INCLUDES SIGNAGE TO ALLOW PARKING ON ONE SIDE OF ROAD ONLY.

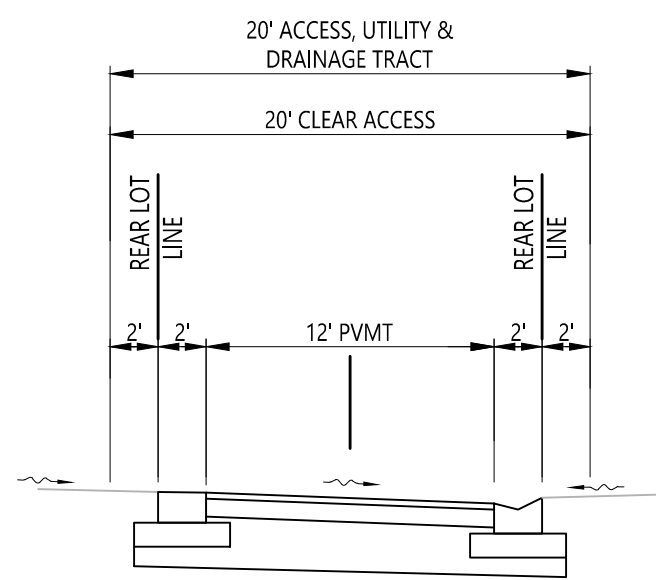
Typical Residential Road Section (50' ROW)
N.T.S.



B - Typical Road Section (60' ROW)
N.T.S.



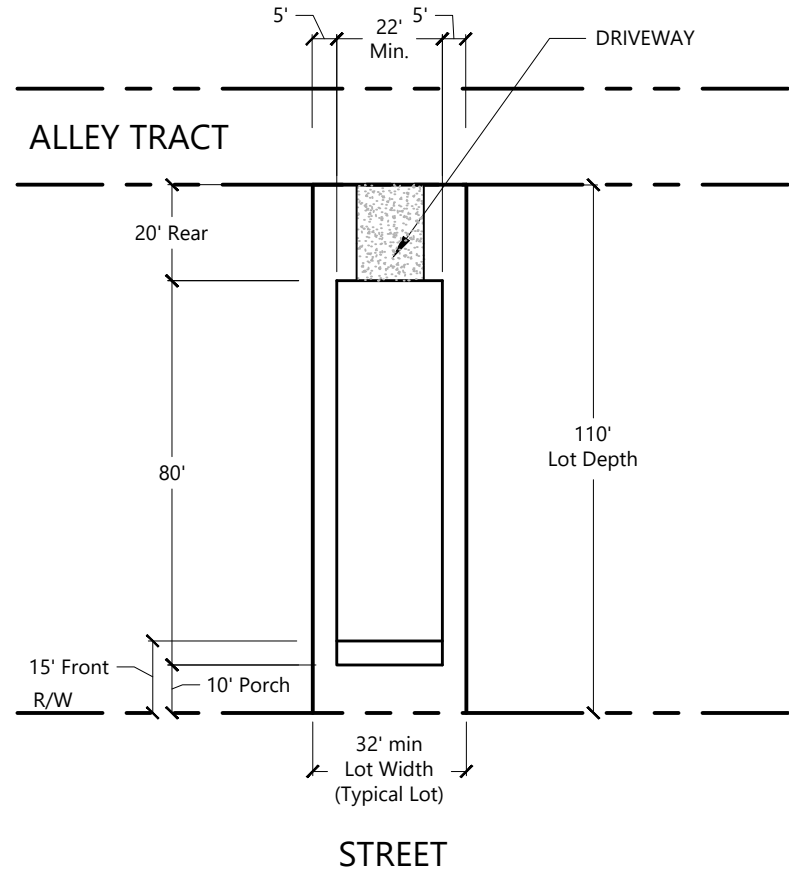
Typical Alley Road Section - Two Way
N.T.S.



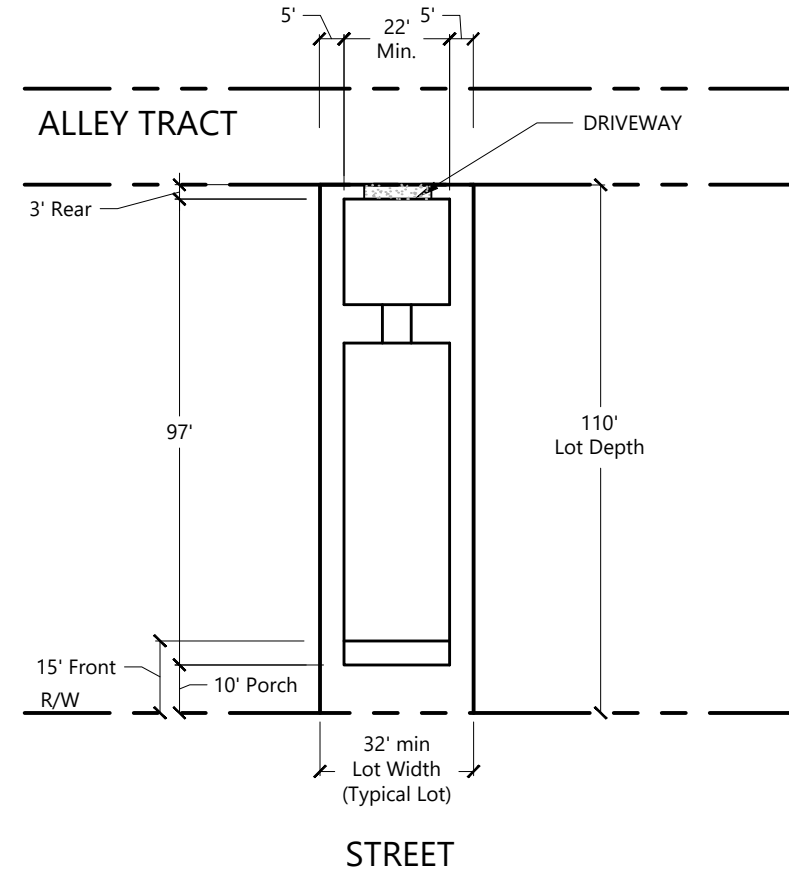
Typical Alley Road Section - One Way
N.T.S.

NOTES

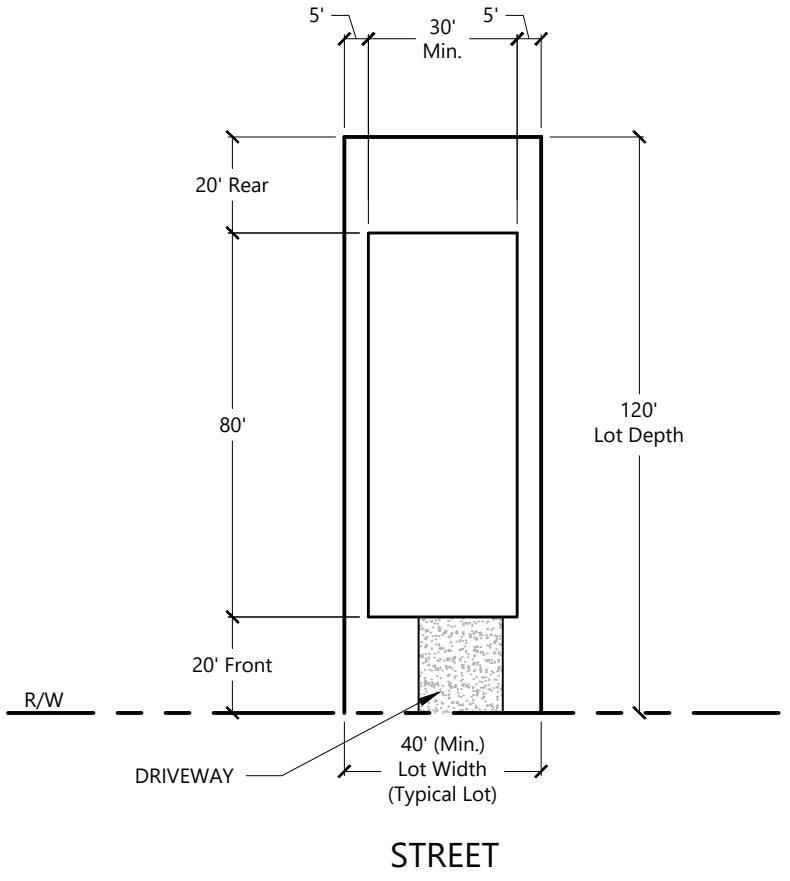
1. Each lot shall include a minimum 10' front yard utility easement.
2. Each lot shall include a minimum 5' side and rear yard drainage and utility easement.
3. Street corner radius shall not effect street side yard or front setbacks.



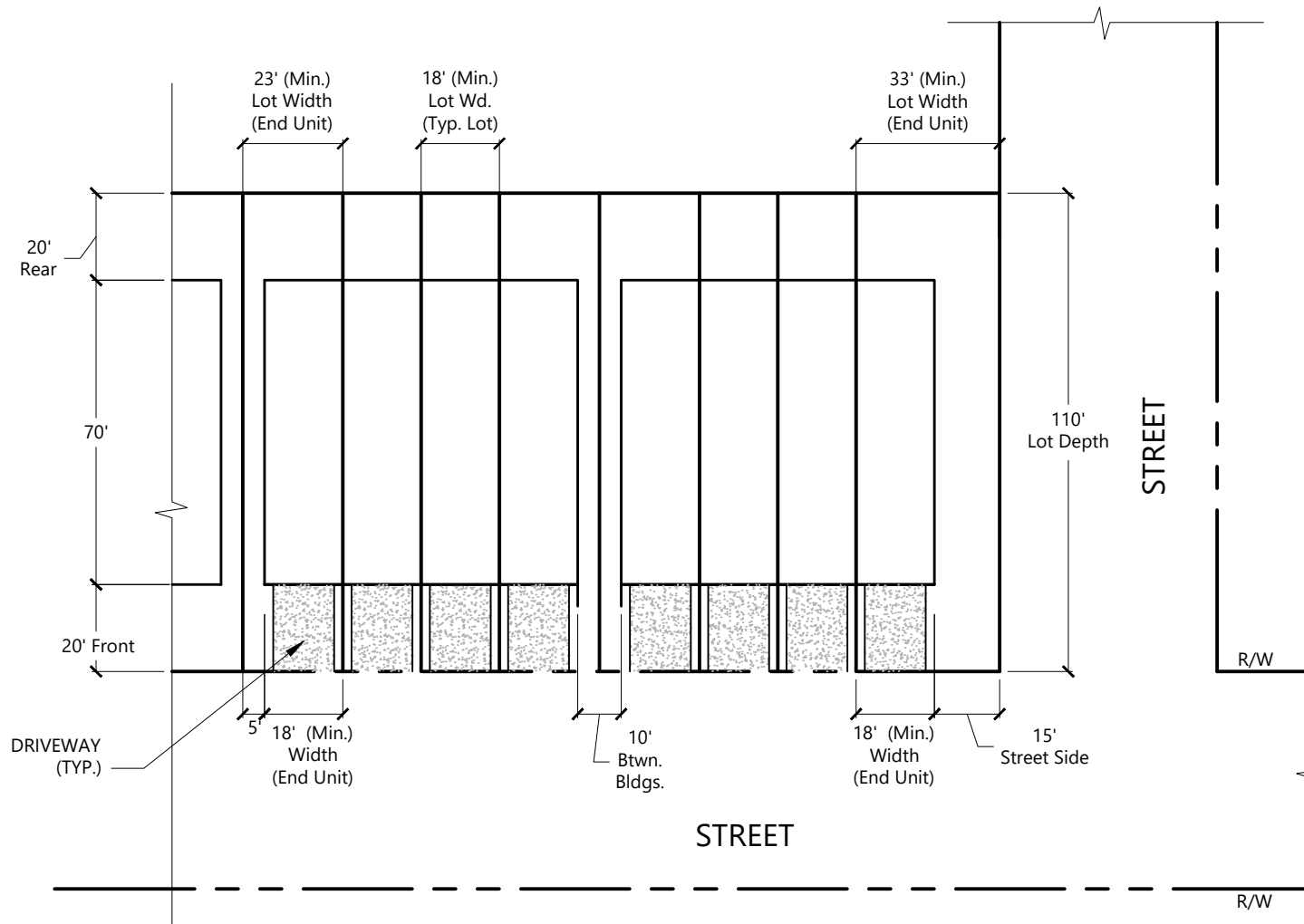
**32' - 40' x 110' Single-Family Lot
(Rear Loaded)**
Scale: 1"=40'



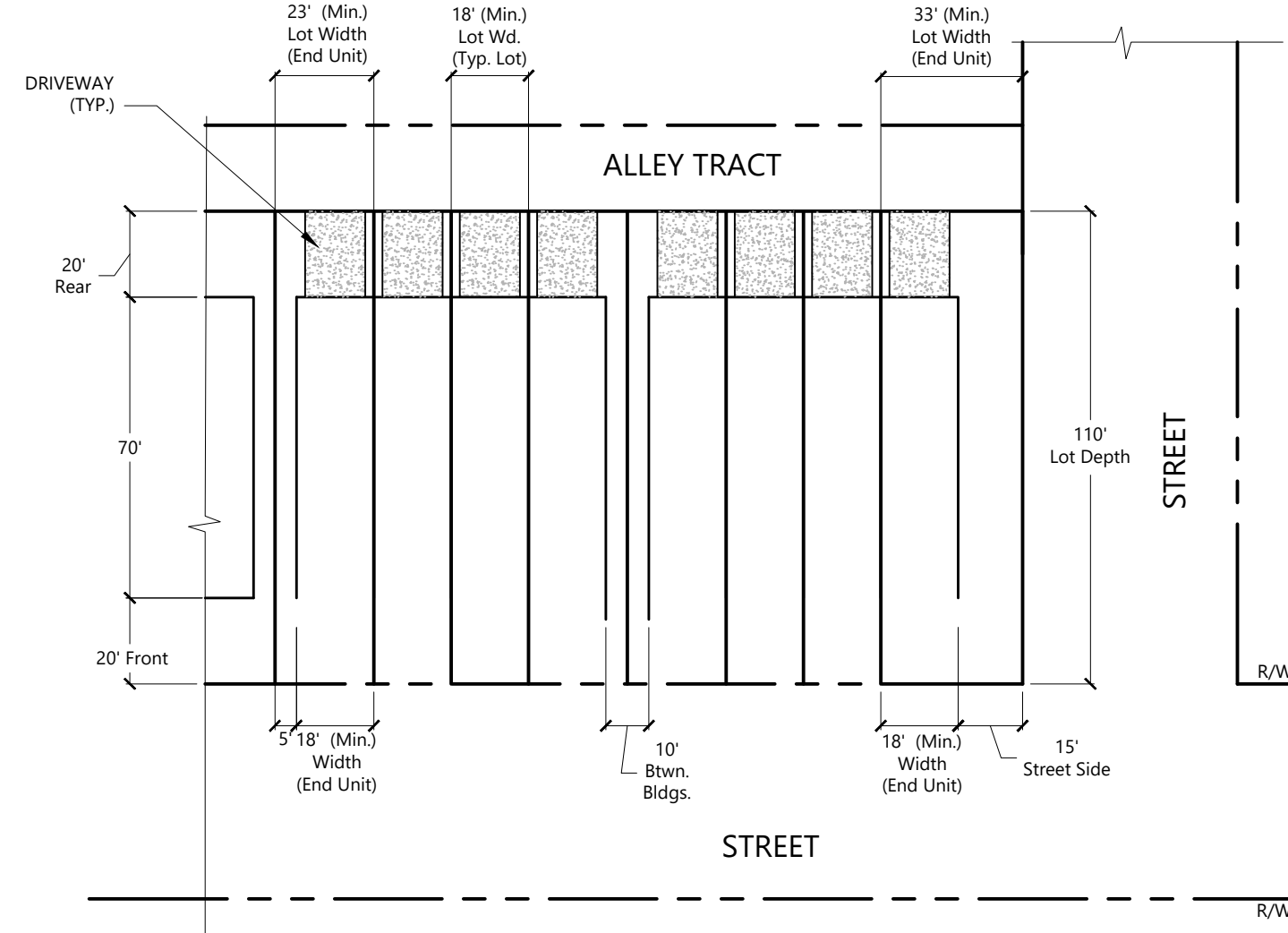
**32' - 40' x 110' Single-Family Lot
(Rear Loaded with Detached Garage)**
Scale: 1"=40'



**40' - 70' x 120' Single-Family Lot
(Front Loaded)**
Scale: 1"=40'



**18' - 25' x 110' Townhome
(Front Loaded)**
Scale: 1"=40'



**18' - 25' x 110' Townhome
(Rear Loaded)**
Scale: 1"=40'

No.	Revision	Date	Appvd.



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Project Title

**Wellness Way
PUD**

City of Clermont, Florida

Drawing Title

**Typical Lot
Diagrams &
Road Sections**

Drawing

C-9

Scale

Sheet of

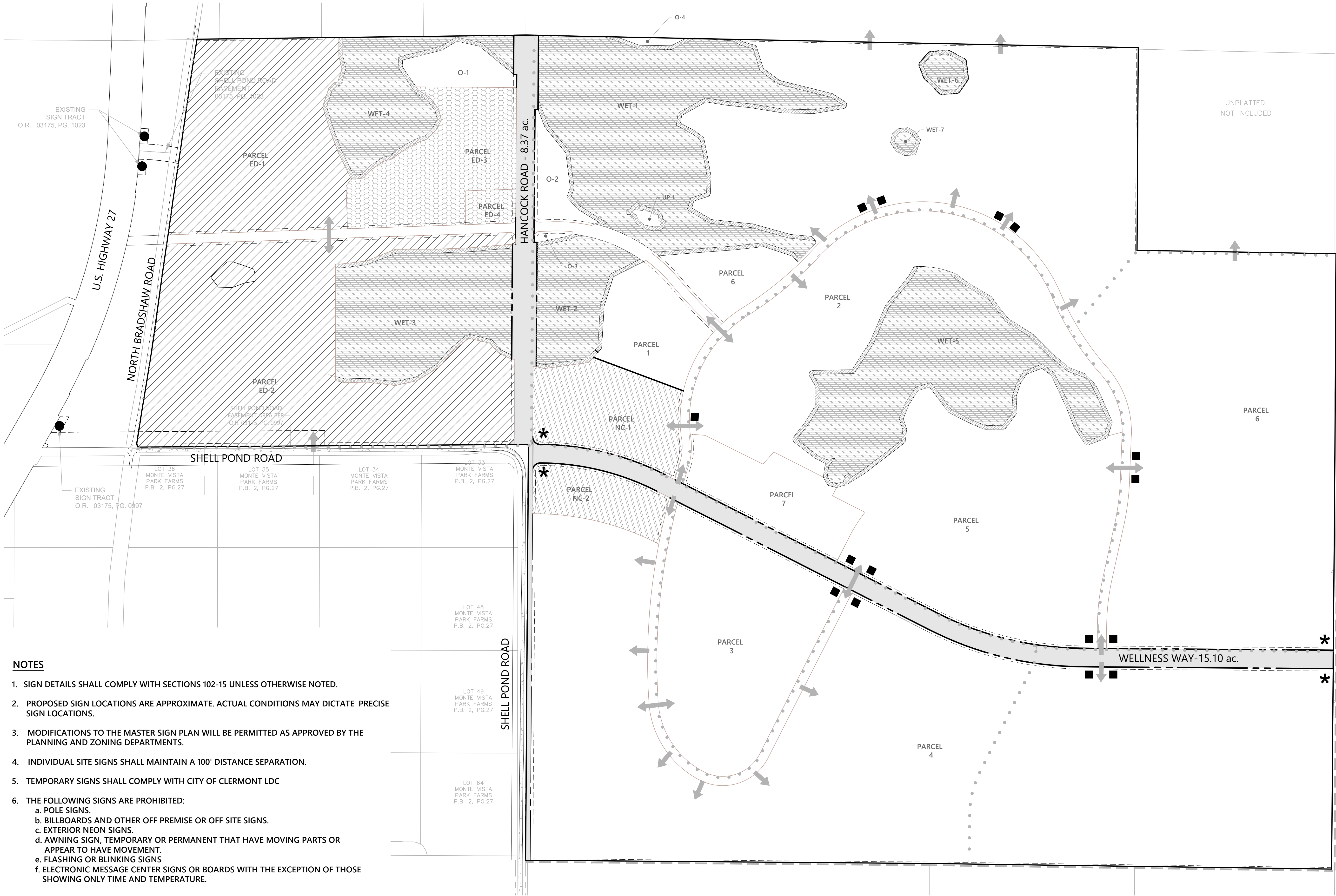
Date

Project Number

Oct. 18, 2019

63302.00

6330200-PD-LOT DIAGRAM.DWG



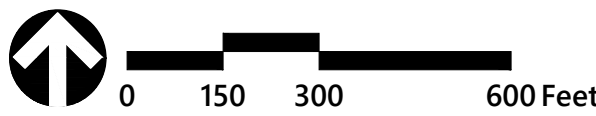
NOTES

- SIGN DETAILS SHALL COMPLY WITH SECTIONS 102-15 UNLESS OTHERWISE NOTED.
- PROPOSED SIGN LOCATIONS ARE APPROXIMATE. ACTUAL CONDITIONS MAY DICTATE PRECISE SIGN LOCATIONS.
- MODIFICATIONS TO THE MASTER SIGN PLAN WILL BE PERMITTED AS APPROVED BY THE PLANNING AND ZONING DEPARTMENTS.
- INDIVIDUAL SITE SIGNS SHALL MAINTAIN A 100' DISTANCE SEPARATION.
- TEMPORARY SIGNS SHALL COMPLY WITH CITY OF CLERMONT LDC
- THE FOLLOWING SIGNS ARE PROHIBITED:
 - POLE SIGNS.
 - BILLBOARDS AND OTHER OFF PREMISE OR OFF SITE SIGNS.
 - EXTERIOR NEON SIGNS.
 - AWNING SIGN, TEMPORARY OR PERMANENT THAT HAVE MOVING PARTS OR APPEAR TO HAVE MOVEMENT.
 - FLASHING OR BLINKING SIGNS
 - ELECTRONIC MESSAGE CENTER SIGNS OR BOARDS WITH THE EXCEPTION OF THOSE SHOWING ONLY TIME AND TEMPERATURE.

	GROUND SIGN TYPE	NUMBER OF SIGNS	MAX. HEIGHT TO GROUND ALLOWED PER CODE	MAX. WIDTH ALLOWED PER CODE	MAX. COPY AREA ALLOWED PER CODE	MAX. HEIGHT TO GROUND PROVIDED	MAX. WIDTH PROVIDED	MAX. COPY AREA PROVIDED
●	GATEWAY SIGN (U.S. HIGHWAY 27)	3	10'	10'	60 S.F. (ARTERIAL ROADWAY)	15'	20'	WAIVER REQUESTED
★	COMMUNITY IDENTIFICATION	4	8'	10'	48 S.F. (COLLECTOR ROADWAY)	15'	20'	PER CODE
■	RESIDENTIAL SUBDIVISION/MULTI-FAMILY	15	8' - SUBDIVISION 9' - MULTI-FAMILY	N/A	32 S.F. (INTERNAL ROADWAY)	PER CODE	PER CODE	PER CODE

LEGEND

- FRAMEWORK ROAD
- OFFSITE TRAIL
- PROPOSED MULTI-USE TRAIL
- WETLAND LIMITS
WETLAND SOURCE:
ALLEN & COMPANY SURVEYORS
11/16/2018
- WETLAND BUFFER (25' WIDE)
- ED
EMPLOYMENT DISTRICT
- ED
PROPOSED SCHOOL/PARK
- NC
NEIGHBORHOOD CENTER
- ACCESS



No.	Revision	Date	Appvd.



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Certificate of Authorization Number 3932

Project Title

Wellness Way PUD

City of Clermont, Florida

Drawing Title

Master Sign Plan

Drawing

C-10

Scale

Sheet of

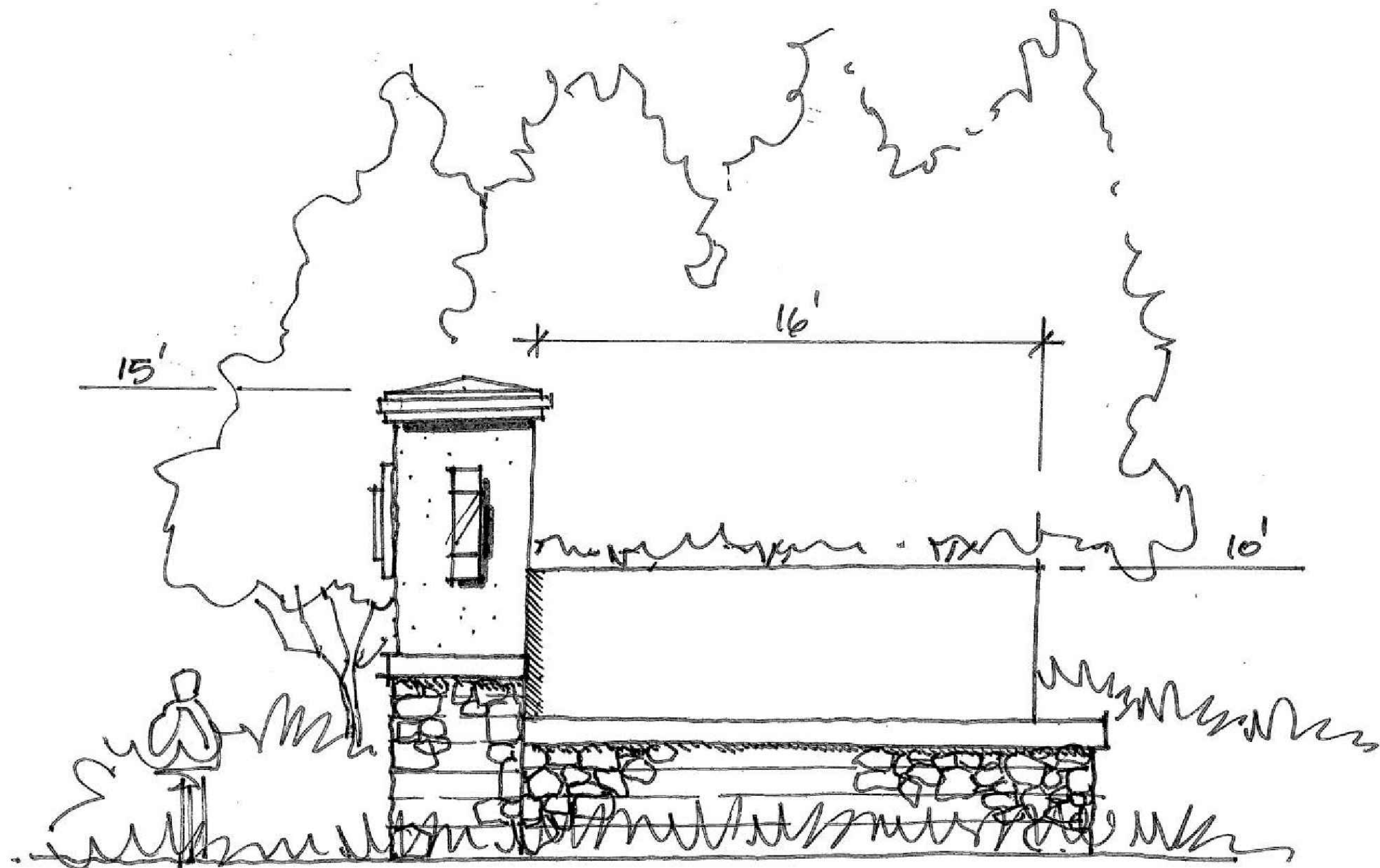
Date

Oct. 18, 2019

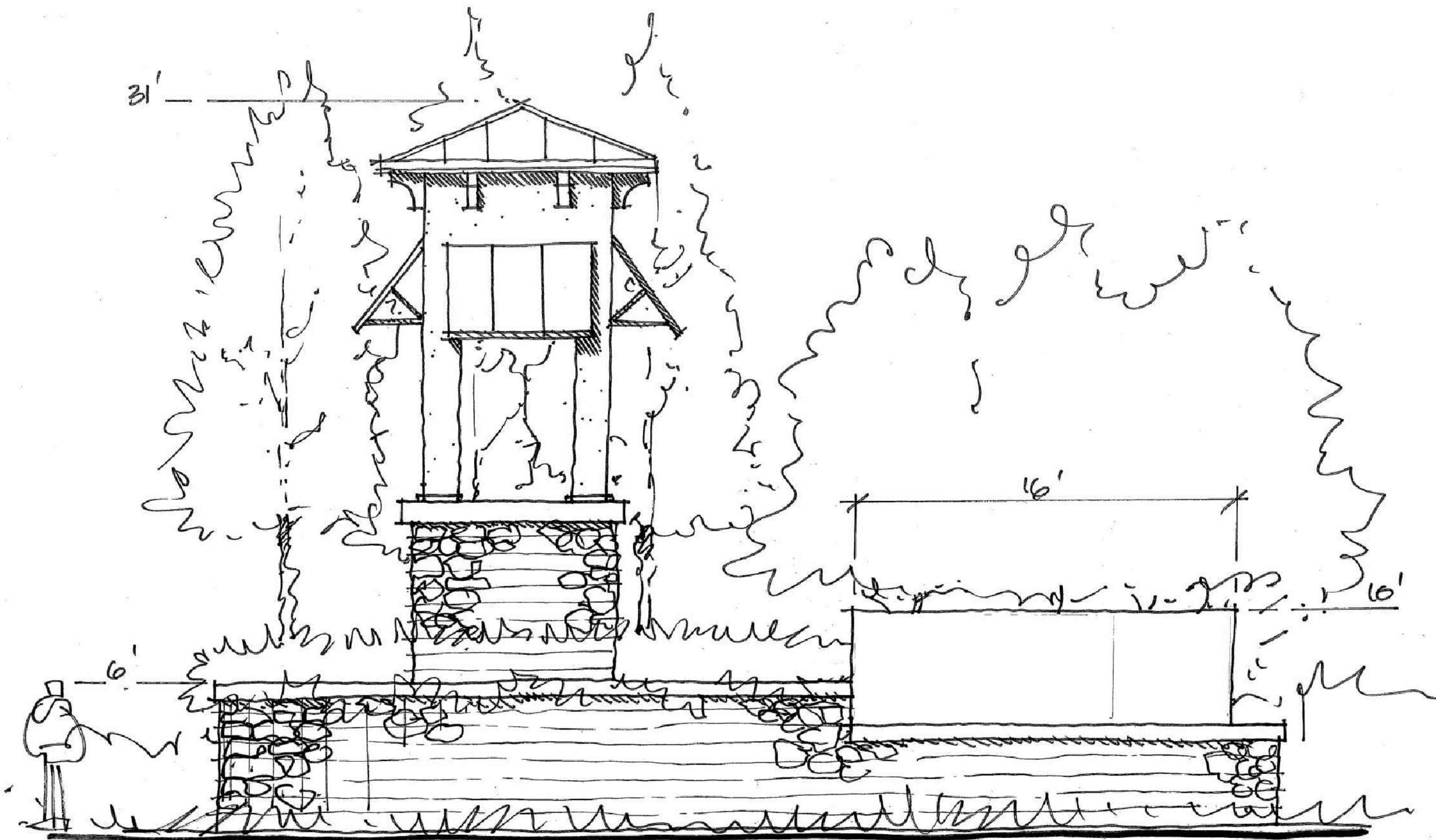
Project Number

63302.00

6330200-PD-SIGN.DWG



A - Community Identification Sign
N.T.S.



B - Gateway Sign
N.T.S.

No.	Revision	Date	App'd.



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Orlando, Florida 32801
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Certificate of Authorization Number 3932

Project Title

Wellness Way
PUD

City of Clermont, Florida

Sign Character
Sketches

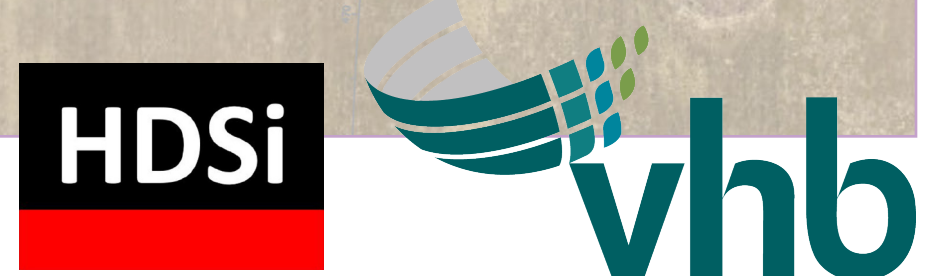
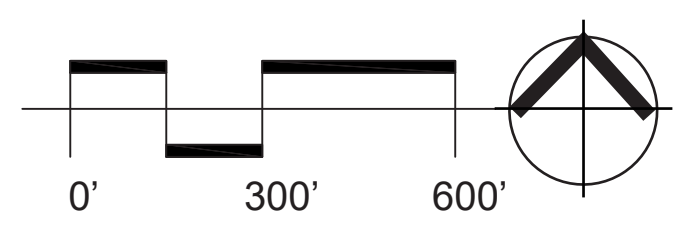
C-11

Scale _____ Sheet _____ of _____
Date _____ Project Number _____
Oct. 18, 2019 63302.00



WELLNESS WAY
MASTER PLAN
 Lake County ▪ Florida

NOTE: THE INFORMATION PROVIDED ON THIS DOCUMENT SHOULD BE TREATED AS CONCEPTUAL ONLY AND MAY BE SUBJECT TO CHANGE © 2018 VHB



DATE: October 18, 2019
 PROJECT NUMBER: 63302.00
 225 E. Robinson St, Suite 300 | Orlando, Florida 32801
 Tel: 407.839.4006 | Fax: 407.839.4008 | www.vhborlando.com

FILE PATH: \\vhb\gb\proj\Orlando\63302.00 Lennar-Wellness Way\graphics\BOARDS\Rendered Master Plan\ Master Plan 300sc 24x36.indd

Exhibit 4

Proportionate Share Calculation

The deficient roadway segments listed in the previous section will require mitigation via a proportionate share cost or physical improvements to the deficient roadways. The County, City and area property owners including South Lake Crossings are in the process of establishing a term sheet for the delivery of the Wellness Way Framework Streets which prioritize the two-lane (future four-lane) Wellness Way and Hancock Road Extension. A resolution supporting the Wellness Way Transportation Network will be presented to the Lake County Board of County Commissioners for approval at the May 7, 2019. Therefore, the proportionate share costs provided in the **Table 10** include impacts to the Wellness Way Framework Streets regardless of an identified deficiency assuming the ultimate build of a four-lane roadway and four-lane capacity. It is the intent that proportionate share costs be pipelined to advance the acquisition of right-of-way adjacent to Conserve II for Wellness Way and design, permitting and construction of Wellness Way, Hancock Road Extension, and CR 455/Hartle Road Extension.

Cost per mile was based on the Lake County construction cost per the CEMEX Agreement with an adjustment of 10% for contingency, 12% for design, and 10% for CEI for an adjustment factor of 1.32. The 2018 FDOT Long Range Estimate Cost Per Mile Model was also used with an adjustment of 10% for design and 10% for CEI. Cost per mile calculations are provide in **Table 10**.

Table 10 summarizes the proportionate share cost based on the product of the cost for the improvement and the ratio of peak hour projects trip to the added peak hour capacity. The proportionate share cost calculated for the buildout of South Lake Crossings is \$7,701,691.

Table 10 - Proportionate Share Calculation (Buildout)

Roadway	Segment	Peak Hour Capacity			Length	Cost per Mile Assumptions ¹			PK Hr Project Trips	Signific	Defic	Proportionate Share
		Existing/Committed	Future	Added		Source	Total	Segment Cost				
CR 455/Hartle Rd	Hartwood Marsh Rd to Wellness Way	0	3,580	3,580	3.25	FDOT	\$ 5,175,342	\$ 16,819,862	42	N	Y	\$ 197,327.98
	Wellness Way to E-W Connector	0	3,580	3,580	1.32	FDOT	\$ 5,175,342	\$ 6,831,451	134	Y	N	\$ 255,702
S Hancock Rd	Hook St to Johns Lake Rd	1,440	3,222	1,782	1.22	FDOT	\$ 3,434,590	\$ 4,190,199	155	Y	Y	\$ 364,467
	Johns Lake Rd to Hartwood Marsh Rd	1,440	3,222	1,782	1.75	FDOT	\$ 3,434,590	\$ 6,010,532	207	Y	Y	\$ 698,193
	Fuqua Boundary to Conserve	0	3,580	3,580	0.66	FDOT	\$ 5,175,342	\$ 3,415,726	318	Y	N	\$ 303,408
	Conserve to Wellness Way	0	3,580	3,580	0.74	FDOT	\$ 8,938,253	\$ 6,614,307	498	Y	N	\$ 920,091
Hartwood Marsh Rd	US 27 to Hancock Rd	1,197	2,628	1,431	0.71	FDOT	\$ 5,175,342	\$ 3,674,493	43	N	Y	\$ 110,415
	Hancock Rd to N 90 Degree Bend	1,197	2,628	1,431	1.44	FDOT	\$ 5,175,342	\$ 7,452,492	43	N	Y	\$ 223,939
Wellness Way	N 90 Degree Bend to Orange County Line	1,197	2,628	1,431	1.59	FDOT	\$ 5,175,342	\$ 8,228,794	16	N	Y	\$ 92,006
	US 27 to Hancock Road	1,440	3,580	2,140	0.61	Lake Co	\$ 1,650,000	\$ 1,006,500	560	Y	N	\$ 263,383
	Hancock Road to 1.12 miles east	0	3,580	3,580	1.12	FDOT	\$ 8,938,253	\$ 10,010,844	804	Y	N	\$ 2,248,245
	1.12 miles east to County Line	0	3,580	3,580	2.23	FDOT	\$ 5,175,342	\$ 11,541,013	628	Y	Y	\$ 2,024,513
Total												\$ 7,701,691

Notes:

¹ Cost per mile based on Construction Cost per the Lake County CEMEX Agreement and 2018 FDOT Long Range Estimate Cost Per Mile Model (see tables below)

Lake County Cost

Improvement	Construction Cost per mile (CEMEX Agreement)	Adjustment Factor	Total Cost
New 2L Urban - Future 4L	\$ 3,675,000	1.32	4,851,000
New 2L Rural Undivided w/ 4' shoulder	\$ 1,624,350	1.32	2,144,142
Widen 2L inside 4L divided, Urban	\$ 1,250,000	1.32	1,650,000

Adjustment Factor = 1.32 (assumes 10% contingency, 12% design and 10% CEI)

2018 FDOT Long Range Estimate Cost Per Mile Model

Improvement	LRE Construction Cost per mile	Design (10%)	CEI (10%)	Total
New Urban 2LU (w/ 4' bike lanes)	\$ 4,981,800	\$ 498,180.00	\$ 498,180.00	\$ 5,978,160
New Rural 2L (w/ 5' paved shoulders)	\$ 2,202,091	\$ 220,209.10	\$ 220,209.10	\$ 2,642,509
New Rural 3LU with 5' paved shoulder and turn lanes	\$ 2,673,585	\$ 267,358.51	\$ 267,358.51	\$ 3,208,302
New Rural 4 LD (w/ 2' paved shoulders inside, 5' outside)	\$ 4,312,785	\$ 431,278.50	\$ 431,278.50	\$ 5,175,342
New Urban 4L (w/ 22' median and 4' bike lanes)	\$ 7,448,544	\$ 744,854.44	\$ 744,854.44	\$ 8,938,253
Widen 2L to 4L Divided, Rural	\$ 2,862,158	\$ 286,215.80	\$ 286,215.80	\$ 3,434,590

Based on Long Range Estimate Cost per Mile Model (3/20/2019)



**CITY OF CLERMONT
REZONING
APPLICATION**

DATE: _____

FEE: \$542.⁰⁰
+ cost of advertisement

PROJECT NAME (if applicable): _____

APPLICANT: Shutts & Bowen

CONTACT PERSON: Daniel O'Keefe

Address: 300 S. Orange Ave., Suite 1600

City: Orlando State: FL Zip: 32801

Phone: 407-835-6956 Fax: _____

E-Mail: dokeefe@shutts.com

OWNER: South Lake Crossings I LLC; South Lake Crossings III LLC

Address: PO Box 135

City: Windermere State: FL Zip: 34786

Phone: _____ Fax: _____

Address of Subject Property: 14811 Shell Pond Road

Legal Description (include copy of survey): _____

please see attached

Acreage: _____ Land Use: Wellness Way (Lake County)
(City verification required)

Present Zoning: A (Lake County) Proposed Zoning: PUD
(City verification required)



**CITY OF CLERMONT
REZONING
FILING INSTRUCTIONS**

Any person requesting a Rezoning shall file a complete application and pay a fee as established by resolution of the City Council in the Development Services Department on or before the 1st day of the month; Complete applications may then be scheduled for Public Hearings the following month - on the 1st Tuesday (Planning & Zoning Commission), 2nd Tuesday (City Council first reading only) and 4th Tuesday (City Council adoption). All applications must be complete, and include applicable site plans and/or pertinent descriptive materials in order to be processed. Dependent upon the scope and/or magnitude of a particular project, scheduling of one or more City Council workshop(s) may also be necessary and additional time may be required prior to being scheduled for public hearings.

A Pre-Application meeting with the Development Services Director (or designated staff) may be required prior to submittal of the application. Please check with the Development Services Department staff.

The Applicant shall provide the following information with this application:

- ▶ Completed application. Include all signatures:
 - ◇ Applicant's signature (if different from owner of record)
 - ◇ Owner's signature (owner of record) unless power of attorney or notarized letter authorizing the applicant to act as the duly authorized agent for the owner is submitted with the application.
- ▶ Proof of ownership – (i.e. Lake County Property record card, tax receipt, deed, or tax receipt)
- ▶ Plot plan (drawn to scale) of the property involved showing the location of existing buildings or structures and the location of proposed buildings or structures which specifically delineates and illustrates the extent of the rezoning request. Maximum size for plans is 11" x 17" (two full size copies for detail as needed, depending on rezoning)
 - a. Name, address and phone number of the applicant.
 - b. North arrow, date and scale.
 - c. Property lines, existing structures, proposed structures and contiguous streets.
 - d. A short description of the proposed structural usage.
 - e. A topographical map with five (5) foot contour lines (if deemed necessary for clarification purposes by City staff).
- ▶ Fee: \$542.⁰⁰ plus the cost of the advertisement



**CITY OF CLERMONT
REZONING
APPLICATION**
Page 2

Answers to the following questions are required to complete this application.

What are you proposing to do that would require a rezoning?

please see the attached narrative.

Daniel T. O'Keefe
Applicant Name (print)

X Dan O'Keefe
Applicant Name (signature)

Thomas J. Karr, Jr.
Owner Name (print)

X Thomas J. Karr, Jr.
Owner Name (signature)

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

Daily Commercial

Advertising Receipt

The Daily Commercial
PO Box 490007
Leesburg, FL 34749-0007
Phone: (352) 365-8200
Fax: (352) 365-1951

CITY OF CLERMONT
Carlie Zinker
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10089822
Phone: (352) 241-7331
Date: 08/09/19
Ad Taker: Joanne French

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cler	08/19/2019	09/09/2019	\$1,899.24

LEGAL NOTICE

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

ORDINANCE NO. 2019-06

An ordinance under the Code of Ordinances of the City of Clermont, Lake County, Florida amending the official zoning map of the City of Clermont, referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances; Rezoning the real properties described herein as shown below, providing for severability, an effective date and publication.

LOCATION

1.75 miles south of Hartwood Marsh Road, East of US 27
Approx. 743 +/- Acres

LEGAL DESCRIPTION

Parcel 1:

Parcel A

All those portions of sections 21, 22 and 23, township 23 south, range 26 east, Lake County, Florida, described as follows:

Commence at a 1-1/4" iron pipe found at the northwest corner of the northeast 1/4 of the aforesaid section 21, said northwest corner according to certified corner record #48105; thence N89°16'46"E, 2653.20 feet along the north line of said northeast 1/4 to a 2" iron pipe found at the northeast corner of said northeast 1/4 of said section 21, said northeast corner according to certified corner record #48106; thence S88°49'23"E along the north line of the northwest 1/4 of the aforesaid section 22, 670.44 feet to the point of beginning;

thence continue S88°49'23"E along said north line, 1976.14 feet; thence S88°49'23"E along the north line of the northwest 1/4 of the northeast 1/4 of said section 22, 1323.29 feet; thence S00°20'55"W along the west line of the northeast 1/4 of said northeast 1/4 of said section 22, 1314.56 feet; thence S89°00'54"E along the south line of said northeast 1/4 of the northeast 1/4 of said section 22, 1290.91 feet to the west right-of-way line of Five Mile Road (a 66' wide right-of-way as recorded in Official Records Book 357, page 21, of the Public Records of Lake County, Florida); thence S00°19'09"W along said west right-of-way line, distant 33.00 feet westerly, by perpendicular measure, from the east line of said northeast 1/4 of section 22, 1310.25 feet to a point in the north line of the southeast 1/4 of said section 22, distant 33.00 feet on a bearing of N89°12'24"W, from a 5/8" iron rod and cap #PLS4779 found at the east 1/4 corner of said section 22, said east 1/4 corner according to certified corner record #084030; thence S00°27'16"W along said west right-of-way line, distant 33.00 feet westerly, by perpendicular measure, from the east line of the southeast 1/4 of said section 22, 2681.30 feet to a point in the north line of the northeast 1/4 of section 27, township 23 south, range 26 east, said point being distant 33.00 feet on a bearing of N89°12'03"W from a 4"x4" concrete monument #RLSL993 found at the northeast corner of said northeast 1/4 of section 27, thence N89°12'03"W along said north line, 2612.60 feet to a 4"x4" concrete monument found at the northeast corner of the northwest 1/4 of said section 27; thence N89°32'30"W along the north line of said northwest 1/4, 2614.54 feet to a 4"x4" concrete monument found in the east right-of-way line of Shell Pond Road, and being distant 33.00

feet on a bearing of S89°32'30"E from a 4"x4" concrete monument found at the northwest corner of said northwest 1/4 of section 27; thence N00°23'38"E along said east right-of-way line, distant 33.00 feet easterly, by perpendicular measure, from the west line of the southwest 1/4 of the aforesaid section 22, 2696.34 feet; thence N89°12'24"W, 33.00 feet to a 1-1/2" iron pipe found at the northwest corner of said southwest 1/4 of section 22, said northwest corner according to certified corner record #48107; thence S89°38'30"W along the east-west center section line of the aforesaid section 21, 1287.60 feet; thence, departing said east-west center section line, N00°00'00"E, 456.14 feet; thence N55°49'12"E, 1567.27 feet to an iron rod with cap #LB68 set at the northwest corner of the southwest 1/4 of the northwest 1/4 of the aforesaid section 22; thence S89°00'54"E along the north line of said southwest 1/4 of the northwest 1/4, 679.40 feet; thence, departing said north line, N00°00'00"W, 1325.72 feet to the point of beginning.

Less and except therefrom: those parcels described in Official Records Book #49, page 2162; Parcel 122 (fee simple); the northerly 50.00 feet of the southerly 80.00 feet of the easterly 35.00 feet of the westerly 2892.00 feet of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Parcel 123 (fee simple): the northerly 50.00 feet of the southerly 80.00 feet of the easterly 35.00 feet of the westerly 118.00 feet of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Parcel 124 (fee simple): the northerly 20.00 feet of the southerly 50.00 feet of the easterly 30.00 feet of the

westerly 83.00 feet of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Also less from said section 22, that parcel described in Official Records Book 845, page 567;

Parcel 129 (fee simple): the westerly 35.00 feet of the easterly 523.26 feet of the northerly 50.00 feet of the southerly 80.00 feet of the southeast 1/4 of the southeast 1/4 of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Also less from said section 22, that parcel described in Official Records Book 851, page 145E;

Parcel 130 (fee simple): the northerly 50.00 feet of the southerly 900.00 feet of the westerly 35.00 feet of the easterly 93.00 feet of the southeast 1/4 of the northeast 1/4 of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

and:

Parcel b

That part of sections 21 and 22, township 23 south, range 26 east, Lake County, Florida described as follows:

Commence at a 1-1/4" iron pipe found at the northwest corner of the northeast 1/4 of the aforesaid section 21, said northwest corner according to certified corner record #48105; thence N89°16'46"E along the north line of said northeast 1/4, 518.50 feet to the east right-of-way line of Bradshaw Road as maintained by Lake County, said east right-of-way line as filed surveyed by Donald W. McIntosh associates, inc. and shown on a "specific purpose survey" prepared by

Payment Info	
Ad Price	\$1,899.24
Tax	\$0.00
Sub Total	\$1,899.24
Prepaid Amount	\$0.00
Balance Due	\$1,899.24

Daily Commercial

Advertising Receipt

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CITY OF CLERMONT
Carlie Zinker
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10089822
Phone: (352) 241-7331
Date: 08/09/19
Ad Taker: Joanne French

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cler	08/19/2019	09/09/2019	\$1,899.24

Donald W. McIntosh associates, Inc., drawing number cs#02-203, survey date 02/27/02, and to the point of beginning; thence, departing said north line of said northeast ¼, run the following fourteen (14) courses and distances along said east right-of-way line: s09°07'38" w, 226.88 feet; s08°14'05" w, 483.61 feet; s08°51'03" w, 111.11 feet; s08°15'58" w, 235.08 feet; s07°40'42" w, 73.87 feet; s08°15'45" w, 120.18 feet; s08°15'35" w, 293.65 feet; s07°52'00" w, 391.90 feet; s08°15'41" w, 126.07 feet; s09°13'52" w, 181.39 feet; s09°21'15" w, 192.16 feet; s08°48'22" w, 191.95 feet; s10°07'14" w, 16.87 feet to the point of curvature of a curve concave easterly having a radius of 36.00 feet and a chord bearing of s15°39'01" e; thence southerly along the arc of said curve through a central angle of 51°32'31" for a distance of 32.38 feet to a non-tangent line being the east-west center of section line of aforesaid section 21; thence, departing said east right-of-way line, n89°36'30" e along said east-west center of section line 1210.47 feet; thence, departing said east-west center of section line, n00°00'00" e, 458.14 feet; thence n85°49'12" e, 1567.27 feet to the northwest corner of the southwest ¼ of the northwest ¼ of the aforesaid section 22; thence s89°00'54" e along the north line of said southwest ¼ of the northwest ¼, 679.40 feet; thence, departing said north line, n00°00'00" w, 1325.72 feet to the north line of the northwest ¼ of the northwest ¼ of said section 22; thence n88°49'23" w along said north line, 670.44 feet to a 2" iron pipe found at the northeast corner of the northeast ¼ of the aforesaid section 21, said northeast corner according to certified corner record #48106; thence s89°16'46" w along the north

line of said northeast ¼, 2134.70 feet to the point of beginning.

Less and except

North Parcel (Cut Out Parcel)

That part of sections 21 and 22, township 23 south, range 26 east, Lake County, Florida described as follows:

Commence at a 1-1/4" iron pipe found at the northwest corner of the northeast ¼ of the aforesaid section 21, said northwest corner according to certified corner record #48106; thence n89°16'46" e along the north line of said northeast ¼, 518.50 feet to the east right-of-way line of Bradshaw Road as maintained by Lake County, said east right-of-way line as filed surveyed by Donald W. McIntosh associates, Inc. and shown on a "specific purpose survey" prepared by Donald W. McIntosh associates, Inc., drawing number cs#02-203, survey date 02/27/02, and to the point of beginning; thence, departing said north line of said northeast ¼, run the following fourteen (14) courses and distances along said east right-of-way line: s09°07'38" w, 226.88 feet; s08°14'05" w, 483.61 feet; s08°51'03" w, 111.11 feet; s08°15'58" w, 235.08 feet; s07°40'42" w, 73.87 feet; s08°15'45" w, 120.18 feet; s08°15'35" w, 293.65 feet; s07°52'00" w, 391.90 feet; s08°15'41" w, 126.07 feet; s09°13'52" w, 181.39 feet; s09°21'15" w, 192.16 feet; s08°48'22" w, 191.95 feet; s10°07'14" w, 16.87 feet to the point of curvature of a curve concave easterly having a radius of 36.00 feet and a chord bearing of s15°39'01" e; thence southerly along the arc of said curve through a central angle of 51°32'31" for a distance of 32.38 feet to a non-tangent line being the

east-west center of section line of aforesaid section 21; thence, departing said east right-of-way line, n89°36'30" e along said east-west center of section line 2498.07 feet to the northwest corner of the southwest ¼ of aforesaid section 22; thence, departing said east-west center of section line, n00°23'17" e along the west line of the southwest ¼ of the northwest ¼ of said section 22, 1327.85 feet to the northwest corner of said southwest ¼ of the northwest ¼ of section 22; thence, departing said west line run s89°00'54" e along the north line of said southwest ¼ of the northwest ¼, 679.40 feet; thence, departing said north line, n00°00'00" w, 1325.72 feet to the north line of the northwest ¼ of the northwest ¼ of said section 22; thence n88°49'23" w along said north line, 670.44 feet to a 2" iron pipe found at the northeast corner of the northeast ¼ of the aforesaid section 21, said northeast corner according to certified corner record #48106; thence s89°16'46" w along the north line of said northeast ¼, 2134.70 feet to the point of beginning.

Being more particularly described as:

All those portions of sections 21, 22 and 23, township 23 south, range 26 east, Lake County, Florida, described as follows:

Commence at a 1-1/4" iron pipe found at the northwest corner of the northeast ¼ of the aforesaid section 21, said northwest corner according to certified corner record #48106; thence n89°16'46" e, 2653.20 feet along the north line of said northeast ¼ to a 2" iron pipe found at the northeast corner of said northeast ¼ of said section 21, said northeast corner according to certified corner record #48106; thence s88°49'23" e along the north line of the northwest

¼ of the aforesaid section 22, 670.44 feet to the point of beginning; thence continue s88°49'23" e along said north line, 1976.14 feet; thence s88°49'23" e along the north line of the northwest ¼ of the northeast ¼ of said section 22, 1323.29 feet; thence s00°20'55" w along the west line of the northeast ¼ of said northeast ¼ of said section 22, 1314.86 feet; thence s89°00'54" e along the south line of said northeast ¼ of the northeast ¼ of said section 22, 1290.81 feet to the west right-of-way line of Five Mile Road (a 66' wide right-of-way as recorded in Official Records Book 357, page 21, of the Public Records of Lake County, Florida); thence s00°19'09" w along said west right-of-way line, distant 33.00 feet westerly, by perpendicular measure, from the east line of said northeast ¼ of section 22, 1310.25 feet to a point in the north line of the southeast ¼ of said section 22, distant 33.00 feet on a bearing of n89°12'24" w, from a 5/8" iron rod and cap #pls4779 found at the east ¼ corner of said section 22, said east ¼ corner according to certified corner record #084030; thence s00°27'15" w along said west right-of-way line, distant 33.00 feet westerly, by perpendicular measure, from the east line of the southeast ¼ of said section 22, 2681.30 feet to a point in the north line of the northeast ¼ of section 27, township 23 south, range 26 east, said point being distant 33.00 feet on a bearing of n89°12'03" w from a 4"x4" concrete monument #ris1993 found at the northeast corner of said northeast ¼ of section 27, thence n89°12'03" w along said north line, 2612.50 feet to a 4"x4" concrete monument found at the northeast corner of the northwest ¼ of said section 27; thence n89°32'30" w along the north line of said northwest ¼, 2614.54 feet to a 4"x4" concrete monument found in

Payment Info	
Ad Price	\$1,899.24
Tax	\$0.00
Sub Total	\$1,899.24
Prepaid Amount	\$0.00
Balance Due	\$1,899.24

Daily Commercial

Advertising Receipt

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CITY OF CLERMONT
Carlie Zinker
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
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Phone: (352) 241-7331
Date: 08/09/19
Ad Taker: Joanne French

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cler	08/19/2019	09/09/2019	\$1,899.24

the east right-of-way line of Shell Pond Road, and being distant 33.00 feet on a bearing of S89°32'30"E from a 4"x4" concrete monument found at the northwest corner of said northwest ¼ of section 27; thence N00°23'38"E along said east right-of-way line, distant 33.00 feet easterly, by perpendicular measure, from the west line of the southwest ¼ of the aforesaid section 22, 2696.34 feet; thence N89°12'24"W, 33.00 feet to a 1-1/2" iron pipe found at the northwest corner of said southwest ¼ of said section 22, said northwest corner according to certified corner record #48107; thence N00°23'17"E along the west line of the southwest ¼ of the northwest ¼ of the aforesaid section 22, 1327.85 feet to an iron rod with cap #1668 set at the northwest corner of said southwest ¼ of the northwest ¼ of section 22; thence S89°00'54"E along the north line of said southwest ¼ of the northwest ¼, 679.40 feet; thence, departing said north line, N00°00'00"W, 1325.72 feet to the point of beginning.

Less and except therefrom;

Those parcels described in Official Records Book 848, page 2162;

Parcel 122 (fee simple):

The northerly 50.00 feet of the southerly 80.00 feet of the easterly 35.00 feet of the westerly 2832.00 feet of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Parcel 123 (fee simple):

The northerly 50.00 feet of the southerly 80.00 feet of the easterly 35.00 feet of the westerly 118.00 feet of section 22, township 23 south, range 26 east, in the County of Lake, state

of Florida.

Parcel 124 (fee simple):

The northerly 20.00 feet of the southerly 50.00 feet of the easterly 30.00 feet of the westerly 83.00 feet of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Also less from said section 22, that parcel described in Official Records Book 845, page 567:

Parcel 129 (fee simple):

The westerly 35.00 feet of the easterly 523.26 feet of the northerly 50.00 feet of the southerly 80.00 feet of the southeast ¼ of the southeast ¼ of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Also less from said section 22, that Parcel described in Official Records Book 861, page 1458:

Parcel 130 (fee simple):

The northerly 50.00 feet of the southerly 900.00 feet of the westerly 35.00 feet of the easterly 93.00 feet of the southeast ¼ of the northeast ¼ of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Together with the beneficial easements contained in that certain declaration of easement and agreement regarding road and utility improvements dated May 25, 2006 and which is recorded on June 2, 2006 in Official Records Book 3175, page 997, all in the Public Records of Lake County, Florida.

Parcel 2:

The land referred to herein below is situated in the County of Lake, state of Florida, and is described as follows:

That part of sections 21 and 22, township 23 south, range 26 east, Lake County, Florida described as follows:

Commence at a 1-1/4" iron pipe found at the northwest corner of the northeast ¼ of the aforesaid section 21, said northwest corner according to certified corner record #48106; thence N89°16'46"E along the north line of said northeast 518.50 feet to the east right-of-way line of Bradshaw Road as maintained by Lake County, said east right-of-way line as filed surveyed by Donald W. McIntosh associates, Inc. and shown on a "specific purpose survey" prepared by Donald W. McIntosh associates, Inc., drawing number 02-203, survey date 02/27/02, and to the point of beginning; thence, departing said north line of said northeast ¼, run the following fourteen (14) courses and distances along said east right-of-way line; S09°07'38"W, 226.88 feet; S08°14'05"W, 483.61 feet; S08°51'03"W, 111.11 feet; S08°15'58"W, 235.08 feet; S07°40'42"W, 73.97 feet; S08°15'45"W, 120.18 feet; S08°15'35"W, 293.65 feet; S07°52'00"W, 391.90 feet; S08°15'41"W, 126.07 feet; S08°15'52"W, 181.39 feet; S08°21'18"W, 192.16 feet; S08°45'22"W, 191.95 feet; S10°07'14"W, 16.87 feet to the point of curvature of a curve concave easterly having a radius of 36.00 feet and a chord bearing of S15°39'01"E; thence southerly along the arc of said curve through a central angle of 51°32'31" for a distance of 32.38 feet to a non-tangent line being the east-west center of section line of

aforesaid section 21; thence, departing said east right-of-way line, N89°26'30"E along said east-west center of section line 2498.07 feet to the northwest corner of the southwest ¼ of aforesaid section 22; thence, departing said east-west center of section line, N00°23'17"E along the west line of the southwest ¼ of the northwest ¼ of said section 22, 1327.85 feet to the northwest corner of said southwest ¼ of the northwest ¼ of the aforesaid section 22; thence departing said west line run S89°00'54"E along the north line of said southwest ¼ of the northwest ¼, 679.40 feet; thence, departing said north line, N00°00'00"W, 1325.72 feet to the north line of the northwest ¼ of the northwest ¼ of said section 22; thence N88°49'23"W along said north line, 670.44 feet to a 2" iron pipe found at the northeast corner of the northeast ¼ of the aforesaid section 21, said northeast corner according to certified corner record #48106; thence S89°16'46"W along the north line of said northeast ¼, 2134.70 feet to the point of beginning.

Together with the beneficial easements contained in that certain declaration of easement and agreement regarding road and utility improvements dated May 25, 2006 and which is recorded on June 2, 2006 in Official Records Book 3175, page 997, and that certain declaration of easement and agreement regarding Road and utility improvements dated May 25, 2006 and which is recorded on June 2, 2006 in Official Records Book 3175, page 1023, all in the Public Records of Lake County, Florida.

Contains 743.00 acres more or less.

From: Urban Transition UT
To: Planned Unit Development PUD

Payment Info	
Ad Price	\$1,899.24
Tax	\$0.00
Sub Total	\$1,899.24
Prepaid Amount	\$0.00
Balance Due	\$1,899.24

Daily Commercial

Advertising Receipt

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Account Number: 7101866
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Phone: (352) 241-7331
Date: 08/09/19
Ad Taker: Joanne French

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cler	08/19/2019	09/09/2019	\$1,899.24

This request will be considered by the Planning & Zoning Commission on Tuesday, September 3, 2019 at 6:30 p.m. and a public meeting to consider the request will be held before the City Council on Tuesday, September 24, 2019 at 6:30 p.m. for final enactment.

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

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10089822
August 19, 2019 &
September 09, 2019

Payment Info	
Ad Price	\$1,899.24
Tax	\$0.00
Sub Total	\$1,899.24
Prepaid Amount	\$0.00
Balance Due	\$1,899.24



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, November 12, 2019			
Agenda Item Name			
Ordinance No. 2019-28 <i>Introduction</i> <i>Vacation Rentals</i>			
Requested Action			
Recommended approval of Ordinance No. 2019-28.			
Staff Report			
City staff has drafted an ordinance for short term rentals. This is a staff initiated Ordinance 2019-28 relating to short term vacation rentals; amending Chapter 122, Zoning Codes to provide standards and regulations for a Vacation Rental Permit Program. The City of Clermont currently does not have any regulations with regards to short term rentals. The proposed Ordinance will provide regulations and conditions for a Vacation Rental Permit Program to allow short term vacation rentals for non occupied residential home (Whole House) rentals with proper management and compliance with permit requirements.			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	ORD 2019-28 Vacation Rentals (Final)	ORD 2019-28 Vacation Rentals (Final).pdf	
2.	Vacation Rentals Permit Program Requirements-Summary	Vacation Rentals Permit Program Requirements-Summary.pdf	
3.	Vacation Rental Lic Reg 122-360 Legal Ad	Vacation Rental Lic Reg 122-360 Legal Ad.docx	



CITY OF CLERMONT
ORDINANCE NO. 2019-28

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, ARTICLE V SUPPLEMENTARY DISTRICTS, SECTION 360 VACATION RENTAL PERMIT REGULATIONS; 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 November 5, 2019 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, Article V Supplemental Districts, Section 360 Vacation Rentals Permit Regulations, 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:

Section 122-360 General Provisions:

- (1) Purpose
- (2) Definitions

Section 122-361 Vacation Rental Permit Requirements

- (1) Permit Requirements
- (2) License required
- (3) Application for vacation rental permit
- (4) Modification of vacation rental permit
- (5) Duration of vacation rental lpermit
- (6) Renewal of vacation rental permit
- (7) Compliance inspections of vacation rentals
- (8) (Reserved)
- (9) Licenses non-transferable, non-assignable



CITY OF CLERMONT
ORDINANCE NO. 2019-28

Section 122-362 Vacation Rental Representative

- (1) Duties of the vacation rental representative

Section 122-363 Standards and Requirements for Vacation Rentals

- (1) General
- (2) Local phone service required
- (3) Parking standards
- (4) Solid waste handling and containment
- (5) Maximum occupancy
- (6) Posting of vacation rental information
- (7) Minimum life safety requirements
- (8) Advertising
- (9) Commercial use of property prohibited
- (10) Sexual offenders and predators prohibited

Section 122-364 Administration, Penalties, and Enforcement

- (1) Administration of Vacation Rental License Program
- (2) Appeals
- (3) Notice
- (4) Penalties and enforcement

Section 122-360 GENERAL PROVISIONS:

(1) PURPOSE.

The purpose of this chapter is to promote public health, safety, welfare and convenience through regulations and standards for short-term vacation rental properties by providing for:

- (A) A vacation rental permit;
- (B) Safety and operational requirements;
- (C) Parking standards;
- (D) Solid waste handling and containment;
- (E) Licensure requiring posting of vacation rental information;
- (F) Administration, penalties and enforcement.

(2) DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning. Words not defined shall be given their meaning as provided in Chapter 14, Building Regulations, of the Codes of Ordinances of the City of Clermont, Florida.



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HABITABLE ROOM shall mean a room or enclosed floor space used or intended to be used for living or sleeping purposes, excluding kitchens, bathrooms, shower rooms, water closet compartments, laundries, pantries, foyers, connecting corridors, closets and storage space.

LIFE SAFETY VIOLATION means a violation of any code intended primarily to prevent the loss of life, injury and property damage.

OCCUPANT means any person who occupies, either during the day or overnight, a vacation rental.

TRANSIENT PUBLIC LODGING ESTABLISHMENT shall mean any unit, group of units, dwelling, building or group of buildings within a single complex of buildings that is rented to guests more than three times in a calendar year for periods of less than 30 days or one calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests.

VACATION RENTAL shall mean any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family or four-family house or dwelling unit that is also a transient public lodging establishment and is located in an area zoned Residential, but that is not a timeshare project.

VACATION RENTAL REPRESENTATIVE means a vacation rental property owner, or his or her authorized designee, as identified in the application for a city vacation rental permit.

RESPONSIBLE PARTY shall mean the owner or the person designated by the owner of the property to be called upon to answer for the maintenance of the property and the conduct and acts of occupants of said vacation rental property.

Section 122-361 VACATION RENTAL PERMIT REQUIREMENTS

(1) PERMIT REQUIRED

(A) A property owner operating a vacation rental shall obtain a vacation rental permit prior to advertising a property available for short-term rental.

(B) The advertising or advertisement for the rental of a dwelling unit for periods of less than 30 days or one calendar month and more than three times a year is direct evidence of operating a property for rent as a vacation rental in violation of division (A) of this section.

Section 122-362(2) APPLICATION FOR VACATION RENTAL PERMIT

(A) A property owner seeking initial issuance of a vacation rental permit, or the renewal or modification of a vacation rental permit, shall submit a completed vacation rental permit application, in a form promulgated by the city, together with an application fee in an amount set by resolution of the City Commission.

(B) A complete application for the initial issuance of a vacation rental license, or for its renewal or modification, shall demonstrate compliance with the standards and requirements set forth in this chapter through the following submittals:

(C) A completed vacation rental permit application form, which must identify; the property owner, the address of the vacation rental, the vacation rental representative, and the phone number of the vacation rental representative.



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- (D) Payment of applicable fees.
- (E) A copy of the vacation rental's current and active license as a transient public lodging establishment with the Florida Department of Business and Professional Regulation.
- (F) A copy of the vacation rental's current and active certificate of registration with the Florida Department of Revenue for the purposes of collecting and remitting sales surtaxes, transient rental taxes, and any other taxes required by law to be remitted to the Florida Department of Revenue, if applicable.
- (G) Evidence of the vacation rental's current and active account with the Lake County Tax Collector for the purposes of collecting and remitting tourist development taxes and any other taxes required by law to be remitted to the Lake County Tax Collector, if applicable.
- (H) A copy of the current City of Clermont and Lake County local business tax receipts.
- (I) *Interior building sketch by floor.* A building sketch (may be hand-drawn) by floor shall be provided, showing a floor layout and demonstrating compliance with the standards and requirements set forth in this chapter. The sketch provided shall be drawn to scale, and shall show and identify all bedrooms, other rooms, bathrooms, exits, hallways, stairways, smoke and carbon monoxide detectors, fire extinguishers and exit signage/lighting.
- (J) *Exterior site sketch.* A sketch showing and identifying all structures, pools, spas, hot tubs, fencing and other uses, including the number and the location of all on-site parking spaces for the vacation rental.
- (K) Acknowledgment that each guest room shall be equipped with an approved, listed, single-station smoke detector meeting the minimum requirements of the NFPA.
- (L) A section indicating whether the vacation rental will have ten or fewer occupants or more than ten occupants.
- (M) Representation that the property is in compliance with ALL applicable codes. A vacation rental permit shall not be issued on a property with open violations.
- (N) Incomplete applications will not be accepted, but will be returned, with any fees submitted to the property owner, with a notation of what items are missing.
- (O) Vacation rental permit applications shall be sworn to under penalty of perjury. Any false statements in an application shall be a basis for the revocation of any license issued pursuant to that application.
- (P) The owner shall comply with all applicable city, county, state and federal laws, rules, regulations, ordinances and statutes.

Section 122-361(3) MODIFICATION OF VACATION RENTAL PERMIT

- (1) An application for modification of a vacation rental license shall be required in the event that any of the following changes to the vacation rental are proposed:
 - (A) An increase in the gross square footage;
 - (B) An increase in the number of bedrooms;
 - (C) An increase in the maximum occupancy;



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- (D) An increase in the number of parking spaces, or a change in the location of parking spaces;
- (E) An increase in the number of bathrooms;
- (F) Any other material modifications that would increase the intensity of use.

Section 122-362(4) DURATION OF VACATION RENTAL PERMIT

The vacation rental permit shall expire each **September 30**, and may be annually renewed thereafter if the property is in compliance with this chapter.

Section 122-362(5) RENEWAL OF VACATION RENTAL PERMIT

A property owner may apply for a renewal beginning July 1 prior to the expiration of the annual license. Initial applications and renewals received after July 1 of the fiscal year shall be valid for the term expiring on September 30 of the following year. Each application for renewal received after **September 30** shall be assessed a late fee of **\$100**.

Section 122-362(6) COMPLIANCE INSPECTIONS OF VACATION RENTALS

(A) Except as provided in divisions (1) and (2) below, inspection of a vacation rental shall be required prior to issuance of a vacation rental license to verify compliance with the laws, rules and regulations of all regulatory authorities having jurisdiction, and where such laws, rules and regulations are applicable and are known to the Building Official. If instances of noncompliance with the standards and requirements therein are found, all such instances of noncompliance shall be corrected and the vacation rental shall be re-inspected prior to the issuance of an initial vacation rental permit.

(B) An applicant shall sign a sworn statement, under penalty of perjury, that he or she believes the subject property is in compliance with all city codes. Once an applicant signs such a sworn statement, a vacation rental permit will be issued upon compliance with all requirements for the issuance of a vacation rental permit other than the inspection and code compliance requirements. The applicant will then have six months from the date of issuance of the vacation rental license to comply with the inspection and code compliance requirements. If the applicant fails to comply with the inspection and code compliance requirements within six months, the vacation rental license will be automatically suspended, unless the applicant, prior to the expiration of the six-month period, submits a written request for an extension of time. An extension of time may be based solely on a claim that the failure to comply within six months was caused primarily by the city, and the written request will detail circumstances that support such a claim. The City Manager, or his or her designee, is authorized to grant or deny the request. Denial by the City Manager will result in the automatic suspension of the vacation rental permit.

(C) Current licensees will have six (6) months from the date of issuance of a vacation rental license to comply with the inspection and code compliance requirements. If the licensee fails to comply with the inspection and code compliance requirements within six months, the vacation rental license will be automatically suspended, unless the applicant, prior to the expiration of the six-month period, submits a written request for an extension of time. An extension of time may be based solely on a claim that the failure to comply within six months was caused primarily by the city, and the written request will detail circumstances that support such a claim. The City Manager, or his or her designee, is authorized to grant or deny the request. Denial by the City Manager will result in the



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automatic suspension of the vacation rental license.

(D) Once a vacation rental permit is issued for a vacation rental, such vacation rental shall be properly maintained in accordance with the standards and requirements set forth in this chapter. In the event a notice of violation is issued, all violations shall be corrected and re-inspected within thirty (30) calendar days after the issuance of the notice of violation, with the exception of life safety violations, which must be corrected within the earlier of three (3) city working days or the start of the next rental period. Failure to correct such violations within the timeframes provided shall result in the suspension of the vacation rental license until such time that the violations are corrected, re-inspected, and found in compliance.

(E) In the event a vacation rental property is declared a repeat nuisance, the vacation rental license shall be suspended pending the development by the property owner of a written action plan outlining the specific measures that the owner will take to eliminate the reoccurrence of nuisance activities at the property. The property owner shall provide the action plan to the city no later than fifteen (15) days from the date of the declaration notice of repeat nuisance property. If the city determines that the action plan is adequate to eliminate the reoccurrence of nuisance activities on the properties, the city shall establish a reasonable time period, not exceeding forty-five (45) days from the date the action plan is deemed adequate, to implement the action plan. If the property owner implements the action plan within the time frame established by the city, the declaration of a repeat nuisance will be closed and the vacation rental license restored. If the city determines that the action plan is not adequate to eliminate the reoccurrence of nuisance activities on the property, the city may require the property owner to revise the action plan. The property owner shall submit the revised action plan to the city no later than ten (10) days from the date the action plan is determined to be inadequate. The provision of an inadequate action plan on three (3) consecutive occasions shall result in the revocation of the vacation rental license.

(F) The inspection shall consist of criteria established by the City Manager or his/her designee. Such criteria shall be established for the primary purpose of protecting the health, safety and welfare of vacation rental occupants.

Section 122-361(7) PERMIT NON-TRANSFERABLE, NON-ASSIGNABLE

Vacation rental licenses are non-transferable and non-assignable. If the ownership of any vacation rental is sold or otherwise transferred, any outstanding vacation rental license as to that vacation rental shall be null and void upon the sale or transfer.

Section 122-362(8) Vacation Rental Representative

(1) DUTIES OF THE VACATION RENTAL REPRESENTATIVE.

Every vacation rental representative shall:

(A) Be available by landline or mobile telephone answered by the vacation rental representative at the listed phone number, 24-hours a day, seven (7) days a week, to handle any problems arising from the vacation rental; and

(B) Be willing and able to be physically present at the vacation rental within sixty (60) minutes following notification from a vacation rental occupant, law enforcement officer, emergency personnel, or the city for issues related to the vacation rental, and shall actually be physically present at that location in that time frame when requested; and



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(C) Conduct an on-site inspection of the vacation rental at the end of each rental period to assure continued compliance with the requirements of this chapter.

(D) Maintain for three (3) years a log of all guests of the vacation rental to be available for inspection upon request.

(E) Conduct on-site inspections of the Vacation Rental at the end of each rental period to ensure continued compliance with the requirements of this chapter.

Section 122-363(9) STANDARDS AND REQUIREMENTS FOR VACATION RENTALS

(1) GENERAL

The standards and requirements set forth in this subchapter shall apply to the rental, use, and occupancy of vacation rentals in the city. All Dwelling Units shall meet the minimum requirements of the International Property Maintenance Code, City Code Section 14-9.

(2) LOCAL PHONE SERVICE REQUIRED

At least one landline telephone with the ability to call 911 shall be available in the main level common area in the vacation rental.

(3) PARKING STANDARDS

Occupants and visitors to the vacation rental shall comply with all relevant parking codes as found in the Clermont Code of Ordinances. All vehicles associated with the Vacation Rental must be parked within the subject property, and may not block or obstruct any public sidewalk or pedestrian walkway.

(4) SOLID WASTE HANDLING AND CONTAINMENT

Requirements for garbage storage and collection shall be as follows:

(A) Trash storage containers shall be provided and shall be screened with a six-foot fence or landscaping, with an opening for container removal.

(B) The vacation rental shall contract with the waste management provider for side-door pick-up service.

(C) Properties with alley garbage collection are exempt from divisions (A) and (B).

(D) Notice of the location of the trash storage containers and rules for collection shall be posted inside the vacation rental.

(E) No solid waste container shall be located at the curb for pickup before 6:00 p.m. of the day prior to pick up, and solid waste containers shall be removed before midnight of the day of pick up.



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(5) MAXIMUM OCCUPANCY

(a) The maximum number of occupants authorized to stay overnight at any Vacation Rental shall not exceed two (2) persons per sleeping room. The number of sleeping rooms shall be confirmed during on site life safety inspection by the City of Clermont. Up to four (4) persons, under 13 years of age are exempt from and shall not count toward the occupancy limits set forth in this section.

(b) The maximum number of persons allowed to gather at or occupy a Vacation Rental shall not exceed one and one half ($\frac{1}{2}$) times the maximum occupants authorized to stay overnight at the site, as shown on the Certificate of Compliance, and in no event shall a gathering exceed 20 persons.

(6) POSTING OF VACATION RENTAL INFORMATION

(1) In each vacation rental, located on the back or next to the main entrance door, there shall be posted as a single page the following information:

- (a) Vacation Rental Certificate of Compliance Permit from the City of Clermont
- (b) The name, address and phone number of the vacation rental representative;
- (c) The maximum occupancy of the vacation rental; maximum of four **(4)** occupants per bedroom;
- (d) A statement advising the occupant that any sound that crosses a property line at an unreasonably loud volume is unlawful within the city; as per the City Noise Ordinance, Chapter 34 of the Clermont Code of Ordinances;
- (e) The days and times of trash pickup;
- (f) The location of the nearest hospital;
- (g) The local non-emergency police phone number; and
- (h) A copy of the building evacuation map, with a minimum size of 8½" by 11", shall be provided to the renter upon the start of each vacation rental.
- (i) In each vacation rental, located in the backyard and/or pool area, there shall be posted notice that unreasonably loud noise is prohibited.

(7) MINIMUM LIFE SAFETY REQUIREMENTS.

(A) *Swimming pool, spa and hot tub safety.* A swimming pool, spa or hot tub shall comply with the then current standards of the Residential Swimming Pool Safety Act, F.S. Ch. 515.

(B) *Smoke and carbon monoxide (CO) detection and notification system.* A smoke and carbon monoxide (CO) detection and notification system within the vacation rental unit shall be interconnected and hard-wired and shall receive primary power from the building wiring.

(C) *Fire extinguisher.* A portable, multipurpose dry chemical 2A:10B:C fire extinguisher shall be installed, inspected and maintained in accordance with the then current NFPA 10 on each floor/level of the unit. The extinguisher(s) shall be installed on the wall in an open common area or in an enclosed space with appropriate markings visibly showing the location.



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(D) *Compliance with Florida Administrative Code Rule 69A-43.018, "One and Two Family Dwellings, Recreational Vehicles and Mobile Homes Licensed as Public Lodging Establishment."*

(8) ADVERTISING

(a) The vacation rental shall not be advertised for any commercial or non-residential use, including use of the property primarily as a party, event or entertainment venue or social hall. Any advertising of the vacation rental unit by the owner, representative or any service shall conform to information included in the vacation rental application and shall include at a minimum, identification of the maximum occupancy permitted on the property. The owner or representative shall ensure that the name and contact information for any listing services on or through which the vacation rental is to be offered for rent, which was provided in the application, is updated with the city to reflect any changes to ensure that the city has a current list of all sites on which the vacation rental is listed for rent. Advertisements for the vacation rental must display the Florida Department of Business and Professional Regulation Transient Lodging license number and the City of Clermont Vacation Rental Permit number.

(9) COMMERCIAL USE OF PROPERTY PROHIBITED

The vacation rental shall not be used for any commercial or non-residential use, including use of the property primarily as a party, event or entertainment venue or social hall.

Section 122-364 ADMINISTRATION, PENALTIES AND ENFORCEMENT

(1) ADMINISTRATION OF VACATION RENTAL PERMIT PROGRAM

(a) The ultimate responsibility for the administration of this chapter is vested in the City Manager, or his or her authorized designee, who is responsible for granting, denying, revoking, renewing, suspending and canceling vacation rental licenses for proposed and existing vacation rentals as set forth in this chapter.

(2) APPEALS

(a) Any decision of the City Manager, or his or her authorized designee, relating to the granting, denial, renewal, modification, suspension, or revocation of a vacation rental permit under this chapter shall be rendered in **writing**, and reviewed by the City Commission if a notice by the applicant is filed with the **City Clerk** within ten **(10)** days after the action to be reviewed. The City Clerk shall place the matter on the agenda of an upcoming meeting of the City Commission, at which time the matter will be reviewed. The decision of the City Commission shall be final, but may be reviewed as permitted under state law.

(3) NOTICE

Any notice required under this chapter shall be accomplished by sending a written notification by U.S. Mail, **(certified)** postage paid, to the mailing address of the vacation rental representative set forth on documents filed with the city under this chapter, which shall be considered for all purposes as the correct address for service, or by personal service or delivery to the vacation rental representative.



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(4) PENALTIES AND ENFORCEMENT

(A) *By citation.* Any violation of this chapter may be punished by citation, as specifically described in the Land Development Codes and Clermont Code of Ordinances, including but not limited to, the requirements of a reasonable warning prior to issuance of a citation; provided, however, the violation shall be subject to a fine in the amount of **\$250**, for the first offense, **\$500** for the second and subsequent offenses, plus a suspension of the vacation rental permit, as provided hereinafter, for the third offense, **(via special magistrate)**.

(B) *Other enforcement methods and penalties.* Notwithstanding anything otherwise provided herein, violations of this chapter shall also be subject to all the enforcement methods and penalties that may be imposed for the violation of ordinances of the city as provided in the Clermont Code of Ordinances. Nothing contained herein shall prevent the city from seeking all other available remedies that may include, but not be limited to, injunctive relief, abatement of public nuisance, liens, fines, imprisonment, and other penalties as provided by law.

(C) *Suspension of permit.* In addition to any fines and any other remedies described herein or provided for by law, the City Manager shall suspend a vacation rental license upon a third violation of this chapter in any continuous 12-month period. The suspension of a vacation rental permit shall be for a period of one **(1)** year, and shall begin following notice, commencing at the end of either the current vacation rental lease period, or after thirty **(30)** calendar days, whichever is less. A dwelling unit may not be used as a vacation rental during any period of suspension of a vacation rental license. The suspension shall begin immediately following notice, commencing at the end of the then current vacation rental lease period.

(D) *Revocation of permit.*

(a) The City Manager may refuse to issue or renew a license or may revoke a vacation rental license issued under this chapter, if the property owner has willfully withheld or falsified any information required for a vacation rental license.

(b) The City Manager shall revoke a vacation rental license issued under this chapter upon the fifth (5th) adjudication of either a noise violation where the noise emanated from the vacation rental; or receipt of a parking violation where the parking violation occurred on the vacation rental property, or any combination thereof, within any continuous twelve **(12)**-month period.

(c) The property owner shall not be entitled to any refund of the annual fee paid for a permit for any portion of the unexpired term of a license because of revocation or suspension of the vacation rental license.

(d) For all purposes under this chapter, service of notice on the vacation rental representative shall be deemed service of notice on the property owner and occupant.

(e) No occupant shall occupy a vacation rental, and no advertisement for the vacation rental shall occur during any period of suspension or revocation of a vacation rental's vacation rental license.



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PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this _____ day of _____.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

VACATION RENTALS PERMIT REQUIREMENTS

Options to Consider:

1. *Vacation Rentals-Whole House Rental*
 2. *Home sharing – Owner lives at property, rents up to 50% of bedrooms*
 3. *Vacation Rentals and Home sharing*
 4. *Nothing*
-

1. A Vacation Rental Permit is for the short-term rental and use of entire house and property - (Maximum Occupancy 2 persons per bedroom permitted) **Exceptions for children under 13.
2. Permitted in all residential zoning districts
3. Duration/Time Frame (30 days' maximum)- Not intended for long term rental of property
4. Life Safety and Minimum Housing Standard Inspection Required. (** Applicant required to pay any inspection fees for life and building safety)
5. Application and Fee for Vacation Rental Permit - (\$350.00 1st year) and (\$150.00 Annual Renewal) - ** Permit may be revoked if not in compliance with the Ordinance
6. Floor Plan and Site Plan Required
7. Current Registration with Department of Revenue for (Income Reporting) to IRS
8. City and County Tax Receipt Required
9. Name and Address on File of Vacation Rental Representative/Management Company (must be located within 60 minutes of location for emergency purposes and must be available 24 hours per day, 7 days a week).
10. Commercial Use of Property Prohibited
11. Code Compliance Inspection of Vacation Rental Required, in the event the property is deemed a nuisance or inadequate after 3 consecutive violations shall result in the revocation of vacation rental permit and or code enforcement actions and fines.
12. Any modification or changes to vacation rental property must be reported and permit updated to reflect most recent changes.

LEGAL NOTICE

Notice is hereby given that the City Council of 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. 2019-28

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, ARTICLE V SUPPLEMENTARY DISTRICTS, SECTION 360 VACATION RENTAL LICENSE REGULATIONS; PROVIDING FOR CODIFICATION; SEVERABILITY; EFFECTIVE DATE; AND PUBLICATION.

This ordinance will be considered by the Planning & Zoning Commission on Tuesday, July 2, 2019 at 6:30 P.M.

A public meeting to consider the ordinance will be held before the City Council on Tuesday, July 23, 2019 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.

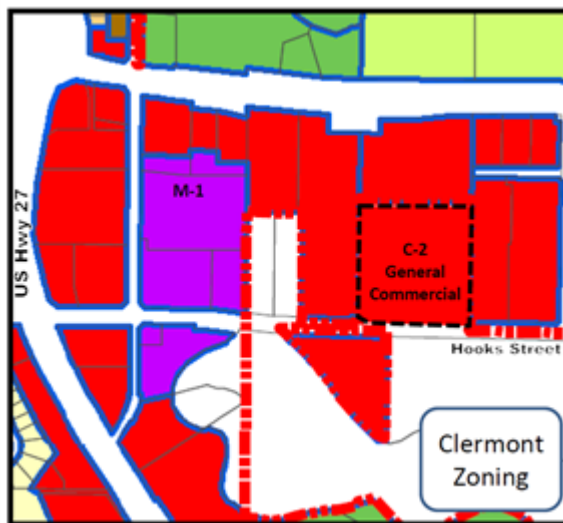
Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
June 17 and July 8, 2019

AGENDA ITEM

Meeting Date	
Tuesday, November 12, 2019	
Agenda Item Name	
Ordinance No. 2019-44 <i>Introduction</i> <i>Rocky Mount Commercial Ph 2</i>	
Requested Action	
Recommend introduction of Ordinance 2019-44.	
Staff Report	

The applicant, Rocky Mount Development Co., has requested a rezoning change to the C-2 General Commercial zoning designation. The subject site is 10.8 +/- acres in size. The vacant property fronts Hooks Street, between Ford of Clermont and Dicks Sporting Goods. This request is being heard concurrently with requests for annexation and a large-scale comprehensive plan amendment. The property is located within the Interlocal Service Boundary Agreement (ISBA) and the Joint Planning Area (JPA). The property has been previously mined and is currently used for agricultural purposes. The north portion of the property was annexed into the City in 2015 and the property is contiguous to the City limits on the north, east, and west boundary.



The applicant desires to develop the property for commercial uses; however, no conceptual plans have been submitted at this time. The proposed rezoning request will change the zoning from Urban Estate (currently Agriculture District in Lake County) to the City's C-2 General Commercial zoning classification. The requested change is similar to the surrounding zoning and land use in the City. The property does have a curb cut and a dedicated left turn lane in place from Hooks Street to facilitate development in the future.

Staff has reviewed the applicant's proposal and finds the proposed zoning at this location is compatible with the uses in the area. Staff is able to support the request for the rezoning change since the subject property meets the requirements for voluntary annexation, the City is capable of serving the property, it is not in conflict with the City's

Comprehensive Plan, and the property can be developed in a similar fashion under Lake County's Regional Commercial designation. Therefore; staff recommends approval of the rezoning to the City's C-2 General Commercial zoning designation.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|--|--|
| 1. | 2019-44 Rocky Mount Ph 2 Comm REZ | 2019-44 Rocky Mount Ph 2 Comm REZ.doc |
| 2. | Rocky Mount Comm Ph 2 Maps | Rocky Mount Comm Ph 2 Maps.pdf |
| 3. | Rocky Mount Ph 2 Rezoning App 8-2019-Scanned | Rocky Mount Ph 2 Rezoning App 8-2019-Scanned.pdf |
| 4. | REZ 2019-44 Legal Ad | REZ 2019-44 Legal Ad.pdf |



CITY OF CLERMONT
ORDINANCE NO. 2019-44

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

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

SECTION 1.

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

LEGAL DESCRIPTION

Lake Highlands 29-22-26, Tracts 22 & 27 - Less Beginning at East Line of Tract 22 and South Line of FDOT Right of Way, Run south along East Line 500 Feet, North 89-39-36 West to West Boundary of said Tract 22, North to FDOT Right of Way, Easterly along said Southerly FDOT Right of Way to Point of Beginning - Being part of Tract 22 & 27, PB 2, PG 25, ORB 860, PG 1354, ORB 1004, PG 270, Public Records of Lake County Florida.

Site contains 10.8 +/- acres

LOCATION

Vacant parcel approximately ½ mile east of the US Hwy 27 and Hooks Street intersection
Alternate Key 1103916

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

SECTION 2.

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

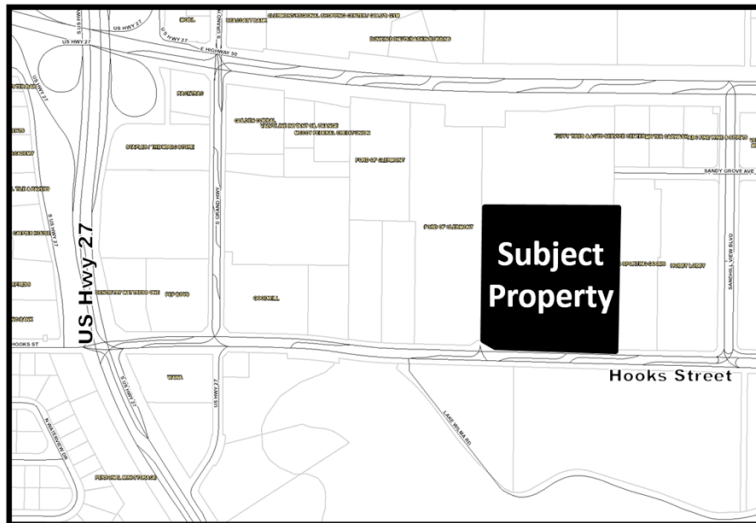
SECTION 3.

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

SECTION 4.

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

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2019-44

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 10th day of December 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

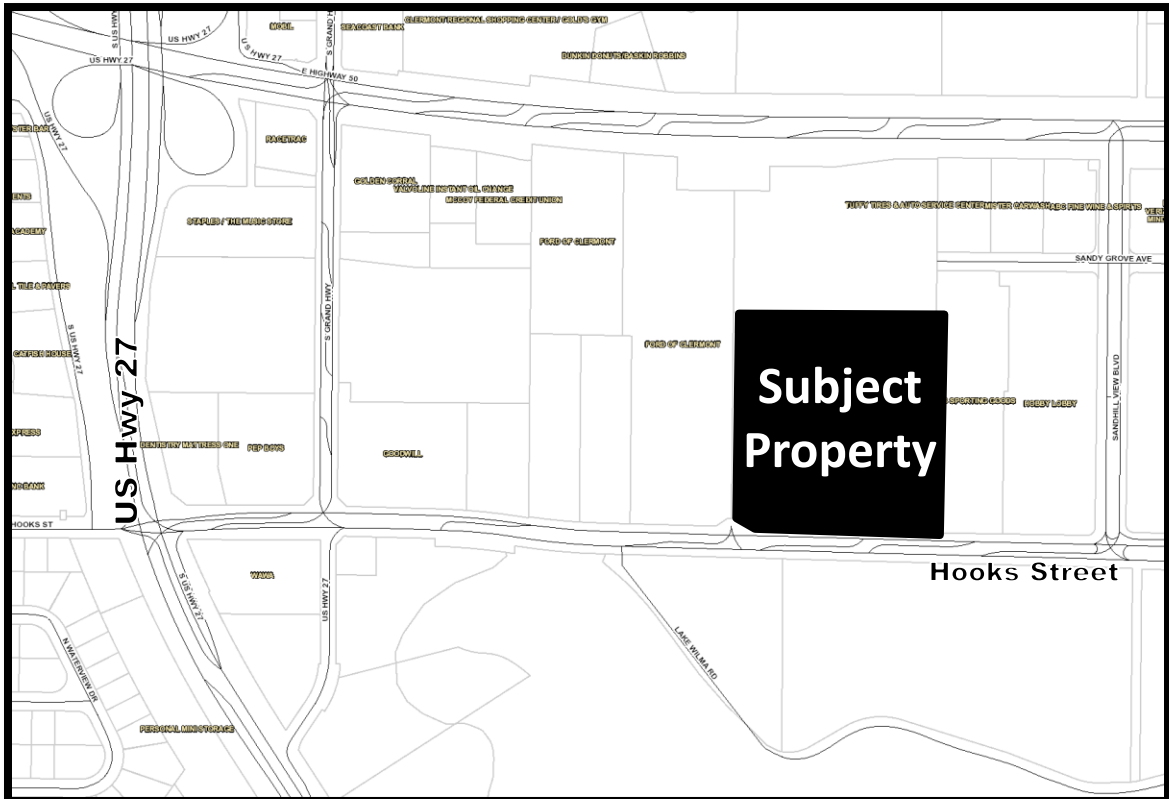
ATTEST:

Tracy Ackroyd Howe, City Clerk

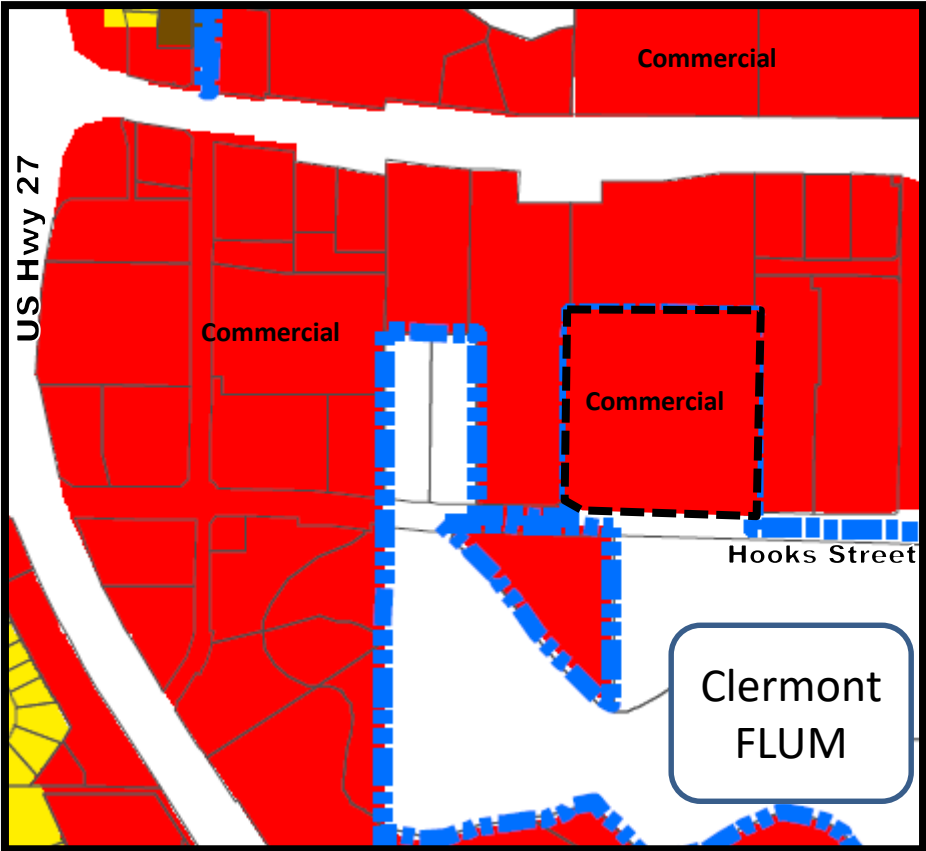
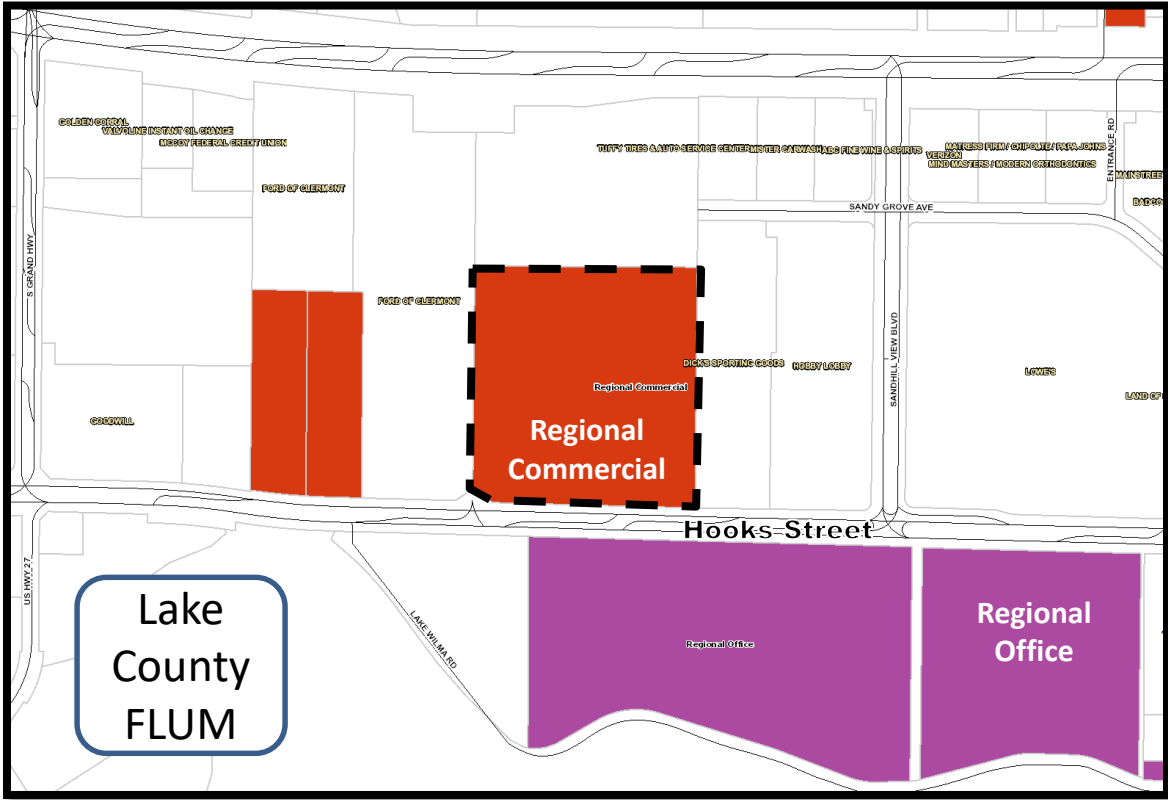
Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

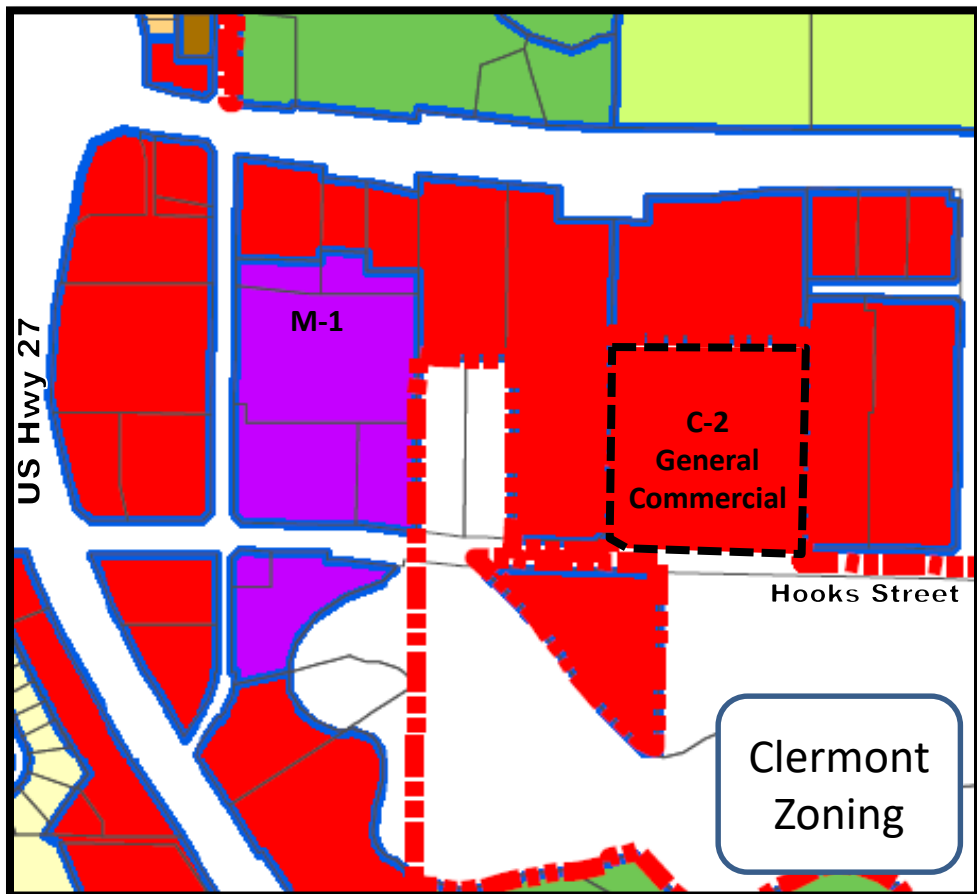
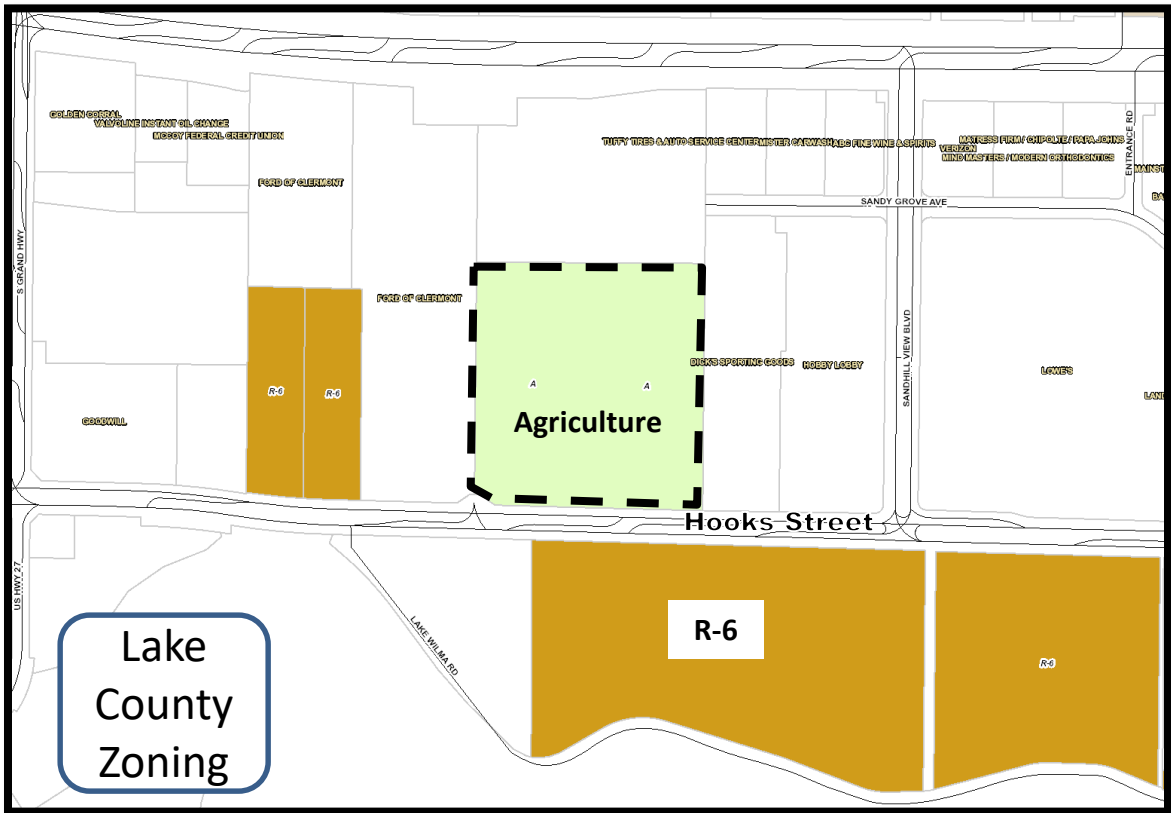
Exhibit - Location Map – Rocky Mount Commercial Phase 2



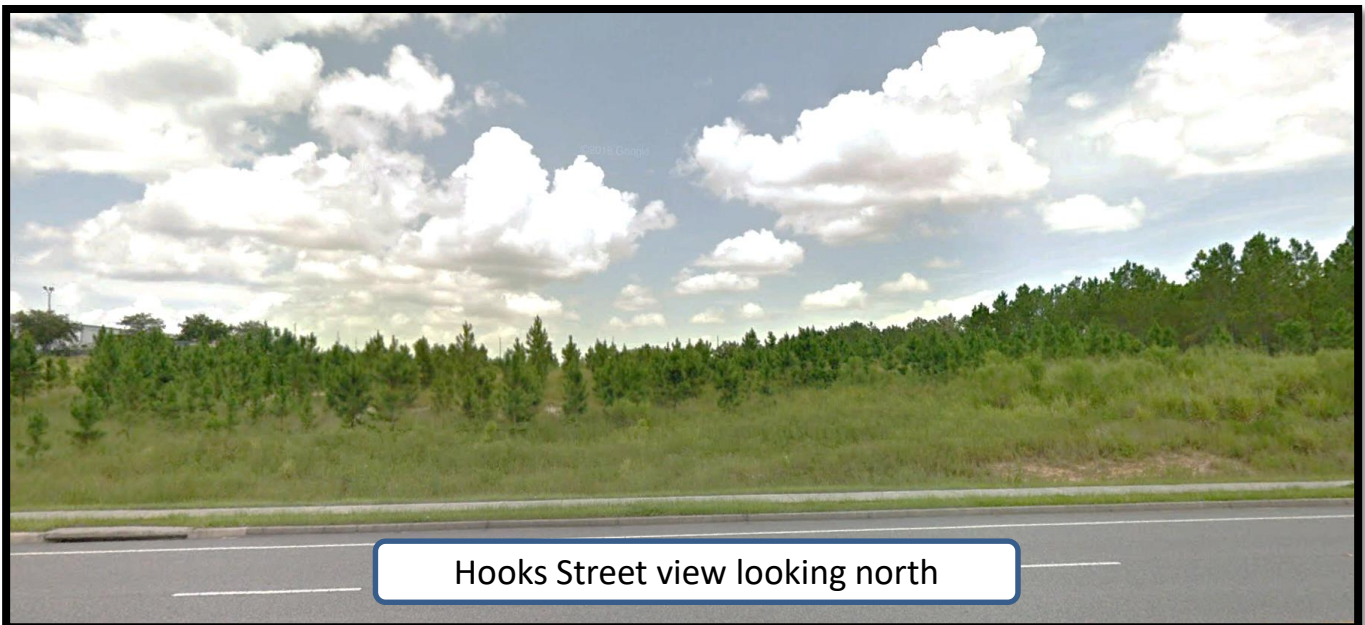
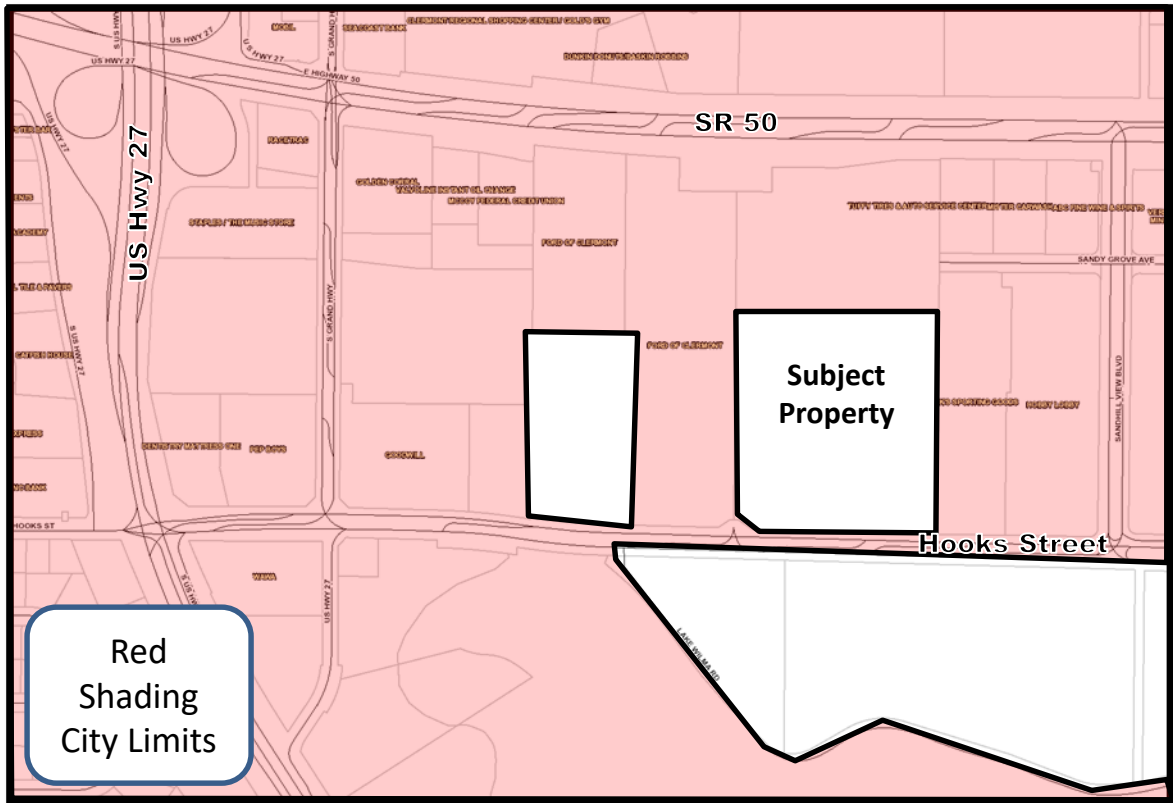
Future Land Use Map–Rocky Mount Commercial Phase 2



Zoning Map–Rocky Mount Commercial Phase 2



City Limits Map–Rocky Mount Commercial Phase 2





**CITY OF CLERMONT
REZONING
APPLICATION**

DATE: August 29, 2019

FEE: \$542.⁰⁰
+ cost of advertisement

PROJECT NAME (if applicable): Rocky Mount Commercial - Phase 2

APPLICANT: Rocky Mount Development Co., Inc.

CONTACT PERSON: Tom Dougherty

Address: 735 Almond Street, Suite A

City: Clermont State: FL Zip: 34711

Phone: 352-394-6151 Fax: _____

E-Mail: tom@tri-prorealty.com

OWNER: Same as Applicant

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Address of Subject Property: Northwest Quadrant Hooks Street & Sandhill View Blvd. (adjacent to the east to Ford of Clermont)

Legal Description (include copy of survey): Lake Highlands 29-22-26, Tracts 22 & 27 - Less Beginning at East Line of Tract 22 and South Line of FDOT Right of Way, Run south along East Line 500 Feet, North 89-39-36 West to West Boundary of said Tract 22, North to FDOT Right of Way, Easterly along said Southerly FDOT Right of Way to Point of Beginning - Being part of Tract 22 & 27, PB 2, PG 25, ORB 860, PG 1354, ORB 1004, PG 270, Public Records of Lake County Florida

Acreage: 10.8 +/- Land Use: Regional Commercial
(City verification required)

Present Zoning: UE Proposed Zoning: C-2
(City verification required)



**CITY OF CLERMONT
REZONING
APPLICATION**
Page 2

Answers to the following questions are required to complete this application.

What are you proposing to do that would require a rezoning?

Requesting Annexation into the City of Clermont, which requires a rezone.

The property is to be developed for General Commercial uses, in conformance with the surrounding area.

Tom K. Dougherty, P, D

Applicant Name (print)

X

Tom K. Dougherty
Applicant Name (signature)

Tom K Dougherty, P, D

Owner Name (print)

X

Tom K. Dougherty
Owner Name (signature)

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

Advertising Receipt

The Daily Commercial
PO Box 490007
Leesburg, FL 34749-0007
Phone: (352) 365-8200
Fax: (352) 365-1951

CITY OF CLERMONT
Carlie Zinker
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10091408
Phone: (352) 241-7331
Date: 10/09/19
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cle	10/21/2019	11/25/2019	\$250.68

LEGAL NOTICE

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

ORDINANCE NO. 2019-44

An ordinance under the Code of Ordinances of the City of Clermont, Lake County, Florida amending the official zoning map of the City of Clermont, referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances; Rezoning the real properties described herein as shown below, providing for severability, an effective date and publication.

LOCATION:

Vacant parcel approximately 1/2 mile east of the US Hwy 27 and Hooks Street intersection
Alternate Key 1103916
10.8 +/- Acres

This request will be considered by the Planning & Zoning Commission on Tuesday, November 5, 2019 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, December 10, 2019 at 6:30 p.m. for final enactment.

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10091408
October 21, 2019 &
November 25, 2019

LEGAL DESCRIPTION

Lake Highlands 29-22-26, Tracts 22 & 27 - Less Beginning at East Line of Tract 22 and South Line of FDOT Right of Way, Run south along East Line 500 Feet, North 89-39-36 West to West Boundary of said Tract 22, North to FDOT Right of Way, Easterly along said Southerly FDOT Right of Way to Point of Beginning - Being part of Tract 22 & 27, PB 2, PG 25, ORB 860, PG 1354, ORB 1004, PG 270, Public Records of Lake County Florida.

Site contains 10.8 +/- acres

From: Urban Estate
To: C-2 General Commercial

Payment Info	
Ad Price	\$250.68
Tax	\$0.00
Sub Total	\$250.68
Prepaid Amount	\$0.00
Balance Due	\$250.68



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, November 12, 2019	
Agenda Item Name	
Ordinance No. 2019-46 <i>Introduction Hancock Commons Apartments</i>	
Requested Action	
Recommend introduction of Ordinance 2019-46.	
Staff Report	
The owner, Clermont 15, LLC and Hancock Commons, LLC, is requesting an amendment to a PUD to allow 281 multifamily units on 16.49+/- acres located on vacant property northeast of the Hooks Street and Hancock Road intersection. The property is part of the original Hills of Clermont development that consisted of commercial, office, and residential use along Hooks Street and Hancock Road. A developer's agreement was signed between the developer and the Hills of Clermont Homeowners' Association in 2006 prohibiting multifamily development on this parcel. A modification of the developer's agreement was executed and recorded with the Lake County Clerk of the Courts on May 16, 2019 removing the prohibition of the multifamily development. The owner desires to develop an apartment complex on the property using the affordable housing bonus density process. The applicant has applied for 281 units on 16.49 acres. The base density of the parcel is 12 units per acre or 197 units. The bonus density request is for 84 units for a cumulative total of 281 units. This is a density of 17.1 units per acre. Under the Affordable Housing Density Bonus Ordinance 2018-30, applicants along the Hooks Street Corridor can request up to 20 units per acre through the provision of having affordable units based upon HUD standards and income limitations. The applicant has indicated 15 % of the bonus units would be provided for moderate-income households. This would be 0.15×84 bonus units = 13 affordable units. These units would remain as affordable units in perpetuity. The applicant has provided a conceptual site plan prepared by Kimley-Horn showing the four buildings, amenity area and associated parking. The multi-story buildings will have elevators since they may have a maximum height of 55 feet. The applicant has provided architectural elevations showing the proposed buildings along with sight lines.	



The applicant has requested seven waivers to the code in order to develop the project. Upon discussion and review, staff is able to support a majority of the requested waivers. The waivers are:

1. Allow private streets within the project with gated entry/exits.
2. Allow cut/fill exceeding 10 feet but not more than 15 feet on up to 20% of the site except for the stormwater system that may have up to 35 feet of cut, as indicated on the cut/fill exhibit.
3. Allow individual retaining wall height up to a maximum of 12 feet as indicated on the conceptual site plan.
4. Allow roll out trash collection for each building. If additional trash collection is required, an onsite compactor will be provided.
5. Allow proposed buildings with a maximum height of 55 feet.
6. Allow a building setback of 7.5 feet building setback line from property lines adjacent to stormwater management facilities.

The final waiver requested by the applicant, is not to be responsible for the construction of Hooks Street along the southern border of the property. Staff is unable to support this request since the continuation of Hooks Street will provide an additional east/west corridor parallel to SR 50 in the near future, offering some relief from SR 50. A condition for the developer to construct Hooks Street has been included in the PUD ordinance along with providing an option to seek impact fee credit from Lake County.

Staff believes the proposal meets the standards in regards to Section 122-315, Review Criteria for a PUD. The applicant is requesting seven waivers. A majority of the waivers have been requested before in other Planned Unit Developments. With the amended developer's agreement, the applicant has been able to move forward with this request that was previously prohibited. The request for the affordable housing density bonus units allowable under Ordinance 2018-30 have provided a mechanism for the increased density from 197 units up to 281 units or 17.1 dwelling units per acre.

Staff recommends approval of Ordinance 2019-46 for an amendment to a PUD to allow 281 multifamily units to be developed in substantial accordance with the Conceptual Sketch, Sheet SP-04, prepared by Kimley-Horn and Associates, Inc.

Additional Analysis	
Fiscal Impact Summary	

Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Ordinance 2019-46 Final CC Formatted	Ordinance 2019-46 Final CC Formatted.DOCX
2.	Hancock Commons Map	Hancock Commons Map.pdf
3.	Conceptual Site Plan	Conceptual Site Plan.pdf
4.	Clermont Rendering Hancock Commons Apts	Clermont Rendering Hancock Commons Apts.pdf
5.	A5-5.1_BUILDING 100 - RENDERED ELEVATIONS	A5-5.1_BUILDING 100 - RENDERED ELEVATIONS.PDF
6.	A5-5.0_BUILDING 100 - RENDERED ELEVATIONS	A5-5.0_BUILDING 100 - RENDERED ELEVATIONS.PDF
7.	Hancock Commons - Waiver Request Letter	Hancock Commons - Waiver Request Letter .pdf
8.	Waiver Request Letter-Attachment #1-Walls	Waiver Request Letter-Attachment #1-Walls.pdf
9.	Waiver Request Letter-Attachment #2-Cut-Fill	Waiver Request Letter-Attachment #2-Cut-Fill.pdf
10.	Recorded Dev Agreement 051619	Recorded Dev Agreement 051619.pdf
11.	Clermont Rezoning Application(signed)	Clermont Rezoning Application(signed).pdf
12.	ORD 2019-46 Hancock Commons Apts Legal Ad	ORD 2019-46 Hancock Commons Apts Legal Ad.pdf



CITY OF CLERMONT
ORDINANCE NO. 2019-46

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, RECORDING, AND PUBLICATION.

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

SECTION 1:

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

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4449, PAGE 2263 AND A PORTION OF LOT 5, HANCOCK COMMONS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 61, PAGES 87-88, BOTH OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID NW 1/4; THENCE WITH THE WEST LINE OF SAID NW 1/4, N01°06'13"E, A DISTANCE OF 291.34 FEET; THENCE S88°53'47"E, A DISTANCE OF 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF HANCOCK ROAD (100-FOOT RIGHT OF WAY PER OFFICIAL RECORDS BOOK 2010, PAGE 321, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA) AND THE POINT OF BEGINNING;

THENCE WITH SAID EAST RIGHT-OF-WAY LINE, N01°06'13"E, A DISTANCE OF 120.00 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, S88°53'47"E, A DISTANCE OF 279.16 FEET; THENCE N01°02'42"E, A DISTANCE OF 261.02 FEET; THENCE NORTHEASTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 140.00 FEET, A CENTRAL ANGLE OF 13°09'06" AND A CHORD BEARING AND DISTANCE OF N79°00'00"E, 32.06 FEET) FOR AN ARC DISTANCE OF 32.14 FEET TO A POINT OF NON-TANGENCY; THENCE N89°53'44"E, A DISTANCE OF 38.94 FEET; THENCE N00°21'11"E, A DISTANCE OF 27.25 FEET; THENCE NORTHWESTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 24.00 FEET, A CENTRAL ANGLE OF 90°48'31" AND A CHORD BEARING AND DISTANCE OF N44°29'27"W, 34.18 FEET) FOR AN ARC DISTANCE OF 38.04 FEET TO A POINT OF TANGENCY; THENCE N00°54'49"E, A DISTANCE OF 170.71 FEET; THENCE N09°48'38"E, A DISTANCE OF 43.74 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY WITH THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 30.40 FEET, A CENTRAL ANGLE OF 80°31'31" AND A CHORD BEARING AND DISTANCE OF N50°04'24"E, 39.29 FEET) FOR AN ARC DISTANCE OF 42.73 FEET TO A POINT OF TANGENCY; THENCE S89°39'51"E, A DISTANCE OF 603.64 FEET; THENCE S85°14'02"E, A DISTANCE OF 68.08 FEET; THENCE SOUTHEASTERLY WITH THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 4.80 FEET, A CENTRAL ANGLE OF 84°43'57" AND A CHORD BEARING AND DISTANCE OF S42°52'04"E, 6.47 FEET) FOR AN ARC DISTANCE OF 7.10 FEET TO A POINT OF TANGENCY; THENCE S00°30'05"E, A DISTANCE OF 16.19 FEET TO THE NORTH LINE OF TRACT A OF SAID HANCOCK COMMONS; THENCE WITH SAID NORTH LINE, N89°05'20"W, A DISTANCE OF 2.10 FEET TO THE WEST LINE OF SAID TRACT A; THENCE WITH SAID WEST LINE, S00°52'01"W, A DISTANCE OF 272.76 FEET TO THE SOUTH LINE



CITY OF CLERMONT
ORDINANCE NO. 2019-46

OF SAID TRACT A; THENCE WITH SAID SOUTH LINE, S89°46'36"E, A DISTANCE OF 230.01 FEET TO THE EAST LINE OF THE S 1/2 OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 27; THENCE WITH SAID EAST LINE, S00°52'01"W, A DISTANCE OF 459.16 FEET TO THE NORTH LINE OF HOOKS STREET EXTENSION (A PROPOSED 120-FOOT RIGHT OF WAY); THENCE WITH SAID PROPOSED NORTH RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES: 1) N89°12'30"W, A DISTANCE OF 166.38 FEET; 2) N88°57'53"W, A DISTANCE OF 417.63 FEET; 3) S77°04'10"W, A DISTANCE OF 114.90 FEET; 4) S68°31'15"W, A DISTANCE OF 125.31 FEET; 5) S70°10'37"W, A DISTANCE OF 68.40 FEET; 6) S74°51'59"W, A DISTANCE OF 72.40 FEET; 7) S80°11'08"W, A DISTANCE OF 44.21 FEET; THENCE LEAVING SAID PROPOSED NORTH RIGHT-OF-WAY LINE, N01°02'42"E, A DISTANCE OF 196.46 FEET; THENCE N88°53'47"W, A DISTANCE OF 279.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 16.499 ACRES OF LAND, MORE OR LESS.

LOCATION

Vacant property located northeast of the Hooks Street and Hancock Road intersection

From: Planned Unit Development with C-2 General Commercial Uses
To: Planned Unit Development with Multi-Family Uses

SECTION 2. General Conditions

This application is for a Planned Unit Development to allow for a multi-family residential Planned Unit Development; be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with the Conceptual Sketch, Sheet SP-04, prepared by Kimley-Horn and Associates, Inc., dated 10-2-2019, Hancock Commons. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.

SECTION 3. Land Uses and Specific Conditions

1. A total of up to 281 multi-family dwelling units (d.u) may be permitted on the site, which includes 197 units at a base density of 12 dwelling units/acre plus the affordable housing density bonus of 84 units. The dwelling units per acre shall not exceed 17.1 dwelling units /acre with the inclusion of the affordable housing component.
2. The Affordable Housing Density Bonus units shall be governed by Ordinance No. 2018-



CITY OF CLERMONT
ORDINANCE NO. 2019-46

30. The applicant has indicated 15% of the bonus units would be set aside for moderate income households. This would be 0.15 times 84 bonus units which equals 13 affordable units. These units shall remain as affordable units in perpetuity.
3. Building setbacks shall be 25 feet from the property line except adjacent to stormwater management facilities, which may be reduced to 7.5 feet.
 4. Maximum building height shall be up to 55 feet, measured at the highest point.
 5. The project will have private gated streets at all entrance points and will be maintained by the developer or designated party.
 6. The project may have elevation changes of up to 15 feet in height up to 20% of the project site, as shown on the cut and fill exhibit, with the exception of the stormwater system that may have up to 35 feet of cut. These elevation changes will be submitted to the City Engineer at the time of final engineering.
 7. Individual retaining wall height up to 12 feet in height are permitted to deal with grade changes on the perimeter of the project.
 8. The project may use dedicated roll out dumpsters for the development that will be incorporated into the buildings. A trash compacter may be substituted for roll out dumpsters for the project if the Applicant can demonstrate it can sufficiently meet the waste demands for the project.
 9. Elevators shall be installed in each multi-story apartment building.
 10. The developer will agree to construct that segment of Hooks Street lying along the southern property boundary in exchange for impact fee credits or other consideration as outlined in an agreement with the City and Lake County. The project shall be required to connect to Hooks Street as an access point for the development. This will be completed prior to first building receiving a Certificate of Occupancy.
 11. The buildings shall be constructed in a manner that closely resembles the architectural style and elevations as presented in the Davis Development sheet drawings A5-5.0 and A5-5.1, prepared by GLA-ATL, LLC, dated 07-26-2019 and shall meet the City of Clermont's Architectural Standards.
 12. Fiber optic conduit and pull boxes may be required to be installed by the developer in the utility easements to extend the City's fiber optic network. The City's Information Technology Director will work with the developer at the time of site plan review to determine the extent of fiber optic conduit. The City will reimburse the developer at 100 percent for all costs including design, permitting, materials, and construction of the fiber optic conduit and pull boxes.
 13. School concurrency shall be met before final site plan approval in accordance with the



CITY OF CLERMONT
ORDINANCE NO. 2019-46

Comprehensive Plan and Land Development Code.

14. If required by Lake County or Florida Department of Transportation, the developer shall be responsible to coordinate the modification of the existing traffic signals to accommodate safe and efficient traffic flow resulting from the project as identified in the Transportation Impact Analysis prepared on October, 2019 by Kimley-Horn.
15. The project shall be developed according to the C-2 General Commercial zoning designation in the Land Development Code, unless expressly stated above.

SECTION 4.

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

SECTION 5.

This Ordinance shall be recorded in the Public Records of Lake County, Florida.

SECTION 6.

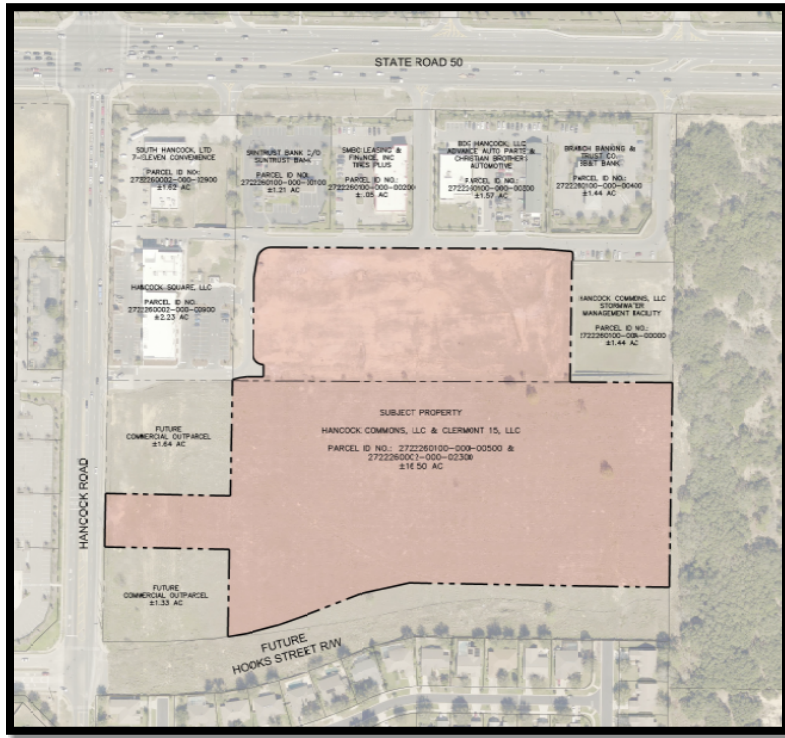
Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from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

SECTION 7.

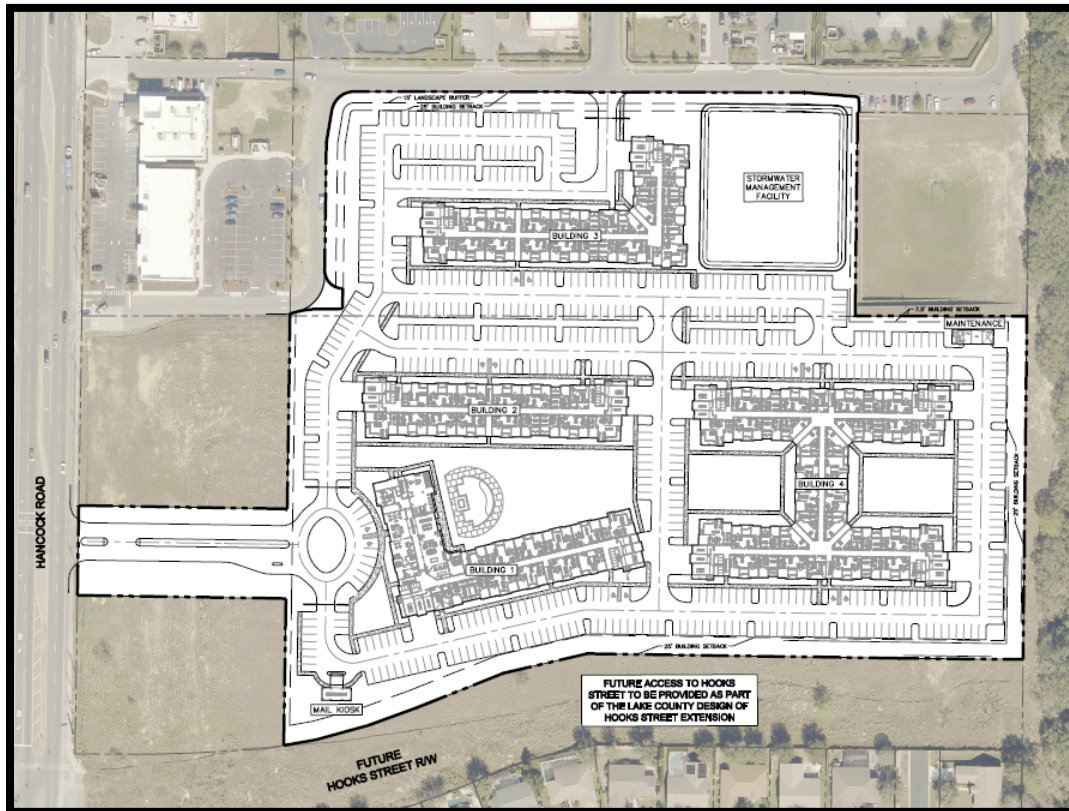
This Ordinance shall be published as provided by law, and it shall become law and take effect upon its Second Reading and Final Passage.

CITY OF CLERMONT
ORDINANCE NO. 2019-46

Location map:

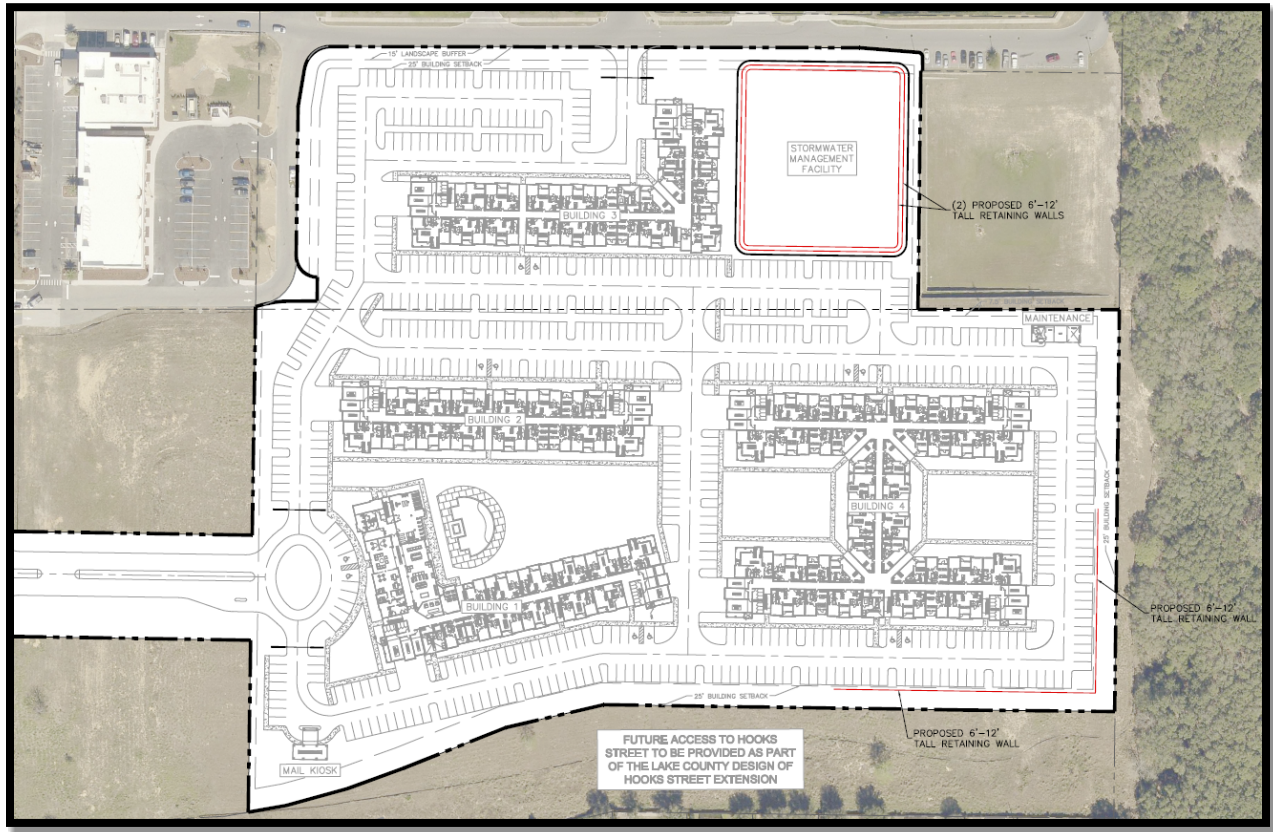


Conceptual Site Plan:

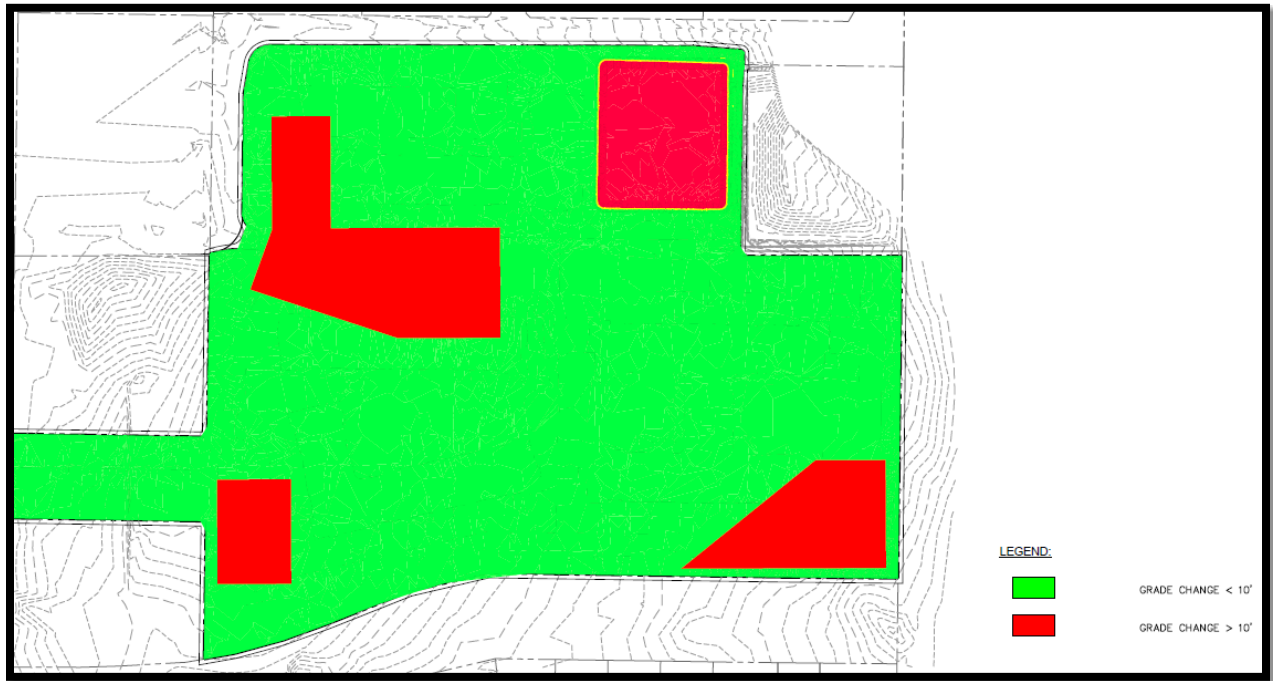


**CITY OF CLERMONT
ORDINANCE NO. 2019-46**

Retaining Wall Exhibit:



Cut/Fill Exhibit:







CITY OF CLERMONT
ORDINANCE NO. 2019-46

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 10th day of December, 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

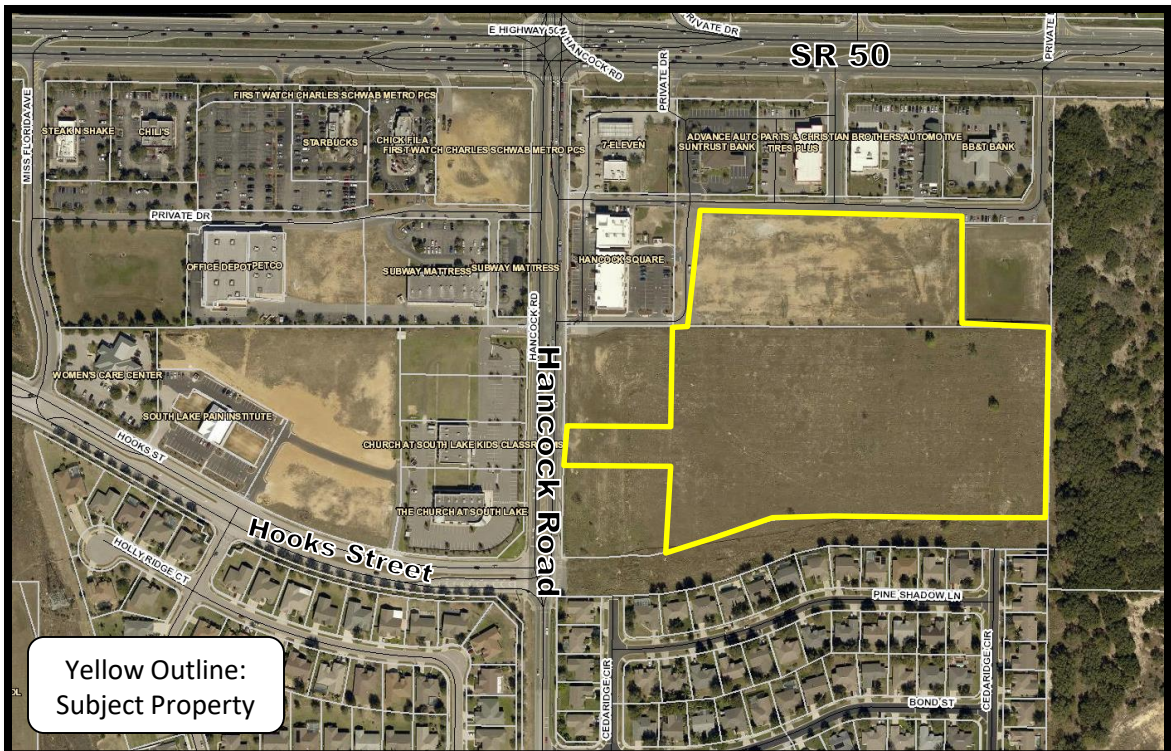
ATTEST:

Tracy Ackroyd Howe, MMC, City Clerk

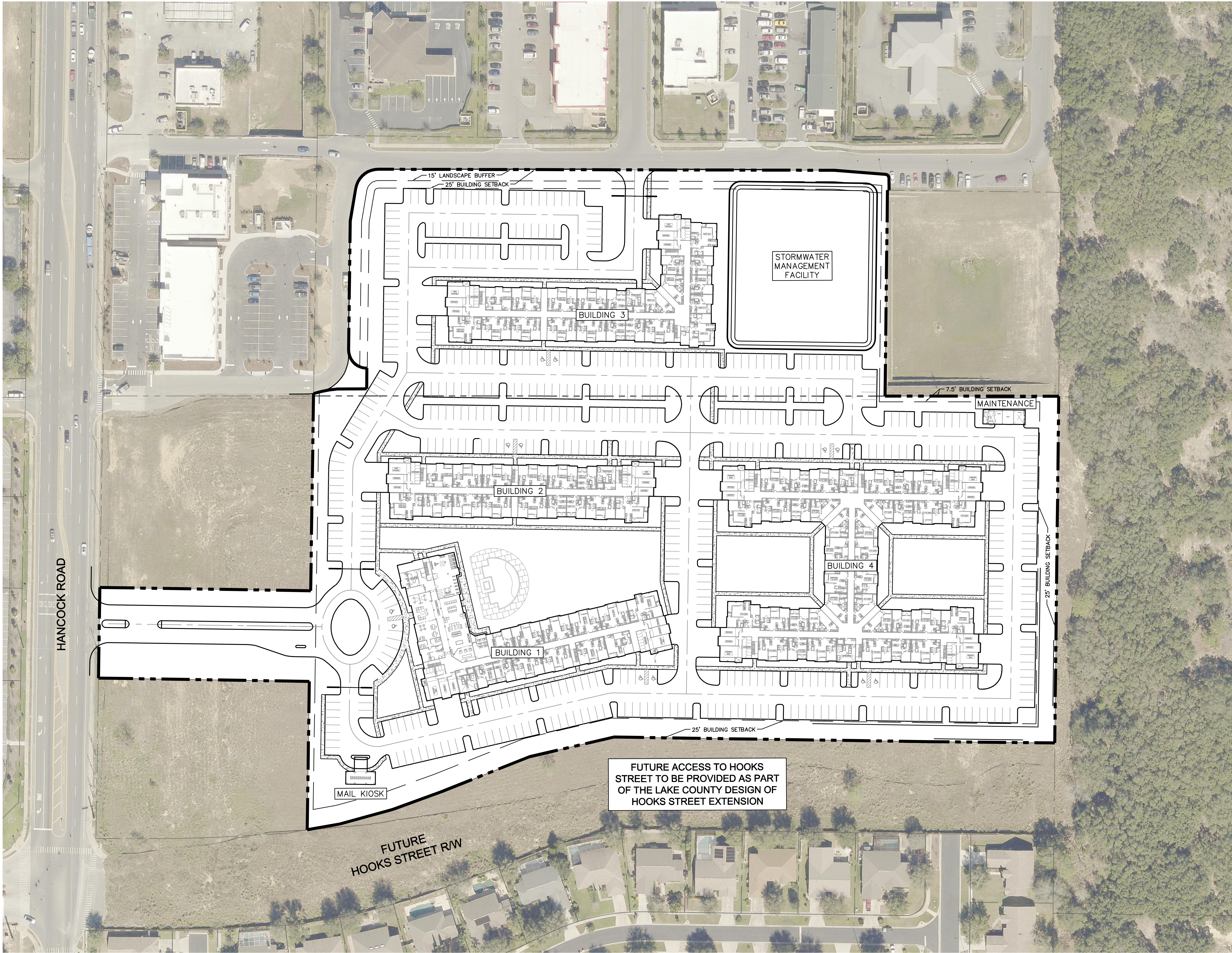
Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map – Hancock Commons Apartments



K:\ORL_Civil\149810004-Hancock Commons\CADD\CONCEPT\SP-04.dwg



SITE DATA:

TOTAL UNITS	281 UNITS
AVERAGE UNIT SIZE	1,043 SF
GROSS ACREAGE	21.53 AC
GROSS DENSITY	13.05 DU/AC
NET ACREAGE	16.22 AC
NET DENSITY	17.32 DU/AC
IMPERVIOUS COVER ALLOWED	11.35 AC (70%)
IMPERVIOUS COVER SHOWN	±10.0 AC (62%)

PARKING DATA:

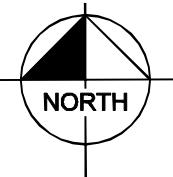
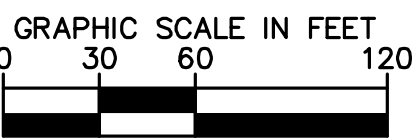
REQUIRED PARKING	
1 BEDROOM (112 DU X 1.5 SPACES/DU)	168 SPACES
2 BEDROOM (146 DU X 2.0 SPACES/DU)	292 SPACES
3 BEDROOM (23 DU X 2.5 SPACES/DU)	58 SPACES
	518 SPACES

PROVIDED PARKING

STANDARD	580 SPACES
550 PARKING LOT (10' X 20') SPACES	
30 GARAGE SPACES	
ADA ACCESSIBLE	12 SPACES
12 PARKING LOT (12' X 20') SPACES	
TOTAL	592 SPACES

REQUIRED ADA SPACES

580 SPACES X 2%	12 SPACES
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Kimley»Horn

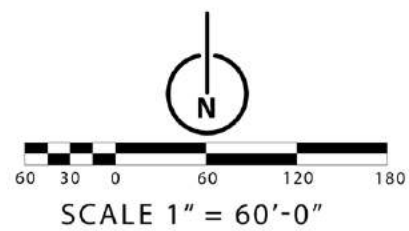
HANCOCK COMMONS

CITY OF CLERMONT, FLORIDA

CONCEPTUAL SKETCH

10/02/2019 - CONTACT BRENT A. LENZEN, P.E. (407) 427-1610

SP-04



HANCOCK COMMONS

CLERMONT, FLORIDA

Illustrative Site Plan





Hancock Commons - Perspective 1
10-09-2019

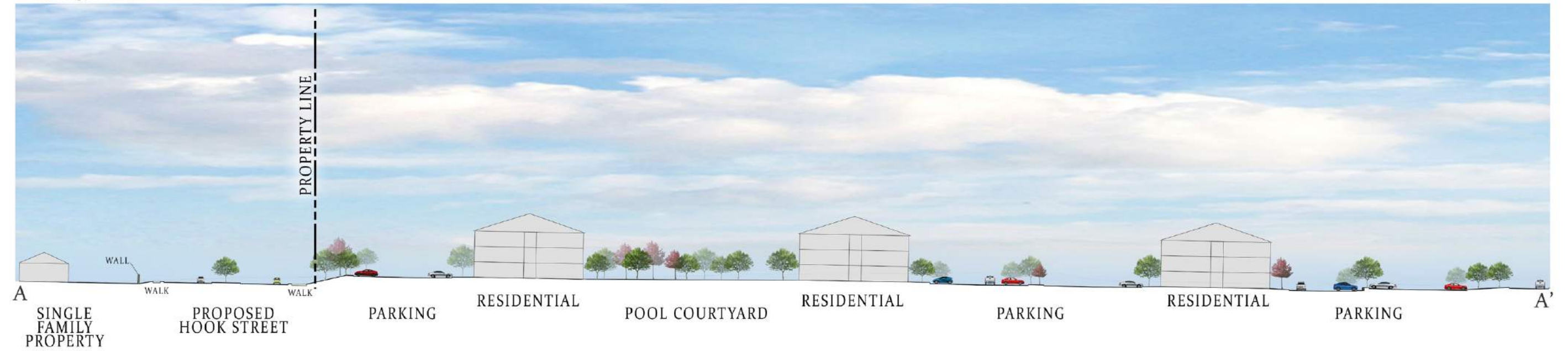




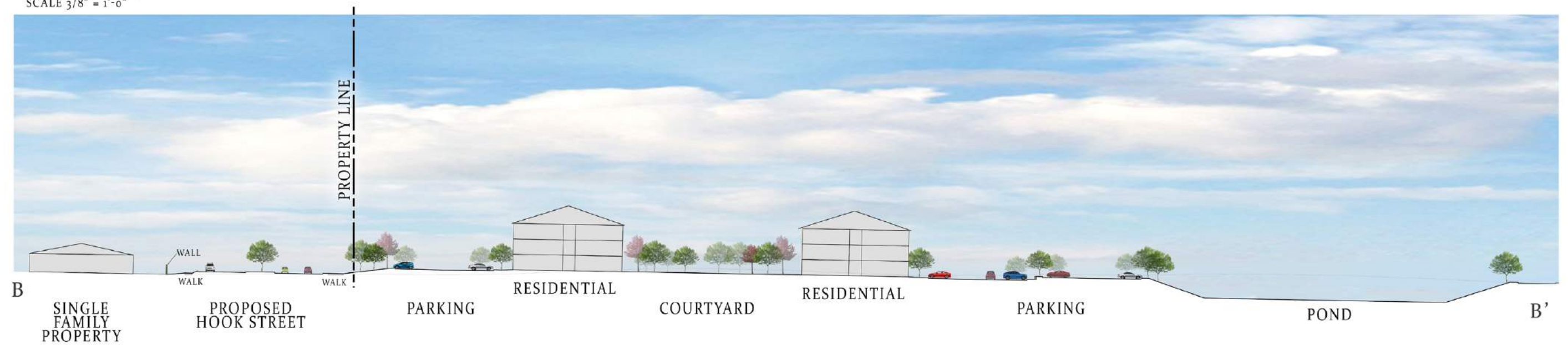
Hancock Commons - Perspective 2
10-09-2019



SITE SECTION A
SCALE 3/8" = 1'-0"



SITE SECTION B
SCALE 3/8" = 1'-0"

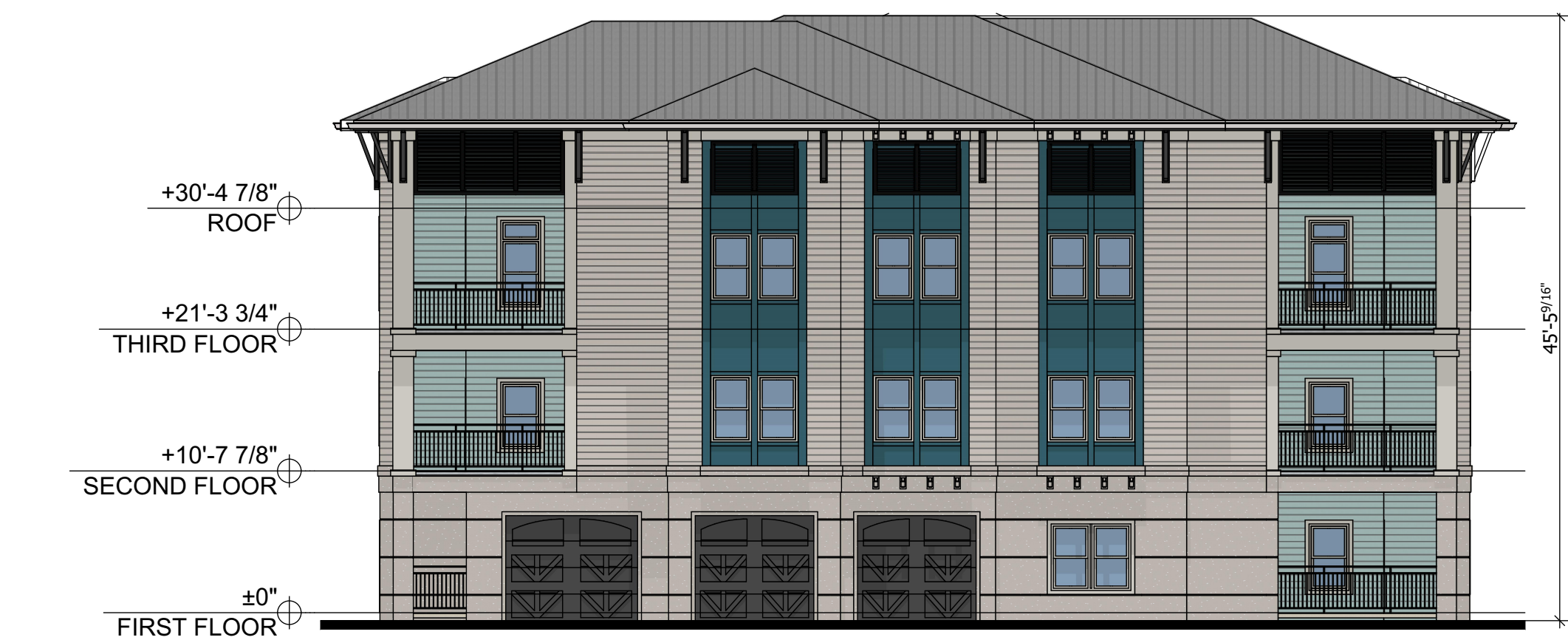




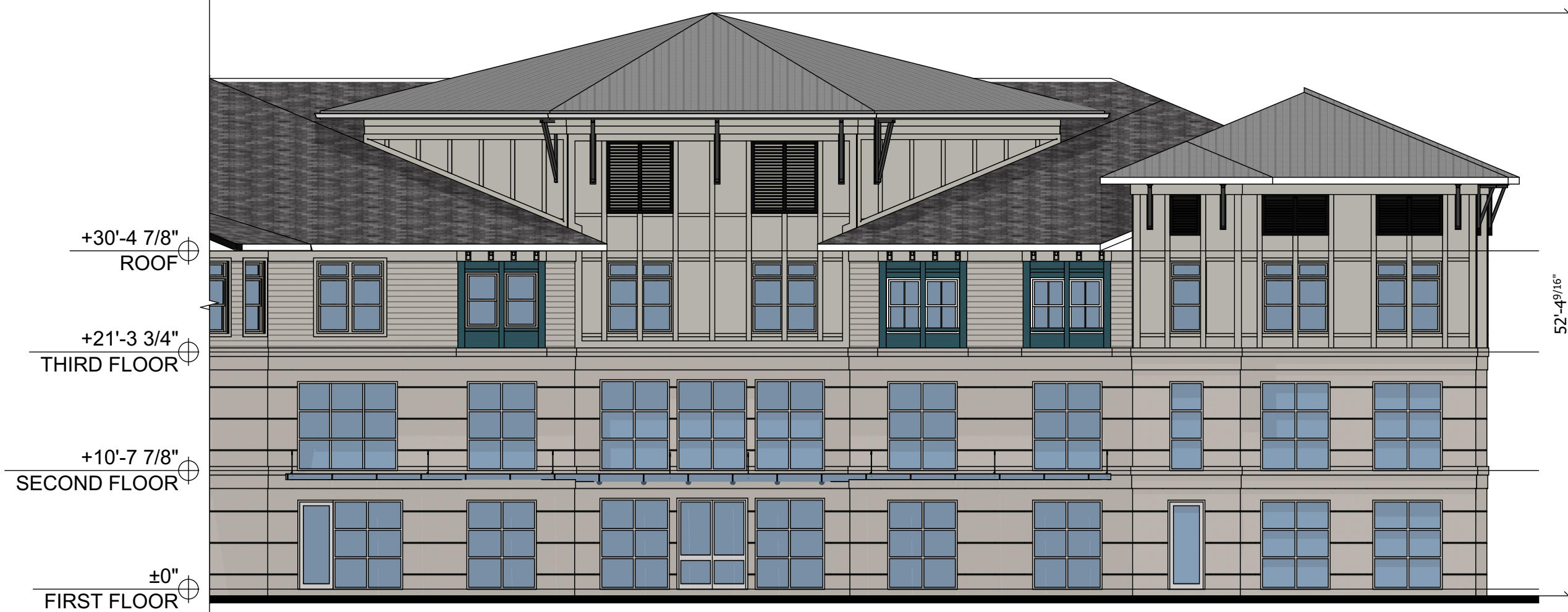
1 SOUTH ELEVATION
A5-5.1 SCALE: 3/32" = 1'-0"



2 SOUTH INTERIOR ELEVATION
A5-5.1 SCALE: 3/32" = 1'-0"

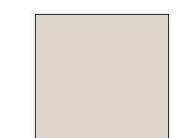
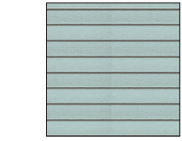
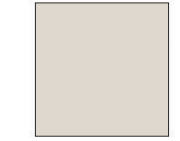
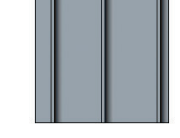
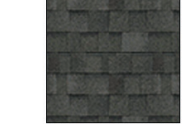


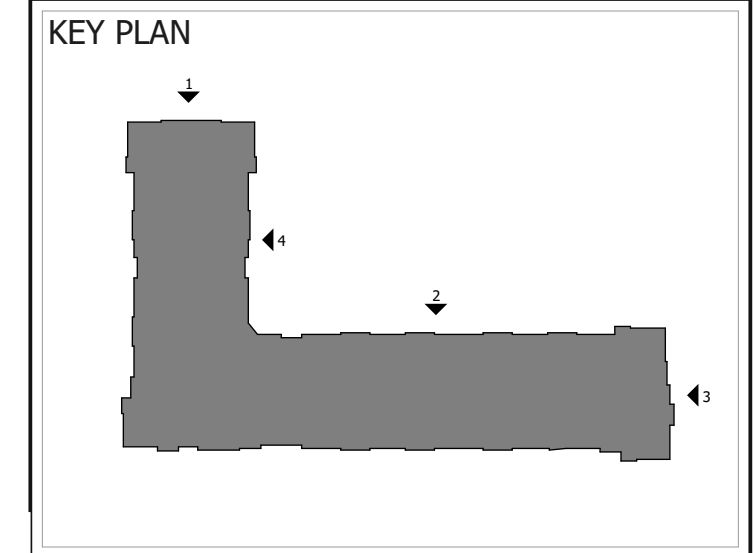
3 EAST ELEVATION
A5-5.1 SCALE: 3/32" = 1'-0"



4 EAST INTERIOR ELEVATION
A5-5.1 SCALE: 3/32" = 1'-0"

MATERIAL LEGEND

	- Fiber Cement Panel: Paint: Silken Peacock		- Stucco: Paint: Windfresh White		- Fiber Cement Panel: Paint: Windfresh White
	- Brackets, Garage Doors, Balcony Doors Doors (within Windfresh White Stucco) Paint: Peppercorn		- Lap Siding: Paint: Windfresh White		- Lap Siding: Paint: Watery (Inside Balconies)
	- Stucco: Paint: Peppercorn		- Trim, Corbels, Shutters, Doors (within Peppercorn Stucco): Paint: Windfresh White		- Metal Panel Roof: Charcoal
	- Railing, Louvers: Paint: Black		- Shingles: Williamsburg Gray		



GLA-ATL, LLC

649 11TH STREET
ATLANTA, GA 30318
VOICE: 404.228.1958
FAX: 404.228.8350

WWW.GLAATL.COM

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT. IT SHALL NOT BE REPRODUCED, PUBLISHED OR USED IN ANY WAY WITHOUT THE CONSENT OF THE ARCHITECT. THIS DRAWING SHALL NOT BE SCALED. COPYRIGHT © 2019 GLA, LLC

RELEASE DATES:

REV	#	DATE	DESCRIPTION
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STAMP:

CLIENT:



DAVIS DEVELOPMENT

STOCKBRIDGE, GEORGIA

PROJECT:

CLERMONT

CLERMONT FLORIDA

DRAWING TITLE:

BUILDING 100 -
RENDERED ELEVATIONS

DRAWN BY: MJ
CHECKED BY: BK

SCALE: AS NOTED
DATE: 07.26.19

PROJECT NUMBER: 1957

DRAWING NUMBER: A5-5.1

SCHEMATIC DESIGN

Rev. 07.26.19



October 8, 2019

City of Clermont
Development Services Department
685 W. Montrose St.
Clermont, FL 34712

Re: **Hancock Commons**
Waiver Request Letter

To Whom It May Concern:

As part of the project's PUD Rezoning submittal, please find below the requested Waivers:

❖ **Cut/Fill**

- o **LDC Sec. 94-195(c)(2):** *Elevation changes in topography shall be limited to ten feet.*
 - Request to exceed the limitation of 10' cut/fill within the areas of the development shown on the cut/fill heat map (see attached). Proposed cut/fill shall not exceed 35' in the pond area and 15' in all other areas indicated on the cut/fill heat map. 80% of the site will be designed to meet the cut/fill requirement of 10' maximum.

❖ **Retaining Wall Max Height**

- o **LDC Sec. 122-343(c)(2):** *Fences and walls in business, commercial and industrial districts shall be no higher than six feet.*
 - Request to exceed the limitation of a 6' max height retaining wall for the walls shown on the attached site plan. Maximum wall height in these areas shall not exceed 12'.

❖ **Trash Collection**

- o **LDC Sec. 114-8(a)(1):** *Townhouses and multifamily projects. Townhouse and multifamily projects shall provide a dumpster pad with an approved enclosure at a ratio of one dumpster for every 25 residential units or fraction thereof. Fee simple owned townhouses with direct road frontage (as opposed to parking lots or private drives) are exempt from dumpster service requirements.*
 - Request to remove requirement for trash collection to utilize dumpsters with enclosures. The proposed development is proposed to utilize roll out trash collection for each building.

❖ **Gates**

- o **LDC Sec. 110-192(1):** *There shall be no private streets or easements for street use platted in any subdivision unless a variance is granted by the city council. Private streets shall conform to the standard roadway design specified in this chapter. Approved private streets shall be privately maintained. All gated communities in the city shall install on each access gate into the community an emergency vehicle access control (EVAC) system. The EVAC system shall be installed and maintained at the communities expense for the purpose of public safety admittance into their development. The EVAC system shall be in addition, and separate, from the gate opening system that is provided for the residents. The installation of the EVAC system shall be done with a vendor of the communities choice.*
 - The proposed development is to be gated at all entrance points. Emergency access at these gates will be provided. All requirements in LDC Sec. 110-192(1) will be met.

❖ **Building Height**

- o **LDC Sec. 122-185(4):** *Height. Maximum height of 45 feet shall be allowable for the finished height of all buildings or structures, including architectural features. The height limitations of this chapter shall also apply to church spires, belfries, cupolas and domes not intended for human occupancy and may be a maximum of 55 feet in height. Facilities owned by the city are exempt from the height regulations.*
 - Request to exceed the maximum height limitation of 45'. Proposed buildings are to be greater than 45' but less than 55'.

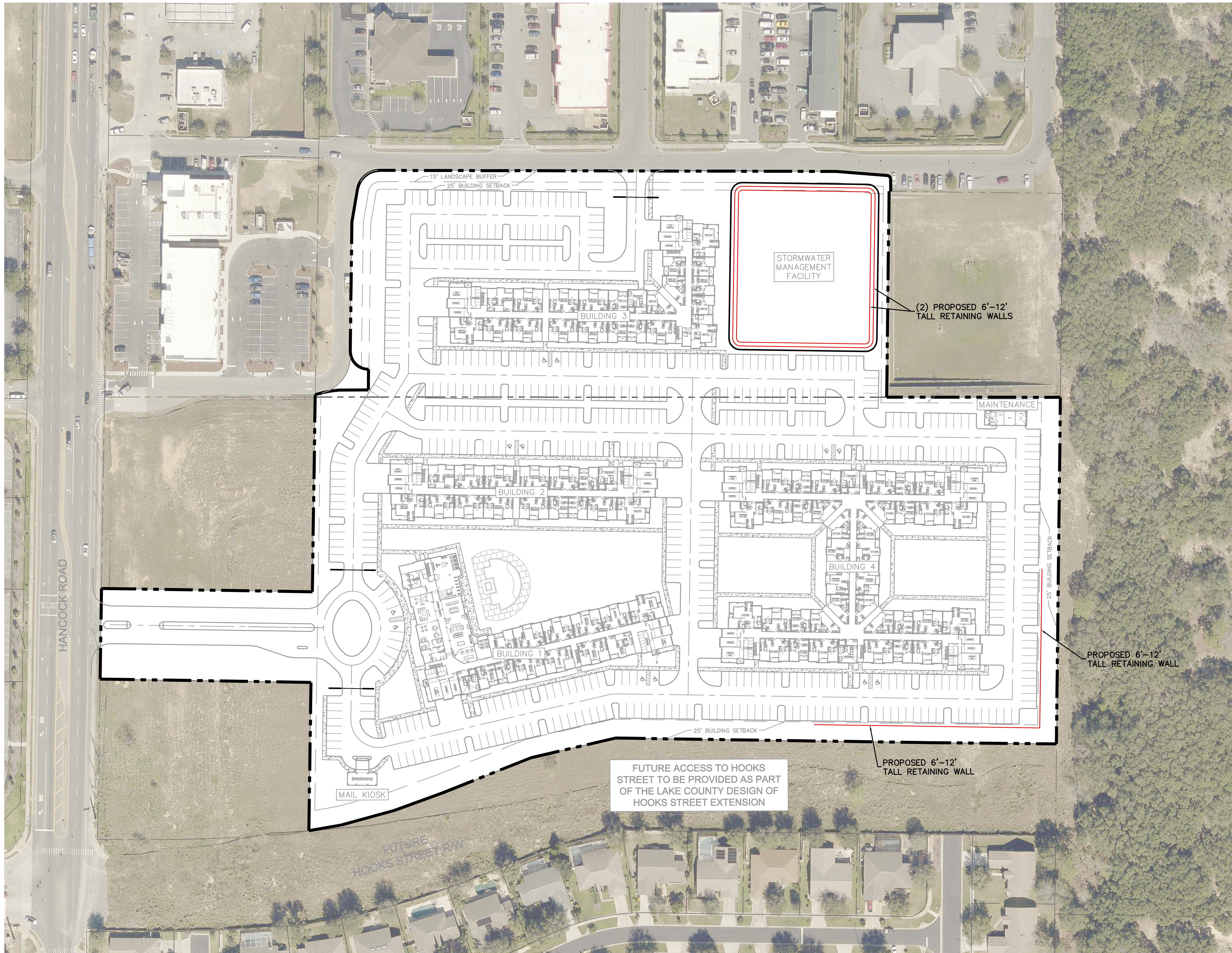
❖ **Hooks Street Extension**

- o **LDC Sec. 110-192:**
 - The proposed development will not be responsible for the extension of Hooks Street along the southern border of the property. Hooks Street Extension will be designed/permitted and constructed by Lake County.

❖ **Density**

- o **See Affordable Density Application included as part of this Submittal Package.**

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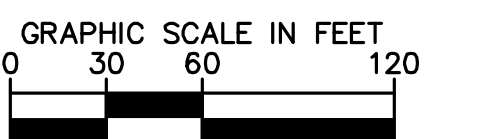


HANCOCK COMMONS

CITY OF CLERMONT, FLORIDA

CONCEPTUAL WALL LAYOUT

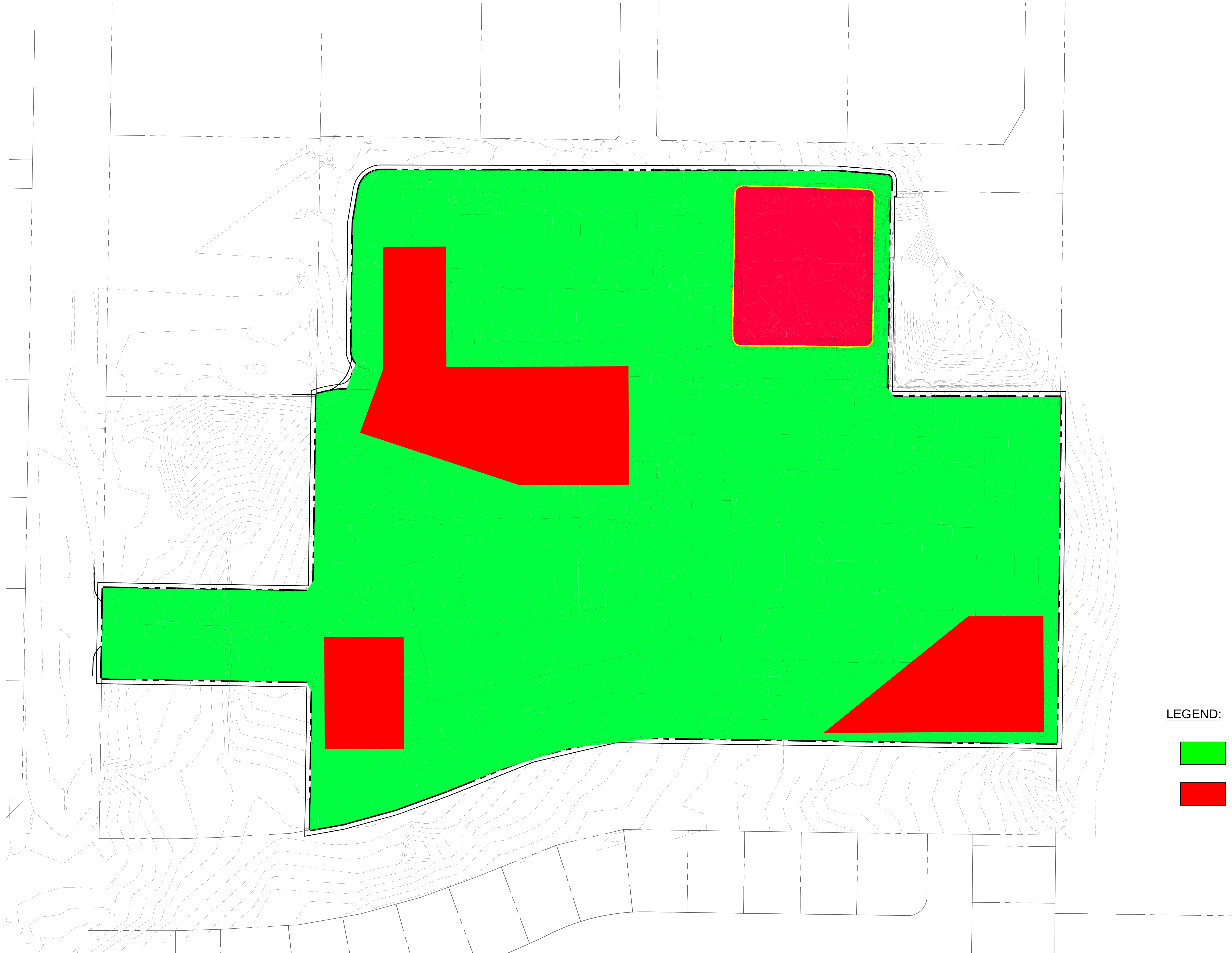
10/03/2019 - CONTACT BRENT A. LENZEN, P.E. (407) 427-1610



Kimley»Horn

EX-WALL

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LEGEND:



GRADE CHANGE < 10'



GRADE CHANGE > 10'

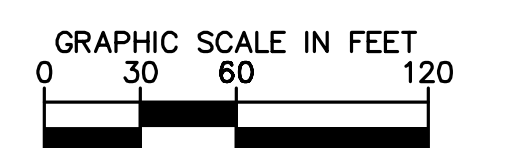
HANCOCK COMMONS

CITY OF CLERMONT, FLORIDA

CONCEPTUAL GRADE CHANGE EXHIBIT

10/03/2019 - CONTACT BRENT A. LENZEN, P.E. (407) 427-1610

EX-GD



Kimley»Horn

Prepared by and return to:
Preston Bolt
800 Highland Ave. Ste 200
Orlando, FL 32803
407 297-1600

Cross Ref: Book 3275, Page 2237

MODIFICATION OF DEVELOPMENT AGREEMENT
BETWEEN
CLERMONT 15, LLC
AND
THE HILLS OF CLERMONT HOMEOWNERS ASSOCIATION, INC.
FOR CERTAIN REAL
PROPERTY AS DESCRIBED BELOW

This Agreement entered into by and between Clermont 15, LLC ("**Clermont 15**") and Hancock Commons, LLC ("**Hancock Commons**") both having an address of 800 Highland Avenue, Suite 200, Orlando, Florida 32803, hereinafter sometimes referred to jointly as "**OWNERS**" and The Hills of Clermont Homeowners Association, Inc., whose address is 2755 Cedaridge Circle, Clermont, FL 34711, sometimes referred to as "**Association**."

WITNESSETH

WHEREAS, Hancock Fifteen, LLC ("**Hancock**") (erroneously referred to as Hancock 15, LLC) and **Association** entered into that certain Development Agreement dated March 7, 2006, recorded in OR Book 3275, Page 2237 Public Records of Lake County, Florida (the "Development Agreement") whereby **Hancock** restricted the use of the land described on **Exhibit "A"** attached hereto and made a part hereof (the "**Property**");

WHEREAS **Clermont 15** is the successor in interest of **Hancock** pursuant to foreclosures and deed transfers recorded in the Public Records of Lake County Florida;

WHEREAS, **OWNER** and **Association** desire to amend the Development Agreement to allow the development and operation of an apartment community which will include parking and amenities adjacent to commercial outparcels;

WHEREAS, **Clermont 15** warrants and represents that it is the in fee simple owner of the **Property** and is authorized to enter into this Agreement;

WHEREAS, the **Association** pursuant to its Declaration recorded at OR Book 1676, Page 2446 and its By-Laws recorded at OR Book 3696, Page 1087 has an interest in the development of the project and is authorized to enter into this Development Agreement.

NOW, THEREFORE, the parties hereto do hereby agree in consideration of the above, and the promises and undertakings hereinafter set forth, as follows:

1. The above recitals are true and correct and are incorporated herein as if set forth below. Unless otherwise defined herein the terms as defined in the Development Agreement shall have the same meaning herein.

2. Paragraph "3" of the Development Agreement is hereby deleted in its entirety and the following is inserted in lieu thereof:

"3. Developer does hereby agree on behalf of itself and on behalf of any, heirs, assigns, transferees, beneficiaries, or property owner associations that the Restricted Land shall be developed in accordance with the restriction that the following listed operations shall not be permitted on its Restricted Land.

- A. All 24-hour operations.
- B. Automobile and truck services, car washes and automobiles, truck, boat and farm equipment sales;
- C. Recreational facilities, theaters including drive-ins, bowling alleys, skating rinks, billiard halls, miniature golf courses, driving ranges and tourist attractions;
- D. Restaurants with drive-ins;
- E. Stand-alone restaurant on the southernmost corner facing Hancock Road.
- F. Lounges, liquor stores, lodges or clubs;
- G. Residential storage warehouses;
- H. Agricultural service operations;
- I. Convenience stores and gas stations;
- J. Laundries;
- K. Hotels, motels and recreational vehicle parks;
- L. Automobile and truck repair garages, painting, welding and body shops;
- M. Mobile home parks;
- N. Cemeteries;
- O. Bus terminals, major equipment sales, manufactured housing sales, travel trailer and recreational vehicle sales."

4. The **OWNERS** or their successors and assigns shall be permitted to develop, operate and construct an apartment project and commercial project on the Property.

5. This Agreement shall at **OWNERS** expense, be recorded in the public records of Lake County, Florida and shall remain in effect unless amended or terminated in accordance with the applicable law. Therefore, it is expressly agreed that the terms and conditions herein run with, appertain and attach to the Property, as such this Agreement is binding on the Parties hereto, their heirs, personal representatives, successors, grantees and/or assigns.

[signatures begin on the following page]

IN WITNESS WHEREOF, the OWNER has executed this Agreement on the 8th day of May, 2019.

Signed, sealed and delivered.

CLERMONT 15, LLC, a Florida limit liability company

BY: ORANGE AND BLUE MANAGEMENT, LLC, Its manager

By:

Michelle C Carlton
Michelle C Carlton, Manager

HANCOCK COMMONS, LLC, a Florida limited liability company

BY: ORANGE AND BLUE MANAGEMENT, LLC, Its manager

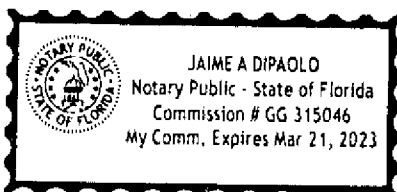
By:

Michelle C Carlton
Michelle C Carlton, Manager

State of Florida
County of Orange

The foregoing instrument was acknowledged before me this 8th day of May, 2019 by Michelle C Carlton, as Manager of ORANGE AND BLUE MANAGEMENT, LLC, a Manager of both CLERMONT 15, LLC and HANCOCK COMMONS, LLC, who ☒ is personally known or ☐ have produced _____ as identification.

[Notary Seal]



Printed
Name:

Jaime A. DiPaolo

My Commission
Expires:

03-21-23

Signed, sealed and delivered in our presence.

Misty Attie
Witness
Doree Shanoski

Witness
Lynne Mitchell
Witness
Madeline C. C.

Witness
Linda M. McCole
Witness
John J. McCole

THE HILLS OF CLERMONT
HOMEOWNERS' ASSOCIATION, INC.

By: JOHN SHANOSKI

Print Name: John Shanoski

Title: Director

By: SUREN RAMJATTAN

Print Name: Suren Ramjattan

Title: Director

By: Sean Kruckenberg

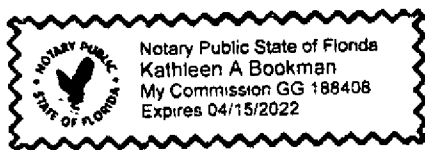
Print Name: Sean Kruckenberg

Title: Director

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 11th day of April, 2019
by John Shanoski as a Director of The Hills of Clermont Homeowner's Association
who [x] is personally known or [x] have produced
Florida Driver License as identification.

[Notary Seal]



Kathleen A. Bookman
Notary Public

Printed

Name: Kathleen A. Bookman

My Commission

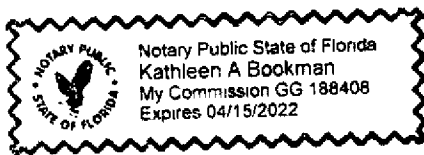
Expires: 4/15/2022

See acknowledgements following page

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 10th day of April, 2019 by Suren Ramjattan, as a Director of The Hills of Clermont Homeowner's Association who [] is personally known or [☒] have produced Florida license as identification.

[Notary Seal]



Kathleen A. Bookman
Notary Public

Printed
Name:

Kathleen A. Bookman

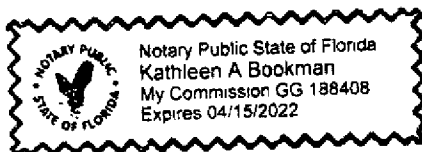
My Commission
Expires:

4/15/2022

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 30th day of April, 2019 by Sean Kruckenburg as a Director of The Hills of Clermont Homeowner's Association, who [] is personally known or [☒] have produced Florida license as identification.

[Notary Seal]



Kathleen A. Bookman
Notary Public

Printed
Name:

Kathleen A. Bookman

My Commission
Expires:

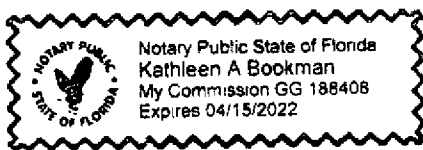
4/15/2022

State of Florida

County of Lake

The foregoing instrument was acknowledged before me this 14th day of May, 2019 by John Skanski, who [] are personally known or [x] have produced FL Drivers License as identification.

[Notary Seal]



Kathleen A Bookman
Notary Public

Printed
Name: Kathleen A Bookman

My Commission
Expires: 4/15/2022

Exhibit "A"

("Property")

DESCRIPTION:

That part of the Northwest 1/4 of Section 27, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at the West 1/4 corner of said Section 27; thence run S89°23'17"E along the South line of said Northwest 1/4 for a distance of 50.00 feet to the East right-of-way line of Hancock Road, as described in Official Records Book 2010, Page 321, of the Public Records of Lake County, Florida; thence run N00°42'51"E along said East right-of-way line for a distance of 58.87 feet to the POINT OF BEGINNING; thence continue N00°42'51"E along said East right-of-way line for a distance of 605.38 feet; thence leaving said East right-of-way line run S89°22'08"E along the North line of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of said Section 27 for a distance of 1268.28 feet; thence leaving said North line run S00°23'15"W along the East line of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of said Section 27 for a distance of 480.14 feet to a point being 95.52 feet on a bearing of N00°23'15"E from the Northeast corner of Lot 243, HILLS OF CLERMONT, according to the plat thereof, as recorded in Plat Book 44, Pages 27 and 28, of the Public Records of Lake County, Florida; thence leaving said East line run the following courses and distances: N89°21'43"W for a distance of 546.56 feet to the point of curvature of a curve concave Southerly having a radius of 890.00 feet and a chord bearing of S79°12'13"W; thence run Westerly along the arc of said curve through a central angle of 22°52'07" for a distance of 355.23 feet to the point of reverse curvature of a curve concave Northerly having a radius of 809.13 feet and a chord bearing of S73°06'21"W; thence run Westerly along the arc of said curve through a central angle of 10°40'23" for a distance of 150.72 feet to the point of compound curvature of a curve concave Northerly having a radius of 100.00 feet and a chord bearing of N88°28'21"W; thence run Westerly along the arc of said curve through a central angle of 26°10'13" for a distance of 45.68 feet to the point on a non-tangent curve concave Northerly having a radius of 800.00 feet and a chord bearing of S85°45'44"W; thence run Westerly along the arc of said curve through a central angle of 08°19'45" for a distance of 116.30 feet to the point of tangency; thence run S89°55'37"W for a distance of 74.19 feet to the POINT OF BEGINNING.

Containing 15.143 acres more or less and being subject to any rights-of-way, restrictions and easements of record.



**CITY OF CLERMONT
REZONING
FILING INSTRUCTIONS**

Any person requesting a Rezoning shall file a complete application and pay a fee as established by resolution of the City Council in the Development Services Department on or before the 1st day of the month; Complete applications may then be scheduled for Public Hearings the following month - on the 1st Tuesday (Planning & Zoning Commission), 2nd Tuesday (City Council first reading only) and 4th Tuesday (City Council adoption). All applications must be complete, and include applicable site plans and/or pertinent descriptive materials in order to be processed. Dependent upon the scope and/or magnitude of a particular project, scheduling of one or more City Council workshop(s) may also be necessary and additional time may be required prior to being scheduled for public hearings.

A Pre-Application meeting with the Development Services Director (or designated staff) may be required prior to submittal of the application. Please check with the Development Services Department staff.

The Applicant shall provide the following information with this application:

- ▶ Completed application. Include all signatures:
 - ◇ Applicant's signature (if different from owner of record)
 - ◇ Owner's signature (owner of record) unless power of attorney or notarized letter authorizing the applicant to act as the duly authorized agent for the owner is submitted with the application.
- ▶ Proof of ownership – (i.e. Lake County Property record card, tax receipt, deed, or tax receipt)
- ▶ Plot plan (drawn to scale) of the property involved showing the location of existing buildings or structures and the location of proposed buildings or structures which specifically delineates and illustrates the extent of the rezoning request. Maximum size for plans is 11" x 17" (two full size copies for detail as needed, depending on rezoning)
 - a. Name, address and phone number of the applicant.
 - b. North arrow, date and scale.
 - c. Property lines, existing structures, proposed structures and contiguous streets.
 - d. A short description of the proposed structural usage.
 - e. A topographical map with five (5) foot contour lines (if deemed necessary for clarification purposes by City staff).
- ▶ Fee: \$542.⁰⁰ plus the cost of the advertisement



**CITY OF CLERMONT
REZONING
APPLICATION**

DATE: September 30, 2019

FEE: \$542.⁰⁰

+ cost of advertisement

PROJECT NAME (if applicable): Chira/Davis Multifamily Housing

APPLICANT: Clermont 15, LLC and Hancock Commons, LLC

CONTACT PERSON: Michelle C. Carlton

Address: 800 Highland Ave, Suite 200

City: Orlando State: Florida Zip: 32803

Phone: 407-297-1600 Fax: _____

E-Mail: mcarlton@mcequity.com

OWNER: Clermont 15, LLC and Hancock Commons, LLC

Address: 800 Highland Ave, Suite 200

City: Orlando State: Florida Zip: 32803

Phone: 407-297-1600 Fax: _____

Address of Subject Property: SE quadrant of Highway 50 and Hancock Rd.

Legal Description (include copy of survey): See attached survey.

Acreage: 16.499

Land Use: Commercial

(City verification required)

Present Zoning: PUD

(City verification required)

Proposed Zoning: PUD



**CITY OF CLERMONT
REZONING
APPLICATION**
Page 2

Answers to the following questions are required to complete this application.

What are you proposing to do that would require a rezoning?

Development of a 281 unit multifamily residential project on the currently vacant 16.499-acre property
located within the SE quadrant of the intersection of SR 50 and Hancock Road in the City of Clermont,
FL. The proposed development PUD rezoning submittal includes Waiver requests, which are outlined on
the attached Waiver Request Letter.

Clermont 15, LLC and Hancock Commons, LLC
Applicant Name (print)

X 
Applicant Name (signature)

Michelle C. Carlton
Owner Name (print)

X 
Owner Name (signature)

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

Advertising Receipt

The Daily Commercial
PO Box 490007
Leesburg, FL 34749-0007
Phone: (352) 365-8200
Fax: (352) 365-1951

CITY OF CLERMONT
Carlie Zinker
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10091519
Phone: (352) 241-7331
Date: 10/14/19
Ad Taker: Joanne French

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cler	10/21/2019	11/25/2019	\$560.64

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

ORDINANCE NO. 2019-46

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, RECORDING, AND PUBLICATION

LOCATION

Vacant property located northeast of the Hooks Street and Hancock Road intersection. Approx. 16.5 +/- Acres

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4449, PAGE 2263 AND A PORTION OF LOT 5, HANCOCK COMMONS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 61, PAGES 87-88, BOTH OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID NW 1/4; THENCE WITH THE WEST LINE OF SAID NW 1/4, N01°06'13"E, A DISTANCE OF 291.34 FEET; THENCE S88°53'47"E, A DISTANCE OF 50.00 FEET TO THE

EAST RIGHT-OF-WAY LINE OF HANCOCK ROAD (100-FOOT RIGHT OF WAY PER OFFICIAL RECORDS BOOK 2010, PAGE 321, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA) AND THE POINT OF BEGINNING;

THENCE WITH SAID EAST RIGHT-OF-WAY LINE, N01°06'13"E, A DISTANCE OF 120.00 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, S88°53'47"E, A DISTANCE OF 279.16 FEET; THENCE N01°02'42"E, A DISTANCE OF 261.02 FEET; THENCE NORTHEASTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 140.00 FEET, A CENTRAL ANGLE OF 13°09'06" AND A CHORD BEARING AND DISTANCE OF N79°00'00"E, 32.06 FEET) FOR AN ARC DISTANCE OF 32.14 FEET TO A POINT OF NON-TANGENCY; THENCE N89°53'44"E, A DISTANCE OF 38.94 FEET; THENCE N00°21'11"E, A DISTANCE OF 27.25 FEET; THENCE NORTHWESTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 24.00 FEET, A CENTRAL ANGLE OF 90°48'31" AND A CHORD BEARING AND DISTANCE OF N44°29'27"W, 34.18 FEET) FOR AN ARC DISTANCE OF 38.04 FEET TO A POINT OF TANGENCY; THENCE N00°54'49"E, A DISTANCE OF 170.71 FEET; THENCE N09°48'38"E, A DISTANCE OF 43.74 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY WITH THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 30.40 FEET, A CENTRAL ANGLE OF 80°31'31" AND A CHORD BEARING AND DISTANCE OF N50°04'24"E, 39.29 FEET) FOR AN ARC DISTANCE OF 42.73 FEET TO A POINT OF TANGENCY; THENCE S89°39'51"E, A DISTANCE OF 603.64 FEET; THENCE S85°14'02"E, A DISTANCE OF 68.08 FEET; THENCE SOUTHEASTERLY WITH THE ARC OF A

CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 4.80 FEET, A CENTRAL ANGLE OF 84°43'57" AND A CHORD BEARING AND DISTANCE OF S42°52'04"E, 6.47 FEET) FOR AN ARC DISTANCE OF 7.10 FEET TO A POINT OF TANGENCY; THENCE S00°30'05"E, A DISTANCE OF 16.19 FEET TO THE NORTH LINE OF TRACT A OF SAID HANCOCK COMMONS; THENCE WITH SAID NORTH LINE, N89°05'20"W, A DISTANCE OF 2.10 FEET TO THE WEST LINE OF SAID TRACT A; THENCE WITH SAID WEST LINE, S00°52'01"W, A DISTANCE OF 272.76 FEET TO THE SOUTH LINE OF SAID TRACT A; THENCE WITH SAID SOUTH LINE, S89°46'36"E, A DISTANCE OF 230.01 FEET TO THE EAST LINE OF THE S 1/2 OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 27; THENCE WITH SAID EAST LINE, S00°52'01"W, A DISTANCE OF 459.16 FEET TO THE NORTH LINE OF HOOKS STREET EXTENSION (A PROPOSED 120-FOOT RIGHT OF WAY); THENCE WITH SAID PROPOSED NORTH RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES: 1) N89°12'30"W, A DISTANCE OF 166.38 FEET; 2) N88°57'53"W, A DISTANCE OF 417.63 FEET; 3) S77°04'10"W, A DISTANCE OF 114.90 FEET; 4) S68°31'15"W, A DISTANCE OF 125.31 FEET; 5) S70°10'37"W, A DISTANCE OF 68.40 FEET; 6) S74°51'59"W, A DISTANCE OF 72.40 FEET; 7) S80°11'08"W, A DISTANCE OF 44.21 FEET; THENCE LEAVING SAID PROPOSED NORTH RIGHT-OF-WAY LINE, N01°02'42"E, A DISTANCE OF 196.46 FEET; THENCE N88°53'47"W, A DISTANCE OF 279.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 16.499 ACRES OF LAND, MORE OR LESS.

From: Planned Unit Development with C-2 General Commercial Uses

To: Planned Unit Development with Multi-Family Uses

This request will be considered by the Planning & Zoning Commission on Tuesday, November 5, 2019 at 6:30 p.m. and a public meeting to consider the request will be held before the City Council on Tuesday, December 10, 2019 at 6:30 p.m. for final enactment.

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

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10091519
October 21, 2019 &
November 25, 2019

Payment Info	
Ad Price	\$560.64
Tax	\$0.00
Sub Total	\$560.64
Prepaid Amount	\$0.00
Balance Due	\$560.64



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date

Tuesday, November 12, 2019

Agenda Item Name

Ordinance No. 2019-47 *Introduction*
Heritage Square Distillery

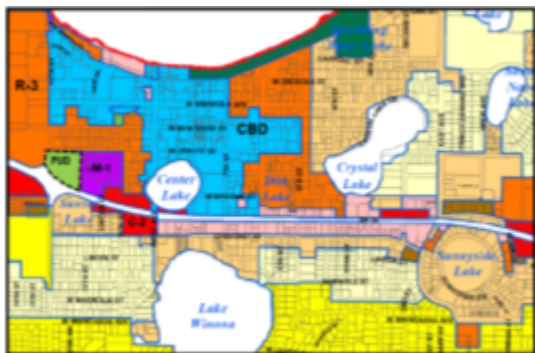
Requested Action

Recommend approval of Ordinance No. 2019-47

Staff Report

The applicant is requesting a zoning change from M-1 Industrial to Planned Unit Development (PUD), to allow for the development of a Distillery with a tasting room, restaurants and retail shops. The vacant 5.9 +/- acre parcel is located at the corner of State Road 50 and 12th Street. The current Land Use is Commercial and Planned Unit Development (PUD) zoning will allow the developer more flexibility to create a Master Development Plan for the property.

The subject property is located at the entrance and gateway of the City's Downtown Central Business District. The development of the property will promote and encourage more retail and mixed use business opportunities in the area. The Master Development Plan includes development for up to six (6) buildings with up to a maximum 60,000 total square footage for all buildings. The permitted uses are commercial, office, retail, restaurants, bottling and warehouse, spirits and alcohol production, distillery, bars, and any other distribution associated with the distillery. The project shall be designed in substantial accordance with the Conceptual Development Plan prepared by McCoy and Associates. The project will be required to comply with the Land Development Regulations and all buildings must comply with Clermont Architectural Standards. The applicant will be required to provide a Traffic Impact Study and comply with any identified traffic concurrency mitigation. Any Driveway Permits or Access points must be reviewed and approved by the City Engineer or his/her designee and by Lake County Public Works for any County Streets at the time of Site Plan Review.



The Planned Unit Development (PUD) zoning allows some flexibility to the Land Development Code, defined as waivers to the code. The applicant is requesting the following waivers:

1. To allow shared parking spaces between the restaurants and retail/commercial facilities.
2. To allow up to a maximum of 14 parking spaces between parking landscape islands.

3. To allow nine feet width x 20 feet depth (9' x 20') for employee parking spaces.
4. To allow the 11th Street Driveway Access within 35' of the Intersection.
5. To allow a 10 feet maximum height retaining wall instead of code requirements of 6 feet height.
6. To allow employee parking without internal terminal landscape islands.
7. To allow a 15 feet Building Setback for Building identified as (C) adjacent to 11th Street.

Staff has reviewed the application as submitted and finds the proposed project does meets the general requirements and standards for Section 122-315, Review Criteria for a PUD. The applicant is requesting several waivers to the Land Development Codes; the intent of PUD zoning is to allow more development flexibility by creating a development plan in accordance to the provisions of the land development code.

Staff recommends approval of Ordinance No. 2019-47 to rezone subject parcel from M-1 Industrial to 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 2019-47 Heritage Square Distillery PUD REZ	Ordinance 2019-47 Heritage Square Distillery PUD REZ.pdf	
2. Location Map	Location Map.pdf	
3. Zoning Map	Zoning Map.pdf	
4. Concept Site Plan-Final	Concept Site Plan-Final.pdf	
5. Concept Plan-(2)	Concept Plan-(2).pdf	
6. Application	Application.pdf	
7. ORD 2019-47 Legal Ad Proof	ORD 2019-47 Legal Ad Proof.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2019-47

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, RECORDING AND PUBLICATION.

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

SECTION 1.

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

LEGAL DESCRIPTION

All of Blocks 123 and 124, together with a portion of Juniata Street between Blocks 123 and 124 and the North ½ of vacated Broome Street lying South of Block 124, City of Clermont, according to the map of plat thereof as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida.

LOCATION

Vacant property located northeast of the 12th Street and State Road 50 intersection
(Alternate Key 1628580)

From: M-1 Industrial District
To: Planned Unit Development Zoning District (PUD)

SECTION 2. General Conditions

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with Exhibit A - Planned Unit Development (PUD) Conceptual Development Plan prepared by McCoy and Associates. Formal construction plans incorporating all conditions stated in this Ordinance shall be submitted for review and approved by the Site Review Committee prior to the issuance of a Zoning Clearance or any other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.



CITY OF CLERMONT
ORDINANCE NO. 2019-47

SECTION 3. Land Uses and Specific Conditions

1. The project may consist of up to six (6) buildings with up to a maximum 60,000 total square footage for all buildings. The permitted uses are commercial, office, retail, restaurants, bottling and warehouse, spirits and alcohol production, distillery, bars, and any other distribution associated with the distillery.
2. Building Setbacks

From State Road 50	50 feet from the property line
Side Street	25 feet from the property line
Side Yard Setback	12 feet from the property line
Rear Yard Setback	25 feet from the property line
3. Sidewalks shall be constructed adjacent to any streets' right-of-ways for pedestrian safety and to comply with Americans with Disabilities Act requirements.
4. The architectural features and building height shall not exceed 55 feet, measured at the highest point. The buildings shall be designed and constructed to meet the City of Clermont's Architectural Design Standards.
6. The project may be developed to allow shared parking between the restaurants, commercial, office and retail businesses.
7. The project may be developed to allow up to 14 parking spaces between landscape islands instead of code requirements of a maximum 10 parking spaces.
8. The project shall be developed according to the C-2 General Commercial zoning district in the Land Development Code, unless expressly stated above.
9. The project may be developed to allow 9 feet wide and 20 feet depth (9'x20') for employee parking spaces instead of requirements of the Land Development Code.
10. The project may be developed to allow employee parking without internal terminal landscape islands.
11. The project may be developed with no building landscaping in front of bay doors, but landscaping will be required around the office building.
12. The project may be developed to allow a maximum 10 foot height for retaining walls instead of 6 foot height requirements.
13. The Building identified as "C" setback may be reduced to 15 feet adjacent to 11th Street instead of the 25 feet requirement.
14. Any Driveway Permits or Access points must be reviewed and approved by the City Engineer or his/her designee and by Lake County Public Works for any designated County Streets at the time of Site Plan Review.



CITY OF CLERMONT
ORDINANCE NO. 2019-47

15. All fencing shall be ornamental wrought iron or metal, or decorative wood fencing, as approved by the Site Review Committee.
16. The 11th Street Driveway shall be within 35 feet of the intersection.
17. A Traffic Impact Study (TIS) shall be completed and reviewed by the Lake-Sumter Metropolitan Planning Organization. The study and comments shall be shared with all jurisdictions within the traffic impact area. If the study identifies a deficiency in the Level of Service of transportation facilities due to the proposed project, the developer shall be required to participate in mitigation strategies.

SECTION 4.

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

SECTION 5.

This Ordinance shall be recorded in the Public Records of Lake County, Florida.

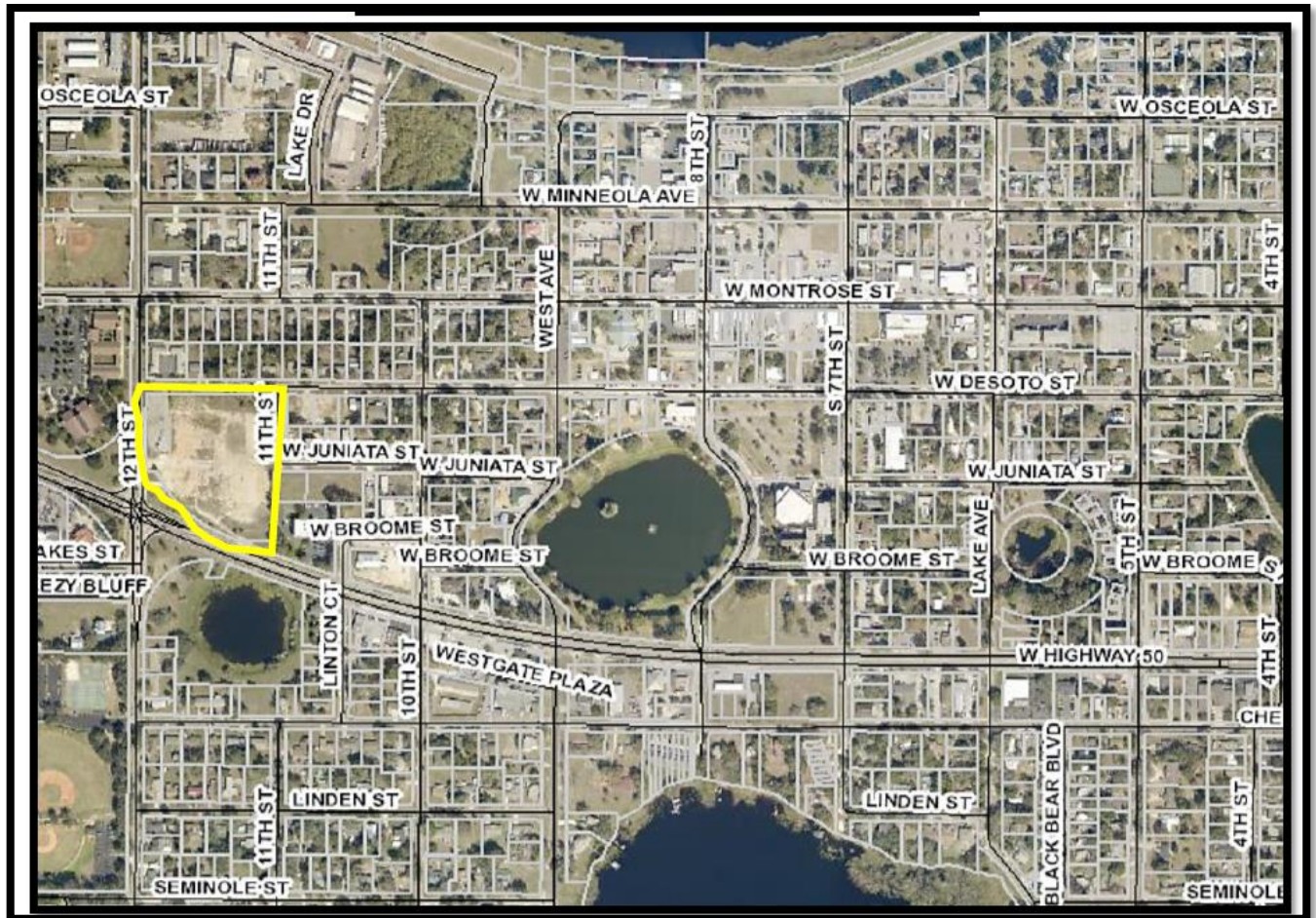
SECTION 6.

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

SECTION 7.

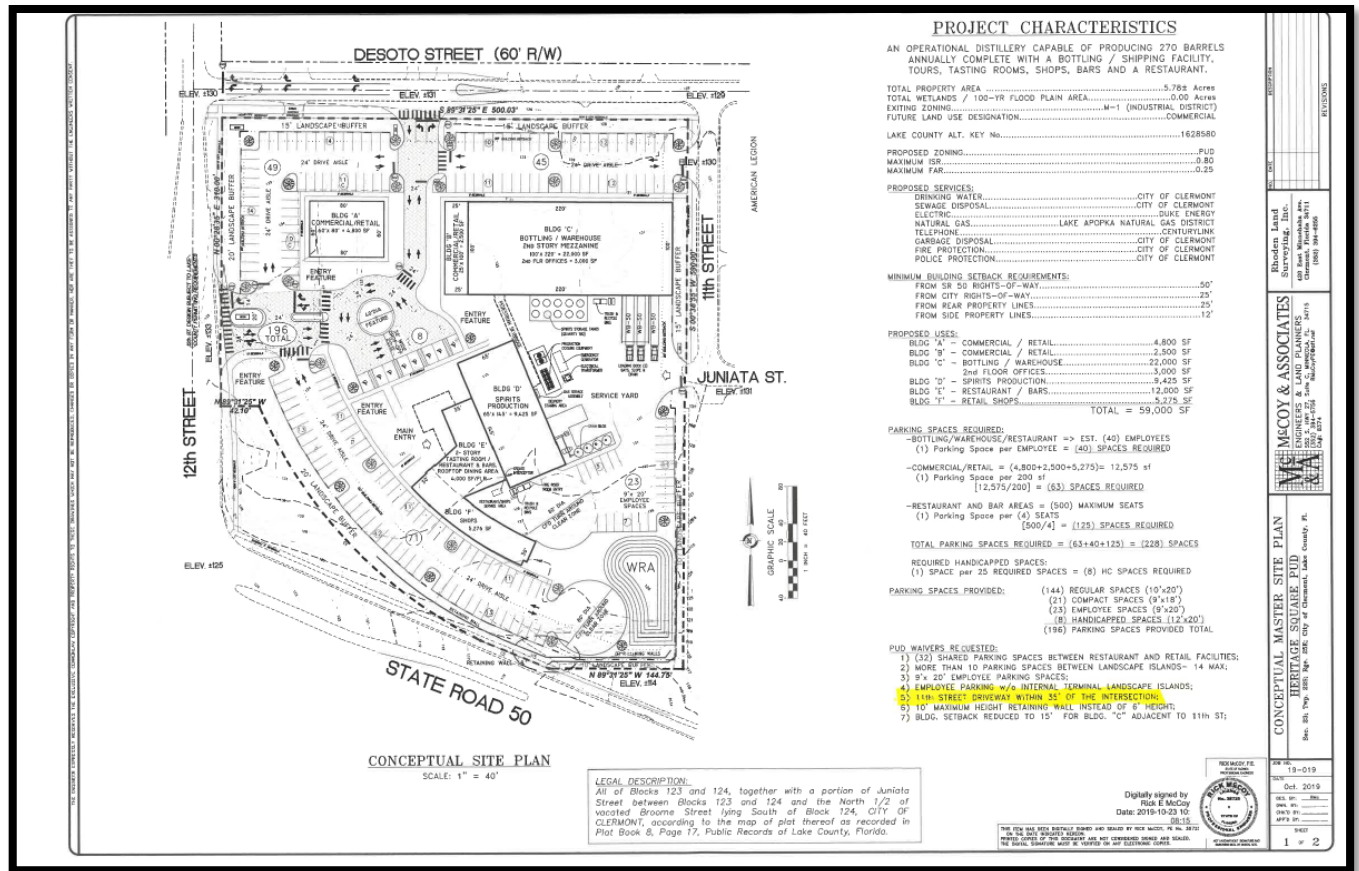
This Ordinance shall be published as provided by law, and it shall become law and take effect upon its Second Reading and Final Passage.

Location Map:



CITY OF CLERMONT ORDINANCE NO. 2019-47

Exhibit A:





CITY OF CLERMONT
ORDINANCE NO. 2019-47

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this _____ day of _____, 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

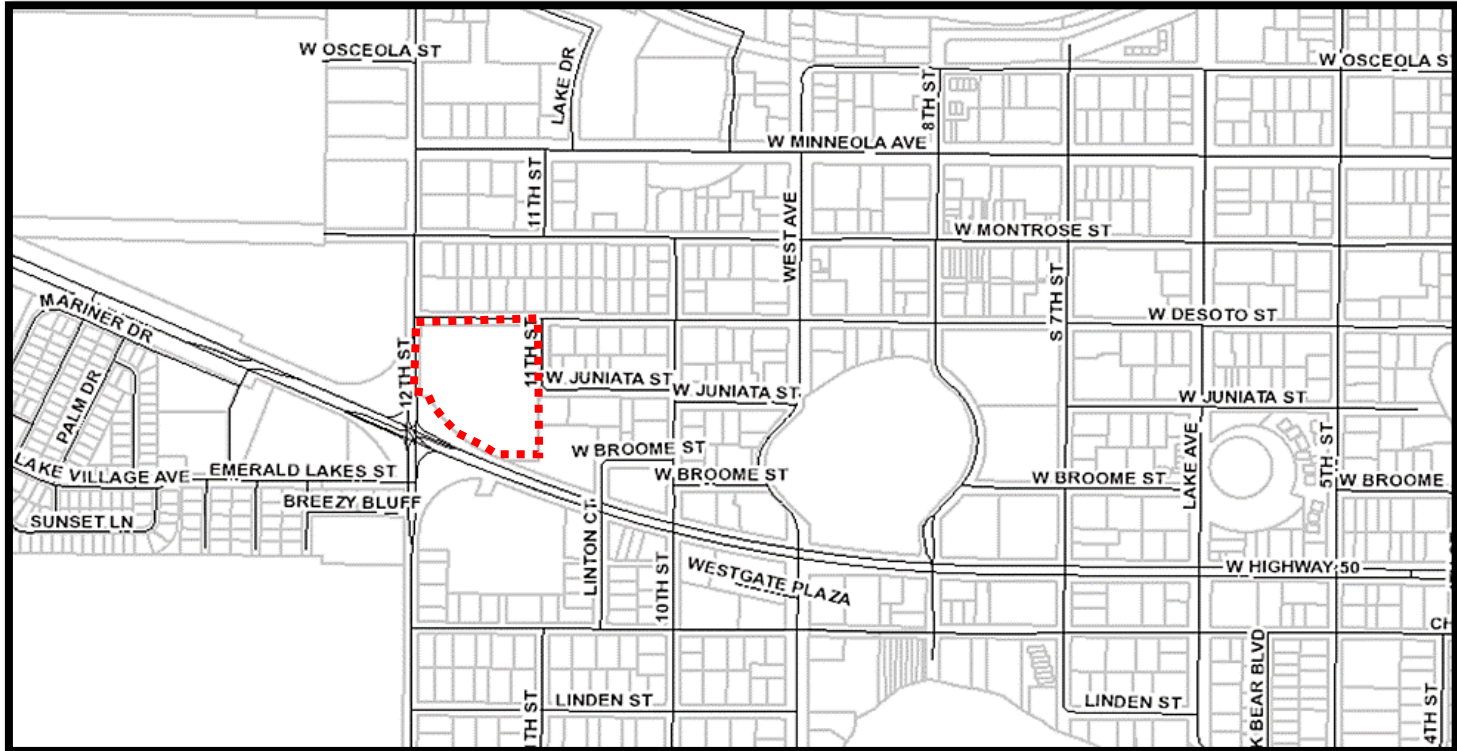
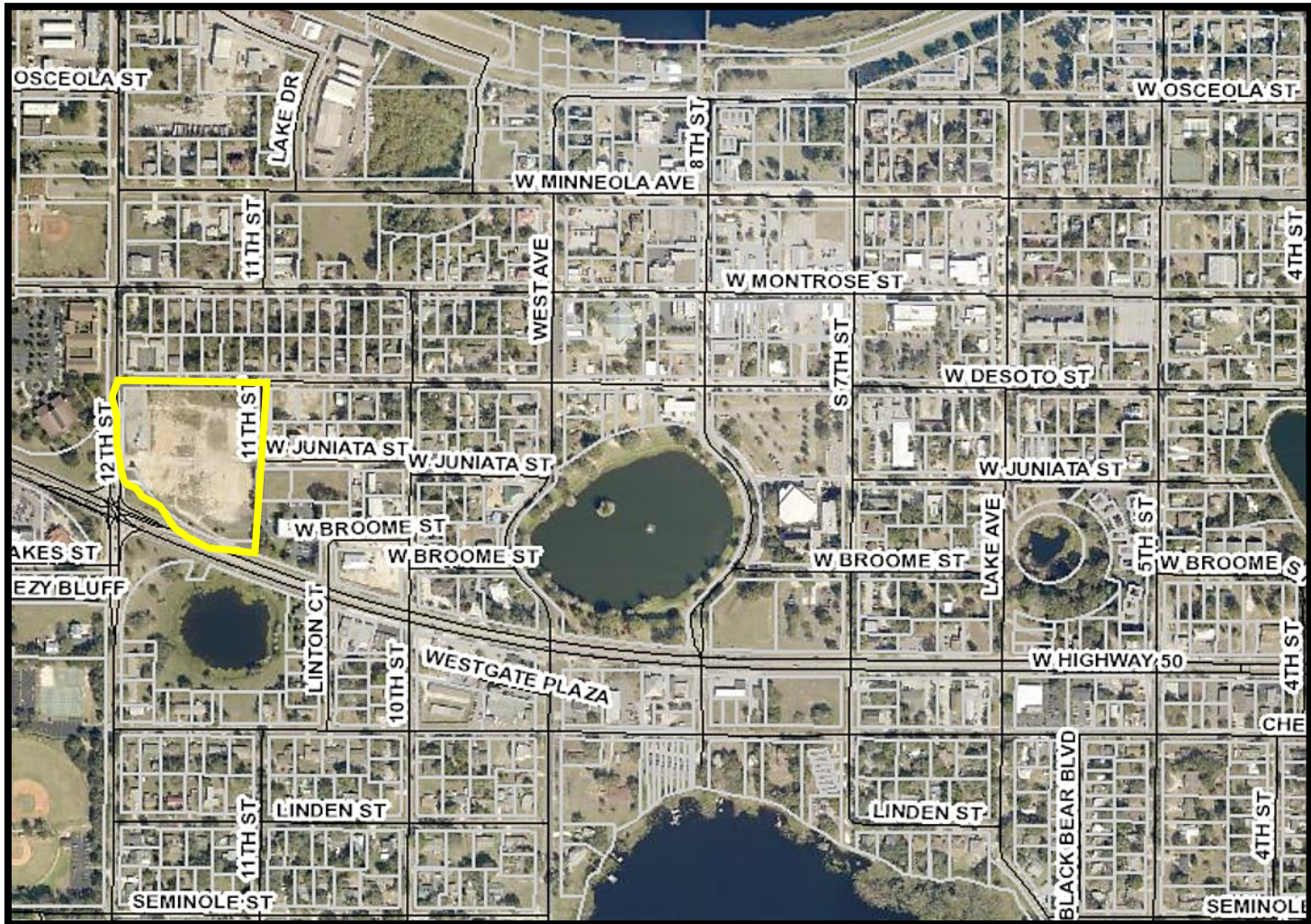
ATTEST:

Tracy Ackroyd Howe, MMC, City Clerk

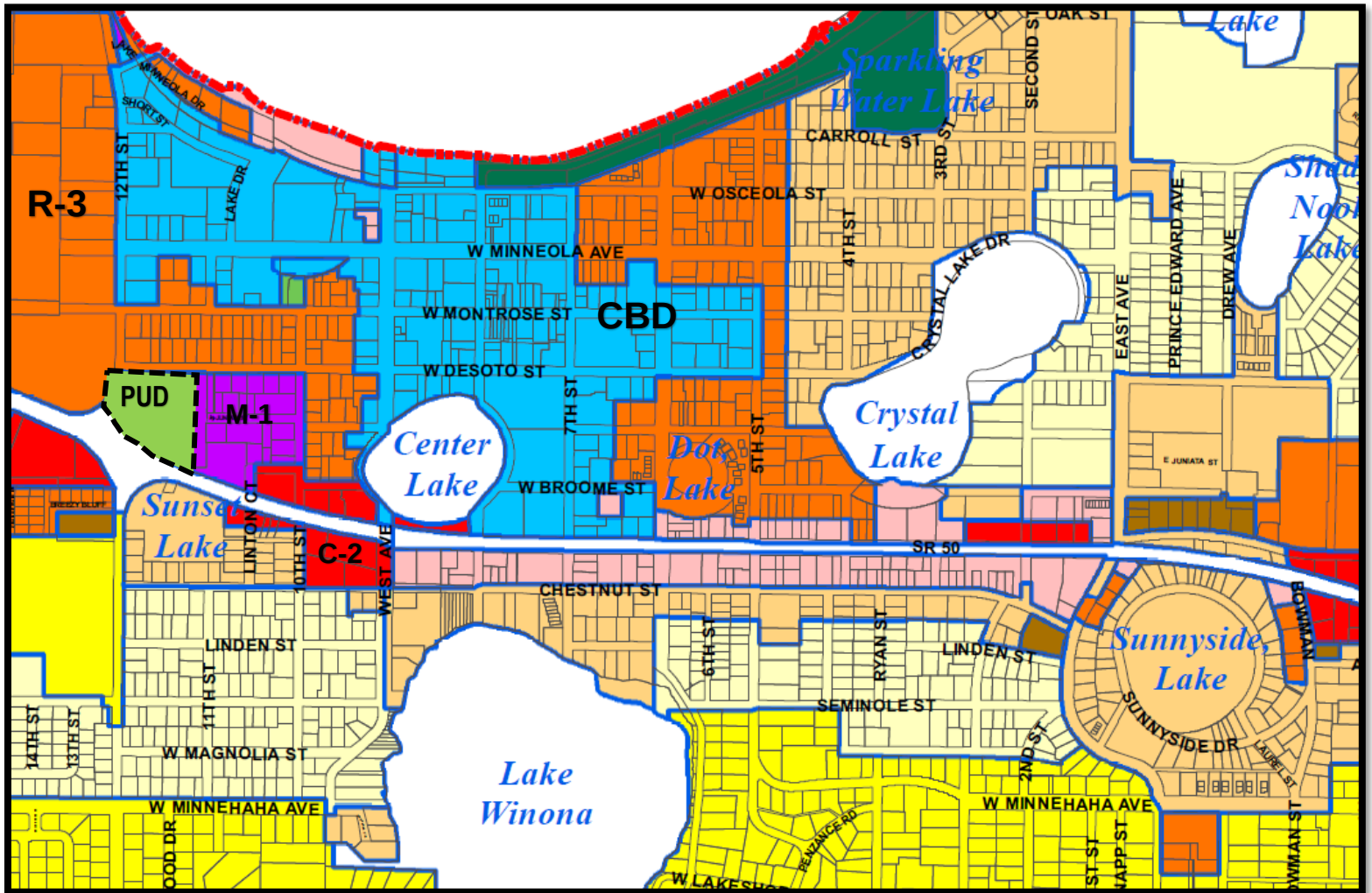
Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

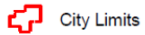
Location Map



Clermont Zoning Map



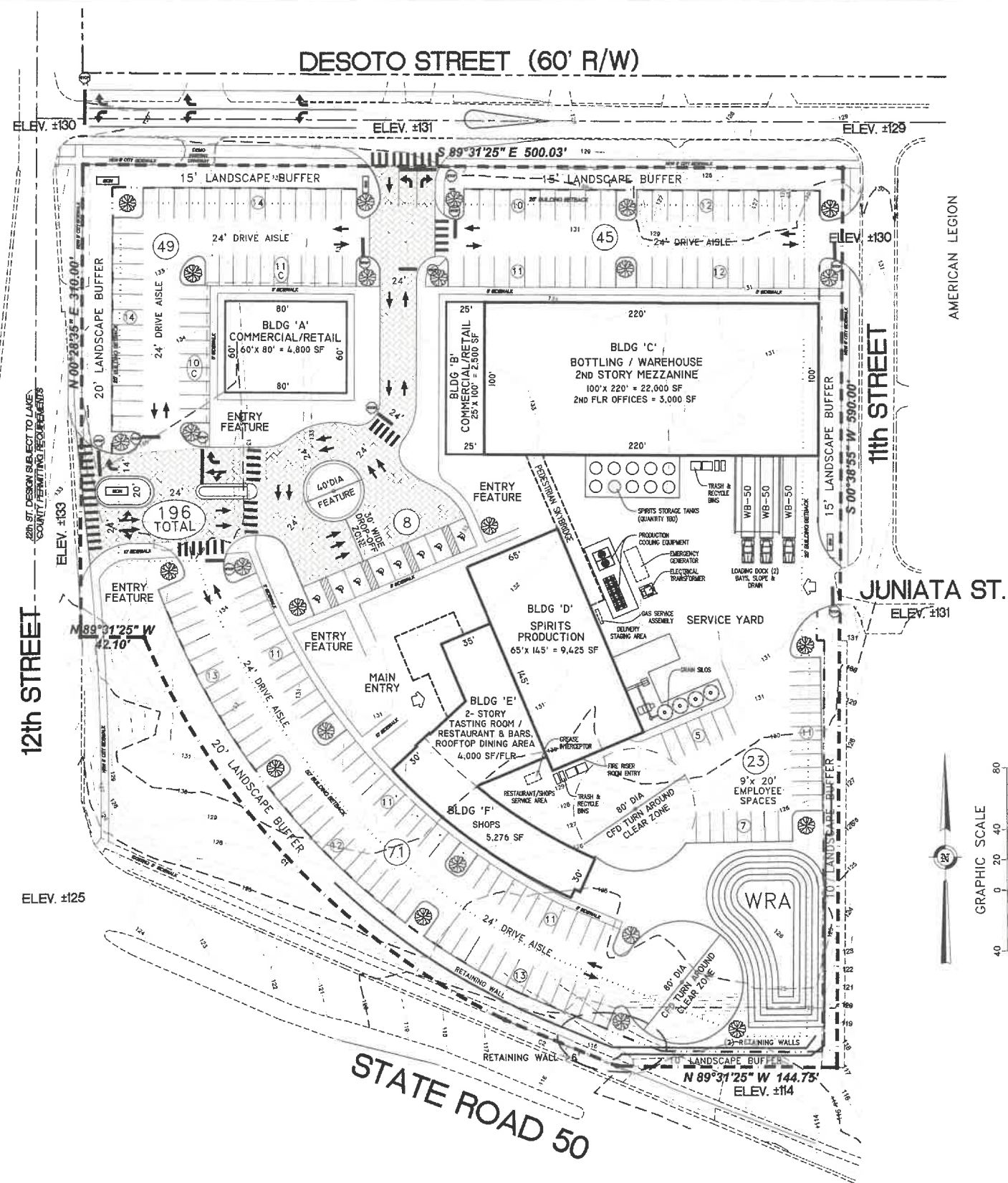
Legend



Zoning Designations

- UT URBAN TRANSITION DISTRICT
- UE URBAN ESTATE LOW DENSITY RESIDENTIAL DISTRICT
- R-1-A SINGLE FAMILY LOW DENSITY RESIDENTIAL DISTRICT
- R-1 SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL DISTRICT
- R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT
- R-3-A RESIDENTIAL/PROFESSIONAL DISTRICT
- R-3 RESIDENTIAL/PROFESSIONAL DISTRICT
- O-1 OFFICE DISTRICT
- C-1 LIGHT COMMERCIAL DISTRICT
- C-2 GENERAL COMMERCIAL DISTRICT
- CBD CENTRAL BUSINESS DISTRICT
- M-1 INDUSTRIAL DISTRICT
- CD COMMERCE DISTRICT
- PR PARKS AND RECREATION DISTRICT
- PUD PLANNED UNIT DEVELOPMENT
- AREAS NOT WITHIN THE CITY LIMITS

THE ENGINEER EXPRESSLY RESERVES THE EXCLUSIVE COMMUNAL COPYRIGHT AND PROPERTY RIGHTS TO THESE DRAWINGS WHICH MAY NOT BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER, NOR ARE THEY TO BE ASSIGNED TO ANY PARTY WITHOUT THE ENGINEERS WRITTEN CONSENT.



CONCEPTUAL SITE PLAN

SCALE: 1" = 40'

LEGAL DESCRIPTION:

All of Blocks 123 and 124, together with a portion of Juniata Street between Blocks 123 and 124 and the North 1/2 of vacated Broome Street lying South of Block 124, CITY OF CLERMONT, according to the map of plat thereof as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida.

PROJECT CHARACTERISTICS

AN OPERATIONAL DISTILLERY CAPABLE OF PRODUCING 270 BARRELS ANNUALLY COMPLETE WITH A BOTTLING / SHIPPING FACILITY, TOURS, TASTING ROOMS, SHOPS, BARS AND A RESTAURANT.

TOTAL PROPERTY AREA5.78± Acres
TOTAL WETLANDS / 100-YR FLOOD PLAIN AREA.....0.00 Acres
EXITING ZONING.....M-1 (INDUSTRIAL DISTRICT)
FUTURE LAND USE DESIGNATION.....COMMERCIAL

LAKE COUNTY ALT. KEY No.....1628580

PROPOSED ZONING.....PUD
MAXIMUM ISR.....0.80
MAXIMUM FAR.....0.25

PROPOSED SERVICES:

DRINKING WATER.....CITY OF CLERMONT
SEWAGE DISPOSAL.....CITY OF CLERMONT
ELECTRIC.....DUKE ENERGY
NATURAL GAS.....LAKE APOPKA NATURAL GAS DISTRICT
TELEPHONE.....CENTURYLINK
GARBAGE DISPOSAL.....CITY OF CLERMONT
FIRE PROTECTION.....CITY OF CLERMONT
POLICE PROTECTION.....CITY OF CLERMONT

MINIMUM BUILDING SETBACK REQUIREMENTS:

FROM SR 50 RIGHTS-OF-WAY.....50'
FROM CITY RIGHTS-OF-WAY.....25'
FROM REAR PROPERTY LINES.....25'
FROM SIDE PROPERTY LINES.....12'

PROPOSED USES:

BLDG 'A' - COMMERCIAL / RETAIL.....4,800 SF
BLDG 'B' - COMMERCIAL / RETAIL.....2,500 SF
BLDG 'C' - BOTTLING / WAREHOUSE.....22,000 SF
2nd FLOOR OFFICES.....3,000 SF
BLDG 'D' - SPIRITS PRODUCTION.....9,425 SF
BLDG 'E' - RESTAURANT / BARS.....12,000 SF
BLDG 'F' - RETAIL SHOPS.....5,275 SF
TOTAL = 59,000 SF

PARKING SPACES REQUIRED:

-BOTTLING/WAREHOUSE/RESTAURANT => EST. (40) EMPLOYEES
(1) Parking Space per EMPLOYEE = (40) SPACES REQUIRED

-COMMERCIAL/RETAIL = (4,800+2,500+5,275) = 12,575 sf
(1) Parking Space per 200 sf
[12,575/200] = (63) SPACES REQUIRED

-RESTAURANT AND BAR AREAS = (500) MAXIMUM SEATS
(1) Parking Space per (4) SEATS
[500/4] = (125) SPACES REQUIRED

TOTAL PARKING SPACES REQUIRED = (63+40+125) = (228) SPACES

REQUIRED HANDICAPPED SPACES:

(1) SPACE per 25 REQUIRED SPACES = (8) HC SPACES REQUIRED

PARKING SPACES PROVIDED:

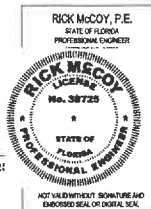
(144) REGULAR SPACES (10'x20')
(21) COMPACT SPACES (9'x18')
(23) EMPLOYEE SPACES (9'x20')
(8) HANDICAPPED SPACES (12'x20')
(196) PARKING SPACES PROVIDED TOTAL

PUD WAIVERS REQUESTED:

- (32) SHARED PARKING SPACES BETWEEN RESTAURANT AND RETAIL FACILITIES;
- MORE THAN 10 PARKING SPACES BETWEEN LANDSCAPE ISLANDS- 14 MAX;
- 9'x 20' EMPLOYEE PARKING SPACES;
- EMPLOYEE PARKING w/o INTERNAL TERMINAL LANDSCAPE ISLANDS;
- 11th STREET DRIVEWAY WITHIN 35' OF THE INTERSECTION;
- 10' MAXIMUM HEIGHT RETAINING WALL INSTEAD OF 6' HEIGHT;
- BLDG. SETBACK REDUCED TO 15' FOR BLDG. "C" ADJACENT TO 11th ST;

Digitally signed by
Rick E McCoy
Date: 2019-10-23 10:
08:15

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY RICK MCCOY, PE No. 38725
ON THE DATE INDICATED HEREON.
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED.
THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



McCOY & ASSOCIATES
ENGINEERS & LAND PLANNERS
552 S. HWY 27, Suite C, MINNEOLA, FL 34715
(352) 394-5756
rmccoy@att.net
CA# 6574

CONCEPTUAL MASTER SITE PLAN
HERITAGE SQUARE PUD
Sec. 29; Twp. 22S; Rge. 25E; City of Clermont, Lake County, FL.

JOB NO. 19-019
DATE Oct. 2019
DES. BY: RMC
OWN. BY:
CHK'D BY:
APP'D BY:
SHEET 1 OF 2

Digitally signed by
Rick E McCoy
Date: 2019-10-23
10:07:42

RICK MCCOY, P.E.
STATE OF FLORIDA
PROFESSIONAL ENGINEER

RICK MCCOY
LICENSE
No. 36725
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

NOT VALID WITHOUT SIGNATURE &
STAMPING AND RECORDING

HERITAGE SQUARE FUD
Sec. 23; Twp. 22S; Rge. 25E; City of Clermont, Lake County, Fl.

**Rhoden Land
Surveying, Inc.**
420 East Minnehaba Ave.
Clermont, Florida 34711
(352) 394-6255

[illegible]

REZ 1910 - 0001



**CITY OF CLERMONT
REZONING
APPLICATION**

DATE: October 2, 2019

FEE: \$542.⁰⁰
+ cost of advertisement

PROJECT NAME (if applicable): Heritage Square

APPLICANT: Jimmy D. Crawford, Esq.

CONTACT PERSON: Jimmy Crawford and/or Jennifer Cotch

Address: 702 W. Montrose Street

City: Clermont State: Florida Zip: 34711

Phone: 352-432-8644 Fax: 352-432-8699

E-Mail: jcrawford@cmhlawyers.com jcotch@cmhlawyers.com

OWNER: Robert Wade

Address: 1363 W. Lakeshore Drive

City: Clermont State: Florida Zip: 34711

Phone: _____ Fax: _____

Address of Subject Property: 901 12th Street, Clermont

Legal Description (include copy of survey): East 10 feet of Lot 21, Block 112, Block 123, Block 124 and all of vacated portion of Juanita Street adjacent to said Blocks 123 and 124 and the North half of vacated Broome Street adjacent to said Block 124, in Sunset Park, a subdivision in the Official Map of the City of Clermont

Acres: 5.9 acres Land Use: Commercial
(City verification required)

Present Zoning: M-1 Industrial Proposed Zoning: PUD
(City verification required)



CITY OF CLERMONT
REZONING
APPLICATION
Page 2

Answers to the following questions are required to complete this application.

What are you proposing to do that would require a rezoning?

Restaurant and distillery with tasting room and retail componet.

Jimmy D. Crawford, Esq.

Applicant Name (print)

X 
Applicant Name (*signature*)

Robert Wade

Owner Name (print)

X 
Owner Name (*signature*)

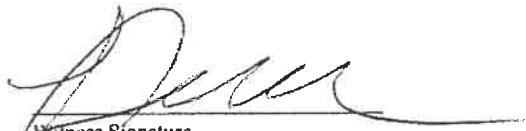
City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-021 9
(352) 394-4083 Fax: (352) 394-3542

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

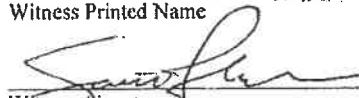
**S. W. WILLIAMS FAMILY L.L.C., a
Florida limited liability company**

By: Shafter W. Williams Revocable Trust
Agreement Dated April 17, 1992, its Sole
Authorized Member



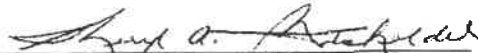
Witness Signature
Linda K. Wilder

Witness Printed Name



Witness Signature
W. SCOTT LLOYD

Witness Printed Name

By: 

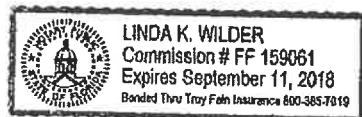
SHERYL A. BATCHELDER, Trustee

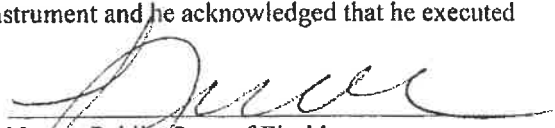
STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, a Notary Public, this 17 day of March, 2018, by **SHERYL A. BATCHELDER** as Trustee of the **SHAFTER W. WILLIAMS REVOCABLE TRUST AGREEMENT DATED APRIL 17, 1992** as Sole Authorized Member of **S. W. WILLIAMS FAMILY L.L.C., a Florida limited liability company**, on behalf of the company and who is personally known to me, or who has produced a valid driver's license as identification and who executed the foregoing instrument and he acknowledged that he executed the same.

(Notary Seal)





Notary Public, State of Florida
My Commission Expires: _____

Advertising Receipt

CITY OF CLERMONT
Carlie Zinker
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10091497
Phone: (352) 241-7331
Date: 10/14/19
Ad Taker: Joanne French

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cler	10/21/2019	11/04/2019	\$240.68

LEGAL NOTICE

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

ORDINANCE NO. 2019-47

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, RECORDING, AND PUBLICATION

LOCATION

Vacant property located northeast of the 12th Street and SR 50 intersection. Approx. 5.73 +/- Acres

LEGAL DESCRIPTION

All of Blocks 123 and 124, together with a portion of Juniata Street between Blocks 123 and 124 and the North ½ of vacated Broome Street lying South of Block 124, City of Clermont, according to the map of plat thereof as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida.

From: M-1 Industrial Uses
To: Planned Unit Development PUD

This request will be considered by the Planning & Zoning Commission on Tuesday, November 5, 2019 at 6:30 p.m. and a public meeting to consider the request will be held before the City Council on Tuesday, November 19, 2019 at 6:30 p.m. for final enactment.

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

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10091497
October 21, 2019 &
November 04, 2019

Payment Info	
Ad Price	\$240.68
Tax	\$0.00
Sub Total	\$240.68
Prepaid Amount	\$0.00
Balance Due	\$240.68



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date

Tuesday, November 12, 2019

Agenda Item Name

Ordinance No. 2020-03 *Introduction*
CarMax

Requested Action

Recommend approval of Ordinance No. 2020-03.

Staff Report

The City is requesting annexation of the subject property as authorized by the Utility Agreement with the property owner. The Notice of Encumbrance to annex was executed on August 13, 2019. The property is currently in final site plan approval with Lake County and is receiving water and sewer services from the City. The property is located east of County Road 455 and north of State Road 50, adjacent to the East Town Center Publix Plaza. The property is approximately 19.8 +/- Acres; and will be developed as an auto dealership, CarMax. The City will annex the property as approved with Lake County.



The City will also be processing a large-scale comprehensive plan amendment transmittal to the State to change the future land use from Lake County Urban High Density and Regional Commercial to Clermont Commercial designation.

The property will also be rezoned from Lake County Planned Unit Development (PUD) to Clermont Planned Unit Development (PUD) classification.

Staff recommends approval of the Annexation with Ordinance 2020-03.

Additional Analysis

Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. ANN ORD 2020-03	ANN ORD 2020-03.pdf	
2. Carmax Location Map	Carmax Location Map.pdf	
3. CARMAX ANN AD 2020-03	CARMAX ANN AD 2020-03.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2020-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES, PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, RECORDING, AND PUBLICATION.

WHEREAS, the City Council of the City of Clermont, Lake County, Florida has received a Petition for Annexation of a parcel of land contiguous to the present corporate limits under Section 171.044, Florida Statutes; and

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

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

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

SECTION 1.

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

LEGAL DESCRIPTION

Tracts 51A, 52A, 61 and 62, of LAKEHIGHLANDS COMPANY SUBDIVISION OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 26 EAST, according to the Plat thereof, as recorded in Plat Book 4, Page 11, of the Public Record of Lake County, Florida; LESS right of way on the West for State Road Number 455; together with Tracts 3, 4, 13 and 14 of LAKE HIGHLANDS COMPANY SUBDIVISION OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, according to the Plat thereof, as recorded in Plat Book 3, at Page 52, of the Public Records of Lake County; LESS right of way on the West for State Road 455 and Less right of way on the South for State Road 50, in and for Lake County, Florida.

LESS AND EXCEPT THE FOLLOWING AS CONTAINED IN THAT CERTAIN WARRANTY DEED RECORDED DECEMBER 26, 2002, IN OFFICIAL RECORDS BOOK 2231, PAGE 2257, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA:



CITY OF CLERMONT
ORDINANCE NO. 2020-03

A portion of tracts 3, 4, 13 and 14 of LAKE HIGHLANDS COMPANY SUBDIVISION OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, according to the Plat thereof, as recorded in Plat Book 3, Page 52, of the Public Records of Lake County, Florida, being described as follows:

Commence at the North Quarter corner of said Section 26 as a point of reference, said point being marked by a railroad spike in the centerline of pavement of County Road No. 455; thence run South 00 degrees 40 minutes 30 seconds West, along the West line of the Northeast Quarter of said Section 26, 244.02 feet; thence run South 89 degrees 34 minutes 59 seconds East, parallel with the North line of said Northeast Quarter, 33.00 feet to the POINT OF BEGINNING; thence continue South 89 degrees 34 minutes 59 seconds East, parallel with said North line, 700.01 feet; thence run South 00 degrees 40 minutes 30 seconds West, parallel with the aforesaid West line of the Northeast Quarter, 879.12 feet to the North right of way line of State Road No. 50 as shown on right of way Map Section 11070-2505; thence run North 88 degrees 54 minutes 49 seconds West, along said North right of way line, 718.02 feet to the East line of a 30 foot right of way as shown on the Plat of LAKE HIGHLANDS COMPANY SUBDIVISION; thence run North 00 degrees 40 minutes 30 seconds East, along said East right line 261.64 feet to the East line of County Road No. 455 as currently monumented, said line being a curve concave to the Northwest; thence run Northeasterly along said curve having a central angle of 13 degrees 48 minutes 23 seconds, a radius of 623.00 feet, an arc length of 150.12 feet, a chord bearing of North 07 degrees 34 minutes 41 seconds East and a chord distance of 149.76 feet; thence run North 00 degrees 40 minutes 30 seconds East, continuing along said East line, 460.49 feet to the POINT OF BEGINNING.

AND LESS AND EXCEPT THE FOLLOWING AS CONTAINED IN THAT CERTAIN

That portion of the following described Parcel lying within 50 feet East of the North-South Mid-Section line of Section 26, Township 22 South, Range 26 East, Lake County, Florida.

Tract 13 of LAKE HIGHLANDS COMPANY SUBDIVISION OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, according to the Plat thereof, as recorded in Plat Book 3, Page 52, of the Public Records of Lake County, Florida, Less and except right of way for SR 50.

Site contains 19.8 +/- acres.

LOCATION

Vacant parcel located east of CR 455 and north of SR 50,
Adjacent to the East Town Center Publix Plaza
Alternate Key 1453313

SECTION 2.

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



CITY OF CLERMONT
ORDINANCE NO. 2020-03

SECTION 3.

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

SECTION 4.

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

SECTION 5.

This Ordinance shall be recorded in the Public Records of Lake County, Florida.

SECTION 6.

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

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2020-03

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this _____ day of _____, 2020.

CITY OF CLERMONT

Gail L. Ash, Mayor

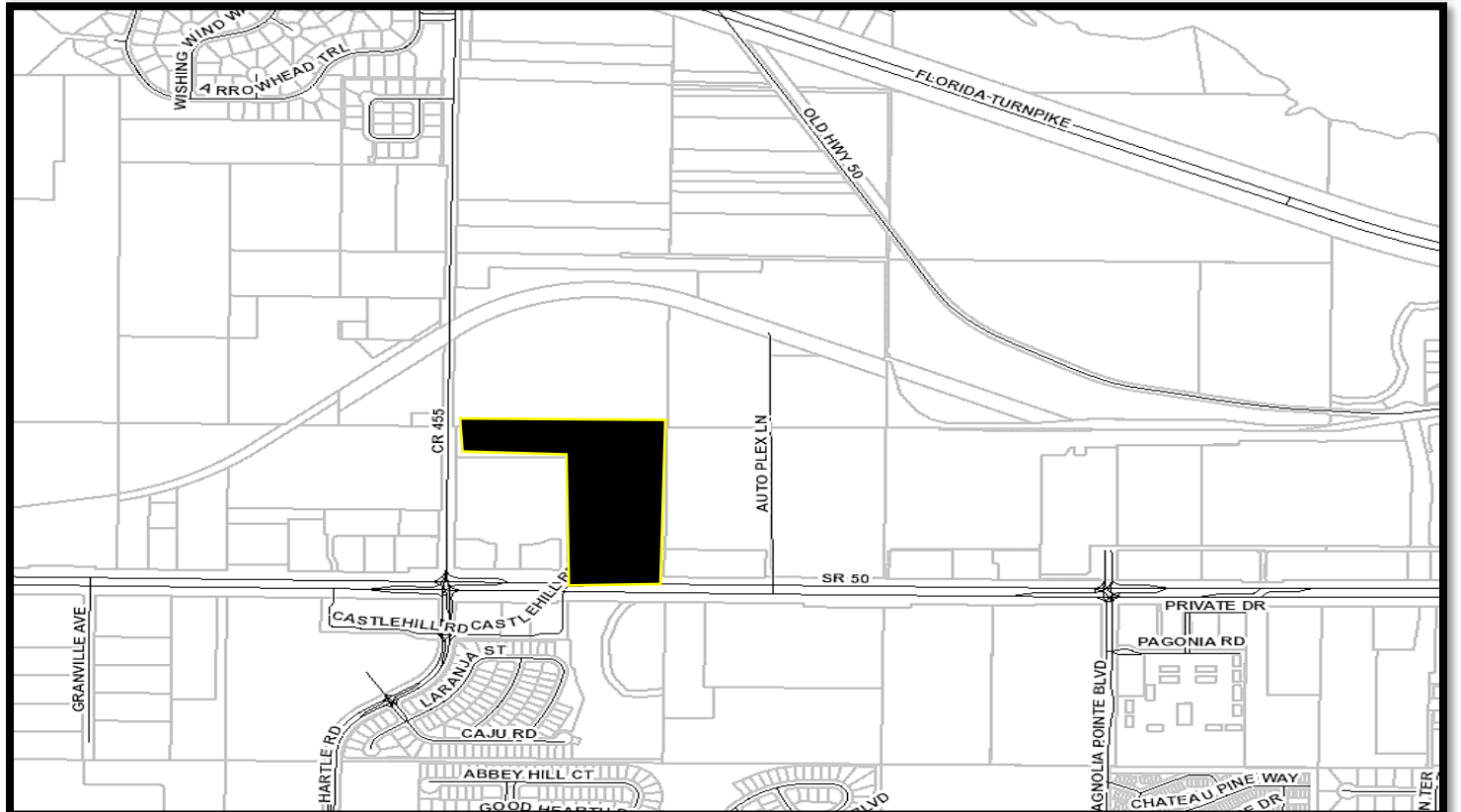
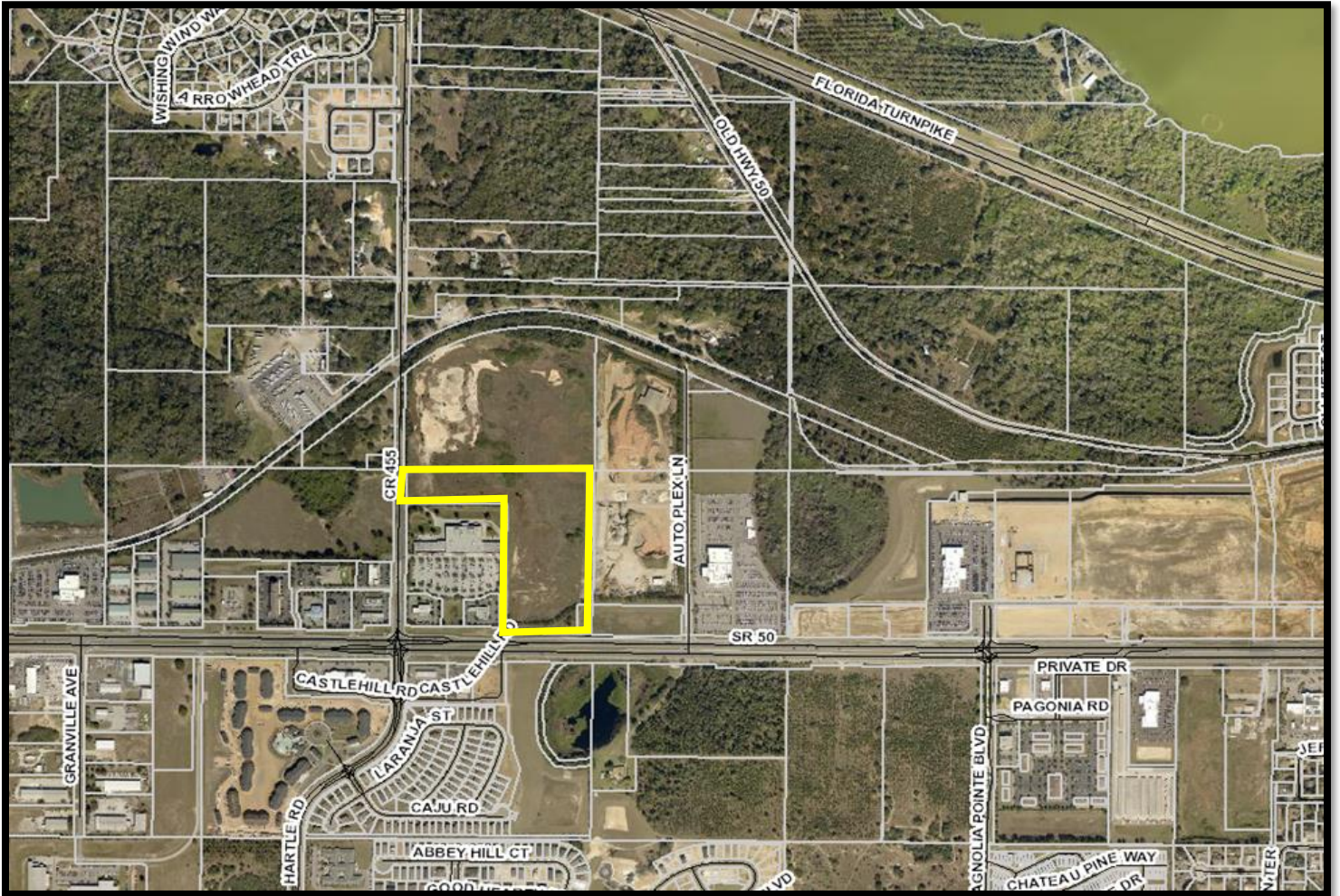
ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

CARMAX LOCATION MAP



LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday, November 12, 2019 at 6:30 P.M. (Introduction) and a public hearing on Tuesday, January 28, 2020 at 6:30 P.M. (Adoption) at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2020-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR AN EFFECTIVE DATE; SEVERABILITY; RECORDING, AND PUBLICATION.

LOCATION:

Vacant parcel located east CR 455 and north of SR 50,
Adjacent to the East Town Center Publix Plaza
Alternate Key 1453313
19.8 +/- Acres

LEGAL DESCRIPTION

Tracts 51A, 52A, 61 and 62, of LAKEHIGHLANDS COMPANY SUBDIVISION OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 26 EAST, according to the Plat thereof, as recorded in Plat Book 4, Page 11, of the Public Record of Lake County, Florida; LESS right of way on the West for State Road Number 455; together with Tracts 3, 4, 13 and 14 of LAKE HIGHLANDS COMPANY SUBDIVISION OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, according to the Plat thereof, as recorded in Plat Book 3, at Page 52, of the Public Records of Lake County; LESS right of way on the West for State Road 455 and Less right of way on the South for State Road 50, in and for Lake County, Florida.

LESS AND EXCEPT THE FOLLOWING AS CONTAINED IN THAT CERTAINWARRANTY DEED RECORDED DECEMBER 26, 2002, IN OFFICIAL RECORDS BOOK 2231,PARE 2257, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA:

A portion of tracts 3, 4, 13 and14 of LAKE HIGHLANDSCOMPANY SUBDIVISION OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, according to the Plat thereof, as recorded in Plat Book 3, Page 52, of the Public Records of Lake County, Florida, being described as follows:

Commence at the North Quarter corner of said Section 26 as a point of reference, said point being marked by a railroad spike in the centerline of pavement of County Road No. 455; thence run South 00 degrees 40 minutes 30 seconds West, along the West line of the Northeast Quarter of said Section 26, 244.02 feet; thence run South 89 degrees 34 minutes 59 seconds East, parallel with the North line of said Northeast Quarter, 33.00 feet to the POINT OF BEGINNING; thence continue South 89 degrees 34 minutes 59 seconds East, parallel with said North line, 700.01 feet; thence run South 00 degrees 40 minutes 30 seconds West, parallel with the aforesaid West line of the Northeast Quarter, 879.12 feet to the North right of way line of State Road No. 50 as shown on right of way Map Section 11070-2505; thence run North 88 degrees 54 minutes 49 seconds West, along said North right of way line, 718.02 feet to the East line of a 30 foot right of way as shown on the Plat of LAKE HIGHLANDS COMPANY SUBDIVISION; thence run North 00 degrees 40 minutes 30 seconds East, along said East right line 261.64 feet to the East line of County Road No. 455 as currently monumented, said line being a curve concave to the Northwest; thence run Northeasterly along said curve having a central angle of 13 degrees 48 minutes23 seconds, a radius of 623.00 feet, an arc length of 150.12 feet, a chord bearing of North 07 degrees 34 minutes 41 seconds East and a chord distance of 149.76 feet; thence run North 00degrees 40 minutes 30 seconds East, continuing along said East line, 460.49 feet to the POINT OF BEGINNING.

AND LESS AND EXCEPT THE FOLLOWING AS CONTAINED IN THAT CERTAIN

That portion of the following described Parcel lying within 50 feet East of the North-South Mid-Section line of Section 26, Township 22 South, Range 26 East, Lake County, Florida.

Tract 13 of LAKE HIGHLANDS COMPANY SUBDIVISION OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, according to the Plat thereof, as recorded in Plat Book 3, Page 52, of the Public Records of Lake County, Florida, Less and except right of way for SR 50.

Site contains 19.8 +/- acres.

See Map Below

The public hearings are held at the City Hall, Council Chambers, located at 685 W. Montrose Street, and are open to public comment. Please call (352) 394-4083, ext. 3 if you have any questions.

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

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

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7331, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk



D051211 - October 29, 2019

☐ PROOF O.K. BY: _____ ☐ O.K. WITH CORRECTIONS BY: _____

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

LF-D051211 (100%)

ADVERTISER: CITY OF CLERMONT-LEGALS
SALES PERSON: LFD001
SIZE: 3X13
PUBLICATION: LF-DAILY COMMERCIAL

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NEXT RUN DATE: 10/29/19
PROOF DUE: 10/28/19 12:59:55



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, November 12, 2019	
Agenda Item Name	
Ordinance No. 2020-04 <i>Transmittal</i> <i>Carmax CPA</i>	
Requested Action	
Recommend approval of Ordinance No. 2020-04.	
Staff Report	
The City is requesting approval of a large-scale comprehensive plan amendment transmittal to the State to change the future land use from Lake County Urban High Density and Regional Commercial to Clermont Commercial designation. The City is requesting annexation of the subject property as authorized by the Utility Agreement with the property owner. The Notice of Encumbrance to annex was executed on August 13, 2019. The property is currently in final site plan approval with Lake County and is receiving water and sewer services from the City. The property is located east of County Road 455 and north of State Road 50, adjacent to the East Town Center Publix Plaza. The property is approximately 19.8 +/- Acres; and will be developed as an auto dealership, CarMax. The City will annex the property as approved with Lake County.	
	
The property will also be rezoned from Lake County Planned Unit Development (PUD) to Clermont Planned Unit Development (PUD) zoning classification.	
Staff recommends approval of the Comprehensive Plan Amendment transmittal with Ordinance 2020-04.	
Additional Analysis	
Fiscal Impact Summary	

Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Ordinance 2020-04 CARMAX CPA	2020-04 CARMAX CPA.pdf
2.	Carmax Location Map	Carmax Location Map.pdf
3.	CARMAX FLU MAP	CARMAX FLU MAP.pdf
4.	CPA Legal AD 1 ORD 2020-04	CPA Legal AD 1 ORD 2020-04.pdf



CITY OF CLERMONT
ORDINANCE NO. 2020-04

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

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

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

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

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

SECTION 1.

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

LEGAL DESCRIPTION

Tracts 51A, 52A, 61 and 62, of LAKEHIGHLANDS COMPANY SUBDIVISION OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 26 EAST, according to the Plat thereof, as recorded in Plat Book 4, Page 11, of the Public Record of Lake County, Florida; LESS right of way on the West for State Road Number 455; together with Tracts 3, 4, 13 and 14 of LAKE HIGHLANDS COMPANY SUBDIVISION OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, according to the Plat thereof, as recorded in Plat Book 3, at Page 52, of the Public Records of Lake County; LESS right of way on the West for State Road 455 and Less right of way on the South for State Road 50, in and for Lake County, Florida.



CITY OF CLERMONT
ORDINANCE NO. 2020-04

LESS AND EXCEPT THE FOLLOWING AS CONTAINED IN THAT CERTAIN WARRANTY DEED RECORDED DECEMBER 26, 2002, IN OFFICIAL RECORDS BOOK 2231, PAGE 2257, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA:

A portion of tracts 3, 4, 13 and 14 of LAKE HIGHLANDS COMPANY SUBDIVISION OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, according to the Plat thereof, as recorded in Plat Book 3, Page 52, of the Public Records of Lake County, Florida, being described as follows:

Commence at the North Quarter corner of said Section 26 as a point of reference, said point being marked by a railroad spike in the centerline of pavement of County Road No. 455; thence run South 00 degrees 40 minutes 30 seconds West, along the West line of the Northeast Quarter of said Section 26, 244.02 feet; thence run South 89 degrees 34 minutes 59 seconds East, parallel with the North line of said Northeast Quarter, 33.00 feet to the POINT OF BEGINNING; thence continue South 89 degrees 34 minutes 59 seconds East, parallel with said North line, 700.01 feet; thence run South 00 degrees 40 minutes 30 seconds West, parallel with the aforesaid West line of the Northeast Quarter, 879.12 feet to the North right of way line of State Road No. 50 as shown on right of way Map Section 11070-2505; thence run North 88 degrees 54 minutes 49 seconds West, along said North right of way line, 718.02 feet to the East line of a 30 foot right of way as shown on the Plat of LAKE HIGHLANDS COMPANY SUBDIVISION; thence run North 00 degrees 40 minutes 30 seconds East, along said East right line 261.64 feet to the East line of County Road No. 455 as currently monumented, said line being a curve concave to the Northwest; thence run Northeasterly along said curve having a central angle of 13 degrees 48 minutes 23 seconds, a radius of 623.00 feet, an arc length of 150.12 feet, a chord bearing of North 07 degrees 34 minutes 41 seconds East and a chord distance of 149.76 feet; thence run North 00 degrees 40 minutes 30 seconds East, continuing along said East line, 460.49 feet to the POINT OF BEGINNING. AND LESS AND EXCEPT THE FOLLOWING AS CONTAINED IN THAT CERTAIN

That portion of the following described Parcel lying within 50 feet East of the North-South Mid-Section line of Section 26, Township 22 South, Range 26 East, Lake County, Florida.

Tract 13 of LAKE HIGHLANDS COMPANY SUBDIVISION OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, according to the Plat thereof, as recorded in Plat Book 3, Page 52, of the Public Records of Lake County, Florida, Less and except right of way for SR 50.

Site contains 19.8 +/- acres.

LOCATION

Vacant parcel located east of CR 455 and north of SR 50,
Adjacent to the East Town Center Publix Plaza
Alternate Key 1453313



CITY OF CLERMONT
ORDINANCE NO. 2020-04

CHANGE IN FUTURE LAND USE CLASSIFICATION

FROM: LAKE COUNTY URBAN HIGH DENSITY
AND REGIONAL COMMERCIAL

TO: CITY OF CLERMONT COMMERCIAL

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2020-04

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this _____ day of _____, 2020.

CITY OF CLERMONT

Gail L. Ash, Mayor

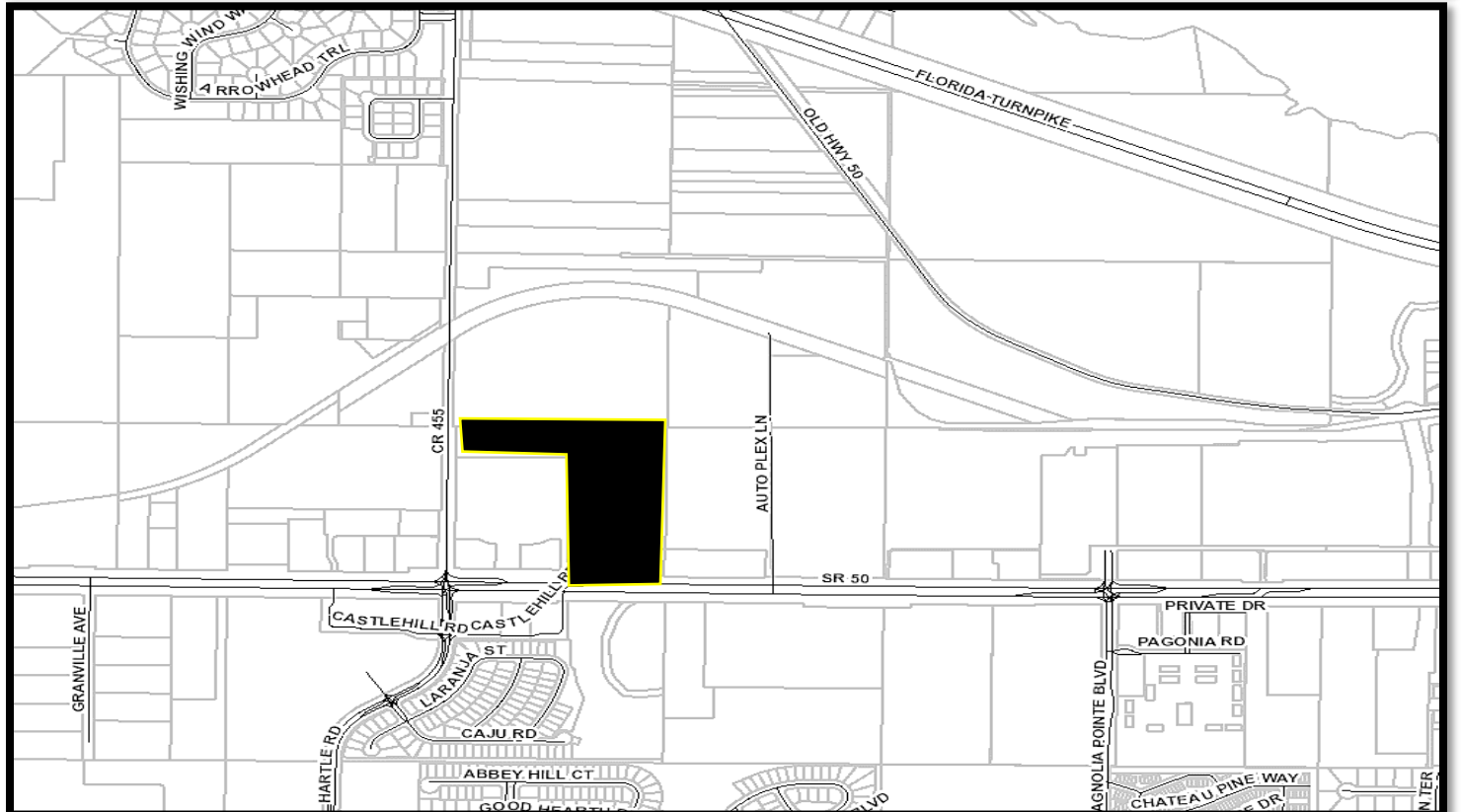
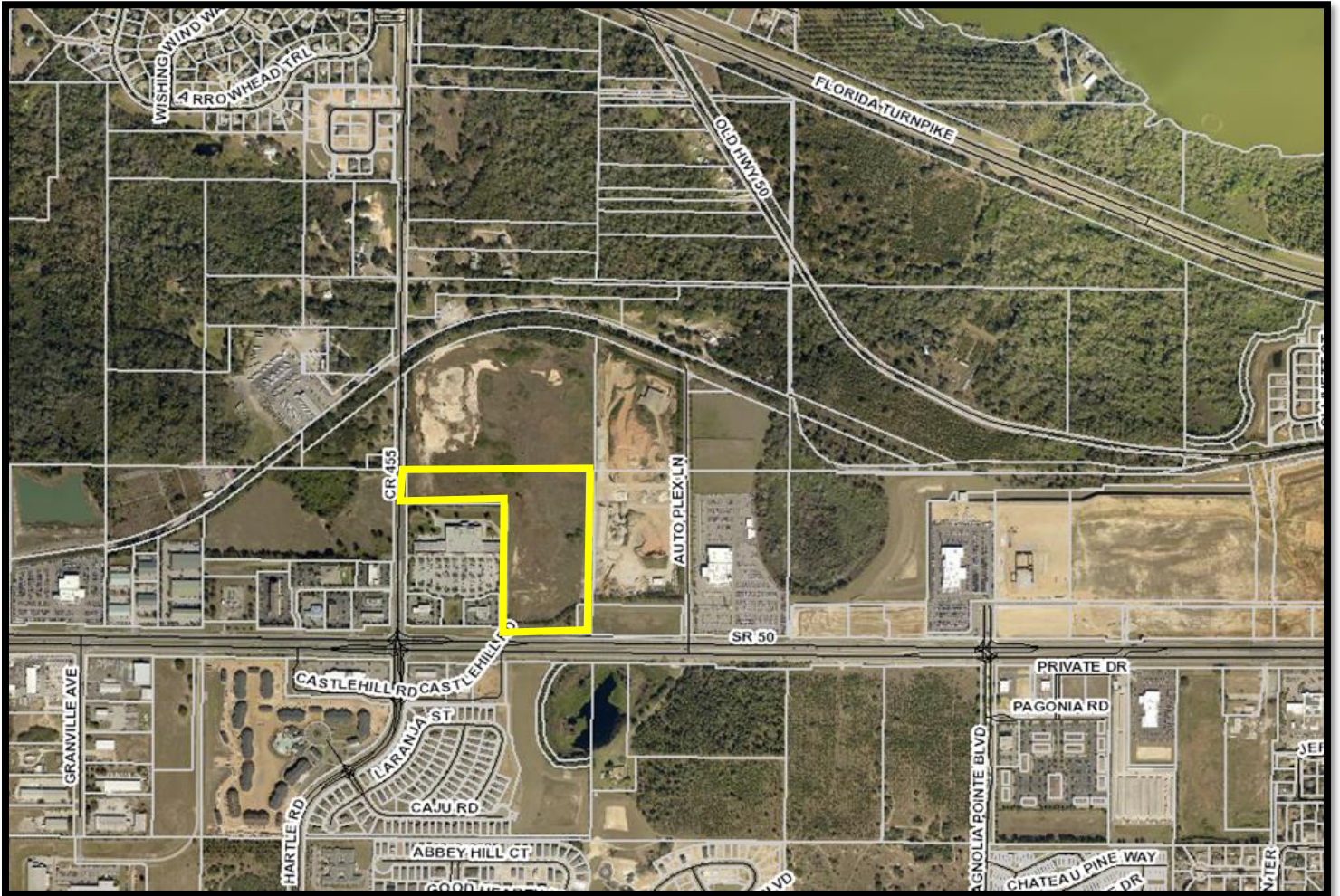
ATTEST:

Tracy Ackroyd Howe, City Clerk

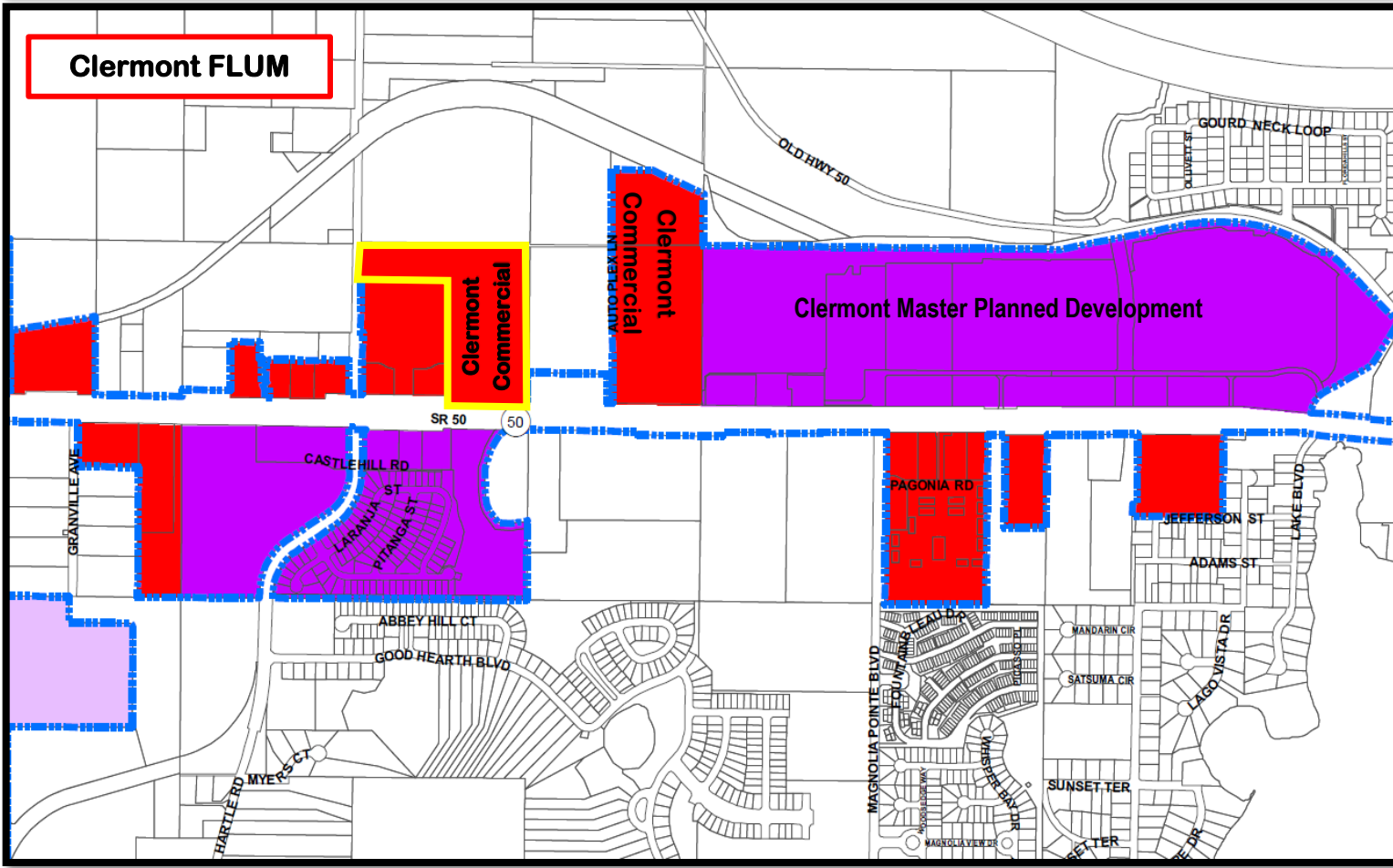
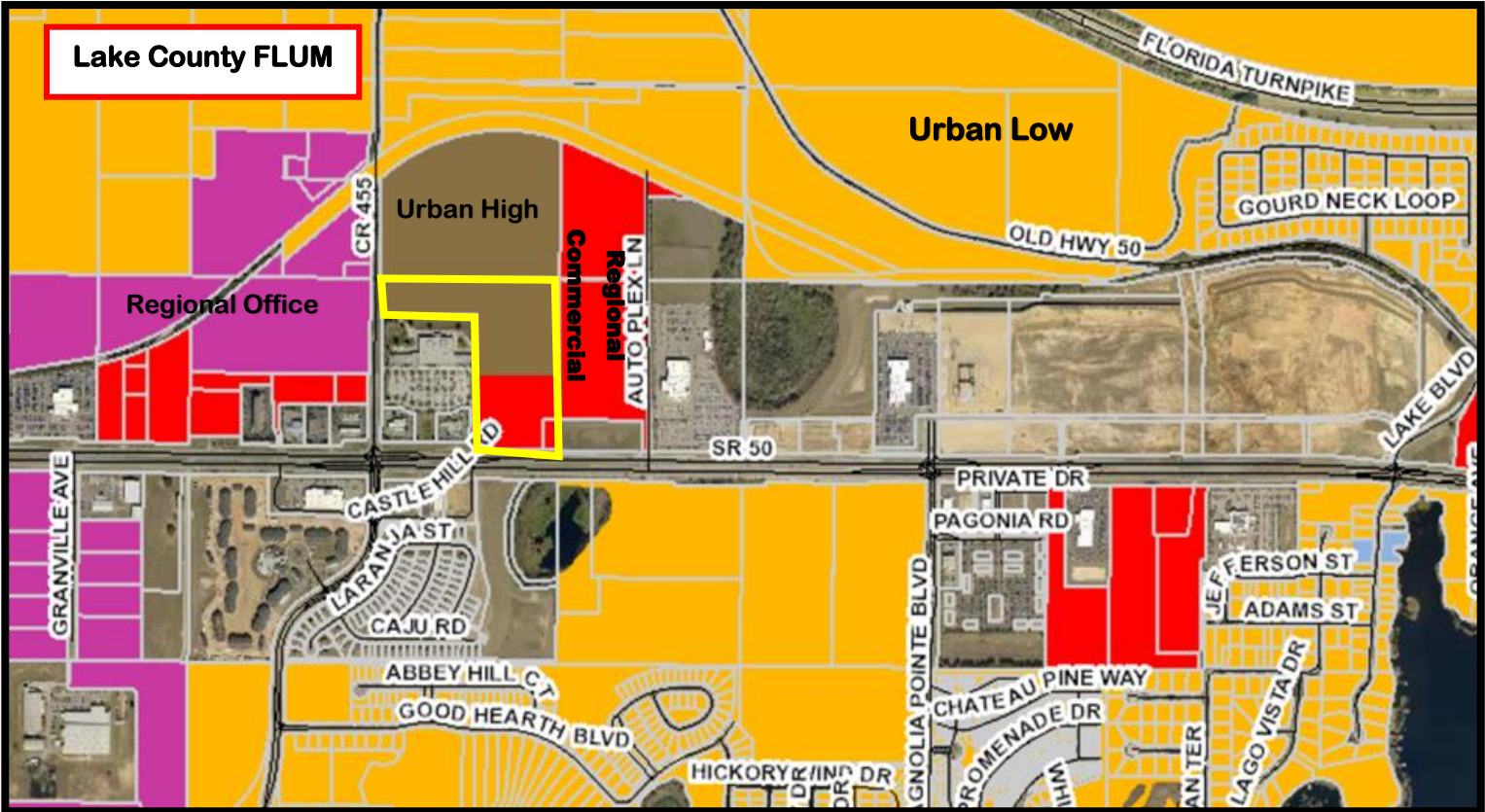
Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

CARMAX LOCATION MAP



Future Land Use Map - CARMAX



CITY OF CLERMONT
NOTICE OF PROPOSED
AMENDMENT
TO COMPREHENSIVE PLAN
ORDINANCE NO. 2020-04

The City of Clermont will hold public hearings on Tuesday, November 5, 2019 at 6:30 p.m. before the Planning and Zoning Commission to consider a proposed change to the City's Future Land Use Map; and on Tuesday, November 12, 2019 at 6:30 p.m. before the City Council to consider introduction of the ordinance and transmittal of the proposed amendment. The map amendment would change the Future Land Use designation for the parcel below from Lake County Urban High Density and Regional Commercial to City of Clermont Commercial.

The City of Clermont will hold a public hearing on Tuesday, January 28, 2020 (final hearing) beginning at 6:30 p.m. before the City Council to consider the adoption of the proposed change to the City's Future Land Use Map.



Location:

Vacant parcel located east of CR 455 and north of SR 50,
Adjacent to the East Town Center Publix Plaza
Alternate Key 1453313
19.8 +/- Acres

Ordinance #2020-04

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

The public hearings are in the Council chambers of City Hall, 685 W. Montrose Street, and are open to public comment. Please call (352) 394-4083, ext. 3 if you have any questions.

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

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

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7331, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

D051197 - January 13, 2020

☐ **PROOF O.K. BY:** _____ ☐ **O.K. WITH CORRECTIONS BY:** _____

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

LF-D051197 (100%)

ADVERTISER: CITY OF CLERMONT-LEGALS
SALES PERSON: LFD001
SIZE: 2X11
PUBLICATION: LF-DAILY COMMERCIAL

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