



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, October 13, 2015**

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

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PROCLAMATION

Red Ribbon Week

Fred Sommer

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

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

Item No. 1 - Meeting Minutes

Consider request to approve minutes of the August 11, 2015, August 25, 2015, and September 8, 2015 Regular Council meeting.

Item No. 2 - Resolution No. 2015-34

Consider Resolution lease agreement amendment between the City of Clermont and SBA 2012 TC Assets, LLC to include 5 additional successive terms of 5 years.

Item No. 3 - Resolution No. 2015-37

Consider Resolution approval repealing the Harassment Policy and replacing with Harassment (including Sexual Harassment) Policy.

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| Item No. 4 - Bid Award | Consider approval of contract to Schmid Construction, Inc. to provide construction of Clermont Police Department Headquarters in the total lump sum amount of \$7,308,000. The funding plan for the project is to use approximately \$2,700,000 from the Police Impact Fees Fund and the remaining \$4,608,000 from a bank loan/bond issue. |
| Item No. 5 - Piggyback Contract Award | Consider request to piggyback Lake County B.C.C. contract with Done Right Fire Repair, Inc. to provide Personal Protective Equipment Inspection, Cleaning, and Repair in the annual estimated amount of \$2,000 included in the approved budget. |
| Item No. 6 - Surplus Request | Consider approval to declare end of life inventory as surplus from the Fire Department, Development Services Department and City Clerk's Office to dispose in accordance with the Purchasing Policy. |
| Item No. 7 - Event Request | Consider approval for the Taste of South Lake to have an open container area for their event at Waterfront Park on November 5th. |
| Item No. 8 - Event request | Consider event and open container request for Harvest Festival in conjunction with Sommer Sports 5K Run "Nightmare on Clermont" on October 31, 2015. |
| Item No. 9 - Event Request | Consider event request and approval for road closures by Bike Florida for their "Share the Road Celebration of Cycling" on November 13, 2015. |
| Item No. 10 - Utility Service Agreement | Consider request for water service to a single family home owned by Gokul S. Brijmohan at 16300 Johns Lake Rd. |

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Item No. 11 - Scope of Services	Consider approval of Professional Engineering Services Proposed for the Sunburst Water Treatment Plant-Lower Floridan Aquifer Wells by Tetra Tech, Inc., in the amount of \$233,684.00 Recently received grant funds from SJRWMD will be utilized for these services.
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UNFINISHED BUSINESS

Item No. 12 - On-Street Parking	Consider on-street parking of W. Desoto Street between 8th Street and West Avenue.
Item No. 13 - Ordinance No. 2015-75, <i>Introduction</i>	Consider Ordinance introduction for the addition of a new zoning district, Planned Unit Development (PUD).

NEW BUSINESS

Item No. 14 - Variance Request Arby's	Consider a request for six variances at the property located a quarter mile north of the intersection of US Hwy 27 and Steve's Road.
Item No. 15 - Variance Request Clermont Ridge	Consider request for two variances for vacant property located east of Clermont Ford and south of Highway 50.
Item No. 16 - Joint Planning Area	Consider recommendation to Lake County for Skyway Towers located in the JPA.
Item No. 17 - Resolution No. 2015-36	Consider adoption of a Resolution for Expansion Area Finding of Necessity for the Downtown Clermont Redevelopment Agency
Item No. 18 - Ordinance No. 2015-70 <i>Introduction</i>	Consider ordinance to annex property located south of State Road 50, east of Hancock Road, west of Hartle Road, and north of Johns Lake Road.

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ADJOURN

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

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

City of Clermont
Proclamation

Whereas, communities across America have been plagued by the numerous problems associated with illicit drug use and those that traffic them in; and

Whereas, there is hope in winning the war on drugs, and that hope lies in education and drug demand reduction, coupled with the hard work and determination of organizations such as the Young Marines of the Marine Corps League to foster a healthy, drug-free lifestyle; and

Whereas, the red ribbon has been chosen as a symbol commemorating the work of Enriquée “Kiki” Camarena, a Drug Enforcement Administration agent who was murdered in the line of duty and represents the belief that one person can make a difference; and

Whereas, the Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts; and

Whereas, National Red Ribbon Week encourages Americans to wear a red ribbon to show their support for a drug-free environment;

Now, Therefore, I, Gail L. Ash, Jr., by virtue of the authority vested in me as Mayor of the City of Clermont in the State of Florida, do hereby proclaim October 23 through October 31 as

Red Ribbon Week

in the City of Clermont and urge all our citizens to join me in this special observance.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Clermont to be affixed this 13th day of October, 2015.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

City of Clermont
Proclamation

Whereas, Fred Sommer's realized Clermont's hills, mild winters, and abundant lakes provided a perfect location for triathlon competitions; and

Whereas, Mr. Sommer's organized his first race in Clermont in 1984; and

Whereas, he later founded Central Florida Triathletes which is now the management company named Sommer Sports; and

Whereas, Sommer Sports began offering an ultra-distance triathlon called The Great Floridian Triathlon; and

Whereas, the Great Floridian Triathlon turns 25 years old during the Great Floridian Endurance Festival to be held at Clermont's Waterfront Park October 22 through October 24;

Now, Therefore, I, Gail L. Ash, Mayor of the City of Clermont in the State of Florida, do hereby extend appreciation to Fred Sommer on his accomplishments and contributions to the City of Clermont on the 25th anniversary of the Great Floridian Triathlon.

In Witness Whereof, I, Gail L. Ash, Mayor of the City of Clermont, set my hand and caused the Great Seal of the City of Clermont to be affixed this 13th day of October in the year two thousand fifteen.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, MMC
City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
August 11, 2015

The Clermont City Council met in a regular meeting on Tuesday, August 11, 2015 in the Council Chambers at City Hall. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Mullins, Bates, Goodgame, and Travis. Other City officials present were: City Manager Gray, City Attorney Mantzaris, and City Clerk Ackroyd.

INVOCATION

Reverend Lundy gave the invocation followed by the Pledge of Allegiance.

PRESENTATIONS

City Manager Gray commented the Council requested an update from the Lake County Rowing Association six months following the initiation of the Clermont Boathouse Management Agreement between the City and the Lake County Rowing Association.

Lake County Rowing Association Presentation

Paul McPherson reviewed the Lake County Rowing Associations mission, accomplishments, scholarship opportunities, future events and projected attendance figures. He thanked the City of Clermont for their support.

Council Member Mullins recommended the report be presented to Lake County.

Council Member Bates asked the status of the bid to host the 2016 Masters National Championships. Mr. McPherson noted they were not awarded the bid; however they will apply again in the future.

Council Member Travis inquired if the 2015 attendance and room night stay figures were actual or projected. Paul McPherson stated the attendance figures were actual and the room night stay figures were estimated. The Association is developing a more accurate method for tracking room night stays.

Council Member Travis suggested contacting area hotels regarding tracking the number of room night stays.

Council Member Goodgame commented people rent houses when attending events and suggested contacting Alison Strange with PFX Athletics.

Mayor Ash suggested having the participants complete a form which included room night stays.

Mayor Ash thanked Mr. McPherson for the presentation.

Quarterly Budget Update

Finance Director Van Zile presented highlights of the Quarterly Performance Report for the period of October 1, 2014 through June 30, 2015. He reviewed the top ten revenues, major fund revenues, major fund expenditures, and departmental expenditures.

Council Member Goodgame asked Finance Director VanZile for a prediction of the end of year reserve funds. Finance Director VanZile stated the projection was \$8 million, which is approximately 30% of the City's operating expenses.

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City Manager Gray noted the City's policy was for reserve funds to remain no less than 25% of the City's operating expenses.

Finance Director VanZile stated \$6 million was the target amount for the reserve funds for next year.

PUBLIC COMMENTS

Helmut Michelson inquired when he could speak regarding the fire assessment fee. Mayor Ash stated the fire assessment fee would be addressed at the August 25, 2015 Council meeting.

Mark Gonzalez commented over one hundred cars participated in the first car show in Historic Downtown Clermont on August 8, 2015. He expressed appreciation for the City's support and thanked Lieutenant Castro, Officer Arroyo, Officer Razo, Fire Inspector Pierce, Events Manager Dudeck, Police Chief Broadway, the seven Police Explorers, Ron Smart, and the Clermont Downtown Partnership staff for their assistance.

Ron Smart; Clermont Downtown Partnership Executive Director, stated the First Friday event on August 7, 2015 was the largest food truck event to date, with an estimated 2,500 to 3,000 people in attendance. He requested additional trash receptacles for future First Friday events. The Clermont Downtown Partnership participated in National Night Out and the Police Department did a great job. The upcoming Downtown Clermont Art Festival will be held on November 7 and 8, 2015 and the theme will be Champions of the Arts, with a maximum of 50 talented artists. The Downtown Clermont Partnership now holds almost 82 event days; including the Farmers Market, and drawing an estimated 75,000 people to the Downtown Business District throughout the year.

Council Member Goodgame inquired if food trucks were available at the car show. Ron Smart stated several were at the event and they anticipate food and beverage vendors will increase; however the Downtown Clermont Partnership encourages local restaurants to be open during these events.

Ron Smart reported the Clermont Downtown Partnership was notified by Slide the City that they had withdrawn from conducting slide events, so the Slide Clermont event scheduled for September 26, 2015 has been cancelled.

Council Member Travis recommended a slide company from South Florida. City Manager Gray will provide the contact information to Ron Smart.

Mayor Ash thanked Ron Smart and the Clermont Downtown Partnership for bringing people and events to Downtown Clermont.

REPORTS

City Manager Gray introduced Scott Davidoff, the new Parks and Recreation Director.

City Manager Gray asked Environmental Services Director Roy to provide an update on the Single Stream Recycling program.

Environmental Services Director Roy reported each household would receive a new 65 gallon rolling container. The roll-out will take place in three phases with the first phase taking place in October, phase two occurring in November, and the final phase taking place in December.

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Council Member Travis asked if the City's parks would have recycle bins. Environment Services Director Roy stated he was working with Public Works Director Brunson on a process to provide recycle bins in the parks.

City Attorney Mantzaris – No report.

Council Member Bates – No report.

Council Member Goodgame commented he was glad to be back.

Council Member Mullins thanked all for attending National Night Out and the Downtown Food Truck Rally. He attended a workshop with the Tourist Development Council Advisory Board and the Lake County Parks, Recreation and Trail Board to discuss working together to assist each other.

Council Member Travis thanked Public Information Officer Bloodsworth for helping the Bike Safety Committee, which educates the public, drivers, and motorists of what to do when encountering bicycles. There is a free Parkrun at Waterfront Park each Saturday at 7:30am when the Park does not have a scheduled event. The Executive Director from the United Kingdom will attend on August 15, 2015 and plans to use Clermont as a model for their Parkrun.

Mayor Ash attended National Night Out at Waterfront Park. The Florida Department of Law Enforcement, Drug Enforcement Administration, Lake County Corrections, and nine cities were represented at the event.

CONSENT AGENDA

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

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| Item No. 1 – Meeting Minutes | Consider request to approve minutes of the April 28, 2015 Regular Council meeting. |
| Item No. 2 – Resolution No. 2015-27 | Consider approval of FRDAP grant Application for Palatlakaha Park – Phase I |
| Item No. 3 – Resolution No. 2015-28 | Consider approval of FRDAP Grant Application for Palatlakaha Park – Phase II. |
| Item No. 4 – Contract Renewal | Consider renewal of Dispatch Services Contract provided by the Lake County Sheriff's Office. |

Council Member Goodgame pulled Items 2, 3, and 4.

Council Member Goodgame moved to approve Item 1; seconded by Council Member Mullins. The motion passed with all members present voting aye.

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Council Member Goodgame commented Items 2, 3, and 4 did not note the dollar amount in the summary section of the agenda. The dollar amounts should be included in the summary section.

Council Member Goodgame moved to approve Items 2, 3, and 4; seconded by Council Member Mullins. The motion passed with all members present voting aye.

UNFINISHED BUSINESS

Item No. 5 – Variance Request; *Sundar Investments*

Senior Planner Kruse presented the request to allow a rear-yard setback of 20 feet at 4444 Harts Cove Way. The applicant would like to install a 32-foot wide by 16-foot deep screened porch. The request was tabled to August 11 to allow for additional information to be presented. Staff recommended denial of the variance request.

Suseema Basdeo; Applicant, addressed Council's previous concerns and stated the variance was for the extra five foot of solid roof, not the screen room. The Home Owners Association has approved the structure.

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

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

Item No. 6 – Resolution No. 2015-23; *Harvest Landing*

City Clerk Ackroyd read Resolution 2015-23 aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, granting an amendment to a Conditional Use Permit (Resolution 2015-07) to allow a Planned Unit Development.

Senior Planner Kruse presented the Resolution to amend a Conditional Use Permit for a Planned Unit Development for the Harvest Landing Subdivision. The previous Conditional Use Permit granted the applicant the ability to increase the Impervious Surface Ratio from 45% to 50% on the twenty-six lots which had been provided as an exhibit. Staff and the applicant reviewed the approved lots and noted the majority of the lots were designated along one street. The potential result could have the Aspen model home dominating the street, preventing a break in the visual surroundings. The applicant requests the exhibit specifying the designated lots be removed, as it was not their intention to specifically lock in the lot locations for the Aspen model. Staff recommends approval of the amendment to the Conditional Use Permit to eliminate the exhibit, to allow the twenty-six lots to be designated throughout the development, and to clarify the Impervious Surface Ratio percentage.

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Attorney Jimmy Crawford was present on behalf of the applicant, Beazer Homes. The exhibit presented for the prior Conditional Use Permit was not intended to lock in the lot locations for the Aspen model. The intent was to change the Impervious Surface Ratio maximum to 50% for the Aspen model house. Attorney Crawford stated the applicant requests elimination of the exhibit and allow the Aspen model a 50% Impervious Surface Ratio on any lot within the subdivision.

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

Council Member Goodgame inquired if the request was to build 26 Aspen model homes with a maximum Impervious Surface Ratio of 50%, but not on the lots specified in the prior Conditional Use Permit exhibit. Attorney Crawford acknowledged Council Member Goodgame was correct.

Council Member Mullins clarified the Aspen model could be placed on any lot with a 50% maximum Impervious Surface Ratio, which may not allow for a screen room or other structure. Attorney Crawford was in agreement.

Council Member Bates expressed concern regarding possible future variance requests. Attorney Crawford provided an email for the record regarding a disclosure statute to buyers covering limitations on accessory structures when building the Aspen model.

Mayor Ash was in agreement with the request.

City Attorney Mantzaris requested Senior Planner Kruse provide the amended language.

Senior Planner Kruse provided the amendment on page 4 of Resolution 2015-23, Section 9 - Special Planned Unit Development Conditions, number 8. The Resolution will be amended to state for 26 lots only, placed throughout the development.

Council Member Mullins moved to adopt Resolution 2015-23 as amended; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

Item No. 7 – Ordinance No. 2015-68; *Final*

City Clerk Ackroyd read Ordinance 2015-68 aloud by title only.

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 86 Administration, Section 86-52 Granting of Variances; providing for codification; severability; effective date; and publication.

Planning Manager Henschel presented the staff request to add language to the City Code to allow the City Manager or designee to approve a deviation of standards for a variance request, when the request is no more than a 5% change from the Land Development Code. The intent is to allow small adjustments when an error has been discovered and proven. The City Manager would have the ability to deny the deviation of standard request and direct the applicant to apply for a variance. Staff recommended approval of Ordinance 2015-68.

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City Manager Gray noted he would not have a designee make the determination; and in the event he was uncomfortable with approving, he would bring the matter before Council.

Council Member Goodgame asked how the City Manager would receive requests.

City Attorney Mantzaris stated typically a property owner or purchaser would be attempting to finance a piece of property and have a survey prepared. The financier may discover a discrepancy with the survey and will not finance the project or purchase. The owner or purchaser would contact staff and submit an application to the Development Services Department. Staff would review the application and forward to the City Manager for review.

Mayor Ash inquired if the applicant would file for a variance request. City Attorney Mantzaris stated the applicant would work with a shortened administrative variance application.

Council Member Bates asked how often deviations of standards occur. City Attorney Mantzaris commented the situations rarely occur. Swimming pools are an example, where a hole is dug a few inches in the wrong direction and not typically noted until refinancing or selling the property.

Mayor Ash opened the public hearing.

Jim Purvis supported the proposed concept. He requested Council consider a sunset clause of one year and Council review the number of applications that have come in.

Mayor Ash closed the public hearing.

Council Member Mullins suggested removing the word “designee”, with the City Manager as the only approver.

Mayor Ash agreed with Council Member Mullins.

Council Member Mullins suggested a two year sunset.

Council Member Travis and Mayor Ash were not opposed to a one year sunset clause.

City Attorney Mantzaris suggested adding language to include a mandatory requirement for the City Manager to provide an annual report to the City Council.

Mayor Ash commented the Ordinance was amended by eliminating “designee” from line 1 under Administrative Variances, and from the last line under Administrative Variances; and adding a clause stating the City Manager will provide an annual report to the City Council on the number of variances granted.

Council Member Goodgame moved for approval of Ordinance 2015-68 as amended; seconded by Council Member Mullins. The motion passed 5 to 0 on a roll call vote.

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NEW BUSINESS

Item No. 8 – Ordinance No. 2015-73; *Introduction*

City Clerk Ackroyd read Ordinance 2015-73 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida providing for the establishment of a fire service non-ad valorem assessment; providing for severability; providing for repeal of ordinances in conflict; and providing for codification and an effective date.

Council Member Mullins moved for introduction of Ordinance 2015-73; seconded by Council Member Travis.

Council Member Bates inquired if introducing the Ordinance allowed for moving forward for discussion at the next meeting.

City Attorney Mantzaris commented the Ordinance was the legislative vehicle enabling the Council to adopt the Fire Assessment Fee Resolution should Council wish to adopt a Fire Assessment Fee. A second reading of the Ordinance would occur at the August 25, 2015 meeting, which will become the legislative part of the City Code allowing for the adoption of a Fire Assessment Fee by Resolution. The Ordinance could be adopted, Council could choose not to adopt a Fire Assessment Fee Resolution, and a Fire Assessment Fee would not be in place.

Council Member Mullins inquired when would the fee amount be selected. City Attorney Mantzaris stated the Ordinance and a Resolution will be presented together at the August 25, 2015 meeting. Procedurally the Ordinance would be adopted first, and the Resolution adopting a Fire Assessment Fee addressed afterwards.

Council Member Goodgame inquired if three Council Members vote against introducing the Ordinance, would the Ordinance no longer move forward. City Manager Gray stated the Ordinance would not move forward.

Council Member Goodgame requested discussion of the Ordinance.

City Attorney Mantzaris stated the Ordinance was under introduction and it has been the City's policy not to hold discussion on the matter. An introduction is designed to determine if Council is interested in moving forward for a final hearing.

Council Member Travis commented if the Ordinance moved to a final hearing, at the final hearing the Council could reject the Ordinance.

Council Member Mullins stated the Ordinance did not mention future increases were capped by the Consumer Price Index; which was in the letter sent to the residents. He inquired if the cap was a state law.

City Attorney Mantzaris commented the assessment would not have an automatic increase and suggested obtaining clarification from the consultant.

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Council Member Mullins requested staff research the cap issue to determine if the cap should be included in the Ordinance.

Council Member Goodgame asked City Attorney Mantzaris if, by law, the Council was unable to discuss moving forward or not moving forward with the Ordinance. City Attorney Mantzaris stated Council can have discussion on any motion which has a second.

Council Member Goodgame commented Finance Director VanZile mentioned the City would have \$8 million in reserve funds at the end of the year and \$6.7 million in reserve funds for Fiscal Year 2016. He stated he did not support the Ordinance as the funds were not needed.

Council Member Mullins commented the Fire Assessment was something to consider when addressing the budget. He supported moving forward and would like to see a Fire Assessment Fee and a reduced millage rate.

Council Member Goodgame commented he was opposed to imposing a Fire Assessment Fee on houses of worship.

Mayor Ash stated the City has to provide fire services to the churches and the churches are exempt from property taxes. The taxpayers must pick up the costs of services for the churches.

Council Member Bates asked about the cost to lease police vehicles opposed to purchasing the vehicles.

City Manager Gray commented the police vehicles will not be purchased from the General Fund.

The motion passed 3 to 2 with Council Members Bates and Goodgame opposing.

ADJOURN: With no further comments, this meeting was adjourned at 8:01pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
August 25, 2015

The Clermont City Council met in a regular meeting on Tuesday, August 25, 2015 in the Clermont City Center. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Mullins, Bates, Goodgame, and Travis. Other City officials present were: City Manager Gray, City Attorney Mantzaris, and City Clerk Ackroyd.

INVOCATION

Pastor David Jean gave the invocation followed by the Pledge of Allegiance.

PUBLIC COMMENTS

There were no public comments.

REPORTS

City Manager Gray – No report.

City Attorney Mantzaris – No report.

Council Member Bates reported the Office of Greenways and Trails will conduct open forums seeking comments from the public for new opportunity maps for a new trail system. The closest meeting to Clermont will be held in Winter Garden on September 17, 2015 at 4pm.

Council Member Goodgame commented the Metropolitan Planning Organization will meet in Leesburg on August 26, 2015 to discuss upcoming roads, transportation needs, and funding.

Council Member Mullins – No report.

Council Member Travis – No report.

Mayor Ash reported she attended the Central Florida Leadership meeting consisting of a Mayor and County Commissioner from each county. She represented the Lake County cities and Lake County Commissioner Campione represented Lake County. The purpose of the meeting was to work together and plan the growth for the Central Florida area. The group will meet bi-monthly.

CONSENT AGENDA

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

Item No. 1 – Meeting Minutes

Consider request to approve minutes of the May 12, 2015 and May 26, 2015 Regular Council meeting.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
August 25, 2015

Item No. 2 – Surplus Request

Consider approval to declare end of life inventory as surplus from Environmental Services Department and Fire Department and dispose of in accordance with the Purchasing Policy. Surplus property is anticipated to be sold for approximately \$45,000.

Item No. 3 – Assignment of Interlocal Agreement

Consider approval of agreement with Lake County Sheriff department to provide Animal Control Services.

Item No. 4 – Event Request

Consider event and open container request to continue the First Friday Food Truck/Music on Montrose on the First Friday of each month.

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

Mayor Ash read a statement addressing the meeting procedures.

UNFINISHED BUSINESS

City Clerk Ackroyd read Ordinance 2015-73 and Resolution 2015-26 aloud by title only.

Item No. 5 – Ordinance No. 2015-73

An Ordinance of the City Council of the City of Clermont, Lake County, Florida providing for the establishment of a fire service non-ad valorem assessment; providing for severability; providing for repeal of ordinances in conflict; and providing for codification and an effective date.

Item No. 6 – Resolution No. 2015-26

A Resolution of the City Council of the City of Clermont, Lake County, Florida, providing for the approval of the levy of non-ad valorem assessments on certain benefitted properties within the City of Clermont for the purpose of providing high quality Fire Rescue and Basic Life Support Services to the benefitted properties; providing for consideration of certain technical reports and data recommending a method of levying said assessments and determining benefits are in proportion to each property's assessment; providing for legislative findings; providing for adoption of an assessment roll; providing for a public hearing to be held on August 25, 2015; providing for severability; and providing for an effective date.

Mayor Ash read a statement aloud addressing the City's population growth, expansion of City provided services, increased staffing needs, and a historical account of the deficit.

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City Manager Gray noted the Fire Assessment Fee process began in September 2014 when the General Fund budget was approved with a deficit of approximately \$1.2 million. The deficit was expected to continue and staff began researching other revenue alternatives. The Fire Rescue Services Assessment Fee was the only additional revenue source the City could implement. The City Council authorized the consulting firm Tindale Oliver to perform a study to determine the methodology and rate schedule for an annual Fire Rescue Services Assessment. The firm presented the study at the Council meeting on June 23, 2015 and the Council workshop on July 23, 2015. The City Council approved a preliminary Fire Rescue Services Assessment Rate Schedule on July 28, 2015, which served as the basis for the assessment notices sent to residents over the past several weeks.

Finance Director Van Zile provided a report on the proposed Fire Rescue Services Assessment. He reviewed the General Fund history since 2010. Mr. Van Zile reported on the proposed Fiscal Year 2016 budget, deficit analysis, revenue, reserves, and expenditures. The options presented to balance the deficit included using reserves, increasing the property tax millage rate, or adopting a Fire Rescue Services Assessment. The City's millage rate of 3.729 is the lowest in Lake County for a full service City.

The Fire Assessment would be charged to all property owners in the City in a manner that fairly and reasonably distributes the cost of Fire Rescue Services among all properties. The Fire Assessment Rate was calculated based on a combination of call data within land use categories, duration of calls, and the size of the assessable property. Fire assessments provide a more diversified and reliable funding source for the City and stability for the residents. The fire assessment would be included on the resident's property tax bills received in November 2015. Finance Director VanZile reviewed three options of the proposed rates for residential and commercial properties. The proposed rate options included exemptions only for properties owned by Federal, State, and Local governmental agencies. The Institutional category proposed rate options were based on a 50% reduction in the assessment amount for Institutional properties exempt from ad valorem taxation under Florida law.

City Manager Gray noted staff requested the City Council adopt Ordinance 2015-73 and Resolution 2015-26 to include:

An assessment rate structure based on the single-family residential amount of \$82.13.

An exemption for property owned by Federal, State and Local governments.

A reduction of 50 percent for an Institutional property owner exempt from ad valorem taxation under Florida law.

Staff also recommended the rolled back rate of 3.5 for the millage rate. The public hearings for the budget and millage rate will be held in September.

The consultants from Tindale Oliver were present to answer any questions.

Council Member Bates asked if the assessment for vacant land was the same regardless of parcel size. Steve Tindale stated the rate was assessed to useful land parcels regardless of size.

Council Member Goodgame inquired if parking lots were considered vacant land. Steve Tindale commented parking lots were typically listed under the same ownership with the associated structure.

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Mayor Ash asked if the options presented could be split. Mr. Tindale responded choosing various options to use would take away from the proof of benefit and methodology.

Council Member Travis inquired how exempting the Institutional classification would affect the other classification rates. Steve Tindale stated it would not be legal to place a burden on other classifications by exempting a classification.

Council Member Mullins asked how the study was conducted. Mr. Tindale responded the study was conducted using five years of Clermont Fire Department call data. The data showed commercial properties use more fire services than residential properties.

Council Member Bates clarified the fee was only for people living in the City. City Manager Gray concurred.

Mayor Ash opened the public hearing.

The following spoke in opposition of implementing a fire assessment fee:

Hope Lamb, Steven Elmore, Chris Walker, Ben Bond, Charlene Forth, Bob Peraza, Jim Hall, Greg Homan, Mark Montanaro, Jim Purvis, Alfred Outlaw, Chris Jenkins, Willie Montgomery, Ed Augustine, Dennis Horton, Joe Zagame, Tammy Hammond, Brian Hammond, Hal Turville Jr., Louis Levine, Wayne Weatherbee, Gary Moss, Terry Pitt, Phillip Harris, Aaron Blake, Amanda Hoang, Dr. Paul Sorchy, Eileen Patterson, Tom Sheenan, Brenda Walker, Tim Murry, Rick VanWagner, Ginger Martin, and Norma Trivelli.

Mayor Ash closed the public hearing.

Mayor Ash recessed the meeting at 9:19pm. Mayor Ash reconvened the meeting at 9:44pm.

City Manager Gray commented the budget initially began with a \$4 million deficit and was cut significantly. The Institutional portion of the Fire Assessment Fee accounts for only 7% of the total assessments and Fire Assessment Fees can only be used for fire expenses. The City has limited options for revenue sources and the Fire Assessment is a revenue source other municipalities have used.

The property at the Arts and Recreation Center became available after the visioning sessions and was purchased for pennies on the dollar. The facility is used by the seniors and the City partnered with the Boys and Girls Club to operate youth programs. Staff is researching and determining how to fund the facility through the implementation of user fees. The Clermont Rowing Boathouse was funded through a grant and is operated by the Lake County Rowing Association. City Manager Gray stated the Champions Splash Park is self supporting.

Finance Director Van Zile stated 94% of the General Fund contains operating and personal services expenses, which are annual reoccurring expenditures. He stated additional cuts would involve reducing personal services and cutting new positions.

Council Member Bates stated he was opposed to a Fire Assessment Fee after hearing public comments.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
August 25, 2015

Council Member Goodgame thanked the public for attending and spoke in opposition of imposing a Fire Assessment Fee. He stated he was opposed to assessing churches and commented the City should use reserve funds to balance the budget.

Council Member Mullins spoke in favor of using reserve funds, imposing a Fire Assessment Fee, and rolling back the millage rate to balance the budget. He commented the City could no longer continue to solely use reserve funds to balance the budget.

Council Member Travis expressed concern regarding assessing the fee for commercial buildings based on square-footage and not on the value. She commented on prior Council's actions over the years regarding the budget and spoke in favor of balancing the budget without a Fire Assessment Fee.

Mayor Ash commented on prior Council's decisions regarding the budget, property purchases, and other amenities. She spoke in opposition of imposing a Fire Assessment Fee due to the impact on small businesses.

Council Member Bates moved to deny Ordinance 2015-73; seconded by Council Member Goodgame. The motion passed 4 to 1 on a roll call vote with Council Member Mullins opposing.

Council Member Bates moved to deny Resolution 2015-26; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

ADJOURN: With no further comments, this meeting was adjourned at 10:18pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 8, 2015

The Clermont City Council met in a regular meeting on Tuesday, September 8, 2015 in the Clermont City Center. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Mullins, Bates, Goodgame, and Travis. Other City officials present were: City Manager Gray, City Attorney Mantzaris, and City Clerk Ackroyd.

INVOCATION

Elder Lanny Evans gave the invocation followed by the Pledge of Allegiance.

PROCLAMATION

City Clerk Ackroyd read the Constitution Week proclamation aloud. Mayor Ash presented the proclamation to Susan DeHart; Daughters of the American Revolution Representative.

Mayor Ash presented Purchasing Director Suarez the Achievement of Excellence in Procurement Award from the National Procurement Institute. City Manager Gray commended Purchasing Director Suarez for his negotiation skills.

PUBLIC COMMENTS

There were no public comments.

REPORTS

City Manager Gray reported Jeanie Linders had to go out of town unexpectedly and would report on the Clermont Performing Arts at the September 22, 2015 Council meeting. He announced the First Budget Public Hearing would be held on Thursday, September 10, 2015 at 6pm in the City Council Chambers.

City Attorney Mantzaris reported the City received an order from the Appellate Court upholding the decision in favor of the City regarding the Bee's Auto lawsuit. Cemex has filed a petition regarding the denial of their application for a Lake County Conditional Use Permit to operate a sand mine. The Court has not issued an Order to Show Cause so the City does not need to take at this time. Cemex has also filed an administrative challenge to the Wellness Sector Plan in which the City is not named as a party. The City could file an action to intervene; however the City does not own property within the Wellness Sector Plan. City Attorney Mantzaris recommended Council not take action to intervene.

Council Member Bates asked what the next step was regarding the Bee's Auto lawsuit. City Attorney Mantzaris stated the original lawsuit contained six counts against the City. The City was victorious on five counts; however the City did not win the count related to the signs. The City's insurance carrier should resolve the issues related to attorney's fees on the sign issue. Bee's Auto has an option to file a request to the U.S. Supreme Court to review the Appellate Court decision. The City would be in a position to move forward with revisions to City sign ordinance and move to gain compliance should Bee's Auto not move forward to request to be heard by the U.S. Supreme Court.

Council Member Goodgame reported on September 1, 2015 the Lake County Board of County Commissioners had a second review of a housing development at Cagan's Crossing. The State had challenged and vetoed the project two years ago. Three County Commissioners voted in favor of the project at the second review. He expressed disappointment with the Lake County Board of County Commissioners.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 8, 2015

Council Member Mullins reported on the Food Truck event at City Hall Park on September 4, 2015. The 2nd Saturday Car Show will be held from 3pm to 8pm on September 12, 2015.

Council Member Travis reported a triathlon will be held September 12, 2015 at Waterfront Park, the South Lake Chamber Breakfast will be on September 18, 2015, and on November 5, 2015 from 5pm to 8:30pm the Taste of South Lake will take place. The Parkrun had 1,147 out-of-the-country visitors to date and overall 2,317 runners have visited Clermont to participate.

Mayor Ash reported a September 11 Memorial Service will be held at Fire Station 1 on Friday, September 11, 2015 at 9am.

CONSENT AGENDA

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

Item No. 1 – Meeting Minutes

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

Item No. 2 – Bid Award

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

Item No. 3 – Bid Award

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

Item No. 4 – Bid Award

Consider Approval of bid award to Tanko Enterprises, LLC d/b/a Kona Ice South Lake County to provide food concession services at Waterfront Park with an estimated annual revenue of \$2,520.

Item No. 5 – Bid Award

Consider approval of bid award to Ryman Mechanical, Inc. to replace the existing HVAC system at the Arts and Recreation Center in the amount of \$548,396 from the Infrastructure Sales Tax Fund.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 8, 2015

Item No. 6 – Co-op Bid Award

Consider approval of cooperative bid award to Estep Construction, Inc. to provide water main and force main improvements to Fire Station No. 4 in the amount of \$79,000 from the Water Impact Fee Fund.

Item No. 7 – Contract Amendment

Consider request for third contract amendment between the City of Clermont and Ajax Building Corporation to provide construction management services for the new Police Department with an increase in fees in the amount of \$84,070 from the Infrastructure Sales Tax Fund.

Item No. 8 – Resolution No. 2015-29

Consider purchase approval of 1.4 +/- acres of certain real property from Marvin Sutton for use in Downtown Clermont Master Plan in the amount of \$50,000 from the Stormwater Fund.

Item No. 9 – Facility Use Agreement

Consider request for approval of Facility Use Agreement with Pat Burke Hoops for Life. Seven scholarships to Clermont residents will be provided to cover \$8,295 of the facility rental fee. The balance will be paid by Hoops for Life.

City Manager Gray noted Item 9 had been amended. City Attorney Mantzaris stated there were two minor changes to the Facility Use Agreement. The original version included an insurance requirement of an aggregate amount of \$3 million; the amount was reduced to \$2 million. The second change involved the Hoops for Life use of the gym at the Arts and Recreation Center in exchange for scholarships. The scholarships will be given to City residents under the age of 14 with the scholarship receivers selected by the user.

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

UNFINISHED BUSINESS

Item No. 10 – Variance Request

Development Services Director Hollerand presented the variance request. The applicant requested a rear yard setback of 9.7 feet rather than the 15 feet required in the Heritage Hills Planned Unit Development. The applicant had constructed several townhomes in Heritage Hills and discovered one lot would not allow the planned building layout without encroaching into the setback by 5.3 feet. The applicant does not want to change the character of the townhome units by altering the building size for one lot. Staff recommended denial of the variance request.

Duane Booth, Project Engineer for Lennar, commented the project was in Phase 2 of Heritage Hills. The curvature of the road created one lot which did not have the proper depth to fit the building design. The request is unique to the lot and would not set a precedent.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 8, 2015

Mayor Ash opened the public hearing.

Harry Mason spoke in opposition of the variance request.

Mayor Ash closed the public hearing.

Council Member Mullins commented the building design could be expanded to the east. Mr. Booth stated that option would be more expensive than undergoing a re-plat.

Council Member Bates inquired what type of buffer was to the rear of the lot. Duane Booth replied the buffer was open space.

Mayor Ash expressed concern and stated the lot will have less than ten foot of lawn and suggested limiting the number of building units to accommodate the City's regulations. She was opposed to the variance request.

Council Member Mullins suggested redesigning the building or re-platting the lot. He was opposed to the variance request.

Council Member Goodgame was in agreement with Council Member Mullins.

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

Item No. 11 – Ordinance No. 2015-75; Introduction

Council Member Bates moved to table Introduction of Ordinance 2015-75 to October 13, 2015; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Item No. 12 – Winter Park Consulting Group, LLC

City Manager Gray introduced Robert Thompson; Winter Park Consulting Group. Mr. Thompson is working on the marketing and investment portion of the Downtown Economic Development Plan.

Robert Thompson stated Winter Park Consulting had reviewed the Master Plan with staff and GAI Consultants, Inc., in addition to conducting outside research. He commented a density study was underway and meetings have been held with large land owners in the Downtown area. Winter Park Consulting has had initial contacts with Central Florida based investment and development groups.

Mr. Thompson presented two draft documents showing the various elements of the City, which included maps, demographics, economic statistics, and information regarding the Downtown area. The target audience will be directed to entities and individuals the City would be interested in building a relationship with.

City Manager Gray commented on the need for the private investment piece, particularly in the Downtown area. The information presented was the first update and he requested Council feedback.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 8, 2015

Mayor Ash stated it would be easier to provide feedback and direction after reviewing a finalized product.

Council Member Goodgame inquired about the numbers on the map related to the Clermont Downtown and Waterfront Master Plan. Mr. Thompson stated the numbers reference various Block numbers within the Downtown and Waterfront area and were not specific to any particular projects. Developers are interested in seeing the properties owned by the City within the Downtown and Waterfront area.

Robert Thompson commented due to the success of the initial meetings, Winter Park Consulting should have the project wrapped up in December 2015 to present to Council for feedback.

ADJOURN: With no further comments, this meeting was adjourned at 7:26pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 13, 2015		
Agenda Item Name		
Resolution No. 2015-34		
Requested Action		
Move to Approve		
Staff Report		
The City of Clermont has several ongoing agreements with cellular providers for the rental of tower space for cellular communications. One of these agreements is with SBA 2012 TC Assets, LLC for rental at the West Park tower location. Staff recommends approval of Renewal of Terms as referenced in the Lease Agreement. The Agreement is to include five (5) additional successive terms of five (5) years. Rent shall be increased on each anniversary of the Contract Commencement Date by an amount equal to five percent of the rent for the previous year.		
Additional Analysis		
Fiscal Impact Summary		
The city receives monthly rent of approximately \$4,200.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution No. 2015-34	Resolution No. 2015-35 SBA Communications Amend 2015.docx	
2. Amendment to Communications Site Lease Agreement	Amendment to Communications Site Lease Agreement (ground).pdf	
3. Communications Site Lease Agreement	Communications Site Lease Agreement (Ground).pdf	

**CITY OF CLERMONT
RESOLUTION NO. 2015-34**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, APPROVING AN AMENDMENT TO THAT CERTAIN SITE LEASE AGREEMENT DATED SEPTEMBER 8, 2000 BETWEEN THE CITY AND NEXTEL SOUTH CORPORATION AND ASSIGNED TO SBA 2012 TC ASSETS, LLC, F/K/A TOWERCO ENTITY 10, LLC, FOR THE OPERATION AND USE OF COMMUNICATION FACILITIES; PROVIDING FOR FIVE ADDITIONAL FIVE-YEAR RENEWAL TERMS; INCLUDING A FIVE PER CENT INCREASE IN RENT FOR EACH YEAR; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AS PROVIDED HEREIN; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1.

The City Council does hereby approve the Amendment to Communications Site Lease Agreement attached hereto and incorporated herein as Exhibit "A" on the property described therein to SBA 2012 TC Assets, LLC ("SBA") as successor entity of Nextel South Corp.

SECTION 2.

The Mayor of the City of Clermont is hereby authorized and directed to execute the Amendment to Communications Site Lease Agreement set forth in Exhibit "A".

SECTION 3.

This resolution shall take effect immediately upon its adoption.

CITY OF CLERMONT
RESOLUTION NO. 2015-34

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, on this 13th day of October, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Prepared by: Joanne Beaulieu
After recording return to: Khreshmore Spence
SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, FL 33487-1307
Ph: 1-800-487-7483 ext. 7795

Parcel ID: 232225040014200400

AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)

THIS AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (GROUND) ("Amendment") is executed this _____ day of _____, 2015, by and between the **CITY OF CLERMONT, a Florida municipal corporation**, having an address at P.O. Box 120219, Clermont, FL 34712-0219 ("Lessor") and **SBA 2012 TC ASSETS, LLC, a Delaware limited liability company**, having a principal office located at 8051 Congress Avenue, Boca Raton, Florida 33487-1307 ("Lessee").

WHEREAS, Lessor and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications entered into that certain Communications Site Lease Agreement (Ground), dated September 26, 2000, as amended, and as evidenced by that certain Memorandum of Agreement recorded September 10, 2001, as Instrument #2001086597, in Book 01999, Page 201, as amended by that certain unrecorded Corrected Memorandum of Agreement dated August 28, 2007, and ultimately assigned to Lessee, f/k/a TowerCo Assets LLC, a Delaware limited liability company, successor by merger to Tower Entity 10 LLC, a Delaware limited liability company, pursuant to that certain Assignment and Assumption of Ground Lease recorded December 9, 2008, as Instrument #2008139041, in Book 03708, Page 1607, both recordings of the Clerk of Court's Office of Lake County, Florida (collectively, "Agreement") for Lessee's use of a portion of the real property ("Premises") located at 402 12th Street, Clermont, FL 34711 ("Land"), being more particularly described in the Agreement; and

WHEREAS, Lessor and Lessee desire and intend to amend and supplement the Agreement as provided herein.

NOW, THEREFORE, for good and valuable consideration of One Hundred and no/100 Dollars (\$100.00), the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree and bind themselves to the following modifications to the Agreement:

1. **Section 4. Term**, of the Agreement is hereby amended as follows:

In addition to the Renewal Terms as referenced in the Agreement, the Agreement is hereby amended to include five (5) additional successive terms of five (5) years (each an "Additional Renewal Term"). Each Additional Renewal Term shall be deemed automatically extended, unless Lessee notifies Lessor of its intention not to renew the Agreement prior to the commencement of the succeeding Additional Renewal Term. The first Additional Renewal Term shall commence on January 6, 2021 ("Additional Renewal Term Commencement Date"), upon the expiration of the Renewal Term expiring on January 5, 2021.

2. The fourth (4th) sentence of **Section 14. Assignment and Subletting**, of the Agreement is hereby deleted in its entirety.
3. **Section 18(d). Miscellaneous**, of the Agreement is hereby amended as follows:

If to Lessee:

SBA 2012 TC Assets, LLC
Attn: Site Administration
8051 Congress Avenue
Boca Raton, FL 33487-1307
Re: FL46216-A/Central West Clermont

4. Capitalized terms not defined in this Amendment will have the meaning ascribed to such terms in the Agreement.
5. This Amendment will be governed by and construed and enforced in accordance with the laws of the state in which the Land is located without regard to principles of conflicts of law.
6. Except as specifically set forth in this Amendment, the Agreement is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall take precedence.
7. Lessor acknowledges that the Exhibits attached to the Agreement may be preliminary or incomplete and, accordingly, Lessee may replace and substitute such Exhibits with an accurate survey and legal descriptions of the Premises and easements and re-record this Amendment with the approval of Lessor. Following such re-recording, the descriptions of the Premises and easements described therein shall serve as the descriptions for same for all purposes under the Amendment.
8. Lessor represents and warrants to Lessee that the Lessor is the sole owner in fee simple title to the Premises and easements and the Lessor's interest under the

Agreement and that consent or approval of no other person is necessary for the Lessor to enter into this Amendment.

9. This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Amendment.
10. Lessee shall have the right to record this Amendment.

[The remainder of this page is intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

WITNESSES:

Print Name: _____

Print Name: _____

LESSOR:

CITY OF CLERMONT, a Florida municipal corporation

By: _____
Print Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, as _____ of the City of Clermont, a Florida municipal corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Notary Public

WITNESSES:

Print Name: _____

Print Name: _____

LESSEE:

**SBA 2012 TC ASSETS, LLC, a Delaware
limited liability company**

By: _____
Alyssa Houlihan
Vice President, Site Leasing

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me on the _____ day of _____, 2015, by Alyssa Houlihan, Vice President, Site Leasing of SBA 2012 TC Assets, LLC, a Delaware limited liability company, on behalf of the company and who is personally known to me.

Notary Public

Print Name: _____
My Commission Expires: _____

(NOTARY SEAL)

Market: Central Florida
Site No.: FL 2090E
Site Name: West Central Clermont

COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)

This Communications Site Lease Agreement (Ground) ("Agreement") is entered into this 26 day of September 2008 between the City of Clermont, a Florida municipal corporation with an office at P.O. Box #120219, Clermont, FL 34712-0219 ("Lessor"), and Nextel South Corp. a Georgia corporation, d/b/a Nextel Communications with an address of 851 Trafalgar Court, Suite 300E, Maitland, FL 32751 ("Lessee").

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** Lessor is the owner of a parcel of land (the "Land") located in the City of Clermont, Lake County, State of Florida commonly known as 400 12th Street. The Land is more particularly described in Exhibit A annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor, approximately Six Hundred and Sixty (660) square feet of the Land and all access and utility easements, if any, (the "Premises") as described in Exhibit B attached hereto.

2. **Use.** The Premises may be used by Lessee for any activity in connection with the provision of communications services. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.

3. **Tests and Construction.** Lessee shall have the right at any time following the full execution of this Agreement to enter upon the Land for the purpose of making appropriate engineering and boundary surveys, inspections, soil test borings, other reasonably necessary tests and constructing the Lessee Facilities (as defined in Paragraph 6(a) below). Lessee shall not interfere with Lessor's use of the Land or any adjoining property in the conduct of any such surveys, tests or borings. In the event this Agreement expires or is terminated prior to the Commencement Date, as hereinafter defined, Lessee will immediately remove any and all of its equipment from the Land and restore the Land to its condition existing immediately prior to Lessee's entry, reasonable wear and tear and damage not caused by Lessee excepted.

4. **Term.** The term of this Agreement shall be five (5) years commencing upon construction of Lessee Facilities or Ninety (90) days from full execution of this Agreement, whichever first occurs ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in Paragraph 10. Lessee shall have the right to extend the Term for three (3) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding Renewal Term.

5. (a) **Rent.** Within 15 days of the Commencement Date and on the first day of each month thereafter, Lessee shall pay to Lessor as rent Two Thousand and 00/100 DOLLARS (\$2,000.00) per month ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Lessor at P.O. Box 120219, Clermont, FL 34712-0219; Attention: City Manager.

(b) Rent shall be increased on each anniversary of the Commencement Date by an amount equal to five percent (5%) of the Rent for the previous year.

6. **Facilities; Utilities; Access.**

(a) Lessee has the right to erect, maintain and operate on the Premises radio communications facilities, including, an antenna tower or pole and foundation, utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas, supporting equipment and structures thereto ("Lessee Facilities"). This shall be an un-manned facility and shall meet all permitting requirements and conform to City of Clermont ordinances relating to wireless communication. The site plan and the tower design and height shall be incorporated in Exhibit B attached hereto. In connection therewith, Lessee has the right to do all work necessary to prepare, maintain and alter the Premises for Lessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All utility lines shall be installed underground. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Title to the Lessee Facilities shall be held by Lessee. All of Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all Lessee Facilities at its sole expense on or before the expiration or earlier termination of the Agreement; provided, Lessee repairs any damage to the Premises caused by such removal. Upon termination of this Agreement, Lessee shall not be required to remove any foundation more than four (4) feet below grade level.

(b) Lessee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Lessee shall have the right to draw electricity and other utilities from the existing utilities on the Land or obtain separate utility service from any utility company that will provide service to the Land (including a standby power generator for Lessee's exclusive use). Lessor agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Premises, including the grant to Lessee or to the servicing utility company at no cost to the Lessee, of an easement in, over across or through the Land as required by such servicing utility company to provide utility services as provided herein. Any easement necessary for such power or other utilities will be at a location acceptable to Lessor and the servicing utility company.

(c) Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to the Premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. Lessor grants to Lessee, and its agents, employees, contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Land described in Exhibit B.

(d) Lessor grants Lessee permission to construct an access road (the "Access Road") at least twelve feet wide, from the nearest public roadway, Minneola Avenue, across the Land owned by Lessor, to the Premises, and as more fully described in Exhibit B. Lessee will maintain the Access Road at its sole cost and expense except for damages resulting from use of the Access Road by Lessor, or its agents, employees, contractors, or invitees, the cost of which shall be Lessor's sole responsibility. Lessor shall maintain all other access roadways from the nearest public roadway to the Land for Lessee's non-exclusive use in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Lessor shall maintain the access roadways at its sole cost and expense except for damages resulting from use of the access roadways by Lessee or its agents, employees, contractors, or invitees, the cost of which shall be Lessee's sole responsibility.

7. **Interference.**

(a) Lessee shall operate the Lessee Facilities in a manner that will not cause interference to Lessor and other lessees or licensees of the Land, provided that their installations predate that of the Lessee Facilities. All operations by Lessee shall be in accordance with the Communications Commission's rules.

Market: Central Florida
Site No.: FL 2090E
Site Name: West Central Clermont

indicating that the change in status is directly attributable to Lessee's improvements to the Premises. Both parties agree that Lessee will not be responsible for any taxes owed prior to the Commencement Date.

9. Waiver of Lessor's Lien.

(a) Lessor waives any lien rights it may have concerning the Lessee Facilities which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.

(b) Lessor acknowledges that Lessee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Lessee Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. Termination. This Agreement may be terminated on ninety (90) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of notice; or (ii) by Lessee, so long as payments of Rent are current, for any reason or for no reason, provided Lessee delivers ninety (90) written notice of early termination to Lessor and pays to Lessor an amount equal to twelve (12) months Rent at the rental rate in effect at the time of termination as liquidated damages in consideration for such early termination (representing the loss of Rent which may have otherwise have been payable to Lessor under this Agreement had such early termination not been effectuated); or (iii) by Lessee if it does not obtain any license, permit or other approval necessary for the construction and operation of Lessee Facilities;

11. Destruction or Condemnation. If the Premises or Lessee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. Insurance. Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Lessee Facilities, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises, all as provided for herein. Lessor shall be named as an additional insured on Lessee's policy. Lessee shall provide to Lessor a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date.

13. Indemnification. Lessee shall indemnify and hold Lessor harmless from all claims arising from the acts or omissions of Lessee or Lessee's agents or employees pursuant to this Agreement or in or about the Property. Lessor, to the extent permitted by law, shall indemnify and hold Lessee harmless from all claims arising from the acts or omissions of Lessor or Lessor's agents or employees pursuant to this Agreement or in or about the Property.

14. Assignment and Subletting. Lessee may assign this Agreement or sublet or license the Premises or any portion thereof to an entity upon written notification to Lessor by Lessee, subject to the assignee assuming all of Lessee's obligations herein. Upon assignment or subletting, Lessee shall be relieved of all future performance, liabilities, and obligations under this Agreement. Lessee shall have the right to sublet this Agreement without Lessor's consent. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of the Lessor's obligations herein, including but not limited to, those set forth in Paragraph 9 ("Waiver of Lessor's Lien") above. This Agreement shall run with the property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof. Lessor may sell or lease the Land to others subject to this Agreement.

15. Warranty of Title and Quiet Enjoyment. Lessor warrants that: (i) Lessor owns the Land in fee simple and has rights of access thereto and the Land is free and clear of all liens, encumbrances and restrictions which would preclude this Agreement; (ii) Lessor has full right to make and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises.

16. Repairs. Lessee shall not be required to make any repairs to the Premises or Land unless such repairs shall be necessitated by reason of the default or neglect of Lessee or are required to correct any damage caused to the Land by Lessee. Except as set forth in Paragraph 6(a) above, upon expiration or termination hereof, Lessee shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted.

17. Hazardous Substances. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (defined below) on, under, about or within the Land in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorney's fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Land is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

18. Miscellaneous.

(a) This Agreement constitutes the entire agreement.

Market.: Central-Florida
Site No.: FL 2090E
Site Name: West Central Clermont

(d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Lessor: City of Clermont
1 Westgate Plaza
P.O. Box 120219
Clermont, FL 34712-0219
Attn.: City Manager

Lessee: Nextel South Corp.
851 Trafalgar Court,
Suite 300B
Maitland, FL 32751
Attn.: Property Manager

With a copy to: Nextel Communications, Inc.
2001 Edmund Halley Drive
Reston, VA 20191-3436
Sixth Floor, Mail Stop 6E630
Attn: Site Leasing Services, Contracts Manager

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

(e) This Agreement shall be governed by the laws of the State of Florida.

(f) Lessor acknowledges that a Memorandum of Agreement in the form annexed hereto as Exhibit C will be recorded by Lessee in the official records of the County where the Land is located.

(g) Lessee may obtain title insurance on its interest in the Land. Lessor shall cooperate by executing documentation required by the title insurance company. Lessee shall provide Lessor a copy of the insurance policy, if any.

(h) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(i) All Riders and Exhibits annexed hereto form material parts of this Agreement.

(j) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Signed, sealed and delivered in the presence of:

Dawn M. Dickerson
Witness
Print Name: DAWN M. DICKERSON
Becki O. Blackmon
Witness
Print Name: Becki O. Blackmon

LESSOR:
City of Clermont, a Florida municipal corporation

By: [Signature]
Print Name: Harold S. Turville, Jr.
Title: Mayor
Tax ID#: 2422250100-076-00900

STATE OF FLORIDA

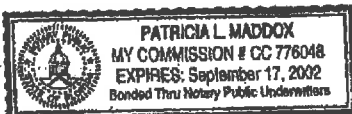
COUNTY OF LALIE

The foregoing instrument was acknowledged before me this 26 day of October, 2002 by Harold Turville as Mayor of the City of Clermont, a Florida municipal corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Patricia L. Maddox
Notary Public
Print Name: PATRICIA L. MADDOX

My commission expires: _____



(SIGNATURES CONTINUED ON FOLLOWING PAGE)

Market.: Central Florida
Site No.: FL 2090E
Site Name: West Central Clermont

Signed, sealed and delivered in the presence of:

Adele A. Childs
Witness
Print Name: Adele A. Childs
Rachael Floyd
Witness
Print Name: RACHAEL FLOYD

STATE OF Georgia
COUNTY OF Gwinnett

The foregoing instrument was acknowledged before me this 17 day of October, 2000, by John Cafaro, as Vice President of Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications who is personally known to me or who has produced as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Maelecheia Thompson
Notary Public
Print Name: Maelecheia Thompson

My commission expires: _____

LESSEE:

Nextel South Corp., a Georgia corporation
d/b/a Nextel Communications

By: John Cafaro
Print Name: John Cafaro
Title: Vice President



Market: Central Florida
Site No.: FL 2090E
Site Name: West Central Clermont

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated _____, _____, by and between the City of Clermont, a Florida municipal corporation as Lessor, and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications as Lessee.

The Land is described and/or depicted as follows (metes and bounds description):

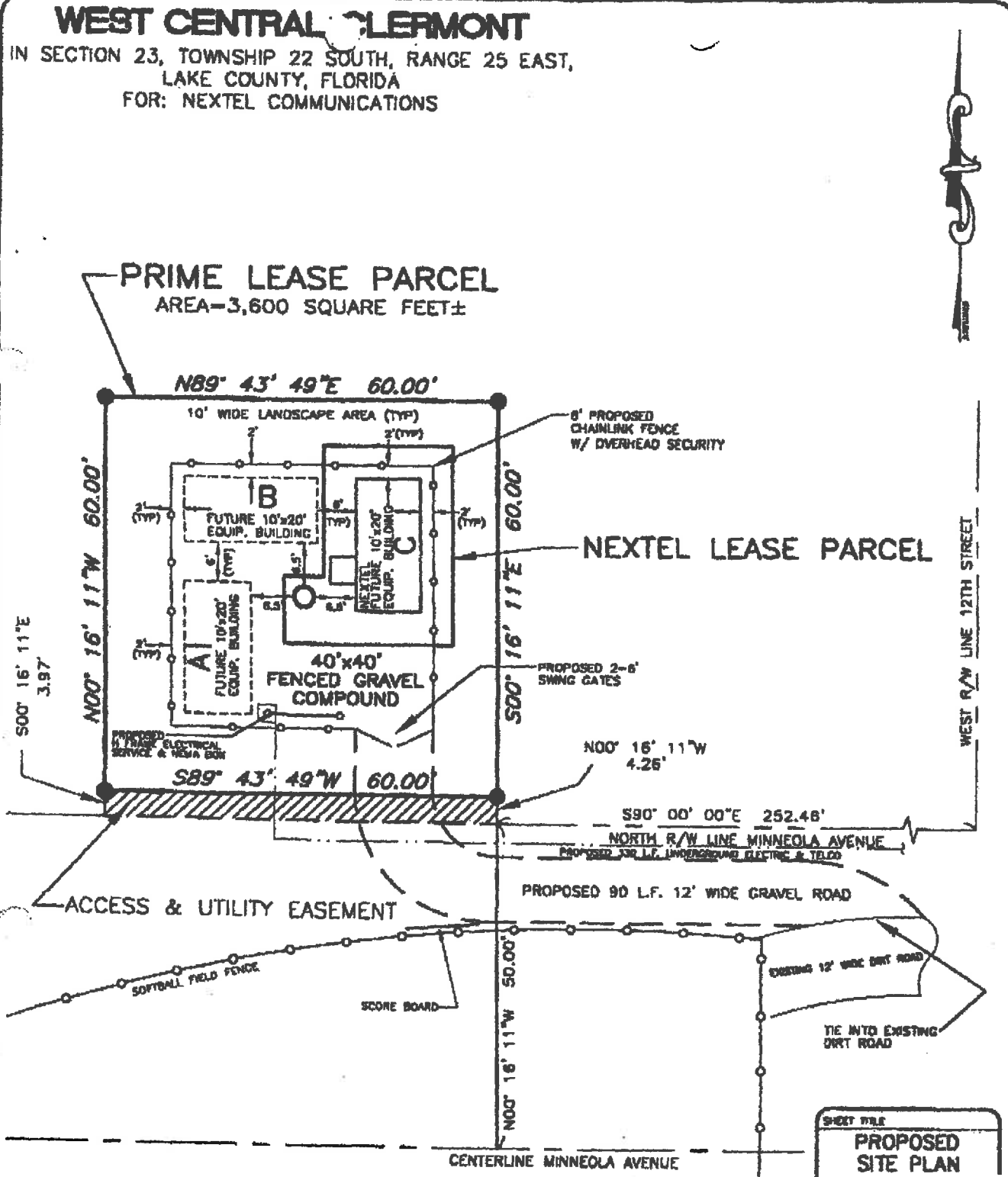
Lots 4, 5, 6, 11, 12, 13 and 14, Block 142, Johnson's Replat according to the official map of the City of Clermont, recorded in Plat Book 8, Pages 17 to 23 inclusive, Public Records of Lake County, Florida.

Market: Central Florida
Site No.: FL 2090E
Site Name: West Central Clermont

EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated _____, by and between the City of Clermont, a Florida municipal corporation as Lessor, and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications as Lessee.



Market.: Central Florida
Site No.: FL 2090E
Site Name: West Central Clermont

MEMORANDUM OF AGREEMENT

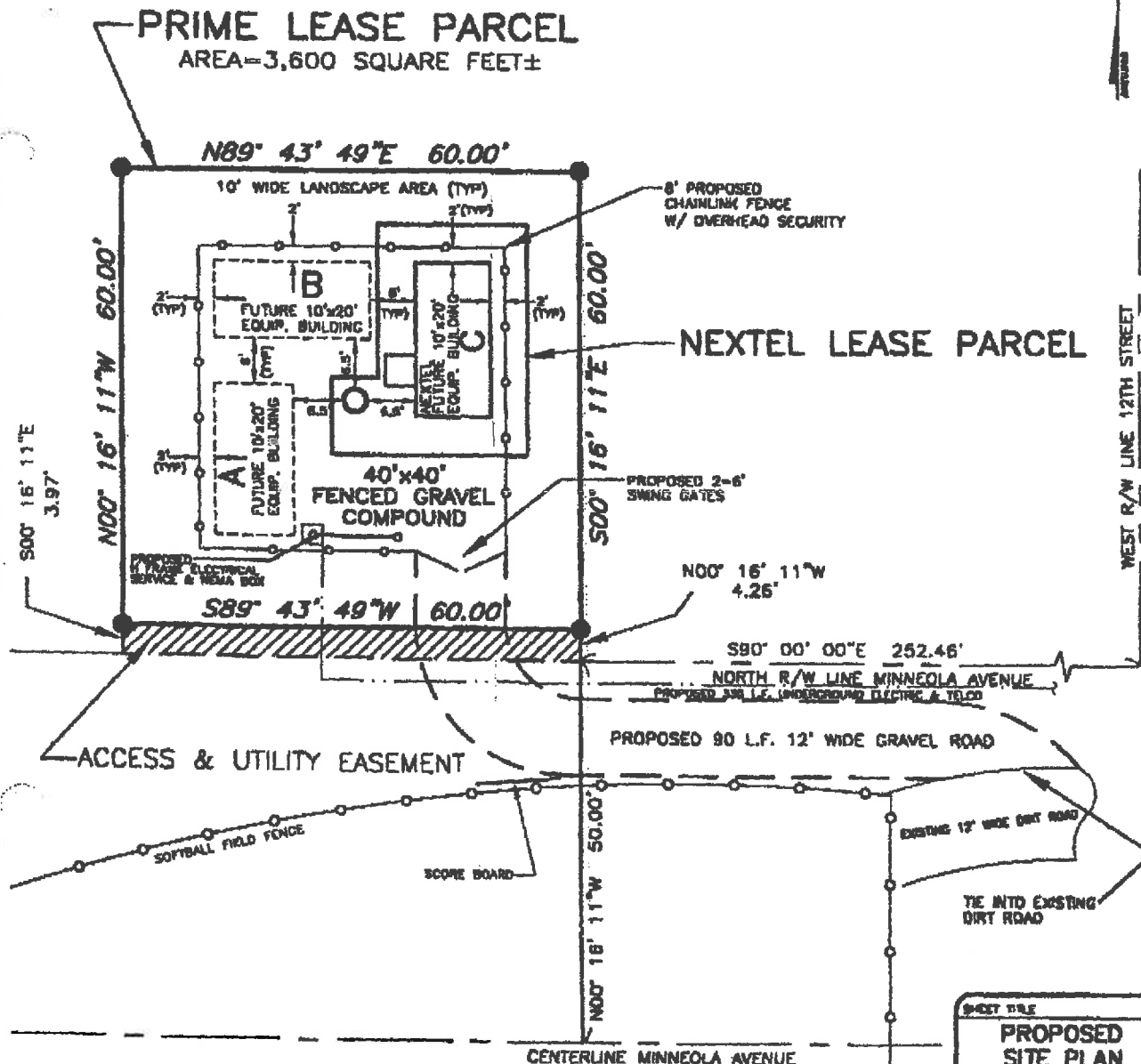
EXHIBIT B

DESCRIPTION OF PREMISES

to the Memorandum of Agreement dated _____, by and between the City of Clermont, a Florida municipal corporation, as Lessor, and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications as Lessee.

WEST CENTRAL CLERMONT

IN SECTION 23, TOWNSHIP 22 SOUTH, RANGE 25 EAST,
LAKE COUNTY, FLORIDA
FOR: NEXTEL COMMUNICATIONS



SHEET TITLE

**PROPOSED
SITE PLAN**

SHEET 4 OF 5

CLIENT

Market.: Central Florida
Site No.: FL 2090E
Site Name: West Central Clermont

EXHIBIT C

PREPARED BY:

Paula Hickman, Senior Attorney
Nextel South Corp.
2500 Maitland Center Parkway, Suite 300
Maitland, FL 32751

RETURN TO:

Property Manager
851 Trafalgar Ct., Suite 300E
Maitland, FL 32751

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this _____ day of _____, _____, by and between the City of Clermont, a Florida municipal corporation, with an address at P.O. Box 120219, Clermont, FL 34712-0219 (hereinafter referred to as "Lessor") and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications with an office at 851 Trafalgar Court, Suite 300E, Maitland, FL 32751 (hereinafter referred to as "Lessee").

Lessor and Lessee entered into a Communications Site Lease Agreement ("Agreement") on the _____ day of _____, _____, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.

The term of the Agreement is for five (5) years commencing on _____, _____ ("Commencement Date"), and terminating on the fifth anniversary of the Commencement Date with three (3) successive five (5) year options to renew.

The Land which is the subject of the Agreement is in _____ County, Florida, described in Exhibit A annexed hereto. The portion of the Land being leased to Lessee (the "Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness
Print Name: _____

Witness
Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by Harold S. Turville, Jr. as Mayor of the City of Clermont, a Florida municipal corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Notary Public

Print Name

My commission expires: _____

LESSOR:
City of Clermont, a Florida municipal corporation

By: **FOR EXHIBIT ONLY - DO NOT EXECUTE**

Print Name: Harold S. Turville, Jr.

Title: Mayor

Market: Central Florida
Site No.: FL 2090E
Site Name: West Central Clermont

Signed, sealed and delivered in the presence of:

Witness

Print Name: _____

Witness

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by John Cafaro, as Vice President of Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Notary Public

Print Name

My commission expires: _____

LESSEE:

Nextel South Corp., a Georgia corporation
d/b/a Nextel Communications

By: **FOR EXHIBIT ONLY - DO NOT EXECUTE**

Print Name: John Cafaro

Title: Vice President

Market: Central Florida
Site No.: FL 2090E
Site Name: West Central Clermont

MEMORANDUM OF AGREEMENT

EXHIBIT A

DESCRIPTION OF LAND

to the Memorandum of Agreement dated _____, _____, by and between the City of Clermont, a Florida municipal corporation as Lessor, and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications as Lessee.

The Land is described and/or depicted as follows (metes and bounds description):

Lots 4, 5, 6, 11, 12, 13 and 14, Block 142, Johnson's Replat according to the official map of the City of Clermont, recorded in Plat Book 8, Pages 17 to 23 inclusive, Public Records of Lake County, Florida.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 13, 2015		
Agenda Item Name		
Resolution No. 2015-37		
Requested Action		
Repeal the City's Harassment Policy dated 1/10/2012, and replace with the attached proposed Harassment (including Sexual Harassment) Policy.		
Staff Report		
The purpose of this policy is to express the City's commitment to preventing and maintaining a working environment for employees (including applicants and volunteers) that is free from any form of harassment, including sexual harassment. Staff proposes that the Harassment Policy be approved and adopted by the City Council on January 10, 2012 and repealed and replaced with the attached document.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution 2015-37	2015-37 Harassment (Including Sexual Harassment) Policy.doc	
2. Harassment (Including Sexual Harassment) Policy	Harassment (including Sexual Harassment) Policy 101315.pdf	

CITY OF CLERMONT
RESOLUTION NO. 2015-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, REPEALING THE HARASSMENT POLICY IN ITS ENTIRETY; REPLACING WITH THE HARASSMENT POLICY, INCLUDING THE SEXUAL HARASSMENT POLICY, AS ADOPTED HEREIN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Clermont City Council has determined that it is in the best interest of the City of Clermont, that an update and replacement of the Harassment Policy be made.

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

Section 1

The City Council of the City of Clermont does hereby adopt and implement the replacement of the Harassment Policy with the Harassment Policy; including the Sexual Harassment Policy, as set forth in Attachment A, attached hereto and incorporated herein and attached to this Resolution; and

Section 2

This resolution shall take effect immediately upon its adoption.

CITY OF CLERMONT
RESOLUTION NO. 2015-37

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 13th day of October, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



Harassment (Including Sexual Harassment) Policy

Replaces Harassment Policy Dated January 10, 2012

Effective October 13, 2015

A. Purpose

To express the City's commitment to preventing and maintaining a working environment for employees (including applicants and volunteers) that is free from any form of harassment, including sexual harassment.

This procedure is developed in accordance with Title VII of the Civil Rights Act of 1964 (Title VII), Age Discrimination in Employment Act of 1967 (ADEA), Title I and Title V of the Americans with Disabilities Act of 1990 (ADA), and City policies and procedures on equal employment opportunity and recruitment.

B. Scope

The provision set forth in this policy and procedure shall apply to all City employees, and for the purpose of this procedure volunteers shall be considered employees.

C. Directives

The City's policy is that any form of harassment, including sexual harassment, is completely unacceptable and will not be tolerated.

Harassment is defined as unwelcome verbal, visual or physical offensive conduct towards an individual because of his or her race, color, national origin, sex (gender), religion, disability, age, sexual orientation, marital or veteran's status, pregnancy, genetic information, and any other basis of discrimination covered by applicable federal, state or local law. Offensive conduct may include, but is not limited to, jokes, slurs, epithets or name calling, physical assaults or threats, intimidation, ridicule or mockery, insults or put-downs, and offensive objects or pictures.

Harassment becomes unlawful when 1) enduring the offensive conduct becomes a condition of continued employment, or 2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

Examples of sexual harassment include, but are not limited to unwelcome sexual advances, requests for sexual favors, touching, and other verbal, visual or physical conduct of a sexual nature displayed, posted, or circulated in the workplace, such as graphic depictions, jokes, innuendos, suggestive/explicit objects, pictures/drawings, and demeaning written/graphic material that creates a hostile or offensive work environment. Sexual harassment does not have to be of a sexual nature, it can include verbal, visual or physical offensive conduct about a

person's sex/gender. Both victim and the harasser can be either a woman or a man, and the victim and harasser can be the same sex. Sexual harassment does not refer to occasional compliments of a socially acceptable nature. Sexual harassment is illegal when it is so frequent or severe that it creates a hostile or offensive work environment or when it results in an adverse employment decision.

The City strongly disapproves of and will not tolerate harassment of employees by supervisors or co-workers, and does not condone harassment of its employees in connection with their work by non-employees, e.g., general public, vendors, professional contacts and customers.

Any supervisor, including managers and directors, do not have the authority to suggest to any employee that employment, continued employment, future advancement, or other term or condition of employment will be affected in any way by an employee's acceptance of a hostile or abusive work environment as described in this policy, or by any employee's entering into (or refusing to enter into) any form of personal relationship with the supervisor.

All employees are encouraged to report incidents of harassment utilizing established complaint procedures described below. Any employee who makes a complaint of harassment or provides information related to such a complaint or incident of harassment will be protected against retaliation.

Violations of this policy and procedure by any employee shall subject that employee to corrective action, up to and including termination of employment.

D. Procedure

1. Reporting –

Any employee, who feels that they are being harassed in violation of this policy, believes that his or her employment is being adversely affected by such conduct, or becomes aware of any harassment of an employee, should immediately report such concerns to any one or more of the following: their immediate supervisor, any Department Director, the Human Resources Director, Assistant City Manager, or the City Manager. It is emphasized that employees are not required to complain first to their supervisor.

Human Resources Director: (325) 241-7380 or (352) 241-7382

Assistant City Manager: (352) 241-7356

City Manager: (352) 241-7358

Complaints of harassment can be made verbally or in writing. Complaints made in writing should be signed and dated by the reporting employee. Complaints made verbally should be documented by the individual receiving the complaint.

Any supervisor, including managers and directors, who knows or has reason to know of workplace harassment is required to immediately report such harassment to the Human Resources Director.

The Human Resources Director and the City Manager shall be notified of all harassment complaints unless the complaint involves the Human Resources Director or the City Manager.

Employees should not assume that the City is aware of any employee harassment problems. Employees should immediately bring all complaints and concerns to the City's attention so that the concerns can be resolved.

2. Investigation –

All complaints of harassment shall be investigated. Supervisors, managers, any Department Director, the Human Resources Director, Assistant City Manager, or the City Manager receiving a complaint is responsible for investigating all such incidents. The Human Resources Director must be informed of all complaints no matter how insignificant they may seem. Upon completion of the investigation, the employee/complainant will be advised of the findings.

All actions taken to resolve complaints of harassment through internal investigations shall be conducted confidentially, to the extent possible and allowable by law.

3. Retaliation –

The City emphasizes that retaliation against any employee for making a complaint or cooperating in an investigation will not be tolerated. Employees will not be penalized in any way for making a report, in good faith, under this policy and procedure. No management personnel, supervisor or other employee shall place an employee at a disadvantage or retaliate against an employee for having reported a complaint of harassment. Any retaliation will result in corrective action up to and including termination.

Any employee who believes that he/she is being retaliated against for reporting or making a complaint of harassment or for participating in an investigation related to harassment should immediately report the alleged retaliatory action to his/her supervisor or to the Human Resources Director.

4. Corrective Action –

Any supervisor or employee who is found, after appropriate investigation, to have engaged in harassment of another employee will be subject to appropriate disciplinary action, up to and including termination, depending upon the circumstances.

Any employee who makes an intentional false allegation and/or report, under this policy and procedure, will be subject to disciplinary action up to and including termination.

5. Acknowledgement & Maintenance of Records –

Employees shall be advised of the contents of this policy and procedure and be required to acknowledge receipt of this policy and procedure. The acknowledgement shall be placed in the personnel record.

The Human Resources Department shall maintain documentation related to this policy and procedure, including documents related to training, incident reporting and disciplinary action.

E. Authority

The City Manager shall implement this policy and procedure.

Approved and adopted by the Clermont City Council by resolution number 2015-37 on October 13, 2015.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, October 13, 2015	
Agenda Item Name	
Bid Award	
Requested Action	
Motion to approve contract between the City of Clermont and Schmid Cosntruction, Inc. to provide all labor, material and equipment necessary for the construction of Clermont Police Department Headquarters in the total lump sum amount of \$7,308,000.	
Staff Report	
The Purchasing Department and the Police Department recommend approval of the above action. The Purchasing Department issued a Request for Qualifications (RFQ) number 15-025 on May 5, 2015 to pre-qualify general contractors for the construction of Clermont Police Department Headquarters. Contractors having seventy-seven (77) points or higher, based on the criteria established in the RFQ, were pre-qualified and invited to participate in a formal Request for Bid (RFB) for construction. Ajax Building Corporation contracted to provide Construction Manager services and acting as agent of the City, evaluated each response to the RFQ. There was a total of twelve (12) responsive proposals of which seven (7) general contractors were pre-qualified. The pre-qualified general contractors were: The Artec Group, Inc. - Sarasota, FL Wharton-Smith, Inc. - Sanford, FL Schmid Construction, Inc. - Clermont, FL McCree Design Builders, Inc. - Orlando, FL Walbridge Aldinger, LLC. - Tampa, FL Core Construction Services of Florida, LLC. - University Park, FL Pirtle Construction Company - Orlando, FL At the conclusion of the RFQ, the Purchasing Department issued a Request for Bid (RFB) number 15-042 on August 6th to the pre-qualified general contractors to bid on the construction project. The bid ended September 17th and there were five (5) responses to the RFB. Both RFQ and RFB were fully competed, advertised, and complies with the City of Clermont Purchasing Policy. Award is being recommended to the low responsive and responsible bidder Schmid Construction, Inc. for the total lump sum amount of \$7,308,000 who complied with all terms, conditions, and specifications stated in the RFB.	
Additional Analysis	
Fiscal Impact Summary	
The contract amount of \$7,308,000 is under the amount budgeted for the construction project by \$2,023,670. The	

funding plan for the project is to use approximately \$2,700,000 from the Police Impact Fees Fund and to fund the remaining \$4,608,000 from a bank loan/bond issue that will be obtained later in the year.

Fiscal Impact		Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	RFQ 15-025 Evaluation Process	RFQ 15-025 Evaluation Process.pdf	
2.	RFQ 15-025 Response Tabulation	RFQ 15-025 Response Tabulation.pdf	
3.	Ad	RFQ 15-025 POLICE HEADQUARTERS.docx	
4.	RFB 15-042 Response Tabulation	RFB 15-042 Response Tabulation.pdf	
5.	Ad	RFB 15-042 PD HDQTERS.docx	

SECTION – D EVALUATION PROCESS

The procedure for response evaluation and selection is as follows:

1. Solicitation issued.
2. Receipt of responses by the date and time prescribed in this RFQ.
3. Opening of responses and determination of which responses meet the minimum qualification standards.
4. The Construction Manager as an agent for the Owner shall evaluate each response following criteria below for selection:
 - a. Quality of submittal – clarity, conciseness and compliance with the requirements of the solicitation.
(0 to 3 pts.)
 - b. Introduction letter identifying the respondent's professional specialization and other items requested in this section of the solicitation.
(0 to 2 pts.)
 - c. Actively licensed General Contractor in the State of Florida.
[If NO, the General Contractor will be disqualified, if YES = 0 pt.]
 - d. Company existence for at least 5 years under present name.
[(Less than 5years = 0 pt.), (5 to 9 years = 3 pts.), (10+ years = 5 pts.)]
 - e. General Contractor years of experience under present name.
[(5 year or less = 1 pt.), (5 to 9 years = 3 pts.), (10+ years = 5 pts.)]
 - f. The experience of respondent's on Police Department, Emergency Operation Centers, Public Safety, Sheriffs Offices, Medium/Maximum Jail/Prison, or Hospital projects whose construction cost exceeded \$7.5mm.
[(1 or less = 0), (2 = 5 pts.), (3 to 4 = 7 pts.), (5+ = 10 pts.)]
 - g. Subcontractor and Owner references (up to 10 points).
 - Subcontractor References = 2 pts.
 - Owner References = 5 pts.
 - Letter of Recommendation = 3 pts.
 - h. Experience of project staff (up to 10 points).
 - Project Manager = 0 to 5 pts.
 - Project Superintendent = 0 to 5 pts.

SECTION – D
EVALUATION PROCESS

- i. Ability to provide bond in the amount specified in this solicitation (up to 10 points). See below for scoring criteria.
- Meets or exceeds Single Project Capacity of \$10MM, has available bonding in excess of \$10MM and aggregate capacity of at least \$20MM = (5 pts.)
 - Meets or exceeds Single Project Capacity of \$10MM, has available bonding in excess of \$12M and aggregate capacity of \$21MM to \$25MM = (7 pts.)
 - Meets exceeds Single Project Capacity of \$15MM, has available bonding in excess of \$15MM and aggregate capacity of \$26M or greater = (10 pts.)
- j. Are you a Lake County General Contractor? In order to qualify, your main office must be located in Lake County for at least two (2) years.
[If NO = 0 pt., if YES = 5 pts.]
- k. Insurance evidence showing insurance coverage as specified in this solicitation.
[If NO = 0 pt., if YES = 10 pts.]
- l. Insurance terminated by carrier within the last five (5) years.
[If YES = 0 pt., if NO = 5 pts.]
- m. Litigation within the last ten (10) years.
[(4+ = 0 pts.), (1-3 = 5 pts.), (0 = 10 pts.)] Explanations are required in response to this RFQ.
- n. Assessed liquidated damages in the past five (5) years.
[YES = 0 pt. if NO = 10 pts.]
- o. Evaluation of company profile.
[0 to 10 points]
5. The Construction Manager shall short list the number of contractors having Seventy-Seven (77) points in the aggregate or higher.
6. The short-listed respondent(s) will form part of a prequalified contractor list and will be invited to participate in a formal RFB for construction.

END OF SECTION D



RESPONSE TABULATION

RFQ 15-025, CONTRACTOR PREQUALIFICATION OF CLERMONT POLICE DEPARTMENT HEADQUARTERS
DUE DATE/TIME: JUNE 4, 2015 AT 2:00 P.M. (EST)

COMPANY NAME	ADDENDA 1	1-ORIGINAL, 2-COPIES
Cleveland Construction, Inc. – Naples, FL	Y	Y
Jordan Brothers Construction, LLC – Orlando, FL	Y	Y
The Artec Group, Inc. – Sarasota, FL	Y	Y
Wharton-Smith, Inc. – Sanford, FL	Y	Y
Schmid Construction, Inc. – Clermont, FL	Y	Y
McCree Design Builders, Inc. – Orlando, FL	Y	Y
Prominent Building Group, Inc. – Winter Garden, FL	Non-Responsive	
Ajax Construction, Inc. – Ocala, FL	Y	Y
APM Construction, Corp. – New Smyrna Beach, FL	Y	Y
Emmett Sapp Builders, Inc. – Wildwood, FL	Y	Y
Pirtle Construction Company – Orlando, FL	Y	Y
Walbridge Aldinger, LLC. – Tampa, FL	N	Y
Core Construction Services of Florida, LLC. – University Park, FL	N	Y

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

REQUEST FOR QUALIFICATIONS

The City of Clermont is requesting presentation of qualifications of General Contractors prior to bidding on the construction of the new Clermont Police Department Headquarters (RFQ 15-025). All responses must be received prior to **2:00 P.M. on Thursday, June 4, 2015**. Information may be obtained from the City's website at www.cityofclermontfl.com

Publication Date: Newspaper
May 11, 2015



RESPONSE TABULATION

RFB 15-042, CONSTRUCTION OF CLERMONT POLICE DEPARTMENT HEADQUARTERS
DUE DATE/TIME: SEPTEMBER 17, 2015 AT 2:00 P.M. (EST)

COMPANY NAME	BID BOND	ADD 1	ADD 2	ADD 3	ADD 4	ADD 5	ADD 6	ADD 7	LUMP SUM PRICE	ALT. 1 PRICE	LUMP SUM + ALT. 1
Schmid Construction, Inc. – Clermont, FL	Y	Y	Y	Y	Y	Y	Y	Y	\$7,263,000	\$45,000	\$7,308,000
Walbridge Aldinger, LLC. – Tampa, FL	Y	Y	Y	Y	Y	Y	Y	Y	\$7,848,000	\$40,000	\$7,888,000
The Artec Group, Inc. – Sarasota, FL	Y	Y	Y	Y	Y	Y	Y	Y	\$8,215,500	\$42,504	\$8,258,004
McCree Design Builders, Inc. – Orlando, FL	Y	Y	Y	Y	Y	Y	Y	Y	\$8,225,000	\$46,753	\$8,271,753
Pirtle Construction Co. – Orlando, FL	Y	Y	Y	Y	Y	Y	Y	Y	\$8,325,000	\$42,500	\$8,367,500

*Bid Bond and Addendum 1 through 7 were mandatory submittals with response.

Alternate 1 = Resurfacing of existing asphalt access road.

REQUEST FOR BID

The City of Clermont is requesting bids from pre-qualified general contractors to bid on the Construction of Clermont Police Department Headquarters (RFB 15-042). All responses must be received prior to **2:00 P.M. on Thursday, September 10, 2015**. A list of pre-qualified contractors and information about the bid may be obtained from the City's website at <http://www.clermontfl.gov/> or through BidSync at <https://www.bidsync.com/>.

Publication Date: Newspaper
August 10, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 13, 2015		
Agenda Item Name		
Piggyback Contract Award		
Requested Action		
Motion to approve a piggyback contract number 15-0621 from Lake County B.C.C. with Done Right Fire Repair, Inc. to provide Personal Protective Equipment Inspection, Cleaning, and Repair in the annual estimated amount of \$2,000.		
Staff Report		
The Purchasing Department and the Fire Department recommend approval of the above action. At the request of the Fire Department, the Purchasing Department sought a contract from Lake County B.C.C. to obtain the services of personal protective equipment inspection, cleaning, and repair. The contract was established to improve the safety of firefighters bunker gear as per the needs of all participating Purchasing Officials of Lake (POOL) agencies. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1509-002 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 Lake County B.C.C. contract. The contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
Annual projected cost of \$2,000 is included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	RFI 1509-002	RFI 1509-002.pdf
2.	Lake County Contract	15-0621.pdf
3.	Lake County Bid Tabulation	15-0621_PricingSummary.pdf



REQUEST FOR INFORMATION

Intent to Utilize Lake County BCC Contract for Personal Protective Equipment Inspection, Cleaning, and Repair

CONTACT INFORMATION: Freddy L. Suarez, MPA, CPPB Purchasing Director EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350	RFI No. 1509-002	ISSUED DATE: September 17, 2015
	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>September 25, 2015 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: Fire Department

(b) Company Information: Done Right Fire Gear Repair, Inc.

(c) Contract Number and Title: 15-0621 / Personal Protective Equipment Inspection, Cleaning, and Repair

(d) Length of Contract: One (1) year w/optional four (4) one-year renewals.

(e) Product or Service Provided: The contract will improve the safety of firefighters bunker gear by providing inspection, cleaning, and repair of equipment.

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.



CONTRACT NO. 15-0621

Personal Protective Equipment Inspection, Cleaning, and Repair

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the proposal of Done Right Fire Gear Repair, Inc. (hereinafter "Contractor") to supply inspection, cleaning, and repair services for personal protective equipment to the County pursuant to County RFP number 15-0621 (hereinafter "RFP"), addenda nos. (N/A), and Contractor's proposal opened June 30, 2015, thereto with all County RFP provisions governing.

A copy of the Contractor's signed proposal is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: (None)

No financial obligation under this contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this contract.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from October 1, 2015 through September 30, 2016, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) additional one year renewal options at Lake County's sole option, per the terms noted in the RFP.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: [Signature]
Senior Contracting Officer

Date: 9-15-2015

Distribution: Original-RFP File
Copy-Vendor
Copy-Department



LAKE COUNTY FLORIDA

REQUEST FOR PROPOSAL (RFP)

PERSONAL PROTECTIVE EQUIPMENT INSPECTION, CLEANING AND REPAIR PURCHASING OFFICIALS OF LAKE ("P.O.O.L.") ENTITIES

RFP Number: 15-0621 Contracting Officer: D. Villinis
 Proposal Due Date: June 30, 2015 Pre-Proposal Conf. Date: Not Applicable
 Proposal Due Time: 3:00 p.m. RFP Issue Date: June 3, 2015

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable to this solicitation
Certificate of Competency/License:	Not applicable to this solicitation
Indemnification/Insurance:	See Section 1.8
Pre-Proposal Conference/Walk-Thru:	Not applicable to this solicitation

At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the firms submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the official proposal due date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this RFP Document, and attach all other information requested in this RFP document (See Provision 1.13). Failure to sign the proposal response, or to submit the proposal response by the specified time and date, may be cause for rejection of the proposal.

NO-RESPONSE REPLY:

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION:

Company Name: Done Right Fire Gear Repair Phone Number: 727-848-9019
 E-mail Address: Teri@DRFGR.com Contact Person: Teri Moulton

Section 1.1: Purpose

The purpose of this solicitation is to establish a contract for the inspection, cleaning, and repairing of personal protective equipment on an as needed basis as determined by the Lake County Board of County Commissioners (hereafter “County”) and all Purchasing Officials of Lake (hereafter “P.O.O.L.”) as participating entities.

This is an indefinite quantity term contract with no guarantee services will be required. Neither the County nor any P.O.O.L. participating entity guarantee a minimum or maximum dollar amount (if any) to be expended on any contract resulting from this solicitation.

P.O.O.L entities that may participate in this action include the Lake County Board of County Commissioners, Lake County School Board, Lake County Sheriff’s Office, Lake Emergency Medical Services, Lake County Water Authority, Cities of Clermont, Eustis, Fruitland Park, Groveland, Leesburg, Mascotte, Minneola, Mount Dora, Tavares, Umatilla and the Towns of Astatula, Lady Lake and Montverde.

Other governmental entities (not listed above) may purchase under this agreement only with the permission of the County and the Vendor.

All entities identified shall be covered under the vendor's proposal. No proposal shall be considered unless all entities are contemplated by the vendor. An award will be made by the County and each organization collectively.

All sales derived from the award of this request shall be made in accordance with the prices, terms, and conditions of this solicitation.

Each entity will order its own services under the contract and shall issue its own purchase order throughout the contract period as its needs are determined. Each entity will schedule and expedite its own orders and will be billed separately. Each entity will receive, inspect, and test goods on an individual basis and when non-conforming shipments occur, each entity will seek their own remedy with the contractor.

The contractor will service personal protective equipment as required by this solicitation.

All controversies relating to specifications or other provisions of the solicitation and the evaluation of proposals or to subsequent contractual matters including failure to comply with specified services is the responsibility of the County. Any other controversies with which the County has no control, should not be accountable, or have to resolve, such violation of the contractual conditions, including late payment on the part of other participating entities, shall be resolved with that entity and the vendor.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed **in writing** [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than eight (8) working days before the proposal due date.

Donna Villinis, CPPB
Senior Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9839
Fax : 352.343.9473
E-mail: dvillinis@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

Section 1.3: Method of Award

Award will be made to the vendor who submits the overall proposal that is judged to provide the best value to the County. Proposals will be evaluated based upon the following criteria, which are listed in order of descending importance:

1. Proposed pricing.
2. Proposed materials and plans to accomplish tasks.
3. Firm's qualifications.
4. Reports from direct and indirect references.
5. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Service.
6. Other relevant criteria.

Section 1.4: Pre-Proposal Conference

Not applicable to this solicitation.

Section 1.5: Term of Contract

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial

contract term shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.6: Option to Renew

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the following pricing index published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov>), Product, Wage, Earnings and Benefits Calculators. It is the vendor's responsibility to request in writing any pricing adjustment under this provision. The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Section 1.6.1: Price Redetermination - Fuel

If the below-identified price index for fuel (gas and/or diesel as applicable to the vendor's operation) increases by ten percent (10%) or more from the base index as defined below, the vendor may petition the Procurement Services Manager in writing for an appropriate increase in the contract price(s). Any increase in the contract price(s) will be applied considering the relation of fuel cost to the contractor's total cost for the contracted product or service.

Any price re-determination will be solely based upon the percentage change between the base index and the current month index as documented by the:

State of Florida Department of Management Services

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/state_term_contracts/bulk_fuel_gasoline_and_diesel for unleaded gas, Florida PAD 1, Orlando

The base index will be the index number for the month prior to the proposal due date stated in the solicitation. The current month index will be the last month's index published before the request for a price re-determination is made.

The vendor shall provide (in writing) a cost analysis as described below for each contract price for which the vendor is requesting adjustment. This analysis must include the percentage increase calculation between the base and current month indices; a clear and detailed representation of the fuel cost component of any contract price for which an adjustment is requested; and a calculation showing the original contract price, the requested adjustment, and the proposed revised price. As an example: if the fuel index increases by twelve percent (12%) and the fuel cost accounts for ten percent (10%) of the cost of the product or service, then the contract price may be increased by 1.2 % ($0.12 * 0.10$). The vendor may submit additional clarifying or justifying information for the County's consideration. Failure to provide sufficient detail in the manner described above shall result in rejection of the vendor's request for pricing adjustment.

If the Procurement Services Manager grants any increase in any contract price based upon this clause, the increased price(s) may be adjusted downward on a unilateral basis by the County if the fuel index used to support any previous increase then decrease by ten percent (10%) or more. Any such decrease will be based on the calculations submitted by the vendor pertaining to any previous price increase.

This clause may be used in addition to any other price redetermination clause in this invitation/contract.

Section 1.7: Method of Payment

The vendor(s) shall submit invoices to the County user department(s) after each individual purchase has been completed. In addition to the general invoice requirements set forth below, the invoices shall reference, as applicable, the corresponding delivery ticket number, packing slip number, or other acceptance document that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ _____

Garage Keepers Liability at coverage value: \$ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or sub contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Note: The selected vendor shall provide a separate Certificate of Insurance that complies with the requirements stated above to each participating entity citing that entity as a certificate holder.

Section 1.9: Bonding Requirements

Not applicable to this solicitation.

Section 1.10: Completion of Work

The vendor will guarantee to complete the work, repair, and/or service upon coordinating with the County/participating entity's authorized representative for an appropriate location and time schedule to complete the scope of services.

All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the vendor(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor to whom the contract is awarded fail to complete the work within the agreed upon number of days, it is hereby agreed and understood that the County reserves the authority to cancel the contract with the vendor and to secure the services of another vendor to complete the work. If the County exercises this authority, the County shall be responsible for reimbursing the vendor for work which was completed and found acceptable to the County in accordance with the contract specifications. The County may, at its option, demand payment from the vendor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the County as a result of having to secure the services of another vendor. If the incumbent vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

Section 1.10.1: Shipping Terms

The F.O.B. point for any product ordered as a result of this solicitation shall be **F.O.B.: DESTINATION – INSIDE DELIVERY**. The title for each item will pass from the contractor to the County only after the County receives AND accepts each item. Delivery will not be complete until the County has accepted each item. Delivery to a common carrier shall not constitute delivery to the County. Any transportation dispute shall be between the contractor and

the carrier. The County will not consider any bid or proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

Section 1.10.2: Packing Slip/Delivery Ticket

The vendor shall enclose a complete packing slip or delivery ticket with any personal protective equipment item to be serviced in conjunction with this solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's or participating entity's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and any backordered items and estimated delivery of backorders if applicable.

Section 1.10.3: Delivery Times Specified

The vendor shall only be authorized to deliver items per County and each participating entity's specific instructions. Each entity will coordinate their delivery instructions with the awarded vendor after award of contract.

Section 1.10.4: Emergency/Hurricane/Disaster Events Deliveries

It is hereby made part of the solicitation that before, during, and after a public emergency, disaster, hurricane, flood, other acts of God or similar events, the County and/or participating entities under this contract shall require a first priority basis for services. It is vital and imperative that citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. The County and/or participating entity expects to pay contractual prices for the services required during an emergency situation. The vendor shall furnish a contact person's name and pertinent information including twenty four (24) hour phone number in the event of such as emergency where requested in the pricing section of this RFP.

Section 1.11: Acceptance of Goods or Services

The product(s) delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County for any contract or financial obligation.

Section 1.12: Deficiencies in Work to be Corrected by the Vendor

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within five (5) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

Section 1.13: Warranty

The vendor agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

If any damage results to equipment and/or parts directly caused by a deficiency of any product, the vendor shall pay for the repair to the equipment and/or parts, provided the equipment was used under normal operating conditions and maintained according to the equipment manufacturer's recommendations.

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose.

Section 1.14: Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL,

private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.15: Completion Requirements for Request for Proposal

One (1) signed original proposal and three (3) complete copies of the proposal shall be sealed and delivered to the Office of Procurement Services no later than the official proposal due date and time. Any proposal received after this time will not be considered and will be returned unopened to the Proposer. The County is not liable or responsible for any costs incurred by any Proposer in responding to this RFP including, without limitation, costs

for product and/or service demonstrations if requested. All pages of the RFP document shall be submitted, as this document will become the subsequent contract document.

When you submit your proposal, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Request for Proposal. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the proposal must initial the change. The proposal shall be manually signed in **BLUE INK** by an official authorized to legally bind the Proposer to its provisions.

COMPLETION OF PROPOSAL PACKAGE: The vendor shall complete all required entries in Section 4 of the proposal form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for RFP #15-0621." Do not indicate prices on literature.

Specific Completion Directions:

- Submit the entire RFP document (all pages) as the proposal submittal; the RFP document will become the contract document.
- Pricing shall be completed as directed within Section 4.
- Initial and date in **BLUE INK** the appropriate space(s) for each addendum you received for this RFP.
- Insert any prompt payment discount that you will offer. Note payment is NET 30 DAYS otherwise.
- Complete all certifications included within Section 4 of the solicitation.
- Complete the reference information sheets (include at least three references) contained within the solicitation.
- Complete the vendor information, and sign the proposal (IN BLUE INK) in the spaces provided in Section 4 of the solicitation.
- Submit the requested information under Scope of Services (Section 2) on company letterhead at the back of the proposal document, immediately following the References form.
- Submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements as the last page(s) of the proposal document.

Section 1.16: Additional Locations may be Added

Although specific locations or entities may be identified herein, it is hereby agreed and understood that any County department or facility or other agencies may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be

awarded to the current contract vendor that offers the lowest acceptable pricing. The additional location shall be added to this contract by formal modification.

The County may obtain price quotes for the additional facilities from other vendor in the event that fair and reasonable pricing is not obtained from the current contract vendor, or for other reasons at the County's discretion.

Section 1.17: Additional Services may be Added

Although this solicitation and resultant contract identifies specific services to be performed, it is hereby agreed and understood that services may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor under this contract shall be invited to submit price quotes for these additional services. The additional services shall be added to this contract by formal modification.

The County may obtain price quotes for the additional services from other vendor in the event that fair and reasonable pricing is not obtained from the current contract vendor, or for other reasons at the County's discretion.

Section 1.18: Administrative Reports

Consistent with the administrative needs of the County or participating entity, certain relevant data regarding purchases of goods and/or services under County contracts is to be gathered and maintained. Accordingly, each vendor under this contract is to provide quarterly reports to the County as to the nature of the goods and/or services purchased from them by the County or participating entity during the preceding three (3) months.

The reports shall include the quantity, description and unit price(s) of the goods and/or services.

The reports are to be submitted in writing to:

Lake County Department of Public Safety
Jack Fillman, Assistant Chief-Administration
Lake County Fire Rescue
315 West Main Street
PO Box 7800
Tavares, FL 32778
O 352-343-9458
F 352-343-9516

The reports shall be submitted no later than fifteen (15) calendar days after the expiration of the third (3rd) month of each contract period. Failure to submit such reports in a timely manner may be considered a breach of performance and subject to formal proceedings in that regard.

Section 1.19: Background Screening (Applicable to Work or Deliveries at Public School Premises Only)

The contractor represents and warrants that the contractor has read and is familiar with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, regarding background investigations. Contractor covenants to comply with all requirements of the above-cited statutes and shall provide proof of compliance upon request. Contractor agrees to indemnify and hold harmless all County and other public sector entities from any liability in the form of physical injury, death, or property damage resulting from the contractor's failure to comply with the requirements of this paragraph or Sections 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes.

Section 1.20: Compliance with Federal Standards

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Section 1.21: Deletion of Locations

Although this solicitation identifies specific locations to be serviced, it is hereby agreed and understood that any County department or agency may delete service location(s) when such service is no longer required during the contract period, upon fourteen (14) calendar days written notice to the vendor.

Section 1.22: Emergency Planning

Since the County, School Board, and other entities have been designated as a “**first responder**” during a disaster, each vendor shall include a clear and concise capability plan and process as described in Section 1.10.4 of this solicitation with their proposal submittal regarding services that may be needed preceding an emergency such as a hurricane, and immediately following. The daily cost, if any, associated with this service should be included in your proposal response

Section 1.23: Exceptions/Additions

It shall be unacceptable for any vendor to make the statement “see specifications” in lieu of listing all exceptions/additions from the preceding specifications. It shall also be unacceptable for any vendor to submit manufacturer's literature in lieu of specifically noting all exceptions/additions from the preceding specifications. All exceptions/additions to our specifications shall be either handwritten or typed on an attached separate sheet and submitted with the initial proposal response.

Section 1.24: Key Contractor Personnel

In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In

the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

Section 1.25: Labor, Materials, and Equipment

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County or participating entity.

Section 1.26: Minimum Wages

Under this contract, the wage rate paid to all laborers, mechanics and apprentices employed by the vendor for the work under the contract, shall not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

Section 1.27: Omission from the Specifications

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

Section 1.28: Purchase of Other Items Not Listed Within this Solicitation

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be ancillary or similar items or services that need to be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the vendor to obtain a price quote for the ancillary items. The County reserves the right to award these ancillary items to the contract vendor or to acquire the items through a separate solicitation.

Section 1.29: Risk of Loss

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent

or not) of the vendor or a third party.

The vendor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

Section 1.30: Special Notice to Vendors Regarding Federal and/or State Requirements

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- 1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
- 2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

Section 1.31: Stock Levels

The vendor(s) shall ensure that adequate stock levels are maintained at its place of business in order to assure the County or participating entity prompt delivery. If the delivery terms specified in the solicitation are not fulfilled by the vendor, the County or participating entity reserves the right to cancel the order, purchase the goods elsewhere, and charge the vendor for any re-procurement costs incurred by the County or participating entity. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

Section 1.32: Work References (Attachment A)

Vendor shall include at least three (3) references for which similar services have been provided in the last five years. The contact person listed for each reference shall be someone who has personal knowledge of the vendor's performance for the specific requirements listed. Vendors shall **not** list persons who will be unable to answer specific questions regarding the services provided.

SCOPE OF SERVICES

The purpose of this solicitation is to establish a contract for the inspection, cleaning, repairing, and tracking of personal protective equipment from an experienced, qualified vendor as needs may be determined by the County and participating P.O.O.L entities.

The County and participating entities' goal is to improve member safety through the use of professional clothing management services with the economics and expertise their capitalization and specialization allows.

Personal protective equipment is to consist of but not limited to turnout gear, suspenders, helmets, boots and miscellaneous items.

Vendor proposals shall include:

- Availability of services for all NFPA #1851 required tracking/reporting, preferably Total Fire Group Advanced Protective Tracking (APT) System
- Availability of services for all NFPA #1500 and NFPA #1851 required periodic advanced cleanings
- Availability of services for all NFPA #1500 and NFPA #1851 required periodic advanced inspections
- Availability of services for all NFPA #1500 and NFPA #1851 required basic and advance repairs
- All necessary costs for services associated with surveying, tracking, cleaning, inspecting and repairing of existing personal protective equipment

Record Tracking:

Proposal submittals shall include details on how ALL NFPA #1851 required record keeping and reporting at NO additional cost to the County or participating entity will be provided.

Proposal shall include details for any hardware needed to support the record keeping/tracking program.

Proposal shall include details on the software being utilized to support the record keeping/tracking program.

Proposal shall include details on whether the tracking program being offered utilizes interactive databases.

Proposal shall include details on whether the tracking program being offered allows the County or participating entities data manipulation capabilities without hidden fees for programming keys or supplier required intervention into programming.

Proposal shall include details for training and implementation to designated County or participating entities staff for the record keeping/tracking program.

Proposal shall include details for a computerized inventory system to track and maintain information for distribution, inventory control, tracking of repairs and replacements, tracking of cleanings and invoicing of items and services throughout the history of all personal protective equipment; items issued, returned, loaned and re-issued.

Proposal shall include details for tracking information on all County or participating members including, but not limited to: name, employee ID number, work location, rank, size, item type, size and quantity of items distributed, date distributed, repairs, replacements requested, and alterations. For each item, provide details for how the system will track the date distributed, dates of personal protective equipment cleanings, person distributed to, and repairs performed.

Quality and Features of Cleaning and Repair Program

Proposal shall include details on how cleaning, inspections, and repairs will be performed.

Proposal shall include assurance that advanced cleanings, advanced inspections, and basic/advanced repairs shall adhere to NFPA 1500 and NFPA 1851.

Proposal shall include assurance of openness of cleaning/repair facility for department inspection both before and during any contract award.

Proposal shall include assurance that, after repairs completed by contracted vendor, any sizing error correction becomes the responsibility of the vendor and not the department.

***Include all above requested information on company letterhead at the back of the proposal submittal document, immediately following the Reference form.*

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to whom award has been made.

County: Shall refer to Lake County, Florida.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words “shall”, “must”, or “will” indicate an essential requirement or condition which may not be waived.

3.2 INSTRUCTIONS TO PROPOSERS**A. Proposer Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester's name, address, and telephone number. The Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms,

provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

D. Contents of Solicitation and Proposers' Responsibilities

The proposer shall become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Proposals

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.

2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal due date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation.

3.3 PREPARATION OF PROPOSALS

- A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal
- B. The proposal submitted must be legible. Proposers shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the proposers firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY**

BE CAUSE TO REJECT THE PROPOSAL.

- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of a proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is

exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

3.11 AWARD

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. Any tie situations will be resolved in consonance with current written procedure in that regard.
- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Procurement Services Manager.

3.15 WARRANTY

All warranties express and implied, shall be made available to the

County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from

the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract

billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services identified herein.
2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for the successful performance under the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the

County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For each contract that exceeds One Hundred Ninety Five Thousand dollars (\$195,000.00), any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

3.38 TOBACCO PRODUCTS

Due to the acknowledged hazards arising from exposure to tobacco products, and to protect the public and employees' health, safety, comfort and environment, tobacco use is prohibited on any County owned building and property. Tobacco products include both smoking and smokeless tobacco.

RFP TITLE: PERSONAL PROTECTIVE EQUIPMENT INSPECTION, CLEANING AND REPAIR**NOTES:**

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Any proposal containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- Unit prices shall govern for all services priced on that basis as requested under this solicitation.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

ACKNOWLEDGEMENT OF ADDENDA**INSTRUCTIONS:** Complete Part I or Part II, whichever applies**Part I:**

The Proposer must list below the dates of issue for each addendum received in connection with this RFP:

Addendum #1, Dated: _____

Addendum #2, Dated: _____

Addendum #3, Dated: _____

Addendum #4, Dated: _____

Part II:

☒ No Addendum was received in connection with this RFP.

PRICING SECTION

Complete the following information in its entirety:

1. Vendor's business location:

Address: 7621 Maryland Ave.
City/State/Zip: Hudson, FL. 34667
Telephone/Fax: 727-848-9019 727-848-9020

2. Emergency contact 24 hours per day/7 days per week:

Name: Teri Moulton
Telephone/Cell: 727-420-9491

3. Disaster Assistance contact 24 hours per day/7 days per week/365 days per year in declared disaster:

Name: Teri Moulton
Telephone/Cell: 727-420-9491

4. Calendar days required to commence contract: 0 days (shall not exceed 60 days)

5. Minimum order (if any) 0

6. Handling fee if less than minimum order (if applicable) 0

7. Response Time (from initial contact to services being conducted) 24 hrs

8. Does your firm offer pickup and delivery service: Yes ☒ No ☐

If yes, please provide fee(s) for pick-up and delivery (if any) None

9. Will your firm accept Visa Purchasing Cards or E-Payable form of payment?

Yes ☒ No ☐

If E-Payable would be acceptable please note a contact person/telephone number to set up payment information:

10. Exceptions/Additions to specifications:

Yes* _____ No _____

*** If yes, attach separate sheet immediately following this page detailing exceptions/additions.**

Unit Prices for Inspection, Cleaning/Washes, and Repair Items

Item	Item Description	Unit Price
INSPECTION		
1	Inspect Bunker Gear Coat	20.00
2	Inspect Bunker Gear Pants	20.00
3	Inspect Brush Gear	N/C
4	Inspect Jumpsuits	N/C
5	Inspect Helmets	5.00
6	Inspect Boots	5.00
WASHES		
7	Regular Wash Bunker Gear	9.00
8	Regular Wash Brush Gear	N/C
9	Bio Wash Bunker Gear	10.00
10	Bio Wash Brush Gear	2.00
11	Heavy Duty Wash Bunker Gear	10.00
12	Heavy Duty Wash Brush Gear	2.00
13	Clean/Polish Boots	25.00
14	Clean/Polish Helmets	15.00
15	Regular Wash Miscellaneous Items	N/C
16	Bio Wash Miscellaneous Items	10.00
REPAIR ITEMS		
17	Replace Suspender button	5.00
18	Replace D Ring	5.00
19	Replace Grommet	2.00
20	Replace or Add Hook	5.00
21	Replace or Add MIC Tab	5.00
22	Replace Rivet	1.00
23	Replace Accessory Strap	15.00
24	Replace Strap Handles on Bag	depends on size
25	Add Postman Buckle/Strap	15.00
26	Add Leather Tab	N/C
27	Replace Thumb Loop	2.00
28	Replace Wristlet	15.00
29	Replace Snap	5.00
30	Replace Zipper on Bunker Gear	35.00
31	Replace Zipper on Bag	15.00
32	Replace Zipper on Jumpsuit	15.00
33	Sew on Letters or Numbers	1.00
34	Make Reflective Letters or Numbers	1.00
35	Make and Add New Name Plate	26.50
36	Install Pre-Made Name Plate on Coat	5.00

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

RFP Number: 15-0621

Item	Item Description	Unit Price
37	Move Name Plate	10.00
38	Make and Add Name Plate w/Velcro on back	31.50
39	Sew on Emblem Patch	5.00
40	Install or Replace Flashlight Tab	10.00
41	Move Both Knee Pads	10.00
42	Re-stitch Seams	N/C
43	Sew Our Patch on Coat	5.00
44	Patch Gear with Advance Material	15.00
45	Patch Gear with Arashield Material	15.00
46	Patch Gear with Basofil Material	15.00
47	Patch Gear with Black Advance Material	15.00
48	Patch Gear with Leather	N/C
49	Patch Gear with Nomex Material	15.00
50	Patch Gear with PBI Material	15.00
51	Patch Pocket with Kevlar Material	15.00
52	Patch Gear with Aluminized PBI Material	15.00
53	Patch Gear with Ripstop Material	15.00
54	Patch Elbow Patch	15.00
55	Replace Knee Pad with Arashield	15.00
56	Replace Knee Pad with Black Advance	15.00
57	Patch Tarp with Cordura Material	10.00
58	Replace Scotchlite on Jumpsuit	25.00
59	Replace Scotchlite on Entire Coat	80.00
60	Replace Scotchlite on Horizontal Strip	15.00
61	Replace Scotchlite on Vertical Strip	15.00
62	Replace Scotchlite on Arm	15.00
63	Replace Scotchlite on Leg	15.00
64	Replace Scotchlite on Tail	15.00
65	Replace Scotchlite on Pocket	15.00
66	Scotchlite Patch	15.00
67	Sew Reflective Trim on Jumpsuit	25.00
68	Replace Reflexite Strip Around Coat	20.00
69	Replace Reflexite on Entire Coat	20.00
70	Replace Reflexite Vertical Strip	20.00
71	Replace Reflexite on Arm	20.00
72	Replace Reflexite on Leg	20.00
73	Replace Reflexite on Tail	20.00
74	Replace Reflexite on Pocket	20.00
75	Triple Trim Patch	15.00
76	Replace Velcro on Chin Guard	10.00
77	Replace Velcro on Collar	15.00
78	Replace One Piece of Velcro on Collar	15.00

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

RFP Number: 15-0621

Item	Item Description	Unit Price
79	Replace Velcro on Neck	10.00
80	Replace Velcro on Flashlight Strap	5.00
81	Replace Velcro on Arm Cuff	5.00
82	Replace Velcro on Fly	15.00
83	Replace Velcro on Hem of Coat	5.00
84	Add Velcro to Cuffs of Jumpsuit	4.00
85	Replace Velcro Around Knee Pad	10.00
86	Replace Velcro on Bellow Pocket	8.00
87	Replace Velcro on Radio or Back Pocket	5.00
88	Replace Velcro on Storm Flap	15.00
89	Replace Velcro on Liner's Fly	4.00
90	Replace Velcro on Harness tabs	2.00
91	Shorten Liner of Pants	25.00
92	Shorten Pants	10.00
93	Shorten Pants and Liner	50.00
94	Create Rapid Rescue Opening in Coat	30.00
95	Rapid Rescue Harness for Above	50.00
96	Fabricate 10 Foot Howd Strap	15.00
97	Fabricate 6 Foot Howd Strap	10.00
98	Fabricate SCBA Tags-Blk Adv w/3Letters or numbers	15.00
99	Letter and Numbers for SCBA Tags	1.00
OTHER CHARGES IF APPLICABLE		
	Pick-up/Delivery Charge (Portal to portal)	
	Semi on site- per piece	8.50
	200 piece minimum	
	Free of charge - Ipad mini and Done Right Gear Tracking System.	N/C
	IT Support	N/C

Notes:

- Due to the current economic times and next year budget processes presently being conducted, estimated quantities are not listed. Prices shall be quoted per unit price. Actual quantities are unknown at this time. For the purposes of this solicitation we are estimating this contract value at \$15,000.00 annually.

2. Vendor shall include any additional costs for services associated with surveying, tracking, cleaning and inspecting the personal protective equipment, including cost of pick-up and delivery (trip charges-portal to portal) if any, in the Pricing Section where noted. Blanks have been provided for vendors to write in any additional costs that may be invoiced.
3. It shall be unacceptable for any Proposer to make the statement "See specifications" in lieu of listing all exceptions/additions from these specifications. It shall also be unacceptable for any Proposer to submit manufacturer's literature in lieu of completing requested information. All exceptions/additions to the specifications shall be handwritten or typed on an attached separate sheet included in the proposal submittal.

By Signing this Proposal the Proposer Attests and Certifies that:

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

Purchasing Agreements with Other Government Agencies

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

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the proposing entity been convicted of a felony during the past ten (10) years? ☐ Yes ☒ No (Check one)

Certification Regarding Acceptance of County VISA-based Payment System

Vendor will accept payment through the County VISA- based payment system: ☒ Yes ☐ No

Reciprocal Vendor Preference:

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

1. Primary business location of the responding vendor (city/state): Hudson FL
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☐ Yes ☒ No If "yes" is checked, provide supporting detail:

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. none

DUNS Number (Insert if this action involves a federal funded project): 61-295-1561

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

RFP Number: 15-0621

General Vendor Information and Proposal Signature:			
Firm Name:	Done Right Fire Gear Repair Inc.		
Street Address:	7621 Maryland Ave Hudson, FL 34667		
Mailing Address (if different):			
Telephone No.:	727 848-9019	Fax No.:	727 848-9020 E-mail: Teri@DRFGR.com
FEIN No.	41-2185457	Prompt Payment Terms:	% _____ days, net _____
Signature:	<i>Teresa L. Moulton</i>	Date:	6/3/15
Print Name:	Teresa L. Moulton	Title:	CEO
Award of Contract by the County: (Official Use Only)			
By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.			
Vendor awarded as:			
☒ Sole vendor	☐ Pre-qualified pool vendor based on price		
☐ Pre-qualified pool vendor (spot bid)	☐ Primary vendor for items: _____		
☐ Secondary vendor for items: _____	☐ Other status: _____		
Signature of authorized County official: <i>Donna Villwis</i>		Date: 9-15-2015	
Printed name: DONNA VILLWIS		Title: SENIOR CONTRACTING OFFICER	

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: References Form

REFERENCES

Agency	Hillsborough County FR
Address	2709 East Hanna Ave.
City,State,ZIP	Tampa, FL. 33610
Contact Person	Tammy Cox
Telephone	813. 253. 4150
Date(s) of Service	01/2006 - Present
Type of Service	Inspection, cleaning & repair of Personal protective equipment
Comments:	

Agency	Clearwater Fire Rescue
Address	1716 North Blecher Rd Building D
City,State,ZIP	Clearwater, FL. 33765
Contact Person	Stan Loveday
Telephone	727. 224. 2244
Date(s) of Service	01.2006 - Present
Type of Service	Inspection, Cleaning & Repairing of Personal Protective equipment
Comments:	

Agency	Osceola FR.
Address	804 North Hoagland Ave
City,State,ZIP	Kissimmee, FL. 34741
Contact Person	Tera Knickerbocker
Telephone	407. 742. 6890
Date(s) of Service	01.2005 - Present
Type of Service	Inspection, Cleaning & Repairing of Personal Protective equipment
Comments:	



SCOTTSDALE INSURANCE COMPANY®

COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL DECLARATIONS

Policy No. CPS2256459 Effective Date 05/22/2015
12:01 A.M., Standard Time

Named Insured Done Right Fire Gear Repair Agent No. 02003

Item 1. Limits of Insurance

Coverage	Limit of Liability
Aggregate Limits of Liability	Products/Completed Operations Aggregate \$ <u>2,000,000</u> General Aggregate (other than Products/Completed Operations) \$ <u>2,000,000</u>
Coverage A - Bodily Injury and Property Damage Liability	any one occurrence subject to the Products/Completed Operations and General Aggregate Limits of Liability \$ <u>1,000,000</u> any one premises subject to the Coverage A occurrence and the General Aggregate Limits of Liability \$ <u>100,000</u>
Damage to Premises Rented to You Limit	
Coverage B - Personal and Advertising Injury Liability	any one person or organization subject to the General Aggregate Limits of Liability \$ <u>1,000,000</u>
Coverage C - Medical Payments	any one person subject to the Coverage A occurrence and the General Aggregate Limits \$ <u>5,000</u>

Item 2. Description of Business

Form of Business:

- ☐ Individual
 ☐ Partnership
 ☐ Joint Venture
 ☐ Trust
 ☐ Limited Liability Company
☐ Organization including a corporation (other than Partnership, Joint Venture or Limited Liability Company)

Location of All Premises You Own, Rent or Occupy:

See Schedule of Locations**Item 3. Forms and Endorsements**

Form(s) and Endorsement(s) made a part of this policy at time of issue:

See Schedule of Forms and Endorsements**Item 4. Premiums**

Coverage Part Premium:	\$ <u>3,290</u>
Other Premium:	\$
Total Premium:	\$ <u>3,290</u>

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.



SCOTTSDALE INSURANCE COMPANY®

COMMERCIAL GENERAL LIABILITY COVERAGE PART EXTENSION OF SUPPLEMENTAL DECLARATIONS

Policy No. CDS2256459 Effective Date: 05/22/2015

12:01 A.M., Standard Time

Named Insured Done Right Fire Gear Repair Agent No. 09003

Prem. No. 1	Bldg. No. 1	Class Code 14733	Exposure 737,800	Basis Gross Sales	
Class Description: Repair and Laundry r/a Laundry and Cleaning Stores				Premises/Operations	
				Rate	Premium
				3.104	2,290
				Products/Comp Operations	
				Rate	Premium
				Included	Included
Prem. No. 1	Bldg. No. 1	Class Code 99999	Exposure 1	Basis Other	
Class Description: Blanket Addl Insured GLS1502				Premises/Operations	
				Rate	Premium
				500	500
				Products/Comp Operations	
				Rate	Premium
				Included	Included
Prem. No. 1	Bldg. No. 1	Class Code 44444	Exposure 0	Basis Other	
Class Description: Blanket Waiver of Subrogation CG 2404 100% earned				Premises/Operations	
				Rate	Premium
				FLAT	500
				Products/Comp Operations	
				Rate	Premium
				Included	Included
Prem. No.	Bldg. No.	Class Code	Exposure	Basis	
Class Description:				Premises/Operations	
				Rate	Premium
				Products/Comp Operations	
				Rate	Premium

FLORIDA DEPARTMENT OF STATE
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Certificate of Status Verification

Listed below is the current information for the entity for which you are requesting a certificate of status. If this information is what you require for certification, please press the "Continue" button. If you do not wish to continue with this certification, press your browser "Back" button or select to return to the Sunbiz home page.

Document Number	P05000138652
Corporate Name	DONE RIGHT FIRE GEAR REPAIR INC.
State of Inc	FL
Filing Date	10/11/2005
Document Type	Florida Profit Corporation
Document Status	ACTIVE
Last Trans Date	05/21/2009
Last Annual Report Date	01/09/2015
Last Annual Report Year	2015

If this is not the correct information, please hit your browsers' 'Back' button and enter another document number.

Form

W-9

(Rev. January 2003)

Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification**Give form to the
requester. Do not
send to the IRS.Print or type
See Specific Instructions on page 2.

Name

Done Right Fire Gear Repair, Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/
Sole proprietor☒ Corporation☐ Partnership☐ Other ▶☐ Exempt from backup
withholding

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

7621 Maryland Avenue

City, state, and ZIP code

Hudson, Florida 34667

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

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

Social security number

| | | | | | | |

or

Employer identification number

4 | 1 | 2 | 1 | 8 | 5 | 4 | 5 | 7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
HereSignature of
U.S. person ▶

Date ▶ 06/05/2015

Purpose of Form

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

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

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

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

DRUG-FREE WORKPLACE FORM

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that Dave Right Fire Gear Repair, Inc. does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.


Bidder's Signature

01/30/2015
Date

Intertek

Test Verification of Conformity

Applicant Name & Address	:	Geosystems 7620 Highland Avenue Hudson, Florida 34601
Advanced Inspection Advanced Cleaning	:	Ver Ver
Report Category	:	Outdoor The WL WL CM Type 2C Moisture Bar 7100 Type Moisture Bar
Sample(s) Received	:	12/2
Relevant Standard(s)/Specification(s)	:	NFPA Standard for Selection and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting 2014 Edition Chapter 1
Verification Issuing Office & Address	:	Intertek 3930 Route 11 Commerce, KY 40301
Date of Test	:	1/22/2014 to 2/14/2014
Inspection Date	:	4/25/2014
Verification/Report Number	:	G101501583CRT-001

On the basis of the tests undertaken, the sample(s) of the above product have been found to comply with the essential requirements of the referenced specifications at the time the tests were carried out.

Rob Simmonds

Rob Simmonds
PPE Engineer

NOTE : This verification is part of the full test report(s) and should be read in conjunction with it.

Intertek

This Verification is for the exclusive use of the Client. It is provided pursuant to the agreement between Intertek and its Client. Intertek's responsibility and liability are limited to the scope and conditions of the agreement. Intertek assumes no liability for any loss, damage or damage occasioned by the use of the Verification. The Client is authorized to copy, reproduce or distribute the Verification. Any use of the Intertek name or other marks for advertising or promotional purposes without the written consent of Intertek is prohibited. This Verification is not to be used in writing for any other purpose. Intertek, the Intertek logo and other marks are trademarks of Intertek. This Verification is not to be used in writing for any other purpose. Intertek, the Intertek logo and other marks are trademarks of Intertek. This Verification is not to be used in writing for any other purpose.



MORNING PRIDE
PROTECTIVE CLOTHING SYSTEMS

For demonstrating the ability to repair firefighters protective clothing as outlined in NFPA 1851-2001 edition "Standard on Selection, Care and Maintenance of Firefighters Protective Ensemble"

Granted on 11/1/05

Pat Waters

Pat Waters, Vice President of Production

This recognition is valid as long as NFPA 1851-2001 edition is current.

Certificate of Recognition

Granted to

Done Right Fire Gear Repair

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Citizen Action Request

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General Information

[Lake County BCC](#)
[315 West Main St.](#)
[P.O. Box 7800](#)
[Tavares, Florida 32778](#)

[Disclaimer : Contact Us](#)**Details for Bid Number: 15-0621** [Print](#) [Save Link](#)

The County may issue changes (addendum) to the solicitation documents. Proposers are responsible for checking this site for any addendum prior to submitting their proposals. Proposals that do not acknowledge the addenda may be rejected. Addendum and another other electronic documents can be found under the "Bid Documents" section. For questions concerning this project, please contact the Contracting Officer listed below by e-mail or telephone.

Bid/RFP Number: 15-0621**Response Deadline:** 6/30/2015 3:00:00 PM**Project Title:** Personal Protective Equipment Inspection Cleaning and Repair**Status:** Open**Department:** Procurement Services

Project Description: The purpose of this solicitation is to establish a contract for the inspection, cleaning, and repairing of personal protective equipment on an as needed basis as determined by the Lake County Board of County Commissioners (hereafter "County") and all Purchasing Officials of Lake (hereafter "P.O.O.L.") as participating entities. This is an indefinite quantity term contract with no guarantee services will be required. Neither the County nor any P.O.O.L. participating entity guarantee a minimum or maximum dollar amount (if any) to be expended on any contract resulting from this solicitation.

Preconference: Not Applicable**Contracting Officer:** Donna Villinis**Officer Email:** dvillinis@lakecountyfl.gov**Officer Phone:** (352) 343-9765**Agenda Item Number:**

Special Notes: This is a P.O.O.L. (Purchasing Officials of Lake) solicitation. There are no guarantees that the entities noted below will participate. However, no bid shall be considered unless all entities are contemplated by the bidder. The County is acting as 'Solicitation Agent' and will award and administer the solicitation including any resulting contract.

P.O.O.L. (Purchasing Officials of Lake) entities include the Lake County Board of County Commissioners, Lake County School Board, Lake County Sheriff's Office, Lake Sumter Emergency Medical Services, Lake County Water Authority, Cities of Clermont, Eustis, Fruitland Park, Groveland, Leesburg, Mascotte, Minneola, Mount Dora, Tavares, Umatilla and the Towns of Astatula, Lady Lake and Montverde.

To see the P.O.O.L. website for additional solicitations, please see the below link:
[View POOL Solicitations](#)

Commodity Code(s):

- CONTRACTUAL SV-FIRE PROT EQUIP (938-00)

- INSPECTION SVC FIRE-SAFETY (991-400)
- LAUNDRY-DRY CLEANING SVCS (991-510)

Bid Documents:

- [Request for Proposals](#)

[Download Adobe Reader](#)**Submitting a Downloaded Bid Request**

After downloading and completing the solicitation document(s), submit the original and the required number of copies in a sealed, envelope/package to Procurement Services. The envelope must include the project number, the closing date, and the proposer's name and address. A proposal submitted by telephone, fax or electronically will not be considered for award. The proposal package must be received and time-stamped in Procurement Services on or before the closing date and time. When applicable, amendments to this project will also be posted at this site. Refer to the solicitation document for complete instructions.

Villinis, Donna

From: teri@drfgr.com
Sent: Monday, August 31, 2015 9:53 AM
To: Villinis, Donna
Subject: [FWD: RE: Testing Update]

Hi Donna,
Let me know if there is anything else you need at this time

Thank you for all your help

Teri Moulton CEO

Done Right Fire Gear Repair

7621 Maryland Ave. Hudson, Fl. 34667

Visit Us At www.donerightfiregearrepair.com

727-848-9020

E-mail teri@drfgr.com

Office# 727-848-9019 Fax#

----- Original Message -----

Subject: RE: Testing Update

From: "Trevor Ogorman Intertek" <trevor.ogorman@intertek.com>

Date: Mon, August 31, 2015 9:38 am

To: "teri@drfgr.com" <teri@drfgr.com>

Teri, I hope that your weekend was well. Your 2F is also completed and Compliant.

Please feel free to contact me with any other questions.

Best regards,

Trevor

From: teri@drfgr.com [<mailto:teri@drfgr.com>]

Sent: Friday, August 28, 2015 9:38 AM

To: Trevor Ogorman Intertek

Subject: RE: Testing Update

Trevor,

Thank You Do you have the results of the 2F ?

Need those for a contract.

Thank You again

Teri Moulton CEO

Done Right Fire Gear Repair

7621 Maryland Ave. Hudson, Fl. 34667

Visit Us At www.donerightfiregearrepair.com

9019 Fax# 727-848-9020

E-mail teri@drfgr.com

Office# 727-848-

----- Original Message -----

Subject: Testing Update

From: "Trevor Ogorman Intertek" <trevor.ogorman@intertek.com>

Date: Fri, August 28, 2015 9:26 am

To: "teri@drfgr.com" <teri@drfgr.com>

Cc: "Robert Simmonds Intertek" <robert.simmonds@intertek.com>

Teri, I just wanted to provide you with an update on your testing all of the Seam strength is done and compliant. The Crosstech 2C moisture barrier chemical penetrations are also done and compliant.

Best Regards,
Trevor

Valued Quality. Delivered.

CONFIDENTIALITY NOTICE

This email may contain confidential or privileged information, if you are not the intended recipient, or the person responsible for delivering the message to the intended recipient then please notify us by return email immediately. Should you have received this email in error then you should not copy this for any purpose nor disclose its contents to any other person.

<http://www.intertek.com>

RFP 15-0621 / Personal Protective Equipment Inspection, Cleaning and Repair

Opened: June 30, 2015

Contracting Officer: Donna Villinis

		Done Right Fire Gear Repair New Port Richey, FL	Minerva Bunker Gear Cleaners Miami, FL
Item	Item Description	Unit Price	Unit Price
	INSPECTION		
1	Inspect Bunker Gear Coat	\$20.00	\$17.00
2	Inspect Bunker Gear Pants	\$20.00	\$17.00
3	Inspect Brush Gear	N/C	N/C
4	Inspect Jumpsuits	N/C	N/C
5	Inspect Helmets	\$5.00	\$14.00
6	Inspect Boots	\$5.00	\$14.00
	WASHES		
7	Regular Wash Bunker Gear	\$9.00	\$17.00
8	Regular Wash Brush Gear	N/C	\$8.00
9	Bio Wash Bunker Gear	\$10.00	\$17.00
10	Bio Wash Brush Gear	\$2.00	\$9.00
11	Heavy Duty Wash Bunker Gear	\$10.00	\$16.00
12	Heavy Duty Wash Brush Gear	\$2.00	\$9.00
13	Clean/Polish Boots	\$25.00	\$24.00
14	Clean/Polish Helmets	\$15.00	\$15.00
15	Regular Wash Miscellaneous Items	N/C	\$12.00
16	Bio Wash Miscellaneous Items	\$10.00	\$15.00
	REPAIR ITEMS		
17	Replace Suspender Button	\$5.00	\$5.00
18	Replace D Ring	\$5.00	\$5.00
19	Replace Grommet	\$2.00	\$2.00
20	Replace or Add Hook	\$5.00	\$5.00
21	Replace or Add MIC Tab	\$5.00	\$5.00
22	Replace Rivet	\$1.00	\$1.00
23	Replace Accessory Strap	\$15.00	\$12.00
24	Replace Strap Handles on Bag	Depends on size	\$5.00
25	Add Postman Buckle/Strap	\$15.00	\$22.00
26	Add Leather Tab	N/C	\$5.00
27	Replace Thumb Loop	\$2.00	\$2.00
28	Replace Wristlet	\$15.00	\$20.00
29	Replace Snap	\$5.00	\$4.00
30	Replace Zipper on Bunker Gear	\$35.00	\$35.00
31	Replace Zipper on Bag	\$15.00	\$30.00
32	Replace Zipper on Jumpsuit	\$15.00	\$34.00
33	Sew on Letters or Numbers	\$1.00	\$3.00
34	Make Reflective Letters or Numbers	\$1.00	\$1.00
35	Make and Add New Name Plate	\$26.50	\$25.00
36	Install Pre-Made Name Plate on Coat	\$5.00	\$5.00
37	Move Name Plate	\$10.00	\$4.00
38	Make and Add Name Plate w/Velcro on	\$31.50	\$30.00
39	Sew on Emblem Patch	\$5.00	\$4.00
40	Install or Replace Flashlight Tab	\$10.00	\$5.00
41	Move Both Knee Pads	\$10.00	\$5.00
42	Re-stitch Seams	N/C	\$5.00
43	Sew Our Patch on Coat	\$5.00	\$4.00
44	Patch Gear with Advance Material	\$15.00	\$14.00
45	Patch Gear with Arashield Material	\$15.00	\$14.00
46	Patch Gear with Basofil Material	\$15.00	\$14.00
47	Patch Gear with Black Advance Material	\$15.00	\$14.00
48	Patch Gear with Leather	N/C	\$14.00
49	Patch Gear with Nomex Material	\$15.00	\$14.00

50	Patch Gear with PBI Material	\$15.00	\$14.00
51	Patch Pocket with Kevlar Material	\$15.00	\$14.00
52	Patch Gear with Aluminized PBI Material	\$15.00	\$12.00
53	Patch Gear with Ripstop Material	\$15.00	\$14.00
54	Patch Elbow Patch	\$15.00	\$15.00
55	Replace Knee Pad with Arashield	\$15.00	\$28.00
56	Replace Knee Pad with Black Advance	\$15.00	\$28.00
57	Patch Tarp with Cordura Material	\$10.00	\$9.00
58	Replace Scotchlite on Jumpsuit	\$25.00	\$25.00
59	Replace Scotchlite on Entire Coat	\$80.00	\$65.00
60	Replace Scotchlite on Horizontal Strip	\$15.00	\$15.00
61	Replace Scotchlite on Vertical Strip	\$15.00	\$15.00
62	Replace Scotchlite on Arm	\$15.00	\$19.00
63	Replace Scotchlite on Leg	\$15.00	\$19.00
64	Replace Scotchlite on Tail	\$15.00	\$8.00
65	Replace Scotchlite on Pocket	\$15.00	\$20.00
66	Scotchlite Patch	\$15.00	\$15.00
67	Sew Reflective Trim on Jumpsuit	\$25.00	\$20.00
68	Replace Reflexite Strip Around Coat	\$20.00	\$25.00
69	Replace Reflexite on Entire Coat	\$20.00	\$65.00
70	Replace Reflexite Vertical Strip	\$20.00	\$15.00
71	Replace Reflexite on Arm	\$20.00	\$19.00
72	Replace Reflexite on Leg	\$20.00	\$19.00
73	Replace Reflexite on Tail	\$20.00	\$8.00
74	Replace Reflexite on Pocket	\$20.00	\$11.00
75	Triple Trim Patch	\$15.00	\$15.00
76	Replace Velcro on Chin Guard	\$10.00	\$9.00
77	Replace Velcro on Collar	\$15.00	\$15.00
78	Replace One Piece of Velcro on Collar	\$15.00	\$15.00
79	Replace Velcro on Neck	\$10.00	\$10.00
80	Replace Velcro on Flashlight Strap	\$5.00	\$5.00
81	Replace Velcro on Arm Cuff	\$5.00	\$10.00
82	Replace Velcro on Fly	\$15.00	\$15.00
83	Replace Velcro on Hem of Coat	\$5.00	\$5.00
84	Add Velcro to Cuffs of Jumpsuit	\$4.00	\$5.00
85	Replace Velcro Around Knee Pad	\$10.00	\$12.00
86	Replace Velcro on Bellow Pocket	\$8.00	\$8.00
87	Replace Velcro on Radio or Back Pocket	\$5.00	\$5.00
88	Replace Velcro on Storm Flap	\$15.00	\$15.00
89	Replace Velcro on Liner's Fly	\$4.00	\$4.00
90	Replace Velcro on Harness tabs	\$2.00	\$2.00
91	Shorten Liner of Pants	\$25.00	\$25.00
92	Shorten Pants	\$10.00	\$25.00
93	Shorten Pants and Liner	\$50.00	\$50.00
94	Create Rapid Rescue Opening in Coat	\$30.00	\$25.00
95	Rapid Rescue Harness for Above	\$50.00	\$40.00
96	Fabricate 10 Foot Howd Strap	\$15.00	\$15.00
97	Fabricate 6 Foot Howd Strap	\$10.00	\$10.00
98	Fabricate SCBA Tags-Blk Adv w/3Letters	\$15.00	\$15.00
99	Letter and Numbers for SCBA Tags	\$1.00	\$1.00
	OTHER CHARGES		
	Pick-up/Delivery Charge (portal to portal)	N/C	N/C
	Semi On-site - per piece	\$8.50	
	Free of charge - Ipad mini and Done Right Gear Tracking System	N/C	
	IT Support	N/C	
	TOTAL OF ALL ITEMS	\$1,300.50	\$1,444.00



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 13, 2015		
Agenda Item Name		
Surplus Request		
Requested Action		
Motion to approve and declare end of life inventory as surplus from the Fire Department, Development Services Department, and City Clerk's Office to dispose in accordance with the Purchasing Policy.		
Staff Report		
The Purchasing Department, on behalf of the Fire Department, Development Services Department, and City Clerk's Office recommends approval of the above action. The following inventory have reached their end of life service and approval to surplus these items is being requested. <u>Fire Department</u> (1) 2007 Chevy Malibu - Vehicle No. 5218 <u>Development Services Department</u> (2) Desk Chairs <u>City Clerk's Office</u> (1) Shredder The above mentioned vehicle was involved in an accident. The damage exceeds the value of the vehicle and was declared total loss by the insurance company. Salvageable surplus property will be sold through GovDeals.com, an electronic auction website for government property. Non-salvageable property will be disposed of appropriately.		
Additional Analysis		
Fiscal Impact Summary		
Fire Department surplus property was declared total loss by the insurance company. Damage exceeds vehicle value. Development Services Department and City Clerk's surplus property have no monetary value.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		

1.	Fire Department - Surplus Property	Fire Surplus.pdf
2.	City Clerk - Surplus Property	City Clerk Surplus.pdf
3.	Development Services Department - Surplus Property	Development Services Surplus.pdf

PROPERTY DISPOSAL FORM

Department: Fire Asset Tag#: 10059
Contact Person: Kathy Johnston Phone: 352 394 7662
Year / Make / Model: 2007 Chevrolet Malibu Vehicle No. 5218
Miles / Hours: 76000 Serial / VIN: 1G1ZS58N17F275889
Description of Property vehicle

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

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

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

Director Signature: Carol L. Bishop

Date: 9-21-15

*****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: _____

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

Asset Number: _____

Completed by: _____

Date: _____

PROPERTY DISPOSAL FORM

Department: CITY CLERK Asset Tag#: _____
Contact Person: NADINE LLEWELLYN Phone: 352-241-7331
Year / Make / Model: _____ Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property PAPER SHREDDER

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

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

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

Director Signature: _____

Date: 9-29-15

*****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: _____

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

Asset Number: _____

Completed by: _____

Date: _____

PROPERTY DISPOSAL FORM

Department: Development Services Asset Tag#: N/A
Contact Person: Barbara Hollerand Phone: 352-241-7307
Year / Make / Model: N/A Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: N/A
Description of Property Desk chairs (2)

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

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

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

Director Signature: Barbara Hollerand Date: Sept. 29, 2015

*****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: _____

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

Asset Number: _____

Completed by: _____

Date: _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 13, 2015		
Agenda Item Name		
Event Request		
Requested Action		
Move to approve the serving of wine and beer for the "Taste of South Lake" event.		
Staff Report		
The South Lake Chamber event "Taste of South Lake" is asking for permission to serve beer and wine at their event on Thursday, November 5th from 5:00 PM - 8:30 PM at Waterfront Park. Beef 'O Brady's will be their licensed caterer and the event is hiring off duty City of Clermont Police Officers to work the event. Please see attached map for designated alcohol consumption area for the event.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Taste of South Lake Council Packet 2015 Taste of South Lake Packet.pdf		



SOUTH LAKE
CHAMBER of COMMERCE

620 W. Montrose Street
Clermont, FL 34711
Phone 352-394-4191 Fax 352-394-5799

September 10, 2015

Mr. Darren Gray, Manager
City of Clermont
PO Box 120219
Clermont, FL 34712

Dear Darren:

The South Lake Chamber of Commerce would like to request the use of Waterfront Park for the South Lake Chamber of Commerce 5th Annual "Taste of South Lake" and Business Expo Thursday November 5, 2015 from 5:00 p.m.-8:30 p.m.

This is a "Signature Event" of the South Lake Chamber of Commerce. It will showcase 25+ local restaurants, caterers and up to 40 South Lake Chamber businesses in our community along with live musical entertainment. We are expecting over 1,200 area residents to attend this community event.

We are requesting permission from the City to allow vendors that are properly licensed and insured to be able to provide wine and/or beer samples and sales along with their samples of food.

We would like to offer the City of Clermont a sponsorship package for in-kind value of \$1,000. As in previous years we are requesting the use of Waterfront Park Field area with a waiver of Clermont Rental Fees; use of Waterfront Parking Lots at 5th, 4th, 3rd and 2nd street; 40 trash receptacles with liners from the Public Works Department; use of 25 city tables and 150 chairs at no cost; City staff of 3 to assist with the set up and tear down of the event during normal working hours 10 a.m.-4 p.m.; and waiver of tent permit fees.

Your sponsorship package will include the following benefits:

Prominent 10x10 booth space at the event; twenty (20) complimentary tasting tickets; Banner displayed at the event (sponsor to supply 8' banner); prominent placement of business logo/name on all collateral; logo on Chamber Website with event listing; Logo hyperlink to sponsor's website; logo on all correspondence; logo in Broadband Beat; logo on program front page; logo on Chamber event banner; recognition from podium throughout event.

It is our wish to continue to build on this as an annual fall event so that Clermont and beyond has this "Top of the Mind" as a must attend community night out event.

Sincerely,

Ray San Fratello
President

Clermont • Groveland • Mascotte • Minneola • Montverde • Four Corners

www.SouthLakeChamber-FL.com



**CITY OF CLERMONT
WATERFRONT PAVILION**
330 Third Street, Clermont, FL 34711

EVENT APPLICATION

If approved, this application will be subject to the attached use agreement and responsible for any charges associated with this rental.

Date of Application: Sept 10, 2015 Name of Event: South Lake Chamber of Commerce
Tast of South Lake & Business Expo

Date(s) of Request: 11/5/15 Actual Event Hours Start: 5:00 pm End: 8:30 pm
(All events must end no later than 10pm)

Set Up Hours Start: 11:00 AM End: 4:30 pm Breakdown Hours Start: 8:30 pm End: 10:00 pm

Please check all that apply for your requested usage:

☐ Waterfront Pavilion No Stage

☐ Waterfront Pavilion Including Stage

☐ Highlander Building

Will you need chairs? ☒ Yes ☐ No If yes how many? 25

Will you need tables (Highlander Inside Rental Only)? ☐ Yes ☐ No If yes how many? _____

Name of Organization/Renter: South Lake Chamber of Commerce

Check Type of Organization: ☒ Not for Profit ☐ For Profit ☐ Commercial ☐ Individual ☐ Government

Tax Exempt: ☐ Yes ☐ No If Yes you must provide your Tax Exempt # _____

Federal ID #/Drivers License #: 59-0573859 Website: Southlakechamber.fl.com

Event Contact: Cheryl Fishel Email: Cherylfishel@cfl.rr.com

Day Phone: 407-625-3818 Cell Phone: 407-625-3818 Other Phone/Fax: 407-982-7218

Address: 620 W. Montrose City: Clermont State: FL Zip: 34711

Secondary Contact: Lucy Hage Phone#: _____

Briefly Describe Event (including fees to be charged if any): Sampling of 25+ local restaurants
and 25+ businesses in the Business Expo. All South Lake
Chamber members.

Do you have any special requests? Grass Field, parking lots 2nd, 3rd, 4th & 5th, Bathrooms
at the Pavilion and Waterfront Deck.

Expected Attendance: 1200 Expected Number of Vehicles: _____

Are you planning on having food? ☒ Yes ☐ No Type of food: Local Restaurant Sampling

Are you planning on selling food? ☐ Yes ☒ No Will you have an admission fee: ☒ Yes ☐ No If yes, how much: \$25.00 advance
\$30.00 at the door

I understand and agree that I am responsible for any vandalism or damage to the buildings and/or fixtures during my rental dates. As assurance of such responsibility I am posting the required deposit, which will be returned to me after the completion of my scheduled event, providing that the rental facilities, buildings and fixtures are not damaged, that all equipment has been properly stored and additional cleanup is not necessary. I understand all rental fees and deposit is required at time of reservation.

Ray Sanfratello
Applicant Signature

9/10/15
Date

Rules received and read (initial): RS



CITY OF CLERMONT

Alcohol Request Form

Date of Application: _____ Name of Event: Taste of South Lake & Business Expo

Date (s) of Event: November 5, 2015 Location of Event: Waterfront Park Grass Field

Event Times: From: 5:00 am/pm To: 8:00 am/pm

Name of Organization/Renter: South Lake Chamber of Commerce

Check Type of Organization: ☒ Not for Profit ☐ For Profit ☐ Commercial ☐ Individual ☐ Government

Contact Name: Cheryl Fishel Email: cherylfishel@cfl.rr.com

Day Phone: (407) 625-3818 Cell Phone: (407) 625-3818

Address: 620 W. Montrose Street City: Clermont State: FL Zip: 34711

Event Description: Taste of South Lake & Business Expo

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

What is your beverage containment area? Outside event attach diagram, Inside event list room/s: See Attached for Containment area

Who is your licensed beverage caterer? Beet O Brady's

I declare that all information herein is true and complete to the best of my knowledge.

I understand that approval of this request is NOT a grant of a liquor license.

Ray Smith
Applicant Signature

9-10-15
Date

FOR CITY STAFF USE ONLY

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

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

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

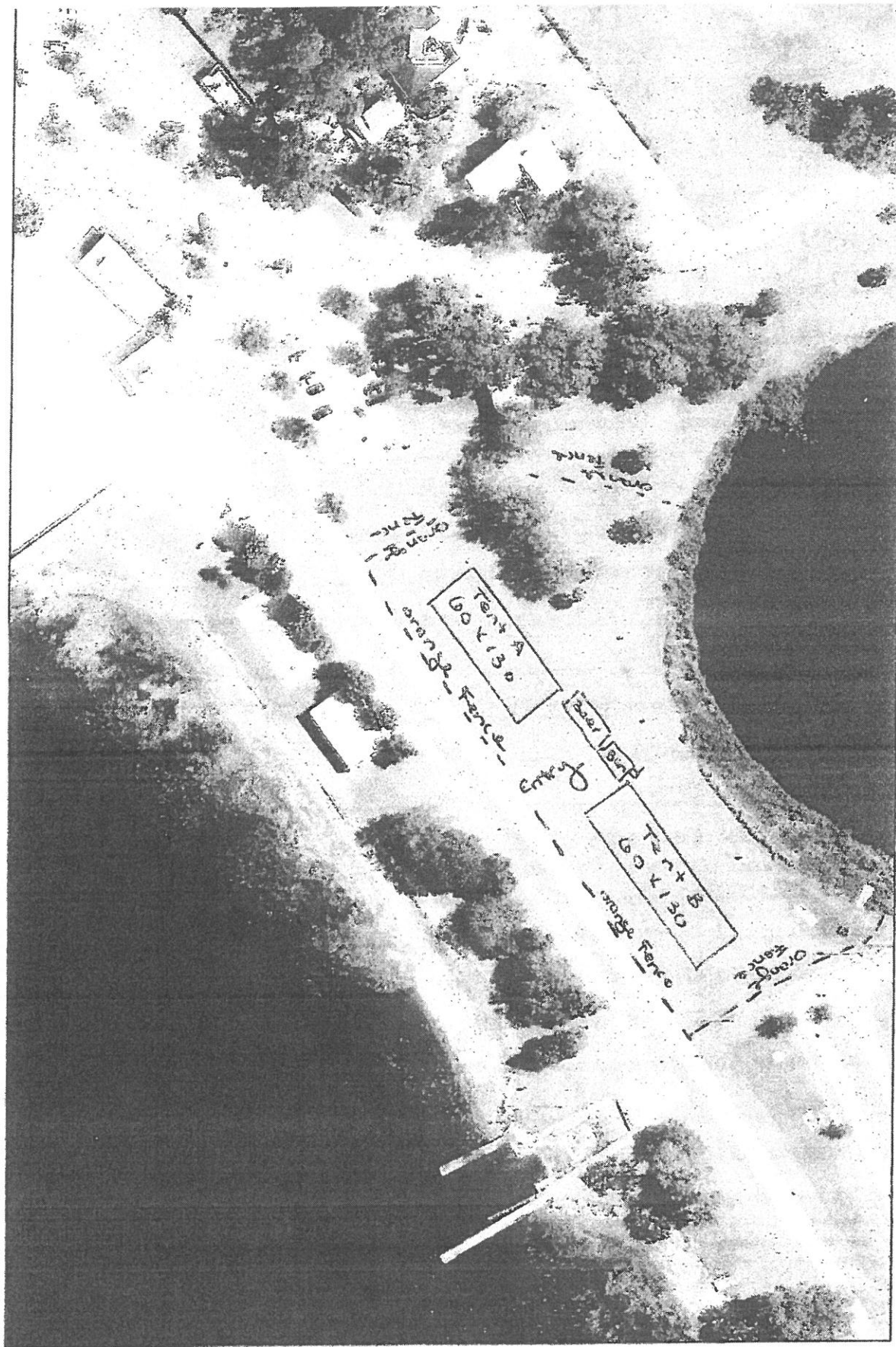
☐ **DENIED** for the following reason (s): _____

SIGNATURE

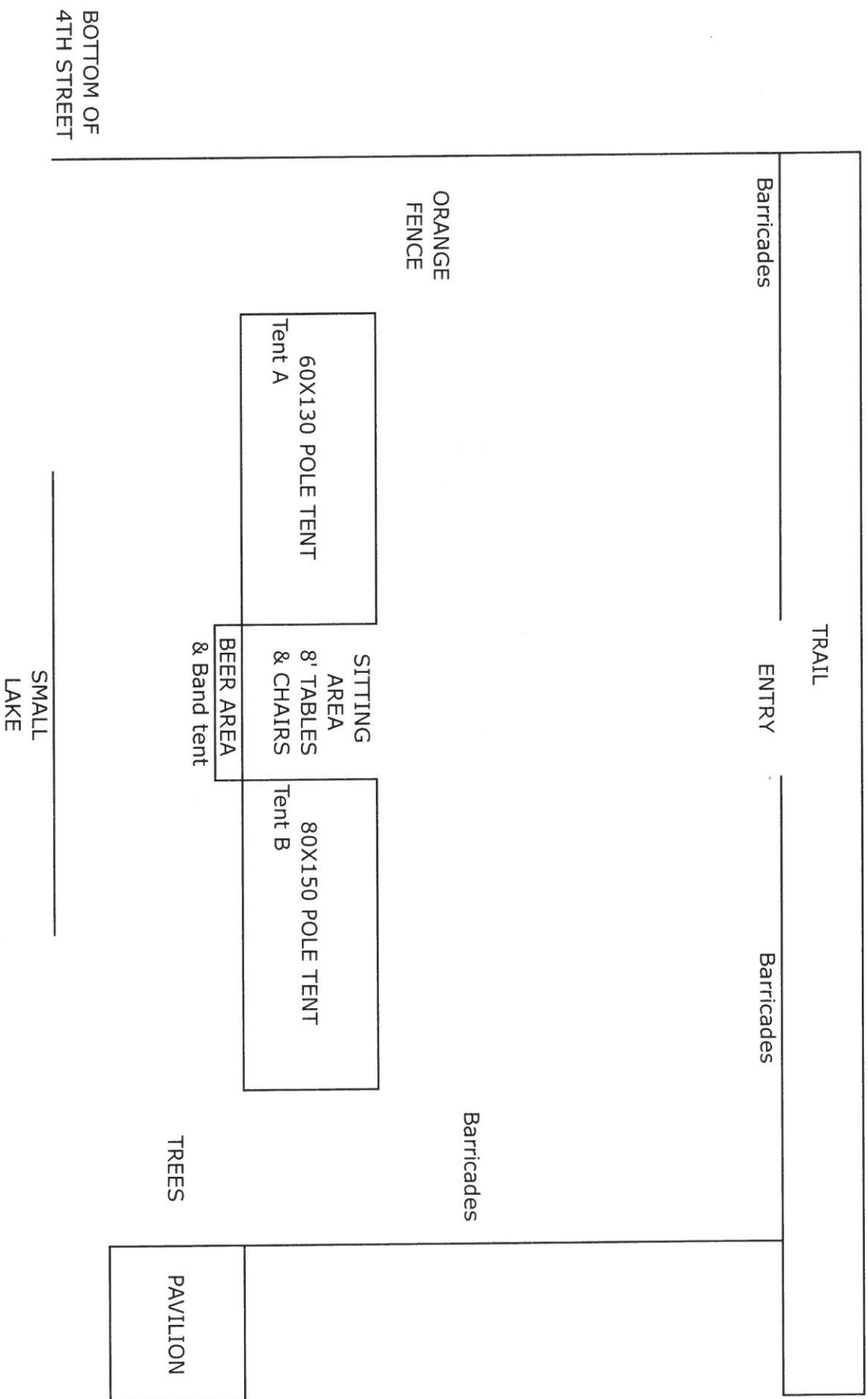
TITLE

DATE

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



TASTE OF SOUTH LAKE
NOVEMBER 5, 2015 LAYOUT





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 13, 2015		
Agenda Item Name		
Event request		
Requested Action		
Move to approve Harvest Festival event and allow open container and 5K run.		
Staff Report		
The Clermont Downtown Partnership in conjunction with Sommer Sports is requesting from the City of Clermont that they may hold a Harvest Festival and 5K race, on October 31st from 12 pm to 9 pm. The Clermont Downtown Partnership and Sommer Sports is requesting to have the following for the event: 1. Allow food trucks in downtown Clermont. 2. Allow Montrose Street to be closed from the entrance of City Hall to West Ave, 7th Street from City Hall parking lot entrance to the entrance of the Elks lot, 8th Street from Montrose to the entrance of Revive, and West to Osceola Street (see map for details of road closures). 3. Allow pumpkin patch, hayrides, and kid zone with rides and games. 4. Allow open container in requested area during event. 5. The organizations have agreed to pay for staff for the event regarding police and medical. 6. The organizations are requesting to have a banner hung up in the downtown area stretched over roads for the event. The city would dictate which street poles were equipped to handle the request.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Harvest Festival application HF Application.pdf 2. 5K Application and map Nightmare on Clermont 5K.pdf 3. Road Closure Map Downtown Clermont Arial.jpg		



CITY OF CLERMONT EVENT APPLICATION

If approved, this application will be subject to the attached use agreement and responsible for any charges associated with this rental.

Date of Application: August 12, 2015 Name of Event: Harvest Festival

Date(s) of Request: October 31, 2015 Actual Event Hours Start: 12pm End: 9pm
(All events must end no later than 10pm)

Set Up Hours Start: 11am End: 12pm Breakdown Hours Start: 9pm End: 10pm

Please list all City of Clermont facilities and/or streets being requested: Montrose from Lake to West, City Hall Park 7th St. from Desoto to Minneola, 8th St. from Montrose to Minneola

Name of Organization/Renter: Clermont Downtown Partnership

Check Type of Organization: ☒ Not for Profit ☐ For Profit ☐ Commercial ☐ Individual ☐ Government

Tax Exempt: ☒ Yes ☐ No If Yes, you must provide your Tax Exempt # N/A

Federal ID #/Drivers License #: N/A Website: clermontdowntownpartnership.com

Event Contact: Ron Smart Email: info@clermontdowntownpartnership.com

Day Phone: 352-247-4640 Cell Phone: 405-204-0839 Other Phone/Fax: _____

Address: 620 W. Montrose St City: Clermont State: FL Zip: 34711

Secondary Contact: Erika Shanoff Phone#: 908-670-2305

Briefly Describe Event: arts & crafts vendors, etc, pumpkin patch, music / stage, hayrides, kidzone w/ rides & games, food trucks, etc.

(Please attached any additional information such as a flyer, brochure or anything else that is pertinent to your event)

Do you have any special requests? (i.e. road closures, electrical, extra trash needs, special cleaning or stocking of bathrooms, etc):
street closures, open container, barricades, cones, trash cans, traffic control
clean-up, electricity, police

Event Participants: 70-100 Expected Attendance: 1200 # of Vehicles: _____

Are you planning on having food? ☒ Yes ☐ No Type of food: food trucks, Downtown Merchants

Are you planning on selling food? ☒ Yes ☐ No Will you have an admission fee: ☐ Yes ☒ No If yes, how much: _____

Do you intend to set up tents? ☒ Yes ☐ No If yes, then how big, how many and where? 10x10 - 70 - Montrose St.
(a special tent permit may be required)

**Please attach a proposed layout showing your event including parking, set up, tents, event items, etc.

I understand and agree that I am responsible for any vandalism or damage to the buildings and/or fixtures during my rental dates. As assurance of such responsibility I am posting the required deposit, which will be returned to me after the completion of my scheduled event, providing that the rental facilities, buildings and fixtures are not damaged, that all equipment has been properly stored and additional cleanup is not necessary. I understand all rental fees and deposit is required at time of reservation.

Applicant Signature

Date

Rules received and read (initial): RES

City of Clermont Recreation Department, 3700 South Highway 27, Clermont, FL 34711
(352) 394-3500 phone, (352) 394-2900 fax, www.cityofclermontfl.com

2015



**CITY OF CLERMONT
WATERFRONT PARK**
330 Third Street, Clermont, FL 34711

EVENT APPLICATION

If approved, this application will be subject to the attached use agreement and responsible for any charges associated with this rental.

Date of Application: 6/26/15 Name of Event: Nightmare on Clermont trails 5K

Date(s) of Request: 10/29-10/31 Actual Event Hours Start: 7:00pm End: 11:00pm
(All events must end no later than 10pm)

Set Up Hours Start: 7:30am End: 6pm Breakdown Hours Start: _____ End: _____

Please check section/s of the park being requested:

- ☐ Waterfront Pavilion ☒ Highlander Building ☒ Waterfront Beach Picnic Pavilion ☒ Waterfront Picnic Pavilion
☒ Grass Field ☐ Parking Lot 5th Street ☒ Parking Lot 4th Street ☐ Parking Lot 3rd Street ☒ Parking Area 2nd Street
☐ If Other (Please Describe): _____

Name of Organization/Renter: TriAmerica Foundation

Check Type of Organization: ☐ Not for Profit ☒ For Profit ☐ Commercial ☐ Individual ☐ Government

Tax Exempt: ☐ Yes ☒ No If Yes, you must provide your Tax Exempt # _____

Federal ID #/Drivers License #: _____ Website: www.Sommersports.com

Event Contact: Cheryl Collison Email: Cheryl@Sommersports.com

Day Phone: 352-394-1320 Cell Phone: 352-536-5775 Other Phone/Fax: _____

Address: 1271 Commons CT City: Clermont State: FL Zip: 34711

Secondary Contact: Fred Sommer Phone#: 352-394-1320 / 352-636-2942

Briefly Describe Event (including fees to be charged if any): Athletic Event

Event Participants: 800 Expected Attendance: 800 # of Vehicles: 400+

Are you planning on having food? ☒ Yes ☐ No Type of food: Snacks / fruit

Are you planning on selling food? ☐ Yes ☒ No Will you have an admission fee: ☐ Yes ☒ No If yes, how much: _____

Do you intend to set up tents? ☒ Yes ☐ No If yes, then how big, how many and where? 10x10 pop-up tents in field
A special tent permit may be required

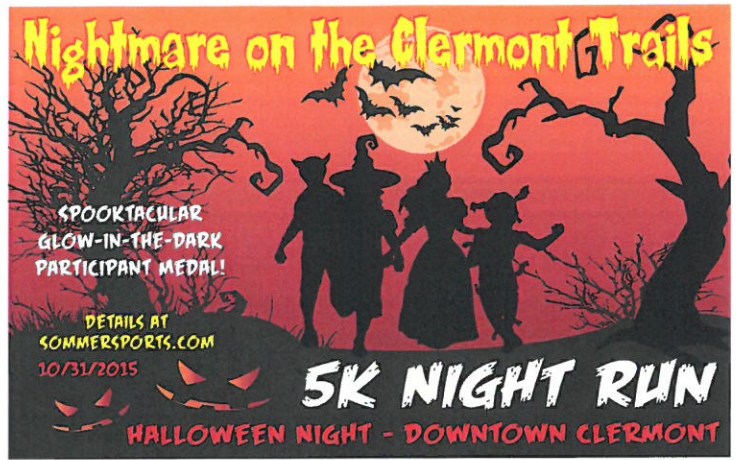
Please attach a proposed layout showing your event including parking, tents, event items, etc.

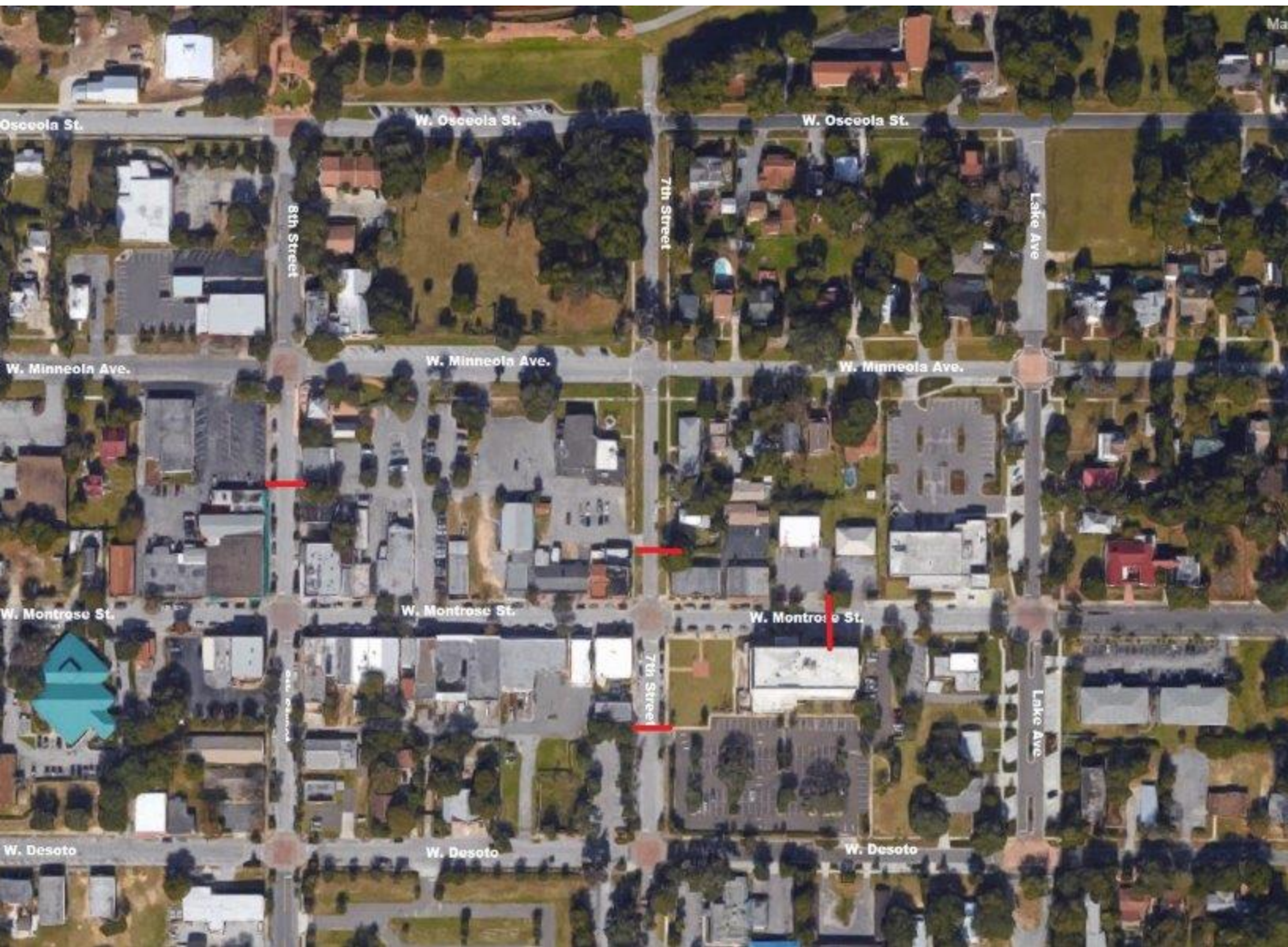
I understand and agree that I am responsible for any vandalism or damage to the buildings and/or fixtures during my rental dates. As assurance of such responsibility I am posting the required deposit, which will be returned to me after the completion of my scheduled event, providing that the rental facilities, buildings and fixtures are not damaged, that all equipment has been properly stored and additional cleanup is not necessary. I understand all rental fees and deposit is required at time of reservation.

[Signature]
Applicant Signature

6/26/15
Date

Rules received and read (initial): [Initials]







CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 13, 2015		
Agenda Item Name		
Event Request		
Requested Action		
Move to approve road closures for Bike Florida's "Share the Road Celebration of Cycling" on November 13, 2015.		
Staff Report		
Bike Florida is requesting from the City of Clermont that they may hold their "Share the Road Celebration of Cycling" event on November 13th from 4:00 PM to 9:00 PM. Bike Florida is requesting to have the following for the event: 1. Allow food trucks in downtown Clermont. 2. Allow Montrose Street to be closed from the entrance of City Hall to 7th Street . Also allow 7th Street to be closed from City Hall parking lot entrance to the entrance to the Elks Lodge. (see map for details of road closures) 3. City staff to provide barricades, trash cans, trash service, and access to the trail head restrooms. 4. Allow a live family friendly band to perform on City Hall Park grounds during the event.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. City Hall Map City Hall Map.JPG 2. Bike Florida Application Bike Florida.pdf		





CITY OF CLERMONT EVENT APPLICATION

If approved, this application will be subject to the attached use agreement and responsible for any charges associated with this rental.

Date of Application: September 21, 2015 Name of Event: "Share the Road Celebration of Cycling" Social

Date(s) of Request: November 13, 2015 Actual Event Hours Start: 6:00pm End: 8:00pm

Set Up Hours Start: 4:00pm End: 5:00pm Breakdown Hours Start: 8:00pm End: 9:00pm
(All events must end no later than 10pm)

Please list all City of Clermont facilities and/or streets being requested: W Monrovia Street & SW 7th Street

Name of Organization/Renter: Bike Florida

Check Type of Organization: ☒ Not for Profit ☐ For Profit ☐ Commercial ☐ Individual ☐ Government

Tax Exempt: ☐ Yes ☐ No If Yes, you must provide your Tax Exempt # 85-8015727925C-7

Federal ID #/Drivers License #: 59-3232881 Website: http://bikeflorida.org

Event Contact: Tiffany Williams Email: tiffany@williamseventco.com

Day Phone: 352-727-1234 Cell Phone: 904-502-2914 Other Phone/Fax: _____

Address: 726 NW 8th Avenue, Suite A City: Gainesville State: FL Zip: 32601

Secondary Contact: Patrice Fletcher, patrice@williamseventco.com Phone#: (352) 727-1234 (o) (352) 665-5628 (c)

Briefly Describe Event: The Friday Night event will give families and friends an opportunity to come together for a fun filled cycle social. This event will feature live music, food trucks, children's activities, along with vendors and event sponsors tents and tables

(Please attached any additional information such as a flyer, brochure or anything else that is pertinent to your event)

Do you have any special requests? (i.e. road closures, electrical, extra trash needs, special cleaning or stocking of bathrooms, etc):

We will need road closures, electrical, extra trash needs, special cleaning & re-stocking of bathrooms

Event Participants: _____ Expected Attendance: 200 # of Vehicles: _____

Are you planning on having food? ☒ Yes ☐ No Type of food: Several Food Trucks

Are you planning on selling food? ☒ Yes ☐ No Will you have an admission fee: ☐ Yes ☒ No If yes, how much: _____

Do you intend to set up tents? ☒ Yes ☐ No If yes, then how big, how many and where? 10x10
(a special tent permit may be required)

**Please attach a proposed layout showing your event including parking, set up, tents, event items, etc.

I understand and agree that I am responsible for any vandalism or damage to the buildings and/or fixtures during my rental dates. As assurance of such responsibility I am posting the required deposit, which will be returned to me after the completion of my scheduled event, providing that the rental facilities, buildings and fixtures are not damaged, that all equipment has been properly stored and additional cleanup is not necessary. I understand all rental fees and deposit is required at time of reservation.

Applicant Signature

Date

Rules received and read (initial):



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 13, 2015		
Agenda Item Name		
Utility Service Agreement		
Requested Action		
Move to approve the Utility Service agreement for water service to a single family home owned by Gokul S. Brijmohan at 16300 Johns Lake Rd.		
Staff Report		
This request is for water service to a single family home under construction at 16300 Johns Lake Rd. owned by the Gokul S. Brijmohan. The home surrounded by unincorporated Lake County land and is located within the City and Lake County Interlocal Service Boundary Agreement (ISBA) area and the Joint Planning Area (JPA). Owner & Applicant: Gokul S. Brijmohan Project: Single family home Size: 4.8 acres Location: 16300 Johns Lake Road Lake County Future Land Use: Rural Lake County Zoning: Agriculture Status of Project: The property has proper land use and zoning with Lake County Projected Sewer Use: 500 gpd The site is in conformance with the City's code. If the request is approved, the agreement will still be conditioned upon deferral of annexation to occur when legally appropriate. The project will therefore be developed pursuant to the attached Utility Services Agreement for Water.		
Additional Analysis		
Fiscal Impact Summary		
N/A at this time		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Utility Service Agreement for Water - Brijmohan, 16300 Johns Lake Rd	Brijmohan 16300 Johns Lake Rd - USA for Water.pdf	
2. Utility Service Agreement - Application at 16300 Johns Lake	USA Water~Brijmohan - signed app.pdf	

Rd.-Brijmohan

UTILITY SERVICE AGREEMENT For WATER

This document constitutes an agreement between the CITY of Clermont, hereby referred to as **CITY**, a municipality of the State of Florida, and Gokul S. Brijmohan, 16300 Johns Lake Rd., Owner, and any successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is requesting service to a single family residential home which is located on 4.8 acres at 16300 Johns Lake Road on real property (the "Property") described on Exhibit 'A', attached hereto and by this reference made a part hereof; and

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

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

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

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

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

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

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

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

- 1.5 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.
- 1.6 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances from the water meter to serve the project.
- 1.7 The OWNER shall be responsible for all costs of on site and off site improvements, including but not limited to design, material, permitting and installation of sufficient size lines.
- 1.8 The existing utilities shall stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the OWNER shall prepare plans, permit the project and construct the modifications at the OWNER's expense.
- 1.9 The project shall provide access easements if required to the City of Clermont to access the water meter for the site. The City of Clermont will charge water fees based on the water meter readings.
- 1.10 The CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY.
- 1.11 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for an approved oversize. Cost estimate shall be contractors bid as certified by OWNER'S project engineer. The CITY shall review and either approve or reject the costs.
- 1.12 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water lines and appurtenances, both on site and off site, required to serve the Property.
- 1.13 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees. All fees are non-refundable.
- 1.14 The OWNER shall install and maintain the appropriate backflow device as indicated in the manual of cross-connection control.

Section 2. DEVELOPMENT STANDARDS

Any other water service development items to the site that have not been addressed must be completed in accordance with City of Clermont standards unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.

Section 3. ANNEXATION

OWNER agrees that CITY may annex the Property into the City of Clermont if CITY, at its sole discretion, chooses to do so. In conjunction herewith, OWNER shall provide to CITY a Notice of Encumbrance To Annex Property in a form substantially in compliance with the form set forth in Exhibit "B", attached hereto and incorporated herein. The CITY shall record this Notice in the public records of Lake County whereupon it is agreed it shall serve as an enforceable encumbrance on the real property described in Exhibit "A" and shall be accompanied, at OWNER's expense, by a current certificate of title or opinion letter acceptable to CITY and issued by a licensed title company or attorney identifying all owners in interest of the real property. All land transfers by OWNER shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land.

The OWNER, agrees on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns that once the property is annexed into the City, in the event that the septic tank or septic field fails, the OWNER shall connect to City's sewer system when a sewer connection is available as determined by City.

Section 4. SEVERABILITY

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

Section 5. NOTICES

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

CITY

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

OWNER

Gokul S. Brijmohan
7430 Park Springs Circle
Orlando, FL 32838

Site: 16300 Johns Lake Rd.
Clermont, FL 34711

Section 6. AMENDMENTS

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

Section 7. EFFECTIVE DATE AND TERM

This agreement shall take effect as of the latest date either party executes this agreement and shall expire on the fifth anniversary thereof unless extended by a subsequent agreement of the parties.

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

DATED this 13th day of October, 2015.

CITY OF CLERMONT

ATTEST:

Gail L. Ash, Mayor

Tracy Ackroyd, City Clerk

OWNER:

Gokul S. Brijmohan

Signature

Print Name

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____, as _____ of _____, who provided identification in the form of _____ or who is personally known to be the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this _____ day of _____, 20____.

Notary Public

EXHIBIT "A"
PROPERTY DESCRIPTION

Owner:

Gokul S. Brijmohan
7430 Park Springs Circle
Orlando, FL 32838

Site: 16300 Johns Lake Rd.
Clermont, FL 34711

Description:

POSTAL COLONY 35-22-26 W 1/2 OF TRACT 59 PB 9 PG 65, ORB 4600 PG 1652

Containing 4.8 acres more or less.

Lake County Alternate Key Numbers:

1065801

[illegible]

EXHIBIT "B"

Notice of Encumbrance
to Annex to City of Clermont

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

THIS INSTRUMENT, Made this **13th day of October, 2015**, between Gokul S. Brijmohan property owner in the County of Lake, State of Florida Grantor*, and the CITY OF CLERMONT, FLORIDA, A Municipal Corporation, Grantee*:

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

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

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

Exhibit "A"

GRANTER, agrees on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns that once the property is annexed into the City, in the event that the septic tank or septic field fails, the GRANTER shall connect to City's sewer system when a sewer connection is available as determined by City.

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

PROPERTY OWNER(S):

WITNESSES (Two required):

Gokul S. Brijmohan

Witnesses

By: _____
Signature

1. _____
Signature

Type or print name

Type or print name

2. _____
Signature

Type or print name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did not take an oath.

SEAL:

Notary Public _____

Type/print name _____

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



CITY OF CLERMONT

UTILITY SERVICE AGREEMENT APPLICATION

For Utilities Outside of Municipal Boundaries &
Determination of Capacity

APPLICANT: Gokul S. Brijmohan Date: 09/28/15

CONTACT PERSON: Gokul S. Brijmohan
Address: 7430 Park Springs Circle
City: Orlando State: Florida Zip: 32838
Phone: 407-421-2627 Fax: _____
E-Mail: brianbridgsinc@aol.com

OWNER: same
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
E-Mail: _____

PARTY RESPONSIBLE FOR AGREEMENT: Gokul S. Brijmohan

Address of the subject property: 16300 Johns Lake Rd.

General Location of the Property: 16300 Johns Lake Rd.
(Include Location Map)

Area of the property: 4.8 acres

Zoning: Agriculture County Future Land Use Rural
Attach development orders, ordinances and staff reports by Lake County and the Florida Dept. of Economic Opportunity (DEO).

Estimated Water Consumption is 500 Gallons per day.
(excluding irrigation)

Estimated Sewer Consumption is 0 Gallons per day.
Detailed description of project: *(or attach)*

Estimated Re-Use (Gray Water) Water Consumption is 0 Gallons per day.

Items required for submittal include one (1) copy of the following items:

- ☒ Signed original application and materials required for processing.
- ☐ Letter of capacity and utility line location from the City of Clermont Environmental Services Dept. Phone: (352) 241-0178
- ☐ Proposed Site Plan (if applicable)
- ☒ Lake County Property Appraiser - record card
- ☒ Location map
- ☐ Any applications currently on file with Lake County
- ☐ Any Lake County staff reports
- ☐ DEO or ECFRPC correspondence
- ☐ Any information needed for determination of the utility services requested

GOKUL S. BRITMOHAN
Applicant Name (print)

X Gokul S. Britmohan
Applicant Name (signature)

Owner Name (print)

X _____
Owner Name (signature)

**Prior to submitting an application, a meeting with the City of Clermont is required.
To schedule a meeting with the City of Clermont please contact:**

- **James Hitt, Economic Development Director:**
Phone: (352) 241-7305
Email: jhitt@clermontfl.org

A review by the Site Review Committee may be required, which would require 6 sets of site plans for review by staff. Upon the receipt of all necessary information and review by staff the request will be scheduled for the next available City Council regular meeting.

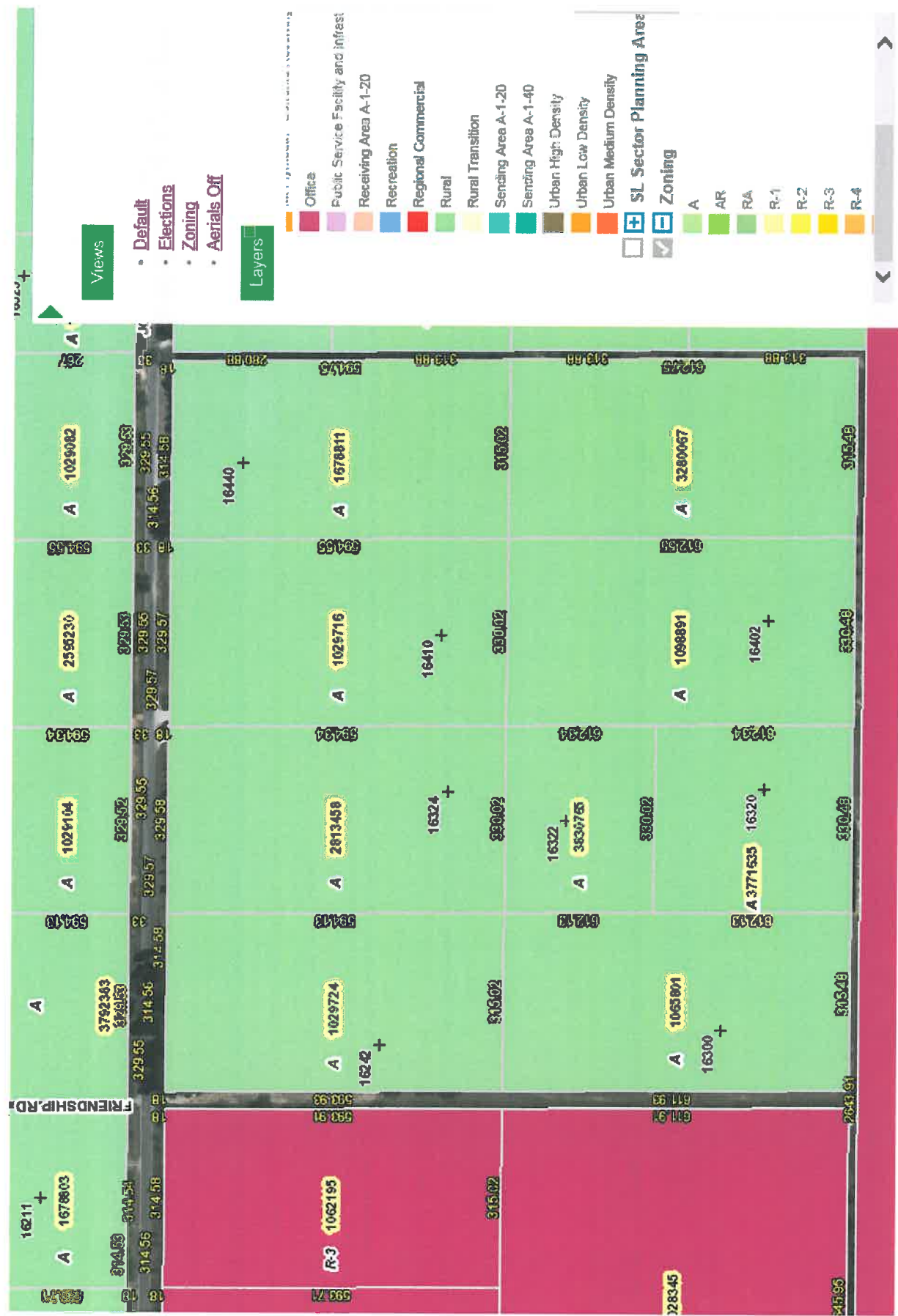
City of Clermont
Economic Development Department
685 W. Montrose St.
Clermont, FL. 34711
(352) 241-7305

16300 Johns Lake Road



16300 Johns Lake Rd.

Future Land Use & Zoning





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, October 13, 2015			
Agenda Item Name			
Scope of Services			
Requested Action			
Motion to approve professional engineering services proposed for the Sunburst Water Treatment Plant--Lower Floridan Aquifer Wells by Tetra Tech, Inc., in the amount of \$233,684.00			
Staff Report			
The City of Clermont has recently received a grant from SJRWMD for up to \$1.98 million dollars to design, construct and test 2 wells into the Lower Floridan Aquifer. The City of Clermont Utility Master plan includes upgrading all of its potable water wells to access the Lower Floridan Aquifer which is considered to be an alternative water supply with the SJRWMD. The City of Clermont has a continuing services agreement for Utility Projects with Tetra Tech, Inc. Staff recommends approval of this proposal for \$233,684.00 for professional engineering services with Tetra Tech, Inc.			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1. Sunburst WTP Scope of Services			Sunburst WTP Scope of Services.pdf



Revised, October 2, 2015

Mr. James Kinzler, CPM, EA
Assistant City Manager
City of Clermont
685 W. Montrose St.
Clermont, FL 34711

**Subject: City of Clermont
Professional Services Proposed for the
Sunburst Water Treatment Plant – Lower Floridan Aquifer Wells**

Project #: 200-BPClermont

Dear Mr. Kinzler:

Tetra Tech is pleased to furnish this proposal for professional services associated with the above referenced project. Additional details along with a cost breakdown have been included in the detailed scope of services attached hereto.

Tetra Tech looks forward to serving the City of Clermont on this project. If you should have any questions, please do not hesitate to contact me at 407-839-3955.

Very truly yours,

Approved:

Tetra Tech

City of Clermont

A blue ink signature of Jon D. Fox, P.E., written over the Tetra Tech name.

Jon D. Fox, P.E.
Vice President

By: _____

Date: _____

Attachments

JDF/ab/Clermont/Sunburst WTP LFA Wells/Kinzler 100215

C: Miguel Garcia, PG, Tetra Tech

ATTACHMENT "A"

PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES EASTSIDE LOWER FLORIDAN AQUIFER EXPLORATORY/TEST PRODUCTION WELL AND POTABLE WATER SUPPLY WELL

I. PROJECT OVERVIEW

The City of Clermont (City) currently holds consumptive use permit (CUP) #2478 which authorizes withdrawals from the Upper Floridan aquifer (UFA) from 11 wells within their service area: the eastern service area includes (Wells 1, 2, 3, 4, 5, 6, 7 and the Middle School Well); the western service area includes (Wells 1, 2, 3, and 5). The City's CUP limits groundwater allocations from the existing wells to 7.91 million gallons per day (MGD) from 2013-2031 as part of the Central Florida Coordination Area (CFCA) rules. Any demands above that allocation must be met by an alternative water supply.

The City has conducted water supply planning to identify long-term sources of supply and determined that an alternative water supply option available to the City is the Lower Floridan aquifer (LFA). To predict whether the LFA will be a viable water supply source for future water demands, Tetra Tech conducted a groundwater modeling analysis of drawdown from mixed UFA and LFA sources. Existing well sites were simulated at existing and future demand levels and compared to similar simulations using LFA wells or a mix of UFA and LFA wells. The objective of the modeling work was to identify a possible LFA source area and possible pumping rates that would meet future needs while reducing withdrawals from the UFA wells to help meet current MFLs at Lake Apshawa and Apopka Spring.

The results of the modeling and MFL analysis indicates there would be a net benefit to the lake and spring MFL if the City uses the LFA and reduces withdrawals from the UFA. Therefore, the City intends to construct and test two (2) new LFA production wells near the Sunburst Water Treatment Plant (WTP) to meet future demands and to reduce reliance on existing UFA wells at the Sunburst WTP. In addition, the City would like to test two (2) existing Greater Hills potable supply wells that are constructed into the LFA to determine whether additional yield is available without causing adverse impacts. The potable supply wells proposed for testing are the south and north Greater Hills wells (#E1 and #E2) that are located on the east side of the City's service area, north of State Road 50. The work proposed in the second phase of the project will determine whether the LFA and #E-1 and #E-2 wells at Greater Hills have sufficient additional yield to meet proposed increased pumpage without modification of the existing LFA potable supply wells.

Aquifer performance testing at the Greater Hills wells will require removal of the existing pumps for geophysical and borehole video logging and may require installation of higher capacity test pumps to conduct step drawdown tests and/or specific capacity tests at higher rates than the pumps currently installed in these wells. The data generated from the aquifer performance tests will also be used to estimate local drawdown effects in the UFA.

With respect to designing the new LFA potable supply wells and obtaining site specific groundwater quality data, an exploratory test well program is proposed. Based on conversations with the SJRWMD staff and well construction information from nearby LFA wells, it is anticipated the depth to the top of the LFA is approximately 1,100 feet below land surface (bls) and that a suitable production zone is anticipated in the interval between 1,100 feet bls and 1,500 feet bls. An initial meeting with SJRWMD staff and the City is recommended to discuss the LFA exploratory testing program, and to confirm requirements of LFA testing.

The construction and testing plan for the new LFA wells anticipates a production casing diameter of approximately 24-inches, with estimated pumping capacities of up to 2,500 gallons per minute (gpm). Construction of the wells will include the installation of surface and intermediate casings, followed by a 10- to 12-inch pilot borehole to an approximate depth of up to 1,800 feet bls. The pilot borehole will be used for drill-stem water quality testing to create a water quality profile, for geophysical and borehole video logging to identify the top of the LFA and productive intervals within the LFA, to identify intervals for packer testing to determine interval specific water quality, and for determination of the final casing depth and total well depth. The pilot borehole will be grouted back to the anticipated design depth of approximately 1,500 feet bls after all testing and analysis has been completed. Step-drawdown testing and additional geophysical logging will be performed on the test/production well.

After construction and testing of the exploratory test/production well is completed and a suitable well design has been tested that confirms adequate water quality and yield are available from the LFA near the Sunburst WTP, construction will proceed at the second LFA potable supply well. The second LFA potable supply well will provide the City with another source of water from the LFA and will also be used as an observation well in the LFA to monitor water level impacts during the proposed 7-day constant rate discharge test. The constant rate discharge test will be conducted to monitor the water level impacts in the LFA and the impacts to nearby UFA wells at the proposed potable supply well design rate (to 3 MGD). Data generated from the constant rate discharge test (CRDT) will be used to provide site specific data to update the District's East Central Florida (ECF) groundwater model, which will be used to estimate drawdown impacts to nearby lakes, springs, and wetlands with adopted and/or proposed MFL's. In addition, the hydrogeologic data collected during the aquifer performance testing at the Greater Hills potable supply wells will help determine if additional yield is available at these wells, and will also provide site specific data from the LFA that will be incorporated into the ECF groundwater model.

Overall, the data collected during the exploratory well program will provide hydrogeologic data to confirm the LFA as an alternative potable supply source and support the modification of the City's CUP. If the water quality and hydrogeologic data collected from this program supports additional allocation from the LFA, the City will request a 20-year permit modification that reduces pumpage from UFA potable supply wells on the west side of the service area and shifts pumpage to the LFA east side wells. In the event that suitable

water quality and yield are not identified during construction and testing at the exploratory test/production well, we will recommend that the City not proceed with construction of the second LFA potable supply well at the proposed site, and instead identify alternate sites for construction of testing of another LFA well.

This proposal is for professional engineering services associated with final design, survey, permitting, bidding, and construction administration services for the project described above. The services to be provided by Tetra Tech consist of the following work elements, and will be performed in accordance with the Continuing Services and Agreement for On-Call Civil Engineering Professional Services, Contract #2014-99, dated December 9, 2014:

- A. Potable Well Sites Screening
- B. Greater Hills Potable Supply Well Aquifer Performance Testing
- C. Final Design
- D. Permitting
- E. Bidding and Award
- F. Construction Administration
- G. Well Construction Observation

These phases are discussed in detail in the following sections.

II. SCOPE OF SERVICES

A. Potable Well Sites Screening

1. Tetra Tech will perform preliminary screening of the proposed well sites on or near the Sunburst WTP for siting of the new LFA wells. This will include a field visit to physically observe the two (2) proposed well sites to determine if there are any visible sanitary hazards and regulatory setback or construction related constraints.
2. Perform planning-level site selection based on location of raw water lines, utilities corridors or utilities zoned parcels, setback requirements from known sanitary hazards based on State and local setbacks, predicted or estimated locations to minimize impacts on existing wells, and locations deemed convenient for future utilities operation and for drilling and testing access.
3. Tetra Tech will review published reports and database information from the United States Geological Survey (USGS), St. Johns River Water Management District (SJRWMD), and Florida Geological Survey (FGS), to identify any surface expressions of subsurface dissolution or subsurface collapse near the proposed well sites.
4. Upon completion of the potable well site screening and planning level site selection evaluation, Tetra Tech will compile the data obtained and prepare

a memorandum summarizing the findings and recommendations for siting of the LFA wells on the proposed sites.

B. Greater Hills Potable Supply Well Aquifer Performance Testing

Tetra Tech will evaluate the two (2) existing Greater Hills potable supply wells that are constructed into the LFA to determine whether additional yield is available from these wells. The work proposed in this phase of the project will determine whether the existing potable water supply wells at Greater Hills have sufficient additional yield to meet proposed increased pumpage without modification of the existing wells. The tasks to be completed during this phase are summarized below:

1. Review geophysical and borehole video logs and APT setup.
2. Observe aquifer performance testing (APT). Design, observe, and conduct two (2) 8-hour step drawdown tests at the Greater Hills well sites after the existing pumps have been removed and higher capacity test pumps have been installed, and analyze data to determine the specific capacity at each well.
3. For each of the APTs (specific capacity and step drawdown tests), a Tetra Tech geologist will be onsite to collect additional background water level data prior to initiating the APT, to oversee the APT for the full 8-hour pumping duration, and to coordinate collection of recovery data after the APT has been completed.
4. Prepare a memorandum summarizing the results of the aquifer performance testing. The memorandum shall include the well efficiency and specific capacity results; sand and turbidity concentrations at maximum pumping rate.

C. Final Design

The final design will result in preparation of bid documents, engineering drawings and technical specifications, which will be reviewed two (2) times (90 and 100 percent stages) by the City staff prior to bidding. Design review meetings will be held following each submittal. The 90 percent submittal will include the bidding and contract requirements, technical specifications, and construction details or drawings, as required of the project. The 100 percent submittal will include updated documents from the 90 percent submittal and an opinion of construction cost. Three (3) sets of documents will be provided to City for each review. The tasks to be completed during this phase are summarized below:

1. Tetra Tech will attend and conduct a project kick-off meeting with the City to establish lines of communication, contract requirements and schedule.

Tetra Tech will be responsible for preparing meeting minutes for distribution.

2. The final design documents for construction and testing of one (1) LFA exploratory test/production well and one (1) LFA potable supply well, and aquifer performance testing of two (2) existing potable supply wells will include, at a minimum, drill-stem water quality sampling and analysis, geophysical and video logging, aquifer performance testing, packer testing, and other miscellaneous items required to determine the water quality and capacity of the wells.
3. Setback Survey
 - a. Establish all horizontal and vertical control for a topographical survey of each proposed well site based on Lake County datum and State Plane Feet East NAD83 Horizontal baseline control points.
 - b. Perform a visual inspection and topographic survey within a 200 feet radius beyond the staked location of each proposed well for identification of sanitary hazards that can impact placement of the well. The topographic survey shall consist of the horizontal location of all visible above-ground improvements and the above-ground location of markings indicating underground utilities as placed by the various utility companies and onsite sewage disposal systems as flagged by private property owners. In general, the following entities shall be shown and identified: existing manholes with inverts, existing property boundary/right-of-way limits, existing recorded easements, swales, utilities, structures, tree trunk and foliage outline for trees 4" in diameter and larger, foliage outlines, sidewalks, culverts, curbing, fences, driveways, valve boxes, utility poles, fire hydrants, utility boxes, utility markers, roadway (paved or unpaved), and any other structures within the survey limits defined previously.
4. Prepare construction drawings/details and specifications for the facilities described herein previously. Documents shall include drawings and specifications covering:
 - a. Cover sheet, index, general notes and project location map.
 - b. Standard and special construction details sheets and other required drawings.
 - c. Prepare a comprehensive project manual that contains bidding, contract, and general requirements (Divisions 0 and 1) and to contain applicable technical specifications (Divisions 2-16) for

competitive bidding. The project manual and its contents will be formatted in accordance with the Construction Specification Institute (CSI) and will be prepared using Microsoft® Word.

- d. Prepare a final opinion of construction cost based on previous bid tabulations, vendor quotes and estimates provided by contractors.
- e. Provide the Owner three (3) complete sets of final contract documents.

D. Permitting

Tetra Tech will prepare an application for a temporary consumptive use permit (TCUP) with supporting documentation for submittal to the St. Johns River Water Management District (SJRWMD); coordinate and attend meetings necessary to obtain permits required for the project. Meetings between the City, Tetra Tech, and the SJRWMD, to expedite the permitting of the construction and testing of the wells. Tetra Tech will also assist the Contractor with permit applications and supporting documentation to the SJRWMD and/or Lake County Health Department, and Florida Department of Environmental Protection (FDEP) as required to secure the well construction and generic discharge permits for construction of the exploratory test/production well and potable supply well. The City will be responsible for payment of all application fees. The following meetings and permit applications are anticipated:

- 1. Schedule and attend an initial meeting with SJRWMD and City, to discuss the permitting process, the information that the SJRWMD will require for permitting approval, and to discuss the design and testing of the LFA wells.
- 2. Follow-up meeting with SJRWMD, City, and Tetra Tech to submit and review required permitting information to SJRWMD for construction and testing of the exploratory test/production well.
- 3. SJRWMD Well Construction Permit. A Well Construction Permit must be obtained for well construction by the licensed well driller. Tetra Tech will assist by providing the well driller information needed to complete the application.
- 4. FDEP Generic Discharge Permit. A Generic Discharge Permit (GDP) may be required for the discharge of water during construction and testing of the exploratory test/production well and potable supply well. Tetra Tech will assist by preparing a letter request and supporting documentation for the GDP from the FDEP.

E. Bidding and Award

Upon advertisement of the project by the City, Tetra Tech will assist the City with bidding of the project and will complete the following tasks:

1. Provide one (1) copy of the Contract Documents (engineering drawings and specifications) in PDF format for distribution to potential bidders by the City's Purchasing department.
2. Respond to questions and prepare and issue addenda as required to interpret, clarify or expand the bidding documents. The City Purchasing department will distribute all addenda to bidders.
3. Attend and conduct one (1) pre-bid meeting with representatives of the City and potential bidders.
4. Review and evaluate the apparent low bidder's qualifications for undertaking the work.
5. Consult with and advise the City as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor.
6. Consult with and advise the City as to the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award of contracts is allowed by the bidding documents.
7. Assist the City in evaluating bids and make recommendation of the award of the contract.
8. Prepare three (3) copies of a conformed set of Contract Documents and one (1) electronic set in a PDF format for the City the recommended Contractor.

F. Construction Administration

Upon award of the contract, Tetra Tech will assist the City with construction administration and shall complete the following tasks based on a construction duration of 270 calendar days (to final):

1. Prepare for and administer one (1) preconstruction meeting and prepare written minutes of the meeting for distribution to attendees.
2. Attend periodic progress and specially scheduled meetings throughout progress of work. Progress meetings will be held monthly and additional meetings as needed to coordinate work in progress. It is anticipated that eight (8) meetings will be needed at an average duration of one (1) hours each, followed by a site visit at an average duration of one (1) hour each. These site visits will be conducted following each progress meeting. The

construction is anticipated to take 240 calendar days from notice to proceed until substantial completion.

3. Provide interpretation or clarification of the design documents when requested, review/evaluate and prepare change orders required for clarification or minor modification of the contract documents.
4. Review Contractor's testing plan for general conformance with the Contract Documents.
5. Review shop drawings to determine conformance with the design concepts of the project and compliance with the requirements provided in the contract documents.
6. Review requests for information (RFIs), provide interpretation of construction documents, and issue written clarifications or interpretations.
7. Review the Contractor's application for payment and the accompanying data and schedules, determine the amounts owed to the Contractor, and advise the City of the recommended payments to the Contractor.
8. Prepare weekly summary reports for submittal to the SJRWMD for funding of LFA well construction. Weekly reports will include summary of all construction and testing activities during work week, and will include onsite field geologist logs, daily photos, and preparation of pilot borehole lithologic log in SJRWMD format.
9. After successful demonstration tests and upon written request by the Contractor, conduct a substantial completion inspection of the project with the City and distribute 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.
10. Review the Contractor's as-built submittal for adequacy and review listing of deviations from the construction permit and approved construction documents. Prepare record drawings for City's use from information provided by the Contractor delineating the dimensions, location, and elevation of all facilities constructed. Provide the City with one (1) electronic file of record drawings in PDF format and three (3) sets of prints of the record drawings.
11. Prepare a report summarizing the construction and results of the testing each well. The report shall include an as-built well drawings; well completion reports; lithologic log; well efficiency and specific capacity results; sand

and turbidity concentrations at design rate; transmissivity calculated from the APT; and the water quality results.

12. Prepare and submit certifications and required supporting documentation to regulatory agencies having jurisdiction.

G. Well Construction Observation

Project assumptions: Tetra Tech has assumed that one (1) exploratory test/production well followed by one (1) potable supply well, will be constructed in series. Tetra Tech will provide a well site geologist for observation of the well construction at all critical stages of the construction and testing. Critical tasks include initial staking of each well, verifying prior to commencement of construction that the driller is at the staked location, setting and grouting of each casing string, drilling of pilot borehole to total depth, collecting drill-stem water quality samples, review but not observation of geophysical and borehole video logging, well development, aquifer performance testing, and coordinating site activities. The onsite construction observation will provide the City with assurance that the wells are constructed in accordance with the Contract Documents. The well-site geologist will provide well construction observation services for a total of up to 864 hours or 9 hours/day for the construction and testing of the wells listed above. The number of hours is based upon our well-site construction observation experience at similar programs with one (1) geologist at the well site. If the level of effort varies significantly from that which we have assumed, we will notify the City in writing and request direction before proceeding with additional services.

Tetra Tech staff (well-site geologist) will perform the following tasks during construction:

1. Inspect casing and other construction materials and confirm compliance with specifications.
2. Observe pilot borehole drilling, casing installation, and grouting of all well casings.
3. Observe the Contractor collecting lithologic samples, logging samples and analyzing samples.
4. Observe the Contractor collecting drill-stem water quality samples for submittal to a certified laboratory by the Contractor. Tetra Tech staff will collect duplicate samples for in-field analysis to expedite results.
5. Inspect testing equipment and observe installation of testing equipment (inflatable packer assembly, test pumps, pressure transducers, flow meters, etc.).

6. Observe up to four (4) packer tests at the exploratory test/production well and analyze data to determine water quality at discrete (isolated) intervals.
7. Observe well development and record rates and water quality sampling for well acceptance.
8. Observe specific capacity tests and step drawdown tests and analyze data to determine the yield of the proposed production zone at each well.
9. Observe aquifer performance testing
 - a. One (1) aquifer performance test is proposed in order to fully evaluate the raw water supply sources. A 7-day APT will be conducted at the test/production well site after construction of the exploratory test/production well and potable supply well have been completed. The APT will be conducted to confirm aquifer responses to pumping, to observe drawdown impacts at nearby and distant monitoring locations, to collect sufficient data to calculate aquifer parameters to assist with model development or refinement, to allow more precise simulation of wellfield operation, and to evaluate the potential for water quality degradation.
 - b. Tetra Tech staff will be onsite to collect additional background water quality testing data prior to initiating the APT, to oversee the APT for up to 10 hours per day, to collect water quality samples for analysis by a state approved laboratory, and to coordinate collection of recovery data after the 7 day APT has been completed.
10. Testing and Data Analysis/Project Reporting
 - a. Analyze data collected from water quality testing, geophysical and video logging, and aquifer performance testing for the purpose of determining onsite aquifer and water quality parameters.
 - b. Prepare one (1) report summarizing the construction and results of the testing of the exploratory test/production well, the second LFA potable supply well, and the aquifer performance testing at the two (2) existing Greater Hills potable supply wells. The report shall include as-built well drawings; well completion reports; lithologic logs; well efficiency and specific capacity results; sand and turbidity concentrations at design rate; and all laboratory and field water quality results.
 - c. Meet with City to present results after completion of the summary report.

III. COMPENSATION SUMMARY

The total lump sum compensation for the Scope of Services described in Section II is summarized below:

A. Potable Well Site Screening	\$ 4,539.00
B. Greater Hills Potable Supply Well Aquifer Performance Testing	\$ 5,235.00
C. Final Design	\$ 25,260.00
D. Permitting	\$ 4,310.00
E. Bidding and Award	\$ 5,970.00
F. Construction Administration	\$ 43,965.00
G. Well Construction Observation*	\$ 129,958.00
H. Reimbursables	\$ <u>14,447.00</u>

Total Lump Sum Fee \$233,684.00

*To be billed on a time and materials basis.

IV. PROJECT SCHEDULE

The proposed project schedule for completion of the Scope of Services described in Section II is anticipated to be as follows:

Task	Calendar Days from Notice to Proceed
A. Potable Well Site Screening/SJRWMD Permitting	30
B. 90% Design Submittal	75
C. City Review	90
D. 100% Design Submittal/Setback Survey	125
E. City Review	140
F. Bid and Award	185
G. Construction	455

G.1.3 - surface casing install/grouting (3d)	01/01/16	12/31/16	11.8	30		10	4	16									3,610				3,610
G.1.4 - pilot borehole & field testing (36 days)	01/01/16	12/31/16	11.8	324		100	62	162									39,930				39,930
G.1.5 - geophysical/video logging (3)	01/01/16	12/31/16	11.8	8		4	4										1,200				1,200
G.1.6 - caliper/video logging (2)				9		3	3	3									1,200				1,200
G.1.7 - inflatable packer testing (4)	01/01/16	12/31/16	11.8	40		10	10	20									5,000				5,000
G.1.8 - Casing install and grouting (14d)	01/01/16	12/31/16	11.8	136		50	10	76									16,000				16,000
G.1.9 - well development	01/01/16	12/31/16	11.8	20		6	4	10									2,470				2,470
G.1.10 - Backplug pilot hole (4d)	01/01/16	12/31/16	11.8	24		6	6	12									3,000				3,000
G.1.11 - step-drawdown testing	01/01/16	12/31/16	11.8	10			2	8									1,130				1,130
G.2 - LFA Potable Supply Well				127	-	45	21	61	-	-	-	-	-	-	-	-	15,590	-	-	-	15,590
G.2.1 - site prep	01/01/16	12/31/16	11.8	8		4		4									940				940
G.2.2 - pit casing install	01/01/16	12/31/16	11.8	20		6	4	10									2,470				2,470
G.2.3 - surface casing install/grouting	01/01/16	12/31/16	11.8	20		6	4	10									2,470				2,470
G.2.4 - geophysical/video logging (2)	01/01/16	12/31/16	11.8	8		4	4										1,200				1,200
G.2.5 - final casing install/grouting	01/01/16	12/31/16	11.8	35		9	6	20									4,205				4,205
G.2.6 - well development	01/01/16	12/31/16	11.8	16		6	2	8									1,940				1,940
G.2.7 - step-drawdown testing	01/01/16	12/31/16	11.8	9			1	8									965				965
G.2.8 - substantial/final inspection	01/01/16	12/31/16	11.8	11		10		1									1,400				1,400
G.3 - 7-Day Aquifer Performance Testing				84	-	24	18	42	-	-	-	-	-	-	-	-	10,410	-	-	-	10,410
G.3.1 - set up and collect background data	01/01/16	12/31/16	11.8	16		5	3	8									1,970				1,970
G.3.2 - 7-Day APT	01/01/16	12/31/16	11.8	56		16	12	28									6,940				6,940
G.3.3 - collect recovery data	01/01/16	12/31/16	11.8	12		3	3	6									1,500				1,500
G.4 Testing & Data Analysis/Project Reporting				207	3	52	65	68	4	-	-	-	-	6	-	10	26,808	-	-	-	26,808
G.4 - Aquifer Testing Data Analysis	01/01/16	12/31/16	11.8	41		4	21	17									5,573				5,573
G.4 - Water Quality & Geophysical Logging Analysis	01/01/16	12/31/16	11.8	68		24	20	24									8,940				8,940
G.4 - Summary Reporting	01/01/16	12/31/16	11.8	98	3	24	24	27	4					6		10	12,295				12,295
II Reimbursable Expenses				-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,737	1,777	6,934	14,447
TT Expenses				-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,737	1,777	6,934	14,447
Tt				-													5,737	1,777	6,934		14,447
				-																	-
				-																	-
Totals	10/01/15	12/31/16	14.7	1,747	37	632	309	566	16	6	20	20	31	60	50		219,236	5,737	1,777	6,934	233,684



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date						
Tuesday, October 13, 2015						
Agenda Item Name						
On-Street Parking						
Requested Action						
Move to approve Grass parking lot at the NE corner of W. Desoto St. and West Ave., and re-stripe the angle parking on the south side of W. Desoto St, between 8th Street and West Ave. to parallel parking spaces sized per the Land Development Code.						
Staff Report						
This on-street parking issue involving the angle parking spaces on W. Desoto St. between 8th Street and West Ave. came to City Council for discussion on April 14 and June 9 as part of an overall downtown street parking review. This is the last remaining issue that staff has been working on. The old Fire Station at the NE corner of Desoto St. and West Ave. has been demolished and ground preparation for a parking lot is commencing. Cost: \$23,000 The proposed parking lot is designed with 13 grass spaces and one paved handicap space. Access will remain of Desoto St. Estimated cost: \$17,500 Staff will re-stripe of the 21 angle spaces on the south side of W. Desoto St. to 15 parallel spaces. Cost: \$1,500 Total Project: \$42,000 Net parking space gain: 8 spaces (include a new HC space)						
Additional Analysis						
Fiscal Impact Summary						
Fiscal Impact	Fund Number and Description	Available Budget Amount				
Exhibits Attached (copies of original agreements)						
<table border="0"> <tr> <td>1. Parking Lot design</td> <td>Proposed Grass Parking_3.pdf</td> </tr> <tr> <td>2. Desoto St. parallel space design</td> <td>Desoto St Parking spaces.pdf</td> </tr> </table>			1. Parking Lot design	Proposed Grass Parking_3.pdf	2. Desoto St. parallel space design	Desoto St Parking spaces.pdf
1. Parking Lot design	Proposed Grass Parking_3.pdf					
2. Desoto St. parallel space design	Desoto St Parking spaces.pdf					



Desoto Street Parking

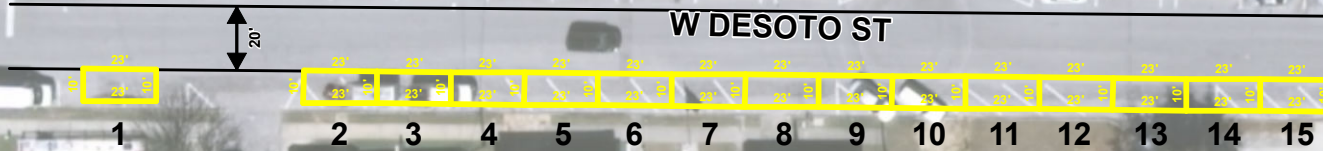




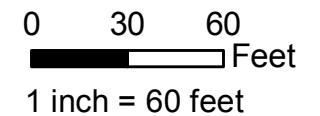
WEST AVE

8TH ST

W DESOTO ST



W. Desoto St. Proposed Parking Spaces





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 13, 2015		
Agenda Item Name		
Ordinance No. 2015-75, <i>Introduction</i>		
Requested Action		
Move to introduce Ordinance 2015-75.		
Staff Report		
This agenda item was originally scheduled to be heard by the City Council in September. Because the Planning and Zoning Commission voted to table its review of the request at its September 1, 2015 meeting, the City Council hearings had also been postponed to October. Staff is initiating this proposed change to add a new zoning district, Planned Unit Development (PUD). Section 122 of the Land Development Code has 14 zoning districts that a property may be assigned for a zoning designation. Historically, a PUD has been approved through a conditional use permit (CUP) with the specific conditions contained in the document, but with an underlying zoning district such as Urban Estate. This has caused some confusion when a PUD is processed and finally recorded after approval. Additionally, processing annexations for properties under the Interlocal Service Boundary Agreement (ISBA) process is also more complex if the existing zoning in Lake County is PUD. The City would typically process the related administrative requests for rezoning and a future land use change at the time of the annexation hearings. However, because the City is the applicant with ISBA annexations, the property owner would not sign the related CUP for a PUD. Because a rezoning to a PUD would be by ordinance, it would be signed by City officials and not the property owner. A majority of other governmental jurisdictions have a PUD zoning district. For the new PUD zoning, the application would still be processed the same way, including the majority of the requirements as outlined in Article IV, Planned Unit Developments, of Section 122. A few changes in this article have been proposed, such as reducing the contiguous area of property from 10 acres down to one acre. This recommendation recognizes that land costs have increased significantly, and there are fewer parcels containing 10 contiguous acres. This reduction also encourages redevelopment and infill on smaller sites with some flexibility. The PUD would still have to be presented to the Planning and Zoning Commission and the City Council for review and approval. Staff recommends approval of Ordinance 2015-75 to create a new zoning district, Planned Unit Development (PUD).		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Ordinance	2015-75 Ordinance.doc
2. Legal ad	PUD Zoning AD.docx

CITY OF CLERMONT
ORDINANCE No. 2015-75

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

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, the City of Clermont Planning and Zoning Commission, acting as the Local Planning Agency of the City, has held a public hearing on October 6, 2015 and following such hearing found this Ordinance to be in the best interest of the City of Clermont, and recommended that the City Council adopt this Ordinance; and

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

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

SECTION 1.

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

SECTION 2.

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

Chapter 122 – ZONING

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

CITY OF CLERMONT
ORDINANCE No. 2015-75

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

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

Section 122-312. Definition.

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

Section 122-313. General requirements.

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

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

CITY OF CLERMONT
ORDINANCE No. 2015-75

2. Unified control.

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

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

3. Development approval.

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

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

CITY OF CLERMONT
ORDINANCE No. 2015-75

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

Section 122-314. Location.

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

Section 122-315. Review criteria.

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

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

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

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b. Relation to public utilities, facilities and services.

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

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

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

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

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

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

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

Section 122-316. Procedure for review and approval.

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

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

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

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

a. Evidence of unified control.

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

b. Survey.

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

c. Site development plans.

The applicant shall submit site development plans containing:

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

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

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

CITY OF CLERMONT
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- e. Traffic survey and economic feasibility study.

When it is deemed necessary:

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

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

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

- g. Restrictive covenants.

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

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3. Action on preliminary development plan.

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

4. Platting requirements.

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

5. Recommendation by administrative official.

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

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

7. Action by City Council.

a. Granting or denial.

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

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b. Performance bond.

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

8. Effect of approval.

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

9. Expiration of approval.

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

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

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10. Development permits.

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

Section 122-317. Amendments to development plan.

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

Section 122-318. Conflicting provisions.

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

Section 122-319. Application fees.

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

Section 122-320—122-340. - Reserved.

CITY OF CLERMONT
ORDINANCE No. 2015-75

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 27th day of October, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

LEGAL NOTICE

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

ORDINANCE NO. 2015-75

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

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

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

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

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

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

Tracy Ackroyd
City Clerk

Daily Commercial
August 25 and September 8, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 13, 2015		
Agenda Item Name		
Variance Request Arby's		
Requested Action		
Motion to deny the variance requests.		
Staff Report		
The applicant, Arby's, is requesting six variances to the Land Development Code (LDC) in order to build a new restaurant on an out parcel in the Clermont Landing shopping center. The subject parcel is a little more than an acre in size. The applicant has indicated that the subject parcel has many disadvantages that make the site a challenge to develop. Existing retaining walls on three of the four sides and the irregular shape of the lot are a few challenges the applicant is dealing with. The requested variances include: 1) To allow for a western landscape buffer less than 20 feet – rather than a 20 foot wide landscape buffer as required by the Land Development Code, Section 118-37(e) 2) To allow for elimination of a northern landscape buffer between abutting properties– rather than the requirements in the Land Development Code, Section 118-37(d) 3) To allow for a reduction in the parking space depth to 18 feet – rather than a 20 foot depth as required by the Land Development Code, Section 98-3(a) 4) To allow for the elimination of wheel stops and use raised curbs to protect landscape areas – rather than the requirements in the Land Development Code, Section 118-38(d) 5) To allow a ground sign to exceed 10 feet in height – rather than the requirements in the Land Development Code, Section 102-15 (a)(1)(a)(5) 6) To allow for a reduction in square footage of the interior landscape terminal island to be less than 300 square feet and no canopy tree – rather than the requirements in the Land Development Code, Section 118-38 (b) & (c) Staff acknowledges that this site presents some unusual development challenges. However, staff cannot support this request since Section 86-174 of the LDC requires a positive finding on eight criteria in order to grant a variance, and staff believes that three of the eight do not meet these findings.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		
1.	Application	Variance-Application-Editable arbys-2015-9-22 printed as submitted to city.pdf
2.	Location Map	Location Map.pdf
3.	Variance Locations	Variance Locations Arbys.pdf
4.	Review Criteria	Arbys Review Criteria and Finding.docx
5.	Exhibits	Arbys Exhibits.pdf
6.	Legal ad	VAR Legal AD.docx



CITY OF CLERMONT

VARIANCE

Filing Instructions

Any person requesting a Variance shall file a complete application in the Development Services Department at least thirty (30) days prior to the hearing date of the City Council. All applications must be complete, to include applicable site plans and/or other pertinent descriptive materials in order to be processed.

A Pre-Application meeting with the Development Services Director (or designated staff) is required prior to submittal of the application. The Development Services Director shall determine if the application is complete and properly filed.

APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST

Notification of Public Hearing

All variance requests shall be considered at public hearings, which shall be noticed as follows:

- (1) The City shall send notice of the proposed variance to the owners of all adjoining properties to the subject property. Such notice shall include the date, time and place of the public hearing before the City Council, along with a clear and concise description of the proposed variance. For the purposes of such notification, adjoining properties shall include those properties within 150 feet of the subject property even when separated from the subject property by a road, canal, easement, right-of-way or similar barrier.
- (2) Notice of public hearing shall be published in a newspaper of general circulation within the City no less than five (5) days prior to the date set for hearing the variance request.

Conditions of Approval and Denial

- (1) When any variance is granted, construction of the structure or other variance item must be started within one year from the date the variance is granted. It shall be the obligation of the owner to file written notice with the Administrative Official and the Development Services Director that he has begun the proposed construction. If no such notice is filed, the variance shall automatically lapse.
- (2) A variance in the zoning regulations may be transferred along with the transfer of the property ownership, but only for the specific use and approved plan originally granted.
- (3) Variance requests which have been denied may not be resubmitted for a period of two (2) years.



CITY OF CLERMONT

VARIANCE

Filing Instructions

Page 2

Check List

The following information shall be provided:

- ☒ Proof of ownership, (i.e. Lake County Property record card, tax receipt, or deed.
- ☒ Legal description of the property – may be on information above.
- ☒ 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 variance request. Maximum size for plans is 11” x 17” (two full size copies for detail as needed, depending on the Variance).
- ☒ A written justification based on Sec. 86-174, which explains the conditions and circumstances of the alleged hardship and the necessity of the action. Staff will review the application based on the review criteria. Therefore, it is in the applicant’s best interest to submit the application with those eight (8) items in mind to justify the variance request.
- ☒ Visual aids that may clarify the variance request such as overhead projections, large scale drawings, etc. A location map must be included that identifies the location of the property. These will be presented by the applicant at the public hearing. (same as site plan)
- ☒ The original application and all supplemental materials.
- ☒ Fee: \$200.⁰⁰

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



CITY OF CLERMONT
VARIANCE
Application

DATE: Sep 21, 2015

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): Arby's Restaurant

APPLICANT: CPWG, Inc.

CONTACT PERSON: Jeff Earhart

Address: 1318 Bowman Street

City: Clermont State: Florida Zip: 34711

Phone: 407-267-8905 Fax: _____

E-Mail: jeff.earhart@cpwgengineering.com

OWNER: Weingarten I-4 Clermont Landing, LLC

Address: PO Box 924133

City: Houston City State: TX Zip: 77292-4133

Phone: 404-909-4716 Fax: MJohnson@arbys.com

Address of Subject Property: 2255 US HIGHWAY 27, CLERMONT FL 34711

General Location: The property is an outparcel located in front of JCPenny/just north of Road House. The outparcel is on US 27 1/4 mile north of Steve's Rd on the NE corner of North entry

Legal Description (include copy of survey): Lot 1 of Clermont Crossing at Lost Lake. Plat Book 64, Page 50

Land Use (City verification required): Commercial

Zoning (City verification required): PUD



CITY OF CLERMONT

VARIANCE

Application

Page 2

Answers to the following questions are required to complete this application.

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:

Landscape Buffer - Section 118-37 (e) (1), Landscape Buffers Between Abutting Properties Section 118-37(d)(1,2,3), Parking Space 98-3(a), Sign 102-15(a)(5)(iii), Terminal Islands 118-38(c)(1)

Wheel Stops 118-38(d)(2), Canopy Tree 118-38(b)(2)

What are you proposing to do that would require a variance and why? Please see attached applicant statement.

How does the Code create a hardship? Please see attached applicant statement.

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

Variance requested – subject and code section: Landscape Buffer - Sections 118-37 (e)(1) and 118-37 (d)(1,2,3), Parking Space 98-3(a), Sign 102-15(a)(5)(iii), Terminal Islands 118-38(c)(1)

Sec. 86-174. Review criteria and findings.

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

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

The property is a uniquely shaped out-parcel of a larger development with frontage along US 27. The non rectangular shape and the existing retaining walls creates problems when providing adequate vehicle circulation for cars and fire trucks. The noted landscape buffer and planting cannot be maintained.

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

The conditions mentioned above existed prior to the applicant's interest in this property



CITY OF CLERMONT

VARIANCE

Application

Page 3

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

Enforcement of the land development code requirement would limit the usability of the lot in such a way that would prevent development of this property that do not exist on similar lots and adjacent properties in the area

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

The applicant's request is not based on cost, but rather on the limiting effect the existing nature of the site and adherence to the code would place on the usable area of the property.

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

Yes, all efforts have been exhausted in order to conform to the minimum requirements of the land development code.

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

The granting of this variance would not be considered a special privilege but rather an adjustment based on the unique characteristics and hardships of this particular property that may not exist on other lands in the same zoning district.

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

No, the proposed variance will in no way negatively affect surrounding properties.



CITY OF CLERMONT
VARIANCE
Application
Page 4

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

The variance requested will be in congruence with the intent of the landscape code to provide separating and beatification between parcels. The proposed landscape measures will remain consistence with what is on existence on adjacent properties.

MERRILL S JOHNSON
Applicant Name (print)

X [Signature]
Applicant Name (signature)

7 Jeff Earhart
Owner Name (print)

X [Signature]
Owner Name (signature)

***** NOTICE *****

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

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

Proof of Ownership and Legal Description

Property Record Card

General Information

Owner Name:	WEINGARTEN I-4 CLERMONT LANDING LLC	Alternate Key:	3879623
Mailing Address:	PO BOX 924133 HOUSTON, TX 77292-4133 Update Mailing Address ⓘ	Parcel Number:	29-22-26- 100000000100
		Millage Group and City:	000C (Clermont)
		Total Millage Rate:	19.09600
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	2255 US HIGHWAY 27 CLERMONT FL 34711 Update Property Location ⓘ	Property Name:	-- Submit Property Name ⓘ
		School Locator:	School and Bus Map ⓘ
Property Description:	CLERMONT, CLERMONT LANDING SUB LOT 1 PB 64 PG 50-54		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		49658	SF	\$0.00	\$645,554.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

There is no sales history information to display.

Values and Estimated Ad Valorem Taxes ⓘ

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$645,554	\$645,554	\$645,554	5.30510	\$3,424.73
LAKE COUNTY MSTU AMBULANCE	\$645,554	\$645,554	\$645,554	0.46290	\$298.83
SCHOOL BOARD STATE	\$645,554	\$645,554	\$645,554	4.94900	\$3,194.85
SCHOOL BOARD LOCAL	\$645,554	\$645,554	\$645,554	2.24800	\$1,451.21
CITY OF CLERMONT	\$645,554	\$645,554	\$645,554	4.65000	\$3,001.83
ST JOHNS RIVER FL WATER MGMT DIST	\$645,554	\$645,554	\$645,554	0.30230	\$195.15
LAKE COUNTY VOTED DEBT SERVICE	\$645,554	\$645,554	\$645,554	0.16000	\$103.29
LAKE COUNTY WATER AUTHORITY	\$645,554	\$645,554	\$645,554	0.25540	\$164.87
SOUTH LAKE HOSPITAL DIST	\$645,554	\$645,554	\$645,554	0.76330	\$492.75
				Total: 19.096	Total: \$12,327.51

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

First Homestead Exemption (up to \$25,000)	Learn More	View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓘ	Learn More	View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More	View the Law
Widow / Widower Exemption (up to \$500)	Learn More	View the Law
Blind Exemption (up to \$500)	Learn More	View the Law
Disability Exemption (up to \$500)	Learn More	View the Law
Total Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Disability Exemption (\$5000)	Learn More	View the Law
Veteran's Total Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More	View the Law
Deployed Servicemember Exemption (amount varies)	Learn More	View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More	View the Law
Conservation Exemption (amount varies)	Learn More	View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More	View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More	View the Law
Government Exemption (amount varies)	Learn More	View the Law

Exemption Savings ⓘ

The exemptions marked with a ✓ above are providing a tax dollar savings of:
\$0.00

Assessment Reduction Information (3% cap, 10% cap, Agricultural, Portability, etc.)

This property is benefitting from the following assessment reductions with a checkmark ✓

Save Our Homes Assessment Limitation (3% assessed value cap)	Learn More	View the Law
Save Our Homes Assessment Transfer (Portability)	Learn More	View the Law

Non-Homestead Assessment Limitation (10% assessed value cap)	<u>Learn More</u>	<u>View the Law</u>
Conservation Classification Assessment Limitation	<u>Learn More</u>	<u>View the Law</u>
Agricultural Classification	<u>Learn More</u>	<u>View the Law</u>

Assessment Reduction Savings

The assessment reductions marked with a  above are providing a tax dollar savings of: **\$0.00**

Copyright © 2014 Lake County Property Appraiser. All rights reserved.
Property data last updated on 23 August 2015.

Plot Plan



ZONING: PUD (C-2)
BUILDING SETBACKS:
FRONT(US. 27):
SIDE/REAR:

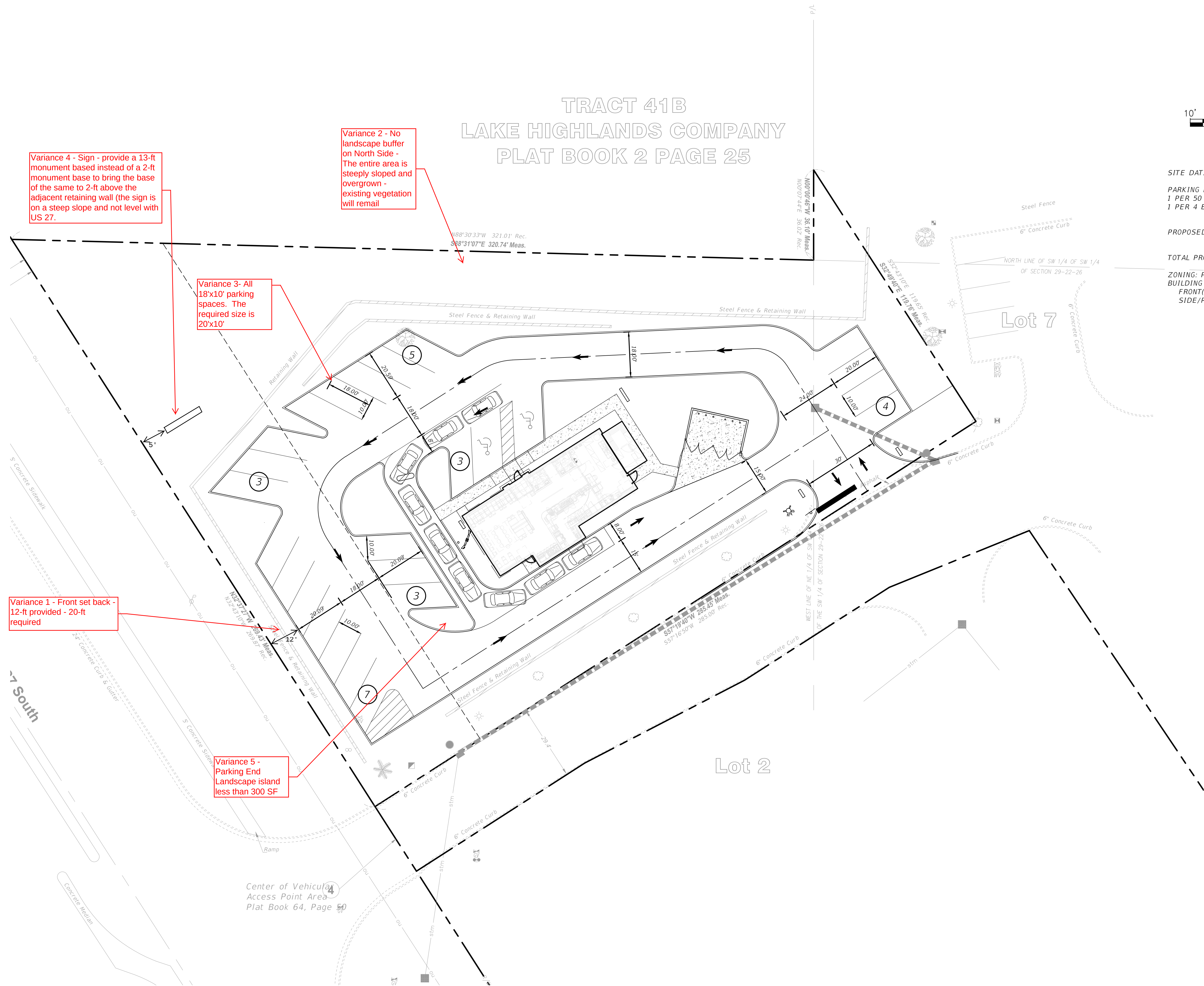
CLERMONT LANDING LLC
LOT 1 ARBY'S INSPIRE 2000
CLERMONT LAKE COUNTY FLORIDA

[illegible]

CPWG
CRIBB PHILBECK WEAVER GROUP

Sheet 1 Of

Copyright 2012, Otis Philbeck Weaver Group. All ideas and designs indicated or represented by this drawing remain the property of and are the instruments of service of Otis Philbeck Weaver Group and were developed for use with this specific project. These ideas, designs, and plans are not to be used, reproduced, altered or transferred in any manner whatsoever without the express written consent of Otis Philbeck Weaver Group.



BUILDING SETBACKS:
FRONT(US. 27): 50'
SIDE/REAR: 5'

Written Justifications

APPLICANT STATEMENT

Variance Request #1

We are requesting relief from the strict adherence to the landscaping requirements for the western property line as specified in Article II-Landscaping, Sec. 118-37 (e) Part (1).

Code Reference

Article II-Landscaping, Sec. 118-37 (e) - Buffers adjacent to rights-of-way for nonresidential uses.

Part (1) - Minimum Width

Request

1. The applicant is requesting a variance from the minimum required width of 20-ft to a width of 12.0-ft.

Hardship Summary

The applicant's subject property is at a disadvantage due to the unique shape of the property and the existing retaining walls on the west, north and south property lines. To facilitate the movement of fire trucks, delivery trucks, garbage trucks and normal vehicles a wider drive aisle is needed. Angled parking is already being used to reduce the drive isle as much as possible. This forces the applicant to encroach into the 20' landscape buffer in order to allow movement and access through the site.

Variance Request #2

We are requesting relief from the strict adherence to the landscaping requirements for the northern property line as specified in Article II-Landscaping, Sec. 118-37 (d)(1,2,3).

Code Reference

Article II-Landscaping, Sec. 118-37 (d) – Perimeter Landscape Buffers Between Abutting Properties.

Request

1. The applicant is requesting a variance from the 10-ft wide landscape buffer on the north side of the property.

Hardship Summary

The applicant's subject property is at a disadvantage due to the unique shape and topography of the property and the existing retaining walls on the west, north and south property lines. It is proposed that this 10-ft wide buffer area remain untouched. The north side of the property already has 2 retaining walls which block the view to the north property line. The slope is greater than 10 percent and it is heavily overgrown. We are proposing to provide additional landscaping at the northwest corner of the property, in an area that would be visible from US 27.

Variance Request #3

We are requesting relief from the strict adherence to the parking space size requirements as specified in Article II-Park Spaces Size, Sec. 98-3 (a) and the wheel stop requirement as specified in Article II – 118-38(d)(2).

Code Reference

Article II-Parking Spaces, Sec. 98-3 (a) – Size Part (1) – Standard Parking Spaces

Article II – 118-38(d)(2) Vehicular Use Area Interior Landscaping, Protection of landscape islands, wheel stops

Request

1. The applicant is requesting a variance from the minimum required 10-ft wide by 20-ft long parking space and to use raised curbs instead of wheel stops to protect the landscape areas.

Hardship Summary

The applicant's subject property is at a disadvantage due to the unique shape of the property and the existing retaining walls on the west, north and south property lines. To facilitate the movement of fire trucks, delivery trucks, garbage trucks and normal vehicles shorter parking spaces are needed. Angled parking is already being used to reduce the length as much as possible. This forces the applicant to request an 18-ft long parking space instead of a 20-ft long parking space. The required width of 10-ft will be provided. In most instances a 2-ft green space overhead will be provided to achieve the goal of a 20-ft parking space.

Variance Request #4

We are requesting relief from the strict adherence to the permitted sign requirements as specified in Article II-Permitted Signs, Sec. 102-15 (a)(5)(iii).

Code Reference

Article II-Permitted Signs, Sec. 102-15 (a)(5)(iii).Permitting Signs – Ground Signs – Height of Width

Request

1. The applicant is requesting a variance from the maximum height requirement of 10-ft .

Hardship Summary

The applicant's subject property is at a disadvantage due to the unique topography, shape and the existing retaining walls and fences on the west, north and south property lines. The location of the sign on the steeply slopes northwest corner. The additional height is only associated with the sign base. The goal of the variance is to bring the bottom of the actual sign to the same elevation of closest corner retaining wall. This will allow the sign to be seen and not placed in a deep depression as related to the edge of pavement of US 27 and the adjacent retaining wall. The base of the monument sign will be at approximately elevation 98. The top of the base will be at approximately elevation 111. The sign itself, which will be placed on the afore mentioned monument base, is about 4'1" tall by 9'3-1/4" wide. The height and width mentioned herein may be adjusted slightly, but the overall 60 SF for the sign itself will be maintained.

Variance Request #5

We are requesting relief from the strict adherence to the landscaping requirements for the terminal end of parking areas as specified in Article II-Landscaping, Sec. 118-38 (c)(1).

Code Reference

Article II-Landscaping, Sec 118-38 (b)(2) and (c) (1) – Vehicular Use Areas Interior Landscaping – Design of Landscape Areas – Terminal Islands.

Request

1. The applicant is requesting a variance from the 300-SF minimum area requirement, the minimum 10-ft width requirement and the canopy tree requirement.

Hardship Summary

The applicant's subject property is at a disadvantage due to the unique shape of the property and the existing retaining walls on the west, north and south property lines. To facilitate the movement of fire trucks, delivery trucks, garbage trucks and normal vehicles a wider drive aisle is needed. Angled parking is already being used to reduce the drive aisle as much as possible. The provided width may be as small as 3-ft and the area may be as small as 70 SF. The smaller size would not allow for a canopy tree. The smaller terminal island will allow one additional parking space.

Sign Information

Page 3 of 13



Scale: 3/4"= 1'-0"

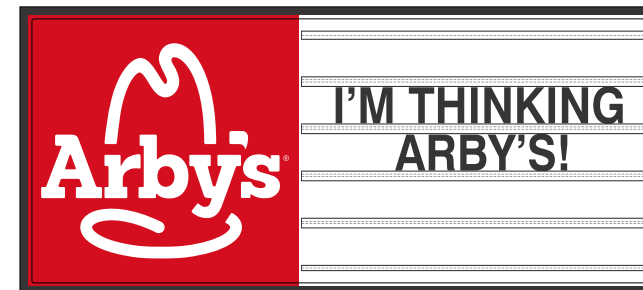
Scale: $\frac{3}{4}'' = 1'-0''$

New d/f illuminated monument sign constructed from 12" Extrusion with 2" retainers. Faces to be 3/16" clear Polycarbonate, panformed to a depth of 2", second surface Decorated in project colors. With reader board panel. Sign to be Illuminated by T12 fluorescent lamps wired in sequence with External disconnect switch. Base to be .080" fabricated aluminum.

1. MODERN LETTERS & NUMERALS
2. BLACK, 302 CHARACTERS
3. 6" CHARACTER SIZE
4. CHANGER ARM W/ REGULAR CUP
5. STORAGE CABINET

Arby's Translucent Red
White
Black

AKZO
SIGN 20643
ARBY'S RED
142701301
*5 COATS / NO WHITE



— 888-294-2007 —
www.allenindustries.com



Photo of Existing Vegetation on North Property Line



North retaining wall showing existing vegetation of north property Line



Northwest corner of site location of sign in depressed area and additional landscaping

Location Map
Arby's



Outlined area:
Subject Parcel

Clermont Landing

TEXAS ROADHOUSE

INTERSECTION
HWY 27

US HWY 27

INTERSECTION

EN DR

Locations of proposed variances on the site For Arby's



Variances:

- # 1: to allow for a western landscape buffer less than 20 feet – rather than a 20 foot wide landscape buffer
- # 2: to allow for elimination of a northern landscape buffer between abutting properties.
- # 3: to allow for a reduction in the parking space depth to 18 feet – rather than a 20 foot depth
- # 4: to allow for the elimination of wheel stops and use raised curbs to protect landscape areas
- #5: to allow a ground sign to exceed 10 feet in height (Red Circle)
- #6: to allow for a reduction in square footage of the interior landscape terminal island to be less than 300 square feet and no canopy tree

Arby's Variance

The requirements for a variance are as follows:

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

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

FINDINGS:

- (1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;
Applicant response: The property is a uniquely shaped out-parcel of a larger development with frontage along US 27. The non rectangular shape and the existing retaining walls create problems when providing adequate vehicle circulation for cars and fire trucks. The noted landscape buffer and planting cannot be maintained.

Staff comments: This parcel does have circumstances existing which are peculiar to the land. These are (1) the existing retaining walls on 3 sides of the property, north, west, and south, and (2) possible useable area along the north property line is inaccessible and severely sloped. These circumstances are usually not present in other similarly sized parcels in the same zoning district.

Positive finding

- (2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;
Applicant response: The conditions mentioned above existed prior to the applicant's interest in this property.

Staff comments: Staff agrees that the applicant did not create the conditions giving rise to the requested variance requests. However, the parcel may be developed by a different applicant with a smaller foot print of building and lesser parking requirements.

Negative finding

- (3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;
Applicant response: Enforcement of the land development code requirements would limit the useable area of the lot in such a way that would prevent development of this property that do not exist on similar lots and adjacent properties in the area.

Staff comments: With the existing conditions in place that are presenting challenges in developing the site, the applicant would be faced with undue hardship to develop the lot according to the land development code, even if it was feasible. However, the applicant may choose another parcel that does not present these challenges.

Negative finding

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

Applicant response: *The applicant's request is not based on cost, but rather on the limiting effect the existing nature of the site and adherence to the code would place on the useable area of the property.*

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

Positive finding

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

Applicant response: *Yes, all efforts have been exhausted in order to conform to the minimum requirements of the land development code.*

Staff comments: *The applicant is trying to maximize the potential use of the site by requesting the variance for landscaping requirements, parking waivers, and signage height. However, the site could be developed at a lower intensity and these variances may not be warranted.*

Negative finding

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

Applicant response: *The granting of this variance would not be considered a special privilege but rather an adjustment based on the unique characteristics and hardships of this particular property that may not exist on other lands in the same zoning district.*

Staff comments: *The City Council has granted similar variance requests in the past for landscaping requirements, parking, and/or signage that are being sought by the applicant.*

Positive finding

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

Applicant response: *No, the proposed variance will in no way negatively affect surrounding properties.*

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

Positive finding

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

Applicant response: *The variances requested will be in congruence with the intent of the requirements landscape code to provide separation and beautification between two parcels of land. The proposed landscape measures will remain consistent with what is on existence on adjacent properties.*

Staff comments: *Staff feels that granting the variances will be in harmony with the general intent and purpose of the land development code. The intent of the landscaping is to provide a buffer between properties and roads. The applicant is proposing additional landscape alternatives to the code that will provide this buffer and allow the site to be developed.*

Positive finding

STAFF RECOMMENDATION:

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

Arby's Variance



Arby's Variance



Looking East along driveway



Looking Northeast at existing retaining wall along US 27

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following six variances: (1) to allow for a western landscape buffer less than 20 feet – rather than a 20 foot wide landscape buffer as required by the Land Development Code, Section 118-37(e); (2) to allow for elimination of a northern landscape buffer between abutting properties– rather than the requirements in the Land Development Code, Section 118-37(d); (3) to allow for a reduction in the parking space depth to 18 feet – rather than a 20 foot depth as required by the Land Development Code, Section 98-3(a); (4) to allow for the elimination of wheel stops and use raised curbs to protect landscape areas – rather than the requirements in the Land Development Code, Section 118-38(d); (5) to allow a ground sign to exceed 10 feet in height – rather than the requirements in the Land Development Code, Section 102-15 (a)(1)(a)(5); (6) to allow for a reduction in square footage of the interior landscape terminal island to be less than 300 square feet and no canopy tree – rather than the requirements in the Land Development Code, Section 118-38 (b) & (c) at the following location:

LOCATION

Vacant property (Alt. Key 3879623)
¼ mile north of Steves Road and US Hwy 27 intersection
East of US Hwy 27

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

This request will be heard by the City Council at a public hearing to be held on Tuesday, October 13, 2015 at 6:30 P.M. in the Clermont City Hall located at 685 West Montrose Street.

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

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
October 6, 2015



AGENDA ITEM

Meeting Date		
Tuesday, October 13, 2015		
Agenda Item Name		
Variance Request Clermont Ridge		
Requested Action		
Move to approve variance request #1, and to deny variance request #2.		
Staff Report		
The applicant is requesting two variances in order to construct a new commercial development with shared parking. The proposed development will consist of three commercial buildings totaling 15,500 square feet. For the first variance request, the applicant is requesting a landscape buffer of less than 20 feet adjacent to a right-of-way. In this case, the applicant's parcel is behind a Florida Department of Transportation water retention area that is adjacent to Highway 50. The land development code requires a 20-foot landscape buffer along this northern buffer of the development, but the applicant is proposing a 10-foot landscape buffer at this location. The water retention area is approximately 60 feet wide and 500 feet long. The portion of the site that is not behind the water retention area (east of the driveway) will have the required 20-foot landscape buffer. For the second variance, the applicant wishes to configure the parcels so they share a common driveway and to eliminate the typical 10-foot side landscape buffer between parcels. This type of request is generally processed along with a conditional use permit, but this development did not trip the land development regulations to require a CUP.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Application	Application.pdf	
2. Location Map	Location Map.doc	
3. Site plan	Site plan.pdf	
4. Review Criteria	Staff Findings.doc	
5. Legal ad	VAR Legal AD.docx	



CITY OF CLERMONT
VARIANCE
Application

DATE: Sep 21, 2015

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): Clermont Ridge

APPLICANT: Clermont Ridge Investors, LLC

CONTACT PERSON: Ryan Stahl

Address: 630 S. Maitland Avenue, Suite 100

City: Maitland State: Florida Zip: 32751

Phone: 407-628-0077 Fax: 407-624-3414

E-Mail: rstahl@equinox-development.com

OWNER: Rocky Mount Development Co., Inc. C/O Tom Dougherty

Address: 735 Almond Street Suite A

City: Clermont State: Florida Zip: 34711

Phone: 352-394-6151 Fax: 321-400-5188

Address of Subject Property: *Lot 1-1225, Lot 2-1275, Lot 3-1295*
~~13322 State Road 50~~, Clermont, FL 34711

General Location: South of SR 50, east of Grand Hwy, west of
Sandhill View Blvd and north of Hooks St

Legal Description (include copy of survey): CLERMONT, LAKE HIGHLANDS
29-22-26 BEG AT E LINE OF TRACT 22 THAT IS S LINE OF
FDOT R/W, RUN S ALONG E LINE 500 FT, N 89-39-36 W TO
W BOUNDARY OF SAID TRACT 22, N TO FDOT R/W, (con't)

Land Use (City verification required): Commercial

Zoning (City verification required): C-2

Legal Description (continued from above): E ALONG SAID S'LY FDOT R/W TO
POB, BEING PART OF TRACT 22 PB 2 PG 25 ORB 860 PG 1354 ORB 1004 PG 270



CITY OF CLERMONT

VARIANCE

Application

Page 2

Answers to the following questions are required to complete this application.

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:
Please see attached sheet.

What are you proposing to do that would require a variance and why? Please see attached sheet.

How does the Code create a hardship? Please see attached sheet.

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

Variance requested – subject and code section: Please see attached sheet.

Sec. 86-174. Review criteria and findings.

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

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

Please see attached sheet.

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

Please see attached sheet.



CITY OF CLERMONT

VARIANCE

Application

Page 3

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

Please see attached sheet.

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

Please see attached sheet.

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

Please see attached sheet.

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

Please see attached sheet.

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

Please see attached sheet.



CITY OF CLERMONT
VARIANCE
Application
Page 4

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

Ryan Stahl
Applicant Name (print)

X [Signature]
Applicant Name (signature)

Owner Name (print)

X _____
Owner Name (signature)

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

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

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

Variance Justification

City Zoning Ordinance (LDC Section) from which you are requesting relief:

1. Section 118-37(d)(1) – Perimeter Landscape buffers between abutting properties
2. Section 118-37(e)(1) – Buffers adjacent to right-of-way for non-residential uses

What are you proposing to do that would require a variance and why?

The applicant is proposing to improve the vacant, undeveloped subject property with the construction of a multi-use commercial development to provide service to the local community. The applicant wishes to provide a development that appears common and cohesive, rather than each user appearing stand-alone and separate.

How does the Code create a hardship?

The application of the Code would create hardships due to site constraints resulting from its application. The requirement for landscape buffers for each internal out-parcel line would impact the usable area and viability of the property. Zero foot (0-ft) internal landscape buffers will allow for shared driveway use, which by reducing excessive traffic thoroughfares will improve site safety (vehicular and pedestrian). Shared driveways also assist with reducing gross impervious pavement, and with the providing of parking spaces, in lieu of driveways, will give way to intermittent landscape islands to help mitigate Urban Heat Island Effect.

Variance requested – subject and code section:

1. Code Section 118-37(d)(1) – Perimeter landscape buffer between abutting properties, Minimum Width: "...A minimum ten-foot (10-ft) wide landscape buffer shall be provided between abutting property boundaries..."

Variance request: Allow a zero foot (0-ft) landscape buffer along internal/abutting property (out-parcel) lines (for property lines between Lots 1, 2, 3, and/or Tract A).

2. Code Section 118-37(e)(1) – Buffers adjacent to right-of-way for non-residential uses, Minimum Width: "A minimum 20-foot wide landscape buffer shall be required along arterial and collector roads..."

Variance request: Allow a 10-ft wide landscape buffer for the portion of subject property located behind the FDOT pond and drainage facility (portion of property west of SR-50 access driveway), which was dedicated for SR-50 right-of-way. However, a 20-ft landscape buffer along SR-50 will be provided on the eastern portion of the property (east of SR-50 access driveway).

Sec. 86-174: Review criteria and findings

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

Applicant response: Along the frontage of the property on SR-50 right-of-way, an FDOT stormwater pond and drainage swale exists which, through right-of-way dedication, has offset the property frontage approximately 25-ft backwards from the original r/w. With this, site visibility is impacted due to the offset. Additionally, with the 25-ft of FDOT land, a 'quasi' 25-ft landscape buffer is already provided between the SR-50 sidewalk and subject property line.

Additionally, the layout for the proposed commercial development has also been configured to accommodate the Sandy Grove Ave. right-of-way roadway alignment, located at the east-southeast corner of the property.

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

Applicant response: The FDOT right-of-way and Sandy Grove Ave. right-of-way were established by governmental entities to promote the public safety and accommodate local traffic. Property was acquired from the parent parcel to accommodate the proposed FDOT improvements.

The variances requested is also based on FDOT recommendation that the development have shared access driveways in order to reduce the number of driveway(s) exiting onto SR-50. The subject property has limited access to the SR-50 that would make it impractical to subdivide in the traditional methods dictated by City Code. Therefore to facilitate access and permitting requirements, shared driveways on the property lines are proposed.

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

Applicant response: The subject property has limited access to the adjacent streets and highways that would make it impractical to subdivide in the traditional methods dictated by City Code. Furthermore, the adjacent existing FDOT drainage facility has further reduced direct access and visibility to the subject site.

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

Applicant response: The subject property has limited access to the adjacent streets and highways that would make it impractical to subdivide in the traditional methods dictated by City Code. The request for variance is not based on reducing costs, but based on improving the functionality of the proposed commercial development.

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

Applicant response: The variance requested is the minimum necessary to make possible the reasonable use of the land. Request for 0-ft internal landscape buffer to promote shared driveways is the minimum necessary. And providing a 10-ft landscape buffer along SR-50 (in lieu of 20-ft) for a portion of the site (west of SR-50 access), is the minimum necessary.

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

Applicant response: The applicant contends granting of the variance requests will not confer on the applicant any special privilege based on the unique limiting condition of the FDOT frontage.

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

Applicant response: Granting of the variance requests will allow an integrated parking and shared driveway solution that complements cohesive commercial development, and it will not diminish property values or essential character of the surrounding commercial area.

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

Applicant response: Granting of the variance will promote safe accessibility to the commercial development and will not be injurious to the surrounding properties or detrimental to public welfare.

LAKE COUNTY CONNECT INTERACTIVE MAP

Search

All 1017629

1 Feet 100 Feet

Map

About

Home

Print

Clear

Layers

Buffer

Measure

Select

Identify

Full Screen

Print

Home

Always display results after performing a search, buffer or selection

DOWNLOAD RESULTS TO CSV/EXCEL

1017629
13322 STATE ROAD 50 CLERMONT FL 34711
Owner: ROCKY MOUNT DEVELOPMENT CO INC OTO TOM K DOUGHERTY ATTY
Owner Address: 735 ALMOND ST STE A CLERMONT, FL 34711

MapInfo Available
Esri, ArcGIS, MapInfo, Text, Call, Mail
Building, Furniture, Public Services, Goods
Main Street View, Bing, Baidu, Etc. FEMA
Flood Map

1017629
13322 STATE ROAD 50 CLERMONT FL 34711
Owner: ROCKY MOUNT DEVELOPMENT CO INC OTO TOM K DOUGHERTY ATTY
Owner Address: 735 ALMOND ST STE A CLERMONT, FL 34711
Parcel Number: 092226130502200000
Parcel Type: Land Base
Subdivision: LAKE HIGHLANDS COMPANY
PLAT R26-122-529, CLERMONT
Year Built:
Land Value: \$11,098
Building Value: \$
Misc Value: \$
Total Just Value: \$11,098
Last Sale Price: \$149,200
Last Sale Date: 11/30/1985
Millage: 0.000





LOCATION MAP

This document, together with the concepts and designs presented herein, is an instrument of service, is intended only for the specific purpose and client, for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

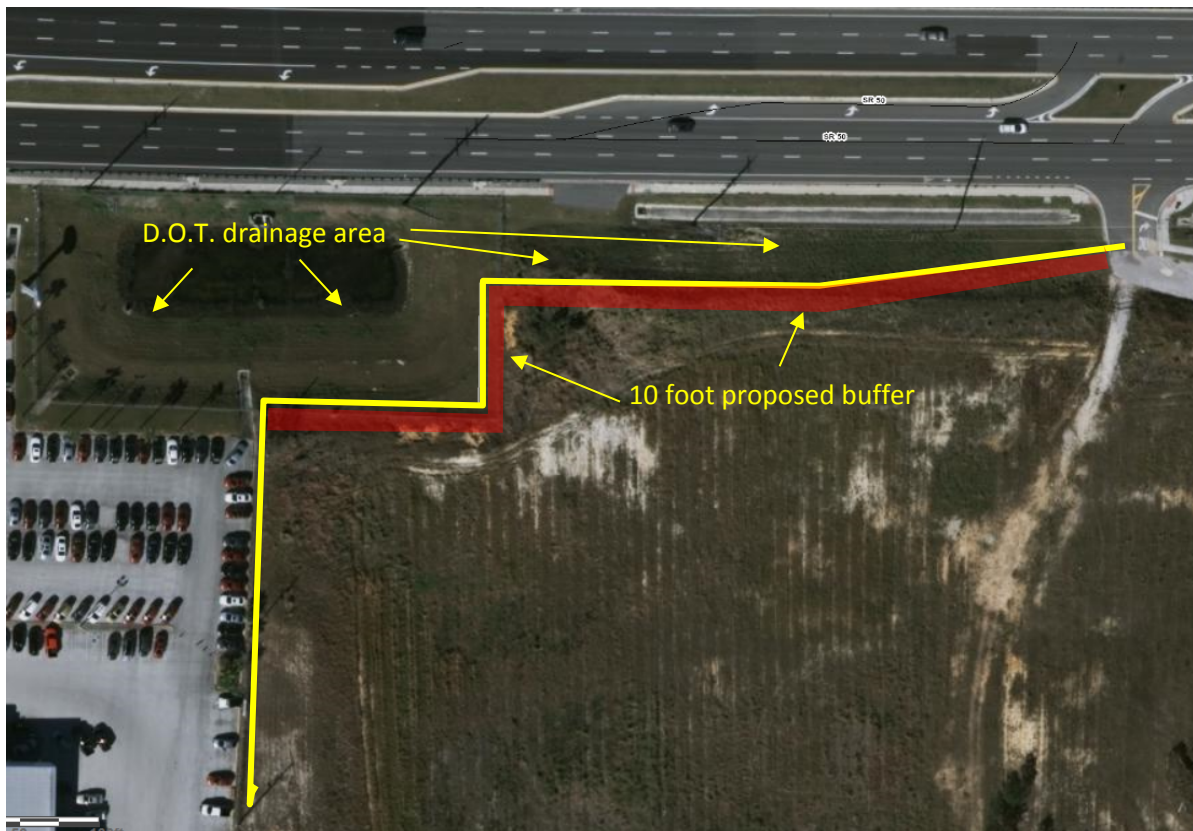
SCALE	N.T.S.	 © 2015 KIMLEY-HORN AND ASSOCIATES, INC. 3880 Maguire Blvd., Suite 200, Orlando, FL 32803 PHONE (407) 898-1511 WWW.KIMLEY-HORN.COM CA 0000666	DATE	09-23-2015	CLERMONT RIDGE LOCATION MAP	DESIGN ENGINEER:	SHEET NUMBER A-1
DESIGNED BY	SHS		PROJECT NO.	-		FLORIDA P.E. LICENSE NUMBER:	
DRAWN BY	SHS						
CHECKED BY	RJO						

This document, together with the concepts and designs presented herein, as an instrument of service, is provided only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kierulff-Han and Associates, Inc. shall be without liability to Kierulff-Han and Associates.

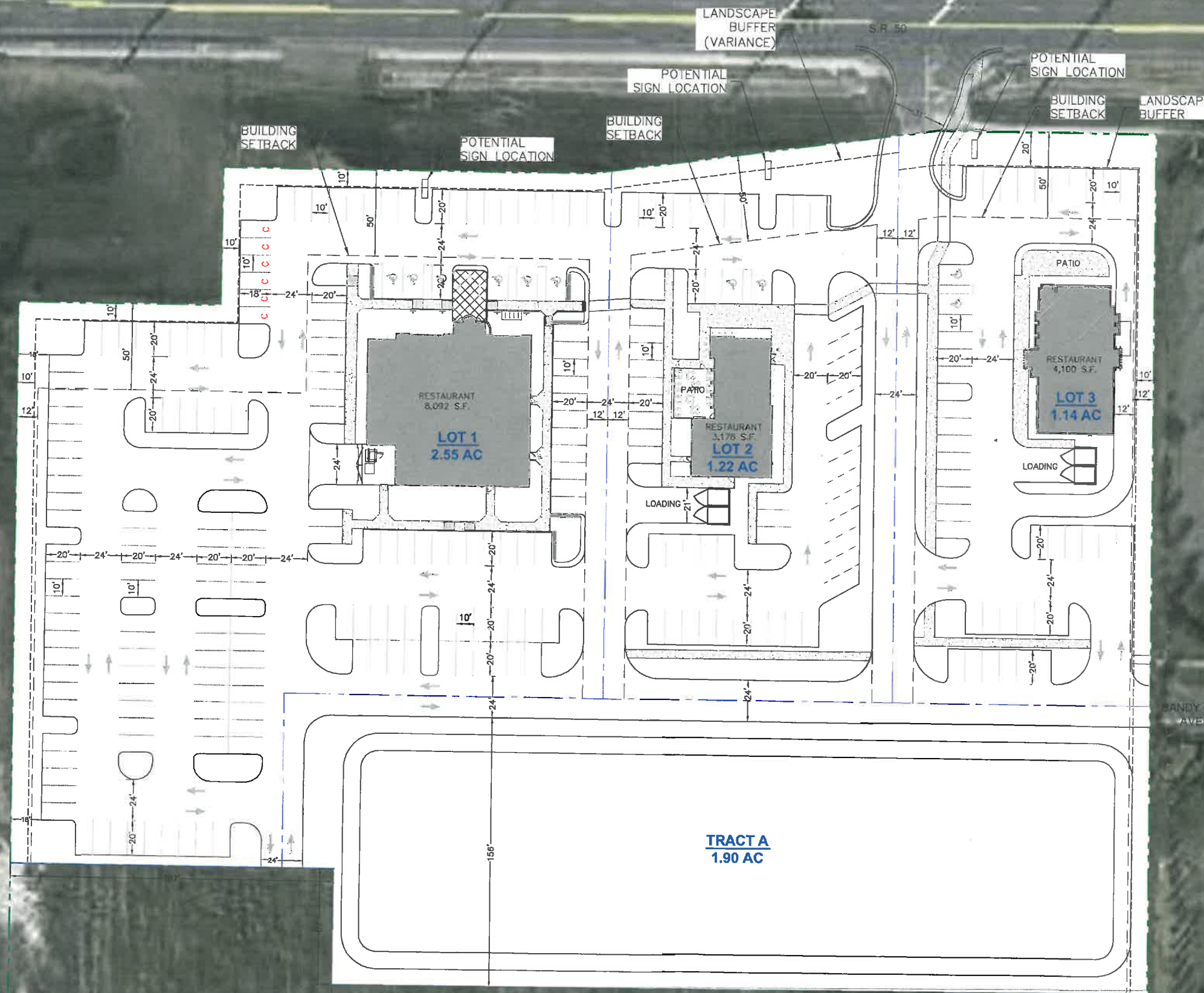


Drawing name: K-	SCALE	N.T.S.	DATE 09-23-2015	CLERMONT RIDGE AERIAL MAP	DESIGN ENGINEER:	SHEET NUMBER A-2
	DESIGNED BY	SHS			FLORIDA P.E. LICENSE NUMBER:	
	DRAWN BY	SHS				
	CHECKED BY	RJO				
 © 2015 KIMLEY-HORN AND ASSOCIATES, INC. 3050 Maguire Blvd., Suite 200, Orlando, FL 32803 PHONE (407) 898-1511 WWW.KIMLEY-HORN.COM CA 00000695			PROJECT NO.			

Location Map:



K:\PRL_Civil\MARKETING\Jim Martin marketing\Stahl-Clermont - Rocky Mount\Concept\SP-04 - no logo.dwg



SITE DATA

LOT 1	
LOT AREA	2.55 AC
BUILDING AREA	8,092 SF
REQUIRED PARKING	
RESTAURANTS	
(1 SPACE PER 50 SF OF PATRON USE	
+ 1 PER 4 EMPLOYEES)	
ASSUMED 4,045 SF PATRON USE	81 SPACES
ASSUMED 32 EMPLOYEES	8 SPACES
TOTAL REQUIRED	89 SPACES
PROVIDED PARKING	173 SPACES

LOT 2	
LOT AREA	1.22 AC
BUILDING AREA	3,178 SF
REQUIRED PARKING	
RESTAURANTS	
(1 SPACE PER 50 SF OF PATRON USE	
+ 1 PER 4 EMPLOYEES)	
ASSUMED 1,272 SF PATRON USE	25 SPACES
ASSUMED 8 EMPLOYEES	2 SPACES
TOTAL REQUIRED	27 SPACES
PARKING PROVIDED	55 SPACES

LOT 3	
LOT AREA	1.14 AC
BUILDING AREA	4,100 SF
REQUIRED PARKING	
RESTAURANTS	
(1 SPACE PER 50 SF OF PATRON USE	
+ 1 PER 4 EMPLOYEES)	
ASSUMED 1,755 SF PATRON USE	35 SPACES
ASSUMED 8 EMPLOYEES	2 SPACES
TOTAL REQUIRED	38 SPACES
PARKING PROVIDED	42 SPACES

TOTAL AREA OF LOTS 4.91 AC

TRACT A	
TRACT AREA	1.90 AC
POND AREA (TOP OF BANK)	1.42 AC (21%)

TOTAL DEVELOPABLE AREA 6.82 AC

LEGEND

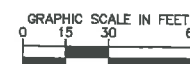
---	PROPERTY BOUNDARY
---	LOT LINE
---	LANDSCAPE BUFFER
---	BUILDING SETBACK

CLERMONT RIDGE

CITY OF CLERMONT, FLORIDA

CONCEPTUAL SKETCH

09/22/15 - CONTACT REGAN O'LAUGHLIN, P.E. (407) 427-1611



Kimley»Horn

Clermont Ridge - Variance

The requirements for a variance are as follows:

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

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

FINDINGS:

- (1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;
Applicant response: Along the frontage of the property on SR-50 right-of-way, an FDOT stormwater pond and drainage swale exists which, through right-of-way dedication, has offset the property frontage approximately 25-ft backwards from the original r/w. With this, site visibility is impacted due to the offset. Additionally, with the 25-ft of FDOT land, a ‘quasi’ 25-ft landscape buffer is already provided between the SR-50 sidewalk and subject property line.

Additionally, the layout for the proposed commercial development has also been configured to accommodate the Sandy Grove Ave. right-of-way roadway alignment, located at the east-southeast corner of the property.

Staff comments: The FDOT pond is a unique feature adjacent to this parcel that is not common with other Highway 50 parcels.

Positive finding

Staff does not consider the elimination of the internal landscape buffer a special circumstance.

Negative finding

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

Applicant response: The FDOT right-of-way and Sandy Grove Ave. right-of-way were established by governmental entities to promote the public safety and accommodate local traffic. Property was acquired from the parent parcel to accommodate the proposed FDOT improvements.

The variances requested is also based on FDOT recommendation that the development have shared access driveways in order to reduce the number of driveway(s) exiting onto SR-50. The subject property has limited access to the SR-50 that would make it impractical to subdivide in the traditional methods dictated by City Code. Therefore to facilitate access and permitting requirements, shared driveways on the property lines are proposed.

Staff comments: The first variance request is created by the FDOT pond, and was not created by the applicant.

Positive finding

Staff feels the elimination of landscape buffers between parcels is created by the applicant.

Negative finding

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

Applicant response: The subject property has limited access to the adjacent streets and highways that would make it impractical to subdivide in the traditional methods dictated by City Code. Furthermore,

the adjacent existing FDOT drainage facility has further reduced direct access and visibility to the subject site.

Staff comments: Other similar commercial parcels have been granted similar variance requests.

Positive finding

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

Applicant response: The subject property has limited access to the adjacent streets and highways that would make it impractical to subdivide in the traditional methods dictated by City Code. The request for variance is not based on reducing costs, but based on improving the functionality of the proposed commercial development.

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

Positive finding

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

Applicant response: The variance requested is the minimum necessary to make possible the reasonable use of the land. Request for 0-ft internal landscape buffer to promote shared driveways is the minimum necessary. And providing a 10-ft landscape buffer along SR-50 (in lieu of 20-ft) for a portion of the site (west of SR-50 access), is the minimum necessary.

Staff comments: The applicant is trying to maximize the potential use of the site by requesting the variance for the reduction in the landscape buffer.

Positive finding

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

Applicant response: The applicant contends granting of the variance requests will not confer on the applicant any special privilege based on the unique limiting condition of the FDOT frontage.

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

Positive finding

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

Applicant response: Granting of the variance requests will allow an integrated parking and shared driveway solution that complements cohesive commercial development, and it will not diminish property values or essential character of the surrounding commercial area.

Staff comments: The proposed variance does not seem to substantially diminish property values or alter the essential character of the area. The proposed commercial development may increase property values in the area due to developing a vacant site.

Positive finding

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

Applicant response: Granting of the variance will promote safe accessibility to the commercial development and will not be injurious to the surrounding properties or detrimental to public welfare.

Staff comments: Staff feels that granting the variance will be in harmony with the general intent and purpose of the land development code for the landscape buffer. The applicant will be landscaping the area along SR 50 that will provide screening of the buildings and meeting the intent of the buffer.

Positive finding

STAFF RECOMMENDATION:

Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that all eight have been met for variance request #1 regarding the reduction of the 20 foot right-of-way buffer. Staff believes that two of the eight findings have not been met for Variance #2 regarding the elimination of internal landscape buffers.

Therefore, staff recommends approval for variance request #1, and denial for variance request #2.

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variances: (1) to allow for the elimination of a landscape buffer along internal property lines – rather than a 10 foot landscape buffer as required by the Land Development Code, Section 118-37(d)(1); and (2) to allow for a landscape buffer less than 20 feet – rather than a 20 foot wide landscape buffer as required in the Land Development Code, Section 118-37(e)(1) at the following location:

LOCATION

Vacant property (Alt. Key 1017629)
East of Ford of Clermont, south of State Road 50

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

This request will be heard by the City Council at a public hearing to be held on Tuesday, October 13, 2015 at 6:30 P.M. in the Clermont City Hall located at 685 West Montrose Street.

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

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
October 6, 2015



CITY OF CLERMONT

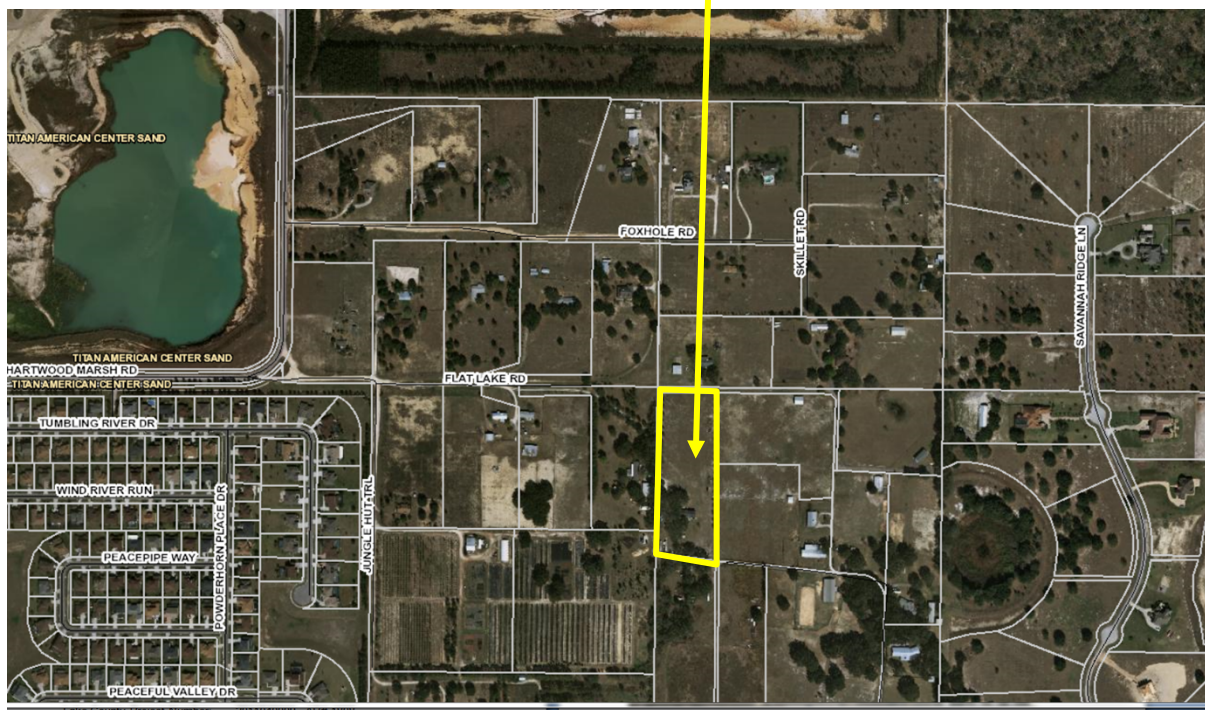
AGENDA ITEM

Page 1 of 1

Meeting Date															
Tuesday, October 13, 2015															
Agenda Item Name															
Joint Planning Area															
Requested Action															
Staff Report															
Lake County staff is requesting a recommendation from the Clermont City Council for a Joint Planning Area (JPA) variance request. Skyway Towers, LLC is proposing the installation of a 199-foot communications tower. The 4.8-acre site is located in the southeast portion of the JPA, just south of the Titan sand mine off Hartwood Marsh Road. Because this site is within the City of Clermont and the Lake County JPA overlay area, a plans review and recommendation to Lake County are requested for this proposal. In accordance with the City's land development code (LDC) and the JPA regulations, antenna support structures are regulated to a maximum height of 140 feet: <i>JPA Section 15.02.04 (J) – Cell towers. Height Limitations: Support structures and attached antennas shall not exceed 140 feet in height. Measurement shall include base pad, structure, and any other attachments.</i> In addition, towers are required to be camouflaged. Skyway Towers' proposed camouflage "pine" tower configuration would meet this requirement. Other LDC requirements have been met. The information provided below for the parcel is from County staff for the City's review of the proposed communications tower: <table><tr><td>Lake County Project Number:</td><td>2015040010, AR# 2697</td></tr><tr><td>Applicant:</td><td>Skyway Towers, LLC</td></tr><tr><td>Project:</td><td>Communication Tower</td></tr><tr><td>Location:</td><td>10738 Foxhole Road</td></tr><tr><td>Size of Parcel:</td><td>4.8 +/- acres</td></tr><tr><td>Lake County Future Land Use:</td><td>Rural</td></tr><tr><td>Lake County Zoning:</td><td>Agricultural</td></tr></table> If the City Council recommends approval of the communications tower at the 199-foot height, staff recommends that the tower be limited to the single monopole camouflage design.		Lake County Project Number:	2015040010, AR# 2697	Applicant:	Skyway Towers, LLC	Project:	Communication Tower	Location:	10738 Foxhole Road	Size of Parcel:	4.8 +/- acres	Lake County Future Land Use:	Rural	Lake County Zoning:	Agricultural
Lake County Project Number:	2015040010, AR# 2697														
Applicant:	Skyway Towers, LLC														
Project:	Communication Tower														
Location:	10738 Foxhole Road														
Size of Parcel:	4.8 +/- acres														
Lake County Future Land Use:	Rural														
Lake County Zoning:	Agricultural														
Additional Analysis															
Fiscal Impact Summary															

Fiscal Impact		Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	Location Map	Location Map.doc	
2.	Site plan	Skyway Tower.pdf	

Location Map:

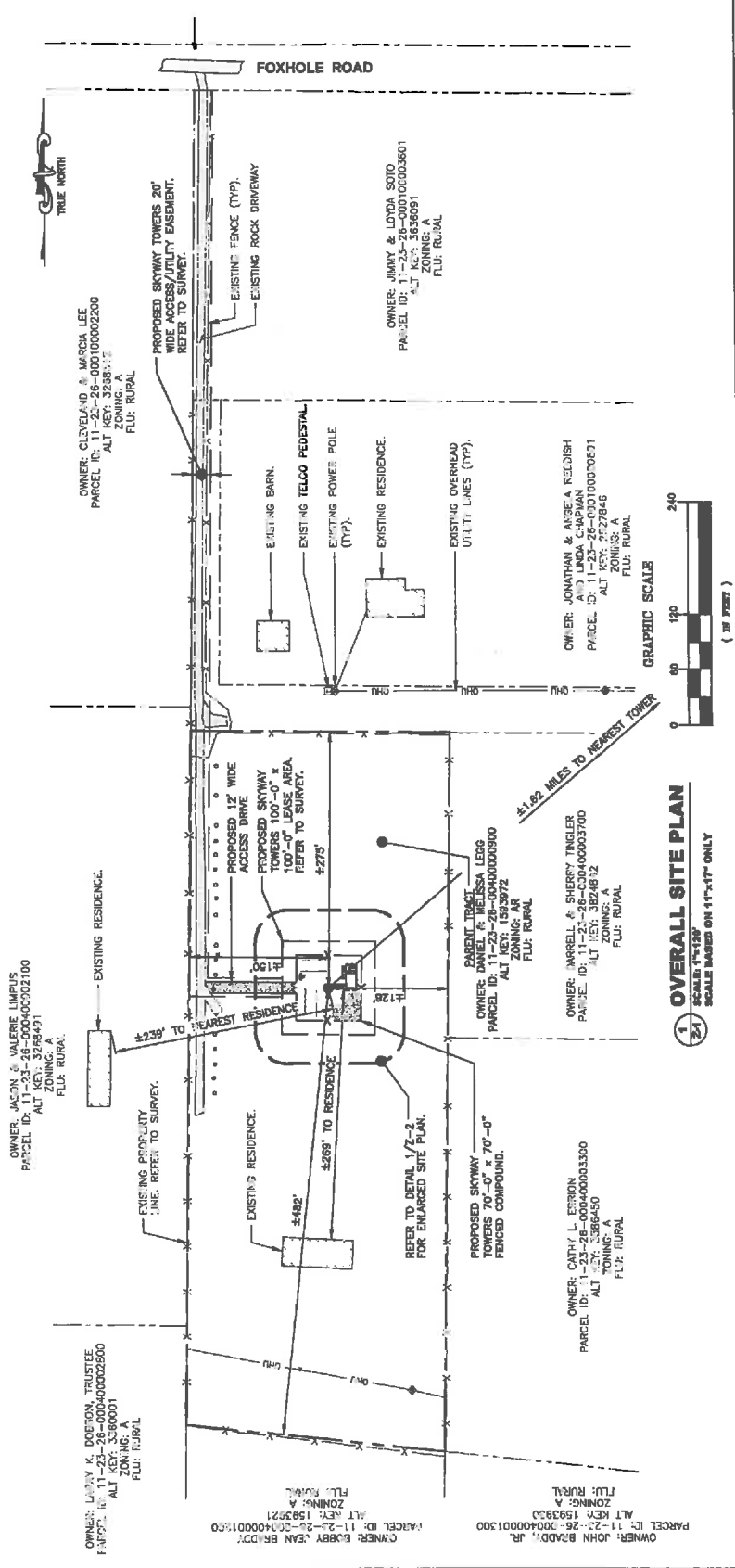


NOTES:

1. THE PROPERTY SHOWN HEREON FALLS WITHIN FLOOD ZONE "X" AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 120080675E, DATED DECEMBER 16, 2012. NO FIELD MEASUREMENTS WERE USED IN THIS DETERMINATION.
2. DEVELOPED AREA: DRIVE = 970 S.F.
PROPOSED GRAVEL: 100' X 100' LEASE AREA = 10,000 S.F.
TOTAL IMPERVIOUS = 10,970 S.F.
3. REFER TO SURVEY FOR LEGAL DESCRIPTION OF LEASE AREA AND ALL EASEMENTS. (AREA = 180 S.F.)
4. TOWER SHALL BE DESIGNED FOR FOUR (4) CARRIERS.
5. TOWER SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF EM/TIA 222-G STANDARDS AS WELL AS ALL LOCAL BUILDING CODES.
6. PER FAA REQUIREMENTS, THE TOWER SHALL NOT BE ARTIFICIALLY LIGHTED.

DIRECTION	REQUIRED EASEMENT SETBACK	PROPOSED EASEMENT SETBACK	REQUIRED EASEMENT SETBACK	PROPOSED EASEMENT SETBACK
NORTH	25'	±250'	100'	±275'
SOUTH	25'	±484'	100'	±482'
EAST	25'	±98'	100'	±128'
WEST	25'	±169'	100'	±150'

2 AERIAL PHOTO SCALE 1"=100'



SKYWAY TOWERS
20525 AMBERFELD DR.
SUITE 102, 34638
LAND O LAKES, FL

PLANS PREPARED BY

Kimley»Horn
665 NORTH FRANKLIN STREET, SUITE 130
TAMPA, FL 33602
PH: 813.251.1000
WWW.KIMLEY-HORN.COM

REV. NO. DATE BY DESCRIPTION

REV. NO.	DATE	BY	DESCRIPTION
1	04/14/19	REVIEWED PER COMMENTS	
2	04/19/19	ISSUED FOR REVIEW	

DRAWN BY: MAM

CHECKED BY: AND

DATE PROJECT MODIFIED: 1/6/13/005

200-DEP SEAL

PROJECT INFORMATION

PROJECT NAME: SKYWAY TOWERS

PROJECT ADDRESS: 20525 AMBERFELD DR., SUITE 102, LAND O LAKES, FL 34638

PROJECT NUMBER: 19-0001

PROJECT DATE: 04/14/19

PROJECT STATUS: ISSUED FOR REVIEW

PROJECT SCALE: 1"=150'

PROJECT SHEET: Z-1

PROJECT TOTAL SHEETS: 2

PROJECT CLIENT: SKYWAY TOWERS

PROJECT CONTACT: JIMMY L. EHRON

PROJECT PHONE: 813.251.1000

PROJECT FAX: 813.251.1001

PROJECT EMAIL: jimmy@kimley-horn.com

PROJECT WEBSITE: www.kimley-horn.com

PROJECT ADDRESS: 20525 AMBERFELD DR., SUITE 102, LAND O LAKES, FL 34638

PROJECT MAP: 19-0001

PROJECT SCALE: 1"=150'

PROJECT SHEET: Z-1

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PROJECT MAP: 19-0001



SKYWAY TOWERS
20525 AMBERFIELD DR.
SUITE 102
LAND O LAKES, FL 34638

PLANS PREPARED BY

Kimley»Horn

605 NORTH FRANKLIN STREET, SUITE 130
TAMPA, FL 33602
PHONE (813) 880-1460
WWW.KIMLEY-HORN.COM

REV	DATE	DESCRIPTION	BY
1	04/14/15	REVISED PER COMMENTS	MAM
2	04/29/15	BRIDLED FOR REVIEW	MAM
3	05/01/15	CHECKED BY	AWD
4	05/01/15	PROJECT NUMBER	14410005
5	05/01/15	ISSUED FOR	

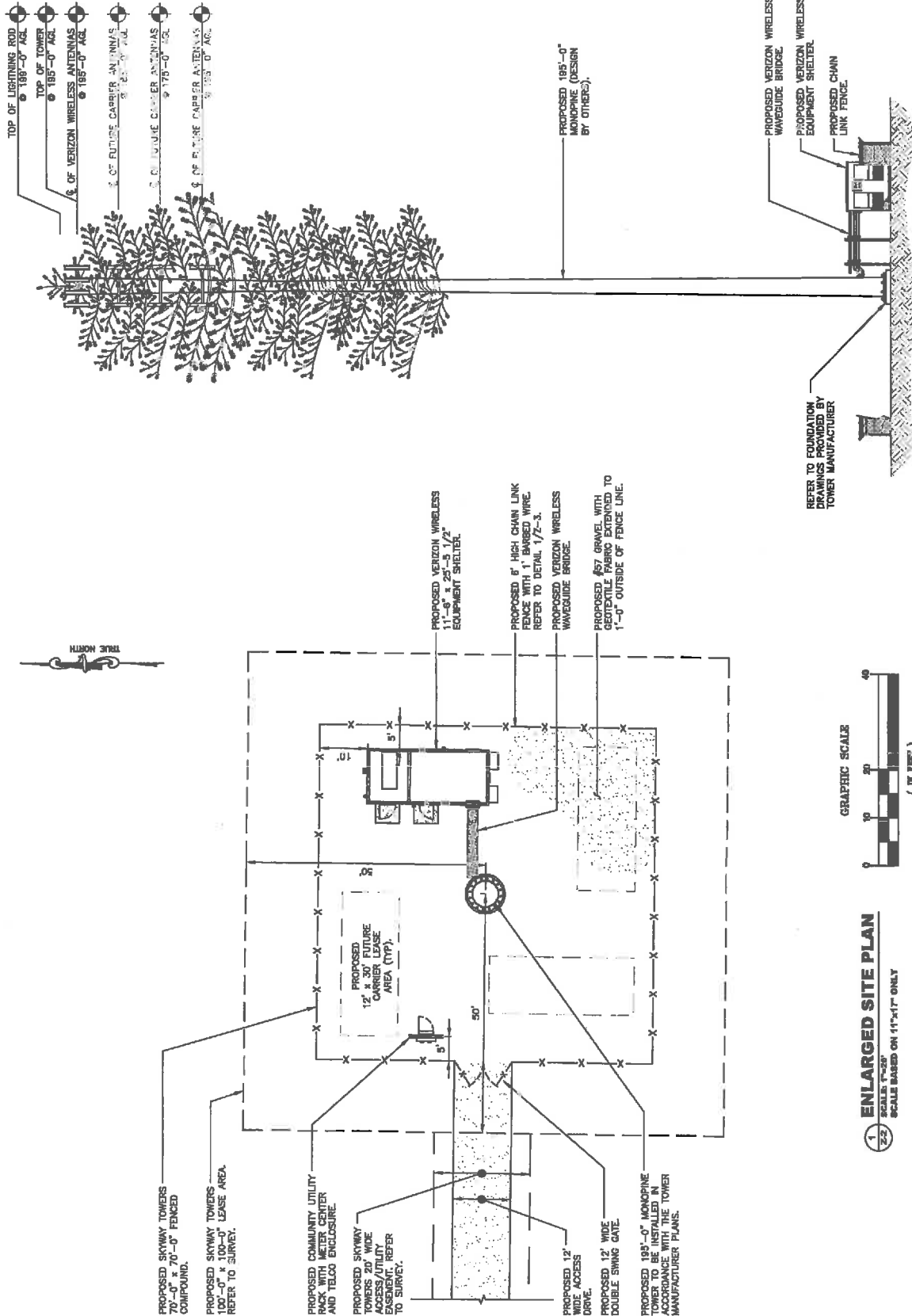
MANUFACTURER, EQUIPMENT LAYOUT, AND
FOUNDATION DRAWINGS PROVIDED BY
TOWER MANUFACTURER

CENTER LAKE
FL-01013
10738 FOXHOLE ROAD
CLERMONT, FL 34711

SHEET TITLE

**ENLARGED SITE PLAN
AND TOWER ELEVATION**

2-2





655 NORTH FRANKLIN STREET, SUITE 150
TAMPA, FL 33602
PHONE (813) 820-1450
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ENHANCED SAFETY

CENTER LAKE
FL-01013

SWEET MAXWELL

Z-3



1 **FENCE DETAIL**
SCALE: N.T.S.

1 23



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, October 13, 2015			
Agenda Item Name			
Resolution No. 2015-36			
Requested Action			
Approval of Resolution 2015-36			
Staff Report			
<u>CRA Expansion Area Finding of Necessity</u> The current CRA District includes 157 acres of mixed development. In order to grow and redevelop the district, some areas that had originally been excluded have been proposed to be included in the CRA District. This increase adds about 221 acres for a total of 378 acres. The expanded area reflects those areas outlined in the Downtown & Waterfront Master Plan, and the projects that were outlined in that document during the development process. The Finding of Necessity (FON) is a state requirement to assess an area that is proposed for a CRA District. This assessment of the area determines some of the following items: * Substantial number of deteriorated or deteriorating structures; * Unsafe or Unsanitary Conditions; * Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation; * Site deterioration or other improvement The CRA has already approved and forwarded the FON to the City Council for approval. The next steps include CRA recommendation for approval of the new CRA Redevelopment Plan to the <i>P & Z Commission</i> on November 6, 2015. The <i>P&Z</i> would then need to approve the CRA Plan based on current Codes, and forward it to the City Council. Adoption of the new CRA Redevelopment Plan is currently scheduled for City Council to consider on November 10, 2015 for introduction, and adoption on December 8, 2015.			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	Resolution No. 2015-36, CRA Finding of Necessity	2015-36 CRA Finding of Necessity.pdf	

**CITY OF CLERMONT
RESOLUTION NO. 2015-36**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, RELATING TO COMMUNITY REDEVELOPMENT; FINDING THE EXISTENCE OF BLIGHT CONDITIONS IN AN AREA OF THE CITY OF CLERMONT; MAKING CERTAIN FINDINGS AND DETERMINATIONS; EXPANDING THE COMMUNITY REDEVELOPMENT AGENCY AREA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Community Redevelopment Act of 1969, Chapter 163, Part III, Florida Statutes as amended, empowers counties and municipalities to undertake community redevelopment in order to eliminate, remedy or prevent slum and blighted areas; and

WHEREAS, a study has been done of the conditions in that part of the City of Clermont, generally known and referred to as the "Downtown, Waterfront, and State Road 50," and more particularly described on Exhibit "A" hereof; such area being referred to herein as the "Area", finding the Area to meet the definition of blighted and that redevelopment is necessary in accordance with 163.355, Part III, Florida Statutes; and

WHEREAS, the results of that study dated August, 2015, prepared by GAI Consultants, Inc., have been presented to the City Council for its consideration and adoption, and included in the public record on October 13, 2015; and

WHEREAS, after having considered the study's determinations and the facts and evidence of conditions in the Area and has received and considered such other evidence of the conditions in the Area as have been presented to it, the City Council has determined that certain actions are appropriate and necessary and should be taken to address the conditions now present and expected to be present in the Area;

WHEREAS, the Redevelopment Area is legal description is generally defined as:

THAT PORTION OF LAND LYING WITHIN THE CITY OF CLERMONT, AND BEING IN SECTIONS 23, 24 AND 25, TOWNSHIP 22 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF BLOCK 145, JOHNSON'S REPLAT OF BLOCKS 141, 142, 143, 144, 145, 146, 115, 117, 118, 119 AND 120, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 71, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN EAST TO THE SOUTHERLY SHORELINE OF LAKE MINNEOLA; THENCE RUN EASTERLY ALONG SAID SOUTHERLY SHORELINE TO THE INTERSECTION OF THE NORTHERLY EXTENSION OF THE EASTERLY RIGHT OF WAY LINE OF EAST AVENUE AS SHOWN ON THE PLAT OF THE CITY OF CLERMONT AS RECORDED IN PLAT BOOK 8, PAGES 17 THROUGH 23, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY SHORELINE RUN SOUTH ALONG SAID EASTERLY RIGHT OF WAY LINE AND IT'S NORTHERLY EXTENSION TO THE INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF CARROLL STREET AS SHOWN ON SAID PLAT OF THE CITY OF

CITY OF CLERMONT
RESOLUTION NO. 2015-36

CLERMONT; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, RUN WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF FIFTH STREET AS SHOWN ON THE PLAT OF CREST-VIEW, AS RECORDED IN PLAT BOOK 5, PAGE 60, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, RUN SOUTH ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE NORTHWEST CORNER OF LOT 31, BLOCK 51, AS SHOWN ON SAID PLAT OF CREST-VIEW; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY, RUN EAST ALONG THE NORTHERLY LINE OF SAID LOT 31 TO THE EASTERLY LINE OF THE WEST 140 FEET OF SAID LOT 31; THENCE DEPARTING THE NORTH LINE OF SAID LOT 31, RUN SOUTH ALONG SAID EASTERLY LINE AND ITS SOUTHERLY EXTENSION TO THE SOUTHERLY RIGHT OF WAY LINE OF OSCEOLA STREET AS SHOWN ON SAID PLAT OF THE CITY OF CLERMONT; THENCE RUN EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE NORTHEAST CORNER OF LOT 13, BLOCK 50, AS SHOWN ON SAID PLAT OF THE CITY OF CLERMONT; THENCE RUN SOUTH ALONG THE EASTERLY LINE OF SAID LOT 13 AND ALSO ALONG THE EASTERLY LINE OF LOT 14 OF SAID BLOCK 50 AND ITS SOUTHERLY EXTENSION TO THE SOUTHERLY RIGHT OF WAY LINE OF MINNEOLA AVENUE AS SHOWN ON SAID PLAT OF THE CITY OF CLERMONT; THENCE RUN WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE EASTERLY RIGHT OF WAY LINE OF FIFTH STREET AS SHOWN ON SAID PLAT OF THE CITY OF CLERMONT; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY, RUN SOUTH ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE SOUTHERLY RIGHT OF WAY LINE OF CHESTNUT STREET AS SHOWN ON THE PLAT OF HIGHLAND TERRACES, AS RECORDED IN PLAT BOOK 5, PAGE 47, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY, RUN WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND ITS EXTENSION WEST TO THE WESTERLY RIGHT OF WAY LINE OF TENTH STREET AS SHOWN ON THE PLAT OF INDIAN HILLS, AS RECORDED IN PLAT BOOK 8, PAGE 86, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY, RUN NORTH ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE NORTHEAST CORNER OF LOT 3, BLOCK 109, AS SHOWN ON THE PLAT OF SUNSET PARK, AS RECORDED IN PLAT BOOK 8, PAGES 17 THROUGH 23, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN WEST ALONG THE NORTHERLY LINE OF SAID LOT 3 AND ALSO ALONG THE NORTHERLY LINE OF LOT 4 OF SAID BLOCK 109, TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE RUN NORTHWESTERLY TO THE NORTHEAST CORNER OF LOT 2, BLOCK 126A, AS SHOWN ON SAID PLAT OF SUNSET PARK; THENCE RUN WEST ALONG THE NORTHERLY LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH, ALONG THE WESTERLY LINE OF SAID LOT 2 AND ALSO ALONG THE WESTERLY LINES OF LOTS 3 AND 4, OF SAID BLOCK 126A TO THE NORTHEAST CORNER OF LOT 7, OF SAID BLOCK 126A; THENCE RUN WEST ALONG THE NORTHERLY LINE OF SAID BLOCK 126A AND ITS EXTENSION WEST, ALONG WITH THE NORTHERLY LINE OF BLOCK 126 OF SAID PLAT OF SUNSET PARK TO THE NORTHWEST CORNER OF LOT 4, OF SAID BLOCK 126; THENCE RUN NORTH ALONG THE EASTERLY LINES OF LOTS 7 THROUGH 10, OF SAID BLOCK 126 TO

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RESOLUTION NO. 2015-36

THE NORTHEAST CORNER OF SAID LOT 10; THENCE RUN WEST ALONG THE NORTHERLY LINE OF SAID LOT 10 AND ITS EXTENSION WEST, TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF TWELFTH STREET AS SHOWN ON THE AFORESAID PLAT OF THE CITY OF CLERMONT; THENCE RUN NORTH ALONG SAID WESTERLY RIGHT OF WAY LINE TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF MONTROSE STREET ALSO BEING THE NORTHEAST CORNER OF LOT 1, BLOCK 140, AS SHOWN ON SAID PLAT OF THE CITY OF CLERMONT; THENCE RUN WEST ALONG THE NORTHERLY LINE OF SAID LOT 1 AND SAID SOUTHERLY RIGHT OF WAY LINE, TO THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING SITUATED ON THE EASTERLY LINE OF THE PARCEL OF LAND AS DESCRIBED IN DEED BOOK 54, PAGE 202, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING DESCRIBED AS THE SOUTH 90 FEET OF THE NORTH 990.00 FEET OF GOVERNMENT LOT 7, SECTION 23, TOWNSHIP 22 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH ALONG SAID EASTERLY LINE AND ALSO ALONG THE WESTERLY LINE OF SAID LOT 1, TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE DEPARTING SAID WESTERLY LINE OF LOT 1, RUN WEST ALONG THE SOUTHERLY LINE OF SAID LANDS TO THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 50 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION, RIGHT OF WAY MAP, SECTIONS 1107-105 AND 1102-104, DATED SEPTEMBER 10, 1951; THENCE DEPARTING SAID SOUTHERLY LINE, RUN NORTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE TO THE INTERSECTION OF THE WESTERLY LINE OF SAID LANDS; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, RUN NORTH ALONG SAID WESTERLY LINE TO THE NORTHWEST CORNER OF SAID LANDS AND ALSO BEING THE SOUTHWEST CORNER OF THE PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 343, PAGE 714, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING DESCRIBED AS THE NORTH 900.00 FEET OF GOVERNMENT LOT 7, OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN NORTH ALONG THE WESTERLY LINE OF SAID LANDS, TO THE NORTHWEST CORNER OF SAID LANDS; THENCE RUN EAST ALONG THE NORTHERLY LINE OF SAID LANDS TO THE SOUTHWEST CORNER OF THE PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 621, PAGE 1514, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING DESCRIBED AS THE SOUTH 220 FEET OF THE EAST 300 FEET OF GOVERNMENT LOT 2, SECTION 23, TOWNSHIP 22 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY LINE, RUN NORTH ALONG THE WESTERLY LINE OF SAID LANDS, TO THE NORTHWEST CORNER OF SAID LANDS; THENCE RUN EAST ALONG THE NORTHERLY LINE OF SAID LANDS, TO THE NORTHEAST CORNER OF SAID LANDS, SAID POINT ALSO BEING SITUATED ON THE WESTERLY LINE OF AFORESAID JOHNSON'S REPLAT OF BLOCKS 141, 142, 143, 144, 145, 146, 115, 117, 118, 119 AND 120; THENCE RUN SOUTH ALONG SAID WEST LINE AND ALSO THE EASTERLY LINE OF SAID LANDS, TO THE INTERSECTION OF THE CENTERLINE OF CARROLL STREET AS SHOWN ON SAID JOHNSON'S REPLAT OF BLOCKS 141, 142, 143, 144, 145, 146, 115, 117, 118, 119 AND 120; THENCE DEPARTING SAID WESTERLY AND EASTERLY LINES, RUN EAST ALONG SAID CENTERLINE TO THE INTERSECTION

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OF THE WESTERLY RIGHT OF WAY LINE OF AFORESAID TWELFTH STREET;
THENCE RUN NORTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE
AFORESAID NORTHEAST CORNER OF BLOCK 145, AND THE POINT OF BEGINNING.
378 Acres +/-

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

SECTION 1. Whereas Clauses Adopted. The above-stated Whereas clauses and legal description for the proposed area are hereby adopted and incorporated into the body of this resolution.

SECTION 2. Findings of Conditions.

The City Council does hereby adopt the August, 2015 report prepared by GAI Consultants, Inc., and based thereon and upon the evidence, data and facts presented to it, does hereby find:

- (a) Conditions are present in the Area which are detrimental to the sound growth of the City of Clermont and which substantially impair or arrest the growth within the Area and adjacent territory, and present conditions in the Area are detrimental to and endanger public health and safety; morals and public welfare and such conditions are leading to economic distress; and
- (b) A substantial number of deteriorated or deteriorating structures are located in the Area; and
- (c) Unsafe and unsanitary conditions exist within the Area; and
- (d) Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities; and
- (e) Deterioration of site and other improvements has occurred and is occurring within the Area; and
- (f) Incidence of crime in the Area is proportionately higher than in the remainder of the City of Clermont; and
- (g) Predominance of defective or inadequate parking facilities and pedestrian accessibility exist within the Area.

SECTION 3. Finding of Necessity.

The City Council does hereby expressly find that the rehabilitation, conservation or redevelopment, or a combination thereof, of the Area are necessary and in the interest of the public health, safety, morals or welfare of the residents of the City of Clermont.

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SECTION 4. Community Redevelopment Area.

Based upon facts presented to it and contained in the public record, the City Council does hereby find the Area contains conditions of blight and is a “blighted area” as defined in Florida Statutes, 163.340 (2006), and that such Area, together with the areas designated by adoption of resolutions by City Council on May 27, 1997, constitutes a Community Redevelopment Area as defined in Florida Statutes 163.340(10) (2006).

SECTION 5. Effective Date.

This Resolution shall take effect immediately upon its approval.

CITY OF CLERMONT
RESOLUTION NO. 2015-36

PASSED AND ADOPTED by the City Council of the City of Clermont, Florida on the 13th day of October, 2015.

CITY OF CLERMONT, FLORIDA

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

EXHIBIT “A”



Potential Community Redevelopment Expansion Area Finding of Necessity

GAI Project Number: R140908.01

August, 2015

Prepared for: City of Clermont

Prepared by: GAI Consultants
Orlando Office
618 East South Street
Suite 700
Orlando, Florida 32801



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1.0 Project Overview

The purpose of this analysis is to provide data that documents potentially blighting conditions, as defined in Section 163, Part III, Florida Statutes (F.S.) (the "Redevelopment Act") within the City of Clermont study area in Lake County, Florida.

1.1 Introduction

The initiative to expand the CRA and update the redevelopment plan for the Clermont area arises from the need to stimulate reinvestment in the area and identify new funding sources which would improve existing conditions and generate additional improvement activity. A redevelopment initiative to identify new market potential for the area and the supporting upgrades and additions to the infrastructure, commercial and/or office uses, and overall physical environment is a necessary component to the broader goal of attracting investment.

Before identifying prospective private sector interest in the area, current blighting influences should be addressed to begin rebuilding the infrastructure necessary to support and attract investment. Deteriorating conditions of structures, utilities, and general physical environment undermine economic development efforts and impede the improvement of the area.

Identifying resources to remove blighting influences is essential to remain competitive in the economic marketplace. An initial step is creating the CRA with community approved boundaries. A Finding of Necessity (FON) assists in identifying a proposed redevelopment area. A subsequent community redevelopment plan will specify the desired improvement projects and implementation steps to execute them. The CRA will be funded in most part by increment revenues designated specifically to the proposed redevelopment area.

The purpose of this analysis is to support the link between the statutory definition of a "blighted area" and the Clermont proposed redevelopment area expansion under examination. If the determination of such conditions of blight can be established based on the statutory definitions set forth in Section 163, Part III, Florida Statutes (F.S.), the "Redevelopment Act," the Community Redevelopment Agency (CRA) can be created, or in this case expanded, in conjunction with preparation and adoption of a redevelopment plan. Analysis of data and documentation of the Clermont Study Area within this report is evaluated based on the provisions established in Florida's Redevelopment Act, Section 163, Part III, Florida Statutes (F.S.).

City of Clermont data, county maps, study area specific maps, and government maintained statistics have been examined in conjunction with GAI Consultants staff interpretations of supplied data in assessing the proposed redevelopment area.

1.2 General Objectives and Purposes of the Redevelopment Act

The purpose of the Redevelopment Act is to assist local governments in preventing and/or eliminating blighted conditions detrimental to the sustainability of economically and socially vibrant communities or areas. The following paragraphs describe those blighting conditions, their specific effects, and the intentions of the community redevelopment regime as a tool for implementing policy and programs.

- Section 163.335(1), F.S. ...[blighted areas] constitute a serious and growing menace, injurious to the public health, safety, morals, and welfare of the residents of the state; that the existence of such areas contributes substantially and increasingly to the spread of disease and crime, constitutes an economic and social liability imposing onerous burdens which decrease the tax base and reduce tax revenues, substantially impairs or arrests sound growth, retards the provision of

housing accommodations, aggravates traffic problems, and substantially hampers the elimination of traffic hazards and the improvement of traffic facilities; and that the prevention and elimination of slums and blight is a matter of state policy and state concern in order that the state and its counties and municipalities shall not continue to be endangered by areas which are focal centers of disease, promote juvenile delinquency, and consume an excessive proportion of its revenues because of the extra services required for police, fire, accident, hospitalization, and other forms of public protection, services, and facilities.

- Section 163.335(2), F.S. ...certain slum or blighted areas, or portions thereof, may require acquisition, clearance, and disposition subject to use restrictions, as provided in this part, since the prevailing condition of decay may make impracticable the reclamation of the area by conservation or rehabilitation; that other areas or portions thereof may, through the means provided in this part, be susceptible of conservation or rehabilitation in such a manner that the conditions and evils enumerated may be eliminated, remedied, or prevented; and that salvageable slum and blighted areas can be conserved and rehabilitated through appropriate public action as herein authorized and the cooperation and voluntary action of the owners and tenants of the property in such areas.
- Section 163.335(3), F.S. ...powers conferred by this part are for public uses and purposes for which public money may be expended and police power exercised, and the necessity in the public interest for the provisions herein enacted is declared as a matter of legislative determination.
- Section 163.335(5), F.S. ...the preservation or enhancement of the tax base from which a taxing authority realizes tax revenues is essential to its existence and financial health; that the preservation and enhancement of such tax base is implicit in the purposes for which a taxing authority is established; that tax increment financing is an effective method of achieving such preservation and enhancement in areas in which such tax base is declining; that community redevelopment in such areas, when complete, will enhance such tax base and provide increased tax revenues to all affected taxing authorities, increasing their ability to accomplish their other respective purposes; and that the preservation and enhancement of the tax base in such areas through tax increment financing and the levying of taxes by such taxing authorities therefor and the appropriation of funds to a redevelopment trust fund bears a substantial relation to the purposes of such taxing authorities and is for their respective purposes and concerns.
- Section 163.335(6), F.S. ...there exists in counties and municipalities of the state a severe shortage of housing affordable to residents of low or moderate income, including the elderly; that the existence of such condition affects the health, safety, and welfare of the residents of such counties and municipalities and retards their growth and economic and social development; and that the elimination or improvement of such conditions is a proper matter of state policy and state concern is for a valid and desirable purpose.

According to Chapter 163.356 of the Redevelopment Act, a FON analysis focuses on a determination of blight and/or slum conditions in an area which may "*constitute a serious and growing menace, injurious to the public health, safety, morals, and welfare of the residents of the state,*" and negatively burden a community's traffic system, utilities, ad valorem revenues, property values, and social fabric which would otherwise contribute positively to the economic stability of the community. As a simultaneous operation in conjunction with the finding of such a blighted area, the need for a CRA is established.

The CRA will possess the authority to govern the course of action concerning the redevelopment and rehabilitation of the Study Area, and further, in the corporate limits of the City of Clermont in the case that the governing body of the City has acceded in the redevelopment plan set forth by the City.

1.3 Declarations and Process

The initial step in pursuing the expansion of an existing CRA is documenting the existing conditions. This analysis of the Clermont Study Area summarizes the extent and effects of blight which lead to the deterioration of economic, social, and physical components of the Study Area. This analysis documenting the extent of blight, represented through the physical conditions, economic instability, and conclusionary analysis in support of that documentation is referred to herein as the "Report." GAI Consultants' staff, along with Clermont staff, has analyzed government maintained statistics and reports and the physical condition of the area, resulting in the documentation and analysis of the blighting conditions of the Study Area contained within this Report.

1.4 Historical Perspective and Integrity of the Study Area

Clermont is situated in Lake County which was named for its over 1,400 named lakes. Strategically located just west of Orlando and north of Disney World, Clermont has a population of over 29,000 based on 2013 Census data. With over 14.8 square miles Clermont is the second largest city in Lake County with the largest population of all cities in Lake County. Unemployment rates in Lake County and the cities within Lake County have been on the rise over the last four years. According to 2013 Census estimates, Lake County's unemployment rate was 12.0%, while the unemployment rate in Clermont was 10.8%. These rates represent an increase over the unemployment rates of 2010 when Lake County's unemployment rate was 8.1% and Clermont's unemployment rate was 8.3%.

The city was founded in 1884 and incorporated in 1916. The history of Clermont mirrored that of many other cities, following a path of decline prior to the creation of the City's Downtown Redevelopment Area in 1997. In the years following WWII, the automobile and the mobility that it afforded the average American redefined development patterns and business location decisions. As new highways and interstates were constructed to meet the demands of an increasingly auto-oriented society, many businesses abandoned downtowns for the increased visibility and accessibility of highway commercial centers. As a consequence, many traditional downtown areas became less economically vital and attracted less private and public investment. Buildings and infrastructure were allowed to deteriorate, contributing to the decline of downtown viability and property values.

In 1997 by adoption of Resolution No. 950, the City of Clermont identified the Downtown Redevelopment Area and created the Downtown Clermont Redevelopment Agency whose charge was to prepare a redevelopment plan, implement planned projects and obtain the necessary funding. The downtown area continues to be the focal point of a robust and growing community and the continued redevelopment of the 157 acres within the redevelopment area has been a continuing effort. New studies, projects and cooperation within from the business and residential community within the redevelopment area are necessary to continue these efforts.

The goals and objectives of the plan were kept broad enough to allow for flexibility in the projects which would be implemented, but also realistic to ensure that they could be accomplished. As with any plan, the redevelopment plan should be updated from time to time in order to take advantage of new ideas and efforts to continue with redevelopment in the district.

In 2005 the original redevelopment plan was updated substantially which assisted in providing continued diversity allowing the Downtown Clermont Redevelopment Agency the ability to work in a variety of ways to support the revitalization of the district. The 2005 update included streetscape in the West Montrose Street area consisting of new sidewalks, trees, benches, and new lighting with underground infrastructure improvements. These physical improvements assisted in efforts to stabilize the downtown area. Continued streetscape projects and other new programs were implemented to continue the effort to revitalize the downtown area and create a new sense of vitality.

As can be seen in Map 1, the Study Area is predominately industrial and residential, with some institutional and recreational areas (76 single-family, 35 multi-family, 21 commercial, 13 industrial, 4 institutional) and vacant (7 residential, 12 commercial, 2 industrial, 14 institutional) parcels. The existing CRA boundary is demarcated by colored boundary lines in blue, the proposed CRA expansion area is demarcated by colored boundary lines in red.



Waterfront Park overflow parking



grass parking lot

The proposed expansion areas of the CRA also include a few large industrial properties. Many of these properties are deteriorated, many with significant City code violations apparent on visual inspection.



Overgrown landscaping & dilapidated fencing



overflowing dumpster within right-of-way

1.5 Standards for Blight

Having identified the study area as a group of residential, industrial and institutional/recreational properties, the specific conditions that constitute blight as listed in the Redevelopment Act were considered.

The Redevelopment Act currently, in effect, establishes three discrete pathways to determine if a study area is a "blighted area", sufficient to warrant the full application of redevelopment powers conveyed under Chapter 163.

- "Alternative One" involves the layering of two tests. The first test is broadly conditional and the second test is criteria specific. Both tests must conclude that the described conditions exist affirmatively.

- "Alternative Two" involves a specific agreement among parties subject to a prospective Trust Fund agreement. Where such agreement exists, then the jurisdiction seeking to designate a redevelopment area needs to pass a less rigorous test. As in the first alternative, this test relates to specific criteria and it must conclude affirmatively.
- Notwithstanding the requirements for the first or second alternative, "Alternative Three" involves the Governor certifying the need for emergency assistance under federal law as a result of an emergency under s. 252.34(3), F.S.

Alternative One

The first of Alternative One's two tests requires that a study area identified as a blighted area contain a "substantial number of deteriorated, or deteriorating structures, in which conditions, as indicated by government-maintained statistics or other studies, are leading to economic distress or endanger life or property." Recent court decisions have affirmed that structures include infrastructure.

The second of Alternative One's two tests is that the area must then be one in "which two or more of the following factors are present".

- a) Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities;
- b) Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions;
- c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- d) Unsanitary or unsafe conditions;
- e) Deterioration of site or other improvements;
- f) Inadequate and outdated building density patterns;
- g) Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality;
- h) Tax or special assessment delinquency exceeding the fair value of the land;
- i) Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality;
- j) Incidence of crime in the area higher than in the remainder of the county or municipality;
- k) Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality;
- l) A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality;
- m) Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area; or
- n) Governmentally owned property with adverse environmental conditions caused by a public or private entity.

Alternative Two

The Redevelopment Act also allows that a blighted area may be "any area in which at least one of the factors identified in paragraphs (a) through (n) of Section 163.40(8), F.S. are present and all taxing authorities (as such term is defined in the Redevelopment Act) subject to Section 163.387(2)(a), F.S. agree, either by interlocal agreement or agreements with the agency or by resolution, that the area is blighted.

Alternative Three

The Redevelopment Act also provides that “when the governing body certifies that an area is in need of redevelopment or rehabilitation as a result of an emergency under s. 252.34(3), F.S., with respect to which the Governor has certified the need for emergency assistance under federal law, that area may be certified as a “blighted area”, and the governing body may approve a community redevelopment plan and community redevelopment with respect to such area without regard to the provisions of this section requiring a general plan for the county or municipality and a public hearing on the community redevelopment”, Section 163.360(10), F.S. For example, On September, 1, 2004, Governor Jeb Bush declared a state of emergency for the entire State of Florida by Executive Order 04-192 because of Hurricane Francis. For example, on September 4, 2004, FEMA designated Pinellas County as a disaster area by FEMA-1545-DR.

2.0 Physical Environment Inventory

This section of the report documents the land uses, transportation systems, utilities infrastructure, and visual character of buildings and sites in the Study Area.

2.1 Land Use

These physical characteristics of the area play key roles in the development or utilization of land based assets. The land use inventory provides more perspective regarding the pattern of development activity, the inventory of land uses, the compatibility of nearby uses, and the impact of uses that may assist or deter development activity within the study area.

The study area consists of a variety of single family residential properties and industrial properties. However, the predominant use is residential properties. There are some government and institutional properties located in the study area as well.

Historically the downtown area developed as a centralized commercial business district with surrounding residential and industrial uses. The overall physical condition of the study area is fair. Pockets of deteriorated housing exist throughout the study area.



Deteriorated Housing



Deteriorated Housing

The bulk of structures within the study area are either single-family, multi-family, industrial properties, or institutional/recreational properties. 2014 Lake County tax records show that there are 166 taxable properties within the study area. Of those, 118 (71.1%) properties are single-family/multi-family residential, 15 (9.03%) are industrial, and 33 (19.9%) are commercial.

In all, there are currently a total of 166 tax-assessed properties within the study area. Of those 166 tax-assessed properties, 21 of them are currently vacant (unimproved, undeveloped, or cleared) which

represents 12.7% of the entire proposed CRA expansion area. Those 21 vacant properties include 7 vacant residential properties (4.2%), 12 vacant commercial properties (7.2%), and 2 vacant industrial properties (1.2%). The vacant properties present the City with an opportunity for future development. Some of these vacant parcels include deteriorating fencing, litter, debris and/or tall weeds and grass on the site.



Vacant Parcel



Vacant Parcel

The following table shows the number of properties in the study area from the 2014 Lake County Tax Collector tax roll for each type of land use designation.

Land Use	Parcels	Acres
Single Family	76	19.69
Multifamily	35	6.59
Commercial	21	9.20
Industrial	13	17.77
Religious	1	0.55
Institutional	3	33.67
Vacant Institutional	14	19.59
Vacant Residential	7	1.36
Vacant Commercial	12	3.20
Vacant Industrial	2	2.75
TOTAL	184	114.37

A field review indicated that most of the structures within the Study Area are single story or two stories. Many of these properties are deteriorated or deteriorating and are in need of renovation or redevelopment. Some of the lots are platted inadequate sizes and are either too narrow or too shallow

for development. Several properties in the proposed expansion area have the potential to be redeveloped and converted to a commercial or mixed use development.



Deteriorated industrial structure



Deteriorated multi-family structure

Within the study area, a substantial number of the improved properties are deteriorating or deteriorated. A significant number of properties have deteriorating driveways with crumbling asphalt, particularly among the multifamily residential properties. Many properties have paved driveways with no distinction between the driveway and the right of way which significantly increases the appearance of the asphalt width of the road. Generally, landscaping is overgrown among the multifamily properties. Some properties in the study area have boarded up windows and other damage. Overall, the condition of the multifamily residential properties in the study area is generally poor, though some are in fair condition.



Deteriorating single-family structure



Deteriorating commercial structure



Dumpster in front of commercial building



Cracked overgrown driveways & dirt driveways

The decline in the physical condition of many sites in the study area can be attributed, at least in part, to the age of the structures and the site requirements during the period in which they were built. According to the 2014 Lake County tax roll, less than 5% of the structures in the study area were built over the last ten years. In fact, since 2006, a combined total of only 5 properties were developed across the last eight years. The records demonstrate a lack of new development in the area and the predominance of materially older building stock.

2.2 Transportation, Road, and Traffic Conditions

Curbs gutters and sidewalks are present within some portions of the study area, however they are not consistent. With the lack of consistent sidewalks, pedestrian crossings, and bike lanes, the study area is not conducive for walking, jogging, or bicycling. As a whole, the study area lacks infrastructure for other forms of transportation except for vehicles. Furthermore, other improvements such as street light fixtures, street trees, pavement markings, pedestrian signs, and sufficient turning lanes are generally inadequate, missing, or in need of repairs or upgrading.



Deteriorated road, lack of curb, gutter & sidewalk



Sidewalk on one side only; missing curb & gutter



Deteriorated right-of-way



Sand & gravel driveways overflowing into right-of-way

2.3 Overall Site and Plat Conditions

The study area suffers from deficient infrastructure. For the most part, basic infrastructure including sidewalks, curbs, and gutters are lacking in the study area. Wastewater and stormwater infrastructure is generally inefficient and not to modern standards. These site deficiencies make redevelopment challenging and encourage lower property values in the area.



No sidewalks, curbs or gutters



No sidewalks

Many of the buildings in the study area are deteriorating. Part of the decline in the physical condition of buildings in the study area can be attributed to the age of the structures most of which were developed prior to 1980 (67%). Several of the properties are one or two level industrial structures. Many of these properties leave very little pervious surface available, using almost all of their lots for buildings and parking and leaving little room for landscaping, adequate drainage, or open space. The lack of pervious surface in combination with insufficient stormwater collection and treatment creates unsafe conditions.

2.4 Visual Character

The study area is made up primarily of residential properties with no unifying architectural style and no design standards. Many roads and driveways are crumbling and showing signs of neglect. The study area generally lacks uniform landscaping and streetscape improvements. Other factors contributing to the overall look of deterioration include trash in yards, cracked roads and sidewalks, broken curbs, poor housing conditions, broken/boarded up windows, vacancies and neglected landscaping. A common attribute of many of the residential, industrial and commercial properties is unkempt landscape on properties and in rights-of-way. A visual analysis of the Study Area indicated a significant number of residential properties can be classified as deteriorated or deteriorating.



Overgrown landscaping & cracked pavement



Neglected building damage



Neglected structures & overgrown landscaping



Cracked Driveway & boarded up windows

Many commercial and industrial properties in the area are fronted by large swaths of asphalt that are often dilapidated and poorly maintained. Such properties typically have paved most of the land area in front of the building structure. Because there is virtually no streetscape and little landscaping within the study area, these paved property frontages contribute to the appearance of continuous asphalt, thereby increasing the perceived width of the road. They also add to the amount of impervious surface in the area.

The transportation infrastructure in the study area, upon which the long term sustainability of the neighborhood and area depends, is not adequate to support a vibrant community. General absence of

streetscape as well as pedestrian and cycling facilities (with the exception of the Lake Minneola Trail) limits the uses of the network and stunts redevelopment prospects.



Excess paving/driveway; no landscaping or sidewalk



Cracked & excessive paving/driveway

The several conditions documented in this analysis converge to undermine economic values by retarding a normally functioning real estate market. It is this normally functioning market that acts as the floor for economic value. If that floor cannot be maintained through a continuing exchange between buyers and sellers, economic values will eventually erode. Once that pattern is established, it becomes increasingly difficult to arrest the decline. Additionally, the documented conditions are such that they combine to create a physical and social context that is not viable for long term stability.

3.0 Reported Investment and Disinvestment Activity

Based on 2014 certified tax rolls, there were an estimated 111 residential property records with building structures (76 single-family and 35 multi-family) and a total of 35 vacant properties (7 vacant residential, 12 vacant commercial, 2 vacant industrial, and 14 vacant institutional). Homestead exemptions applied to 54 (49%) of the residential properties. In 2014, the total tax base in the study area was over \$15 million.

Less than 8 percent of the structures in the study area were built in the last 20 years, with only 2 percent added during the last 10 years. The decline in the physical condition of many sites in the study area can be attributed, at least in part, to the age of the structures.

The city as a whole has seen a decrease in taxable value, the values associated with the proposed CRA depreciated at a higher rate than those of the city as a whole. The assessed value in the City of Clermont fell from \$2,577,221,700 in the 2009 final tax roll to \$2,328,260,688 in the 2014 final tax roll, which represented a taxable value decrease of 9.7 percent. The assessed value of the study area on the other hand fell from \$19,290,108 in 2009 to \$15,066,476, which represented a decrease of 21.9 percent.

4.0 Blight Findings

The following section outlines the blight factors present in the study area according to the criteria established under Chapter 163 of the Florida Statutes and as outlined in the "Standards for Blight" section of this report.

Of the fourteen conditions indicative of blight listed in the Redevelopment Act, this analysis indicates that at least three such conditions exist in the study area and are retarding its immediate and longer term social, economic, and physical development. Below is a summary of the criteria that apply to the study area.

4.1 Assessment of "Substantial Number of Deteriorated or Deteriorating Structures"

The Redevelopment Act provides little specific criteria or guidance in Section 163.340(8), F.S. regarding the definition or attributes of deteriorating structures other than that implied. Florida Statutes focus on a series of indicators which in the aggregate are assumed to lead to economic, physical, or social distress. The representative examples of residential and commercial structures speak to the context of the Study Area and are functionally deteriorated and rendered functionally and physically obsolete in their current condition.

The infrastructure upon which the long-term economic stability of the Study Area depends is generally deficient, absent, or deteriorated beyond a level which justifies repair or maintenance. The *overall* conditions in the Study Area are such that they combine to create a context of functional and physical deterioration which is conducive to economic, physical and social distress. The conditions and circumstances documented in this report and readily observable in the Study Area evidence a "substantial number of deteriorated, or deteriorating structures" leading to economic distress which, in their current condition, are certainly capable of endangering life and property if not substantially modified, retrofitted, repaired, rebuilt, or redeveloped entirely.

4.2 Unsanitary or Unsafe Conditions

An adequate stormwater system in the Study Area is lacking. Collector roads, especially in residential areas, do not exhibit curbs, gutters, or inlet systems to prevent flooding in the event of heavy precipitation. Where curbs and gutters do exist, they tend to be broken and/or overgrown with weeds and grass making them ineffective and causing accumulation of stormwater in roadways and driveways.

4.3 Predominance of Defective or Inadequate Street Layout, Parking Facilities, Roadways, Bridges, or Public Transportation Facilities

With the exception of a few limited areas, curbs, gutters, sidewalks, and bike lanes are generally absent throughout the Study Area. With the absence of sidewalks, pedestrian crossings, and bike lanes, the environment is not conducive for walking, jogging, or bicycling. Furthermore, other improvements, such as street light fixtures, pavement markings, and pedestrian signs generally are missing or are in need of repairs/upgrading. The absence of pedestrian transportation infrastructure is evidence of an inadequate transportation system in the Study Area.

In addition, a close examination of the residential neighborhoods shows the deteriorating conditions of many driveways in front of residential units. Paved driveways have broken pavement, while others are either unpaved or covered in gravel. Industrial and commercial properties tend to have asphalt from the right-of-way to the front of the building structure. There were very few industrial and/or commercial properties that had any balance of pervious surface and landscaping with a paved driveway.

The overall transportation conditions outlined in this report contribute to the disinvestment of properties along the roads.

4.4 Site Deterioration or Other Improvements

Many commercial and industrial structures are in disrepair and in need of maintenance, showing peeling paint, cracked or overgrown roads or sidewalks, and/or an unpleasant face on the street. Many of the residential structures also display signs of neglect, showing cracked stucco, broken and/or boarded up windows, overgrown and unkempt landscaping, and cracked or unpaved driveways.

The industrial area located in the eastern portion of the Study Area includes properties in disrepair including overgrowth, neglected damage to exterior walls, broken and/or boarded up windows, exposed dumpsters in rights-of-way, cracked driveways, unkempt dirt and gravel driveways and parking areas, abandoned structures, overall lack of landscaping, inadequate right-of-way and lack of sidewalks.

5.0 Conclusions

When compared to the City of Clermont, conditions of the proposed CRA expansion Study Area are indicative of blight as documented in this report. This review provides documentation of blight in the area, and through the Redevelopment Act, the area qualifies for assistance in redevelopment efforts and financing by expanding the boundary of the designated Community Redevelopment Area. Government maintained statistics coupled with staff field observation and documentation of the blighted conditions indicate the current conditions of the Study Area “are leading to economic distress or endanger life or property,” according to the Redevelopment Act. The current conditions of the area impede the immediate and long-term physical, economic, and social development.

The information summarized in this report justifies the City of Clermont in acknowledging the described conditions and adopting the requisite resolution declaring the need for the rehabilitation, redevelopment, and conservation of the Study Area in the interest of public health, safety, morals, and welfare.

6.0 References and Sources

James Hitt, Economic Development & CRA Director (Meetings, emails and phone calls).

Lake County Property Appraiser, Tax Rolls 2006-2014.

US Census, 2010-2013 employment and population data



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date														
Tuesday, October 13, 2015														
Agenda Item Name														
Ordinance No. 2015-70 <i>Introduction</i>														
Requested Action														
Move to introduce Ordinance 2015-70.														
Staff Report														
The applicant, Mattamy Homes, is requesting annexation of the parcels. This request is being heard concurrently with requests for a large-scale comprehensive plan amendment and a conditional use permit (CUP) for a planned unit development (PUD). The property was previously mined and is now vacant. The applicant desires to develop the property for residential use and has previously received approval from Lake County. The applicant is requesting City services for the 540-acre project. The property is contiguous to the City limits along the northwest boundary of the project and a small portion on the east side. The related request for a comprehensive plan amendment would change the future land use from Lake County's Urban Low Density to the City's Low Density Residential. The annexation would assign the default zoning in the City of Urban Estate Low Density Residential. The applicant is requesting a CUP for a PUD for single family and multi-family residential, and the property will maintain the underlying zoning of Urban Estate. Staff recommends approval of the annexation.														
Additional Analysis														
Fiscal Impact Summary														
Fiscal Impact	Fund Number and Description	Available Budget Amount												
Exhibits Attached (copies of original agreements)														
<table><tr><td>1.</td><td>Ordinance</td><td>ANN ORD 2014-70.doc</td></tr><tr><td>2.</td><td>Maps</td><td>WaterBrooke Maps.pdf</td></tr><tr><td>3.</td><td>Application</td><td>ANN application.pdf</td></tr><tr><td>4.</td><td>Legal ad</td><td>ANN legal ad WaterBrooke.docx</td></tr></table>			1.	Ordinance	ANN ORD 2014-70.doc	2.	Maps	WaterBrooke Maps.pdf	3.	Application	ANN application.pdf	4.	Legal ad	ANN legal ad WaterBrooke.docx
1.	Ordinance	ANN ORD 2014-70.doc												
2.	Maps	WaterBrooke Maps.pdf												
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4.	Legal ad	ANN legal ad WaterBrooke.docx												

CITY OF CLERMONT
ORDINANCE No. 2015-70

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

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

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

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

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

SECTION 1.

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

Legal Description

Parcel 1:

The East 3/4 of the South 1/2 of Section 27, Township 22 South, Range 26 East;

AND

Parcel 2:

The North 1/2 of Section 34, Township 22 South, Range 26 East, less and except the west 1660 feet thereof;

AND

CITY OF CLERMONT
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Parcel 3:

U.S. Government Lot 1, less and except the north 660 feet of the west 660 feet, lying in Section 35, Township 22 South, Range 26 East;

AND

Parcel 4:

The NW 1/4 of the SW 1/4 of the NW 1/4 of Section 35, Township 22 South, Range 26 East;

AND

Parcel 5:

Begin 50.25 feet north of the southeast corner of the NW 1/4 of Section 35, Township 22 South, Range 26 East; thence run west 1305 feet; thence run south 8.3 feet; thence run west to the southwest corner of the NW 1/4 of said Section 35; thence north to the northwest corner of the south 1/2 of the SW 1/4 of the NW 1/4 of said Section 35; thence east to the northeast corner of the south 1/2 of the SE 1/4 of the NW 1/4; thence south to the point of beginning;

AND

Parcel 6:

That part of Section 27, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Begin at the Southeast corner of Lot 5, Pine Valley Industrial Park, according to the plat thereof, as recorded in Plat Book 29, Page 70, of the Public Records of Lake County, Florida; thence N00°55'27"E along the east line of said Lot 5, for a distance of 701.16 feet to the north line of the southwest 1/4 of the southwest 1/4 of said Section 27; thence S89°03'05"E along said north line, 16.98 feet to the west line of the east 3/4 of the south 1/2 of said Section 27; thence S00°24'50"W along said west line, 710.74 feet to the north line of the south 610.00 feet of the southwest 1/4 of the southwest 1/4 of said Section 27; thence departing said west line run N75°03'48"W, 39.92 feet to the south line of said Lot 5; thence S88°41'58"E along said south line, 15.41 feet to the point of beginning.

AND

Parcel 7:

That part of Lot 5, Pine Valley Industrial Park, according to the plat thereof, as recorded in Plat Book 29, Page 70, of the Public Records of Lake County, Florida, described as follows: Begin at the southeast corner of said Lot 5; thence N00°55'27"E along the east line of said Lot 5 for a distance of 696.49 feet; thence departing said east line run S53°23'08"W, 100.90 feet; thence S08°50'46"W, 57.13 feet; thence S33°38'56"W, 31.61

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feet; thence S04°49'02"E, 40.96 feet; thence S02°58'52"E, 93.11 feet; thence S08°48'35"W, 60.57 feet; thence S20°20'22"W, 82.37 feet; thence S05°30'28"W, 59.91 feet; thence S10°59'05"W, 70.76 feet; thence S18°19'44"E, 68.63 feet; thence S32°06'31"E, 46.35 feet; thence S44°29'07"E, 31.79 feet; thence S61°25'49"E, 40.03 feet; thence S75°03'48"E, 26.77 feet to the south line of said Lot 5; thence S88°41'58"E along said south line, 15.41 feet to the Point of Beginning.

Easement Parcel A:

Together with an easement for ingress and egress to State Road 50 over the entire stretch of asphalt road the center line of which begins 174.60 feet west of the northeast corner of the SW 1/4 of the NE 1/4 of Section 27, Township 22 South, Range 26 East, and run south 0°10' west through the entire SW 1/4 of the NE 1/4 of Section 27, which easement shall be 60 feet in width;

LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

The east 150.00 feet of the following described property (Magnolia Bay Boulevard according to the plat thereof, as recorded in Plat Book 34, Pages 47 through 49, of the Public Records of Lake County, Florida):

Begin at an iron rod and cap marked "RLS 4264" at the southeast corner of the north 660.00 feet of the west 660.00 feet of Government Lot 1, Section 35, Township 22 South, Range 26 East, Lake County, Florida; thence run N88°47'56"W along the south line of said north 660.00 feet of the west 660.00 feet of Government Lot 1 for a distance of 545.00 feet; thence run S01°12'04"W for a distance of 124.51 feet to the northerly right of way line of Hartle Road; thence run N80°06'21"E along said northerly right of way line for a distance of 433.09 feet to the beginning of a tangent curve concave to the northwest and having a radius of 467.00 feet; thence run northeasterly along the arc of said curve for a distance of 121.09 feet through a central angle of 14°51'22" to the end of said curve; thence run N65°14'58"E along said northerly right of way line for a distance of 6.13 feet to a point on the east line of said west 660.00 feet of Government Lot 1; thence leaving said northerly right of way line run N00°29'39"W along aid east line for a distance of 0.12 feet to the point of beginning;

AND FURTHER LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

A strip of land for road right of way purposes 66.00 feet wide lying in Section 35, Township 22 South, Range 26 East, Lake County, Florida, the centerline of which is described as follows:

Commencing at the northwest corner of Section 35, Township 22 South, Range 26 East, run S00°30'48"E along west line of the northwest 1/4 of said Section 35, for a distance of 1856.75 feet to the northwest corner of the south 1/2 of the southwest 1/4 of the northwest 1/4 of said Section 35; thence leaving said west line run S88°23'30"E along the north line of the south 1/2 of the southwest 1/4 of the northwest 1/4 and the north line of the south 1/2 of the southeast 1/4 of the northwest 1/4 of said Section 35, for a distance of 1531.02 feet to the point of beginning; thence leaving said north line run S00°00'09"E for a distance of 298.67 feet to a point designated as point A; thence run S89°59'51"W for a

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distance of 58.00 feet to a point of termination A of this centerline; begin again at aforesaid point A; thence run N89°59'51"E for a distance of 573.66 feet to a point on a tangent curve concave to the northwest and having a radius of 2000.00 feet; thence run northeasterly along the arc of said curve for a distance of 345.29 feet, through a central angle of 09°53'30" to the end of said curve; thence run N80°06'21"E for a distance of 753.88 feet to a point on a tangent curve concave to the northwest and having a radius of 500.00 feet; thence run northeasterly along the arc of said curve for a distance of 129.64 feet, through a central angle of 14°51'22" to the end of said curve; thence run N65°14'59"E for a distance of 252.91 feet to a point on a tangent curve concave to the southwest and having a radius of 350.00 feet; thence run easterly along the arc of said curve for a distance of 431.07 feet, through a central curve (sic) of 70°34'02" to the end of said curve; thence run S44°11'00"E for a distance of 169.91 feet to a point on a tangent curve concave to the northeast and having a radius of 250.00 feet; thence run southeasterly along the arc of said curve for a distance of 276.31 feet, through a central angle of 63°19'35" to the end of said curve; thence run N72°29'25"E for a distance of 514.79 feet to a point on a tangent curve concave to the southeast and having a radius of 750.00 feet; thence run northeasterly along the arc of said curve for a distance of 240.51 feet through a central angle of 18°22'24" to the end of said curve; thence run S89°08'11"E for a distance of 203.12 feet to the east line of Government Lot 1, said Section 35 and the point of termination B of the aforesaid centerline.

AND FURTHER LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

That part of Section 35, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at the west 1/4 corner of said Section 35, said corner marked by a 4"x4" concrete monument (no identification) (Certified Corner Record No. 38693); thence S88°00'40"E along the east-west center of section line of said Section 35, a distance of 857.52 feet to the point of beginning; thence continue along said center of section line S88°00'40"E, a distance of 481.86 feet to a point on the east line of the platted portion of Postal Colony Company, as recorded in Plat Book 9, Page 65, of the Public Records of Lake County, Florida, said point lying N88°00'40"W, a distance of 3891.93 feet from the East 1/4 corner of said Section 35, said east 1/4 corner being marked by a 3" diameter iron pipe (no identification) (Certified Corner Record No. 38386); thence departing said center of section line, run N00°07'48"W along said east line, a distance of 12.98 feet to the northeast corner of said platted portion of Postal Colony Company; thence departing said east line, run N89°33'17"W along the north line of said Postal Colony Company, a distance of 481.55 feet to the point of beginning. Alternate Keys 1095972, 3882911, 1095964, and 2717874

Containing 540.223 acres more or less (excluding that portion of Johns Lake south of Island Blvd. lying waterward of the Safe Upland Line (elevation 98.0 NGVD 29).

SECTION 2.

That the aforescribed property shall be and hereby is made part and parcel of the City of

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Clermont, Florida, and that said property shall be subject to all of the laws, ordinances, and provisions pertaining to the City of Clermont.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

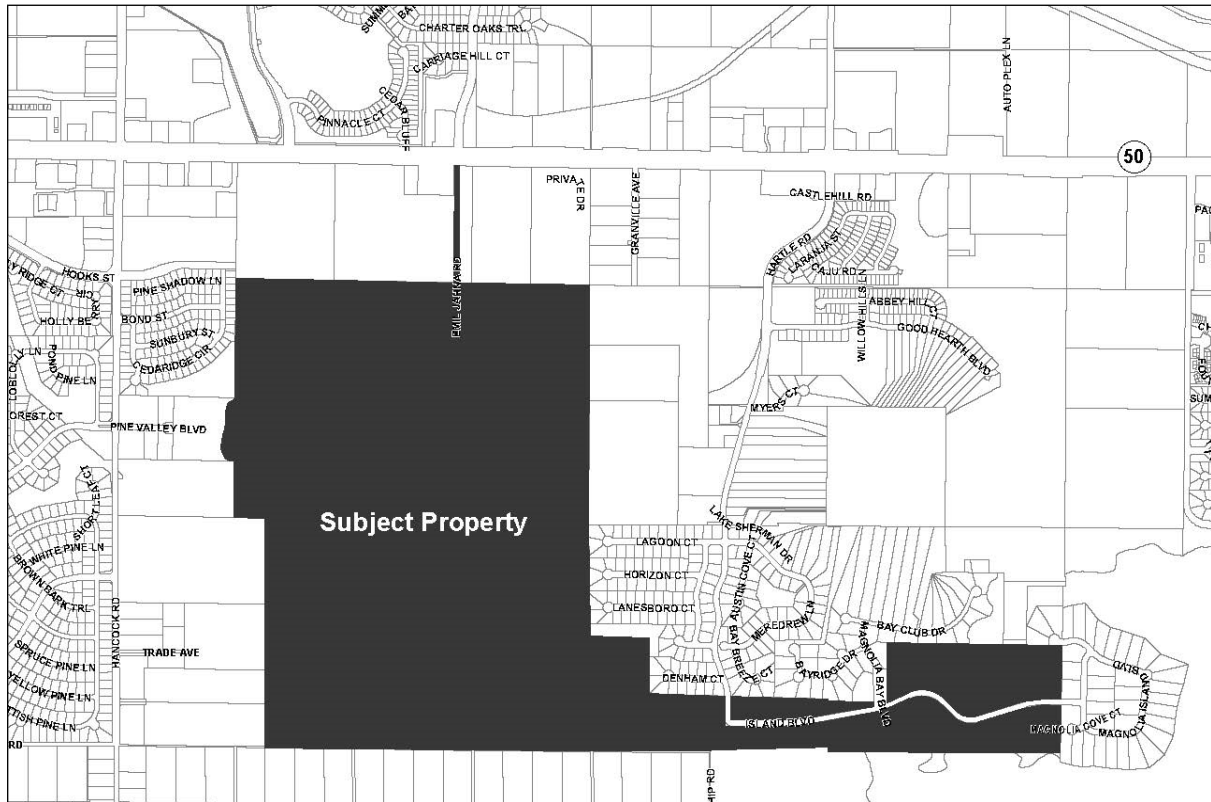
This Ordinance shall be recorded in the public records of Lake County, Florida.

SECTION 6.

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

CITY OF CLERMONT
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Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-70

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 27th day of October, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Dan Mantzaris, City Attorney

Exhibit - Location Map WaterBrooke

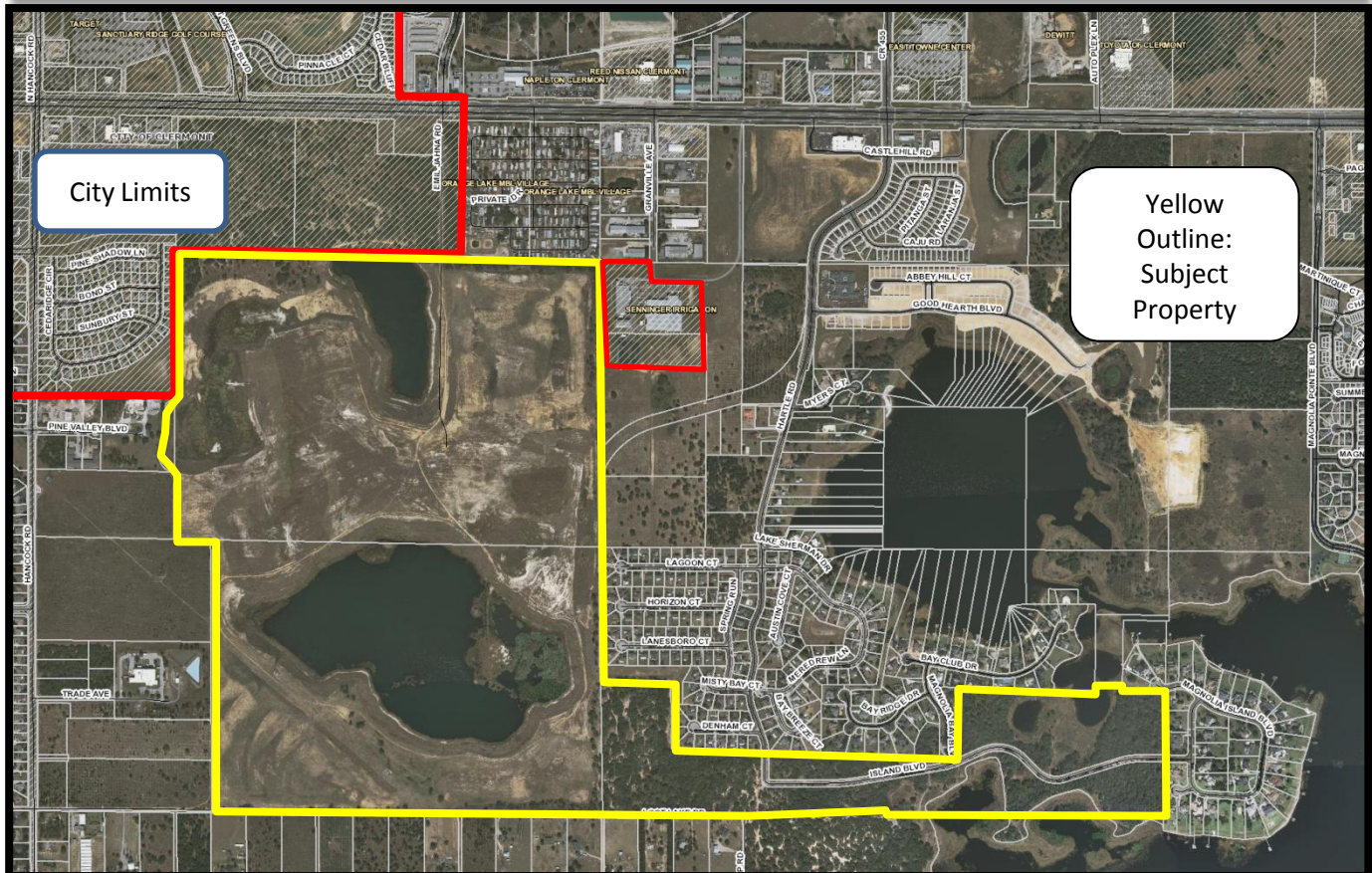
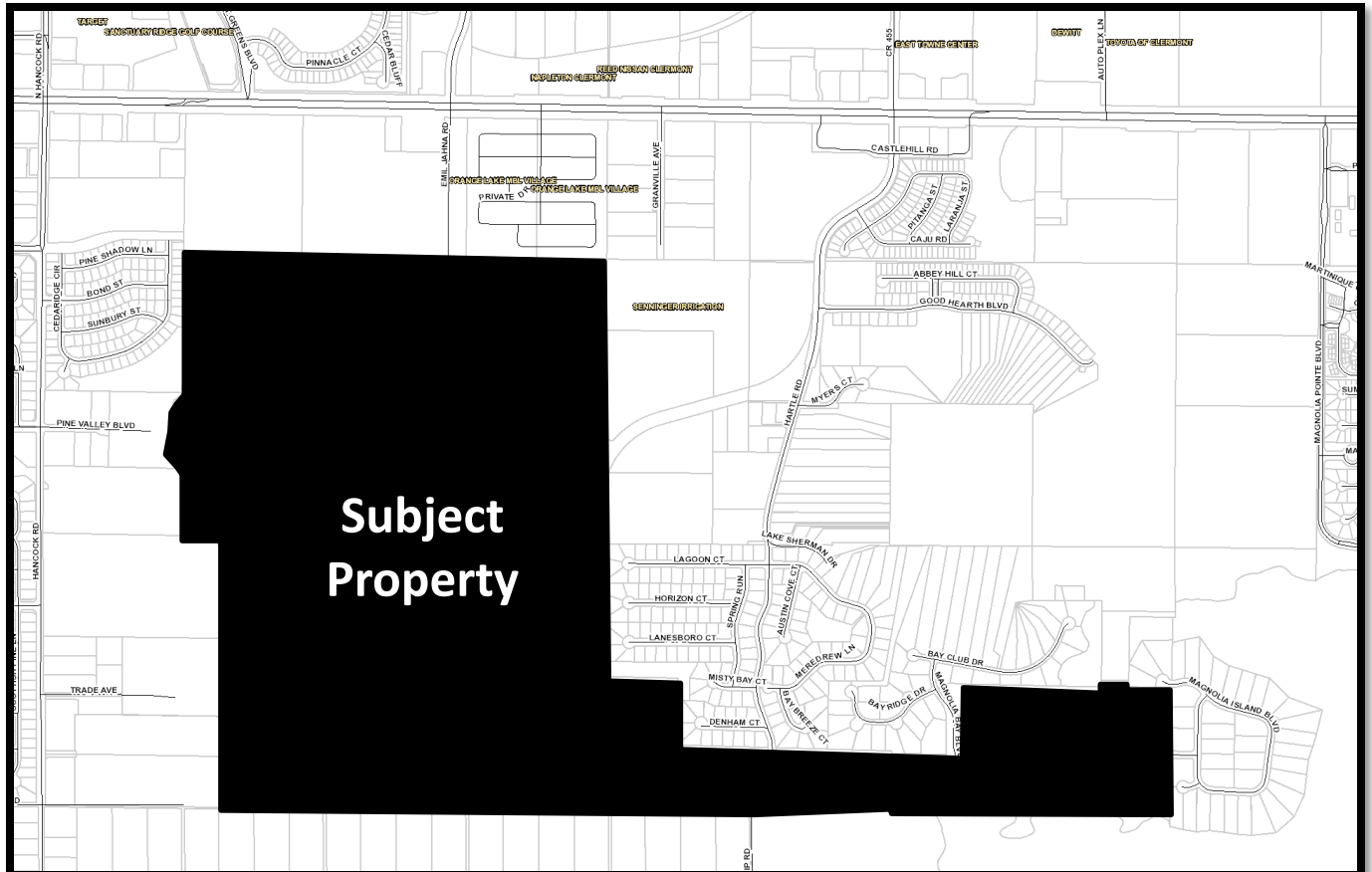


Exhibit – Future Land Use Map WaterBrooke

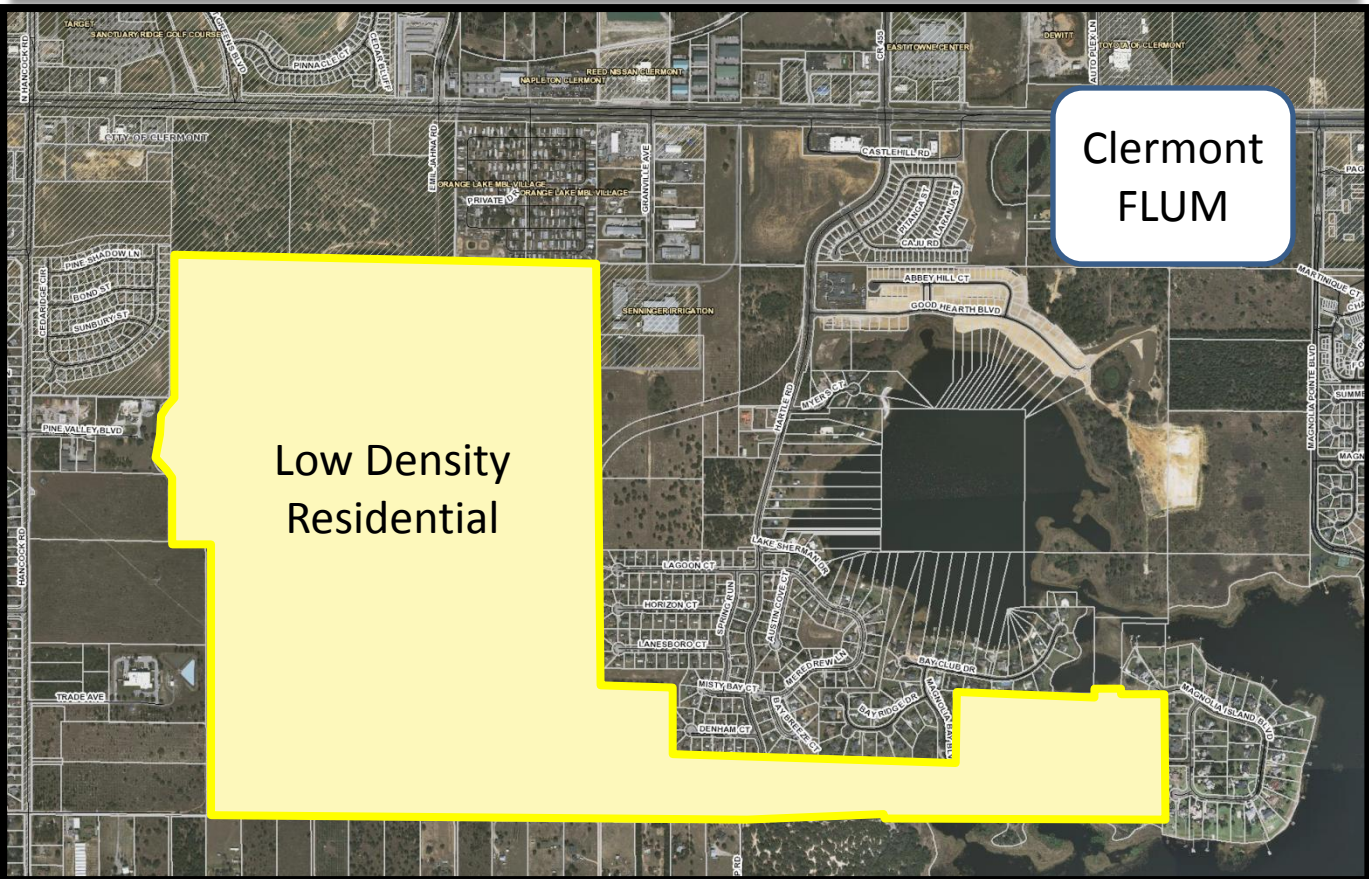
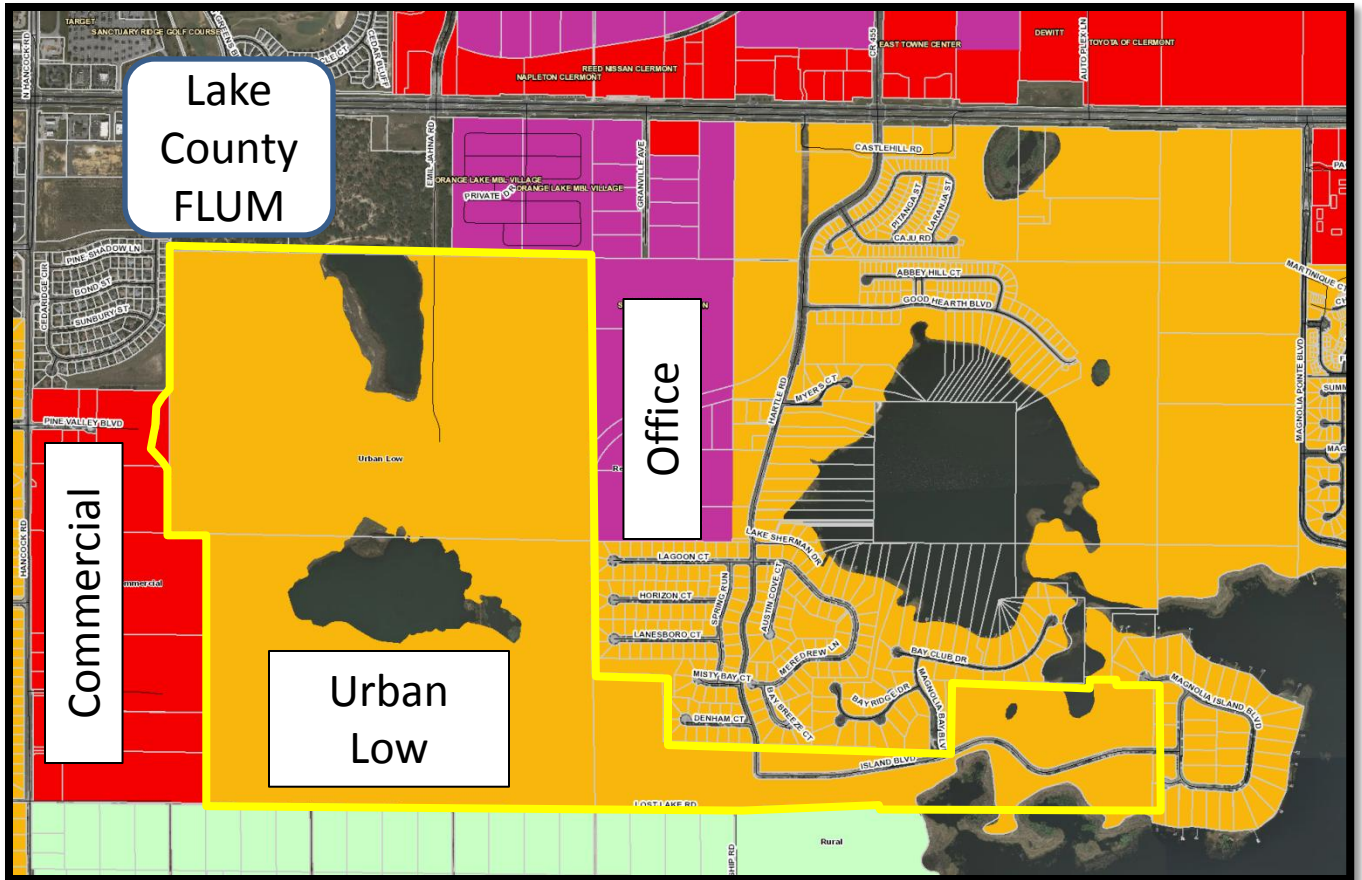
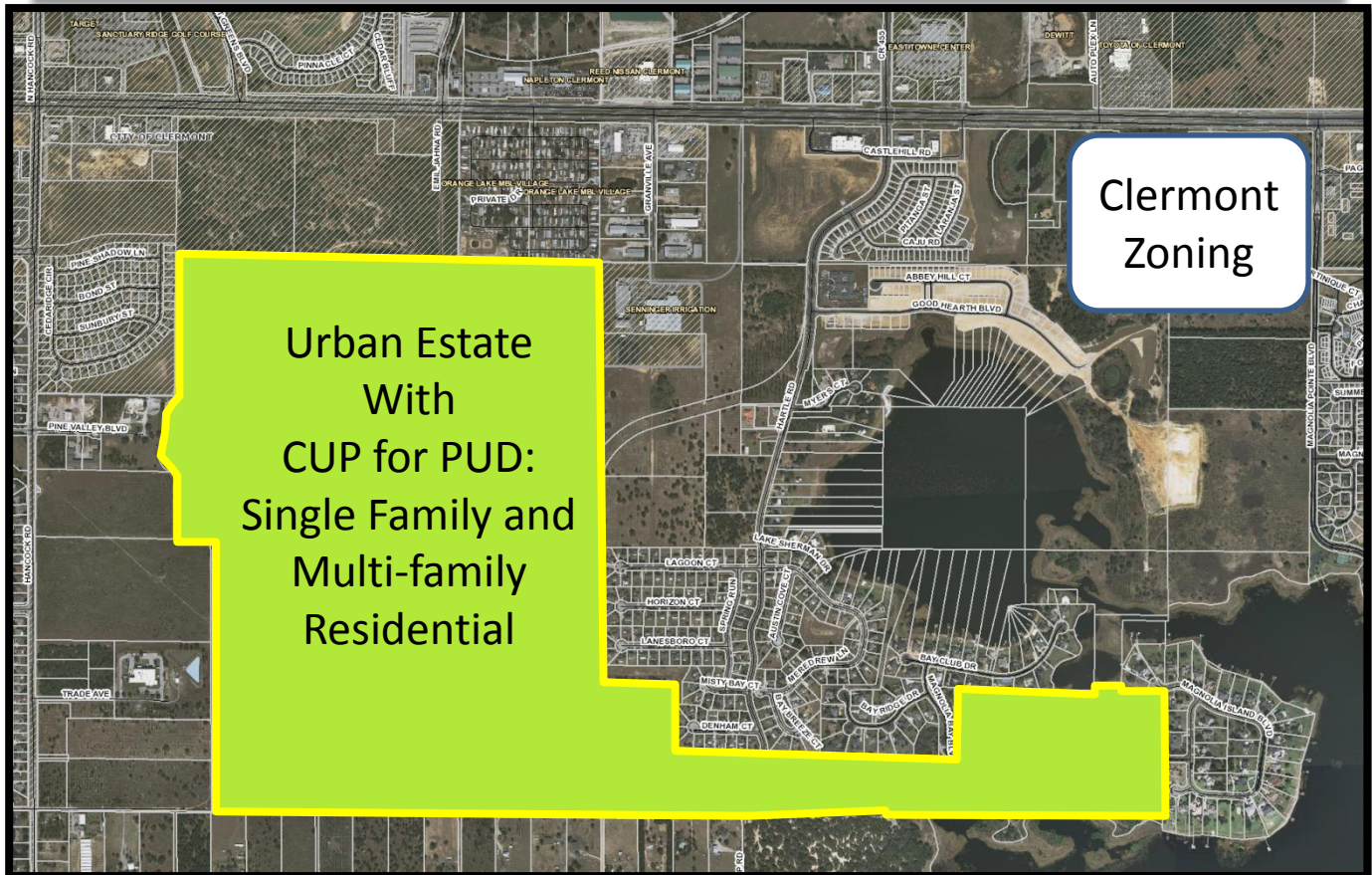
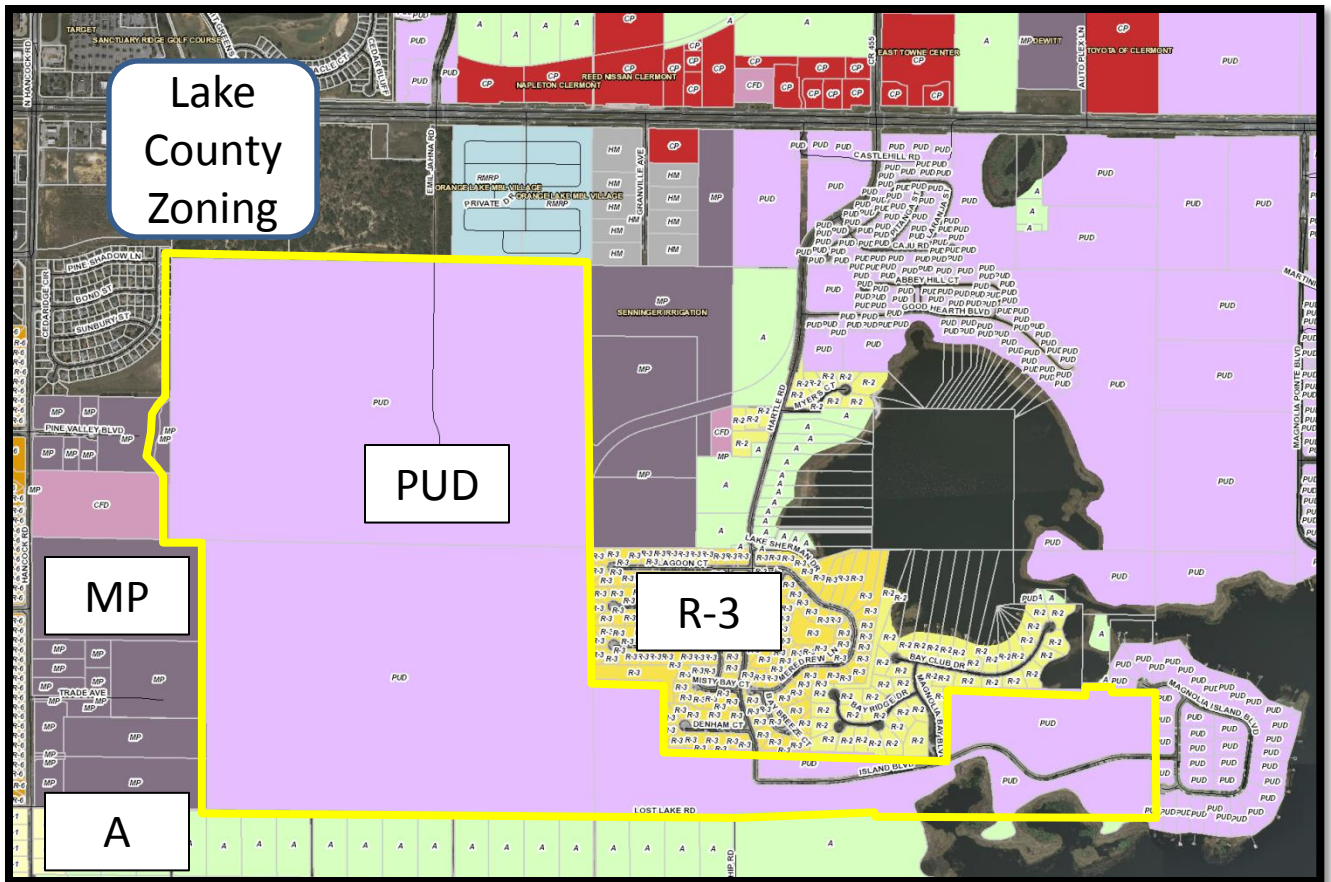


Exhibit – Zoning Map WaterBrooke





APPLICATION & PETITION

DATE: 6/12/15

FEE: \$50.⁰⁰

Please type or print – use black pen/ink only.

PROJECT NAME (if applicable): WaterBrooke (f/k/a Jahna PUD)

APPLICANT: Mattamy Orlando LLC - Attn: Keith Trace

Address: 1900 Summit Tower Blvd., Suite 500

City: Orlando State: Florida Zip: 32810

Phone: 407-599-2228 Fax: 321-444-6565

Applicant is: Owner: X Agent: Purchaser: Lessee: Optionee:

OWNER: Mattamy Orlando LLC - Attn: Keith Trace

Address: 1900 Summit Tower Blvd., Suite 500

City: Orlando State: Florida Zip: 32810

Phone: 407-599-2228 Fax: 321-444-6565

AGENT NAME (Affidavit required): Akerman LLP - Attn: Cecelia Bonifay, Esquire

Address: 420 South Orange Avenue, Suite 1200

City: Orlando State: Florida Zip: 32801

Phone: 407-419-8540 Fax: 407-254-4230

E-Mail: cecilia.bonifay@akerman.com

AGENT NAME (Affidavit required): Donald W. McIntosh Associates, Inc. - Attn: Jeffrey J. Newton, P.E.

Address: 2200 Park Avenue North

City: Winter Park State: Florida Zip: 32789

Phone: 407-644-4068 Fax: 407-644-8318

E-Mail: jjnewton@dwma.com



Property address and/or general location: 13431 Emil Jahna Road, Clermont, Florida, approximately ½ mile south of State Road 50, east of Hancock Road, west of Hartle Road.

Area of property: 540 +/- acres, and/or _____ +/- sq. ft.

The property is PRESENTLY used for: Reclaimed sand mine; vacant land

The property is PROPOSED to be used for: Residential

Existing Lake County Land Use*: Urban Low Density

Existing Lake County Zoning*: PUD

*** NOTE: All property annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.**

Number of existing structures on the property and their present use: None

State the reason or basis for this request: Planned residential development

EXACT LEGAL DESCRIPTION as shown on the Tax Receipt or Warranty Deed.
(attach copy).

Section 27, 34, 35, Township 22E, Range: 26E

See attached boundary survey with legal description.

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

02/02/2015



**PETITION OF LANDOWNER(S) FOR ANNEXATION
OF CERTAIN PROPERTY TO THE CITY OF CLERMONT**

WE, the undersigned landowner(s) pursuant to the provisions of Chapter 59-1497 (Senate Bill No. 912), Laws of Florida, Regular Session 1959, entitled

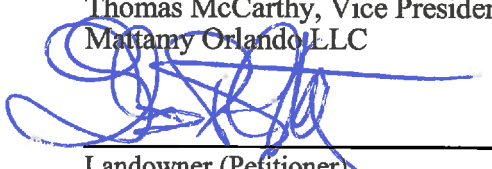
AN ACT TO AMEND CHAPTER 9820, LAWS OF FLORIDA, SPECIAL ACT OF 1923, AS AMENDED, BEING THE CHARTER OF THE CITY OF CLERMONT, FLORIDA, TO PROVIDE ENABLING LEGISLATION FOR THE FUTURE ANNEXATION OF CONTIGUOUS TERRITORY BY PETITION AND CONSENT OF THE LANDOWNER(S) IN THE AREA SOUGHT TO BE ANNEXED: PROVIDING THAT SAID PROVISIONS SHALL BE CUMULATIVE: PROVIDING THAT THE PROPERTY ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY, AND PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL OF SUCH TERRITORY HAD BEEN A PART OF THE CITY OF CLERMONT AT THE TIME OF THE PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES, AND FIXING EFFECTIVE DATE,

hereby petition that the hereinafter described real estate be annexed to, and become a part of the city limits of the City of Clermont, a municipal corporation in Lake County, Florida, created and existing pursuant to Chapter 9820, Laws of Florida, Special Acts of 1923, and amendatory and supplementary acts thereto, and we, jointly and severally, consent to such annexation of such area to said City of Clermont and upon annexation sought by this petition, all of the property, real and personal, within such area, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties and privileges of said City of Clermont, Florida and the said property shall be liable, proportionally, for all the present outstanding and existing, as well as future, indebtedness of the said City of Clermont; that all of the ordinances of the City of Clermont and all laws heretofore passed by the Legislature of the State of Florida, relating to and which now or hereafter constitute its Charter shall apply to have the same force and effect in such territory as may be annexed under the provisions hereof as if all of such territory had been part of the City of Clermont at the time of the passage and approval of said laws and ordinances.

IN WITNESS WHEREOF, we, the undersigned landowners, as petitioners, have hereunto set our hands and seals as of the 10 day of June, 2015.

Legal description of the property: (Type, print in black ink, or attach a copy of the warranty deed or current tax receipt

Thomas McCarthy, Vice President
Maltamy Orlando LLC



Landowner (Petitioner)

6/6/2015

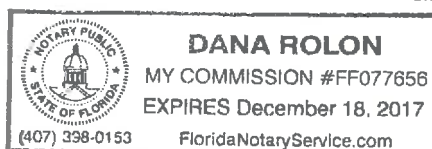
Date



Notary Public

12.18.17.

My Commission Expires



02/02/2015



OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: 8/12/15

Before me, the undersigned authority personally appeared Thomas McCarthy, Vice President of Mattamy Orlando LLC (owner(s) name), who being by me duly sworn on oath, deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires an ANNEXATION to allow:

Planned residential development

3. That said authority (owner) has appointed (agent's name) Cecelia Bonifay, Esq. to act in its behalf to accomplish the above, and before me the undersigned authorized agent personally appeared and being by me duly sworn on oath, deposes and says:

A. That he/she affirms and certifies that he/she understands and will comply with all Ordinances, Regulations, and Provisions of the City of Clermont, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the City of Clermont, Florida, and are not returnable.

B. That the Submittal requirements for the application have been completed and attached hereto as part of that application.

Thomas McCarthy, Vice President
Mattamy Orlando LLC

X

Owner (signature)

Sworn to and subscribed before
me this 10 day of June,
20 15.

Dana Rolon

Notary Public, State of FL
My commission expires:

Cecelia Bonifay, Esq.
Akerman, LLP

X

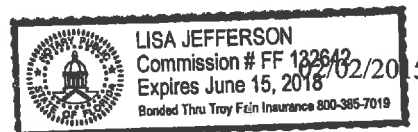
Agent's (signature)

Sworn to and subscribed before
me this 12th day of June,
20 15.

Lisa Jefferson

Notary Public, State of FL
My commission expires:

*Note: Owner must sign affidavit. When agent is representing case, both agent and owner must sign affidavit.





OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: _____

Before me, the undersigned authority personally appeared Thomas McCarthy, Vice President of Mattamy Orlando LLC (owner(s) name), who being by me duly sworn on oath, deposes and says:

4. That said authority is the fee-simple owner of the property legally described in this application.
5. That said authority desires an ANNEXATION to allow:

Planned residential development

6. That said authority (owner) has appointed (agent's name) Jeffrey J. Newton, P.E. to act in its behalf to accomplish the above, and before me the undersigned authorized agent personally appeared and being by me duly sworn on oath, deposes and says:

C. That he/she affirms and certifies that he/she understands and will comply with all Ordinances, Regulations, and Provisions of the City of Clermont, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the City of Clermont, Florida, and are not returnable.

D. That the Submittal requirements for the application have been completed and attached hereto as part of that application.

Thomas McCarthy, Vice President
Mattamy Orlando LLC

X

Owner (signature)

Sworn to and subscribed before
me this 10 day of June,
2015.

Dana Rolon
Notary Public, State of FL
My commission expires:

Jeffrey J. Newton, P.E.
Donald W. McIntosh Associates, Inc.

X

Agent's (signature)

Sworn to and subscribed before
me this 10th day of June,
2015.

Lisa E. Toney
Notary Public, State of FL
My commission expires:

*Note: Owner must sign affidavit. When agent is representing case, both agent and owner must sign affidavit.



02/02/2015

INSTRUMENT#: 2015063184 OR BK 4637 PG 795 PAGES: 6 6/11/2015 3:38:57 PM
NEIL KELLY, LAKE COUNTY CLERK OF THE CIRCUIT COURT
REC FEES: \$52.50 DEED DOC:\$117985.00

This Instrument was Prepared by
and Should be Returned to:

Grant T. Downing
Godbold, Downing & Bill, P.A.
222 W. Comstock Avenue, Suite 101
Winter Park, Florida 32789

Parcel ID# 2722260003-000-00500; 3422260001-000-00100; 3522260001-000-00600; and 2722260500-000-00501

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

WARRANTY DEED

THIS WARRANTY DEED is made and entered into as of this 5TH day of JUNE, 2015, by **NOLA LAND COMPANY, INC.**, a Florida corporation, whose address is 202 E. Stuart Avenue, Lake Wales, Florida 33853 (hereinafter called the "Grantor"), to **MATTAMY ORLANDO LLC**, a Delaware limited liability company, whose address is 1900 Summit Tower Boulevard, Suite 500, Orlando, Florida 32820 (hereinafter called the "Grantee").

WITNESSETH:

The Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Lake County, Florida (the "Property"), described as follows:

See Exhibit "A" attached hereto and incorporated herein.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with the Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except real property taxes accruing subsequent to December 31, 2014, and easements, restrictions and reservations of record, if any; however, this reference thereto shall not serve to reimpose same.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal as of the day and year first written above.

Signed, sealed and delivered
in the presence of:

NOLA LAND COMPANY, Inc., a Florida
corporation

Deborah Partlow
Print Name: Deborah Partlow

C. B. MYERS III
Print Name: C. B. MYERS III

By: [Signature]
Print Name: Allen J. Keesler
Its: President/CEO

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 5TH day of JUNE, 2015, by ALLEN J. KEESLER, JR., as PRESIDENT/CEO of Nola Land Company, Inc., a Florida corporation, who [X] is personally known to me, or [] has produced _____ for identification.

(SEAL)

Deborah Partlow
Notary Signature

DEBORAH PARTLOW
Notary Public, State of Florida
My Comm. Expires Mar. 8, 2018
Commission No. FF 88384

Exhibit "A"**Parcel 1**

The East 3/4 of the South 1/2 of Section 27, Township 22 South, Range 26 East;

and

Parcel 2

The North 1/2 of Section 34, Township 22 South, Range 26 East, LESS AND EXCEPT the West 1660 feet thereof;

and

Parcel 3

U.S. Government Lot 1, LESS AND EXCEPT the North 660 feet of the West 660 feet, lying in Section 35, Township 22 South, Range 26 East;

and

Parcel 4

The NW 1/4 of the SW 1/4 of the NW 1/4 of Section 35, Township 22 South, Range 26 East;

and

Parcel 5

Begin 50.25 feet North of the Southeast corner of the NW 1/4 of Section 35, Township 22 South, Range 26 East; thence run West 1305 feet; thence run South 8.3 feet; thence run West to the Southwest corner of the NW 1/4 of said Section 35; thence North to the Northwest corner of the South 1/2 of the SW 1/4 of the NW 1/4 of said Section 35; thence East to the Northeast corner of the South 1/2 of the SE 1/4 of the NW 1/4; thence South to the Point of Beginning;

and

Parcel 6

That part of Section 27, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

BEGIN at the Southeast corner of Lot 5, PINE VALLEY INDUSTRIAL PARK, according to the plat thereof, as recorded in Plat Book 29, Page 70, of the Public Records of Lake County, Florida; thence North 00°55'27" East along the East line of said Lot 5, for a distance of 701.16 feet to the North line of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence South 89°03'05" East along said North line, 16.98 feet to the West line of the East 3/4 of the South 1/2

of said Section 27; thence South 00°24'50" West along said West line, 710.74 feet to the North line of the South 610.00 feet of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence departing said West line run North 75°03'48" West, 39.92 feet to the South line of said Lot 5; thence South 88°41'58" East along said South line, 15.41 feet to the Point of Beginning.

and

Parcel 7

That part of Lot 5, PINE VALLEY INDUSTRIAL PARK, according to the plat thereof, as recorded in Plat Book 29, Page 70, of the Public Records of Lake County, Florida, described as follows:

BEGIN at the Southeast corner of said Lot 5; thence North 00°55'27" East along the East line of said Lot 5 for a distance of 696.49 feet; thence departing said East line run South 53°23'08" West, 100.90 feet; thence South 08°50'46" West, 57.13 feet; thence South 33°38'56" West, 31.61 feet; thence South 04°49'02" East, 40.96 feet; thence South 02°58'52" East, 93.11 feet; thence South 08°48'35" West, 60.57 feet; thence South 20°20'22" West, 82.37 feet; thence South 05°30'28" West, 59.91 feet; thence South 10°59'05" West, 70.76 feet; thence South 18°19'44" East, 68.63 feet; thence South 32°06'31" East, 46.35 feet; thence South 44°29'07" East, 31.79 feet; thence South 61°25'49" East, 40.03 feet; thence South 75°03'48" East, 26.77 feet to the South line of said Lot 5; thence South 88°41'58" East along said South line, 15.41 feet to the POINT OF BEGINNING.

Easement Parcel A:

TOGETHER WITH an easement for ingress and egress to State Road 50 over the entire stretch of asphalt road the centerline of which begins 174.60 feet West of the Northeast corner of the SW 1/4 of the NE 1/4 of Section 27, Township 22 South, Range 26 East, and run South 0°10' West through the entire SW 1/4 of the NE 1/4 of Section 27, which easement shall be 60 feet in width;

ALL OF THE ABOVE LYING AND BEING IN LAKE COUNTY, FLORIDA.

LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

The East 150.00 feet of the following described property (Magnolia Bay Boulevard according to the plat thereof, as recorded in Plat Book 34, Pages 47 through 49, of the Public Records of Lake County, Florida): BEGIN at an iron rod and cap marked "RLS 4264" at the Southeast corner of the North 660.00 feet of the West 660.00 feet of Government Lot 1, Section 35, Township 22 South, Range 26 East, Lake County, Florida; thence run North 88°47'56" West along the South line of said North 660.00 feet of the West 660.00 feet of Government Lot 1 for a distance of 545.00 feet; thence run South 01°12'04" West for a distance of 124.51 feet to the Northerly right of way line of Hartle Road; thence run North 80°06'21" East along said Northerly right of way line for a distance of 433.09 feet to the beginning of a tangent curve concave to the Northwest and having a radius of 467.00 feet; thence run Northeasterly along the arc of said curve for a distance of 121.09 feet through a central angle of 14°51'22" to the end of said curve; thence run

North 65°14'58" East along said Northerly right of way line for a distance of 6.13 feet to a point on the East line of said West 660.00 feet of Government Lot 1; thence leaving said Northerly right of way line run North 00°29'39" West along said East line for a distance of 0.12 feet to the Point of Beginning.

AND FURTHER LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

A strip of land for road right of way purposes 66.00 feet wide lying in Section 35, Township 22 South, Range 26 East, Lake County, Florida, the centerline of which is described as follows:

Commencing at the Northwest corner of Section 35, Township 22 South, Range 26 East, run South 00°30'48" East along West line of the Northwest 1/4 of said Section 35, for a distance of 1856.75 feet to the Northwest corner of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of said Section 35; thence leaving said West line run South 88°23'30" East along the North line of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 and the North line of the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Section 35, for a distance of 1531.02 feet to the POINT OF BEGINNING; thence leaving said North line run South 00°00'09" East for a distance of 298.67 feet to a point designated as POINT A; thence run South 89°59'51" West for a distance of 58.00 feet to a POINT OF TERMINATION A of this centerline; BEGIN again at aforesaid POINT A; thence run North 89°59'51" East for a distance of 573.66 feet to a point on a tangent curve concave to the Northwest and having a radius of 2000.00 feet; thence run Northeasterly along the arc of said curve for a distance of 345.29 feet, through a central angle of 09°53'30" to the end of said curve; thence run North 80°06'21" East for a distance of 753.88 feet to a point on a tangent curve concave to the Northwest and having a radius of 500.00 feet; thence run Northeasterly along the arc of said curve for a distance of 129.64 feet, through a central angle of 14°51'22" to the end of said curve; thence run North 65°14'59" East for a distance of 252.91 feet to a point on a tangent curve concave to the Southwest and having a radius of 350.00 feet; thence run Easterly along the arc of said curve for a distance of 431.07 feet, through a central curve (sic) of 70°34'02" to the end of said curve; thence run South 44°11'00" East for a distance of 169.91 feet to a point on tangent curve concave to the Northeast and having a radius of 250.00 feet; thence run Southeasterly along the arc of said curve for a distance of 276.31 feet, through a central angle of 63°19'35" to the end of said curve; thence run North 72°29'25" East for a distance of 514.79 feet to a point on a tangent curve concave to the Southeast and having a radius of 750.00 feet; thence run Northeasterly along the arc of said curve for a distance of 240.51 feet through a central angle of 18°22'24" to the end of said curve; thence run South 89°08'11" East for a distance of 203.12 feet to the East line of Government Lot 1, said Section 35 and the POINT OF TERMINATION B of the aforesaid centerline.

Excluding that portion of Johns Lake South of Island Blvd. lying waterward of the Safe Upland Line (elevation 98.0 NGVD 29).

AND FURTHER LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

That part of Section 35, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at the West 1/4 corner of said Section 35, said corner marked by a 4"X4" concrete

monument (no identification) (Certified Corner Record No. 38693); thence South $88^{\circ}00'40''$ East along the East-West center of section line of said Section 35, a distance of 857.52 feet to the POINT OF BEGINNING; thence continue along said center of section line South $88^{\circ}00'40''$ East, a distance of 481.86 feet to a point on the East line of the platted portion of POSTAL COLONY COMPANY, as recorded in Plat Book 9, Page 65, of the Public Records of Lake County, Florida, said point lying North $88^{\circ}00'40''$ West, a distance of 3891.93 feet from the East 1/4 corner of said Section 35, said East 1/4 corner being marked by a 3" diameter iron pipe (no identification) (Certified Corner Record No. 38386); thence departing said center of section line, run North $00^{\circ}07'48''$ West along said East line, a distance of 12.98 feet to the Northeast corner of said platted portion of POSTAL COLONY COMPANY; thence departing said East line, run North $89^{\circ}33'17''$ West along the North line of said POSTAL COLONY COMPANY, a distance of 481.55 feet to the Point of Beginning.

MATTAMY ORLANDO LLC
(Revised 10-14-14 to exclude Postal Colony overlap)

DESCRIPTION (FURNISHED BY CLIENT):

Parcel 1:

The East 3/4 of the South 1/2 of Section 27, Township 22 South, Range 26 East;

AND

Parcel 2:

The North 1/2 of Section 34, Township 22 South, Range 26 East, LESS AND EXCEPT the West 1660 feet thereof;

AND

Parcel 3:

U.S. Government Lot 1, LESS AND EXCEPT the North 660 feet of the West 660 feet, lying in Section 35, Township 22 South, Range 26 East;

AND

Parcel 4:

The NW 1/4 of the SW 1/4 of the NW 1/4 of Section 35, Township 22 South, Range 26 East;

AND

Parcel 5:

Begin 50.25 feet North of the Southeast corner of the NW 1/4 of Section 35, Township 22 South, Range 26 East; thence run West 1305 feet; thence run South 8.3 feet; thence run West to the Southwest corner of the NW 1/4 of said Section 35; thence North to the Northwest corner of the South 1/2 of the SW 1/4 of the NW 1/4 of said Section 35; thence East to the Northeast corner of the South 1/2 of the SE 1/4 of the NW 1/4; thence South to the Point of Beginning;

AND

Parcel 6:

That part of Section 27, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

BEGIN at the Southeast corner of Lot 5, PINE VALLEY INDUSTRIAL PARK, according to the plat thereof, as recorded in Plat Book 29, Page 70, of the Public Records of Lake County, Florida; thence N00°55'27"E along the East line of said Lot 5, for a distance of 701.16 feet to the North line of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence S89°03'05"E along said North line, 16.98 feet to the West line of the East 3/4 of the South 1/2 of said Section 27; thence S00°24'50"W along said West line, 710.74 feet to the North line of the South 610.00 feet of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence departing said West line run N75°03'48"W, 39.92 feet to the South line of said Lot 5; thence S88°41'58"E along said South line, 15.41 feet to the POINT OF BEGINNING.

AND

Parcel 7:

That part of Lot 5, PINE VALLEY INDUSTRIAL PARK, according to the plat thereof, as recorded in Plat Book 29, Page 70, of the Public Records of Lake County, Florida, described as follows:

BEGIN at the Southeast corner of said Lot 5; thence N00°55'27"E along the East line of said Lot 5 for a distance of 696.49 feet; thence departing said East line run S53°23'08"W, 100.90 feet; thence S08°50'46"W, 57.13 feet; thence S33°38'56"W, 31.61 feet; thence S04°49'02"E, 40.96 feet; thence S02°58'52"E, 93.11 feet; thence S08°48'35"W, 60.57 feet; thence S20°20'22"W, 82.37 feet; thence S05°30'28"W, 59.91 feet; thence S10°59'05"W, 70.76 feet; thence S18°19'44"E, 68.63 feet; thence S32°06'31"E, 46.35 feet; thence S44°29'07"E, 31.79 feet; thence S61°25'49"E, 40.03 feet; thence S75°03'48"E, 26.77 feet to the South line of said Lot 5; thence S88°41'58"E along said South line, 15.41 feet to the POINT OF BEGINNING.

Easement Parcel A:

TOGETHER WITH an easement for ingress and egress to State Road 50 over the entire stretch of asphalt road the center line of which begins 174.60 feet West of the Northeast corner of the SW 1/4 of the NE 1/4 of Section 27, Township 22 South, Range 26 East, and run South 0°10' West through the entire SW 1/4 of the NE 1/4 of Section 27, which easement shall be 60 feet in width;

LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

The East 150.00 feet of the following described property (Magnolia Bay Boulevard according to the plat thereof, as recorded in Plat Book 34, Pages 47 through 49, of the Public Records of Lake County, Florida):

BEGIN at an iron rod and cap marked "RLS 4264" at the Southeast corner of the North 660.00 feet of the West 660.00 feet of Government Lot 1, Section 35, Township 22 South, Range 26 East, Lake County, Florida; thence run N88°47'56"W along the South line of said North 660.00 feet of the West 660.00 feet of Government Lot 1 for a distance of 545.00 feet; thence run S01°12'04"W for a distance of 124.51 feet to the Northerly right of way line of Hartle Road; thence run N80°06'21"E along said Northerly right of way line for a distance of 433.09 feet to the beginning of a tangent curve concave to the Northwest and having a radius of 467.00 feet; thence run Northeasterly along the arc of said curve for a distance of 121.09 feet through a central angle of 14°51'22" to the end of said curve; thence run N65°14'58"E along said Northerly right of way line for a distance of 6.13 feet to a point on the East line of said West 660.00 feet of Government Lot 1; thence leaving said Northerly right of way line run N00°29'39"W along said East line for a distance of 0.12 feet to the Point of Beginning;

AND FURTHER LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

A strip of land for road right of way purposes 66.00 feet wide lying in Section 35, Township 22 South, Range 26 East, Lake County, Florida, the centerline of which is described as follows:

Commencing at the Northwest corner of Section 35, Township 22 South, Range 26 East, run S00°30'48"E along West line of the Northwest 1/4 of said Section 35, for a distance of 1856.75 feet to the Northwest corner of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of said Section 35; thence leaving said West line run S88°23'30"E along the North line of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 and the North line of the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Section 35, for a distance of 1531.02 feet to the POINT OF

BEGINNING; thence leaving said North line run S00°00'09"E for a distance of 298.67 feet to a point designated as POINT A; thence run S89°59'51"W for a distance of 58.00 feet to a POINT OF TERMINATION A of this centerline; BEGIN again at aforesaid POINT A; thence run N89°59'51"E for a distance of 573.66 feet to a point on a tangent curve concave to the Northwest and having a radius of 2000.00 feet; thence run Northeasterly along the arc of said curve for a distance of 345.29 feet, through a central angle of 09°53'30" to the end of said curve; thence run N80°06'21"E for a distance of 753.88 feet to a point on a tangent curve concave to the Northwest and having a radius of 500.00 feet; thence run Northeasterly along the arc of said curve for a distance of 129.64 feet, through a central angle of 14°51'22" to the end of said curve; thence run N65°14'59"E for a distance of 252.91 feet to a point on a tangent curve concave to the Southwest and having a radius of 350.00 feet; thence run Easterly along the arc of said curve for a distance of 431.07 feet, through a central curve (sic) of 70°34'02" to the end of said curve; thence run S44°11'00"E for a distance of 169.91 feet to a point on a tangent curve concave to the Northeast and having a radius of 250.00 feet; thence run Southeasterly along the arc of said curve for a distance of 276.31 feet, through a central angle of 63°19'35" to the end of said curve; thence run N72°29'25"E for a distance of 514.79 feet to a point on a tangent curve concave to the Southeast and having a radius of 750.00 feet; thence run Northeasterly along the arc of said curve for a distance of 240.51 feet through a central angle of 18°22'24" to the end of said curve; thence run S89°08'11"E for a distance of 203.12 feet to the East line of Government Lot 1, said Section 35 and the POINT OF TERMINATION B of the aforesaid centerline.

AND FURTHER LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

That part of Section 35, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at the West 1/4 corner of said Section 35, said corner marked by a 4"x4" concrete monument (no identification) (Certified Corner Record No. 38693); thence S88°00'40"E along the East-West center of section line of said Section 35, a distance of 857.52 feet to the POINT OF BEGINNING; thence continue along said center of section line S88°00'40"E, a distance of 481.86 feet to a point on the East line of the platted portion of POSTAL COLONY COMPANY, as recorded in Plat Book 9, Page 65, of the Public Records of Lake County, Florida, said point lying N88°00'40"W, a distance of 3891.93 feet from the East 1/4 corner of said Section 35, said East 1/4 corner being marked by a 3" diameter iron pipe (no identification) (Certified Corner Record No. 38386); thence departing said center of section line, run N00°07'48"W along said East line, a distance of 12.98 feet to the Northeast corner of said platted portion of POSTAL COLONY COMPANY; thence departing said East line, run N89°33'17"W along the North line of said POSTAL COLONY COMPANY, a distance of 481.55 feet to the POINT OF BEGINNING.

Containing 540.223 acres more or less (excluding that portion of Johns Lake south of Island Blvd. lying waterward of the Safe Upland Line (elevation 98.0 NGVD 29)).

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 October 27, 2015 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2015-70

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:

(Alternate Keys 1095972, 3882911, 1095964, and 2717874)
South of S.R. 50, West of the Hartle Road, east of Hancock Road,
and north and south of Island Blvd

LEGAL DESCRIPTION

Parcel 1:

The East 3/4 of the South 1/2 of Section 27, Township 22 South, Range 26 East;
AND

Parcel 2:

The North 1/2 of Section 34, Township 22 South, Range 26 East, less and except the west 1660 feet thereof;
AND

Parcel 3:

U.S. Government Lot 1, less and except the north 660 feet of the west 660 feet, lying in Section 35, Township 22 South, Range 26 East;
AND

Parcel 4:

The NW 1/4 of the SW 1/4 of the NW 1/4 of Section 35, Township 22 South, Range 26 East;
AND

Parcel 5:

Begin 50.25 feet north of the southeast corner of the NW 1/4 of Section 35, Township 22 South, Range 26 East; thence run west 1305 feet; thence run south 8.3 feet; thence run west to the southwest corner of the NW 1/4 of said Section 35; thence north to the northwest corner of the south 1/2 of the SW 1/4 of the NW 1/4 of said Section 35; thence east to the northeast corner of the south 1/2 of the SE 1/4 of the NW 1/4; thence south to the point of beginning;
AND

Parcel 6:

That part of Section 27, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Begin at the Southeast corner of Lot 5, Pine Valley Industrial Park, according to the plat thereof, as recorded in Plat Book 29, Page 70, of the Public Records of Lake County, Florida; thence N00°55'27"E along the east line of said Lot 5, for a distance of 701.16 feet to the north line of the southwest 1/4 of the southwest 1/4 of said Section 27; thence S89°03'05"E along said north line, 16.98 feet to the west line of the east 3/4 of the south 1/2 of said Section 27; thence S00°24'50"W along said west line, 710.74 feet to the north line of the south 610.00 feet of the southwest 1/4 of the southwest 1/4 of said Section 27; thence departing said west line run N75°03'48"W, 39.92 feet to the south line of said Lot 5; thence S88°41'58"E along said south line, 15.41 feet to the point of beginning.

AND

Parcel 7:

That part of Lot 5, Pine Valley Industrial Park, according to the plat thereof, as recorded in Plat Book 29, Page 70, of the Public Records of Lake County, Florida, described as follows: Begin at the southeast corner of said Lot 5; thence N00°55'27"E along the east line of said Lot 5 for a distance of 696.49 feet; thence departing said east line run S53°23'08"W, 100.90 feet; thence S08°50'46"W, 57.13 feet; thence S33°38'56"W, 31.61 feet; thence S04°49'02"E, 40.96 feet; thence S02°58'52"E, 93.11 feet; thence S08°48'35"W, 60.57 feet; thence S20°20'22"W, 82.37 feet; thence S05°30'28"W, 59.91 feet; thence S10°59'05"W, 70.76 feet; thence S18°19'44"E, 68.63 feet; thence S32°06'31"E, 46.35 feet; thence S44°29'07"E, 31.79 feet; thence S61°25'49"E, 40.03 feet; thence S75°03'48"E, 26.77 feet to the south line of said Lot 5; thence S88°41'58"E along said south line, 15.41 feet to the Point of Beginning.

Easement Parcel A:

Together with an easement for ingress and egress to State Road 50 over the entire stretch of asphalt road the center line of which begins 174.60 feet west of the northeast corner of the SW 1/4 of the NE 1/4 of Section 27, Township 22 South, Range 26 East, and run south 0°10' west through the entire SW 1/4 of the NE 1/4 of Section 27, which easement shall be 60 feet in width;

LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

The east 150.00 feet of the following described property (Magnolia Bay Boulevard according to the plat thereof, as recorded in Plat Book 34, Pages 47 through 49, of the Public Records of Lake County, Florida):

Begin at an iron rod and cap marked "RLS 4264" at the southeast corner of the north 660.00 feet of the west 660.00 feet of Government Lot 1, Section 35, Township 22 South, Range 26 East, Lake County, Florida; thence run N88°47'56"W along the south line of said north 660.00 feet of the west 660.00 feet of Government Lot 1 for a distance of 545.00 feet; thence run S01°12'04"W for a distance of 124.51 feet to the northerly right of way line of Hartle Road; thence run N80°06'21"E along said northerly right of way line for a distance of 433.09 feet to the beginning of a tangent curve concave to the northwest and having a radius of 467.00 feet; thence run northeasterly along the arc of said curve for a distance of 121.09 feet through a central angle of 14°51'22" to the end of said curve; thence run N65°14'58"E along said northerly right of way line for a distance of 6.13 feet to a point on the east line of said west 660.00 feet of Government Lot 1; thence leaving said northerly right of way line run N00°29'39"W along said east line for a distance of 0.12 feet to the point of beginning;

AND FURTHER LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

A strip of land for road right of way purposes 66.00 feet wide lying in Section 35, Township 22 South, Range 26 East, Lake County, Florida, the centerline of which is described as follows:

Commencing at the northwest corner of Section 35, Township 22 South, Range 26 East, run S00°30'48"E along west line of the northwest 1/4 of said Section 35, for a distance of 1856.75 feet to the northwest corner of the south 1/2 of the southwest 1/4 of the northwest 1/4 of said Section 35; thence leaving said west line run S88°23'30"E along the north line of the south 1/2 of the southwest 1/4 of the northwest 1/4 and the north line of the south 1/2 of the southeast 1/4 of the northwest 1/4 of said Section 35, for a distance of 1531.02 feet to the point of beginning; thence leaving said north line run S00°00'09"E for a distance of 298.67 feet to a point designated as point A; thence run S89°59'51"W for a distance of 58.00 feet to a point of termination A of this centerline; begin again at aforesaid point A; thence run N89°59'51"E for a distance of 573.66 feet to a point on a tangent curve concave to the northwest and having a radius of 2000.00 feet; thence run northeasterly along the arc of said curve for a distance of 345.29 feet, through a central angle of 09°53'30" to the end of said curve; thence run N80°06'21"E for a distance of 753.88 feet to a point on a tangent curve concave to the northwest and having a radius of 500.00 feet; thence run northeasterly along the arc of said curve for a distance of 129.64 feet, through a central angle of 14°51'22" to the end of said curve; thence run N65°14'59"E for a distance of 252.91 feet to a point on a tangent curve concave to the southwest and having a radius of 350.00 feet; thence run easterly along the arc of said curve for a distance of 431.07 feet, through a central curve (sic) of 70°34'02" to the end of said curve; thence run S44°11'00"E for a distance of 169.91 feet to a point on a tangent curve concave to the northeast and having a radius of 250.00 feet; thence run southeasterly along the arc of said curve for a distance of 276.31 feet, through a central angle of 63°19'35" to the end of said curve; thence run N72°29'25"E for a distance of 514.79 feet to a point on a tangent curve concave to the southeast and having a radius of 750.00 feet; thence run northeasterly along the arc of said curve for a distance of 240.51 feet through a central angle of 18°22'24" to the end of said curve; thence run S89°08'11"E for a distance of 203.12 feet to the east line of Government Lot 1, said Section 35 and the point of termination B of the aforesaid centerline.

AND FURTHER LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

That part of Section 35, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at the west 1/4 corner of said Section 35, said corner marked by a 4"x4" concrete monument (no identification) (Certified Corner Record No. 38693); thence S88°00'40"E along the east-west center of section line of said Section 35, a distance of 857.52 feet to the point of beginning; thence continue along said center of section line S88°00'40"E, a distance of 481.86 feet to a point on the east line of the platted portion of Postal Colony Company, as recorded in Plat Book 9, Page 65, of the Public Records of Lake County, Florida, said point lying N88°00'40"W, a distance of 3891.93 feet from the East 1/4 corner of said Section 35, said east 1/4 corner being marked by a 3" diameter iron pipe (no identification) (Certified Corner Record No. 38386); thence departing said center of section line, run N00°07'48"W along said east line, a distance of 12.98 feet to the northeast corner of said platted portion of Postal Colony Company; thence departing said east line, run N89°33'17"W along the north line of said Postal Colony Company, a distance of 481.55 feet to the point of beginning.

Containing 540.223 acres more or less (excluding that portion of Johns Lake south of Island Blvd. lying waterward of the Safe Upland Line (elevation 98.0 NGVD 29).

See Map Below

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.

Daily Commercial
October 13, 2015

The map shows a residential neighborhood with a central 'Subject Property' highlighted in black. The property is bounded by Pine Valley Blvd to the west and Trade Ave to the south. To the north, there are several streets including Charter Oaks Trl, Carriage Hill Ct, and Castle Hill Rd. To the east, the property is adjacent to a large white rectangular area, possibly a park or undeveloped land. The map includes a road sign for Highway 50 in the upper right corner. Various other streets are labeled, such as Bond St, Sunbury St, and Cedaridge Cr. The map also shows a network of streets, some with house numbers, and a few commercial buildings.