



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, June 9, 2020**

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

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATIONS

Youth Council Recognition

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 - Surplus Request

Consider declaring end of life inventory as surplus from Environmental Services and Building Services and dispose of in accordance with the Purchasing Policy.

Item No. 2 - Board Appointment

Consider appointing Kimberly Grogan to the CRA Board.

Item No. 3 - Asphalt Paving Systems, Inc Proposal

Consider Road Resurfacing of the Transportation Improvement Plan in the budgeted amount of \$648,597.10

Item No. 4 - Piggyback Contract

Consider Sourcewell contract piggyback with Musco Sports Lighting, LLC. to provide sports lighting with related supplies and services in the anticipated contract value of \$300,000.

Item No. 5 - Resolution No. 2020-27R
Amending the Comprehensive Fee Schedule

Consider request to amend the City's fee schedules to increase meter installation fees and adopt a municipal lien search fee.

CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, June 9, 2020

UNFINISHED BUSINESS

Item No. 6 - Variance Request **WITHDRAWN**
Fazoli's Restaurant

Consider request to allow two (2) variances to the Land Development Code for development of a new fast food restaurant and retail buildings for vacant parcel located at the northeast corner of S. Hwy 27 and (Grand Highway) US Hwy 27.

Item No. 7 - Variance Request
Mirror Lake Subdivision

Consider request to allow for six variances to the Land Development Code for vacant property located on Old Highway 50, and west of the Greater Hills Subdivision.

Item No. 8 - Ordinance No. 2020-15 *Final*
Elyksian Hotel PUD

Consider a Planned Unit Development for a 50 room hotel on 1.07+/- acres at the southwest corner of 8th Street and W. Osceola Street.

NEW BUSINESS

Item No. 9 - Resolution No 2020-20R
Lowe's Home Improvement

Consider amendment to Conditional Use Permit to allow for a 3,500 square foot building addition for property located at 1501 Sandy Grove Avenue.

Item No. 10 - Ordinance No. 2020-14 Introduction
Hartle Road Industrial Park PUD

Consider an ordinance for an industrial park/warehouse with outside storage on 36 +/- acres located 3/4 mile south of SR 50 on CR 455/Hartle Road.

Item No. 11 - Ordinance No. 2020-19 *Introduction*
Affordable Housing Density Bonus Criteria
Amendment

Consider land development code amendment to provide an increase in the supply of workforce housing in new development.

Item No. 12 - Ordinance No. 2020-20 *Introduction*
Accessory Dwelling Unit (ADU)

Consider ordinance introduction of land development code change to allow accessory dwelling units (ADU) within the City.

CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, June 9, 2020

Item No. 13 - Ordinance No. 2020-21 *Transmittal*
Medium-Density Residential FLU Amendment

Consider introduction of ordinance for a future land use amendment to allow opportunities to increase residential density in the Medium-Density Future Land Use within a defined area that promotes the walk-ability of downtown.

Item No. 14 - Ordinance No. 2020-22 *Introduction*
CBD Density Bonus Amendment

Consider introduction of ordinance amendment to remove two adopted criteria components, fee simple ownership and wood construction, from the code that has created barriers to higher residential density projects.

ADJOURN

Public Notice

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

Should any person desire to appeal any decision of the City Council with respect to any matter to be considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made including all testimony and evidence upon which any appeal may be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (352) 241-7331 (Voice) no later than two (2) business days prior to the proceeding or by contacting the City Clerk's Office at cityclerk@clermontfl.org. TTY users may call via 711 (Florida Relay Service) no later than two (2) business days prior to the proceeding.

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

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 9, 2020		
Agenda Item Name		
Surplus Request		
Requested Action		
Request to approve and declare end of life inventory as surplus from the Environmental Services Departmental and Building Services Department, and dispose of in accordance with the Purchasing Policy.		
Staff Report		
The Purchasing Department, on behalf of Environmental Services and Building Services recommends approval of the above action.		
Environmental Services Department Qty. Property Description (350) Broken Otto Trash Carts (3360 lbs) Red Brass Water System Components		
Building Services Qty. Property Description (1) Metal File Cabinet		
Additional Analysis		
Fiscal Impact Summary		
Surplus property is anticipated to be sold for approximately \$5,000.00.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Environmental Services Disposal Forms Environmental Services Disposal Forms.pdf		
2. Building Services Disposal Form Building Services Disposal Form.pdf		



PROPERTY DISPOSAL FORM

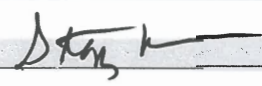
Dept. / Division: ENV. SVCS./WATER Property Tag #:
Contact Person: Larry Alcaide Phone: 352-536-4330
Year / Make / Model: n/a Vehicle No. n/a
Miles / Hours: n/a Serial / VIN: n/a
Description of Property 3360 LBS. clean (separated) red brass water system components

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☒ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** Please set the minimum acceptable purchase price at \$2500 for these items.

The purchaser must bring a container for the brass as the container the brass is in is not part of the sale.

Director Signature: 

Date: 5-4-20

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:

PROPERTY DISPOSAL FORM

Department: Sanitation

Property Tag #: none

Contact Person: Brian Camp

Phone: 352-267-2558

Year / Make / Model: Otto 95/65 gal. trash carts

Vehicle No. none

Miles / Hours: none

Serial / VIN: none

Description of Property 350 broken trash carts

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

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

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

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

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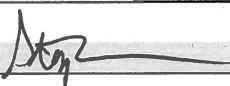
☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

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

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:** _____

Director Signature: Stoney Brunson 

Date: 05/07/2020

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: DEV. SERVICES/BLDG SVCS Property Tag #: N/A
Contact Person: Rosalee Cohen Phone: 352-241-7314
Year / Make / Model: N/A Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: N/A
Description of Property One metal file cabinet

☐ 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).
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- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☒ **OTHER:** Surplus

Director Signature: *[Signature]*

Date: 5/21/20

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 9, 2020		
Agenda Item Name		
Board Appointment		
Requested Action		
Staff Report		
Staff has received the following request for the vacant CRA board member position. Below is Kimberly Grogan's information for consideration. Kimberly Grogan I am president of Grogan, Inc dba Dash Sports 741 W Montrose St Clermont FL 34711. I have owned and operated Grogan Inc for 14 years in Clermont, formerly dba Gear for Multisport. I am also the Secretary for the Clermont Downtown Partnership board. My husband and I have lived in Lake County for 16 years and have been actively involved in the endurance community and the City of Clermont all these years. From hosting youth triathlon clinics in 2004 to helping to start park run Clermont in 2014, we have invested our time and talents to making Clermont a great place to live, work and play. Let me know if you have any questions or need anything else. Thank you, Kimberly		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 9, 2020		
Agenda Item Name		
Asphalt Paving Systems, Inc Proposal		
Requested Action		
Approve the proposal in order for Asphalt Paving Systems, Inc. to start work on resurfacing of City Streets.		
Staff Report		
We have received the proposal from Asphalt Paving Systems, Inc. (APS) to complete micro resurfacing of some of the City Streets. APS currently has a contract with the City of Clermont until September 4, 2020. Based on this, staff recommends that Council approve the start of the work.		
Additional Analysis		
Fiscal Impact Summary		
The estimated cost of this work is \$648,597.10. The amount approved in the current budget for resurfacing projects is \$650,000.		
Department Account Code: 12541-54603		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$648,597.10	12541-54603	\$648,865.00
Exhibits Attached (copies of original agreements)		
1. RS PROP#413b --IN -- Clermont - D MICRO - Var Rds - \$397K -- 4-16-20.xls	RS PROP#413b --IN -- Clermont - D MICRO - Var Rds - \$397K -- 4-16-20.xls.xlsx	
2. RS PROP#415b --IN -- Clermont - D MICRO - Palm St - \$81K -- 4-16-20.xls	RS PROP#415b --IN -- Clermont - D MICRO - Palm St - \$81K -- 4-16-20.xls.xlsx	
3. RS PROP#448a --IN -- Clermont - Mill HMA - Grand Hwy Pitt St- \$171K -- 5-19-20	RS PROP#448a --IN -- Clermont - Mill HMA - Grand Hwy Pitt St- \$171K -- 5-19-20.xlsx	



DATE: 4/16/2020

TO: Lee Van Dever, Public Works Assistant Director
City of Clermont
400 12th Street.
Clermont, FL 34711
352-394-7177

FROM: Asphalt Paving Systems, Inc.
Randy Shane - South Florida Rep
9021 Wire Road
Zephyrhills, FL 33540
Ph: 813-892-0056

RE: Project proposal
Crack Seal & D MICRO-SURFACE

Product	Description	Units	Quantity	Unit Price	Total Price
	Lee County Contract				
101-1	MOBILIZATION	EA	1.00	2%	\$ 7,550.00
102-1	MAINTENANCE OF TRAFFIC	EA	1.00	3%	\$ 11,300.00
APT-001	CRACK FILLING / SEALING	GAL	1,800.00	\$ 19.00	\$ 34,200.00
APM-002	DOUBLE MICRO-SURFACE 28-32 LBS.	SY	86,831.00	\$ 3.60	\$ 312,591.60
APM-002	DOUBLE MICRO-SURFACE 28-32 LBS. (L)	SY	300.00	\$ 3.60	\$ 1,080.00
425-1	ADJUSTING MANHOLES (METAL RISER RINGS)	EA	6.00	\$ 125.00	\$ 750.00
425-2	ADJUSTING VALVE BOXES (METAL RISER RINGS)	EA	6.00	\$ 85.00	\$ 510.00
711	THERMOPLASTIC PM				
711-1	6" SOLID STRIPE/EXTRU. THERMO	LF	5,600.00	\$ 1.25	\$ 7,000.00
711-2	12" SOLID STRIPE/EXTRU. THERMO	LF	600.00	\$ 4.50	\$ 2,700.00
711-3	18" SOLID STRIPE/EXTRU. THERMO	LF	60.00	\$ 5.50	\$ 330.00
711-4	24" SOLID STRIPE/EXTRU. THERMO	LF	800.00	\$ 5.25	\$ 4,200.00
711-7	DIRECTIONAL ARROWS/ EXTRU. THERMO	EA	6.00	\$ 110.00	\$ 660.00
711-8	PAVEMENT MESSAGES/ EXTRU. THERMO	EA	1.00	\$ 225.00	\$ 225.00
711-10	REMOVE EXISTING PAVEMENT MARKINGS	SF	800.00	\$ 5.00	\$ 4,000.00
706-1	REFLECTIVE PAVEMENT MARKINGS (RPM'S)	EA	140.00	\$ 6.00	\$ 840.00
	(Fire Hyd.)				
710	PAINTED PM				
710-1	6" SOLID TRAFFIC STRIPE (PAINT)	LF	5,600.00	\$ 0.50	\$ 2,800.00
710-2	12" SOLID TRAFFIC STRIPE (PAINT)	LF	600.00	\$ 2.75	\$ 1,650.00
710-3	18" SOLID TRAFFIC STRIPE (PAINT)	LF	60.00	\$ 4.00	\$ 240.00
710-4	24" SOLID TRAFFIC STRIPE (PAINT)	LF	800.00	\$ 4.50	\$ 3,600.00
710-7	DIRECTIONAL ARROWS (PAINT)	EA	6.00	\$ 75.00	\$ 450.00
710-8	PAVEMENT MESSAGES (PAINT)	EA	1.00	\$ 90.00	\$ 90.00
*	Minor leveling with Micro				

	Total	\$ 396,766.60
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Respectfully Submitted,

Randy D. Shane

Asphalt Paving Systems, Inc.

Zephyrhills, Florida

c: 813-892-0056

e: rd.shane@hotmail.com

Accepted By: _____

Signature: _____

Date: _____

* Proposal valid for 30 days.

Project Street list

ITEM	STREET NAME	FROM	TO	LENGTH	WIDTH	TOTAL UNITS	UNIT PRICE	Total
	GRAND HWY	631 Grand Hwy west	to end of 23 ft section	2,050	23.0	5,238.89		
	CLEARVIEW ST	Hancock Rd	Glenford Dr	1,110	20.0	2,466.67	\$ -	\$0.00
	FALLCREST CIR	Heritage Hills Blvd	Heritage Hills Blvd	4,080	20.0	9,066.67		
	LEDGEMONT CT	Fallcrest Cir	end	780	20.0	1,733.33		
	GLENFORD DR	Cul	Cul	2,180	20.0	4,844.44		
	HARTWOOD PINES WAY	Hancock Rd	Hartwood Marsh Rd	1,600	20.0	3,555.56		
	BOKEELIA LOOP	Hartwood Pines Way	Hartwood Pines Way	1,220	20.0	2,711.11		
	SKYRIDGE RD	Northridge Blvd	Crestridge Dr	2,100	20.0	4,666.67		
	CRESTRIDGE DR	Woodvale St	Cul	1,800	20.0	4,000.00		
			Cul			558.00		
	WOODVALE ST	Knollcrest Dr	Cul	540	20.0	1,200.00		
			Cul			558.00		
	KNOLLCREST DR	Vale Dr	Skyridge Rd	1,900	20.0	4,222.22		
	COUNTRY BROOK AVE	Vale Dr	Skyridge Rd	1,470	20.0	3,266.67		
	VALE DR	Skyridge Rd	Cul	2,350	20.0	5,222.22		
			Cul			558.00		
	RIDGE WAY ST	Vale Dr	Citrus Tower Blvd	675	20.0	1,500.00		
	FOXCHASE DR	Hammock Ridge Rd	Cul	2,440	20.0	5,422.22		
				520	36.0	2,080.00		
			Cul			800.00		
	OAKBORO DR	Foxchase Dr	Briar Run Dr	320	20.0	711.11		
	TRIPLE CROWN CT	Foxchase Dr	Cul	150	20.0	333.33		
			Cul			800.00		
	BRIAR RUN DR	Foxchase Dr	Crooked Branch Dr	2,510	20.0	5,577.78		
	CROOKED BRANCH DR	Foxchase Dr	Briar Run Dr	1,670	20.0	3,711.11		
	INDIAN SHORE DR	CR 561	Shorecrest Cir	300	24.0	800.00		
	SHORECREST CIR	Indian Shore Dr	Indian Shore Dr	2,890	24.0	7,706.67		
	OAK HOLLOW RD	Shorecrest Cir	Shorecrest Cir	660	24.0	1,760.00		
	INDIAN SHORE DR	Shorecrest Cir	Shorecrest Cir	660	24.0	1,760.00		
				35,975.00		86,831	Total	\$0.00



Asphalt Paving Systems, Inc.
 Randy Shane - South Florida Rep
 Zephyrhills, FL 33540
 Ph: 813-892-0056



DATE: 4/16/2020

TO: Lee Van Dever, Public Works Assistant Director
City of Clermont
400 12th Street.
Clermont, FL 34711
352-394-7177

FROM: Asphalt Paving Systems, Inc.
Randy Shane - South Florida Rep
9021 Wire Road
Zephyrhills, FL 33540
Ph: 813-892-0056

RE: Project proposal
Crack Seal & D MICRO-SURFACE

Product	Description	Units	Quantity	Unit Price	Total Price
	Lee County Contract				
101-1	MOBILIZATION (to be done with other micro)	EA	1.00	0%	\$ -
102-1	MAINTENANCE OF TRAFFIC (closed for 3 days)	EA	1.00	0%	\$ -
APT-001	CRACK FILLING / SEALING	GAL	500.00	\$ 19.00	\$ 9,500.00
APM-002	DOUBLE MICRO-SURFACE 28-32 LBS.	SY	13,000.00	\$ 3.80	\$ 49,400.00
APM-002	DOUBLE MICRO-SURFACE 28-32 LBS. (L)	SY	300.00	\$ 3.80	\$ 1,140.00
425-1	ADJUSTING MANHOLES (METAL RISER RINGS)	EA	6.00	\$ 125.00	\$ 750.00
425-2	ADJUSTING VALVE BOXES (METAL RISER RINGS)	EA	6.00	\$ 85.00	\$ 510.00
711	THERMOPLASTIC PM				
711-1	6" SOLID STRIPE/EXTRU. THERMO	LF	5,000.00	\$ 1.25	\$ 6,250.00
711-2	12" SOLID STRIPE/EXTRU. THERMO	LF	200.00	\$ 4.50	\$ 900.00
711-3	18" SOLID STRIPE/EXTRU. THERMO	LF	120.00	\$ 5.50	\$ 660.00
711-4	24" SOLID STRIPE/EXTRU. THERMO	LF	80.00	\$ 5.25	\$ 420.00
711-7	DIRECTIONAL ARROWS/ EXTRU. THERMO	EA	6.00	\$ 110.00	\$ 660.00
711-8	PAVEMENT MESSAGES/ EXTRU. THERMO	EA	8.00	\$ 225.00	\$ 1,800.00
711-10	REMOVE EXISTING PAVEMENT MARKINGS	SF	800.00	\$ 5.00	\$ 4,000.00
706-1	REFLECTIVE PAVEMENT MARKINGS (RPM'S)	EA	10.00	\$ 6.00	\$ 60.00
	(Fire Hyd.)				
710	PAINTED PM				
710-1	6" SOLID TRAFFIC STRIPE (PAINT)	LF	5,000.00	\$ 0.50	\$ 2,500.00
710-2	12" SOLID TRAFFIC STRIPE (PAINT)	LF	200.00	\$ 2.75	\$ 550.00
710-3	18" SOLID TRAFFIC STRIPE (PAINT)	LF	120.00	\$ 4.00	\$ 480.00
710-4	24" SOLID TRAFFIC STRIPE (PAINT)	LF	80.00	\$ 4.50	\$ 360.00
710-7	DIRECTIONAL ARROWS (PAINT)	EA	6.00	\$ 75.00	\$ 450.00
710-8	PAVEMENT MESSAGES (PAINT)	EA	8.00	\$ 90.00	\$ 720.00
*	All Bumper blocks to be removed and replaced by the City				
*	To be done with other micro for the City and lot to closed for three days to allow for micro and striping to be				

completed. Prefer to do the work in fall or winter.	Total	\$ 81,110.00
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Respectfully Submitted,

Randy D. Shane

Asphalt Paving Systems, Inc.

Zephyrhills, Florida

c: 813-892-0056

e: rd.shane@hotmail.com

Accepted By: _____

Signature: _____

Date: _____

* Proposal valid for 30 days.

Project Street list

ITEM	STREET NAME	FROM	TO	LENGTH	WIDTH	TOTAL UNITS	UNIT PRICE	Total
	Palm St Parking Area	3rd St	2nd St	1,300	90.0	13,000.00		
				1,300.00		13,000	Total	\$0.00



Asphalt Paving Systems, Inc.
 Randy Shane - South Florida Rep
 Zephyrhills, FL 33540
 Ph: 813-892-0056



DATE: 5/19/2020

TO: Lee Van Dever, Public Works Assistant Director
City of Clermont
400 12th Street.
Clermont, FL 34711
352-394-7177

FROM: Asphalt Paving Systems, Inc.
Randy Shane - South Florida Rep
9021 Wire Road
Zephyrhills, FL 33540
Ph: 813-892-0056

RE: Project proposal
M/O 1" Grand Hwy and Pitt St

Product	Description	Units	Quantity	Unit Price	Total Price
	Lee County Contract				
101-1	MOBILIZATION	%	2.00	\$ 1,628.00	\$ 3,256.00
102-1	MAINTENANCE OF TRAFFIC	%	3.00	\$ 1,628.00	\$ 4,884.00
425-1	ADJUSTING MANHOLES (METAL RISER RINGS)	EA	3.00	\$ 125.00	\$ 375.00
333-2	ASPHALTIC CONCRETE TYPE S-3 (1")	TN	740.00	\$ 105.00	\$ 77,700.00
327-2	MILLING OF EXISTING ASPHALT (1")	SY	13,438.00	\$ 3.50	\$ 47,033.00
710	PAINTED PM				
710-1	6" SOLID TRAFFIC STRIPE (PAINT)	LF	11,000.00	\$ 0.50	\$ 5,500.00
710-2	12" SOLID TRAFFIC STRIPE (PAINT)	LF	400.00	\$ 2.75	\$ 1,100.00
710-3	18" SOLID TRAFFIC STRIPE (PAINT)	LF	800.00	\$ 4.00	\$ 3,200.00
710-4	24" SOLID TRAFFIC STRIPE (PAINT)	LF	50.00	\$ 4.50	\$ 225.00
710-5	6" SKIP TRAFFIC STRIPE (PAINT)	LF	100.00	\$ 0.55	\$ 55.00
710-7	DIRECTIONAL ARROWS (PAINT)	EA	28.00	\$ 75.00	\$ 2,100.00
710-8	PAVEMENT MESSAGES (PAINT)	EA	0.00	\$ 90.00	\$ -
711	THERMOPLASTIC PM				
711-1	6" SOLID STRIPE/EXTRU. THERMO	LF	11,000.00	\$ 1.25	\$ 13,750.00
711-2	12" SOLID STRIPE/EXTRU. THERMO	LF	400.00	\$ 4.50	\$ 1,800.00
711-3	18" SOLID STRIPE/EXTRU. THERMO	LF	800.00	\$ 5.50	\$ 4,400.00
711-4	24" SOLID STRIPE/EXTRU. THERMO	LF	50.00	\$ 5.25	\$ 262.50
711-5	6" SKIP TRAFFIC STRIPE/EXTRU. THERMO	LF	100.00	\$ 2.00	\$ 200.00
711-7	DIRECTIONAL ARROWS/ EXTRU. THERMO	EA	28.00	\$ 110.00	\$ 3,080.00
711-8	PAVEMENT MESSAGES/ EXTRU. THERMO	EA	0.00	\$ 225.00	\$ -
711-7B	PREFORMED SYMBOL (BIKE)	EA	0.00	\$ 200.00	\$ -
706-1	REFLECTIVE PAVEMENT MARKINGS (RPM'S)	EA	300.00	\$ 6.00	\$ 1,800.00
	(Fire Hyd.)				
				Total	\$ 170,720.50

Respectfully Submitted,

Randy D. Shane

Asphalt Paving Systems, Inc.

Zephyrhills, Florida

c: 813-892-0056

e: rd.shane@hotmail.com

Accepted By: _____

Signature: _____

Date: _____

* Proposal valid for 30 days.

Project Street list

ITEM	STREET NAME	FROM	TO	LENGTH	WIDTH	TOTAL UNITS	UNIT PRICE	Total
						0.00		
M/O	GRAND HWY	US 27	631 Grand Hwy	770	52.0	4,448.89		
M/O	GRAND HWY	East Ave east to 23 ft section		1,250	48.0	6,666.67		
							\$ -	\$0.00
M/O	PITT ST	Grand Hwy	west 550 ft	550	38.0	2,322.22	\$ -	\$0.00
				2,570.00		13,438	Total	\$0.00



Asphalt Paving Systems, Inc.
 Randy Shane - South Florida Rep
 Zephyrhills, FL 33540
 Ph: 813-892-0056



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 9, 2020		
Agenda Item Name		
Piggyback Contract		
Requested Action		
Recommend to approve a piggyback contract number #071619-MSL from Sourcewell with with Musco Sports Lighting, LLC. to provide sports lighting with related supplies and services.		
Staff Report		
The Purchasing Department, Parks and Recreation Department and Public Works Department recommend approval of the above action. At the request of the Parks and Recreation and Public Works Departments, the Purchasing Department sought a contract from Sourcewell number 071619-MSL, to provide sports lighting with related supplies and services. In accordance with the direction of City Council, the Purchasing Department issued a Request for Information (RFI) number 2003-002 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 Sourcewell contract number 071619-MSL. The Sourcewell contract with Musco Sports Lighting, LLC. expires August 27, 2023. The contract may be extended for one additional one-year period. The Sourcewell contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
The anticipated overall contract value is \$300,000. Annual funding under this contract will be incorporated in the City's budget. Department Account Code 10572-54606		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 2003-002	RFI 2003-002.pdf	

2.	Musco Contract 071619	Musco Contract 071619.pdf
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REQUEST FOR INFORMATION

Intent to Utilize Sourcewell Contract for Sports Lighting with Related Supplies and Services

CONTACT INFORMATION:

Freddy L. Suarez, MPA, CPPB

Purchasing Director

EMAIL: fsuarez@clermtfl.org

Phone: (352) 241-7350

RFI No. **2003-002**

ISSUED DATE: March 3, 2020

NOTICE OF INTENT TO PIGGYBACK A CONTRACT

NOTICE END DATE: March 11, 2020 at 2:00 P.M. (EST)

DEADLINE FOR WRITTEN QUESTIONS: Not Applicable

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

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

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

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

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Public Works

(b) Company Information: Musco Sports Lighting LLC

(c) Contract Number and Title: #071619-MSL / Sports Lighting with Related Supplies and Services

(d) Length of Contract: 3 Year(s) w/optional one (1) one-year renewal.

(e) Product or Service Provided: Indoor-Outdoor Athletic Surfacing with Related Equipment, Products, Supplies, Installation and Services

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.

**Solicitation Number: #071619****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and, Musco Sports Lighting LLC, 100 1st Ave West PO Box 808, Oskaloosa IA 52577 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 27, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 8/28/2019 | 8:39 AM CDT

Musco Sports Lighting LLC

DocuSigned by:
By: James M. Hansen
B16F9CCB78A0420...
James M. Hansen
Title: Secretary
Date: 8/29/2019 | 9:33 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 8/27/2019 | 3:22 PM CDT

RFP #071619 - Sports Lighting with Related Supplies and Services

Vendor Details

Company Name:	Musco Sports Lighting, LLC
Address:	100 1st Ave West PO Box 808 Oskaloosa, IA 52577
Contact:	Amanda Hudnut
Email:	musco.contracts@musco.com
Phone:	800-825-6030
Fax:	641-672-1996
HST#:	42-1511754

Submission Details

Created On:	Thursday May 30, 2019 11:07:29
Submitted On:	Friday July 12, 2019 13:23:35
Submitted By:	Jim Hansen
Email:	jim.hansen@musco.com
Transaction #:	62e6e5f5-5e56-45ba-b461-305cf2583830
Submitter's IP Address:	216.248.100.66

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Musco Sports Lighting, LLC
2	Proposer Address:	100 1st Ave West PO Box 808 Oskaloosa, IA 52577
3	Proposer website address:	www.musco.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	James M. Hansen Secretary Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Amanda Hudnut Funding Resource Specialist Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ryan Tighe Lead Development Manager Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com

Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since 1976, Musco Sports Lighting, LLC (Musco/Musco Sports Lighting) has been providing sports lighting systems. Musco's mission has been to provide sports field and large area lighting solutions for public and private entities throughout the United States of America and internationally. Musco has been the industry leader in developing an industry leading lighting system that provides high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry. Throughout the history of Musco, we have had the pleasure of being the recipient of an Academy Award®, Emmy® Award and the Paul Waterbury Award for Excellence for Outdoor Lighting. Musco has also developed partnerships with Little League International and the United States Soccer Foundation, to name a couple. Musco has offices and manufacturing facilities in Oskaloosa, IA and Muscatine, IA. We have a workforce of approximately 1,000 Team Members located in these facilities and regional sales offices conveniently located around the United States of America (AZ, CA, CO, FL, IL, IN, MN, NJ, NC, OH, TX & VA). In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally. At Musco, we ensure that every member of our Lighting Services team is a sports lighting expert so you don't have to be. With more than 40 years as the sports-lighting industry leader, our Team Members will bring our vast experience to your fields. Regionally based for quick response, they specialize in routine maintenance, repairs, and analysis of any sports-lighting system. Along with our Lighting Services team, we have a fully staffed group of internal experts: Sales Representatives, Service Representatives, Parts Representatives, Project Coordinators, Project Planning Specialist, Schedulers, and Engineers. They will ensure your project flows smoothly and you get the results you expect. Another key part of our team is Control-Link Central™. Staffed 24/7, this team oversees on/off control, monitoring, and management of sports fields around the USA and globally.
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8	Provide a detailed description of the products and services that you are offering in your proposal.	Light-Structure System™ with Total Light Control – TLC for LED® is for new outdoor lighting applications. It is engineered as 5 Easy Pieces™ designed to customer's needs utilizing our Light-Structure System™. Lights, structures, and electrical components are engineered to work together. This assures the designed lighting gets in place and stays there over the life of the system, while also maintaining and protecting the operation environment so the components continue to function. We've included features like easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the lighting system. This system includes our Control-Link® Control System and is covered by Musco's Constant 25™ Product Assurance & Warranty Program. SportsCluster® System with Total Light Control – TLC for LED® or Total Light Control – TLC for LED® Retrofit System is for outdoor and indoor applications. It is a modular photometric unit, factory aimed and tested, to perform from a customer's existing structures, making an easy retrofit lighting solution. This system includes our Control-Link® Control System and is covered by Musco's Constant 10™ Product Assurance & Warranty Program, contingent upon Musco's inspection and approval of existing structure and electrical wiring. Control-Link® Control System is for new and existing facilities. Control-Link® is a reliable, cost effective system that helps control, monitor, and manage your new or existing recreation facility lighting or any other electrically operated equipment. The Control-Link® System includes our exclusive Control-Link Central™ team, staffed 24/7 to assist you with your scheduling and reporting needs. Our system can save you time, hassle, energy, and staff costs. Control-Link® makes your job easier and provides ongoing savings for your operating budget. Through the use of Musco's Control-Link® system we have ability to remotely monitor the lighting system. The system monitors the amperage of each individual pole at a specified facility. This gives Musco the ability to know when an issue occurs. Installations services are available on a per project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index. Musco Sports Lighting has over 130 Team Members dedicated to operating and maintaining customer lighting around the USA. Regionally based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports-lighting systems. Our Control-Link Central™ is staffed 24/7 with trained operators whom provide scheduling and report assistance, along with one-on-one phone training. Proactive nightly testing is done to assure customers control systems are operating properly and field operations are constantly monitored. Along with our Lighting Services and Control-Link Central™ teams, we have a fully staffed group of internal experts: Sales Representatives, Service Representatives, Parts Representatives, Project Coordinators, Project Planning Specialist, Schedulers, and Engineers. They will ensure your project flows smoothly and you get the results you expect.
9	What are your company's expectations in the event of an award?	Musco became an awarded Sourcwell vendor in 2014. Using this tool in our sales toolbox, we have seen the yearly Sourcwell sales significantly increase in a short 4 year period of time. We look forward to continuing to educate eligible members and our Musco Team Members on the benefits of Sourcwell.
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see uploaded letters from Wells Fargo Bank, N.A. & Travelers Casualty and Surety Company of America. Also included is a copy of our current insurance certificate.
11	What is your US market share for the solutions that you are proposing?	Currently, Musco's sports lighting systems & solutions make up approximately 80% of the US market share.
12	What is your Canadian market share, if any?	Currently, Musco's sports lighting systems & solutions make up approximately 50% of the Canadian market share
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Musco Sports Lighting, LLC has not been the subject to any voluntary or involuntary bankruptcy, insolvency or receivership proceeding.

14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Musco Sports Lighting is a manufacturer of sports lighting and large area lighting systems. Musco has a sales force of over 80 dedicated Sales Team Members throughout the United States & Canada. Musco has sales offices conveniently located around the United States of America (AZ, CA, CO, FL, IL, IN, MN, NJ, NC, OH, TX & VA). These team members are employed by Musco.
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada and complies with applicable federal, state, local, and industry laws for each purchasing customer. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co. Please reference the uploaded Musco Contractor License information. As a General Contractor, Musco selects and contracts with local subcontractor organizations that meet our quality standards and can fulfill our time constraints to perform the type of work outlined in this RFP. Musco does obtain license verification and insurance certificates for all subcontractors whom work with us. Musco Sports Lighting, LLC has UL Product Certifications for: - High-Intensity Discharge Surface-Mounted Luminaires: UL Number E33316 - Management Equipment, Energy: UL Number E139944 - Industrial Control Panels: UL Number E204954 - Emergency Lighting and Power Equipment: UL Number E311491 - Luminaire Fittings: UL Number E132445 - Luminaire Poles in Excess of 12 ft (3.7m): UL Number E325078 - Devices, Scaffolding: UL Number SA7004 - Lightning Conductors, Air Terminals, and Fittings: UL Number E337467 - Light-Emitting-Diode Surface-Mounted Luminaires: UL Number E338094 Luminaries have been reviewed by UL to UL and CSA standards.
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	Musco Sports Lighting, LLC has not been the subject of any suspensions or disbarments.
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The scope of work of the RFP covers Musco products and services. Musco has no additional subcategories to suggest. Below is a list of keywords that best describe Musco's product and services. Sports Lighting, lighting, Musco, Musco Lighting, LED, lamp, LED lighting, fixtures, light fixtures, flood lights, flood light, light poles, field lighting, football lighting, soccer lighting, baseball lighting, softball lighting, tennis lighting, basketball lighting, arena lighting, parking lighting, transportation lighting, infrastructure lighting

Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	During Musco's 43 years in the sports lighting industry, Musco & our Team Members have received quite a few awards and recognitions. Below is a listing of several recent awards & recognitions along with our more notable ones from years past. NIAAA Distinguished Service to Athletic Administration (Dina Neeley, NC) from the North Carolina Athletic Directors Association (2018) David Lose Partnership Award (Curt Mickey, KY) from the Kentucky Recreation and Park Society (2018) 1st Prize of Lighting Design from the China Lighting Awards for China Tennis Center Diamond Court (2017) 2nd Prize Lighting Design from the China Lighting Awards for Xinjiang Hongshan Basketball Arena (2017) The Excellence Award from the China Lighting Awards for Shanton University Sports Park (2017) Award for Merit from the IES® for the lighting design at the University of Arizona McKale Center (2015) Excellent Performer Award from DP World (2014) Sports Emmy® Award from the ten Academy of Television Arts & Sciences for lighting ESPN's telecast of the Winter X-Games (2012) Paul Waterbury Award of Excellence for Outdoor lighting from the IES™ for the innovative lighting design at Charlotte Motor Speedway (1993) Scientific and Engineering Award from the Academy of Motion Picture Arts and Services® (1985) Emmy® Award from the Academy of Television Arts & Sciences® for lighting NCAA football telecasts (1982)	*
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 44% of Musco's current national sales are to government sector.	*
20	What percentage of your sales are to the education sector in the past three years	Approximately 46% of Musco's current national sales are to education sector	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco is an awarded vendor on several national and regional cooperative purchasing contracts. Please see the uploaded document titled "Musco Cooperative Information" for a summary of the cooperatives and approximate sales for 2016, 2017 and 2018.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco Sports Lighting, LLC currently does not hold any GSA contracts.	*

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
City of Asheville Asheville, NC	Pete Wall Program Manager - Parks & Recreation	Phone 828-259-5815 Email pwall@ashevillenc.gov	*
Buffalo State SUNY Buffalo, NY	Michael Bonfante Assistant Design & Construction Coordinator Facilities Office	Phone 716-570-4034 Email bonfanmv@buffalostate.edu	*
City of Chesapeake Chesapeake, VA	Mike Barber Director - Parks, Recreation and Tourism	Phone 757-382-6411 Email mbarber@cityofchesapeake.net	*
Denver Public Schools Denver, CO	Josh Griesbach Facility Planner	Phone 720-423-1913 Email joshua_griesbach@dpsk12.org	
University of Nebraska Lincoln Lincoln, NE	Amy Lanham Senior Associate Director Campus Recreation	Phone 402-472-9481 Email alanham2@unl.edu	

Top Five Government, Education or Non-profit Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Local Government	Government	California - CA	Materials only	Approximately \$2.8M/project	Approximately \$8.5M	*
K-12 Public Education	Education	Texas - TX	Materials only	Approximately \$1.3M/project	Approximately \$6.6M	*
Local Government	Government	Virginia - VA	GC Turnkey	Approximately \$276K/project	Approximately \$5.7M	*
Local Government	Government	Nevada - NV	Materials Only	Approximately \$600K/project	Approximately \$5.4M	*
Local Government	Government	North Carolina - NC	GC Turnkey	Approximately \$596K/project	Approximately \$5.3M	*

Ability to Sell and Deliver Service to Sourcewell Members

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Musco has offices and manufacturing facilities in Oskaloosa, IA and Muscatine, IA. We have a workforce of approximately 1,000 Team Members located in these facilities and regional sales offices conveniently located around the United States of America (AZ, CA, CO, FL, IL, IN, MN, NJ, NC, OH, TX & VA). In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally. Musco has a sales force of over 80 dedicated Sales Team Members throughout the United States & Canada. These team members are employed by Musco.	*
26	Dealer network or other distribution methods.	Musco Sports Lighting has no agents or dealers authorized to represent the company. Musco's custom designed, engineered to order lighting systems must be purchased directly from the company.	*
27	Service force.	Musco Sports Lighting has over 130 Team Members dedicated to operating and maintaining customer lighting around the USA. Regionally based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports-lighting systems. Our Control-Link Central™ is staffed 24/7 with trained operators whom provide scheduling and report assistance, along with one-on-one phone training. Proactive nightly testing is done to assure customers control systems are operating properly and field operations are constantly monitored.	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Musco Sports Lighting has over 130 Team Members dedicated to operating and maintaining customer lighting around the USA. Regionally based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports-lighting systems. Our Control-Link Central™ is staffed 24/7 with trained operators whom provide scheduling and report assistance, along with one-on-one phone training. Proactive nightly testing is done to assure customers control systems are operating properly and field operations are constantly monitored.	*
29	Identify any geographic areas that you will NOT be fully serving through the proposed contract.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. Musco will be able to fully serve all geographic areas through the proposed contract. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Musco Sports Lighting will be able to fully serve all Sourcewell Members through the proposed contract.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Musco has no specific requirements or restrictions which apply to Sourcewell Members located outside the continental USA.	*

Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Musco has several brochures available to market our product to Sourcewell members. A sampling of what we can supply is listed below and attached. • World Class Leaders brochure • Always Ready to Play brochure • Light-Structure System™ with Total Lighting Control – TLC for LED® brochure • Retrofit Lighting Solutions TLC for LED® brochure • Large Area Lighting brochure • Indoor Sports Lighting Solutions brochure • Control-Link® Control System brochure Musco Sports Lighting markets our products through tradeshow, conventions, direct mail and advertising. Musco does targeted, personalized marketing promotions to specific customer groups and would be able to provide information on Sourcewell as appropriate in those promotions. Our National Sales Team would promote Sourcewell by informing qualified customers of this available resource for their use in purchasing their sports lighting system.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Musco regularly provides updates about our team, product, services and projects via our web site (www.musco.com) & social media accounts (Twitter, Facebook & LinkedIn). In addition to the company ran social media accounts, our sales representatives each have a Twitter account that they post updates to on a regular basis.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Musco would anticipate that Sourcewell promotes Musco products and services to their Members through their web site, social media, tradeshow and publications. Musco became an awarded Sourcewell vendor in 2014. Using this tool in our sales toolbox, we have seen the yearly Sourcewell sales significantly increase in a short 4 year period of time. We look forward to continuing to educate eligible members and our Musco Team Members on the benefits of Sourcewell.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to Musco's custom designed, engineered to order lighting systems, our products and services are not available through any e-procurement ordering process.

Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Musco includes training with the purchase of our products. Our Control-Link Central™ is staffed 24/7 with trained operators whom provide scheduling and report assistance, along with one-on-one phone training.

37	Describe any technological advances that your proposed products or services offer.	At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings. Musco's Light-Structure System™ has delivered long-term performance for thousands of customers around the world. Lights, structures, and electrical components are engineered to work together. This assures the designed lighting gets in the place and stays there over the life of the system, while also maintaining and protecting the operating environment so the components continue to function. We have included features like easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the LED's sensitive electronic components. For nearly a decade, the Musco Team has been testing the LED light source and applying it on projects where it was the best choice. We have researched LED's distinctive challenges and advantages and applied our knowledge of light control to the unique characteristics of the diode, assuring the quality of lighting for which Musco is known. We have paired our expertise in controlling light with the advancing output of LED to the point that we are confident it's a cost-effective option to consider for recreational facilities. Musco creates controlled light, not floodlights. LED brings many benefits and new opportunities, but it's a tool, not a solution. Controlling LED's intense, "rifle shot" of light is challenging. But with Total Light Control – TLC for LED®, we are able to achieve things never before possible – from pinpoint precision, to instant on/off, to varying light levels for different needs and sport presentation theatrics (choreographed light & music shows). The key issue in sports lighting haven't changed: generating light, projecting it onto the target, keeping it out of the neighborhood and night sky, and creating an operating environment that allows it to last in real world conditions. Musco is able to carve out the area to be lighted and dramatically cut off any impact on the surrounding area. We use more of the light produced by the fixture, lose less light, and don't abuse the neighborhood. With cities and recreational needs growing faster than ever, it's critical to maximize the available resources and make solid decisions about managing and expanding facilities. The Control-Link® System is a reliable, cost-effective control system that helps control, monitor, and manage recreation facility lighting. It can control existing lighting systems and other electrically-operated equipment. Whether for new lighting systems or to upgrade existing lights, the Control-Link® system includes our Control-Link Central™ team, the on-site Control-Link® equipment, and an industry-leading warranty. Our exclusive Control-Link Central™ team is staffed 24/7 to assist with your scheduling and reporting needs. Musco's Light-Structure System™ with Total Light Control – TLC for LED® is backed by an industry-leading 25 year warranty. Musco's Constant 25™ Product Assurance & Warranty program covers all materials and labor to maintain operation of its lighting system to original design criteria for 25 years.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Musco is committed to excellence and leadership in the protection of the environment, and the implementation of sustainable guidelines. We minimize the emissions to air, water, and land through programs to reduce pollution at its source and will conserve energy through the use of energy efficient lighting systems. Product: • Musco's Green Generation Lighting® (HID) and TLC for LED® technology are 30 to 80 percent more energy efficient than traditional lighting equipment. • Customized optics direct light onto the desired surface, reducing wasted light into the surrounding area. • Control-Link® system provides remote on/off control, allowing customers to schedule our light systems to help maximize energy efficiency. • Eases pollution by eliminating or reducing the use of hazardous substances and reducing greenhouse gas emissions. Manufacturing: • On-site waste management includes recycling manufacturing scrap materials, wooden skids, paper and other packaging materials. • Packaging of our Light-Structure System™ contains between 30 to 50 percent recycled material. • Reusable packaging is used to move components from original fabrication through the complete manufacturing process. • During the spot maintenance and complete system lamping provided by Musco, all HID lamps are recycled to salvage both the mercury and glass. • Reuse water during the manufacturing process and conserve water when possible. Office: • Electronic components that are not re-usable due to equipment failure or are below minimum requirements are recycled through and E-Waste Facility. • Use geothermal heating and air conditioning to minimize energy consumption. • Our facilities have automatic toilets and faucets to minimize water usage.

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Musco currently does not hold any third-party issued eco-labels, ratings or certifications for our products. With sports lighting being a small piece of the U.S.A. lighting marketplace, categories just don't exist for this type of product. Musco has been the industry leader in developing an industry leading lighting system that provides high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Musco Sports Lighting, LLC is not a Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Musco Sports Lighting provides a custom designed, engineered to order lighting systems, from foundation to pole top that operates as a complete system. The lighting system comes with our Constant 25™ or Constant 10™ Product Assurance & Warranty Program. Musco's Constant 25™ or Constant 10™ not only covers your product for 25 or 10 years, it guarantees that your light levels will not drop below the designed performance for the warranty period. Musco also includes our Control-Link® system that provides the customer assurance their system will be maintained by Musco for the warrantied period. At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Musco Sports Lighting, LLC has the ability and willingness to provide our products and services to Sourcewell Member agencies in Canada. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.	*

Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents. Under the Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program, Musco pays any upfront cost for shipping cost, installation cost, any associated rental equipment cost & disposal cost for the replaced equipment.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	With Musco's TLC for LED®, there is no hour usage restriction for our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program but we do ask for expected usage hours to meet design criteria of the project.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, the Musco Constant 25™ and Musco Constant 10™ Product Assurance & Warranty Program covers the technicians travel time and mileage to perform any warranty repairs.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Musco will be able to cover all geographic regions of the United States & Canada with our Lighting Services Team that is comprised of trained technical employees specializing in sports lighting that provide field maintenance, warranty work, consulting and temporary lighting. They are regionally based to effectively provide service in every state & Canada. Musco also has a network of contractors located throughout the United States and Canada that we utilize to install and maintain our lighting systems per Musco Constant 25™ and Musco Constant 10™ documents.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, items included in the scope of the Musco sports lighting design, Musco will cover warranty service for those items.	*
48	What are your proposed exchange and return programs and policies?	Due to Musco's custom designed, engineered to order lighting systems, therefore does not require an exchange and return program. Any defective on arrival product or repairs are covered by the Musco Constant 25™ and Musco Constant 10™ Product Assurance & Warranty Program.	*
49	Describe any service contract options for the items included in your proposal.	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents.	*

Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Musco's payment terms are Net 30. A service charge of 1 ½% per month (annual percentage rate of 18%) will be charged on all invoices 30 days past due.	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Musco Finance™ was established in 2006, it provides competitive financing solutions that enable customers to realize the benefits of Musco products and services. Hundreds of customers have used these solutions to complete their lighting projects. Musco Finance™ has provided budget-accommodating financing for governmental, commercial, and not-for-profit entities throughout the United States of America. The municipal lease-purchase program, offered by Musco Finance™ provides the funding opportunity many public entities need for facility improvements such as sports lighting. The program provides a flexible, cost-effective means of funding essential renovations and, in many areas, may eliminate much of the time and expense associated with selling bonds for a project. A known set expense can be budgeted annually; freeing entities from budget uncertainties and lowering cash flow impact.	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	- Establish the value & price for the lighting solution with which the customer is comfortable. - Present information about Sourcewell as a means by which they can purchase what they want at a beneficial price without having to go through the public bid process. - Educate the customer about Sourcewell benefits and the ease of using this cooperative purchasing agreement. - Provide the customer with the link to become a Sourcewell Member, if not already. - Provide quote reflecting the Sourcewell contract number and award expiration date to customer. - Receive PO from customer reflecting that the purchase was utilizing the Sourcewell contract (contract number stated on PO). - On a quarterly basis, pull report of Sourcewell purchases, submit & remit payment to Sourcewell. To be submitted using the reporting template provided by Sourcewell.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Musco Sports Lighting currently does not accept P-card procurement cards.	*

Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Musco Sports Lighting provides a custom designed, engineered to order lighting system, pricing is based per the RFP. This price list should not be considered complete and exhaustive due to the nature of each project being a unique, custom design build situation. Extreme spill and glare concerns, pole locations, and wind zone variance may affect price. RFP quoted pricing is for the most common field designs based on structural code and utilizing IBC 2012, 115 mph, Exposure C. Installations services are available on a per project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount from list prices offered under this RFP is 5%. The attached price list already takes into account the 5% discount.
56	Describe any quantity or volume discounts or rebate programs that you offer.	As Musco is a custom designed, engineered to order lighting system, there is no quantity or volume discounts available.
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Musco will work with the Sourcwell member with the regard to pricing and delivery of any open market and/or non-standard options which would be desired, agree upon desired outcome, reflect this in the customer quote for customer use in issuing a purchase order.
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	As Musco is a custom designed, engineered to order lighting system, pricing is based per the RFP. The pricing can also include equipment installation. Labor and materials for the complete installation include, foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index. If the construction project requires, Musco offers pre-shipment of the precast concrete bases. The additional cost for the pre-shipment of the precast concrete bases will vary depending on the location of the lighting project.
59	If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program.	Musco's pricing includes delivery within the State of Minnesota to the job site and are for lighting systems materials only. Additional freight cost may be incurred outside the State of Minnesota.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Musco has no specific requirements in regards to Alaska, Hawaii, Canada, or any offshore delivery.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Musco Sports Lighting offers custom designed, engineered to order lighting systems. Products are directly purchased from the company as we have no agents or authorized dealers. When you purchase a complete lighting system from Musco, it is delivered from our dedicated transportation company with Musco Lighting signage on the trucks.

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	A self-audit process is in place specifically intended to verify compliance of cooperative purchasing contracts. • Sales Administrator pulls quarterly contract sales report for the cooperative purchasing contract and its associated fee for that time period. • Each contract project PO is checked and validated that it is an awarded contract purchase • Project awarded contract fee is validated as correct • When validation complete, report sent to cooperative purchasing organization • As a checks & balance process, Funding Resource Specialist pulls a Method of Purchase by type report on a quarterly basis and a comparison is done with quarterly contract sales reports to ensure totals for an awarded contract matches on both reports • Invoice documents for projects of a contract member are available for review upon request
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Musco Sports Lighting, LLC proposes a 2% administrative fee calculated as a percentage of the customer contract sales price.

Industry Specific Questions

Line Item	Question	Response *
65	Describe the average life span of your sports lighting systems?	In 2005, Musco started our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Programs (coverage depends on the lighting system and the original design criteria). Musco has several lighting systems that are over 35 years old that are still in operation today.
66	Describe your process for evaluating on field and off site glare for your sports lighting products?	Musco measures both on field & off site glare by looking at luminous intensity (candela) at various locations. This evaluation is done during the design state of the project. On field – Musco's goal is to have no more than 500 candela at the home plate location while looking at the outfield poles. Similarly, our outfield positions will have no more than 500 candela while looking at the infield poles. Off site – Musco strives to achieve candela equal to or less than 7,000 candela at 150' perimeter around the field. Candela is measured at 5' above grade at 150' perimeter.
67	How many LED sports lighting fixtures, within approx. 1,000 fixtures, do you currently have installed in the marketplace?	Musco Sports Lighting has been developing LED lighting solutions since 2008. Musco's first LED sports application was installed on a soccer field in 2010. Since that time, Musco has installed hundreds of thousands of LED sports lighting fixtures. This is more than any other sports lighting manufacturer in the marketplace.
68	Are there any additional or on-going fees in regards to the operation of your lighting control system?	With Musco's Control-Link®System, there are no additional or on-going fees (including cellular and/or data charges) in regards to the control, monitoring, remote connectivity and alerts of your sports lighting system during the warrantied period (25 or 10 years).
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	On a monthly basis, Musco is looking at the total number of projects sold & and how they breakdown by method of purchase (bid, competitive negotiation, cooperative purchase & direct purchase). Several times during the year, we break down the method of purchase by each cooperative purchase contract. These numbers are compared to the previous timeframes and evaluated.

Exceptions to Terms, Conditions, or Specifications Form

Line Item 67. **NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - Financial.zip - Tuesday July 09, 2019 14:14:13
 - [Marketing Plan/Samples](#) - Marketing Plan.zip - Tuesday July 09, 2019 08:09:48
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty.zip - Tuesday July 09, 2019 08:09:56
 - [Pricing](#) - Musco Sports Lighting Sourcewell RFP #071619 Pricing.pdf - Friday July 12, 2019 08:38:03
 - [Additional Document](#) - Company & Product Information.zip - Tuesday July 09, 2019 10:03:41

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER’S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the “Proposer”), swears that the following statements are true to the best of his or her knowledge.

- 1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
- 2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
- 3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
- 4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer’s Proposal.
- 5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
- 6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 8. The Proposer understands that Sourcewell will reject RFP proposals that are marked “confidential” (or “nonpublic,” etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a “trade secret,” and thus nonpublic data under Minnesota’s Data Practices Act.

The Proposer understands that it is the Proposer’s duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer’s Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.
- James Hansen, Secretary

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 9, 2020		
Agenda Item Name		
Resolution No. 2020-27R <i>Amending the Comprehensive Fee Schedule</i>		
Requested Action		
Request approval of Resolution No. 2020-27R		
Staff Report		
The City Clerk's office processes lien search requests. In the past 15 years, we have seen a 32,500% increase in lien requests. During the 2019 calendar year, staff processed 1,610 lien certificates. Lien search requests are submitted by title companies in order to clear the title and conduct a property closing. The City currently provides the lien search service at no cost. The title companies charge a lien fee for this service in their closing costs to their client. The lien search request includes verification and documentation by the City Clerk of any utilities owed, assessments, liens, open building permits, or pending code enforcement violations. The process involves four departments who search their records, verify fees and report information to the Clerk's office staff, who in turn, compiles the information and certifies that the information is correct to the title company within a 3 day time period. A number of municipalities in Florida charge a fee for this type of service. Based on data collected from other cities, staff recommends implementing a \$75 lien search fee per parcel searched. This Resolution also amends the Meter Installation Fees found in Section 6 of the Comprehensive Fee Schedule. The last update to the installation fees occurred in 2001, since which meter cost has increased substantially to the City. Since 2010, the City's cost for meters has increased 25%. These increases can be attributed to increases in technology, the cost of the materials such as brass, and increases in time for personnel and equipment. In addition, this update revises the types of meters being installed to better align with the products being used by Public Services.		
Additional Analysis		
Fiscal Impact Summary		
The estimated annual revenue is projected to be \$90,000.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	2029-27R - Fees	2029-27R - Fees.pdf

2.	Lien Supp. 1 - Lien Data Worksheet	Lien Supp. 1 - Lien Data Worksheet.pdf
3.	Lien Supp. 2 - Fees Charged By Title Companies	Lien Supp. 2 - Fees Charged By Title Companies.pdf
4.	Meter Supp. 1 - Meter Install Cost Schedule	Meter Supp. 1 - Meter Install Cost Schedule.pdf



CITY OF CLERMONT
RESOLUTION NO. 2020-27R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CITY CLERK FEE SCHEDULE; AMENDING THE ENVIRONMENTAL SERVICES FEE SCHEDULE; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Clermont pursuant to its authority as a municipal corporation under the laws of the State of Florida, has the authority to establish and collect fees for planning and zoning, building services, fire review and inspection services, parks and recreation use, police, city clerk and utility billing; and

WHEREAS, the adoption of fees as set forth herein, is consistent with Clermont City Code Section 86.112, is in the best interest of the citizens of the City of Clermont and the cost effective, efficient, and appropriate operation of the City.

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 amend Section 6 – “City Clerk Fees” and Section 7 – “Utility Billing Fees” of the Comprehensive Fee Schedule, as shown in Exhibits A and B.

SECTION 2. CONFLICT

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

SECTION 3. RECORD COPY

A copy of this Resolution and the Comprehensive Fee Schedule shall be kept on file in the City Clerk’s office and made available to the public upon request.

SECTION 4. EFFECTIVE DATE

This Resolution shall take effect on July 1, 2020.



CITY OF CLERMONT
RESOLUTION NO. 2020-27R

DONE AND RESOLVED, by the City Council of the City of Clermont, Lake County, Florida this 9th day of June, 2020.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT
RESOLUTION NO. 2020-27R

EXHIBIT A

SECTION 6 – CITY CLERK FEES

	<u>City Resident/Non-Profit</u>	<u>Non-Resident</u>
<u>LIENS</u>		
1. Municipal Lien Search	\$75.00	\$75.00



CITY OF CLERMONT
RESOLUTION NO. 2020-27R

EXHIBIT B

SECTION 7 – UTILITY BILLING FEES

	<u>City Resident/Non-Profit</u>	<u>Non-Resident</u>
<u>MISCELLANEOUS</u>		
32. Water Meter Installation/Trade-In Allowance		
3/4" T-10 R450i	\$340/\$25	\$340/\$25
3/4" Short Lay R450i Mach 10	\$436/\$25	\$436/\$25
1" T-10 R450i	\$438/\$60	\$438/\$60
1" Mach 10 R450i	\$505/\$60	\$505/\$60
1.5" T-10 Flanged R450i	\$665/\$125	\$665/\$125
2" T-10 Flanged R450i	\$899/\$175	\$899/\$175
3" or Larger	Determined by Director	Determined by Director

COMPARISON OF MUNICIPAL LIEN SEARCH PROGRAMS AND FESS

City	Population (2019 BEBR)	Standard Fee	Rush Fee	Other Fee Structure
Altomonte Springs, FL	45,293	NA	NA	\$10.00 - \$60.00
Apopka, FL	52,404	\$ 35.00	NA	NA
Astatula, FL	1,937	\$ 25.00	NA	NA
Bellevue, FL	5,273	\$ 75.00	NA	NA
Clermont, FL	40,750	\$ -	NA	NA
Dania Beach, FL	31,768	\$ 100.00	NA	NA
Davie, FL	104,249	\$ 135.00	\$ 150.00	NA
Daytona Beach Shores, FL	4,600	\$ 20.00	NA	NA
Daytona Beach, FL	67,351	\$ 15.00	NA	NA
Edgewater, FL	23,455	\$ 42.00	NA	NA
Eustis, FL	21,083	\$ 17.50	NA	NA
Flagler Beach, FL	5,765	\$ 25.00	NA	NA
Fort Lauderdale, FL	186,220	\$ 75.00	\$ 125.00	NA
Fruitland Park, FL	10,094	\$ 30.00	\$ 50.00	NA
Greenacres, FL	39,813	\$ 50.00	\$ 100.00	NA
Groveland, FL	17,000	\$ 25.00	NA	NA
Haines City	25,533	NA	NA	NA
Hialeah, FL	239,722	\$ 375.00	NA	NA
Holly Hill, FL	12,513	\$ 25.00	NA	NA
Kissimmee, FL	74,800	\$ 30.00	\$ 75.00	
Lady Lake, FL	15,655	\$ -	NA	NA
Lake Alfred, FL	6,199	NA	NA	\$25.00-\$40.00
Lake Mary, FL	17,238	\$ -	NA	NA
Lauderhill, FL	72,410	\$ 120.00	\$ 220.00	NA
Melbourne, FL	82,826	\$ 20.00	\$ 40.00	NA
Mount Dora, FL	14,216	\$ 25.00	NA	NA
North Palm Beach, FL	12,622	NA	NA	\$50.00 - \$75.00
North Port, FL	73,652	\$ 25.00		NA
Oakland, FL	3,365	\$ -	NA	NA
Ocoee, FL	47,580	\$ 125.00	NA	NA
Orange City, FL	11,804	\$ 20.00	NA	NA
Ormond Beach, FL	41,289	\$ 15.00	NA	NA
Oviedo, FL	40,021	\$ 75.00	NA	NA
Palm Bay, FL	115,322	\$ 30.00	\$ 40.00	NA
Palm Beach, FL	8,321	\$ 75.00	\$ 150.00	NA
Palm Shores, FL	1,150	\$ 100.00	NA	NA
Palm Springs, FL	23,560	\$ 150.00	NA	NA
Pembroke Pines, FL	168,023	\$ 100.00	NA	NA
Plantation, FL	90,354	\$ 52.50	\$ 125.00	NA
Ponce Inlet, FL	3,300	\$ 25.00	NA	NA
Port Orange, FL	61,617	\$ 25.00	NA	NA
Port St. Lucie, FL	191,903	\$ 115.00	NA	NA
Riviera Beach, FL	35,735	\$ 120.00	NA	NA
Sanford, FL	60,269	\$ 25.00	NA	NA
St. Cloud, FL	47,874	\$ 25.75	NA	NA
Sunrise, FL	93,365	\$ 100.00	NA	NA
Tamarac, FL	65,377	\$ 159.00	NA	NA
Tampa, FL	390,473	\$ 25.00	NA	NA
Tavares, FL	17,777	\$ 50.00	NA	NA
Titusville, FL	47,846	\$ 25.00	\$ 35.00	NA
Umatilla, FL	4,154	\$ -	NA	NA
Wellington, FL	62,373	\$ -	NA	NA
West Melbourne, FL	23,607	\$ 25.00	NA	NA
Windermere, FL	2,972	\$ -	NA	NA
Winter Garden, FL	47,425	\$ 30.00	NA	NA
Winter Park, FL	30,239	\$ 35.00	NA	NA
Winter Springs, FL	38,595	\$ 40.00	\$ 80.00	NA

Fees Charged By Title Companies for Municipal Lien Searches

	<u>AGENCY (Area Served)</u>	<u>FEE'S CHARGED</u>
1	Full Service Title (Central Florida)	\$100.00 - \$400.00
2	Traditions Title & Escrow (Orlando)	\$80.00 - \$120.00
3	Florida Municipal Lien Search (FL Statewide)	\$100.00 - \$125.00
4	State Title Partners (Central Florida/Space Coast)	\$40.00
5	Members Title Association (Central Florida/West Coast)	\$50.00
6	Property Debt Research (National)	\$85.00
7	Premier Title (Central/South Florida)	\$100.00
8	Southern Title & Abstract (Orlando)	\$100.00
9	City Lien Search (FL Statewide)	\$125.00
10	OSNational Title (National)	\$125.00
11	Premier Florida Title (FL Statewide)	\$125.00
12	Equitable Title (Lake County/Clermont)	\$125.00
13	Fidelity National Title (National)	\$145.00
14	Celebration Title Company (Orlando)	\$145.00
15	Leading Edge Title (Orlando/Orlando West)	\$150.00
16	Stewart Title (Orlando/Clermont)	\$195.00
17	Florida Title Insurance Company (Central/South Florida)	\$200.00
18	Ticon Title Company (Orlando)	\$250.00
19	Quality Title (Orlando)	\$250.00
20	Guardian Title (National)	\$300.00

* Figures received from pricing provided on company websites

City of Clermont Meter Installation Fee Schedule Comparison

Meter	Current Customer Cost	The city of Clermont's Actual Cost	Original Difference	Updated Total including \$75 labor charge	Difference from original to new total cost
3/4" T-10 R450i	\$225	\$265	-\$40	\$340	\$115
3/4" Short Lay R450i Mach 10	\$225	\$361	-\$136	\$436	\$211
1" t-10 R450i	\$325	\$363	-\$38	\$438	\$113
1" Mach 10 R450i	\$325	\$430	-\$105	\$505	\$180
1.5" T-10 Flanged R450i	\$500	\$590	-\$90	\$665	\$165
2" T-10 Flanged R450i	\$650	\$824	-\$174	\$899	\$249

Labor cost to install meters

Personnel time
 Operating supplies for install
 Truck roll - fuel, insurance and maintenance
 Equipment to do the task i.e. drills, drill bits, hand tools



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, June 9, 2020	
Agenda Item Name	
Variance Request WITHDRAWN <i>Fazoli's Restaurant</i>	
Requested Action	
Recommend denial of requested variances.	
Staff Report	
The applicant, Byblos Development, Inc. is requesting two (2) variances to the Land Development Code to allow for construction of a 3,000 square foot Fazoli's Restaurant with a drive thru service isle and two retail buildings. The vacant parcel is located at the corner of US Highway 27, adjacent to the WAWA convenience store. The zoning is C-2 General Commercial, which allows restaurants and retail services as a permitted use; the Land Use designation is Commercial. The applicant is requesting the following variances: (1) To allow a retaining wall to exceed the maximum 6 feet height requirements of the Land Development Code, Section 94-195, the applicant is requesting a retaining wall height not to exceed 15 feet. The wall would be 9 feet higher than the code allows. (2) To allow for interior landscape islands less than 300 square feet instead of requirements for Section 118-38, the code requires a total area not less than 300 square feet, the site as designed will provide 200 square foot interior landscape islands.  The proposed development as designed would provide one access point off US Highway 27 and a shared cross access point to the WAWA site. The applicant has indicated that because of existing topography changes and irregular shaped lot, the two (2) variances are required to allow for development. City Code Section 86-174 indicates a variance to the Land Development Code may be granted as a hardship relief when strict compliance to the code would render a parcel incapable of reasonable use and development. Staff finds the subject parcel is vacant therefore may be designed with a less intense development which may not require variances to the land	

development code. The site is proposing 43 parking spaces, but the code only requires 28 spaces for the proposed development. The applicant has the option of providing less parking on site to ensure internal landscape islands comply with the code. The proposed 15 foot retaining wall may be seen as undesirable and intrusive to adjacent property owners and public. Section 86-174 of the Land Development Code requires a positive finding on the Review Criteria and Findings in order to grant a variance, staff has reviewed the application as submitted and finds the application does not meet a positive finding. Therefore, staff recommends denial of the variance request to the Land Development Code.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. FAZOLIS RESTAURANT VARIANCE AD	FAZOLIS RESTAURANT VARIANCE AD.pdf	

Daily Commercial

Advertising Receipt

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

CITY OF CLERMONT
Paola Vasquez
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10096296
Phone: (352) 241-7331
Date: 04/29/20
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the Clermont City Council will con	05/05/2020	05/05/2020	\$116.59

LEGAL NOTICE

Tracy Ackroyd, MMC
City Clerk

Notice is hereby given that the Clermont City Council will consider a request for the following three (3) variances to the Land Development Codes: (1) to allow a fence or wall to exceed the maximum height requirements of the Land Development Code, Section 122-343, (2) to allow a retaining wall to exceed the maximum requirement of the code, Section 94-195, and (3) to allow for interior landscape islands less than 300 square feet instead of requirements for Section 118-38, at the following location:

Ad No: 10096296
May 05, 2020

LOCATION:

Vacant parcel located at the northeast corner of South US Highway 27 and US Highway 27
(Alternate Key #1592666)

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

The Clermont City Council will consider this request at a public hearing on Tuesday, May 12, 2020 at 6:30 P.M. in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont FL

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

Payment Info	
Ad Price	\$116.59
Tax	\$0.00
Sub Total	\$116.59
Prepaid Amount	\$0.00
Balance Due	\$116.59



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, June 9, 2020	
Agenda Item Name	
Variance Request <i>Mirror Lake Subdivision</i>	
Requested Action	
Recommend denial of the variance requests.	
Staff Report	
The applicant, Cameron Bradford is requesting six (6) variances to the Land Development Code to allow for construction of a 21 lot single-family residential subdivision. The vacant parcel is located on the south side of Old Highway 50, just west of the Greater Hills Subdivision. The zoning is R-1 Single Family Medium Density Residential with Low Density Residential Land Use. The applicant is requesting the following six (6) variances: 1) To allow for a private street, rather than public – variance is required pursuant to the Clermont Land Development Code, Section 110-192(1). 2) To construct only one cul-de-sac at the end of the street with no intermediate cul-de-sac – as required by Section 110-192 (8). 3) To reduce the landscape buffer along the east property line to 5 feet instead of the 10 feet required by Section 118-37. 4) To reduce the street right-of-way width to 50 feet, rather than 60 feet - as required by Section 110-193. 5) To construct a sidewalk on only one side of the street where homes will be located, rather than both sides of the street – as required by Section 110-194(3). 6) To reduce the front yard building setback to 20 feet, rather than 25 feet - as required by Section 122-125. The proposed 21-lot subdivision as designed would provide one access point off Old Highway 50. The applicant has indicated that because of existing topography changes and construction constraints, the six (6) variances are required to allow for development. The Council previously approved eight (8) variances in 2000, 2007 and 2008, to allow for a 24 lot single-family development that was never constructed. City Code Section 86-171 indicates a variance to the Land Development Code may be granted as a hardship relief when strict compliance to the code would render a parcel incapable of reasonable use and development. Staff finds the subject parcel is vacant therefore could be designed with a less intense development, which may not require variances to the land development code. The property as designed may provide a challenge for fire and emergency vehicles access because the the street and cul-de-sac widths does not meet the code. The request to reduce the landscape buffer from 10 feet to five feet would provide less screening to the east side properties and may be seen as undesirable and intrusive to adjacent property owners. Section 86-174 of the Land Development Code requires a positive finding on the Review Criteria and Findings in order to grant a variance, staff has reviewed the application as submitted and finds the application does not meet a positive finding. Therefore, staff recommends denial of the variance request to the Land Development Code.	
Additional Analysis	

Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. New 86-174 Review Criteria- Mirror Lake Subdivision	New 86-174 Review Criteria- Mirror Lake Subdivision.pdf	
2. Location Map	Location Map.pdf	
3. Mirror Lake Site Plan	Mirror Lake Site Plan.pdf	
4. Photos showing site location and topography	Photos showing site location and topography.pdf	
5. Application Exhibit A	Application Exhibit A.pdf	
6. Variance-Application-Mirror Lake 2-19-2020	Variance-Application-Mirror Lake 2-19-2020.pdf	
7. MIRROR LAKE VARIANCE AD	MIRROR LAKE VARIANCE.pdf	

Mirror Lake Subdivision Variance

The requirements for a variance are as follows:

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

FINDINGS:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
Applicant response: The proposed development will not affect the use, enjoyment of adjacent properties. All proposed development is residential single-family construction which is consistent with the existing properties current use.

Staff comments: The applicant is requesting six (6) variances to the Land Development Code to allow for construction of a 21 lots single-family residential subdivision. The property zoning is R-1 Single Family Medium Density Residential. The development as proposed with the substantial number of variances requested including a reduction to the required landscape buffers could negatively impact adjacent property owners. A landscape buffer that meets the code would allow for a larger screening area between the properties.

Negative Finding

- (2) The variance will allow reasonable use of the property; which use is not out of character with other properties in the same zoning category;
Applicant response: The single-family homes being proposed in this Development are in character with other properties in the same zoning category. The variance requested does not affect the use of the property but rather the logistics of construction due to site constraints.

Staff comments: The subject parcel zoning is R-1 Single Family Medium Density Residential, which requires a minimum front yard setback of 25 feet; the request would allow a 20-foot front yard setback. Although the property may have site constraints, the applicant may be able to develop a less intense development that could require fewer variances to the Land Development Code.

Negative Finding

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied;
Applicant response: The benefits of the variance requested are that the development can proceed. Without the variances, this development is not possible within current code. This development will benefit the surrounding properties and enhance the overall area.

Staff comments: The site as existing may provide some constraints for development, but the applicant may be able to develop the property in a less intense manner, which may not require the requested variances to the code.

Negative Finding

- (4) The granting of the variance is consistent with the city's comprehensive plan:

Applicant response: *The proposed development of the site is in a density compatible with zoning. All development approvals, including construction plans, have been based on these variances as approved in 2006, 2007, and 2008.*

Staff comments: *The requested variances is not in conflict with the Clermont Comprehensive Plan.*

Positive Finding

- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure of the benefits that would be achieved under the other variance criteria by granting of the variance outweigh the benefits under this criteria if the variance was denied;

Applicant response: *Yes, we are asking for the minimum number of variances possible while still being able to pursue the development plan as shown in the attached site plan and per the previously approved density and layout. We are actually requesting two less variances than were previously requested and approved for the same property. One of the listed variances is required to comply with St. Johns Water Management District.*

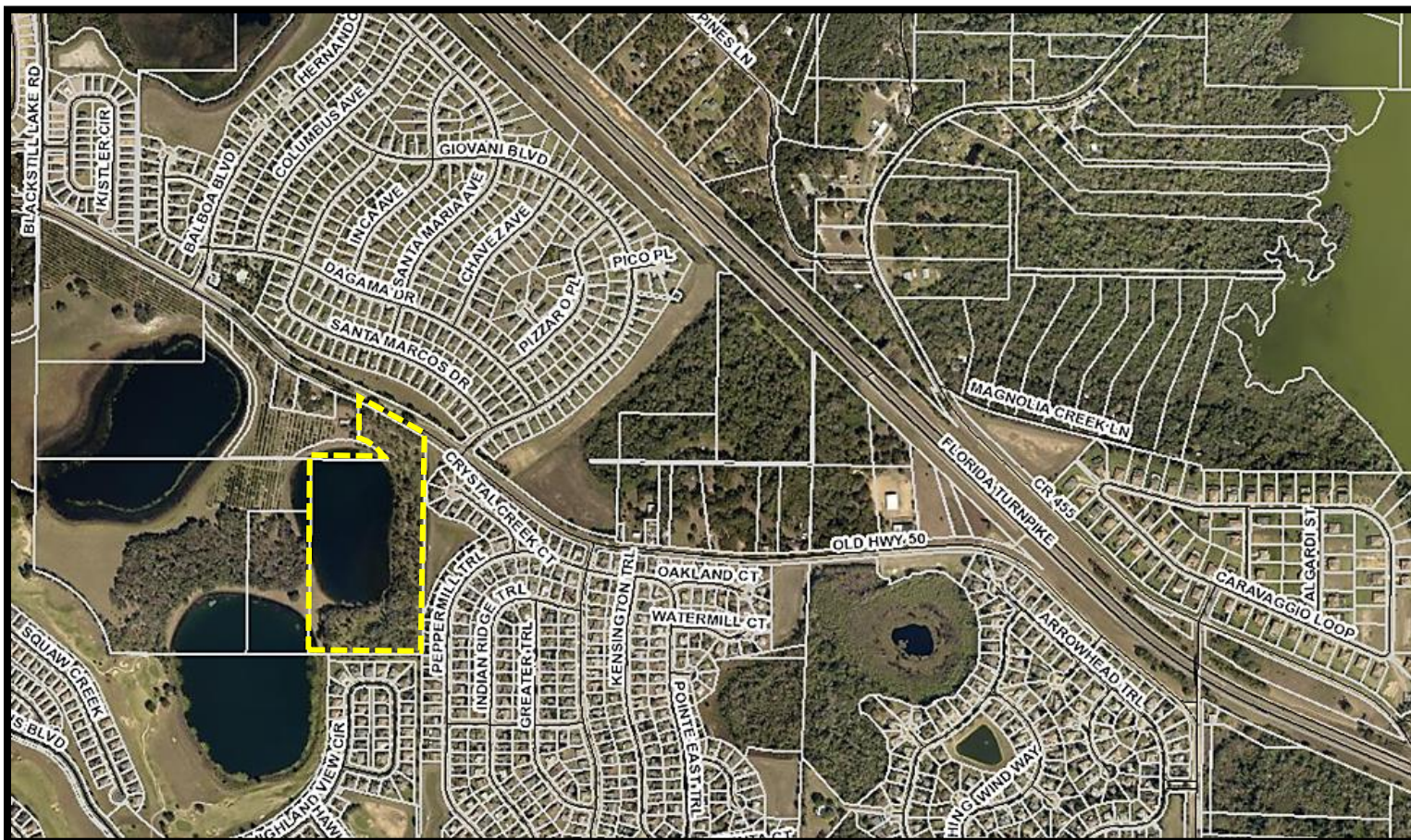
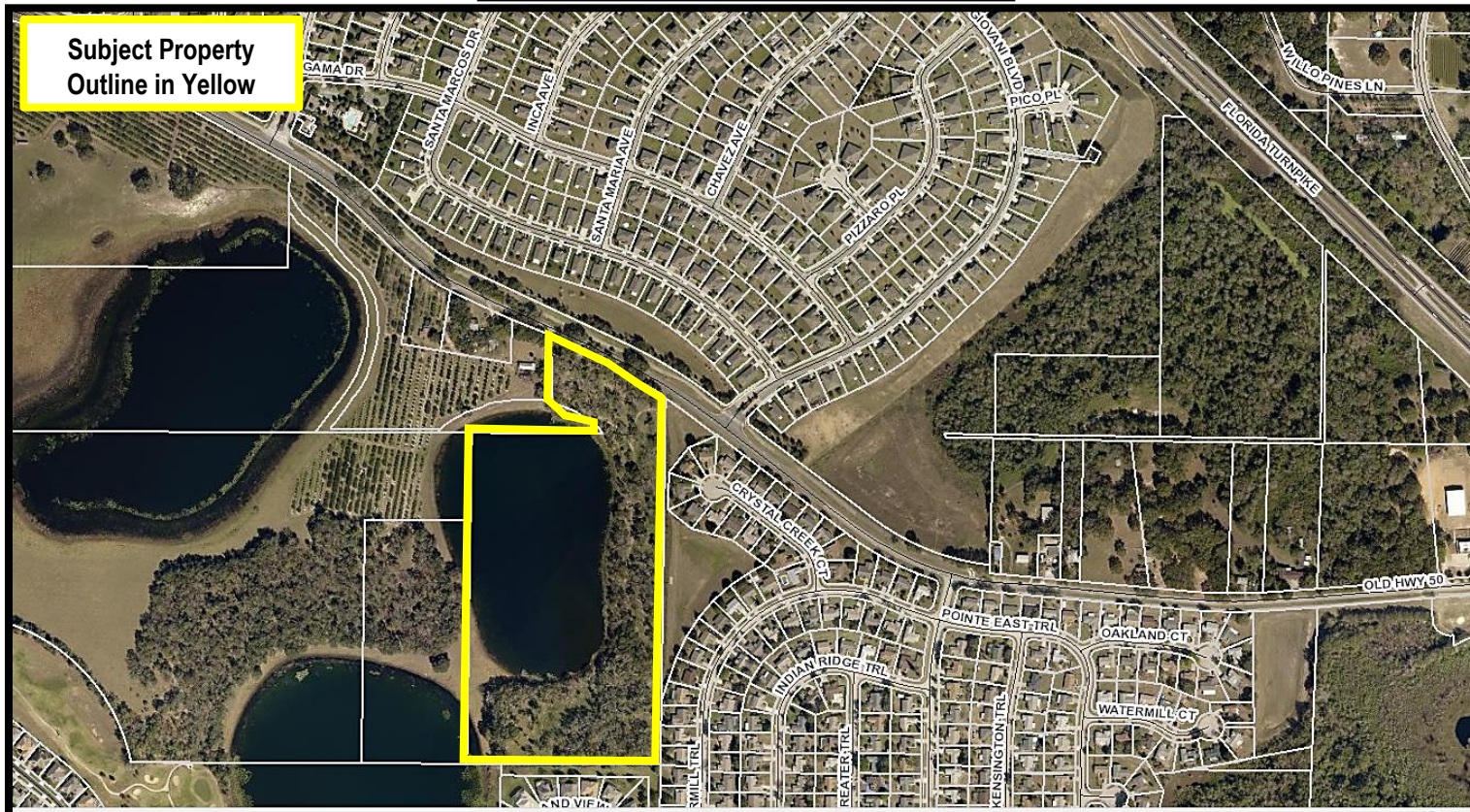
Staff comments: *The request for six (6) variances to the Land Development Code for a vacant lot that may have the ability of development and provide compliance to the Code. The request is not the minimum variance allowed to make reasonable use of the land. The applicant has the option of developing a less intense development that may not require six variances to the Code.*

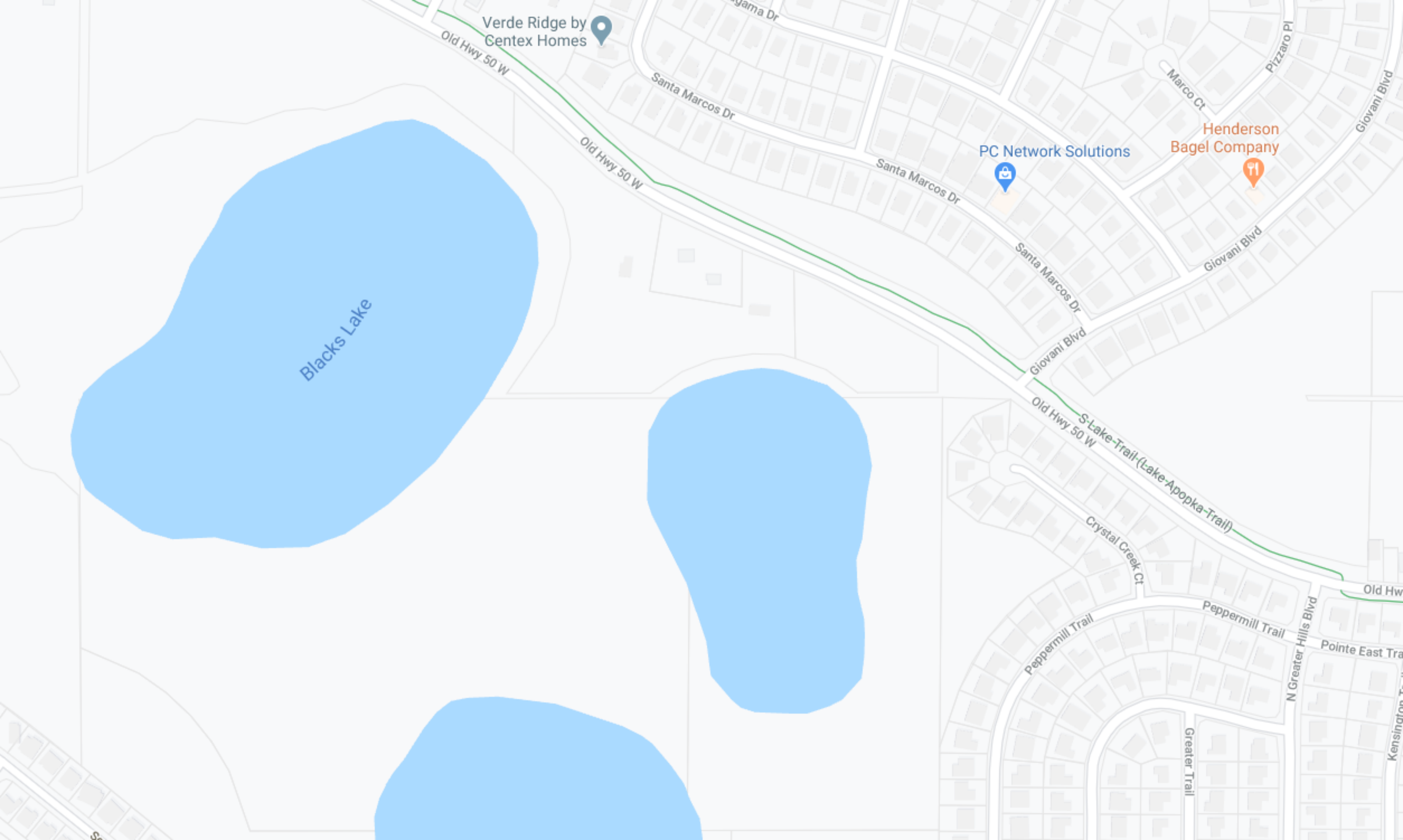
Negative Finding

STAFF RECOMMENDATION: Section 86-174 of the Land Development Code requires a positive finding on the Review Criteria and Findings in order to grant a variance, staff has reviewed the application as submitted and finds the application does not meet a positive finding. Therefore, staff recommends **denial** of the variance request to the Land Development Code.

LOCATION MAP

Subject Property
Outline in Yellow





Verde Ridge by
Centex Homes

PC Network Solutions

Henderson
Bagel Company

Blacks Lake

Old Hwy 50 W

Old Hwy 50 W

Santa Marcos Dr

Santa Marcos Dr

Santa Marcos Dr

Giovani Blvd

Old Hwy 50 W

Crystal Creek Ct

Peppermill Trail

Peppermill Trail

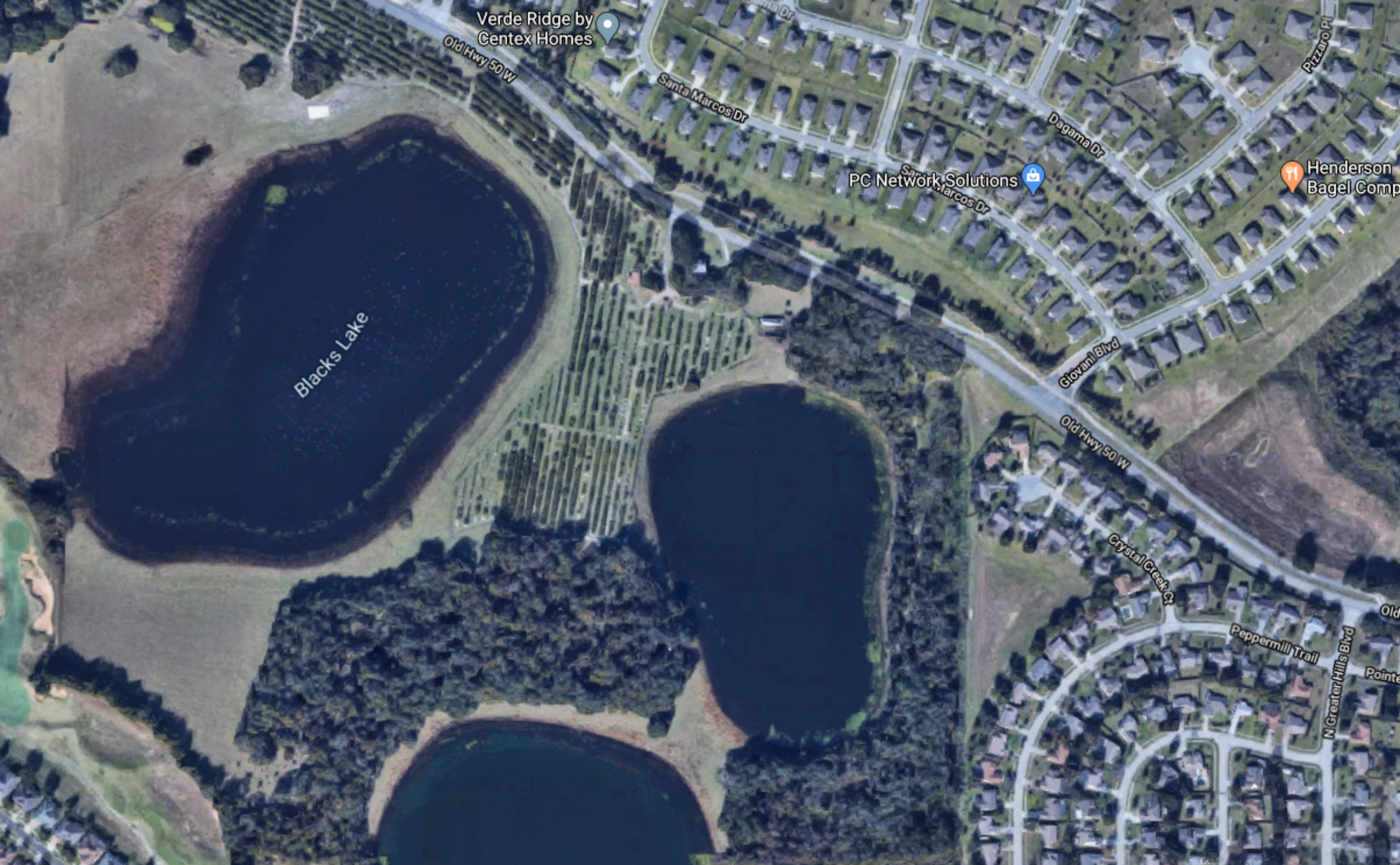
Greater Trail

N Greater Hills Blvd

Pointe East Tra

Old Hw

Kensington



Verde Ridge by
Centex Homes

Old Hwy 50 W

Santa Marcos Dr

PC Network Solutions

Dagama Dr

Henderson
Bagel Comp

Pizzaro Pl

Blacks Lake

Giovani Blvd

Old Hwy 50 W

Crystal Creek Ct

Peppermill Trail

N Greater Hills Blvd

Pointe



**Black's
Lake**

79

Claypit

Reavills
Corner

79

150

COAST



221-1 Old Hwy 50 W
Clermont, Florida



Street View



EXHIBIT A

Cite the specific Zoning Ordinance from which you are requesting relief:

- See ordinance listed below with Variance Request

What are you proposing to do that would require a variance and why?

1. Ordinance 110-194. (3) — Construct sidewalk on only one side of street where homes will be on only one side of street.
2. Ordinance 110-192. (8) — Construct only one cul-de-sac at end of street with no intermediate cul-de-sac.
3. Ordinance 110-193 - Reduction of the minimum roadway centerline radius from 100 feet to 50 feet.
4. Ordinance 110-193 — Reduction of roadway right-of-way width from 60 feet to 50 feet.
5. Ordinance 122-125. (1) — Reduction of front building setback line from 25 feet to 20 feet.
6. Ordinance 110-192. (1) — Dedication of private streets

How does code create a hardship?

#1 - # 5 Site geometry and existing topography are such that lot depths are not large enough to build houses.

6 Gated subdivision requires street to be private.



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.
- ☒ The original application and all supplemental materials.
- ☒ Fee: \$300.⁰⁰ plus cost of advertisement for existing single-family residential
\$600.⁰⁰ plus cost of advertisement for all others

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: 2-19-2020

FEE: 600

PROJECT NAME (if applicable): Mirror Lake Subdivision

APPLICANT: Mark & Anne Sholes / Agent Cameron Bradford - Bella Building Group

CONTACT PERSON: Cameron Bradford

Address: 1305 E Plant St

City: Winter Garden State: FL Zip: 34787

Phone: 407.963.2042 Fax: NA

E-Mail: mail@cambradford.com

OWNER: Mark Dias & Anne Sholes

Address: PO Box 770399

City: Winter Garden State: FL Zip: 34777

Phone: 407.488.9625 Fax: NA

Address of Subject Property: Old State Road 50, Clermont, FL

General Location: South side of SR 50 East of Blackstill Lake Rd - just west of the entrance to Greater Hills and Verde Ridge.

Legal Description (include copy of survey): See attached

Land Use (City verification required): Residential



Zoning (City verification required): R-1

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:
See exhibit A attached listing applicable ordinances.

What are you proposing to do that would require a variance and why? See exhibit A attached and cover letter explaining the variances being requested.
These variances were all previously approved for this development (2006-2008)

How does the Code create a hardship? See exhibit A, attached, and cover letter explaining how code confers specific hardships on the subject property due to specific topographic and geographic constraints such that lot depths are not sufficient to build houses.

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

Variance requested – subject and code section: Multiple variances requested - see exhibit A attached.

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) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;

The proposed development will not affect the use, or enjoyment, of adjacent properties. All proposed development is residential single family construction which is consistent the the adjacent properties current use.



(2) The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;
The single family homes being proposed in this Development are in character with other properties in the same zoning category. The variance requested does not affect the use of the property but rather the logistics of construction due to site constraints.

CITY OF CLERMONT

VARIANCE

Application

Page 3

3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;

The benefits of the variances requested are that the development can proceed.

Without the variances, this development is not possible within current code.

This development will benefit the surrounding properties and enhance the overall area.

(4) The granting of the variance is consistent with the city's comprehensive plan; and

The proposed development of the site is in a density compatible with zoning.

All development approvals, including construction plans, have been based on these variances as approved in 2006, 2007, and 2008.

(5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied.

Yes. We are asking for the minimum number of variances possible while still being able to pursue the development plan as shown in the attached site plan and per

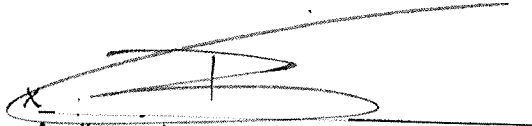
the previously approved density and layout. We are actually requesting two LESS variances than were previously requested and approved for the same property.

One of the listed variances is required to comply with St. Johns Water MGMT District.

**CITY OF CLERMONT
VARIANCE**

Application
Page 4

____ Cameron Bradford ____
Applicant Name (print)

X 
Applicant Name (signature)

____ Mark Dias & Anne Sholes ____
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

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



CITY OF CLERMONT
VARIANCE
Application
Page 4

Applicant Name (print)

X

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

ARTICLE IV. VARIANCES

Sec. 86-171. Permitted variances; exclusions.

(a) *Hardship relief.* A hardship may exist in which the strict application of one or several requirements of this land development code would render a parcel incapable of reasonable use. Specified provisions set forth in this land development code or in the development standards may be waived when, because of the particular physical shape,



surroundings or topographical condition of the property, compliance would result in a particular hardship upon the owner. A hardship is distinguished from a mere inconvenience or a desire to increase monetary gain.

(b) *Exclusions.* Requests for variances from requirements of the land development code shall generally be considered for those provisions which regulate proposed site development and the requirements applicable to existing development. The following request for variances shall not be considered:

- (1) Requests for variances to the adopted comprehensive plan.
 - (2) Requests for variances to permit a use which is not allowed as a permitted use or as a conditional use within the specific zoning district.
 - (3) Requests for variances to permit the expansion of a nonconforming use of any land or structure, or the continuance of any nonconforming use which has ceased by discontinuance or abandonment for a period of one year, or the reestablishment of a nonconforming building or structure which has been destroyed or damaged by fire, explosion or act of God or in another manner to the extent of 50 percent or more of its assessed valuation.
- (c) *Final decision.* Final determination of a hardship relief decision is vested in the city council sitting as the board of adjustment as provided for in this article.

(Ord. No. 281-C, § 1(ch. 8, § 1), 11-8-94)

Sec. 86-172. Application.

Sec. 86-173. Notice of public hearing.

Sec. 86-174. Review criteria and findings.

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

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
- (2) The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;



- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;
- (4) The granting of the variance is consistent with the city's comprehensive plan; and
- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied.

(Ord. No. 281-C, § 1(ch. 8, § 2(C)), 11-8-94)

Sec. 86-175. Time limit for commencing construction.

When any variance is granted, construction of the structure or other variance item must begin within one year from the date of grant. It shall be the obligation of the owner to file written notice with the administrative official and director of planning that he has begun the proposed construction. If no such notice is filed, the variance shall automatically lapse.

(Ord. No. 281-C, § 1(ch. 8, § 2(D)), 11-8-94; Ord. No. 294-C, § 2, 9-28-99)

Advertising Receipt

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

CITY OF CLERMONT
Paola Vasquez
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10095441
Phone: (352) 241-7331
Date: 03/10/20
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the Clermont City Council will con	03/16/2020	03/16/2020	\$118.46

LEGAL NOTICE

hours prior to the public hearings.

Notice is hereby given that the Clermont City Council will consider a request for the following variances: (1) to allow five variances to the minimum requirements of the Land Development Code, Chapter 1.10 Subdivisions, (2) to allow a reduced landscape buffer instead of requirements for the Land Development Code, Chapter 1.18 - Vegetation and (3) to allow a reduced front yard setback instead of requirements for Section 122-125, and (4) To allow a topographical elevation change to exceed the maximum allowed of 10 feet, as required by the Code, Section 94-195, at the following location:

Tracy Ackroyd, MMC
City Clerk

Ad No: 10095441
March 16, 2020

LOCATION:

Vacant parcel located on Old Highway 50, east of Blackstill Lake Road (Alternate Key #2665459)

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

The Clermont City Council will consider this request at a public hearing on Tuesday, March 24, 2020 at 6:30 P.M. in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont FL

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

Payment Info

Ad Price	\$118.46
Tax	\$0.00
Sub Total	\$118.46
Prepaid Amount	\$0.00
Balance Due	\$118.46



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, June 9, 2020	
Agenda Item Name	
Ordinance No. 2020-15 <i>Final</i> <i>Elyksian Hotel PUD</i>	
Requested Action	
Recommend approval of Ordinance No. 2020-15.	
Staff Report	
The owner, Elyksian Hotels Clermont, LLC, is requesting a rezoning from Central Business District (CBD) to a Planned Unit Development (PUD) to allow for the construction of a 50-room boutique hotel with additional meeting space, a rooftop amenity for its guests, and ground floor parking for the project. The site is located southwest of the intersection of W. Osceola Street and 8th Street. The property consists of the current Epic Bike location and the adjacent vacant parcel to the west. The proposed hotel will be built adjacent and connected to the existing Epic Bike building and will share ingress/egress and off hours parking with the existing Epic Bike business. The entire project is approximately 1.07 +/- acres. The applicant is requesting PUD zoning to allow for flexibility in site design via certain waivers to the Land Development Code. The Development Plan shows the proposed hotel to have a square footage of approximately 68,000 square feet with a maximum height of 80 feet. The structure will consist of parking on the ground floor, five stories of hotel rooms and meeting space above the parking and a roof top amenity on top. The height is measured from the ground floor parking entrance of the structure on W. Osceola Street to the top of the highest point of the structure on the rooftop amenity, which would be the elevator shaft. This is 25 feet higher than the maximum finished height allowed in the CBD, which is 55 feet. For comparison, City Hall is currently at 53 feet in height. The proposed 68,000 square foot hotel with the existing Epic Cycle building of 8,500 square feet has an approximate overall total of 76,500 square feet within the project boundary. The maximum permitted Floor Area Ratio (FAR) in the Central Business District is 3.0. The project will develop at approximately 1.66+/- FAR, which is less than the maximum. The building setbacks in the CBD allows buildings to be constructed up to the property line with a zero setback. The proposed hotel is seeking to build up to the property line, which includes the Porte-Cochere. The maximum impervious surface ratio (ISR) of the project is 96%. Under Section 122-245 (1), the CBD allows projects up to 100% if the stormwater retention can be satisfied. The development will connect into the City's Victory Pointe Master Stormwater System for the drainage and retention requirements. The overall parking demand from the project is calculated to be 76 parking spaces. This is one space per hotel room and one space per 333 square feet of retail space from the Epic Bike shop. The applicant is proposing 54 parking spaces, with 22 spaces within the covered ground floor parking area of the hotel and 32 within the Epic Bike shop parking lot.	

The applicant was seeking a public-private partnership to develop 22 on-street parking spaces using a portion of the City' right-of-way along W. Osceola Street. However, recent changes by the applicant have removed this request. To satisfy the parking shortfall, a remote parking agreement will be required to make up the parking shortfall. The applicant is in discussions with the City and other property owners on different off-site parking options. Section 98-17 of the Land Development Code allows off-site parking options when in the Central Business District.

One of the key elements of the Downtown-Waterfront Master Plan is to maximize the number of people who live, work and visit downtown. The establishment of the proposed project is consistent with that concept and would provide lodging for visitors in the downtown area. The project will be required to comply with the Land Development Regulations for the Central Business District, except for the two waivers, and Architectural Design Standards.

The requested waivers to the code consist of:

1. Overall height exceeding 55 feet up to a final height of 80 feet. Section 122-245 (3)
2. The use of trash compactors to reduce the number of dumpsters for the project. Section 114-8

Staff has reviewed the application as submitted and finds the proposed use is compatible with the surrounding areas, is consistent with the Comprehensive Plan and a key component in the vision of the Downtown-Waterfront Master Plan. The proposed development meets the provisions of Section 122-315, Review Criteria for a PUD. Therefore, staff recommends approval of Ordinance No. 2020-15. *The Planning and Zoning Commission recommended unanimously for approval, 7-0.*

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|--------------------------------------|--|
| 1. | Ord 2020-15 Elyksian Hotel Final PUD | Ord 2020-15 Elyksian Hotel Final PUD June 9.docx |
| 2. | Maps | Maps.pdf |
| 3. | Final.2.28.20 Site Plan | 2.28.20 No-Onstreet Site Plan.pdf |
| 4. | PUD Application | PUD Application.pdf |
| 5. | Supporting Material | Supporting Material.pdf |
| 6. | Legal Ad Proof | Virtual Meeting Legal Ad Hotel.pdf |



CITY OF CLERMONT
ORDINANCE NO. 2020-15

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

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

SECTION 1.

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

LEGAL DESCRIPTION

Clermont Lots 1, 3, 5, 7, 9, N 10 Ft Of Lots 2, 4, 6, 8, N |
10 Ft Of E 40 Ft Of Lot 10 Blk 93--Less Beg At Se Cor Of Lot |
1 Blk 93, Run S 0-29-46 W 10 Ft To Se Cor Of N 10 Ft Of Lot |
2 Blk 93, N 89-23-28 W 75 Ft, N 0-29-46 E 60.01 Ft, S |
89-23-28 E 75 Ft To E Line Of Lot 1, S 0-29-46 W Along E |
Line Of Lot 1 A Dist Of 50.01 Ft To Pob--Pb 8 Pg 17 |
Orb 4605 Pg 1746 |

AND

Clermont Lot 11, E 1/2 Of Lot 13, Blk 93 Pb 8 Pg 17 |
Orb 5298 Pg 1904 |

LOCATION

Southwest corner of W. Osceola Street and 8th Street
Alternate Key 1615119 & 1615089
Approx. 1.07 acres

**From: Central Business District
To: Planned Unit Development (PUD)**

SECTION 2. General Conditions

This application for a Planned Unit Development to allow a hotel, meeting space, rooftop amenity, ground floor structured parking, and retail uses; be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.



CITY OF CLERMONT
ORDINANCE NO. 2020-15

2. The property shall be developed in substantial accordance with the Development Plan prepared by Stringfellow Planning and Design, dated February 25, 2020. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a Zoning Clearance or other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. Fiber optic conduit and pull boxes may be required to be installed by the developer in the utility easements to extend the City's fiber optic network. The City will reimburse the developer at 100 percent for all costs including design, permitting, materials, and construction of the fiber optic conduit and pull boxes. At the time of site plan review, the City's Information Technology Director or authorized designee will make this determination.
5. Easements shall be provided on any existing and proposed utilities that the City will own and maintain at no expense to the City.

SECTION 3. Land Uses and Specific Conditions

1. The project may consist of up to 68,000 square feet of Hotel and associated hotel uses. In addition, up to 8,500 square feet of retail uses in the existing building (Epic Bike) is permitted along with any other CBD permitted uses.
2. The hotel building height may be greater than 55 feet but no more than 80 feet, measured at the highest point.
3. An off-site parking agreement shall be executed prior to site plan approval. The parking agreement shall meet the requirements in Section 98-17 (c) of the Land Development Code.
4. The project may use trash compactors for solid waste collection in conjunction with dumpsters.
5. This Planned Unit Development shall become null and void if substantial construction work has not begun within two (2) years of the date that this Planned Unit Development is executed and signed by the permittee. The property will revert back to the Central Business District zoning. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.

CITY OF CLERMONT
ORDINANCE NO. 2020-15

6. The project shall be developed according to the CBD Central Business District zoning designation in the Land Development Code, unless expressly stated above.

SECTION 4.

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

SECTION 5.

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

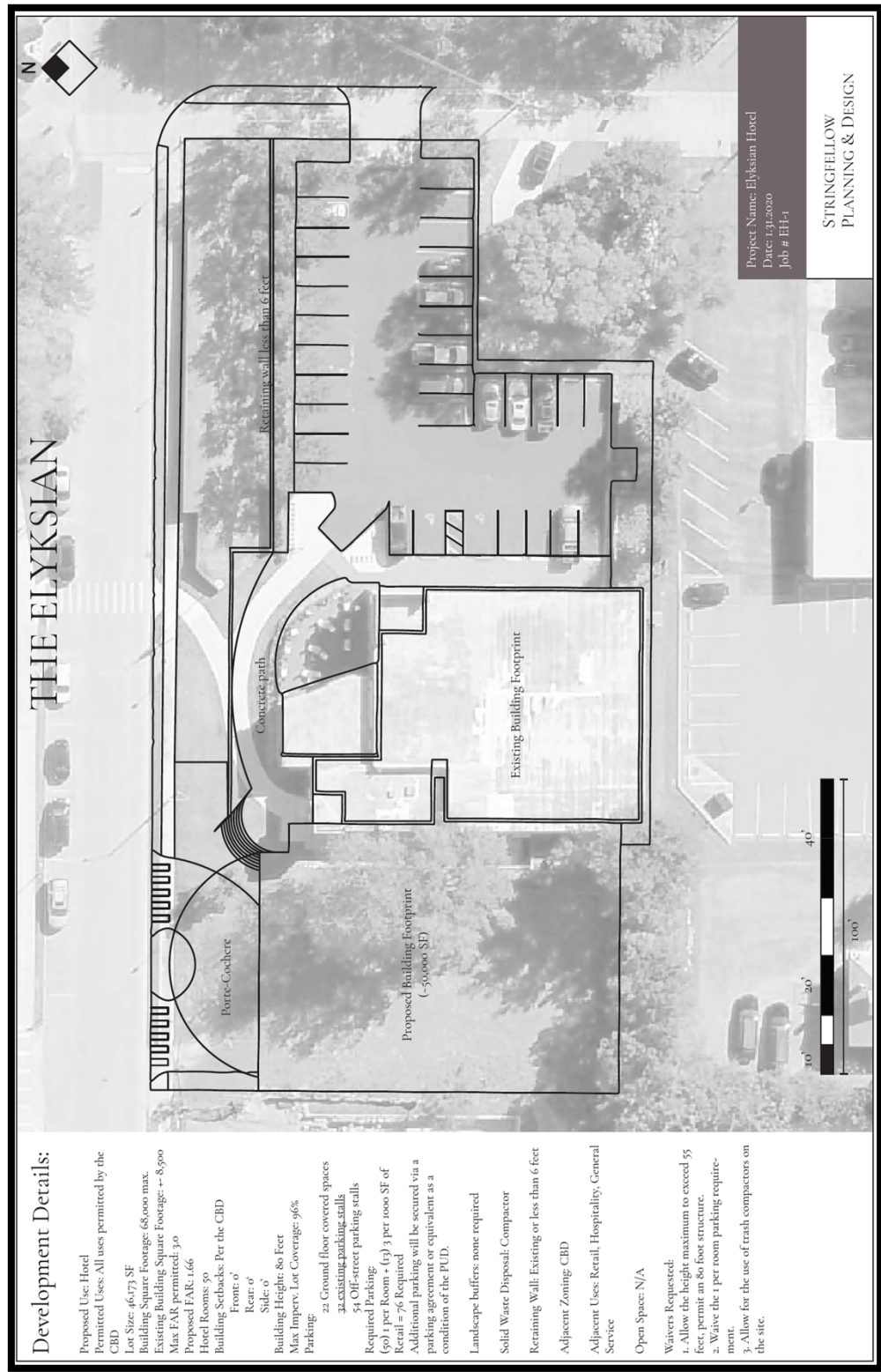
SECTION 6.

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

Location map:



Development Plan:





CITY OF CLERMONT
ORDINANCE NO. 2020-15

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 9th day of June, 2020.

CITY OF CLERMONT

Gail L. Ash, Mayor

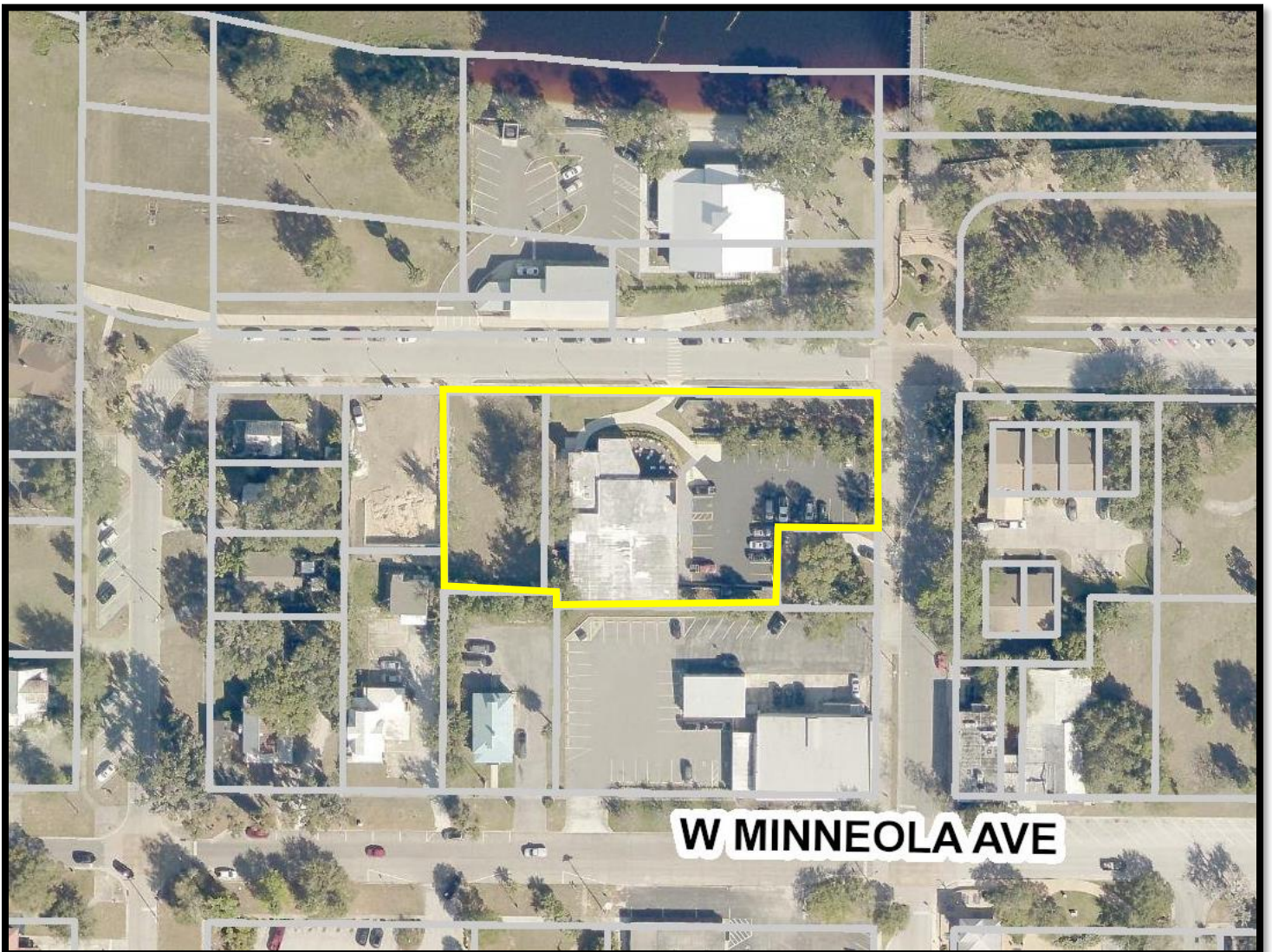
ATTEST:

Tracy Ackroyd Howe, MMC, City Clerk

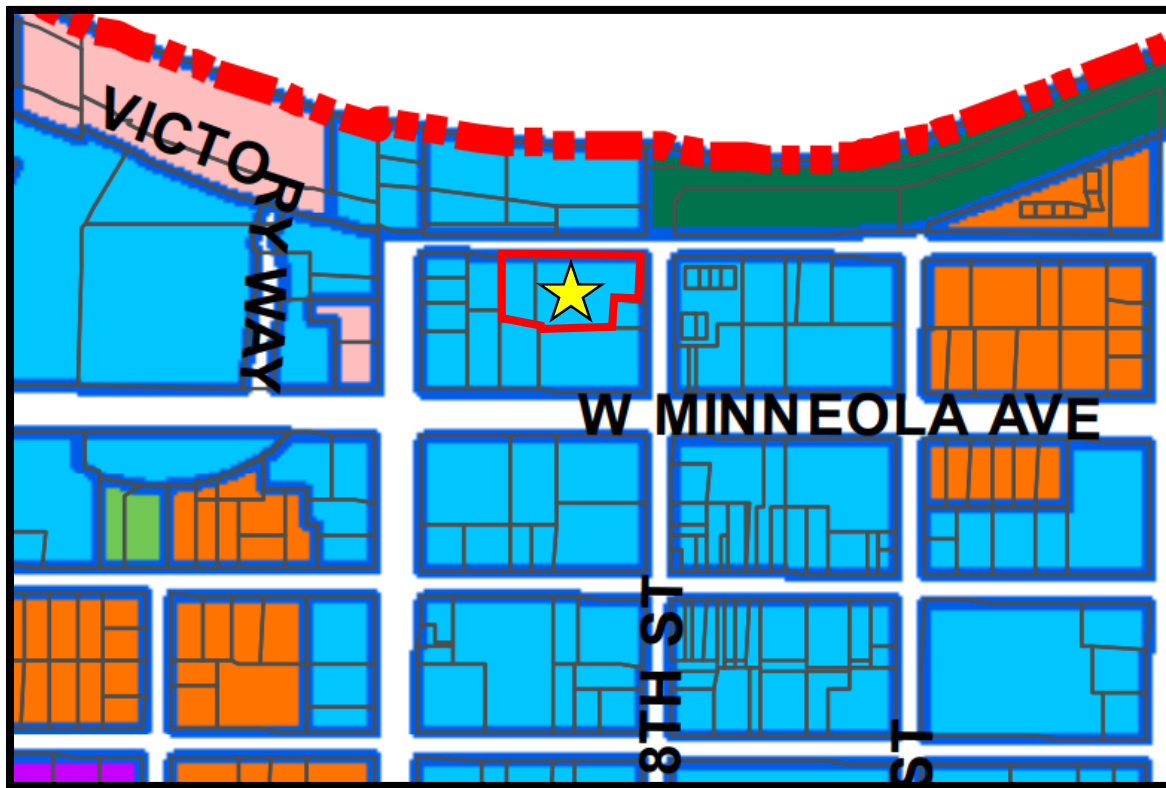
Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

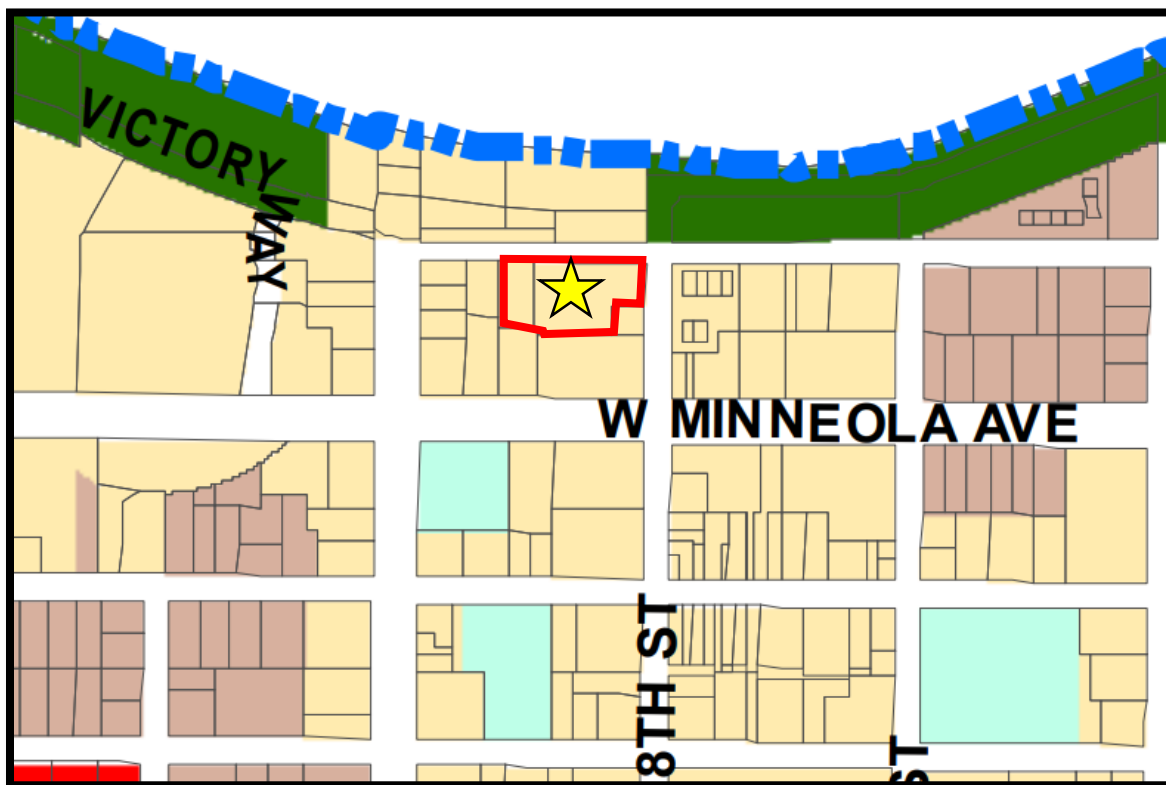
Location - Elyksian Hotel PUD



Zoning & Future Land Use- Elyksian Hotel PUD



Zoning



Future Land Use



Development Details:

Proposed Use: Hotel
Permitted Uses: All uses permitted by the CBD
Lot Size: 46,173 SF
Building Square Footage: 68,000 max.
Existing Building Square Footage: +- 8,500
Max FAR permitted: 3.0
Proposed FAR: 1.66
Hotel Rooms: 50
Building Setbacks: Per the CBD
 Front: 0'
 Rear: 0'
 Side: 0'
Building Height: 80 Feet
Max Imperv. Lot Coverage: 96%
Parking:
 22 Ground floor covered spaces
 32 existing parking stalls
 54 Off-street parking stalls
Required Parking:
(50) 1 per Room + (13) 3 per 1000 SF of Retail = 76 Required
Additional parking will be secured via a parking agreement or equivalent as a condition of the PUD.

Landscape buffers: none required

Solid Waste Disposal: Compactor

Retaining Wall: Existing or less than 6 feet

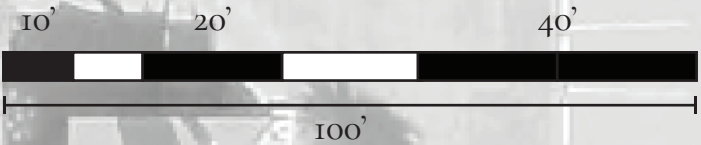
Adjacent Zoning: CBD

Adjacent Uses: Retail, Hospitality, General Service

Open Space: N/A

Waivers Requested:
1. Allow the height maximum to exceed 55 feet, permit an 80 foot structure.
2. Waive the 1 per room parking requirement.
3. Allow for the use of trash compactors on the site.

THE ELYKSIAN



Project Name: Elyksian Hotel
Date: 1.31.2020
Job # EH-1

STRINGFELLOW
PLANNING & DESIGN



PUD 2002-0001

CITY OF CLERMONT
REZONING
APPLICATION

DATE: 02-04-2020

Paid CK # 1003

FEE: \$542.⁰⁰
+ cost of advertisement

PROJECT NAME (if applicable): Elyksian Hotel

APPLICANT: Stringfellow Planning & Design

CONTACT PERSON: Alex Stringfellow

Address: 705 W. Minneola Ave.

City: Clermont State: FL Zip: 34711

Phone: 352.217.7710 Fax: _____

E-Mail: alex@stringfellowplanning.com

OWNER: Elyksian Hotels Clermont, LLC

Address: 857 W. Osceola Street

City: Clermont State: Florida Zip: 34711

Phone: 407-267-1726 Fax: _____

Address of Subject Property: 857 WEST OSCEOLA ST CLERMONT FL 34711

Legal Description (include copy of survey):

CLERMONT LOTS 1, 3, 5, 7, 9, N 10 FT OF LOTS 2, 4, 6, 8, N |
10 FT OF E 40 FT OF LOT 10 BLK 93--LESS BEG AT SE COR OF LOT |
1 BLK 93, RUN S 0-29-46 W 10 FT TO SE COR OF N 10 FT OF LOT |
2 BLK 93, N 89-23-28 W 75 FT, N 0-29-46 E 60.01 FT, S |
89-23-28 E 75 FT TO E LINE OF LOT 1, S 0-29-46 W ALONG E |
LINE OF LOT 1 A DIST OF 50.01 FT TO POB--PB 8 PG 17 |
ORB 4605 PG 1746 |

AND
CLERMONT LOT 11, E 1/2 OF LOT 13, BLK 93 PB 8 PG 17 |
ORB 5298 PG 1904 |

Acreage: 1.07 Land Use: Downtown MU

(City verification required)

Present Zoning: CBD Proposed Zoning: PUD

(City verification required)



**CITY OF CLERMONT
REZONING
APPLICATION**
Page 2

Answers to the following questions are required to complete this application.

What are you proposing to do that would require a rezoning?

The Elyksian Hotel is a boutique hotel proposed to be located adjacent to the existing Epic Cycles building on West Osceola Street in downtown Clermont. The hotel is proposed to have 50 rooms, with additional meeting space, ground floor covered parking and rooftop amenities for its guests. The property is approximately one (1) acre and includes the existing Epic Cycles building and parking lot. The clientele attracted by Epic Cycles has been voicing their desire to near downtown Clermont, as they attend cycling events or travel to the area for various reasons. This project proposes to meet that demand, in part, and to provide additional taxable value in the downtown. The proposed use is consistent with similar historic downtowns in the Central Florida region and will provide additional economic activity for adjacent businesses already located in downtown. The hotel proposes to exceed the current height maximum in the current CBD zoning district.

Alex Stringfellow
Applicant Name (print)

x [Signature]
Applicant Name (signature)

Roman Brana Gonzalez
Owner Name (print)

x [Signature]
Owner Name (signature)

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



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Roman Brana Gonzalez, who being

by me first duly sworn on oath, deposes and says:

1. That he (she) is the fee-simple owner of the property legally described on the attachment of this application.

2. That he (she) desires

PUD

for the property legally described on the attachment of this application.

3. That the owner of said property has appointed Alex Stringfellow to act as agent on his (her) behalf to accomplish the above. The owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his (her) stead.

Roman Brana Gonzalez

Affiant - Applicant Name (print)

X

[Signature]

Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 11th day of February, 2020.



X Dawn Stalaker

Notary Public, State of Florida at Large

My Commission Expires: 8-30-20

ELYKSIAN HOTEL PUD

857 WEST OSCEOLA ST CLERMONT FL 34711

1. **Application:** Attached
2. **Application fee:** Attached
3. **Power of Attorney:** N/A
4. **Lake County Property Record Cards:** Attached
5. **Proof of Ownership:** Attached
6. **Narrative:** The Elyksian Hotel is a boutique hotel proposed to be located adjacent to the existing Epic Cycles building on West Osceola Street in downtown Clermont. The hotel is proposed to have 50 rooms, with additional meeting space, ground floor covered parking and rooftop amenities for its guests. The property is approximately one (1) acre and includes the existing Epic Cycles building and parking lot. The clientele attracted by Epic Cycles has been voicing their desire to near downtown Clermont, as they attend cycling events or travel to the area for various reasons. This project proposes to meet that demand, in part, and to provide additional taxable value in the downtown. The proposed use is consistent with similar historic downtowns in the Central Florida region and will provide additional economic activity for adjacent businesses already located in downtown.
7. **Legal Description:** CLERMONT LOTS 1, 3, 5, 7, 9, N 10 FT OF LOTS 2, 4, 6, 8, N |
10 FT OF E 40 FT OF LOT 10 BLK 93--LESS BEG AT SE COR OF LOT |
1 BLK 93, RUN S 0-29-46 W 10 FT TO SE COR OF N 10 FT OF LOT |
2 BLK 93, N 89-23-28 W 75 FT, N 0-29-46 E 60.01 FT, S |
89-23-28 E 75 FT TO E LINE OF LOT 1, S 0-29-46 W ALONG E |
LINE OF LOT 1 A DIST OF 50.01 FT TO POB--PB 8 PG 17 |
ORB 4605 PG 1746 |

AND

CLERMONT LOT 11, E 1/2 OF LOT 13, BLK 93 PB 8 PG 17 |
ORB 5298 PG 1904 |
8. **Location Map:** Attached
9. **Adequate Public Facilities:** N/A
10. **Cut/Fill of the Property:** The property will not cut nor fill equal to or greater than 15'

STRINGFELLOW
PLANNING & DESIGN

11. Traffic Impact Analysis: Per ITE Handbook, 10th Addition

No.	Land Use	Unit	Daily Rate	Peak Hour of Adjacent Street Rate					
				AM (7-9)			PM (4-6)		
				Total	In	Out	Total	In	Out
310	Hotel	rooms	8.36	.47	59%	41%	0.60	51%	49%
Proposed Rooms		50							
* Daily Rate		8.36							
= Total Trips		418							

12. Lake County Schools Adequate School Facilities Determination: N/A

13. Phasing Plan: N/A

14. Aerial Photo: Attached

15. Boundary Survey: Attached

16. Topographical Survey: Attached

17. PUD Restrictions: None Proposed

18. Proposed Conceptual Site Plan: Attached

19. Architectural/Elevations: Attached

20. Pre-Application Meeting with Staff: Complete January 15, 2020

PROPERTY RECORD CARD

General Information

Owner Name:	LAKE PHOENIX HOLDINGS LLC	Alternate Key:	1615089
Mailing Address:	528 8TH ST CLERMONT, FL 34711 Update Mailing Address	Parcel Number:	24-22-25-0100-093-00100
		Millage Group and City:	00C1 (CLERMONT)
		2019 Total Certified Millage Rate:	17.9211
		Trash/Recycling/Water/Info:	My Public Services Map
Property Location:	528 8TH ST CLERMONT FL 34711 Update Property Location	Property Name:	-- Submit Property Name School Locator & Bus Stop Map School Boundary Maps
Property Description:	CLERMONT LOTS 1, 3, 5, 7, 9, N 10 FT OF LOTS 2, 4, 6, 8, N 10 FT OF E 40 FT OF LOT 10 BLK 93--LESS BEG AT SE COR OF LOT 1 BLK 93, RUN S 0-29-46 W 10 FT TO SE COR OF N 10 FT OF LOT 2 BLK 93, N 89-23-28 W 75 FT, N 0-29-46 E 60.01 FT, S 89-23-28 E 75 FT TO E LINE OF LOT 1, S 0-29-46 W ALONG E LINE OF LOT 1 A DIST OF 50.01 FT TO POB--PB 8 PG 17 ORB 4605 PG 1746		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	STORE 1 STORY FREE STANDING (1100)	0	0		34499.25 SF		\$0.00	\$379,492.00

[Click here for Zoning Info](#) [FEMA Flood Map](#)

Commercial Building(s)

Building 1

Commercial Building Value: \$389,656.00

Summary			Section(s)						Map Color
Year Built:	1968	Section No.	Section Type	Wall Height	No. Stories	Ground Floor Area	Basement	Basement Finished	
Total Square Footage:	8473	1	FINISHED LIVING AREA (FLA)	16	1	4080	0%	0%	
Full Bathrooms:	2		Interior Finish (11C)		Percent		Sprinkler		A/C
					100.00 %		Yes		Yes
Half Bathrooms:	0	2	FINISHED LIVING AREA (FLA)	12	1	4393	0%	0%	
Elevators:	0		Interior Finish (11C)		Percent		Sprinkler		A/C
Elevator Landings:	0				83.00 %		Yes		Yes



This Document Prepared By and Return to:
Law Office of Anita Geraci-Carver, P.A.
1560 Bloxam Avenue
Clermont, FL 34711
(352) 243-2801

Parcel ID Number: 24-22-25-010009300100

Warranty Deed

This Indenture, Made this 25th day of March, 2015 A.D., Between OMBS, LLC, a Florida limited liability company of the County of Lake, State of Florida, grantor, and LAKE PHOENIX HOLDINGS, LLC, a Florida limited liability company whose address is: 2507 S. U.S. Highway 27, Clermont, FL 34711 of the County of Lake, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of

-----TEN DOLLARS (\$10)----- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Lake State of Florida to wit:

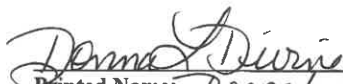
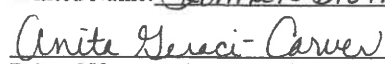
Lots 1, 3, 5, 7 and 9; the North 10 feet of Lots 2, 4, 6 and 8; and the North 10 feet of the East 40 feet Lot 10, Block 93, Official Map of the City of Clermont, according to the plat thereof as recorded in Plat Book 8, Page 17 through 23, Public Records of Lake County, Florida, LESS Parcel B described as: Begin at the Southeast corner of Lot 1, Block 93, Official Map of the City of Clermont, according to the plat thereof as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida, thence run S 00°29'46" W along the East line of said Lot 1 for a distance of 10.00 feet to the Southeast corner of the North 10.00 feet of Lot 2, Block 93 of said plat of the City of Clermont; thence run N 89°23'28" W along the South lines of the North 10.00 feet of Lots 2 and 4 of said plat for a distance of 75.00 feet; thence run N 00°29'46" E for a distance of 60.01 feet; thence run S 89°23'28" E for a distance of 75.00 feet to the East line of aforesaid Lot 1; thence run S 00°29'46" W along said East line of Lot 1 for a distance of 50.01 feet to the Point of Beginning.

DOCUMENTARY STAMPS IN THE AMOUNT OF \$3,850.00 HAVE BEEN PAID. THE PURCHASE PRICE IS \$550,000.00.

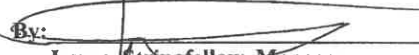
and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

WITNESSES:

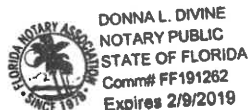

Printed Name: Donna L. Divine

Printed Name: Anita Geraci-Carver

OMBS, LLC, a Florida limited liability company

By: 
Jayson Stringfellow, Manager
P. O. Address: 1455 W. Lakeshore Drive
Clermont, FL 34711

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 25th day of March, 2015 by Jayson Stringfellow, Manager of OMBS, LLC, a Florida limited liability company who is personally known to me or who has produced his Florida driver's license as identification.




Printed Name: Donna L. Divine
Notary Public
My Commission Expires:

Prepared by and return to:
Bret Jones, Esquire
Bret Jones, P.A.
700 Almond Street
Clermont, Florida 34711

[Space Above This Line For Recording Data]

THIS INSTRUMENT WAS PREPARED FROM INFORMATION FURNISHED BY THE PARTIES.
NO TITLE ASSURANCE WAS REQUESTED OR GIVEN.
THIS INSTRUMENT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH.

Quit Claim Deed

This Quit Claim Deed made on 30 day of January 2020, between **Lake Phoenix Holdings, LLC a Florida Limited Liability Company** whose address is 528 8th Street, Clermont, Florida 34711 ("Grantors"), and **Elyksian Hotels Clermont, LLC a Florida Limited Liability Company**, ("Grantee"), whose post office address is 528 8th Street, Clermont, Florida 34711.

WITNESSETH, that Grantors, for and in consideration of the sum of \$10.00, and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, quitclaims to Grantee and Grantee's heirs, personal representatives, and assigns forever all of the right, title, and interest of Grantors in the following described land situated in **Lake County, Florida**:

Lake County Parcel ID No. 24-22-25-0100-093-01100

Lot 11 and the East 1/4 of Lot 13, Block 93, The City of Clermont according to the plat thereof as recorded in Plat Book 8, Page 17-S, Public Records of Lake County, Florida ,

together will all appurtenances, privileges, rights, interests, dower, reversions, remainders and easements thereto appertaining Grantor warrants against only the lawful claims of all persons claiming by, through or under Grantor.

Said property is not the homestead of the Grantors under the laws and Constitution of the State of Florida.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of Grantors, either in law or equity, to the only proper use, benefit and behalf of Grantee.

In Witness Whereof, Grantors have hereunto set Grantors' hands and seal the day and year first above written.

Signed, sealed and delivered in our presence:

By: Lake Phoenix Holdings LLC

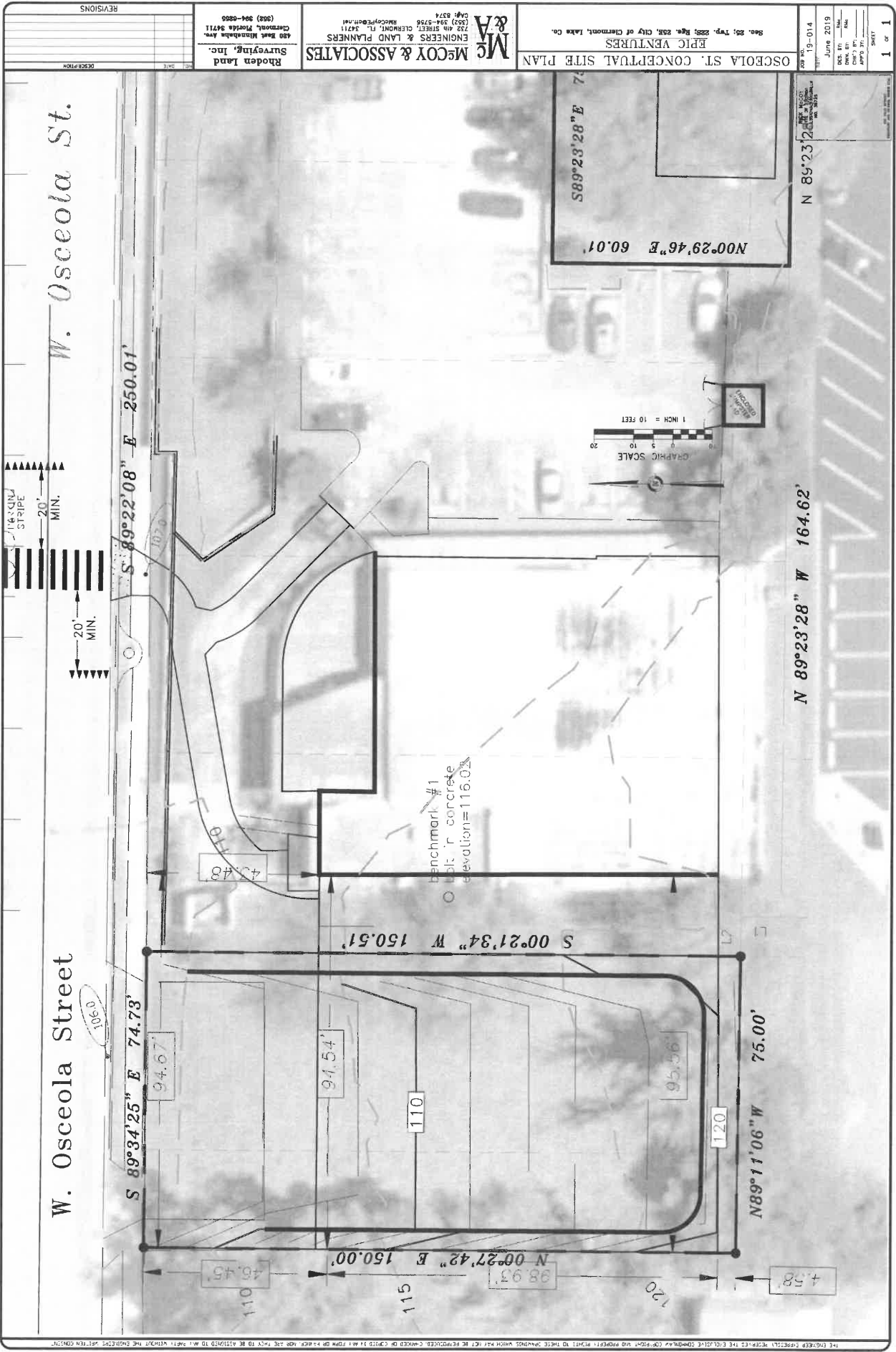
Witness: Lisa N. Welling
Kay S. Walls
Witness: Kay S. Walls
STATE OF FLORIDA
COUNTY OF LAKE

Roman Gonzalez
Roman Gonzalez it's Manager

The foregoing instrument was acknowledged before me by physical appearance this 30 day of January, 2020 by **Roman Gonzalez Manager of Lake Phoenix Holdings LLC**, who produced Florida Driver's Licenses as identification.

[Signature]
Notary Public – State of Florida





Map of Boundary Survey

Description:
 Lots 1, 3, 5, 7, 9; the North 10 feet of Lots 2, 4, 6 and 8; and the North 10 feet of the East 40 feet of Lot 10, Block 93, OFFICIAL MAP OF THE CITY OF CLERMONT, according to the plat thereof, as recorded in Plat Book 8, Page 17 through 23, Public Records of Lake County, Florida, LESS Parcel B described as:

BEGIN at the Southeast corner of Lot 1, Block 93, Official Map of the City of Clermont, according to the plat thereof as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida, thence run S 00°29'46" W along the East line of said Lot 1 for a distance of 10.00 feet to the Southeast corner of the North 10.00 feet of Lot 2, Block 93 of said plat of the City of Clermont; thence run N 89°23'28" W along the South lines of the North 10.00 feet of Lots 2 and 4 of said plat for a distance of 75.00 feet; thence run N 00°29'46" E for a distance of 60.01 feet; thence run S 89°23'28" E for a distance of 75.00 feet to the East line of aforesaid Lot 1; thence run S 00°29'46" W along said East line of Lot 1 for a distance of 50.01 feet to the Point of Beginning.

Scale = 1" = 30'

Notes:

- Bearings based on the South line of Osceola Street as being S 89°34'25" E, an assumed meridian.
- Legal description from Exhibit A in title commitment.
- Title commitment by Old Republic National Title Insurance Company file No. 12-2014-125043A1 dated Jan. 11, 2015 @ 11:00 PM was provided for this Survey.
- No adjacent or underground improvements, other than those shown, located this date.
- Subject property contains 0.815 acres, more or less, and is subject to any rights of way or easements of record.

Property address:
 528 8th Street
 Clermont, FL 34711

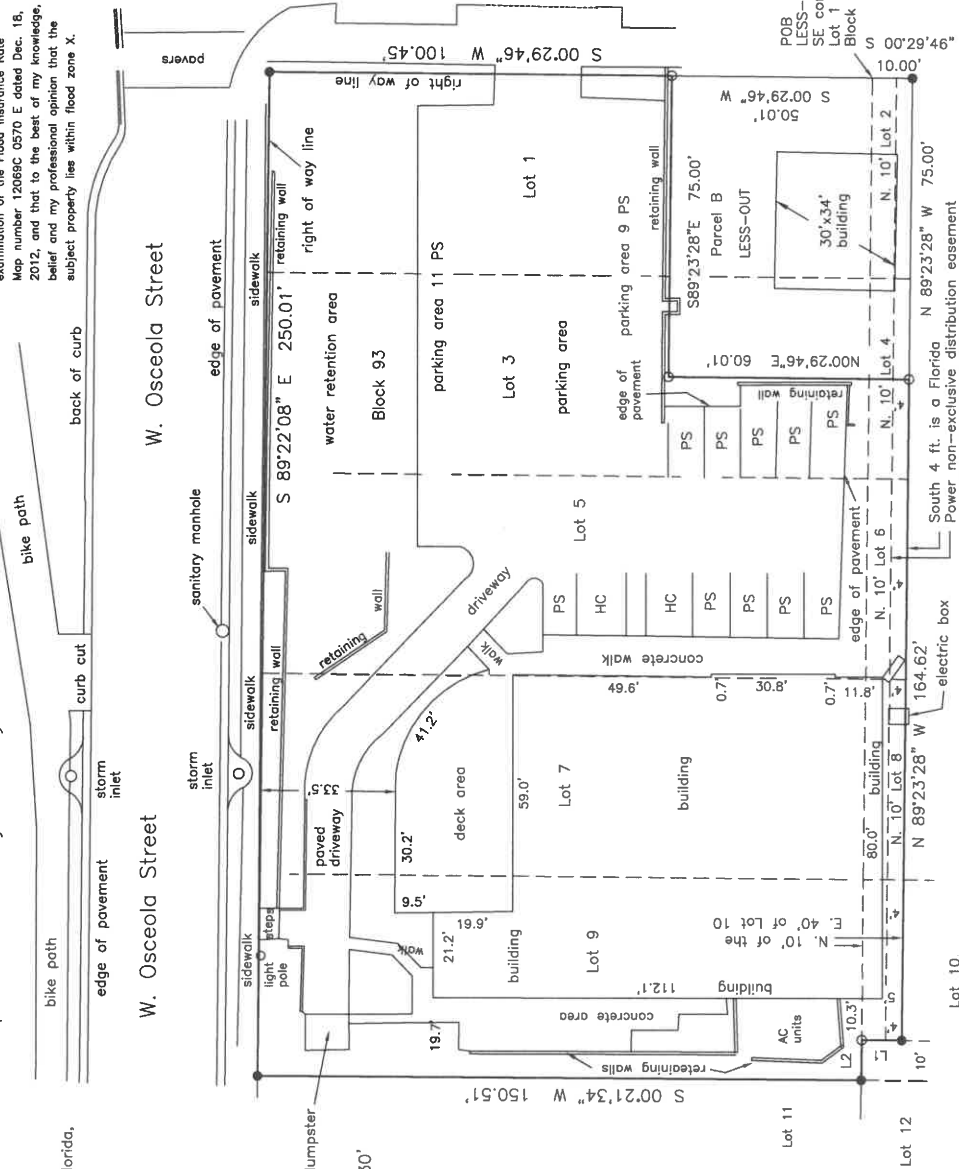
Surveyor's Certification
 I hereby certify to Lake Phoenix Holding, LLC, Law Office of Anita Geraci-Carver, P.A., First Green Bank, Epic Cycles Worldwide, LLC, and Stone and Gerkin, P.A. that this Map of Boundary Survey meets the Standards of Practice for surveys as set forth in Chapter 5U-17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

JEFFREY P. RHODEN PSM #5322 03/18/15
 STATE OF FLORIDA
 UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

City of Clermont

I hereby declare that based on my examination of the Flood Insurance Rate Map number 12068C 0570 E dated Dec. 16, 2012, and that to the best of my knowledge, belief and my professional opinion that the subject property lies within flood zone X.

Map of Boundary Survey

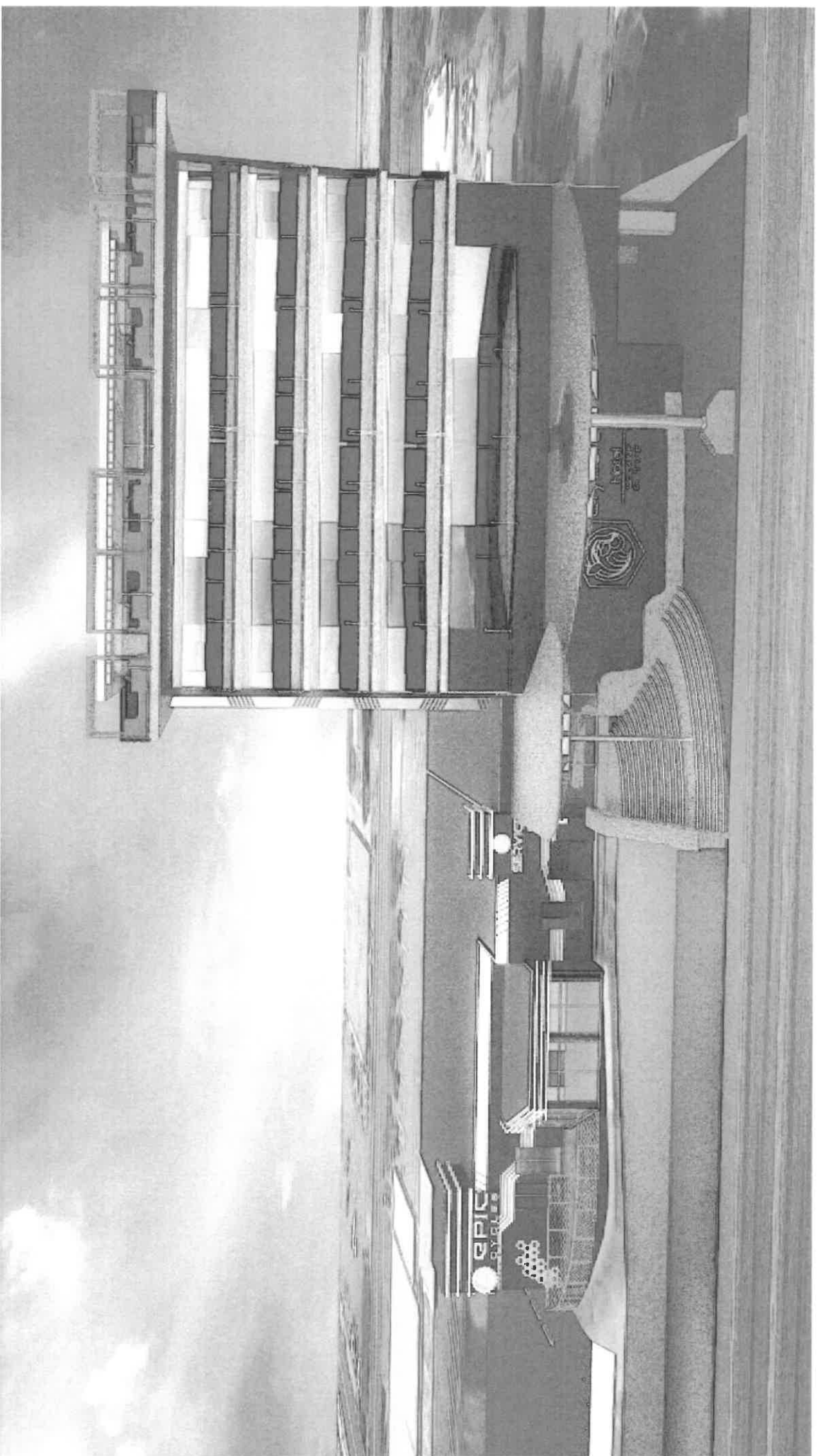


Legend:
 POB denotes Point of Beginning
 ● denotes found 1/2" iron rod
 ○ denotes set 1/2" iron rod
 & cap "LB 6980"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 00°21'34" W	10.00'
L2	N 89°23'28" W	10.00'

HC denotes handicap space
 PS denotes parking space

Prepared for:
 Law Office of Anita Geraci-Carver, P.A.
 14073.005
Rhoden Land Surveying, Inc.
 LB #6980
 420 E. Minnehaha Ave.
 Clermont, FL 34711
 352-394-6255



Advertising Receipt

CITY OF CLERMONT
Paola Vasquez
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10095943
Phone: (352) 241-7331
Date: 04/06/20
Ad Taker: Joanne French

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cle	04/13/2020	04/13/2020	\$163.34

LEGAL NOTICE

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

ORDINANCE NO. 2020-15

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

LOCATION

Southwest corner of W. Osceola Street and 8th Street
Alternate Key 1615119 & 1615089
Approx. 1.07 acres

LEGAL DESCRIPTION

CLERMONT LOTS 1, 3, 5, 7, 9, N 10 FT OF LOTS 2, 4, 6, 8, N |
10 FT OF E 40 FT OF LOT 10 BLK 93--LESS BEG AT SE COR OF LOT |
1 BLK 93, RUN S 0-29-46 W 10 FT TO SE COR OF N 10 FT OF LOT |
2 BLK 93, N 89-23-28 W 75 FT, N 0-29-46 E 60.01 FT, S |
89-23-28 E 75 FT TO E LINE OF LOT 1, S 0-29-46 W ALONG E |
LINE OF LOT 1 A DIST OF 50.01 FT TO POB--PB 8 PG 17 |
ORB 4605 PG 1746 |

AND

CLERMONT LOT 11, E 1/2 OF LOT 13, BLK 93 PB 8 PG 17 |
ORB 5298 PG 1904 |

From: Central Business District (CBD)

To: Planned Unit Development (PUD) for a hotel

A virtual meeting to consider the request will be held before the City Council on Tuesday, April 28, 2020 at 6:30 pm for final enactment and livestreamed from Clermont City Hall Council Chambers.

This ordinance is available for public inspection on the City of Clermont website.

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

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10095943
April 13, 2020

Payment Info	
Ad Price	\$163.34
Tax	\$0.00
Sub Total	\$163.34
Prepaid Amount	\$0.00
Balance Due	\$163.34



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 9, 2020		
Agenda Item Name		
Resolution No 2020-20R <i>Lowe's Home Improvement</i>		
Requested Action		
Recommend approval of Resolution No 2020-20R		
Staff Report		
The applicant, Lowes Home Improvement Store is requesting an amendment to the Conditional Use Permit (Resolution 1488) to allow for an increase to the building square footage. The property is located at 1501 Sandy Grove Avenue and the zoning is (PUD) Planned Unit Development with C-2 General Commercial permitted uses; the Land Use is also Commercial. The applicant is requesting to amend the Conditional Use Permit to allow for a 3,500 square foot building addition for tool rentals and a 1,500 square foot outside storage area to be located on the west side of existing building. The City Council approved a Conditional Use Permit (Resolution 1488) on September 26, 2006, to allow for a 172,000 square feet retail store. The applicant is proposing to build a 3,500 square-foot building expansion for tool rentals services, the request would also expand the existing outside storage. area to a maximum 1,500 square foot. All outside storage shall be screened from public view and any streets. The adjacent parcel is vacant and owned by Lowes; providing no adverse impact to adjacent properties. The existing CUP has a maximum allowed of 172,000 square foot building area, and with the proposed building addition, including the outside storage area; the amended maximum allowed building area shall not exceed 178,000 square feet. Staff has reviewed the application as submitted and finds the proposed use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity and the proposed use will comply with the regulations and provisions specified. Therefore, staff recommends approval of the Conditional Use Permit with conditions contained in Resolution No. 2020-20R.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. New CUP RES 2020-20R	New CUP RES 2020-20R.pdf	
2. LOCATION MAP	LOCATION MAP.pdf	
3. CLERMONT LOWES - CONCEPT PLAN	CLERMONT LOWES - CONCEPT PLAN.pdf	

4.	Landscape Site Concept Plan	Landscape Site Concept Plan.pdf
5.	CUP-Application Clermont	CUP-Application Clermont.pdf
6.	LOWES AMENDMENT CUP-Legal AD	LOWES AMENDMENT CUP-Legal AD.pdf



CITY OF CLERMONT
RESOLUTION NO. 2020-20R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING AN AMENDMENT TO A CONDITIONAL USE PERMIT (RESOLUTION 1488) TO ALLOW FOR AN EXPANSION TO THE EXISTING BUILDING IN A PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held on June 2, 2020, recommended approval of this amendment to the Conditional Use Permit (Resolution No 1488) to allow for an expansion to the existing Lowes Home Improvement Store; at the following location:

LOCATION:

Lowes Home Improvement Store
1501 Sandy Hooks Avenue
(Alternate Key 3836309)

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

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

This application for an amendment to the Conditional Use Permit (Resolution No 1488) is to allow for an increase to the existing Lowes Home Improvement Store, be granted subject to the following conditions:

CONDITIONAL USE PERMIT CONDITIONS:

SECTION 1. General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No further expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.
3. Formal construction plans, incorporating all conditions stated in this Permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a Zoning Clearance or other development permits. The Conceptual Site Plans submitted with the Conditional Use Permit application are not the approved Construction Plans.



CITY OF CLERMONT
RESOLUTION NO. 2020-20R

4. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
5. The final Certificate of Occupancy shall not be issued until each of the stated conditions have been met.
6. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by Resolution.
7. The Conditional Use Permit must be executed and filed in the office of the City Clerk within 90 days of its date of grant by the City Council or the Permit shall become null and void.
8. The applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
9. This Permit shall become null and void if substantial construction work has not begun within two (2) years of the date of this Conditional Use Permit is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.
10. Outdoor speaker/ public announcement systems shall only be used during the hours of 7:00 A.M. to 7:00 P.M. Should the outdoor system be determined a nuisance to the surrounding area by the City, the City may require it to be eliminated within 60 days of notification.
11. One outdoor mobile Food Vendor cart may be located in front of the Garden Center, and shall adhere to the following conditions:
 - (a) Limited to 100 square feet.
 - (b) Bench seating allowed.
 - (c) No advertising signage.
 - (d) Maximum hours of operation: 11:00 A.M. until 7:00 P.M.
 - (e) Shall not inhibit pedestrian flow and shall not block sidewalk or fire lane.
 - (f) Relocation of any Vendor Cart shall require approval of the City Site Development Review Committee.



CITY OF CLERMONT
RESOLUTION NO. 2020-20R

SECTION 2. Land Use

1. This Conditional Use Permit to amend (Resolution No 1488) to allow for a building addition of approximately 3,500 square foot and for a 1,500 square foot outdoor storage area for tool rentals at the existing site. The existing Conditional Use Permit allows up to 172,000 square foot building area, the addition will provide an increase up to the maximum of 178,000 square feet building area. The 3,500 square foot building addition shall be consistent with the Conceptual Site Plan dated 3/4/2020 (Exhibit A) as prepared by CPH, Inc. The outdoor storage area shall be consistent to the existing outdoor storage and completely screened from public view and any rights-of way.
2. The site shall comply with the C-2 General Commercial Zoning District of the Clermont Land Development Regulations unless otherwise stated in this Resolution. All building shall maintain a 25-foot setback from City and County rights-of-way, and 25-foot setback from adjacent properties.
3. Go Dark Requirements:
 - (a) Any and all future leases by Owner, its assigns or transferees shall provide that in the event any tenant of any of the premises contemplated herein ceases to conduct business for a period of six (6) months the Lease shall be automatically terminated without cause. For purposes of this section, conducting business shall be defined as the Tenants failure to maintain wholesale or retail operation for members of the public and shall not include the following events:
 - (i) the failure of Landlord to commence or complete construction of the premises;
 - (ii) alteration, repair, or restoration of the Premises;
 - (iii) interruption of utilities;
 - (iv) fire or other casualty;
 - (v) default by Landlord;
 - (vi) eminent domain;
 - (vii) force of nature.
 - (b) Owner on its behalf and that of its assigns and transferees expressly agrees that it will enforce the lease provision set forth above as an express condition of this Conditional Use Permit.

SECTION 3. Site Development

1. Detailed grading, erosion control, and dust abatement plans for the entire site shall be submitted to and approved by the Site Review Committee prior to Construction Plan approval and the initiation of development activity. The dust abatement plan shall detail measures to be taken to eliminate the migration of dust particles from the site.



CITY OF CLERMONT
RESOLUTION NO. 2020-20R

2. The permittee/developers shall provide ground cover on all out parcel and disturbed areas, where construction is not immediately intended. Ground cover shall be provided in accordance with an approved ground cover plan acceptable to the City in accordance with Best Management Practices (BMP) of the United States Department of Agriculture Soil Conservation Service.
3. All excavated material shall be stored in a location approved by the City Engineer.
4. Ingress and egress to the site for construction shall be determined by the City Engineer.

SECTION 4. Transportation Improvements

1. Sidewalks shall be required along all public street frontages in accordance with City Codes.
2. All transportation improvements identified and required with Resolution No 1488 shall remain enforceable and shall aggregate any amendments of this resolution.

SECTION 5. Utilities and Storm water

1. A St. John's River Water Management District Stormwater Permit shall be required and filed with the City prior to receipt of a building permit or any development activity on the site.

SECTION 6. Landscaping and Miscellaneous Site Improvements

1. Side slopes of the water retention areas shall be sodded and landscaped with trees. Trees shall be provided in the water retention areas that are appropriate for the soils and hydrology of the area.
2. Cardboard recycling dumpsters shall be in dumpster enclosures constructed per Code.
3. All Landscape Buffers and Site Improvements shall conform to the Land Development Regulations and Clermont Codes.

SECTION 7. Signage

1. All signs shall conform to Clermont Land Development Regulation and Building Codes.
- 2.

SECTION 8. Architectural Design Standards

1. Architectural Plans for all buildings must be approved by the Site Review Committee prior to Construction Plan approval.



CITY OF CLERMONT
RESOLUTION NO. 2020-20R

2. All building structures shall be similar in design and color as the primary building façade and constructed in accordance with the design regulations for the Clermont Architectural Design Standards, unless otherwise approved by the City of Clermont Site Review Committee.
3. The loading areas must be completely screened from public view and streets. Screening shall include but not be limited to provision of a minimum 10-foot wide landscape buffer along the rear and sides of the retail stores. All outside storage shall be completely screened from public view any public rights-of-way.

Lighting:

1. Light poles shall not be painted in primary colors. Parking lot lights shall be aimed straight down and be enclosed in a shroud so that light will not project out in an upward or horizontal direction.

Outdoor storage:

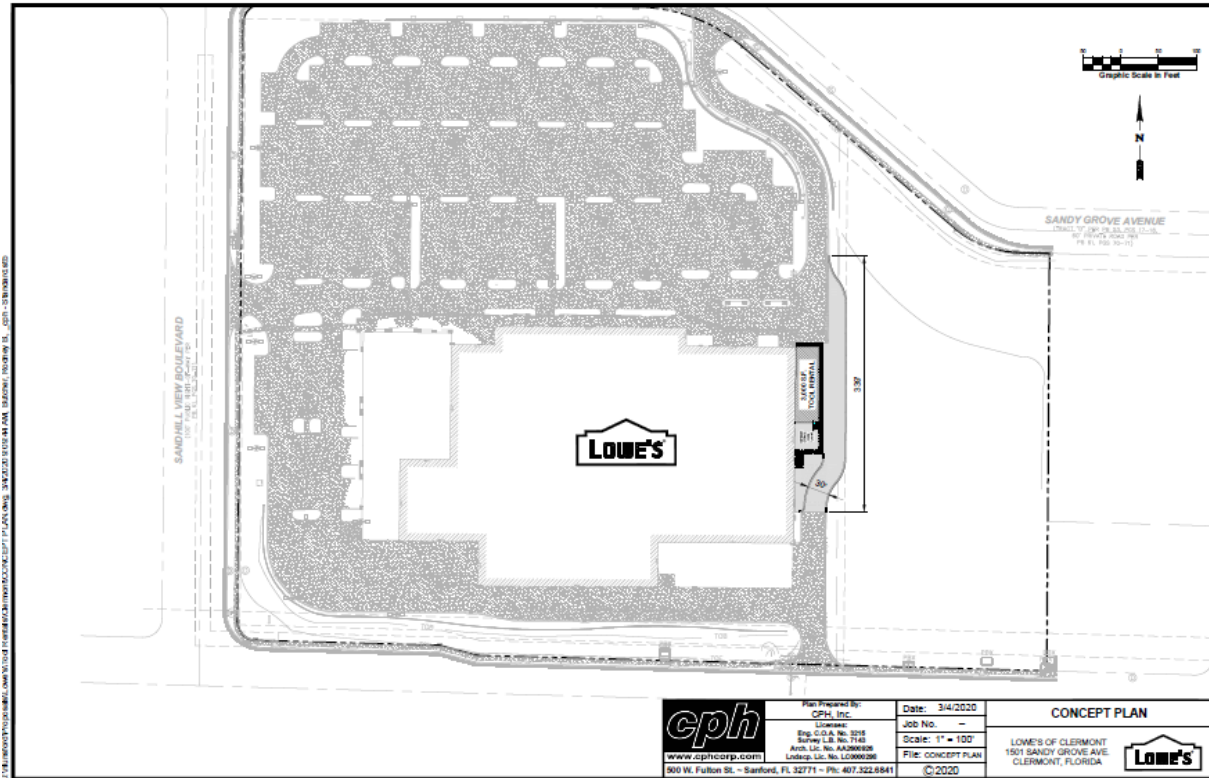
1. All materials stored outside must be within an opaque enclosure.
2. All fencing shall be decorative ornamental metal; chain link fencing is prohibited.

Miscellaneous:

1. Cart corrals or returns shall be provided for in the parking lot. No advertising shall be allowed on the cart corrals.
2. All fencing, including fencing around water retention areas, shall be ornamental metal and decorative; chain link fencing is prohibited.

**CITY OF CLERMONT
RESOLUTION NO. 2020-20R**

Exhibit A - Conceptual Site Plan





CITY OF CLERMONT
RESOLUTION NO. 2020-20R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this _____ day of June 2020.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

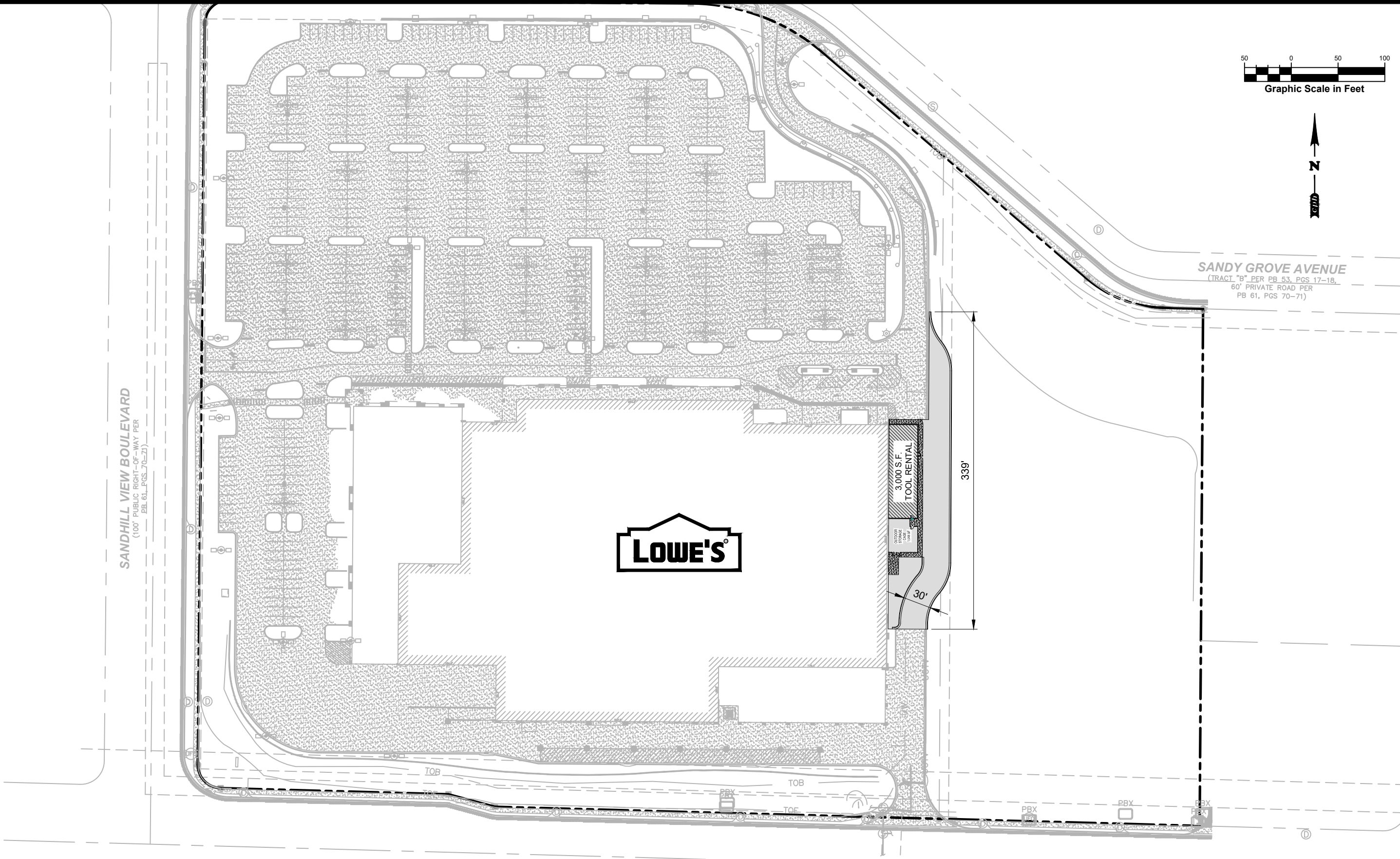
Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

LOCATION MAP



U:\Inlunsford\Proposals\Lowe's\Tool Rentals\Clermont\CONCEPT PLAN.dwg, 3/4/2020 9:09:44 AM, Butcher, Rodney B., _cph - Standard.stb



Plan Prepared By:
CPH, Inc.
Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
Arch. Lic. No. AA2600926
Lndscp. Lic. No. LC0000298

Date: 3/4/2020
Job No. --
Scale: 1" = 100'
File: CONCEPT PLAN

500 W. Fulton St. ~ Sanford, FL 32771 ~ Ph: 407.322.6841

©2020

CONCEPT PLAN

LOWE'S OF CLERMONT
1501 SANDY GROVE AVE.
CLERMONT, FLORIDA

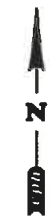


J:\L2273\Landscape\DWG\Concept\Plans\L2273 - LSP - CONCEPT.dwg, 3/4/2020 9:09:44 AM, Smith, Rodney, _cph - Standard.stb

SANDHILL VIEW BOULEVARD



50 0 50 100
Graphic Scale in Feet



SANDY GROVE AVENUE

HOOKS STREET



3,000 S.F.
TOOL RENTAL

PROPOSED TREES

RELOCATED ROAD

HEDGE TO MATCH EXISTING SPECIES
AND SIZES, PLANTED 30" O.C.

PROPOSED GROUNDCOVER

PLANT LIST

SYM. COMMON NAME

- | | |
|-------------|---|
| QV | LIVE OAK |
| MG | SOUTHERN MAGNOLIA |
| IC | DAHOON HOLLY |
| SHRUBS | |
| LJ | SHRUB TO MATCH EXISTING SPECIES (LIGUSTRUM) |
| GROUNDCOVER | |
| GC | GROUNDCOVER |



Plan Prepared By:
CPH, Inc.
Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
Arch. Lic. No. AA2600926
Lndscp. Lic. No. LC0000298

Date: 3/4/2020
Job No. L2273
Scale: 1" = 100'
File: CONCEPT PLAN

500 W. Fulton St. ~ Sanford, FL 32771 ~ Ph: 407.322.6841

©2020

LANDSCAPE CONCEPT PLAN

LOWE'S OF CLERMONT
1501 SANDY GROVE AVE.
CLERMONT, FLORIDA





**CONDITIONAL USE PERMIT (CUP)
APPLICATION**

DATE: March 6, 2020

FEE: \$845
+ cost of advertisement

PROJECT NAME (if applicable): Lowe's Tool Rental Addition

APPLICANT: CPH Inc for Lowe's Home Centers, LLC

CONTACT PERSON: Jill Minton, P.E.

Address: 500 West Fulton Street

City: Sanford State: FL Zip: 32771

Phone: 407-322-6841 Fax: 407-330-0639

E-Mail: jminton@cphcorp.com

OWNER: Lowe's Home Centers, LLC

Address: 1000 Lowe's Blvd

City: Mooresville State: NC Zip: 28117

Phone: Fax:

Address of Subject Property: 1501 Sandy Grove Avenue Clermont FL 34711

General Location: Northeast corner of Sandhill View & Hooks St

Legal Description (include copy of survey): See attached

HOOKS STREET COMMERCIAL CENTER SUBDIVISION PB 61 PG 70-71 |

LOT 1 |

Land Use (City verification required): Commercial

Zoning (City verification required): C-2, General Commercial

Advertising Receipt

CITY OF CLERMONT
Paola Vasquez
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10096530
Phone: (352) 241-7331
Date: 05/12/20
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City of Clermont will consider a i	05/26/2020	06/02/2020	\$173.52

LEGAL NOTICE

City Clerk

Notice is hereby given that the City of Clermont will consider a request for an amendment to a Conditional Use Permit (Resolution 1488) to allow for an expansion to the existing Lowes retail store.

Ad No: 10096530
May 26, 2020 &
June 02, 2020

LOCATION

Lowes Home Improvement Store
1501 Sandy Grove Avenue
(Alternate Key # 3863789)

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

This request will be considered by the Planning & Zoning Commission on Tuesday, June 2, 2020 at 6:30 p.m.

The Clermont City Council shall consider this request at a public meeting to be held on Tuesday, June 9, 2020 at 6:30 p.m.

All meetings shall be held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street Clermont, FL

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

Tracy Ackroyd Howe, MMC

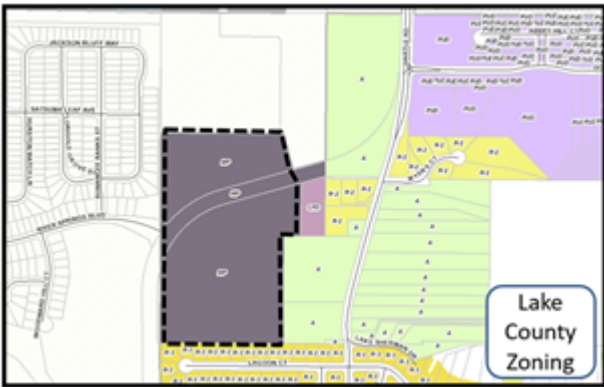
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Tax	\$0.00
Sub Total	\$173.52
Prepaid Amount	\$0.00
Balance Due	\$173.52

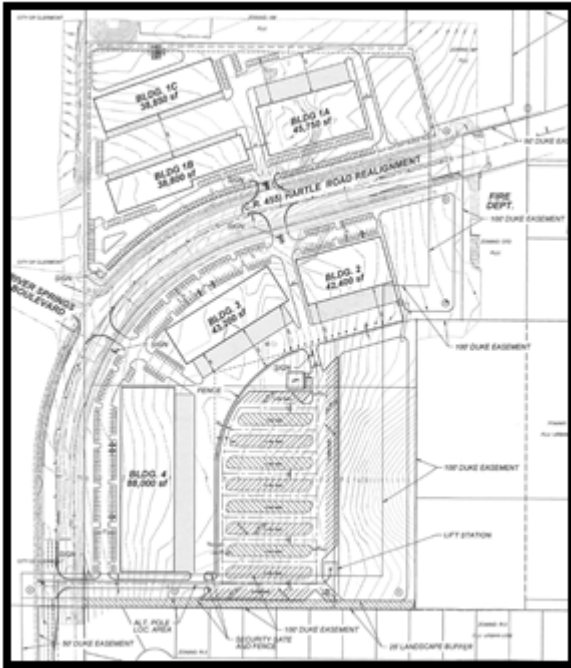


CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, June 9, 2020	
Agenda Item Name	
Ordinance No. 2020-14 Introduction <i>Hartle Road Industrial Park PUD</i>	
Requested Action	
Recommend introduction of Ordinance 2020-14.	
Staff Report	
The applicant is requesting a rezoning on the subject property from Lake County Planned Industrial with Heavy Industrial Uses (Ordinance No. 96-89) to City of Clermont Planned Unit Development (PUD) to allow M-1 Industrial uses. The PUD request provides flexibility in the site design while allowing specific conditions and building size to be addressed in the development of the project. The property, approximately 36 acres, is located $\frac{3}{4}$ mile south on CR 455/Hartle Road Extension from the SR 50 intersection. The project is adjacent to Senninger Irrigation plant, which has the City's Industrial Future Land Use and the City's M-1 Industrial zoning. This request is being heard concurrently with requests for annexation and a large-scale future land use amendment to Industrial. The property is located within the Interlocal Service Boundary Agreement (ISBA) and the Joint Planning Area (JPA). The property has been historically used for agricultural uses in the production and testing of equipment in the irrigation industry.	
 	
The applicant is proposing to develop the property into a light industrial/warehouse park with associated offices and outdoor RV, boat, commercial vehicle and trailer storage, as shown on the PUD concept plan. The conceptual plan indicates a total of approximately 297,000 square feet dedicated to light industrial/warehouse use through a combination of six buildings. The largest building proposed is approximately 88,000 square feet. The remaining buildings are less than 50,000 square feet. In addition, a small office will accompany the RV, boat and commercial vehicle component. The Floor Area Ratio (FAR), based upon the proposal is 0.19, which is less than 1.0 permitted in the City's M-1 Industrial Zoning District, and much less under the current Lake County Future Land Use of Regional Office that allows 3.0.	



The site is split by CR 455/Hartle Road with three smaller building located on the north end of the project and the other remaining buildings and outdoor storage on the south end of the project. The site has some physical design limitations, mainly the 100 foot Duke Energy easement that runs along the property line on the eastern and southern portion of the project. This has ensured a building setback of 100 feet in these areas and will be developed with stormwater systems, outdoor storage, access points, landscaping and parking. The surrounding area includes industrial use, residential use, a fire station, and vacant land.

As with a Planned Unit Development, specific conditions to the Land Development Code may be included. Specific conditions include:

1. The total maximum floor area space allowed is 300,000 square feet of Warehouse space. The maximum building size will be 90,000 square feet for the largest building and 50,000 square feet for the smaller buildings. The storage facility will have a smaller building that will be limited to 5,000 square feet or less. The site shall be developed in substantial accordance with the PUD Conceptual Plan prepared by Dave Schmitt Engineering.
2. All permitted uses and business operations shall be conducted inside the buildings. No outdoor work and assembly of products shall be allowed.
3. No automotive, truck, trailer, motorcycle or boat repairs, sales, or leasing shall be conducted on-site.
4. Perimeter landscape buffers shall be planted with 2 canopy trees and one understory trees per 100 lineal feet and must provide a continuous three-foot-high opaque screen of landscape materials at time of plantings. In addition, a twenty-five feet enhanced landscape buffer with 30 percent more landscape material shall be installed along the western and southern property line adjacent to the existing residential community or an opaque six-foot high wall or enhanced fence may be installed in lieu of the additional 30 percent plantings.
5. To allow for four (4) Multi-tenant ground monument signs at the designated access points along CR455/Hartle Road not to exceed 15 feet in height, 10 feet in width and 120 square feet of copy area. No additional ground signs will be permitted, including single tenant.

6. The site shall be developed according to the City of Clermont Land Development Codes, unless a waiver has been granted in the PUD, and all buildings must comply with the City of Clermont Architectural Design Standards.

The waivers identified as part of the PUD conceptual plan include:

1. To allow for an internal lot line without the requirement for landscape buffers or setbacks between the RV and boat storage area and warehouse space, as shown on the conceptual site plan.
2. To allow for an interior ground identification, not to exceed 32 square feet in of copy area, limited to 6 feet in height, 10 feet in width and 32 square feet of copy area for the RV and boat storage.

Staff has reviewed the applicant's proposal and finds the proposed zoning at this location is compatible with the uses in the area and is less intensive than what could be developed under the current Heavy Industrial uses in Lake County under Ordinance 96-89. The City is able to serve the project and the requested PUD with M-1 Industrial zoning is consistent with the City's Comprehensive Plan and Land Development Regulations. Therefore; staff recommends approval of Ordinance 2020-14.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|--|---|
| 1. | 2020-14 PUD Hartle Road Industrial Park PZ | 2020-14 PUD Hartle Road Industrial Park PZ.docx |
| 2. | Hartle Road Industrial Park Map | Hartle Road Industrial Park Map.pdf |
| 3. | Conceptual in color | Conceptual in color.pdf |
| 4. | PUD Conceptual Plan | PUD Conceptual Plan.pdf |
| 5. | PUD Application | PUD Application.pdf |
| 6. | REZ Ad Page 1 | REZ Ad Page 1.pdf |
| 7. | REZ Ad Page 2 | REZ Ad Page 2.pdf |



CITY OF CLERMONT
ORDINANCE NO. 2020-14

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

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

SECTION 1.

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

LEGAL DESCRIPTION

PARCEL 1:
SOUTH PARCEL

That part of Lake Highlands Company's Plat of Section 26, Township 22 South, Range 26 East, recorded in Plat Book 3, Page 52, of the Public Records of Lake County, Florida, described as follows:

North 461.29 feet of East 1/2 of Tract 55; West 1/2 of Tract 55, Tracts 56, 57 and West 1/2 of Tract 58 and lying Southeasterly of the following described property:

From the Northeast Corner of West 1/2 of Southwest 1/4 of Section 26 run S 0 deg. 20'25" W along East line of West 1/2 of Southwest 1/4 a distance of 1182.16 feet for Point of Beginning, continue S 0 deg. 20'25" W 124.68 feet; S 74 deg. 35'13" W 841.57 feet to the point of curvature of a circular curve concave Southeasterly and having a radius of 740 feet; thence Southwesterly along the arc of said curve through a central angle of 59 deg. 24'53" for 767.37 feet to a point on the West line of Southwest 1/4 of said Section 26, N 0 deg. 10'49" E along said Westerly line 396.15 feet; S 54 deg. 07'03" E 42.46 feet to a point of curvature of a circular curve concave Northerly and having a radius of 25 feet; thence Southeasterly along the arc of said curve through a central angle of 84 deg. 29'19" for 36.87 feet to the point of reverse curvature of a circular curve concave Southeasterly, having a radius of 860 feet and a chord bearing of N 57 deg. 59'26" E; thence Northeasterly along the arc of said curve through a central angle of 33 deg. 11'34" for 498.22 feet to the point of tangency; thence N 74 deg. 35'13" E 875.42 feet to the Point of Beginning.

LESS AND EXCEPT the following:

Commence at the Northeast corner of the West 1/2 of Southwest 1/4 of Section 26, Township 22 South, Range 26 East, Lake County, Florida; thence run S 0 deg. 20'25" W along East line of West 1/2 of Southwest 1/4 a distance of 1306.84 feet for the Point of Beginning (said point also being the being the point of intersection with the proposed Southerly right-of-way line of the proposed re-alignment for Hartle Road); thence continue S 00 deg. 20'25" W along said East line for 482.04 feet; thence N 89 deg. 36'16" W for 195 feet; thence N 00 deg. 20'25" E for 426.84 feet to said



CITY OF CLERMONT
ORDINANCE NO. 2020-14

proposed Southerly right-of-way line of Hartle Road; thence N 74 deg. 35'13" E along said proposed Southerly right-of-way line for 202.61 feet to the Point of Beginning.

AND

PARCEL 2:

A tract of land, being a portion of Lots 41, 42, 55 and 56, Lake Highlands Company, according to the Plat thereof, as recorded in Plat Book 3, Page 52, of the Public Records of Lake County, Florida, being described as follows:

Commence at the Southwest corner of the Southwest Quarter of Section 26, Township 22 South, Range 26 East for a Point of Reference; thence run North 00 deg. 10'47" East, along the West line of said Southwest Quarter, a distance of 988.12 feet to a point lying on the Northerly right-of-way line of Hartle Road, as described in that certain Special Warranty Deed, as recorded in Official Records Book 4621, Page 1850, of the Public Records of Lake County, Florida, and the Point of Beginning; thence continue North 00 deg. 10'47" East, along the West line of said Southwest Quarter, a distance of 694.28 feet to the Southwest corner of the lands described in that certain Special Warranty Deed, as recorded in Official Records Book 4724, Page 205, of said Public Records; thence departing said West line, run South 89 deg. 33'20" East, along the South line of said Special Warranty Deed and the Easterly extension thereof, a distance of 985.74 feet; thence run South 15 deg. 24'55" East, 297.37 feet to a point on aforesaid Northerly right-of-way line of Hartle Road; thence run along said Northerly right-of-way line, the following four courses: South 74 deg. 35'05" West, 604.35 feet to the point of curvature of a curve concave Southeasterly; thence run Southwesterly along said Northerly right-of-way line and said curve, having a radius of 860.00 feet, a central angle of 33 deg. 11'34", an arc length of 498.22 feet, a chord length of 491.28 feet and a chord bearing of South 57 deg. 59'18" West to the point of reverse curvature of a curve, concave Northerly; thence run Westerly along said Northerly right-of-way line and said curve, having a radius of 25.00 feet, a central angle of 84 deg. 29'19", an arc length of 36.87 feet, a chord length of 33.61 feet and a chord bearing of South 83 deg. 38'10" West to the point of tangency; thence run North 54 deg. 07'10" West, 42.39 feet to the Point of Beginning.

The above described tract of land lies in Lake County, Florida.

Site contains 36.43 +/- acres

LOCATION

Vacant parcels north and south of CR 455 extension
approximately 3/4 mile south of the SR 50 and CR 455 intersection
Alternate Keys 1648165 & 1795052

From: Lake County Industrial (City of Clermont Urban Estate)
To: Planned Unit Development (PUD) for an industrial park and outside storage



CITY OF CLERMONT
ORDINANCE NO. 2020-14

SECTION 2. General Conditions

This application for a Planned Unit Development to allow for multi-tenant industrial/warehouse park with associated offices and outdoor RV, boat and trailer storage; be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with Exhibit A – Rezoning Plan prepared by Dave Schmitt Engineering, Inc. dated December 2019. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a Zoning Clearance or other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. Fiber optic conduit and pull boxes may be required to be installed by the developer in the utility easements to extend the City’s fiber optic network. The City will reimburse the developer at 100 percent for all costs including design, permitting, materials, and construction of the fiber optic conduit and pull boxes. At the time of site plan review, the City’s Information Technology Director or authorized designee will make this determination.
5. Easements shall be provided on any existing and proposed utilities that the City will own and maintain at no expense to the City.
6. This Planned Unit Development shall become null and void if substantial construction work has not begun within five (5) years of the date that this Planned Unit Development is executed and signed by the permittee. “Substantial construction work” means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.



CITY OF CLERMONT
ORDINANCE NO. 2020-14

SECTION 3. Land Uses and Specific Conditions

1. The project may consist of up to 300,000 square feet of warehouse space along with other M-1 permitted uses, with the exception of no automotive, truck, trailer, motorcycle or boat repairs, sales, or leasing shall be conducted on-site.
2. In addition to all permitted M-1 uses, outside storage of RV, boats, trailers and commercial vehicles less than 35 feet are permitted in the area designated as storage on the conceptual site plan. Trailer and vehicle storage behind loading docks and fleet vehicle parking shall not be considered outside storage if they have a valid vehicle registration and tag. An office used exclusively for the storage area may consist of up to a 5,000 square foot building.
3. The warehouse project shall allow one building up to 90,000 square feet (building #4) with the other remaining buildings limited up to 50,000 square feet.
4. Building Setbacks

From CR 455	50 feet from the property line
From Property Line	25 feet from the property line
Southern most property line adjoining residential	100 feet from the property line
5. Landscape Buffers

Along CR 455	20 feet buffer
Perimeter buffers not adjacent to residential	10 feet buffer
Along residential properties (south & west)	25 feet enhanced buffer**

**Enhanced buffer shall consist of 30 percent more landscape material adjacent to the existing residential community or an opaque six-foot high wall or enhanced fence may be installed in lieu of the additional 30 percent plantings.
6. With the exception of those uses included within Section 2 above, all permitted uses and business operations shall be conducted inside the warehouse buildings unless adequately screened per the M-1 zoning requirements. Storage of products may be allowed if they are adequately screen, but no outdoor work and assembly of products shall be allowed.
7. The warehouse buildings facing CR 455 shall be designed with rear loading access to minimize public view.
8. All buildings shall be constructed to meet the City of Clermont's Architectural Standards.
9. Four (4) multi-tenant ground signs at the designated access points along CR 455 may be installed. The signs shall be limited to 15 feet in height, 10 feet in width, and up to 120 square feet of copy area. One (1) interior ground identification sign for exclusive use of



CITY OF CLERMONT
ORDINANCE NO. 2020-14

the outdoor storage facility may be installed not to exceed 6 feet in height, 10 feet in width, and 32 square feet of copy area. No other ground signs shall be permitted, including single tenant signs.

10. Access management to the site shall meet all City, County, and State requirements.
11. An internal lot line without the requirement for landscape buffers or setbacks between the RV and boat storage area and warehouse space may be permitted.
12. The project shall be developed according to the M-1 Industrial zoning designation in the Land Development Code, unless expressly stated above.

SECTION 4.

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

SECTION 5.

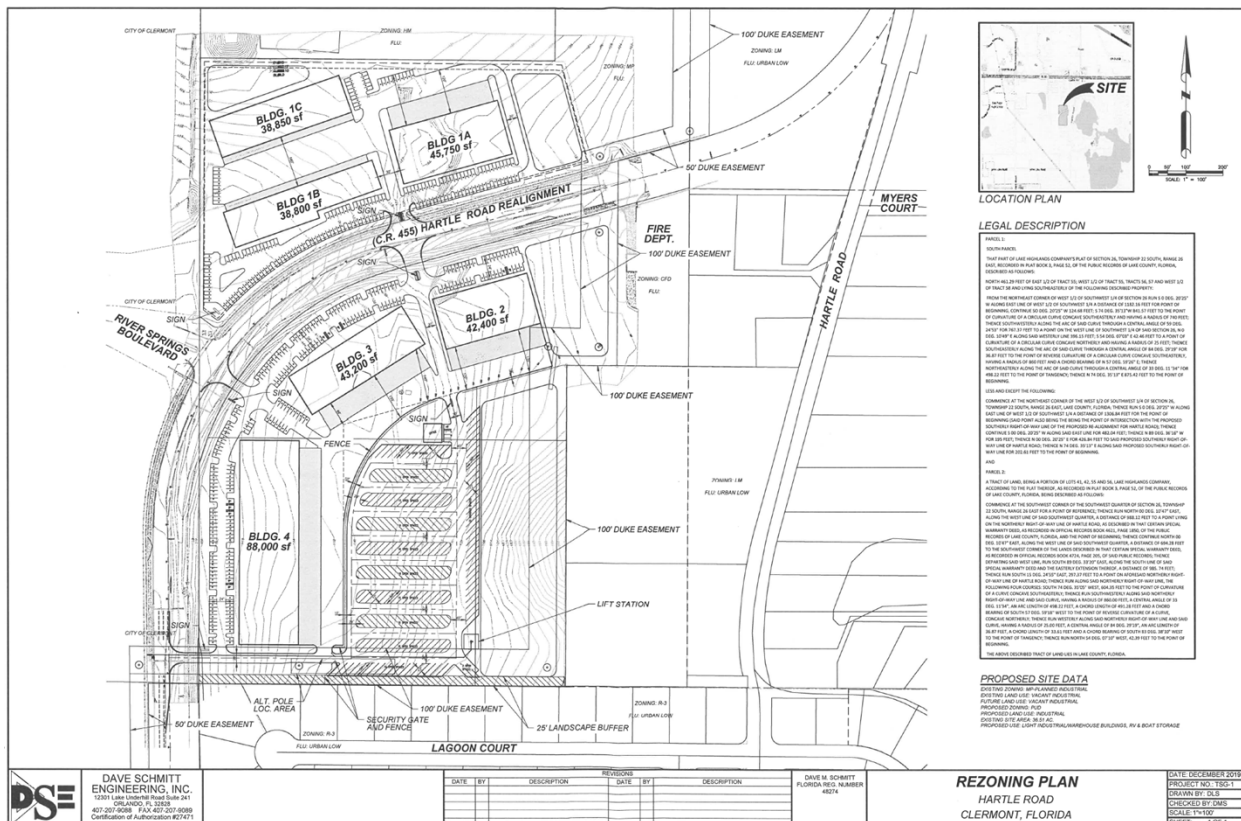
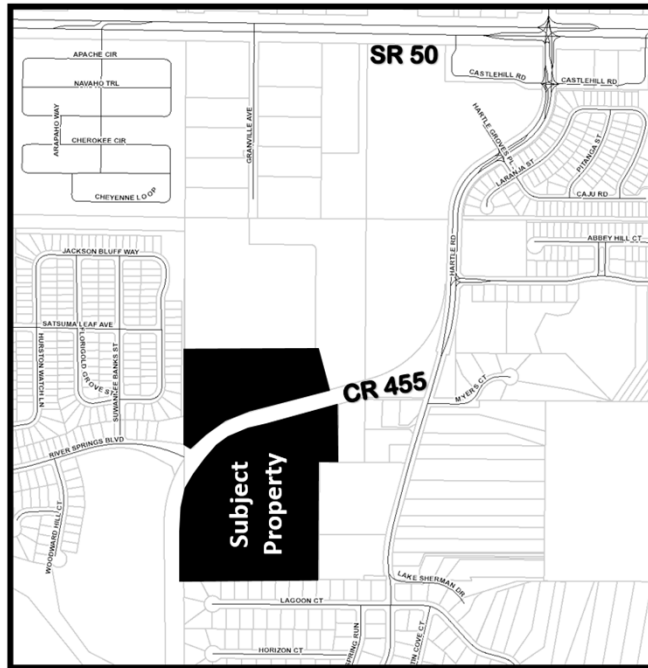
Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from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

SECTION 6.

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

CITY OF CLERMONT
ORDINANCE NO. 2020-14

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2020-14

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 23rd day of June, 2020.

CITY OF CLERMONT

Gail L. Ash, Mayor

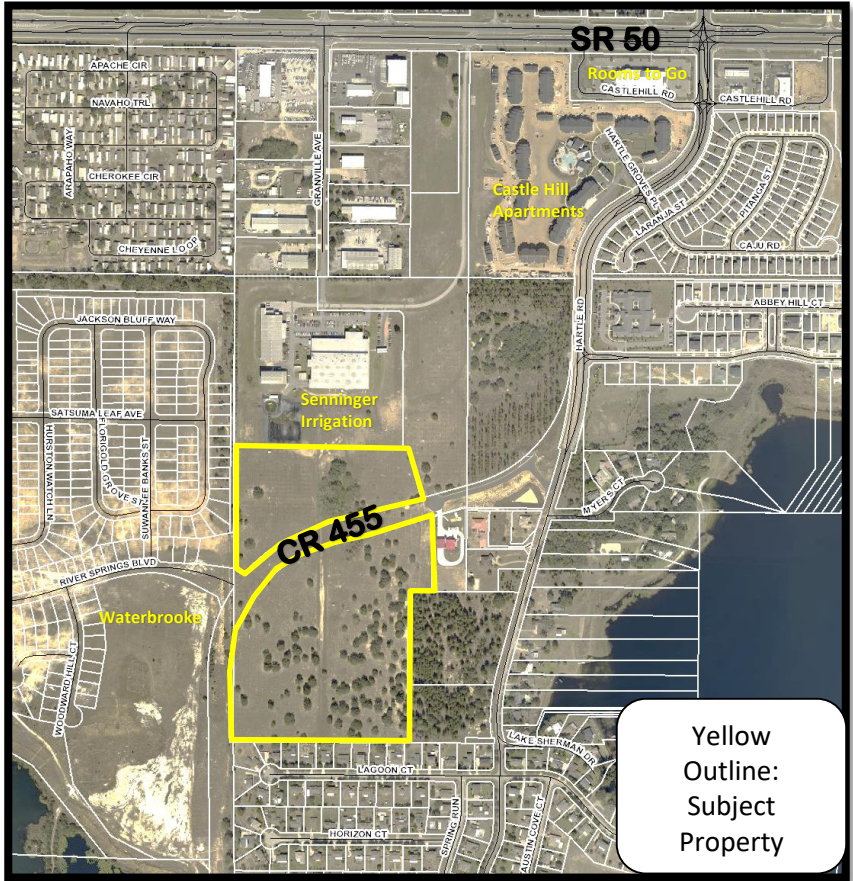
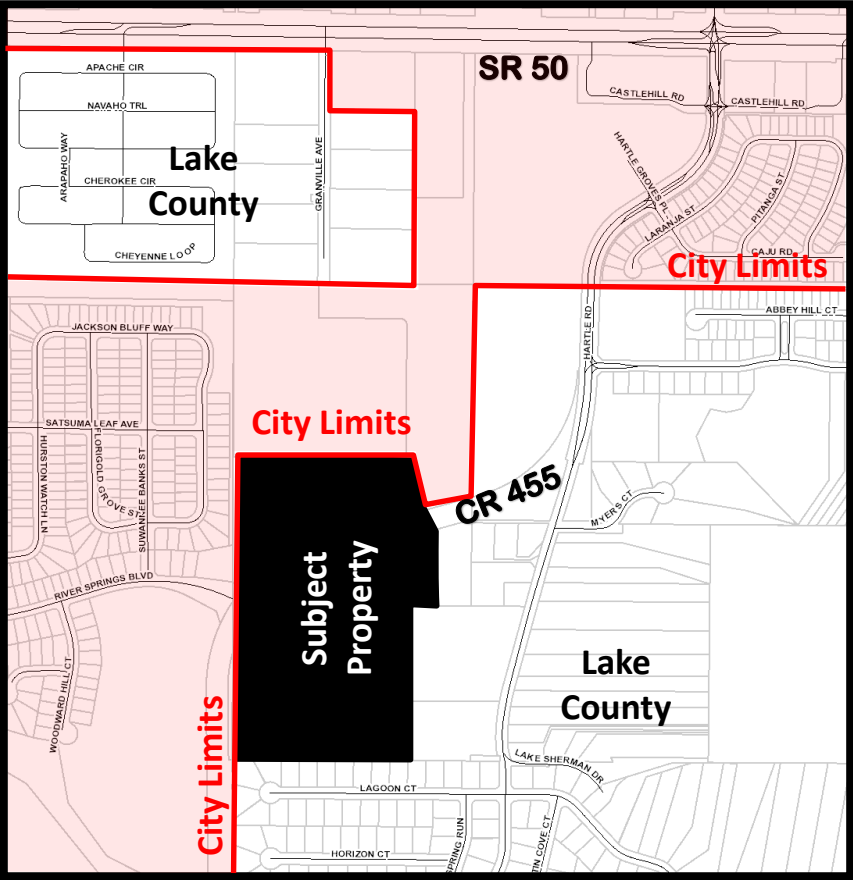
ATTEST:

Tracy Ackroyd Howe, MMC, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map – Hartle Road Industrial Park



Yellow
Outline:
Subject
Property

Exhibit – Future Land Use Map – Hartle Road Industrial Park

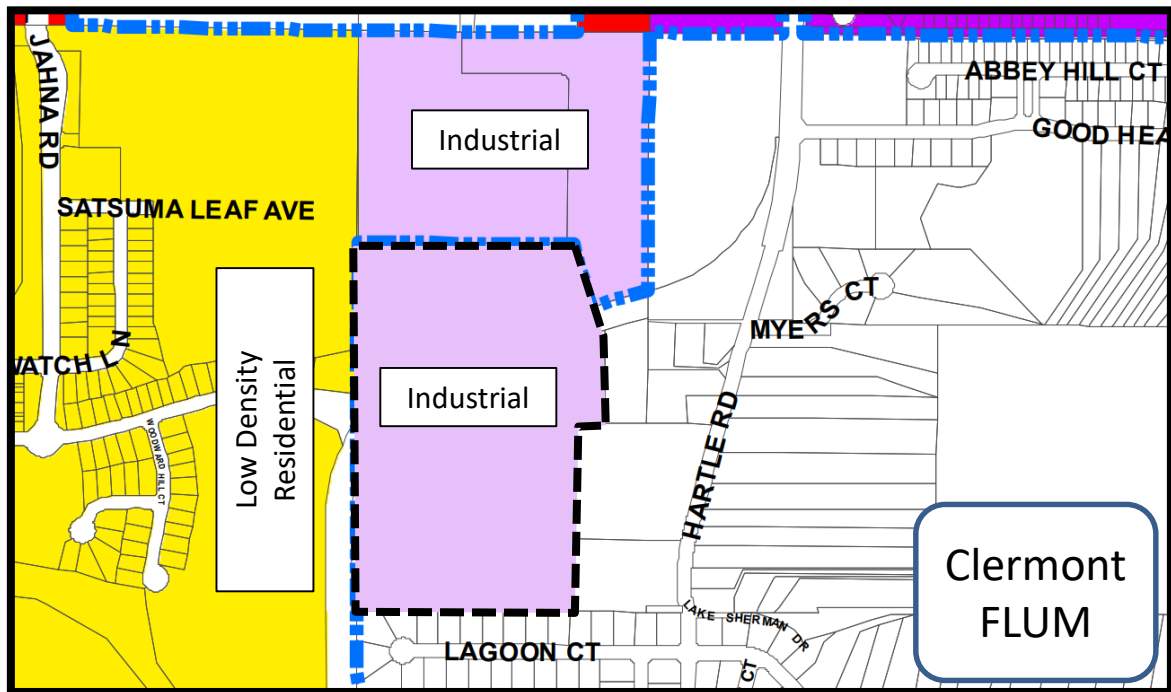
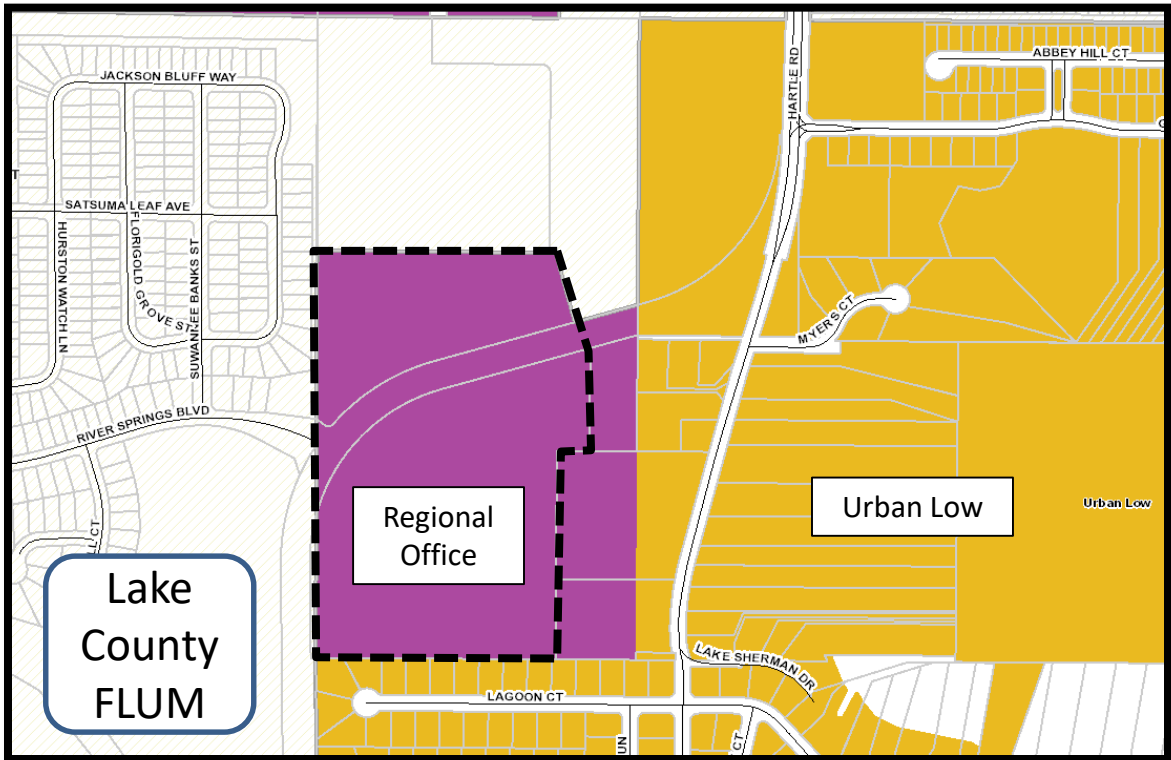
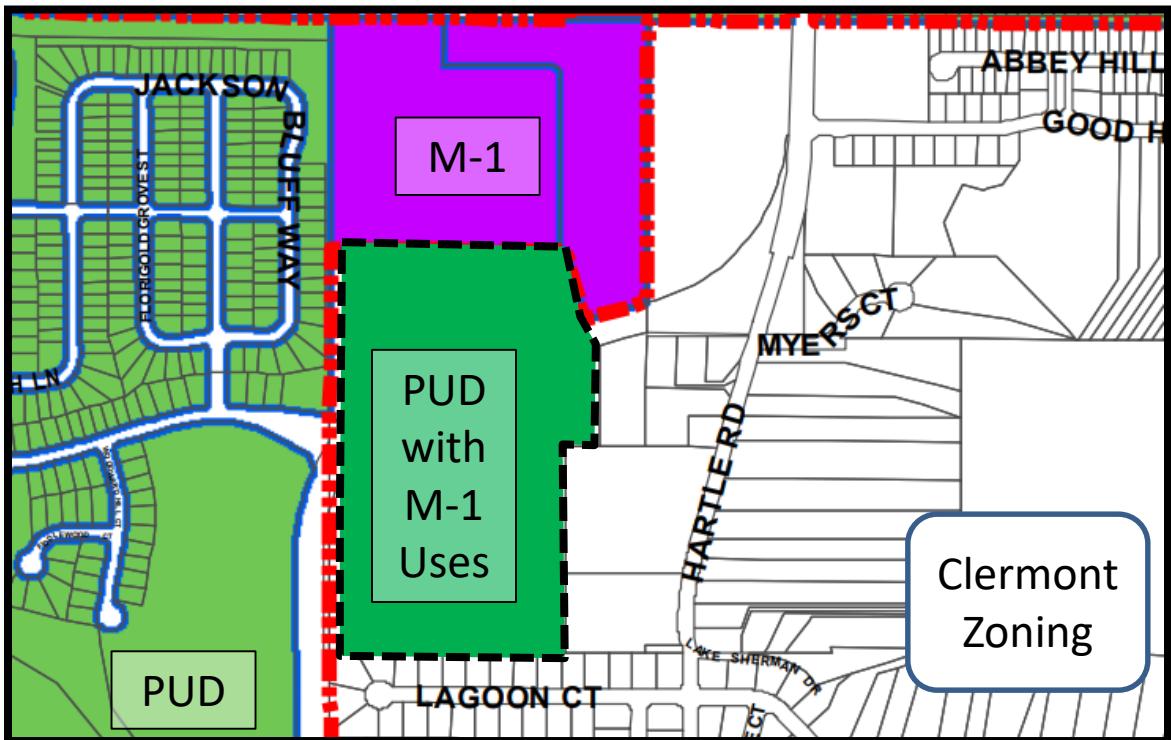
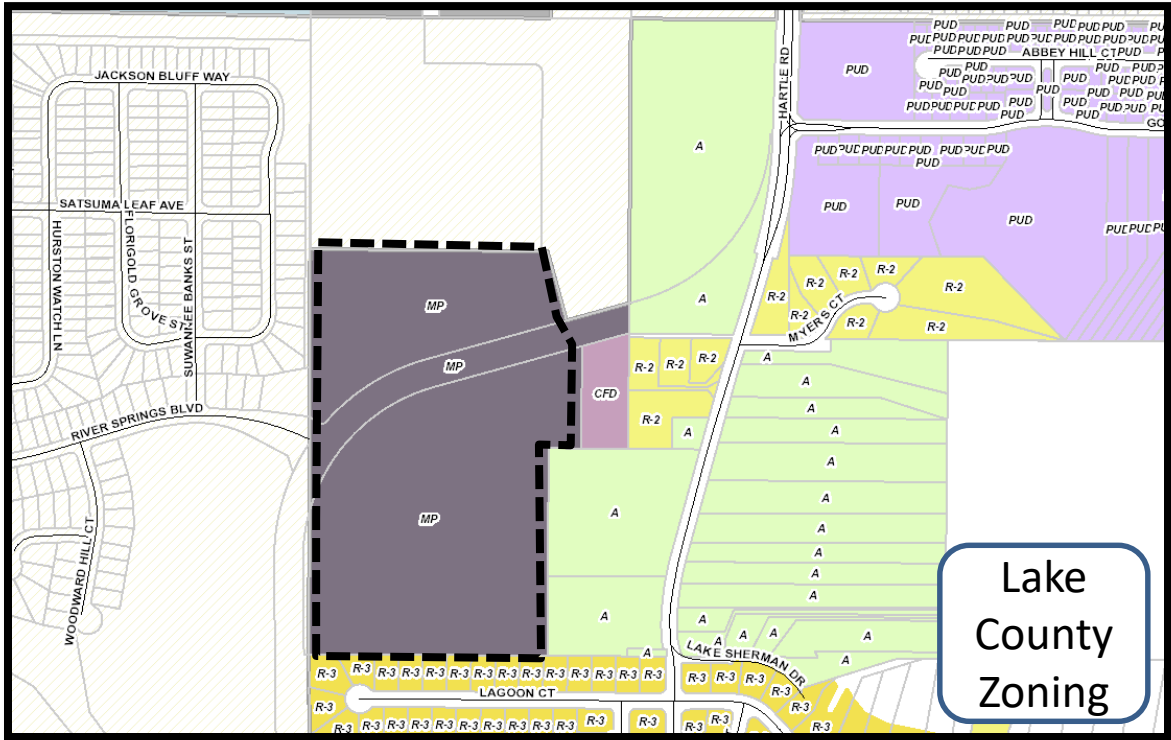
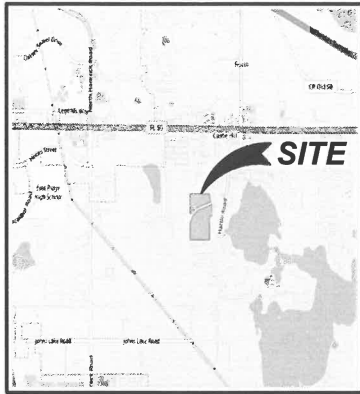
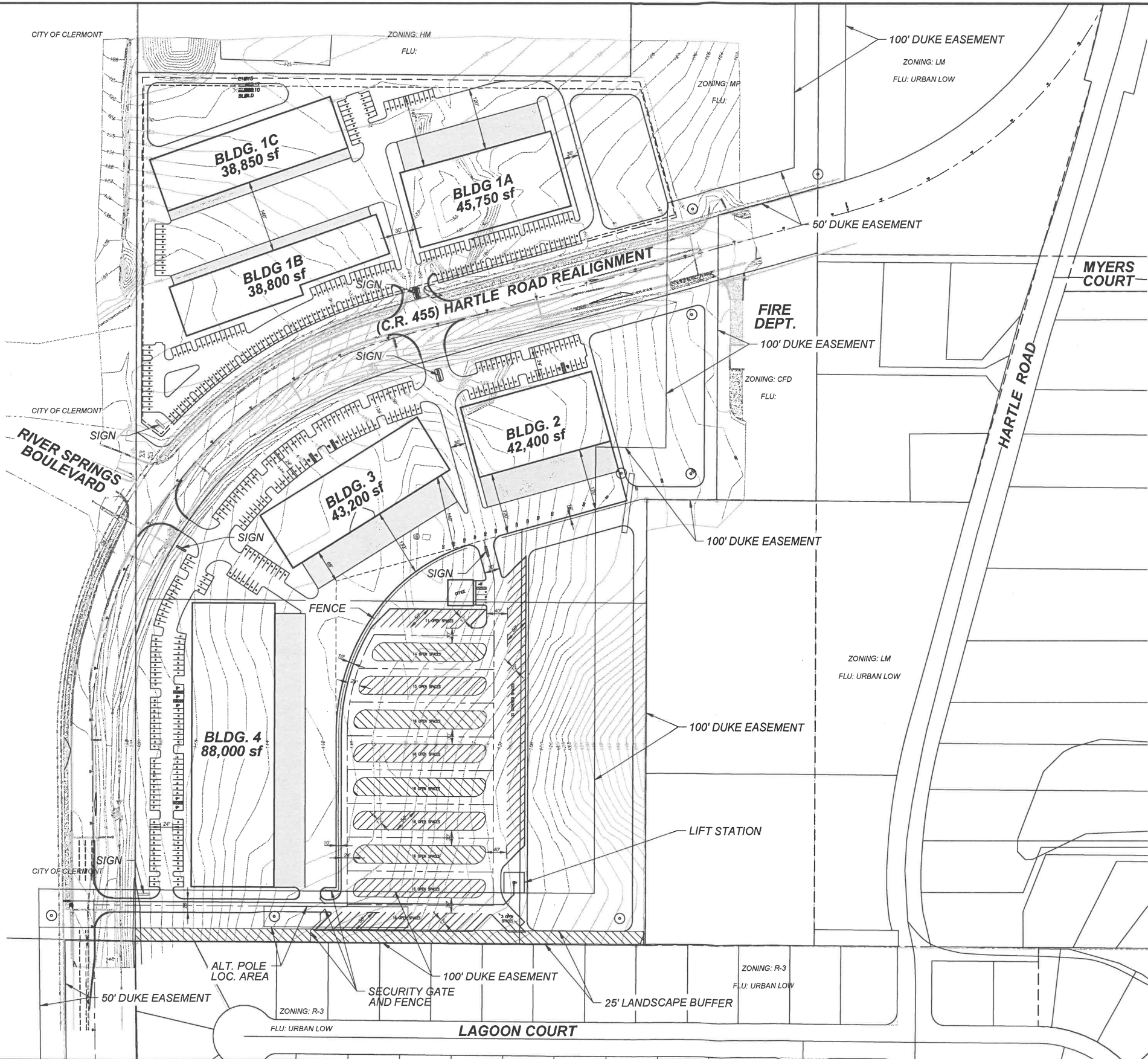


Exhibit – Zoning Map – Hartle Road Industrial Park





F:\TSG-1\CAD\Rezoning Plans\TSG-1_1_REZONE PLAN.dwg,2/27/2020 2:48:12 PM



LOCATION PLAN

LEGAL DESCRIPTION

PARCEL 1:
SOUTH PARCEL
THAT PART OF LAKE HIGHLANDS COMPANY'S PLAT OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 3, PAGE 52, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
NORTH 461.29 FEET OF EAST 1/2 OF TRACT 55; WEST 1/2 OF TRACT 55, TRACTS 56, 57 AND WEST 1/2 OF TRACT 58 AND LYING SOUTHEASTERLY OF THE FOLLOWING DESCRIBED PROPERTY:
FROM THE NORTHEAST CORNER OF WEST 1/2 OF SOUTHWEST 1/4 OF SECTION 26 RUN S 0 DEG. 20'25" W ALONG EAST LINE OF WEST 1/2 OF SOUTHWEST 1/4 A DISTANCE OF 1182.16 FEET FOR POINT OF BEGINNING, CONTINUE SO DEG. 20'25" W 124.68 FEET; S 74 DEG. 35'13" W 841.57 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 740 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50 DEG. 24'53" FOR 767.37 FEET TO A POINT ON THE WEST LINE OF SOUTHWEST 1/4 OF SAID SECTION 26, N 0 DEG. 10'49" E ALONG SAID WESTERLY LINE 396.15 FEET; S 54 DEG. 07'03" E 42.46 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 25 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 84 DEG. 29'19" FOR 36.87 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 860 FEET AND A CHORD BEARING OF N 57 DEG. 59'26" E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33 DEG. 11'34" FOR 488.22 FEET TO THE POINT OF TANGENCY; THENCE N 74 DEG. 35'13" E 875.42 FEET TO THE POINT OF BEGINNING.
LESS AND EXCEPT THE FOLLOWING:
COMMENCE AT THE NORTHEAST CORNER OF THE WEST 1/2 OF SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE RUN S 0 DEG. 20'25" W ALONG EAST LINE OF WEST 1/2 OF SOUTHWEST 1/4 A DISTANCE OF 1306.84 FEET FOR THE POINT OF BEGINNING (SAID POINT ALSO BEING THE BEING THE POINT OF INTERSECTION WITH THE PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF THE PROPOSED RE-ALIGNMENT FOR HARTLE ROAD); THENCE CONTINUE S 00 DEG. 20'25" W ALONG SAID EAST LINE FOR 482.04 FEET; THENCE N 89 DEG. 36'15" W FOR 195 FEET; THENCE N 00 DEG. 20'25" E FOR 426.84 FEET TO SAID PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF HARTLE ROAD; THENCE N 74 DEG. 35'13" E ALONG SAID PROPOSED SOUTHERLY RIGHT-OF-WAY LINE FOR 202.61 FEET TO THE POINT OF BEGINNING.
AND
PARCEL 2:
A TRACT OF LAND, BEING A PORTION OF LOTS 41, 42, 55 AND 56, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 52, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST FOR A POINT OF REFERENCE; THENCE RUN NORTH 00 DEG. 10'47" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 988.12 FEET TO A POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF HARTLE ROAD, AS DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 4621, PAGE 1850, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEG. 10'47" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 684.28 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 4724, PAGE 205, OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89 DEG. 33'20" EAST, ALONG THE SOUTH LINE OF SAID SPECIAL WARRANTY DEED AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 985.74 FEET; THENCE RUN SOUTH 15 DEG. 24'55" EAST, 297.37 FEET TO A POINT ON AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF HARTLE ROAD; THENCE RUN ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING FOUR COURSES: SOUTH 74 DEG. 35'05" WEST, 604.35 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND SAID CURVE, HAVING A RADIUS OF 860.00 FEET, A CENTRAL ANGLE OF 33 DEG. 11'34", AN ARC LENGTH OF 498.22 FEET, A CHORD LENGTH OF 491.28 FEET AND A CHORD BEARING OF SOUTH 57 DEG. 59'18" WEST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHERLY; THENCE RUN WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 84 DEG. 29'19", AN ARC LENGTH OF 36.87 FEET, A CHORD LENGTH OF 33.61 FEET AND A CHORD BEARING OF SOUTH 83 DEG. 38'10" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 54 DEG. 07'10" WEST, 42.39 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED TRACT OF LAND LIES IN LAKE COUNTY, FLORIDA.

PROPOSED SITE DATA

EXISTING ZONING: MP-PLANNED INDUSTRIAL
EXISTING LAND USE: VACANT INDUSTRIAL
FUTURE LAND USE: VACANT INDUSTRIAL
PROPOSED ZONING: PUD
PROPOSED LAND USE: INDUSTRIAL
EXISTING SITE AREA: 36.51 AC.
PROPOSED USE: LIGHT INDUSTRIAL/WAREHOUSE BUILDINGS, RV & BOAT STORAGE

DAVE SCHMITT ENGINEERING, INC.
12301 Lake Underhill Road Suite 241
ORLANDO, FL 32828
407-207-9088 FAX 407-207-9089
Certification of Authorization #27471

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

REZONING PLAN
HARTLE ROAD
CLERMONT, FLORIDA

DATE: DECEMBER 2019
PROJECT NO.: TSG-1
DRAWN BY: DLS
CHECKED BY: DMS
SCALE: 1"=100'
SHEET: 1 OF 1



CITY OF CLERMONT
REZONING
APPLICATION

DATE: February 27, 2020

FEE: \$542.⁰⁰
+ cost of advertisement

PROJECT NAME (if applicable): TSG-1 Hartle Road Site

APPLICANT: TSG Development, Inc.

CONTACT PERSON: Matt Sullivan

Address: 250 S. Orange Ave., Suite 700P

City: Orlando State: FL Zip: 32801

Phone: 407-930-1802 Fax: _____

E-Mail: Matt.Sullivan@jll.com

OWNER: HRP Holdings, Inc.

Address: 16220 State Road 50

City: Clermont State: FL Zip: 34711

Phone: 407-877-5655 Fax: _____

Address of Subject Property: Hartle Road North & South Parcels

Legal Description (include copy of survey): See Attached

Acreage: 36.51 Land Use: Vacant Industrial (4000)
(City verification required)

Present Zoning: MP Proposed Zoning: PUD with M1 use
(City verification required)



CITY OF CLERMONT
REZONING
APPLICATION
Page 2

Answers to the following questions are required to complete this application.

What are you proposing to do that would require a rezoning?

Light industrial/warehouse buildings, RV & Boat Storage

Matt Sullivan, TSG Development, Inc.

Applicant Name (print)

X 
Applicant Name (*signature*)

James Burke, President - HRP Holdings, Inc.

Owner Name (print)

X

Owner Name (*signature*)

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

Advertising Receipt

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

CITY OF CLERMONT
Paola Vasquez
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10095501
Phone: (352) 241-7331
Date: 04/17/20
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cle	03/23/2020	04/13/2020	\$637.80

LEGAL NOTICE

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

ORDINANCE NO. 2020-14

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

LOCATION

Vacant parcels north and south of CR 455 extension approximately 3/4 mile south of the SR 50 and CR 455 intersection
Alternate Keys 1648465 & 1795052

LEGAL DESCRIPTION

PARCEL 1:

SOUTH PARCEL
That part of Lake Highlands Company's Plat of Section 26, Township 22 South, Range 26 East, recorded in Plat Book 3, Page 52, of the Public Records of Lake County, Florida, described as follows:

North 461.29 feet of East 1/2 of Tract 55; West 1/2 of Tract 55, Tracts 56, 57 and West 1/2 of Tract 58 and lying Southeasterly of the following described property:
From the Northeast Corner of West 1/2 of Southwest 1/4 of Section 26 run S 0 deg. 20'25" W along East line of West 1/2 of Southwest 1/4 a distance of 1182.16 feet for Point of Beginning, continue S 0 deg. 20'25" W

124.68 feet; S 74 deg. 35'13"W 841.57 feet to the point of curvature of a circular curve concave South-easterly and having a radius of 740 feet; thence Southwesterly along the arc of said curve through a central angle of 59 deg. 24'53" for 767.37 feet to a point on the West line of Southwest 1/4 of said Section 26, N 0 deg. 10'49" E along said Westerly line 396.15 feet; S 54 deg. 07'03" E 42.46 feet to a point of curvature of a circular curve concave Northerly and having a radius of 25 feet; thence Southeasterly along the arc of said curve through a central angle of 84 deg. 29'19" for 36.87 feet to the point of reverse curvature of a circular curve concave Southeasterly, having a radius of 860 feet and a chord bearing of N 57 deg. 59'26" E; thence Northeasterly along the arc of said curve through a central angle of 33 deg. 11'34" for 498.22 feet to the point of tangency; thence N 74 deg. 35'13" E 875.42 feet to the Point of Beginning.

LESS AND EXCEPT the following:

Commence at the Northeast corner of the West 1/2 of Southwest 1/4 of Section 26, Township 22 South, Range 26 East, Lake County, Florida; thence run S 0 deg. 20'25" W along East line of West 1/2 of Southwest 1/4 a distance of 1306.84 feet for the Point of Beginning (said point also being the being the point of intersection with the proposed Southerly right-of-way line of the proposed re-alignment for Hartle Road); thence continue S 00 deg. 20'25" W along said East line for 482.04 feet; thence N 89 deg. 36'16" W for 195 feet; thence N 00 deg. 20'25" E for 426.84 feet to said proposed Southerly right-of-way line of Hartle Road; thence N 74 deg. 35'13" E along said proposed Southerly right-of-way line for 202.61 feet to the Point of Beginning.

AND

PARCEL 2:

A tract of land, being a portion of Lots 41, 42, 55 and 56, Lake Highlands Company, according to the Plat thereof, as recorded in Plat Book 3, Page 52, of the Public Records of Lake County, Florida, being described as follows:

Commence at the Southwest corner of the Southwest Quarter of Section 26, Township 22 South, Range 26 East for a Point of Reference; thence run North 00 deg. 10'47" East, along the West line of said Southwest Quarter, a distance of 988.12 feet to a point lying on the Northerly right-of-way line of Hartle Road, as described in that certain Special Warranty Deed, as recorded in Official Records Book 4621, Page 1850, of the Public Records of Lake County, Florida, and the Point of Beginning; thence continue North 00 deg. 10'47" East, along the West line of said Southwest Quarter, a distance of 694.28 feet to the Southwest corner of the lands described in that certain Special Warranty Deed, as recorded in Official Records Book 4724, Page 205, of said Public Records; thence departing said West line, run South 89 deg. 33'20" East, along the South line of said Special Warranty Deed and the Easterly extension thereof, a distance of 985.74 feet; thence run South 15 deg. 24'55" East, 297.37 feet to a point on aforesaid Northerly right-of-way line of Hartle Road; thence run along said Northerly right-of-way line, the following four courses: South 74 deg. 35'05" West, 604.35 feet to the point of curvature of a curve concave Southeasterly; thence run Southwesterly along said Northerly right-of-way line and said curve, having a radius of 860.00 feet, a central angle of 33 deg. 11'34", an

arc length of 498.22 feet, a chord length of 491.28 feet and a chord bearing of South 57 deg. 59'18" West to the point of reverse curvature of a curve, concave Northerly; thence run Westerly along said Northerly right-of-way line and said curve, having a radius of 25.00 feet, a central angle of 84 deg. 29'19", an arc length of 36.87 feet, a chord length of 33.61 feet and a chord bearing of South 83 deg. 38'10" West to the point of tangency; thence run North 54 deg. 07'10" West, 42.39 feet to the Point of Beginning.
The above described tract of land lies in Lake County, Florida.

Site contains 36.43 +/- acres

From: Lake County Industrial (City of Clermont Urban Estate)
To: Planned Unit Development (PUD) for an industrial park

This request will be considered by the Planning & Zoning Commission on Tuesday, April 7, 2020 at 6:30 p.m. and

A public meeting to consider the request will be held before the City Council on Tuesday, April 28, 2020 for final enactment.

The meetings will be held at City Hall, Council Chambers, located at 685 W. Montrose Street.

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

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

Payment Info	
Ad Price	\$637.80
Tax	\$0.00
Sub Total	\$637.80
Prepaid Amount	\$0.00
Balance Due	\$637.80

Advertising Receipt

The Daily Commercial
PO Box 490007
Leesburg, FL 34749-0007
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CITY OF CLERMONT
Paola Vasquez
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10095501
Phone: (352) 241-7331
Date: 04/17/20
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cle	03/23/2020	04/13/2020	\$637.80

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10095501
March 23, 2020 &
April 13, 2020

Payment Info	
Ad Price	\$637.80
Tax	\$0.00
Sub Total	\$637.80
Prepaid Amount	\$0.00
Balance Due	\$637.80



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, June 9, 2020	
Agenda Item Name	
Ordinance No. 2020-19 <i>Introduction</i> <i>Affordable Housing Density Bonus Criteria Amendment</i>	
Requested Action	
Recommend introduction of Ordinance 2020-19.	
Staff Report	
As a result of the multi-family workshop with City Council in January and follow-up presentation on April 7, 2020, City staff has been directed to draft proposed changes to the existing Affordable Housing Density Bonus section of the Land Development Code. The proposed changes are intended to provide an increase in the supply of workforce housing in new development. The proposed changes to the City Code include: 1.Change the nomenclature in the code to “Workforce Housing” from “Affordable Housing;” 2.Incorporating household size into the annual income and rental rate criteria for qualifying as workforce housing; 3.Requiring 30% of the project’s total unit count be qualified workforce housing units; Change from ‘Affordable Housing’ to ‘Workforce Housing’ During the January 21, 2020 City Council workshop, a panel of subject matter experts recommended that the City focus on increasing the supply of housing units for households whose income falls between 80 and 120 percent of the Area Median Income (AMI). This segment of the population is the largest group within the population needing housing assistance. The panel noted that several federal and state programs exist for those households that fall below 80 percent of AMI. Their conclusion was that the City could have the greatest positive impact on the cost of housing by focusing efforts on the largest group in need. Household Size and Annual Median Income The current ordinance contains certain generalized density bonus and AMI criteria for the determination of project eligibility. The experience with the current ordinance shows that the resulting inclusion of workforce housing units has fallen well short of meaningful impact to the housing market. The proposed changes are designed to increase the provision of workforce housing units through a larger required minimum number of units (30% overall) and qualification criteria based upon family size, income level, and number of bedrooms. Staff has worked with several stakeholders throughout this process and has incorporated their feedback into the proposed changes. One of the most significant of the proposed change is the range of income to qualify for workforce housing and the maximum rent. Below is the recommended table of incomes based upon household size. The criteria in this table would be used to determine income eligibility for qualified workforce housing units in a project seeking a density bonus.	

Household Size	80% AMI	120%AMI
One –Person	38,850	58,275
Two -Person	44,400	66,600
Three –Person	49,950	74,925
Four –Person	55,500	83,250
Five -Person	59,950	89,925
Six –Person	64,400	96,600
Seven -Person	68,850	103,275
Eight -Person	73,300	109,950

The rental rates would be corresponding to the Area Median Income and family size. Based upon the 2019 Area Median Income for the Clermont area by household size, below are the maximum rents that would be considered for workforce housing. This data would be updated annually based upon updated and published AMI determinations by the U.S. Department of Housing and Urban Development (HUD).

<u>Number of Bedrooms</u>	<u>Workforce Rent at 80% of AMI (Moderate)</u>
1-Bedroom	\$971
2-Bedrooms	\$1249
3-Bedrooms	\$1499
4-Bedrooms	\$1610

Minimum 30% of Total Project Units

All new development that seek additional density through the workforce housing bonus program would be required to set aside 30% of the overall units for workforce housing. Previously, this was a percentage of the bonus units, which ranged from 10% up to 25% of just the bonus units. The proposed change would require 30% of the overall units. This would increase the supply of units dedicated for workforce housing. The units would have to be of same quality and design with the same amenities as all other residents. Below is an example of hypothetical project of 15 acres and the number of workforce housing units that would be produced if this proposed code amendment were adopted:

<u>Acres</u>	15	
<u>Base Density(@12)</u>	180	
<u>Bonus Density 8 units/acre</u>	120	
<u>Total Units</u>	300	
	<u>Workforce</u>	<u>Market rate</u>
	90	210

Some Current Requirements Remain

Any workforce housing proposal would continue to require a conditional use permit or rezoning to a Planned Unit Development to achieve any density bonus. All density bonus proposals would still require City Council approval through a public hearing. The two areas in the City where the density bonus provisions apply have not changed – the Hook Street Corridor and Wellness Way.

The proposed changes to the City Code are designed to encourage an increase in workforce housing supply via density bonuses in certain areas of the City. A process of evaluating different options was undertaken with input from a stakeholder group prior to the staff drafting these recommended changes. Staff has drafted amendments to Section 122-358, Affordable Housing Bonus Density, of the Land Development Code that are attached for consideration. Staff is recommending approval of Ordinance 2020-19 to incorporate these recommended changes.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|--|---|
| 1. | Ordinance No 2020-19 - Workforce Housing FORMATTED | Ordinance No 2020-19 - Workforce Housing FORMATTED.docx |
| 2. | ORDINANCE NO 2020-19 Legal Ad Proof | ORDINANCE NO 2020-19 Legal Ad Proof.pdf |



CITY OF CLERMONT
ORDINANCE NO. 2020-19

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; AMENDING SECTION 122-358 AFFORDABLE HOUSING DENSITY BONUS; PROVIDING FOR CODIFICATION; SEVERABILITY; EFFECTIVE DATE; AND PUBLICATION.

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, the City of Clermont Planning and Zoning Commission, acting as the Local Planning Agency of the City, has held a public hearing on September 3, 2019 and following such hearing found this Ordinance to be in the best interest of the City of Clermont, and recommended that the City Council adopt this Ordinance; and

WHEREAS, the City Council of the City of Clermont desires to add Section 122-358, Workforce Housing Density Bonus, of the City of Clermont's Code of Ordinances;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Clermont that the Clermont Code of Ordinances, Chapter 122 Affordable Housing Density Bonus is amended as set forth in the following amendments, as shown in strikethrough and underline format in Section 2.

SECTION 1.

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

SECTION 2.

The Land Development Code of the City of Clermont Code of Ordinances is hereby amended to read as follows:

Section 122-358 ~~Affordable~~ Workforce Housing Density Bonus

(a) It is the intent of the City to provide an opportunity for greater availability of ~~affordable~~ workforce housing inventory through a density bonus and ~~to set-aside of floating units as defined in sub-section (e) below. The purpose is to encourage workforce housing opportunities where they may not otherwise be accessible by the private marketplace.~~

(b) Sites for ~~affordable~~ workforce housing shall be located in close proximity to a collector roadway or higher and provide access to the following facilities, services and/or activity centers through an interconnected system of sidewalks, bicycle paths/lanes ~~and~~, transit stops and ~~other~~ amenities: Employment centers; Shopping centers that include stores offering household goods and services needed on a frequent and recurring basis; and ~~Public~~ public parks, recreation areas, and/or open space.



CITY OF CLERMONT
ORDINANCE NO. 2020-19

(c) A density bonus may be granted only when the applicant presents clear and convincing evidence that the proposed design, density, intensity and mix of uses will result in superior development that is compatible with the surrounding neighborhoods and achieves the criteria for approval provided in this section. The maximum allowable density bonus may not be permitted for some projects.

(d) Any density bonus shall require City Council approval.

(e) Criteria for affordable workforce housing density bonus in consideration of projects.

Criteria	City of Clermont
Threshold for project size	A residential project in the Wellness Way Area annexed into the City (excluding properties fronting Hartwood Marsh Road) or Hooks Street Corridor seeking a residential bonus of greater than 12 dwelling units per acre.
Density Bonus <u>Criteria</u>	Current city code <u>The current City Code</u> allows for up to 12 dwelling units per acre the density bonus for <u>affordable workforce</u> housing would be any density greater than 12 dwelling units per acre <u>outside the Central Business District</u>: <u>(1) Hooks Street Corridor:</u> Up to <u>Projects may qualify for a maximum density with bonus units up to 20 dwelling units per acre provided the project meet the criteria for approval. The developer shall must set aside one (1) of the following:</u> 1) Five (5 %) of the bonus units for extremely low income households. 2) 10 (10 thirty percent (30%) of the bonus units for low income. 3) 15 (15%) of the bonus overall units for moderate income households workforce housing. The units must include a mixture of different unit sizes and types. 4) Another set-aside mixed deemed acceptable by the City Council <u>(2) Wellness Way Area:</u> <u>(excluding properties on Hartwood Marsh Road)</u> Up to <u>Projects may qualify for a maximum with bonus of 25 dwelling units per acre provided the developers shall set aside one (1) of the following:</u> 1) Option to set aside, Five (5 %) of the



CITY OF CLERMONT
ORDINANCE NO. 2020-19

	bonus units for extremely low income households. 2) Option to set aside, 10 (10%) of the bonus units project meet the criteria for low income. 3) Option to approval. The developer must set aside, 15 (15thirty percent (30%) of the bonus overall units for moderate income households workforce housing. The units must include a mixture of different unit sizes and types. 4) Option to set aside, another set aside mixed deemed acceptable by the City Council
<u>Definition Definitions of Affordable Workforce Units and Floating Units:</u>	Affordable is “Workforce Housing” as defined that by the City of Clermont, is monthly housing costs must that shall not exceed 30% of the total household income. Unit affordability must be certified by the Economic Development, as defined by HUD. “Floating Units” are defined as those units that are rented to tenants that meet the AMI requirements and Development Services Department can be located anywhere within the project. Qualifying units may not be permanently designated for AMI qualifying tenants.
<u>**Target Household Income Levels:</u>	Moderate income (up The workforce housing units shall be designated for the eighty (80) to 100% one-hundred and twenty (120) percent of area median income the Area Median Income) (AMI), based upon household size. Low income up to 80% Area Median Income Extremely Low income up to 50% Area Median Income Area Median Income: \$56,037 source 2016 U.S. Census Data **To be determined on a yearly basis by the Area Median Income (AMI) for the City of Clermont as defined each year by the U.S. Department of Housing and Urban Development (HUD). Household income limits are calculated in relation to the Area Median Income (AMI) with adjustments for family size and housing cost-to-income relationship as shown in sub-section (f) below for the Orlando-Kissimmee-Sanford,



CITY OF CLERMONT
ORDINANCE NO. 2020-19

	FL MSA.
Length of Affordability:	<u>Perpetuity</u> <u>Perpetuity. The number of units required for the initial qualification for the density bonus must be maintained in perpetuity for the life of the project.</u>
Quality of Units:	Floating units, designated units are prohibited, units must be of the same quality and design and should not appear different. Residents must have the access to the same amenities as market-rate all other residents- <u>of the project.</u>
Management of Units:	A management agreement is required between the applicant and the City, a community land trust or mutually agreeable instrument to the applicant and City. <u>This agreement must address marketing, applicant screening, the process for establishing rental rates, monitoring, Fair Housing compliance, determination of income qualifications, and other elements as determined by the City Manager or his/her designee. This agreement must be recorded and obligate all successors and assigns.</u>
<u>Quality of Construction Materials for the Density Bonus Household Income and levels of Affordability</u>	Affordable housing units must provide for high quality and durable construction materials. Incorporation of energy efficient and sustainable components to include appliances, building materials and outdoor landscape components. Elevators are required. Block construction of the first floor is required. <u>The U.S. Department of Housing and Urban Development (HUD) defines and calculates different levels of AMI for geographic areas by household sizes. Below is an illustration of how the Housing and Urban Development has designed the levels of affordability for the Target Household and Income Levels above.</u>



CITY OF CLERMONT
ORDINANCE NO. 2020-19

(f) Translating incomes into workforce housing cost based upon 2019 AMI, which is updated annually.

<u>Household Size</u> <u>Maximum</u> <u>Income</u>	<u>Moderate Income</u> <u>(80% of AMI)</u>	<u>Max Income</u> <u>(120% of</u> <u>AMI)</u>
<u>One –Person</u>	<u>38,850</u>	<u>58,275</u>
<u>Two -Person</u>	<u>44,400</u>	<u>66,600</u>
<u>Three –Person</u>	<u>49,950</u>	<u>74,925</u>
<u>Four –Person</u>	<u>55,500</u>	<u>83,250</u>
<u>Five -Person</u>	<u>59,950</u>	<u>89,925</u>
<u>Six –Person</u>	<u>64,400</u>	<u>96,600</u>
<u>Seven -Person</u>	<u>68,850</u>	<u>103,275</u>
<u>Eight -Person</u>	<u>73,300</u>	<u>109,950</u>

(g) Workforce rents for housing units vary by the number of bedrooms in the housing unit. This is because the income limits vary by the household size, and the number of bedrooms affects how many people a unit can comfortably house.

(h) The table below is the actual rates based upon the 2019 AMI for maximum rents considered workforce, based on the maximum income allowed for the household size, income limits and housing unit size or bedrooms allowed to provide comfortable and safe housing. Each household will require income and workforce rent certification based on their actual income and household size. Annual verification of leased units as part of the density bonus is required from the date originally certified and must be certified by the City Manager or his/her designee. These rates will change annually based upon the HUD income limits.

<u>Number of</u> <u>Bedrooms</u>	<u>Workforce Rent at</u> <u>80% of AMI</u> <u>(Moderate)</u>
<u>1-Bedroom</u>	<u>\$971</u>
<u>2-Bedrooms</u>	<u>\$1249</u>
<u>3-Bedrooms</u>	<u>\$1499</u>
<u>4-Bedrooms</u>	<u>\$1610</u>

(i) An administrative review is required to ensure that the proposed project and its intended occupants meet the standards and income requirements for affordable workforce



CITY OF CLERMONT
ORDINANCE NO. 2020-19

housing. All developers are required to schedule a pre-application meeting and complete an application for density bonus with the Economic Development Services Department.

(ej) Annual verification of leased units as part of the density bonus is required ~~from the date originally certified~~ annually to be submitted to Development Services Department no later than February 15th.

(fk) The applicant must enter into a management agreement with the City, a community land trust, or other instrument mutually agreeable to the City and the applicant, to administer the affordable workforce set-aside units. This agreement must address marketing, applicant screening, the process for establishing rental rates, monitoring, Fair Housing requirements, and other elements as determined by the ~~Economic Development and Development Services Department~~ City Manager or his/her designee.

(gl) Projects may not pay a contribution in lieu of providing workforce units on-site to attain a density bonus.

(m) Example of number of total units, workforce units and market rate

<u>Acres</u>	<u>15</u>
<u>Base Density(@12)</u>	<u>180</u>
<u>Bonus Density 8</u> <u>units/acre</u>	<u>120</u>
<u>Total Units</u>	<u>300</u>

	<u>Workforce</u>	<u>Market rate</u>
	<u>90</u>	<u>210</u>

SECTION 4.

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 5.

The text of Section 2 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

SECTION 6.

Parcels qualified for the Hooks Street corridor shall have frontage on Hooks Street and shall be east of U.S. Highway 27. Parcels qualified for Wellness Way shall be within Sections 13-



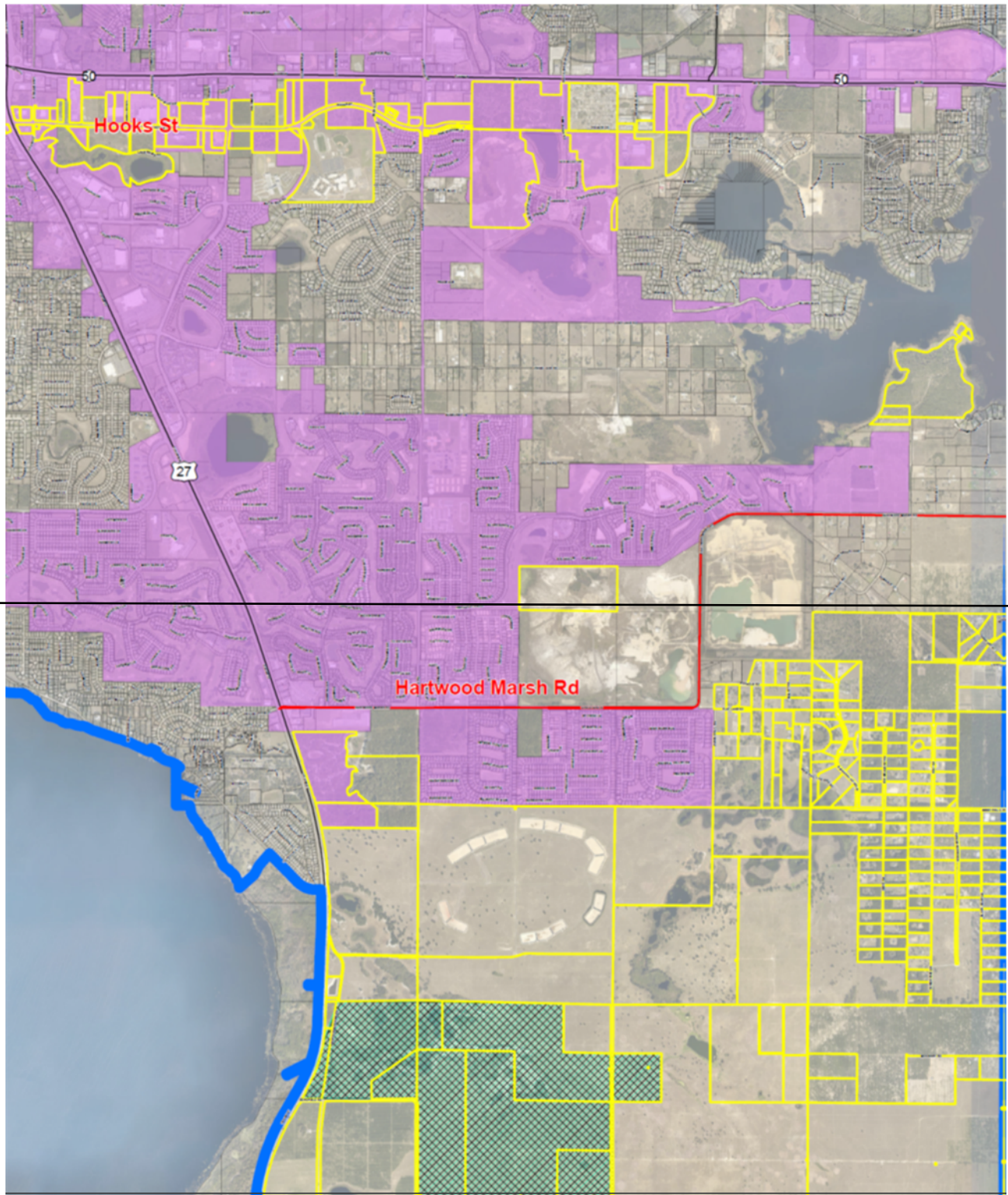
CITY OF CLERMONT
ORDINANCE NO. 2020-19

36 Township 23 Range 26 and be east of U.S. Highway 27 and shall not have ingress/egress or frontage on Hartwood Marsh Road.

SECTION 7.

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

Exhibit: Possible Affordable Housing Density Bonus Areas highlighted in yellow





CITY OF CLERMONT
ORDINANCE NO. 2020-19

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County,
Florida on this _____ of _____

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Advertising Receipt

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

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Account Number: 7101866
Order Number: 10096432
Phone: (352) 241-7331
Date: 05/07/20
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cle	05/18/2020	06/08/2020	\$185.20

LEGAL NOTICE

office, (352) 241-7331, at least 48 hours prior to the public hearings.

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

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10096432
May 18, 2020 &
June 08, 2020

ORDINANCE NO. 2020-19

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; AMENDING SECTION 122-358 AFFORDABLE HOUSING DENSITY BONUS CRITERIA; PROVIDING FOR CODIFICATION; SEVERABILITY; EFFECTIVE DATE; AND PUBLICATION.

This ordinance will be considered by the Planning & Zoning Commission on Tuesday, June 2, 2020 at 6:30 P.M.

A public meeting to consider the ordinance will be held before the City Council on Tuesday, June 23, 2020 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. Persons with disabilities who need assistance should contact the City Clerk's

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CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, June 9, 2020	
Agenda Item Name	
Ordinance No. 2020-20 <i>Introduction Accessory Dwelling Unit (ADU)</i>	
Requested Action	
Recommend introduction of Ordinance 2020-20.	
Staff Report	
Over the past several months, City Council has been holding public workshops on the issue of workforce housing. One of the recommendations emerging from those workshops is the desire to consider expanding housing supply within the City. One such option is the inclusion of accessory dwelling units (ADU) in certain neighborhoods. City staff has been directed to provide opportunities to increase housing varieties while it is believed that incorporating ADU's into the City Code will increase housing supply, strengthen the efficient use of existing housing stock and infrastructure, while ensuring the character of neighborhoods remain intact. This issue was also supported by the City's Youth Council. Similar to their findings on "tiny homes," staff has concluded accessory dwelling units may provide a similar outcome with more benefits. The accessory dwelling unit, or ADU, is a secondary housing option to a primary residence that allows a smaller, more affordable and flexible housing option. The ADU provides property owners with an affordable housing option to allow elderly family members, young adults or guests a place to live that makes it more affordable and convenient, based upon each unique situation. The ADU's would be constructed on the same lot as the primary residential structure and could not be subdivided and sold off later. The ADU would have to function on its own and be a self-contained dwelling with its own entrance, cooking accommodations and bathing facility. The ADU could be constructed as an attached portion of a primary residential structure or detached. The ADU would be permitted in any residential zoning district, unless HOA deed restrictions prohibit, and would have to be a minimum of 350 square feet of living space up to a maximum of 800 square feet. The ADU would have to be constructed in a similar style, appearance and material as the primary residence. The ADU structure could not be a shed, mobile home, RV, tiny home, travel trailer, or shipping container converted into an ADU. Only one ADU would be permitted per lot and shall be located to the rear of the primary residential front building line. In order to ensure adequate parking, one on-site parking space shall be required for the ADU. Staff has drafted code language to be placed in Section 122-365 of the Land Development Code to permit Accessory Dwelling Units. Staff is recommending approval of Ordinance 2020-20.	
Additional Analysis	
Fiscal Impact Summary	

Fiscal Impact		Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	Ord 2020-20 Accessory Dwelling Units PZ	Ord 2020-20 Accessory Dwelling Units PZ.docx	
2.	ORD NO 2020-20 UPDATED Legal Ad Proof 122-365	ORD NO 2020-20 UPDATED Legal Ad Proof 122-365.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2020-20

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE OF THE CITY OF CLERMONT BY ADDING SECTION 122-365, ACCESSORY DWELLING UNITS; SETTING FORTH STANDARDS AND REGULATIONS FOR THE CRITERIA FOR ACCESSORY DWELLING UNITS; AND PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

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 June 2, 2020 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 add Section 122-365, Accessory Dwelling Units of the City of Clermont's Code of Ordinances;

WHEREAS, the City Council of the City of Clermont desires to increase housing opportunities while strengthening the efficient use of existing housing stock and infrastructure that provides smaller, affordable, flexible housing options;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Clermont that the Clermont Code of Ordinances, Chapter 122-365 Accessory Dwelling Units is added as set forth in the following amendments, as shown in Section 2.

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:

Sec. 122-365 – Accessory Dwelling Units.

- (1) Accessory Dwelling Unit (ADU) shall mean a self-contained dwelling unit with its own dedicated entrance, cooking accommodations and complete bathing facilities separate from the primary residential unit.
- (2) An ADU may be attached to or detached from the primary residence and must remain under the same ownership as the primary dwelling unit.
- (3) The property owner must live on-site, either in the primary residential unit or the ADU.
- (4) The ADU may be permitted in the following residential zoning districts: R-1-A, R-1, R-2, R-3, R-3-A or PUD.



CITY OF CLERMONT
ORDINANCE NO. 2020-20

- (5) The ADU may be permitted in the Central Business District on a lot that currently has an existing single-family residence and is recognized as a lot of record.
- (6) The ADU living space shall be a minimum of 350 square feet up to a maximum of 800 square feet.
- (7) The ADU structure must be constructed in a similar architectural style, appearance and material as the primary single-family structure.
- (8) Mobile homes, recreational vehicles, travel trailers, shed, conex boxes or shipping containers shall not be permitted as ADU's.
- (9) ADU setbacks:
 - (a) Front: ADU shall be placed behind the primary residential unit front building line.
 - (b) Side: ADU shall be placed equal to the required side yard setback of the zoning district of the lot.
 - (c) Rear detached: Detached ADU shall be placed equal to the side yard setback from the rear property line or established utility easement, whichever is greater.
 - (d) Rear attached: Attached ADU connected to the primary residential unit shall be the same as the primary residential unit.
- (10) Only one ADU may be permitted per lot and one parking space shall be provided for the ADU on the lot.
- (11) A primary single-family dwelling unit must exist on the lot prior to the construction of a detached ADU. The ADU shall not be considered as part of the dwelling unit count for zoning purposes.
- (12) Deed restrictions and covenants may prohibit ADU's and it is the responsibility of the property owner to have verified any restrictions.
- (13) The ADU must comply with minimum housing standards for habitation and meet the minimum building and fire safety codes for independent residential dwelling unit.

SECTION 4.

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 5.

The text of Section 2 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.



CITY OF CLERMONT
ORDINANCE NO. 2020-20

SECTION 6.

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



CITY OF CLERMONT
ORDINANCE NO. 2020-20

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 23rd day of June, 2020.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Advertising Receipt

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

CITY OF CLERMONT
Paola Vasquez
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10096440
Phone: (352) 241-7331
Date: 05/11/20
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City of Clermont will consider t	05/18/2020	06/08/2020	\$188.12

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.

tance should contact the City Clerk's office, (352) 241-7331, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10096440
May 18, 2020 &
June 08, 2020

ORDINANCE NO. 2020-20

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE OF THE CITY OF CLERMONT BY ADDING SECTION 122-365, ACCESSORY DWELLING UNITS; SETTING FORTH STANDARDS AND REGULATIONS FOR THE CRITERIA FOR ACCESSORY DWELLING UNITS; AND PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

This ordinance will be considered by the Planning & Zoning Commission on Tuesday, June 2, 2020 at 6:30 P.M.

A public meeting to consider the ordinance will be held before the City Council on Tuesday, June 23, 2020 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.

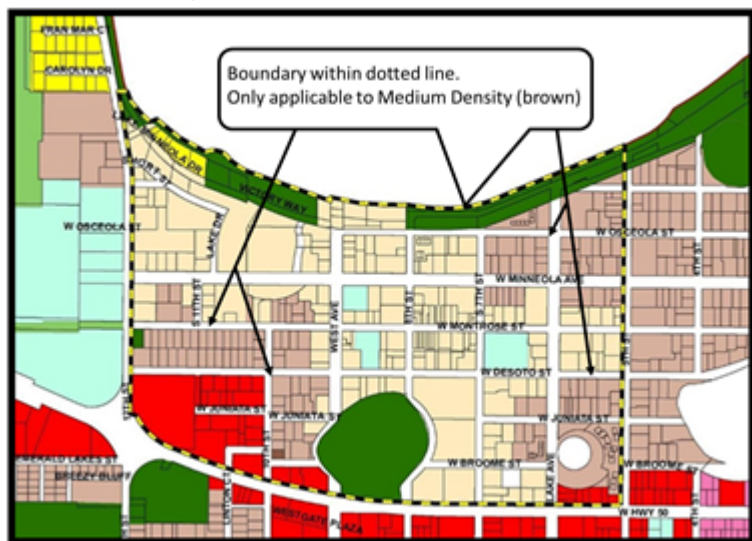
Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assis-

Payment Info	
Ad Price	\$188.12
Tax	\$0.00
Sub Total	\$188.12
Prepaid Amount	\$0.00
Balance Due	\$188.12

AGENDA ITEM

Meeting Date	
Tuesday, June 9, 2020	
Agenda Item Name	
Ordinance No. 2020-21 <i>Transmittal</i> <i>Medium-Density Residential FLU Amendment</i>	
Requested Action	
Recommend transmittal of Ordinance 2020-21.	
Staff Report	

In an effort to provide walkability housing opportunities adjacent to Downtown, City staff is proposing a Future Land Use Amendment to the Medium Density Residential Category to encourage higher residential density in an area around Downtown. City staff has identified the walkability to downtown in an area that is comprised within the boundary shown below, which is South of Lake Minneola, North of SR 50, West of 5th Street and East of 12th Street. The proposed land use amendment would only be applicable to properties within this area and with the Medium Density Residential Future Land Use.



The current Medium Density Residential FLU permits up to eight dwelling units per acre. The current Downtown Mixed Use Future Land Use permits up to 25 dwelling units per acre or with a bonus density, up to 40 dwelling units per acre. The proposed area within this boundary would increase this to 12 dwelling units per acre, which would provide a more gradual transition. Any development proposals over eight dwelling units per acre in the Medium Density Residential FLU would require a conditional use permit.

A GIS analysis indicates there are 192 parcels within this zone in the Medium Density Residential FLU. The collective acreage of these parcels is approximately 42.55 acres. With the proposed change, the overall potential increase in residential dwelling units would be 170 (4 dwelling unit increase x 42.55 acres). While this would be the maximum, it is very unlikely all the parcels would be able to seek the higher density due to varying physical and other constraints on all of the parcels, including meeting setback and minimum parking requirements.

This proposed change would allow development of housing opportunities at a slightly higher density through redevelopment while providing improved pedestrian access for more residents to downtown. This proposed change would also provide a transition of densities from Downtown Mixed Use to Medium Density without having to change the future land use designation which would bring non-residential permitted uses associated with the Downtown Mixed Use Future Land Use category. There are also several existing properties that have similar residential densities, such as Lake Minneola Condominiums and Lake Dot Villas, which approach the 12 dwelling units per acre within the Medium Density Residential FLU boundary. Staff recommends transmittal of Ordinance 2020-21 to the State reviewing agencies. The final adoption hearing is scheduled for August 25th.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|--|---|
| 1. | 2020-21 Medium Density FLU Amendment 8 to 12 FORMATTED | 2020-21 Medium Density FLU Amendment 8 to 12 FORMATTED.doc |
| 2. | MD FLU Area Map | MD FLU Area Map.pdf |
| 3. | Exhibit A - Future Land Use Element 2020 Medium Density Housing Addition Final | Exhibit A - Future Land Use Element 2020 Medium Density Housing Addition Final.docx |
| 4. | ORDINANCE 2020-21 Legal Ad Proof | ORDINANCE 2020-21 Legal Ad Proof.pdf |



CITY OF CLERMONT
ORDINANCE NO. 2020-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES BY ADOPTING TEXT CHANGES TO THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN TO AMEND THE MEDIUM-DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE COMPREHENSIVE PLAN AMENDMENTS; SETTING FORTH THE PURPOSE AND INTENT OF THE COMPREHENSIVE PLAN AMENDMENTS; ESTABLISHING THE LEGAL STATUS OF THE COMPREHENSIVE PLAN AMENDMENTS; PROVIDING FOR SEVERABILITY, CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on August 13, 1991, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Comprehensive Plan of the City of Clermont may be amended pursuant to Florida Statutes 163.3187; and

WHEREAS, the Planning and Zoning Commission, acting as the Local Planning Agency, held a public hearing and made recommendations to the City Council for amendments to the plan; and

WHEREAS, the City Council of the City of Clermont held public hearings on the proposed amendments to the plan in light of written comments, proposals and objections from the general public;

NOW, THEREFORE, BE IT ORDAINED and enacted by the City Council of the City of Clermont, Florida that:

SECTION 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Future Land Use Element is hereby amended as shown in Exhibit A.



CITY OF CLERMONT
ORDINANCE NO. 2020-21

SECTION 2.

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

SECTION 3.

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 4.

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



CITY OF CLERMONT
ORDINANCE NO. 2020-21

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 25th day of August, 2020.

Gail L. Ash, Mayor

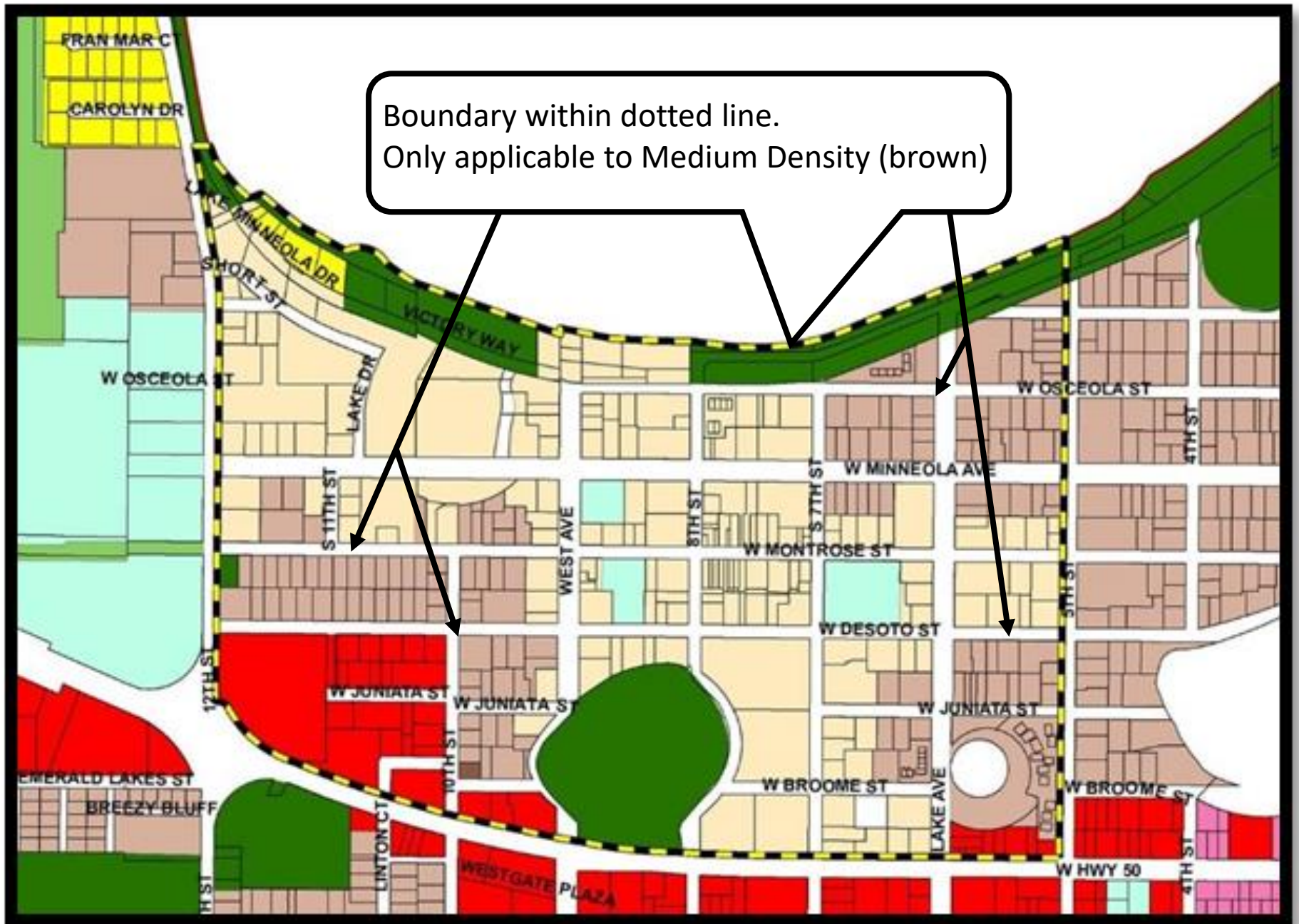
ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Boundary within dotted line.
Only applicable to Medium Density (brown)





CITY OF CLERMONT
COMPREHENSIVE PLAN

CHAPTER I
FUTURE LAND USE ELEMENT

Adopted June 23, 2009
Amended February 28, 2017
Amended August 28, 2018
Amended August 25, 2020

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CHAPTER I
FUTURE LAND USE

GOAL 1: Ensure that the character, magnitude and location of all land uses provide a system for orderly growth and development that achieves a balanced natural, physical and economic environment and enhances the quality of life of all residents.

Objective 1.1: Discourage Urban Sprawl. The City shall discourage and/or reduce urban sprawl through a future land use pattern that promotes orderly, compact development and the provision of public facilities and services that minimize costs and environmental impacts and maximize efficiency.

Policy 1.1.1: Urban services such as water and sewer shall not be extended outside the Lake County/Clermont Joint Planning Area (JPA) without a companion land use plan amendment modifying the boundary and amending the land uses. An exception may be considered where public health, safety and welfare require a community water system or the extension of water service to ensure safe potable water.

Policy 1.1.2: The City shall prioritize its capital improvements funding by assigning first priority to the renewal, reuse and/or rehabilitation of existing facilities or to the replacement of existing obsolete or worn out facilities.

Policy 1.1.3: The City shall encourage infill through the use of higher density and intensity land use designations and mixed-use designations in appropriate locations.

Objective 1.2: Future Land Use Map Series. The City shall ensure that future development and redevelopment activities are located in appropriate areas of the City by adopting a Future Land Use Map Series included as **Appendix A** of this element that contains the Future Land Use Map (FLUM), Future Transportation Map and Natural Resources Map, which together form the basis for consideration of future land use plan amendments. The Future Land Use Map Series, along with the City's land development regulations, shall reduce or eliminate existing land uses that are inconsistent with the community's character.

Policy 1.2.1: The City shall consider the compatibility of adjacent future land use categories during the land use plan amendment process. The City shall consider potential maximum densities and intensities and the appropriate transition of uses, densities and intensities.

Policy 1.2.2: The land development regulations shall include provisions to reduce or eliminate land uses that are inconsistent with the City's character and future land use, including those uses that are inconsistent with hazard mitigation recommendations in the Lake County emergency management plan.

Policy 1.2.3: The City shall discourage the continuation of nonconforming uses to the extent established in the land development regulations. Redevelopment of the property will be allowed only if it is consistent with the FLUM and the zoning district.

Policy 1.2.4: The adopted FLUM contains and identifies appropriate locations for the following land use categories which were established to prevent urban sprawl, provide for the protection of natural and historic resources and maximize economic development:

Future Land Use Categories	Maximum Density/Intensity (per gross acre)
Conservation	Not Developable
Parks	N/A
Public Facilities/Institutional	0.25 FAR
Residential	
Low-Density	3 units per acre
Medium-Density	8 <u>to 12</u> units per acre
High-Density	12 units per acre
Office	1.0 FAR
Mixed-Use	
Residential/Office	12 units per acre/0.25 FAR
Master Planned Development	12 – 25 units per acre/0.25 FAR
Downtown Mixed-Use	12-40 units per acre/3.0 FAR
Commercial	12 -25 units per acre/0.25 FAR
Industrial	1.0 FAR

Objective 1.3: Conservation Land Use Category. The conservation category is established for the long-term protection and preservation of publicly or privately owned lands that contain valuable and threatened natural resources, such as wetlands, floodplains and unique ecological communities.

Policy 1.3.1: Only passive open space and passive recreational activities shall be allowed in the conservation category, limited to resource-enhancing facilities such as multi-purpose trails, bike paths and natural land restoration projects. Interactive areas/facilities may be allowed as long as they are provided and managed consistent with goals, objectives and policies of this element as well as the goals, objectives, policies, standards and criteria set forth in the Conservation Element.

Policy 1.3.2: Lands designated as conservation on the FLUM may be counted toward meeting the adopted level of service standards for recreation and open space for the City.

Policy 1.3.3: If it is impractical to designate the area containing conservation resources as conservation land use due to size, location or other factors, the City shall have the option of obtaining a conservation easement from the property owners to protect the area. Areas covered by a conservation easement shall be treated the same as areas designated as conservation land use on the FLUM.

Policy 1.3.4: No development is permitted within the conservation category, except where state and/or federal agencies having jurisdiction already allow development rights. The applicant shall bear the burden of proof in determining that development shall not adversely impact conservation resources. Site alteration, where allowed, shall be limited to 10 percent of the entire site.

Objective 1.4: Parks Land Use Category. The parks category is established to provide sufficient space for public and private parks that are open to the public for active and passive recreation use.

Policy 1.4.1: The parks land use category is intended to accommodate existing public parks and recreation areas as well as committed public and semi-public open spaces. The maximum intensity of buildings on site shall be 0.25 Floor-Area-Ratio (FAR).

Policy 1.4.2: Not all parks and recreational facilities are required to be shown as parks on the FLUM. Park and recreation uses shall be allowed in other categories as support uses.

Objective 1.5: Public Facilities/Institutional Land Use Category. The public facilities/institutional category is established for publicly-owned institutional parcels and privately-owned, non-profit institutional parcels meeting threshold sizes established herein.

Policy 1.5.1: The public/institutional land use designation is intended to accommodate public and semi-public services including government administration buildings; public schools and not-for-profit educational institutions; hospital facilities and supportive health care units; arts, cultural or civic facilities; essential public services and facilities; cemeteries; fire and emergency operation facilities; utilities; public and semi-public open spaces and other similar activities. The maximum intensity of institutional activity shall be 0.25 FAR.

Policy 1.5.2: Churches and religious institutions on parcels greater than two acres shall be designated as public facilities/institutional future land use category on the FLUM, except those within the master planned development and the downtown mixed-use land use categories.

Policy 1.5.3: Public and private schools on parcels greater than five acres shall be designated as public facilities/institutional future land use category on the FLUM, except those within the master planned development and the downtown mixed-use land use categories.

Policy 1.5.4: The City shall monitor the need for increased land area for public/institutional uses and shall ensure that this land use designation on the FLUM is expanded to accommodate the development of public and semi-public facilities such as government administration buildings; fire, police and rescue services; educational institutions and similar public uses.

Objective 1.6: Residential Land Use Categories. The residential categories are established to provide for the preservation of existing, predominantly residential neighborhoods. These categories allow a range of housing types of low, medium and high residential densities at a maximum density of up to 12 units per acre; however, densities higher than eight units per acre shall require a conditional use permit or a Planned Unit Development (PUD) zoning. Other uses allowed include supportive accessory uses, churches and schools as conditional uses, minor public

utilities (i.e., telephone switching stations, lift stations, drainage infrastructure and similar facilities), parks and open space, municipal facilities and other civic and cultural uses subject to standards and performance criteria set forth in this plan and in the land development regulations. Based on current land use trends, the City estimates that the mix of uses in the residential categories will be about 85 percent residential and 15 percent public facilities/institutional and recreation uses.

Policy 1.6.1: Low-Density Residential. Areas delineated on the FLUM for low-density residential development shall accommodate a maximum density of up to three dwelling units per acre and shall be comprised primarily of single-family detached homes on individual lots.

Policy 1.6.2: Medium-Density Residential. Areas delineated on the FLUM for medium-density residential development shall accommodate a maximum density of up to eight units per acre. To encourage higher density adjacent to Downtown and provide enhanced walkability between housing and the Central Business District, land designated as Medium-Density Residential Future Land Use adjacent to the Downtown Mixed Use Future Land Use may have a density of up to 12 units per acre. However, densities higher than eight units per acres shall require a Conditional Use Permit. The Medium-Density Residential Future Land Use area eligible for density up to 12 units per acre is north of SR 50, South of Lake Minneola, West of 5th Street and East of 12th Street. Permitted housing types include single-family detached homes, including zero-lot-line and cluster developments, duplexes, townhomes, condominiums, accessory dwelling units, and apartments.

Policy 1.6.3: High-Density Residential. Areas delineated on the FLUM for high-density residential development shall accommodate a maximum density of 12 units per acre; however, densities higher than eight units per acre shall require a conditional use permit or a Planned Unit Development (PUD) zoning. Permitted housing types include single-family detached homes, including zero-lot-line and cluster developments, duplexes, townhomes, condominiums and apartments. Nursing homes, assisted living facilities and independent living facilities shall be permitted in the high-density residential land use as a planned unit development (PUD) consistent with land development regulations and may have a maximum intensity of 3.0 FAR.

Policy 1.6.4: Performance standards for residential uses shall include, but are not limited to, the following:

- The land development regulations shall include performance standards for high-density and multi-family residential uses that control the location of proposed buildings in relation to the overall dimension of the site, provide sufficient on-site/structured parking where applicable, and provide open space and recreation amenities.
- The land development regulations shall contain requirements for significant open space, landscaping and buffers to effectively screen multi-family developments from low-density residential zoning districts.
- Multi-family residential developments of more than 50 units shall provide recreational facilities to meet the needs of the population of the development.

- Grid street networks are highly encouraged to serve residential developments and provide connectivity throughout the City. Cul-de-sacs and gated developments are discouraged.
- Themes are encouraged for residential developments to include cohesive streetscape design, signage, landscape architecture and streetscape furniture to create an identity for the neighborhoods in the City.

Objective 1.7: Mixed-Use Land Use Categories. The mixed-use categories are established to accommodate a mixture of residential, office and commercial uses as single uses on separate parcels or as a mix of uses within a single development. The maximum density for residential uses shall be 12 units per acre, except in the Downtown Mixed Use Category, which may allow a bonus density of up to 40 units per acre through a Community Benefit Agreement as provided for in the Land Development Code, Section 122, Division 12 CBD/Central Business District. The maximum density for residential uses shall be 12 units per acre in the Master Planned Development Use Category except in the SR 50 and US 27 Overlay District, which may allow a bonus density of up to 25 units per acre through an affordable housing component, as provided for in the Land Development Code, Section 122, Division 12 CBD/Central Business District. Densities higher than eight units per acre in the Residential/Office Category shall require a conditional use permit. Other uses allowed include supportive accessory uses, churches and schools as conditional uses, minor public utilities (i.e., telephone switching stations, lift stations, drainage infrastructure, and similar facilities), parks and open space, municipal facilities and other civic and cultural uses subject to standards and performance criteria set forth in this plan and in the land development regulations.

Policy 1.7.1: Residential/Office. The residential/office category is intended to provide for a mixture of predominantly residential uses, while allowing for professional offices that are consistent with the general character of the adjacent residential uses. Based on current land use trends, the City estimates that the mix of uses in the residential/office category will be 65 percent residential and 35 percent non-residential. The maximum intensity for office development shall be 0.25 FAR. The FAR shall not be applied to the residential portion of a mixed-use development.

Policy 1.7.2: Planned Development. The master planned development category is intended to provide for two existing approved developments of regional impact (DRI), King's Ridge DRI and Lost Lake Reserve DRI, the Black West proposed mixed-use development subject to a utility and annexation agreement approved by the City and new master planned, mixed-use projects that shall be applied only upon City Council approval of a development agreement that specifies the allowable types and distribution of land uses and the maximum number/density of residential units, and which demonstrates that public facilities and services meet the requirements of the City's Concurrency Management System. The maximum intensity for office and commercial uses shall be 0.25 FAR; 1.0 FAR for industrial uses; and 0.25 FAR for institutional uses. The FAR shall not be applied to the residential portion of a mixed-use development.

Policy 1.7.3: Downtown Mixed-Use. The downtown mixed-use category is intended to provide for a mixture of residential and business uses, as well as cultural and tourist facilities, recognized as characteristic of the City's established downtown central business district. Based on current land use trends, the City estimates that the mix of uses will be 70 percent

office and commercial uses and 30 percent residential, public facilities/institutional and recreation uses. The maximum intensity for office, commercial and institutional uses shall be 3.0 FAR. The FAR shall not be applied to the residential portion of a mixed-use development.

Policy 1.7.4: Nursing homes, assisted living facilities and independent living facilities shall be permitted in all mixed-use land use categories as a PUD consistent with land development regulations and may have a maximum intensity of 3.0 FAR.

Policy 1.7.5: Performance standards for mixed-use developments shall include, but are not limited to, the following:

- Mixed-use developments are encouraged to incorporate town or village centers that are sized to serve the needs of residents in the development within a quarter-mile of the center.
- Unified architectural and streetscape themes are encouraged for all mixed-use developments.
- A mixed-use development may include a mixture of land uses on the same site and/or in the same building.
- For a mixed-use building, only retail sales and services and restaurants are permitted on the ground floor.

Objective 1.8: Office Land Use Category. The office category is established to provide for office uses in areas that transition to residential neighborhoods. Uses allowed in addition to offices are supportive accessory uses, churches and schools as conditional uses, minor public utilities (i.e., telephone switching stations, lift stations, drainage infrastructure, and similar facilities), parks and open space, municipal facilities and other civic and cultural uses subject to standards and performance criteria set forth in this plan and in the land development regulations.

Policy 1.8.1: Residential uses are not allowed in the office category.

Policy 1.8.2: Nursing homes, assisted living facilities and independent living facilities shall be permitted in all mixed-use land use categories as a PUD consistent with land development regulations and may have a maximum intensity of 3.0 FAR.

Objective 1.9: Commercial Land Use Category. The commercial category is established to assure availability of sufficient office and commercial sites to serve the needs of the existing and projected population. In addition to office and commercial uses, residential uses are allowed, preferably as mixed-use, high-density developments, as well as supportive accessory uses, churches and schools as conditional uses, minor public utilities (i.e., telephone switching stations, lift stations, drainage infrastructure, and similar facilities), parks and open space, municipal facilities and other civic and cultural uses subject to standards and performance criteria set forth in this plan and in the land development regulations.

Policy 1.9.1: The commercial land use category shall accommodate activities such as general retail sales and services, professional and business offices, personal services and limited residential use. Based on current land use trends, the City estimates that the mix of uses will be 90 percent office and commercial uses and 10 percent residential, public facilities/institutional and recreation uses.

Policy 1.9.2: The maximum intensity of commercial development shall be limited to 0.25 FAR. The maximum density for residential uses shall be 12 units per acre, except in the SR 50 and US 27 Overlay District, which may allow a bonus density of up to 25 units per acre through an affordable housing component as provided for in the Land Development Code, Section 122, Division 12 CBD/Central Business District. Densities higher than eight units per acre shall require a conditional use permit or a Planned Unit Development (PUD) zoning.

Policy 1.9.3: Hotels and hospitals shall be allowed as a conditional use within the commercial land use category and shall be limited to a maximum intensity of 3.0 FAR.

Policy 1.9.4: Nursing homes, assisted living facilities and independent living facilities shall be permitted in the commercial land use category as a PUD consistent with land development regulations and may have a maximum intensity of 3.0 FAR.

Objective 1.10: Industrial Land Use Category. The industrial category is established to provide sufficient land for existing and anticipated future industrial needs and requisite support services.

Policy 1.10.1: Residential uses are not allowed in the industrial category.

Policy 1.10.2: Uses allowed in the industrial category include manufacturing, assembling and distribution activities; warehousing and storage activities; general commercial activities; and other similar land uses which shall be regulated through appropriate land development regulations. Heavy metal fabrication, batch plants, salvage yards, chemical or petroleum manufacturing or refining, rubber or plastics manufacturing or other uses generating potentially harmful environmental or nuisance impacts shall be prohibited.

Policy 1.10.3: The maximum intensity of industrial development shall be limited to 1.0 FAR.

Objective 1.11: Smart Growth Principles. New development in the City shall comply with “Smart Growth” principles that minimize the emission of greenhouse gases and reduce vehicle miles of travel as opposed to conventional development standards that encourage urban sprawl. The following policies shall be incorporated into the City’s land development regulations prior to the next required Evaluation and Appraisal Report.

Policy 1.11.1: Development in the Downtown Mixed-Use land use category, and where appropriate in the Residential/Office and Master Planned Development categories, shall provide pedestrian-friendly street design (buildings close to street; porches, windows and doors; tree-lined streets; hidden parking lots; garages in rear; narrow, slow-speed streets).

Policy 1.11.2: New development, as well as infill development where feasible, shall provide interconnected street grid networks to disperse traffic and encourage walkability. Developments may include a hierarchy of narrow streets, boulevards and alleys; high-quality pedestrian networks; designs that encourage a greater use of bicycles, rollerblades, scooters and walking as daily transportation; connectivity to public transit; and a land use mix that demonstrates reduced external trips by encouraging internal trips.

Policy 1.11.3: New Development in the Downtown Mixed-Use, and where appropriate in the Residential/Office and Master Planned Development categories, shall provide a mix of shops, offices, apartments and homes on site and provide mixed-use within neighborhoods, within blocks and within buildings.

Policy 1.11.4: Developments that require site plan review and approval shall be evaluated on the use of site and building design that emphasizes beauty, aesthetics, human comfort, creating a sense of place, special placement of civic uses and sites and human-scale architecture and amenities, especially at street level.

Objective 1.12: Public Facilities and Services. Development, redevelopment, land use plan amendments and changes to the zoning of a site shall be coordinated with the availability of adequate services and facilities, including assurance that land is available for the needed utility facilities and services.

Policy 1.12.1: The Lake-Sumter Metropolitan Planning Organization’s transportation concurrency management system (TCMS) and Traffic Impact Study Methodology Guidelines, Volume I: Lake County Checkbook TCMS dated May 28, 2008, and as amended, shall serve as the City’s transportation concurrency management system.

Policy 1.12.2: All development orders or permits, including any redevelopment activities, shall be issued only if there are public facilities and services available with sufficient

capacities to maintain the level of service standards concurrent with the impacts of the proposed development. Prior to the issuance of a building permit, the City shall verify with its utility department that adequate water supplies will be available to serve new development no later than the anticipated date of issuance of the certificate of occupancy.

Policy 1.12.3: The City shall encourage requests for voluntary annexation into the City when those lands are logical extensions of the existing City limits, when services can be properly provided and when proposed uses are compatible with the City's comprehensive plan.

Policy 1.12.4: The City shall encourage the development of undeveloped pockets and enclaves within developed areas to utilize existing facilities efficiently.

Policy 1.12.5: The City shall ensure the availability of suitable land for public services and facilities necessary to support proposed development and shall approve sites for such facilities and services concurrent with the approvals for the development requiring the services and facilities.

Policy 1.12.6: The City shall require new development to provide necessary services and facilities or to pay a fair share of the cost of those services and facilities through impact fees, special assessments, exactions, conveyance of land or easements or pro-rata agreements.

Policy 1.12.7: The City shall continue to require dedication of adequate rights-of-way for use as roadways, stormwater management and by utility companies for new construction, service extensions or facility improvements.

Policy 1.12.8: Private or public electric utilities needed to support the future land use categories may be permitted as conditional uses in all land use designations except for residential, conservation or parks categories.

Policy 1.12.9: Small-scale, site-specific, or off-grid electrical generation systems serving single users or small clusters of users and which use alternative energy sources shall be allowed in all land use categories without exception. Such alternative systems shall be allowed to connect to an available electrical energy distribution system to sell excess power to an electric utility provider. All substations adjacent to residential neighborhoods or visible from a public roadway shall be required to provide landscaping and buffering to minimize visual and noise impacts.

Objective 1.13: Natural Resources. Natural resources shall be protected through identification, classification, coordination with resource planning and management plans prepared pursuant to Chapter 380, F.S., and limitations on use consistent with the degree of protection required.

Policy 1.13.1: The protection of natural resources shall be accomplished by one or more of the following techniques, based on the degree of protection required:

- Limitations on development density and intensity;
- Limitations on building placement, such as required clustering of allowable development on non-sensitive portions of a site;
- Limitations on building coverage or impervious surface coverage;

- Requirements for setbacks and landscaped buffers sufficient to mitigate or eliminate impacts; and
- Evaluation of proposed plan amendments to ensure that they do not contribute to urban sprawl and fail to protect natural resources.

Policy 1.13.2: The City's determination of the degree of natural resource protection required shall be part of the development application and review process and may result in conditions on development approvals.

Policy 1.13.3: The land development regulations shall provide for the protection of potable water wellfields by designating appropriate activities and land uses allowed within wellhead protection areas and environmentally sensitive land to protect these areas from adverse impacts of development.

Policy 1.13.4: The City shall include standards and procedures in its land development regulations that consider topography and soil types in the review of proposed development projects.

Policy 1.13.5: The development approval process shall ensure that new development and redevelopment is consistent with natural drainage patterns. The approval process shall require appropriate stormwater management systems consistent with the adopted drainage level of service, natural drainage patterns and soil conditions.

Policy 1.13.6: Flood plains and floodways in the City shall be identified and development shall be limited, consistent with FEMA requirements.

Policy 1.13.7: The City of Clermont is not located within the Green Swamp Area of Critical State Concern; however, a portion of this resource is located within the Lake County/Clermont JPA. The City shall utilize both formal and informal modes of coordination with the Florida Department of Community Affairs, St. Johns River Water Management District, Florida Department of Environmental Protection, Lake County and other appropriate state and local agencies that have jurisdictional authority or responsibility for regulation and management of the Green Swamp Area of Critical State Concern.

Policy 1.13.8: The City shall ensure the preservation of natural communities and listed animal species habitat through land acquisition of natural areas and open space.

Objective 1.14: Historic Resources. Important historic and archaeological resources of the City of Clermont shall be protected through identification, classification and regulation of development consistent with the degree of protection required for the resource.

Policy 1.14.1: The City, through its adopted historic preservation ordinance, will protect significant historic, cultural and archaeological resources.

Policy 1.14.2: The City shall identify and inventory sites of historical significance.

Policy 1.14.3: The City's land development regulations shall provide for the protection of significant historic resources from the impacts of development and redevelopment.

Policy 1.14.4: Historic resources and their environments shall be considered for inclusion in public acquisition programs for appropriate passive recreation and for open space and conservation.

Policy 1.14.5: If City construction activities reveal a suspected historical or pre-historic archaeological site, the City shall determine the extent and nature of the site and report such findings to the state by a master site file application. The City shall mitigate any impacts to the site if the site is determined to be relatively intensive in cultural remains, or significant to the archaeological or historical record. Such determination of site extent, nature and significance shall be made by a professional archaeologist as recognized by the Florida Department of State, Division of Historical Resources, Bureau of Historic Preservation.

Policy 1.14.6: The City shall negotiate with landowners prior to the development review process, to avoid disturbance of known historical and pre-historic sites.

Policy 1.14.7: The City shall support private, nonprofit groups that endeavor to preserve historic resources and request the assistance of the Florida Department of State, Division of Historical Resources, Bureau of Historic Preservation, in identifying sources of funding and programs as a means to identify, designate, protect and preserve pre-historic sites and historic resources in Clermont.

Objective 1.15: Redevelopment and Renewal of Blighted Areas. The City shall encourage redevelopment of areas that are exhibiting evidence of decline (i.e., disproportionate number of vacant, dilapidated and/or substandard structures) through redevelopment programs and through maintaining land development regulations that contain standards and procedures to encourage redevelopment where desirable.

Policy 1.15.1: The City shall continue to implement the recommendations for the Clermont community redevelopment area.

Policy 1.15.2: The City shall implement Housing Element directives for renewal and revitalization of substandard housing target areas within time-frames identified in the element.

Policy 1.15.3: The City shall utilize available government programs such as, but not limited to, the community development block grant program, for renewal and revitalization of substandard housing sites as identified in the Housing Element.

Objective 1.16: Plan Implementation. The City shall maintain land use and development regulations to address issues identified in this and other plan element goals, objectives and policies.

Policy 1.16.1: Proposed residential developments shall be required to meet state subdivision requirements and the City's land development regulations with regard to platting and providing improvements such as roads, drainage and other facilities and services. All divisions of land, whether requiring a subdivision plat or not, shall be required to meet concurrency management and access requirements as stated in this comprehensive plan.

Policy 1.16.2: Zoning districts in the City's land development regulations shall implement the future land use categories adopted in the comprehensive plan, including the types of uses and the densities and intensities of uses.

Policy 1.16.3: It is the intent of the City of Clermont to ensure that adequate open space is provided through the following:

- active or passive recreation sites;
- landscaped buffers;
- protected natural resource lands;
- protected environmentally sensitive lands;
- areas devoted to drainage and stormwater retention;
- landscaping requirements; and
- minimum open space requirements for master-planned developments.

Policy 1.16.4: The City shall maintain and enhance the safety and efficiency of the arterial and collector road system and minimize transportation conflicts associated with development by coordinating the FDOT driveway permitting process, limiting development access to the transportation system and increasing interconnection between adjacent developments.

Policy 1.16.5: All development shall provide for safe, convenient, and appropriately designed traffic circulation on the site, including provisions for needed parking.

Policy 1.16.6: The City shall maintain in the land development regulations procedures and standards for planned developments to encourage mixed-use projects, to encourage traditional neighborhood development, and to encourage and allow innovative site design and development approaches.

Policy 1.16.7: The land development regulations shall determine where buffers shall be required between adjacent land uses. Buffers may be either prescriptive standards or variable and shall be defined in the land development regulations. Buffers may serve one or more of the following purposes: provide functional separations between dissimilar uses; provide landscaping adjacent to parking lots and other vehicle use areas; and provide protection from uses that may have some degree of incompatibility that can be mitigated wholly or partially to protect against light, glare, noise or appearance.

Policy 1.16.8: Public schools are an allowable use in all land use categories except conservation, parks and industrial. Public technical/training schools may be located in the industrial category. The location of schools shall be proximate to existing and planned urban residential areas to the extent possible and shall be located based on siting criteria that includes but is not limited to school size, land area, land use compatibility, environmental impacts, availability of public utilities, transportation impacts and public safety. The following criteria shall apply:

- Public elementary schools shall be sited primarily in residential areas that include housing types and densities to meet the school's enrollment capacity with students who are predominately within walking distance of the school.
- Public middle and high schools may be sited in areas with a mix of land uses, including commercial.

- Access to public school sites should be from a collector road for middle and high schools or a collector or local road for elementary schools. Ingress and egress should not create detrimental impacts on roads adjacent to the site. Approaches to the site should be safe for pedestrians, bicycles, cars and buses.
- Public utilities shall be available to the site.

Policy 1.16.9: The City shall encourage the co-location of public facilities, such as parks, libraries and community centers, with schools to the maximum extent feasible.

Policy 1.16.10: Development regulations shall require street, pedestrian and transit layouts that discourage non-residential through-traffic in residential neighborhoods, but that encourage energy and time-efficient access points and interconnections between residential areas.

Advertising Receipt

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CITY OF CLERMONT
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CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10096441
Phone: (352) 241-7331
Date: 05/08/20
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
CITY OF CLERMONT NOTICE OF PROPOSED AMENDMENT TO COMPREHEI	05/18/2020	08/10/2020	\$233.16

**CITY OF CLERMONT
NOTICE OF PROPOSED AMENDMENT
TO COMPREHENSIVE PLAN
ORDINANCE NO. 2020-21**

The City of Clermont will hold a public hearing Tuesday, June 2, 2020 at 6:30 pm before the Planning and Zoning Commission, Tuesday, June 9, 2020 (transmittal) and August 25, 2020 (final hearing) at 6:30 pm before the City Council to consider proposed changes to the Future Land Use Element of the City's adopted comprehensive plan.

Ordinance No. 2020-21:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES BY ADOPTING TEXT CHANGES TO THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN TO AMEND THE MEDIUM-DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE COMPREHENSIVE PLAN AMENDMENTS; SETTING FORTH THE PURPOSE AND INTENT OF THE COMPREHENSIVE PLAN AMENDMENTS; ESTABLISHING THE LEGAL STATUS OF THE COMPREHENSIVE PLAN AMENDMENTS; PROVIDING FOR SEVERABILITY, CONFLICT AND AN EFFECTIVE DATE.

The public hearings will be in the Council Chambers of City Hall, 685 W. Montrose St., and are open to public comment. Please call (352) 241-7309 if you have any questions.

The proposed amendment may be inspected at the City's Development

Services Office (first floor, City Hall) between 8 am and 5 pm, Monday-Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearing will need a record of the proceedings and may need to ensure a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's Office, (352) 241-7330, at least 48 hours prior to the public hearing.

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10096441
May 18, 2020 &
August 10, 2020

Payment Info	
Ad Price	\$233.16
Tax	\$0.00
Sub Total	\$233.16
Prepaid Amount	\$0.00
Balance Due	\$233.16



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, June 9, 2020	
Agenda Item Name	
Ordinance No. 2020-22 <i>Introduction CBD Density Bonus Amendment</i>	
Requested Action	
Recommend introduction of Ordinance 2020-22.	
Staff Report	
At the request of City Council, City staff is proposing a Land Development Code amendment in order to promote more housing opportunities in the Central Business District (CBD). In 2017, the City increased density in the CBD through a Density Bonus Criteria section in the code, Section 122-249. This change encouraged higher residential densities in the downtown area. The change permitted a maximum residential density in the CBD from the previous limit of 12 dwelling units per acre, to up to 25 dwelling units per acre if five mandatory requirements were met. These requirements included fee-simple ownership, minimum construction material, urban design/architecture, pedestrian improvements, and trail connection. Since the adoption of those changes in 2017, no new residential development proposals have been started or constructed with a density greater than 12 units per acre in the Central Business District. In discussions with developers, it has come to the attention of the City that two of the adopted criteria have created a barrier to higher residential density projects. The two criteria are the fee simple ownership requirement, and the use of construction materials that prohibit buildings from being constructed primarily of wood framing. The development community expressed concern that the fee-simple ownership requirement eliminated the ability to add any higher density rental product to the housing inventory of downtown. Eliminating the fee-simple ownership requirement would allow developers to pursue both fee-simple ownership (condominium) and rental product in the Central Business District. The prohibition on wood framing as a primary material has been a challenge to the development community in delivering new construction at market rates. In order to go vertical in a cost-effective manner, wood framing should be considered as an option. With a smaller footprint to build on, residential development in the CBD will have to go higher in order to achieve increased density. Wood framing is an affordable and safe solution, especially when combined with a masonry first floor podium. Requiring only masonry, precast concrete, and/or steel components as a primary material drives costs out of market for a project. Modifying this criterion in no way jeopardizes the safety requirements of projects and is authorized in the Building Code. City staff has received significant feedback from builders and developers that support changes to this section of the code. Staff is proposing to remove the fee simple requirement and the prohibition on primarily of wood framing. Staff is recommending approval of Ordinance 2020-22.	
Additional Analysis	
Fiscal Impact Summary	

Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Ord 2020-22 CBD Density Bonus Changes fee simple	Ord 2020-22 CBD Density Bonus Changes fee simple FORMATTED.docx
2.	ORDINANCE NO 2020-22 Legal Ad Proof	ORDINANCE NO 2020-22 Legal Ad Proof.pdf



CITY OF CLERMONT
ORDINANCE NO. 2020-22

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; AMENDING SECTION 122-249 DENSITY BONUS CRITERIA; 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 June 2, 2020 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 Section 122-249, Density Bonus Criteria, of the City of Clermont's Code of Ordinances;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Clermont that the Clermont Code of Ordinances, Chapter 122-249 Density Bonus Criteria is amended as set forth in the following amendments, as shown in strikethrough and underline format in Section 2.

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:

Sec. 122-249 - Density bonus criteria.

General description. An applicant may request the use of a density bonus in the central business district by including a justification statement in the description of the project in their site plan application. The attainment of a bonus requires three separate components:

- (1) Compliance with the mandatory requirements;
- (2) Utilization of the density bonus criteria;
- (3) Compatibility with the planned character of adjacent and surrounding properties.

A bonus shall not be considered an entitlement. The maximum available bonus under the proposed system below may not be appropriate in all situations. Neighborhood compatibility issues or lack of adequate infrastructure may not support the full bonus. The city council may approve a requested bonus, approve a requested bonus with conditions to mitigate the impact of the bonus, approve a lesser bonus, approve a lesser bonus with conditions to mitigate the impact of the bonus, or deny a requested bonus.

Maximum residential density in the central business district. The maximum residential density permitted in the central business district is 25 dwelling units per acre. Through the use of the bonus provisions below, the total maximum allowed residential density may be increased to 40 dwelling units per



CITY OF CLERMONT
ORDINANCE NO. 2020-22

acre in the central business district. At no time shall residential densities be increased above 40 dwelling units per acre.

Mandatory requirements for residential development in the central business district. The following items are mandatory components for any project in the central business district that is greater than 12 dwelling units per acre, including any project utilizing the density bonus provisions of this section:

~~(1) — *Ownership.* The project must be designed, constructed and sold as fee simple or condominium ownership structure.~~

(21) *Construction materials.* Durable, high-quality materials, such as stone, steel, glass, precast concrete, or masonry shall be required. Such materials and associated architectural features must wrap around all sides of the building that are visible from the public realm. Traditional stucco may be appropriate in a historic context or for a Mediterranean-style building. Buildings incorporating EIFS (exterior insulation finishing system) or other faux-stucco finish for more than ten percent of a street-facing façade do not meet this criterion.

~~Buildings constructed primarily of wood framing do not meet this criterion.~~

(32) *Urban design/architecture.* Building placement must reinforce the walkability of downtown and embrace desired pedestrian/building relationships. The primary building entrance, if a singular entrance, must be a prominent feature that is defined and articulated with pediments, pilasters, columns, porticoes, porches, overhangs, railings, or other architecturally compatible elements. Buildings on corner lots and buildings that terminate views from the public realm must incorporate additional height or other features that emphasize their prominent location.

(43) *Pedestrian improvements.* The project must include sidewalks in all public rights-of-way and a pedestrian access plan for the internal movement throughout the project.

(54) *Trail connection.* The project must be adjacent to or within 1,500 feet of a publicly dedicated trail. If not adjacent, a connection between the project site and public trail must be constructed. Any planned connection must meet the minimum design criteria for a publicly accessible trail.

SECTION 4.

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 5.

The text of Section 2 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

SECTION 6.

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



CITY OF CLERMONT
ORDINANCE NO. 2020-22

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 23rd day of June, 2020.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Advertising Receipt

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CITY OF CLERMONT
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Account Number: 7101866
Order Number: 10096453
Phone: (352) 241-7331
Date: 05/07/20
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cle	05/18/2020	06/08/2020	\$182.28

LEGAL NOTICE

hours prior to the public hearings.

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

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10096453
May 18, 2020 &
June 08, 2020

ORDINANCE NO. 2020-22

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; AMENDING SECTION 122-249 DENSITY BONUS CRITERIA; PROVIDING FOR CODIFICATION; SEVERABILITY; EFFECTIVE DATE; AND PUBLICATION.

This ordinance will be considered by the Planning & Zoning Commission on Tuesday, June 2, 2020 at 6:30 P.M.

A public meeting to consider the ordinance will be held before the City Council on Tuesday, June 23, 2020 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. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7331, at least 48

Payment Info

Ad Price	\$182.28
Tax	\$0.00
Sub Total	\$182.28
Prepaid Amount	\$0.00
Balance Due	\$182.28