



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

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

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PROCLAMATION

On-Street Bicycling Lanes

PRESENTATIONS

Recognition of Honor Guard Commanders

Recognition of City Board Member Volunteers

Certificate of Excellence in Financial Reporting Presentation - Fiscal Year 2014

School Crosswalk Presentation

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

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

Item No. 1 - Meeting Minutes

Consider request to approve minutes of the October 27, 2015 and the November 10, 2015 Regular Council meeting.

Item No. 2 - Council Meeting Schedule

Consider request to approve the 2016 City Council meeting calendar.

Item No. 3 - Contract Award

Consider request to piggyback the Florida Sheriffs Association contract to purchase fleet vehicles for the Environmental Services Department in the total amount of \$561,744.

Item No. 4 - Contract Award

Consider request to piggyback the Florida Sheriffs Association contract to purchase fleet vehicles for the Police Department in the total amount of \$451,520.50.

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| Item No. 5 - Contract Award | Consider request to piggyback the Florida Sheriffs Association contract to purchase fleet vehicles for the Public Works Department in the total amount of \$125,604. |
| Item No. 6 - Contract Award | Consider request to piggyback the Florida Sheriffs Association contract to purchase fleet vehicles for the Fire Department in the total amount of \$65,658. |
| Item No. 7 - Request For Proposal Award | Consider approval of Request for Proposals award to Cardno, Inc. to provide installation and training of an asset management software for the Environmental Services Department in the amount of \$128,488. |
| Item No. 8 - Surplus Request | Consider approval of request to declare end of life inventory as surplus from the Parks and Recreation Department and dispose of in accordance with the Purchasing Policy. |
| Item No. 9 - Resolution No. 2015-42 | Consider approval of revised Purchasing Policy. |
| Item No. 10 - Resolution No. 2015-43 | Consider approval of Resolution creating a City of Clermont Youth Council. |
| Item No. 11 - Utility Service Agreement | Consider request for water service to a single family home owned by Steven George Gray at 15630 Johns Lake Road. |
| Item No. 12 - Facility Use Agreement | Consider approval of Facility Use Agreement with Clermont Sailing Club for usage of space at the Clermont Boathouse. |
| Item No. 13 - Interlocal Agreement | Consider approval of an updated Interlocal Agreement with the Metropolitan Planning Organization. |

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Item No. 14 - Cost Share Agreement and Budget Amendment

Consider approval of Cost Share Agreement with St. Johns River Water Management District for Lower Floridan aquifer wells up to the amount of \$1,980,000 and a budget amendment in the amount of \$1,980,000.

Item No. 15 - Event Request and Open Container Request

Consider request for XClusive Caribbean Inc. to host "Taste of the World" event at Waterfront Park on March 26, 2016 with event times from 11:00 AM to 10:00 PM and allow open container for event.

UNFINISHED BUSINESS

Item No. 16 - Ordinance No. 2015-71 *Final WaterBrooke Large-Scale Comprehensive Plan Amendment*

Consider Ordinance to change the Future Land Use from Lake County Urban Low Density to Low Density Residential for property located south of State Road 50, east of Hancock Road, west of Hartle Road, and north of Johns Lake Road.

Item No. 17 - Ordinance No. 2015-76 *Final CIE Amendment*

Consider Ordinance to amend the Goals, Objectives and Policies of the Capital Improvements Element of the Comprehensive Plan to update the five-year schedule of capital improvements.

Item No. 18 - Ordinance No. 2015-77 *Final Community Redevelopment Agency Redevelopment Plan*

Consider request to approve the modified Community Redevelopment Agency Redevelopment Plan 2015.

Item No. 19 - Ordinance No. 2015-78 *Final Driveway LDC Amendment*

Consider Ordinance to amend Chapter 54 Streets, Sidewalks and other public places in the Land Development Code.

Item No. 20 - Ordinance No. 2015-79 *Final Noise LDC Amendment*

Consider Ordinance to amend Chapter 34 Environment in the Land Development Code.

Item No. 21 - Ordinance No. 2015-80 *Final CBD Rezoning*

Consider Ordinance to change the zoning for properties located within the Downtown Mixed Use Future Land Use District boundaries from M-1 Industrial, R-3 Residential/Professional, C-1 Light Commercial, and C-2 General Commercial to Central Business District.

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NEW BUSINESS

Item No. 22 - Variance Request
Arby's

Consider a variance request to allow a retaining wall up to 12 feet in height for a property located a quarter mile north of the intersection of U.S. Highway 27 and Steve's Road.

Item No. 23 - Variance Request
Advanced Watershapes

Consider five variances for property located south of State Road 50, west of Second Street, and across from Autozone.

Item No. 24 - Variance Request
Rorabaugh

Consider a variance request to allow for a side and rear yard setback of 7.5 feet rather than 25 feet located at 297 West Osceola Street.

Item No. 25 - Board Appointments

Consider Board Appointment requests and appointments to Outside Agencies.

Item No. 26 - Ordinance No. 2015-74 *Introduction
Special Events*

Consider introduction of Ordinance to standardize the process for Special Events applications.

ADJOURN

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

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

City of Clermont *Proclamation*

Whereas, the City of Clermont supports bicycles and encourages people to ride their bicycles as a transportation alternative, for recreation, and to promote a healthy lifestyle through exercise; and

Whereas, the City of Clermont promotes bicycling in creative ways which include trail riding, off-street and on-street bicycling; and

Whereas, bicycle and pedestrian safety and infrastructure continue to be a top priority for the Clermont City Council, and supports additional and expedited multimodal improvements which will increase bicycling and safety in our City; and

Whereas, the City of Clermont, Lake County and the State of Florida have over 217 miles of roads functioning as local, collector and arterial roads within the City limits; and

Whereas, the City of Clermont supports the addition of on-street bicycle lanes of at least five to seven feet be added to all new, expanded or improved arterial and collector streets within the City limits and throughout Lake County; and

Whereas, the City of Clermont supports local businesses and recognizes the enormous economic impact that bicycling has on the City and Lake;

Now, Therefore, I, Gail L. Ash, Mayor of the City of Clermont, Florida, as well as the City Council, do hereby support that on-street bicycle facilities of at least five to seven feet be provided within the City limits, and urge Lake County and municipalities within Lake County to support improvements to the streets to provide on-street bicycle transportation in accordance with the *Complete Streets Program* by the Florida Department of Transportation.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Clermont to be affixed this 8th day of December, 2015.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date	
Tuesday, December 8, 2015	
Agenda Item Name	
School Crosswalk Presentation	
Requested Action	
Staff Report	
At a previous City Council meeting during Public Comments, a resident expressed concern for her son and other students from Clermont Middle School that cross at State Road 50 and East Avenue. City staff set up a meeting that was attended Police Chief Charles Broadway, David VanDever from Public Works, James Hitt; Economic Development Director, and by four members of the Lake County School District (Marc Dodd-School Board, Steven Benson-Principal of Clermont Middle School, Will Davis-GIS Manager and Lori Davis). The Police Chief noted that there is a crossing guard for the Cypress Ridge Elementary School hours, and has researched the costs for another crossing guard for the Middle School hours. This review shows the following: <u>Number of kids for the Cypress Ridge hours:</u> Approximately 5 students cross at the intersection each morning; and, approximately 7 students cross at the intersection in the afternoon. <u>Middle School times and costs:</u> Currently our crossing guards work 2 hours per day. 1 hour in the morning and 1 hour in the afternoon. To cover the above intersection we would give a current crossing guard an additional 2 hours per day to cover East Avenue and State Road 50. Additional personnel costs for the current fiscal year is estimated to be approximately \$3,056. Crosswalk signage: The crosswalks are all striped according to code but the school crossing signage was not posted at the intersection. Clermont is attaining the two signs and arrows needed at the intersection (\$412.93). The School District has contacted FDOT which has already replied that they will site visit the crosswalk area and install the appropriate signage. Timing is not known, but FDOT has indicated this is a priority for safety. City staff will coordinate as needed to get this done. Please see attached location map and general layout for the intersection.	
Additional Analysis	
Fiscal Impact Summary	

Total estimated additional cost in the current fiscal year is approximately \$3,469.

Fiscal Impact		Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	Signage	School Crosswalk.pdf	

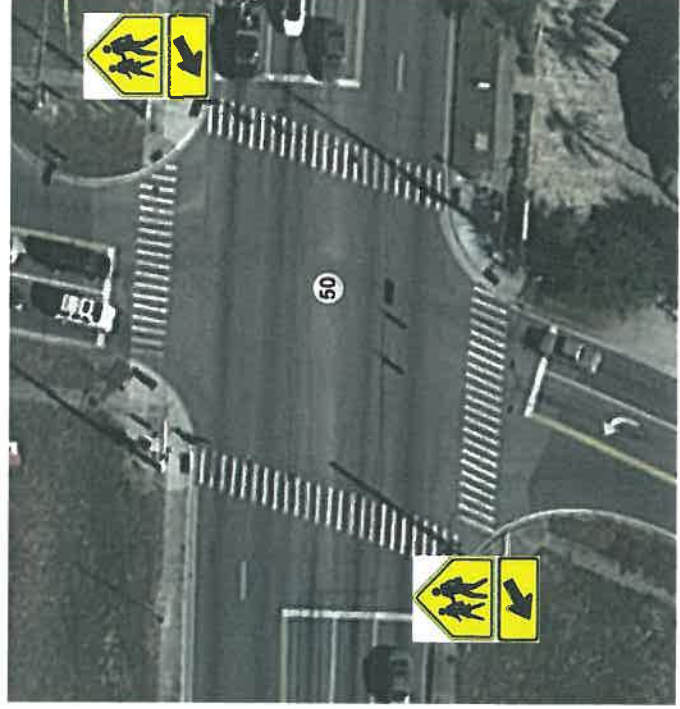
SR 50 & East Ave.



West Bound



East Bound



Sample signs w/ arrow



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October 27, 2015

The Clermont City Council met in a regular meeting on Tuesday, October 27, 2015 in the Clermont City Center. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Mullins, Bates, Travis, and Goodgame. Other City officials present were: City Manager Gray, City Attorney Mantzaris, and City Clerk Ackroyd.

INVOCATION

Pastor Jim Hewitt gave the invocation followed by the Pledge of Allegiance.

PROCLAMATION

City Clerk Ackroyd read the Small Business Saturday proclamation aloud. Mayor Ash presented the proclamation to Ron Smart, Clermont Downtown Partnership.

PRESENTATION

2040 Long Range Transportation Plan

TJ Fish presented an overview of the Lake-Sumter Metropolitan Organization 2040 Long Range Transportation Plan. The long range plan included road projects, a transit development plan, and bicycle and pedestrian projects. The plan will be available on the City's website and at MPO.com.

Council Member Goodgame commented the Citrus Grove Road project will bring more traffic onto Hancock Road north of Highway 50.

Council Member Mullins inquired who should be contacted regarding the proposed bicycle lanes. City Manager Gray stated staff will continue to actively pursue bicycle lanes with Lake County.

Council Member Mullins asked if Council could take action to officially support bicycle lanes.

Mayor Ash suggested staff develop a resolution.

City Manager Gray commented staff would work on a resolution.

PUBLIC COMMENTS

Jim Purvis asked Mr. Fish and the City Council to actively pursue restricting 18-wheelers to two lanes on US Highway 27 in Clermont. Mr. Purvis requested the restriction be included in the resolution regarding bicycle lanes.

Harry Mason stated a pro-rata share of money was set aside by Lennar Homes for a traffic signal at Heritage Hills Boulevard and Hancock Road. Mr. Mason requested the City move forward with the traffic signal. City Manager Gray stated Hancock Road was within the jurisdiction of Lake County. The City can request Lake County review the need for a traffic light at that intersection.

Charlene Forth commended the City for approving a Resolution in opposition of the bear hunt.

Ana LeBlanc stated her son, Jacob Cortez, crosses Highway 50 from East Avenue to attend middle school. Ms. LeBlanc commented the Police Department informed her that the intersection did not

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warrant a crossing guard.

City Manager Gray noted a few years ago the Lake County School Board cut their transportation budget and discontinued providing free bus service for residents within a two mile radius of a school. The City provides crossing guards for the elementary schools, however does not have the resources to provide crossing guards to the middle schools.

Council Member Goodgame inquired if Ms. LeBlanc voiced her concerns at a Lake County School Board meeting. Ms. LeBlanc stated she contacted the Lake County School Board and they were investigating placing signs at the location.

Council Member Goodgame suggested the Lake County School Board install a flashing light at Highway 50 and East Avenue. City Manager Gray will contact the Lake County School Board Superintendant.

Ms. LeBlanc commented the issue is vehicles turning right onto either East Avenue or Highway 50. Council Member Travis suggested installing 'no right turn on red' signs at the location. City Manager Gray will look into the signs.

Council Member Bates suggested using volunteers to assist at the crosswalk.

Council Member Mullins suggested using the elementary school crossing guard at the middle school after the crossing guard's shift ended. City Manager Gray commented there was an hour difference in the start time between the elementary and middle schools.

Mayor Ash requested staff address Lake County to install signs at the intersection.

REPORTS

City Manager Gray announced Council Member Travis placed 4th in the World Duathlon Championships held in Australia.

City Attorney Mantzaris – No report.

Council Member Bates announced he was appointed to the Lake County Water Safety Advisory Committee for a 1-year term.

Council Member Goodgame reported the Historic Village will be open Halloween night to hand out candy. The Methodist Church will have Trunk or Treat in their parking lot on Halloween.

Council Member Goodgame distributed an article regarding police body cameras and expressed support in moving forward with providing body cameras for the City's Police Officers. City Manager Gray commented the issue will be discussed at a future Council workshop.

Council Member Mullins commented on the various events held in downtown Clermont and encouraged the citizens to support the local businesses.

Council Member Travis thanked the Police Department for their assistance at the Great Floridian Triathlon.

Council Member Travis requested Council consider having a Youth Council. Mayor Ash spoke in

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support of having a Youth Council. City Manager Gray stated staff is researching the suggestion.

Mayor Ash represented the Lake County municipalities at the Central Florida Leadership Congress on October 16. All Aboard Florida's Orlando Station will be completed in 2017. A special presentation was made regarding funding to maintain Orlando's simulation center, which is the largest simulation center in the world. The Leadership Congress adopted a resolution in support of the funding, which will be sent to the Governor.

Mayor Ash held 'Coffee with the Mayor' on October 17 and several of the issues discussed included improvements to City parks, fees for the Champions Splash Pad, a tenant for Sweet Bay, and the needs of the homeless. She attended the Federation of Gardens Club meeting, the Kings Ridge Women's Club, and a presentation on the 2007 Charleston Tragedy.

Mayor Ash encouraged the citizens to visit the City's website.

CONSENT AGENDA

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

Item No. 1 – Meeting Minutes

Consider request to approve minutes of the September 10, 2015 First Budget Public Hearing, the September 22, 2015 Regular Council meeting, and the September 24, 2015 Final Budget Public Hearing.

Item No. 2 – Bid Award

Consider approval of bid award contract to Allstate Paving, Inc. to provide drainage and road improvements on Pitt Street, East Minneola Avenue, Roane Road, and East Montrose Street in the amount of \$781,538. The contract is to be funded from the Community Development Block Grant in the amount of \$644,000, Fiscal Year 2015 carry forwards totaling \$125,000 from the Water and Storm water Funds, and Fiscal Year 2016 funds in the amount of \$12,538.

Item No. 3 – Surplus Request and Single Source Purchase

Consider approval of single source purchase from Physio-Control, Inc. to purchase Life Pak 15 Cardiac Monitor/Defibrillators, AED, and Cardiac Rhythm generator and declare end of life inventory as surplus from the Fire Department and dispose of in accordance with the Purchasing Policy. The total price of \$120,582.35 includes \$15,000 credit for the trade-in of surplus equipment.

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| Item No. 4 – Single Source Purchase Approval | Consider approval of single source determination from CUES, Inc. to purchase one camera truck for Environmental Services Department in the total amount of \$230,200. |
| Item No. 5 – Contractor Name Change | Consider request for contractor name change from Amec Environmental & Infrastructure, Inc. to Amec Foster Wheeler Environment & Infrastructure, Inc. |
| Item No. 6 – Utility Service Agreement | Consider request for water service to a single family home owned by Bebe R. Yasin at 15520 Laguna Road. |
| Item No. 7 – Resolution No. 2015-39 | Consider approval of Resolution for an additional Deferred Compensation (457b) Option to be administered by the League of Cities. |
| Item No. 8 – Resolution No. 2015-40 | Consider approval of an annual employee (holiday) bonus program. |
| Item No. 9 – Employee Group Medical Plan | Consider approval of the proposed employee group medical plan changes effective January 1, 2016. |

Item 2 was withdrawn from the Consent Agenda.

Council Member Mullins pulled Item 8 for discussion.

Council Member Goodgame moved to approve Item 1, Items 3 through 7, and Item 9; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Council Member Mullins was opposed to possibly binding future City Council's to an employee bonus program and using the word 'bonus'.

City Manager Gray stated the Resolution was a result of legislation the state previously passed. The Council will have the ability to exclude the annual bonus during the budget process.

City Attorney Mantzaris stated the legislation requires a Resolution establishing the parameters to have a bonus program. The bonus will be dependent on the City Council budgeting the money for the program during the annual budget process.

Council Member Mullins moved to adopt item number 8; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

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UNFINISHED BUSINESS

Item No. 10 – Charlene Forth

Charlene Forth distributed DVDs from 2001 to the City Council.

City Attorney Mantzaris inquired if all of the DVDs were identical. Ms. Forth responded all the DVDs were identical.

Ms. Forth addressed the Council regarding her objection to a time limit for public comments. She requested Council listen to the public and allow them to speak for the amount of time needed to address an issue.

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

Mayor Ash asked Ms. Forth if she was objecting to the time limit for public comments. Ms. Forth stated she objected to the time limit for the public to speak and commented the public should be allowed the same amount of speaking time as a presenter.

City Attorney Mantzaris clarified the Council approved a Resolution that included the established time limits. The language in the City's Resolution is authorized by law. The law allows governmental agencies to adopt time limits for public comment on issues. The main purpose is to ensure each individual has the opportunity to address the governing body. The Resolution does provide that the time can be extended by the Mayor or the presiding officer. It is established by the City Council. It does provide that the time can be extended by the Mayor and Council can request the Mayor provide additional time. The Resolution would have to be changed if the Council would like to make changes to the time limits.

Council Member Mullins stated Mayor Turville was very generous with the time allowed for the public to speak. Mr. Mullins commented the time limit helps the public gather their thoughts. The City is very generous compared to the Lake County Board of County Commissioners and the Lake County School Board.

Jim Purvis commented it was the manner and delivery of the cut-off which displeases the public, not the amount of time to speak.

Mayor Ash stated the time limits are instituted when there are an excessive number of people who wish to address an agenda item.

Council Member Goodgame asked City Clerk Ackroyd to pull the time limit Resolution.

Allison Auld requested Council use common sense regarding the time limit for the public to speak.

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Item No. 11 – Variance Request, Arby's

Senior Planner Kruse stated the variance request was scheduled to be heard at the October 13, 2015 meeting; however the applicant asked to postpone the request at a meeting with a full Council.

The applicant is requesting six variances to build an Arby's restaurant on an out parcel in the Clermont Landings Shopping Center. The requested variances include (1) allow a western landscape buffer less than 20 feet, (2) eliminate the northern landscape buffer, (3) reduce the parking space depth to 18 feet, (4) eliminate the wheel stops and use raised curbs, (5) allow a ground sign in excess of 10 feet in height; and (6) allow the interior landscape terminal island to be less than 300 square feet and no canopy tree. Staff recommended denial of the variance requests.

Jeff Earhart; CPWG, Inc., was present on behalf of Arby's. The western portion of the property has a retaining wall and the buffer reduction request was to allow access for fire trucks. The northern buffer line slopes down to a heavily vegetated area and the proposal was to retain the current vegetation. The parking spaces will be 18 feet deep with curb stops and 2 feet of green space after the curb stops, providing for fire truck turning radius and landscaping next to the building. The landscape island reduction will allow for three extra parking spaces. The parcel has a retaining wall with a five foot setback, which does not allow for a sign between the retaining wall and the right-of-way line. The sign would be located on the steeply sloped northwest corner and the additional height requested is to bring the bottom of the sign to the same elevation of the closest retaining wall.

Mayor Ash opened the public hearing.

Jim Purvis and Judy Proli commented the project was too large for the land parcel.

Mayor Ash closed the public hearing.

Council Members Mullins and Bates spoke in agreement with Mr. Purvis and Ms. Proli.

Council Member Goodgame inquired if the building could be placed further northeast on the parcel. The project engineer commented the building could be moved northeast approximately three to four feet.

Council Member Travis asked if the building size could be reduced. The building contractor stated the square footage of the building had already been reduced.

Council Member Mullins expressed concern with the location.

Mayor Ash commented she was not opposed to eliminating the wheel stops or the exterior buffer reductions. The variances do accommodate fire truck access to the building.

Council Member Travis suggested gearing the business towards drive-thru customers.

Council Member Goodgame asked how many parking spaces were required by Code. City Manager Gray stated 22 parking spaces were required.

Council Member Bates commented the layout contained more than the required parking spaces and inquired if different layouts had been considered. Jeff Earhart stated some parking spaces could be

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removed.

Mayor Ash inquired if the applicant was willing table the request and make changes to the site plan to address Council's concerns. Mr. Earhart was in agreement.

Council Member Mullins supported elimination of the wheel stops and the length of the parking spaces. He was opposed to the sign on a 12 foot base and suggested running the fence behind a sign which meets Code. Mr. Mullins supported 12 feet of landscaping above the wall if there was attractive landscaping between the wall and US Highway 27.

Council Member Travis suggested eliminating the parking spaces not required by code and move the building further north. She suggested moving the entrance to the property. Mr. Earhart indicated moving the entrance would cut through another properties parking area. Ms. Travis noted most of Arby's customers use the drive-thru.

Mayor Ash was opposed to the sign.

Council Member Goodgame moved to table Item 11 to November 10, 2015; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Mayor Ash recessed the meeting at 8:47pm. Mayor Ash reconvened the meeting at 8:57pm.

Item No. 12 – Ordinance No. 2015-75, *Final Hearing*

City Clerk Ackroyd read Ordinance 2015-75 aloud by title only.

An Ordinance of the Code of Ordinances of the City Council of the City of Clermont, Lake County, Florida, amending the Code of Ordinances, Article IV Planned Unit Developments; Chapter 122 Zoning, Section 122-311 Purpose and Intent of Article; Section 122-313 General Requirements; Section 122-314 Location; Section 122-315 Review Criteria; Section 122-316 Procedure for Review and Approval; Section 122-317 Amendments to Development Plan; Section 122-318 Conflicting Provisions; providing for codification, severability, effective date, and publication.

Senior Planner Kruse presented the proposed ordinance to add Planned Unit Development as a new zoning district. Historically a Planned Unit Development has been approved through a Conditional Use Permit with an underlying zoning district, causing confusion when processing and recording a Planned Unit Development. Additionally, the existing process is complex when processing annexations under the Interlocal Service Boundary Agreement if the existing zoning in Lake County is a Planned Unit Development. Staff recommended approval.

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

Council Member Mullins moved to adopt Ordinance 2015-75; seconded by Council Member Goodgame. The motion passed 5 to 0 on a roll call vote.

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The next three items were heard collectively and voted on separately.

Item No. 13 – Ordinance No. 2015-70, *Final Hearing*

City Clerk Ackroyd read Ordinance 2015-70 aloud by title only.

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

NEW BUSINESS

Item No. 14 – Resolution No. 2015-24, *WaterBrooke*

City Clerk Ackroyd read Resolution 2015-24 aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, granting a Conditional Use Permit to allow for a single-family and multi-family residential Planned Unit Development in the UE Urban Estate zoning district.

Item No. 15 – Ordinance No. 2015-71, *WaterBrooke Transmittal*

City Clerk Ackroyd read Ordinance 2015-71 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, adopting the Large Scale Comprehensive Plan Amendment for the City of Clermont, Florida, pursuant to the Local Government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes; setting forth the authority for adoption of the Large Scale Comprehensive Plan Amendment; setting forth the purpose and intent of the Large Scale Comprehensive Plan Amendment; providing for the adoption of the Large Scale Comprehensive Plan Amendment; establishing the legal status of the Large Scale Comprehensive Plan Amendment; providing a severability clause and providing an effective date.

Senior Planner Kruse stated the applicant; Mattamy Homes, was requesting annexation of the vacant Jahna Sand Mine property located at 13431 Emil Jahna Road. Staff recommended approval of the annexation request.

The applicant is requesting a Conditional Use Permit for a Planned Unit Development consisting of 950 residential lots. The applicant received approval from Lake County for 894 dwelling units and recently received school concurrency approval for the additional 56 units.

The applicant requested waivers to the City's Code and staff supported (1) allowing private streets within the subdivision with gated entry and exits, (2) allowing construction of Emil Jahna Road without bikeways and incorporate 10 foot trail on the west side, (3) allowing construction of 20-foot wide, one way alleys with 12 feet of pavement if emergency access is maintained (4) allowing cut and fill up to 20 feet in the construction of Hartle Road (5) allowing street trees in front of residential lots to count toward required trees on the lot and allow trees to be less than 6 feet from curbs and sidewalks, and (6) allowing

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community amenity buildings with a maximum building height of 55 feet. The applicant has challenged several of the utility provisions included in the Conditional Use Permit. Staff's position was the conditions are per code and apply to proposed project. Staff recommended approval of the Conditional Use Permit for a Planned Unit Development, as written.

The applicant is requesting a future land use change from Lake County's Urban Low Density to the City's Low Density Residential. Upon approval by Council, the proposed change would be transmitted to the Florida Department of Economic Development and reviewing agencies for review. A final public hearing will be held in December. Staff recommended approval of transmitting the Large Scale Comprehensive Plan Amendment to change the future land use from Lake County Urban to the City's Low Density Residential.

Attorney Cecelia Bonifay was present on behalf of the applicant; Mattamy Homes, and introduced staff and representatives present.

The major access points to the proposed development will be Emil Jahna Road off of Highway 50 and the Hartle Road extension. The entrances off the new Hartle Road extension will be gated to reduce cut-through traffic for the homeowners in the surrounding area. Lake County requested 120 feet of right-of-way for the new Hartle Road extension and 100 foot of slope easement.

Tom McCarthy; Mattamy Homes Vice President, provided background information on Mattamy Homes and provided brochures of existing communities they developed.

Mayor Ash opened the public hearing.

Michael Megler represented two homeowners associations located along Island Boulevard. He read a letter from Mattamy Homes agreeing to provide gated entrances on the Island Boulevard section of the project. Mr. Megler asked to have the provision added to the Conditional Use Permit.

Judy Proli spoke in opposition of the project.

Jim Purvis expressed concern regarding the Lake County School Board approval regarding concurrency.

Mayor Ash closed the public hearing.

Council Members Mullins and Goodgame disclosed they met with Ms. Bonifay prior to the meeting.

Council Member Travis asked where the main entrance was located. Attorney Bonifay stated the main entrance was from Emil Jahna Road off of Highway 50.

Council Member Travis inquired about a sign at the main entrance. Ms. Bonifay stated a waiver request had been filed for an off-site sign, which was not approved by staff. Hartle Road is an impact fee eligible road and there is a condition stating if the developer enhances the road, the developer would have to work out an impact fee agreement with Lake County for impact fee credits. The developer is also providing right-of-way for Hooks Street.

Council Member Goodgame commented on the necessity to construct Hooks Street from Hancock Road due to the number of school buses currently having to utilize Highway 50. Attorney Bonifay stated a traffic analysis was conducted and the analysis showed Hooks Street was not needed for the development.

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Council Member Mullins commented 40% of the homes are located near the two southern gates, which will use Hartle Road. Mr. Lacey stated the access points will reduce the volume of traffic using Emil Jahana Road and Emil Jahana Road will have a traffic signal.

Council Member Travis stated annexing the development into the City would provide the City with control. Ms. Travis requested bikeways be included in the development and the lighthouse height reduced to 45 feet.

Mr. Lacey commented there would be a ten foot wide pathway designed for bicycles and pedestrians and would be out of the traffic lane. The lighthouse height elevation was due to the 40 foot elevation change from the pond surface, and another 15 to 20 foot elevation change from the traffic circle.

Council Member Mullins expressed concern regarding fire protection for the lighthouse.

Council Member Travis commented the project would impact the City's Police and Fire Departments.

Council Member Bates requested clarification on the Lake County approval. Attorney Bonifay stated it was approved by Lake County as a Planned Unit Development allowing for four units per acre. Annexing into Clermont allows up to three units per acre and the overall project is 1.76 units per acre.

Council Member Bates inquired why the project had not moved forward with Lake County. Attorney Bonifay commented the owners would like to be inside the City of Clermont city limits.

Council Member Bates asked what the breakdown was of the type of residences. Attorney Bonifay stated the development would consist of approximately 185 townhome units and the remainder would be single-family homes.

Council Member Mullins commented the project was the type of community he would like to see in the City.

Council Member Mullins moved to adopt Ordinance 2015-70; seconded by Council Member Travis. The motion passed 5 to 0 on a roll call vote.

Council Member Mullins requested clarification on the waivers.

City Attorney Mantzaris stated the waiver associated with the private streets and gated community stated it was 'allowed'. He suggested changing the wording from 'allowed' to 'required'.

Council Member Mullins moved to adopt Resolution 2015-24 as amended with the Homeowners letter, and a 45 foot height limit on the lighthouse; seconded by Council Member Travis. The motion passed 4 to 1 on a roll call vote with Council Member Goodgame opposed.

Council Member Mullins moved for introduction to transmit Ordinance 2015-71; seconded by Council Member Travis. The motion passed with all members present voting aye.

ADJOURN: With no further comments, this meeting was adjourned at 10:17pm.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
October 27, 2015

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 10, 2015

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

INVOCATION

Pastor Juan Rivera gave the invocation followed by the Pledge of Allegiance.

ELECTION RESULTS

City Clerk Ackroyd presented the General Election results for Seat 4. Bradlee Cox received 1,294 votes or 41.51 percent and Keith Mullins received 1,823 votes or 58.49 percent. Staff recommended acceptance of the General Election results.

Council Member Goodgame moved for acceptance of the election results; seconded by Council Member Mullins. The motion passed with all members present voting aye.

OATH OF OFFICE

City Clerk Ackroyd administered the Oath of Office to Ray Goodgame for Council Member Seat 2 and Keith Mullins for Council Member Seat 4.

SELECTION OF MAYOR PRO-TEM

Mayor Ash passed the gavel to Mayor Pro-Tem Goodgame.

Mayor Ash nominated Council Member Mullins; seconded by Council Member Travis. The motion passed 4 to 0 with Council Member Goodgame in opposition.

PRESENTATIONS

Writes 4 Safety

Jodi Campbell; 2015 National American Miss Florida, presented the Bicycle Safety Essay Contest she established and announced the thirty winners from five Clermont area schools. The winners received bicycles and were presented certificates by Ms. Campbell, Police Chief Broadway, and Mayor Ash; assisted by Officer Colon. Ms. Campbell thanked Police Chief Broadway and Travis Realty for the bicycles.

LakeXPress Transit Service

Ayme King; Lake County Interim Traffic Manager, provided an overview of the current fixed-route transit services and operation times. She announced the grand opening of the new Route 50 service connecting South Lake to Orange County beginning December 1, 2015. A ribbon cutting ceremony will be held at 10am on Tuesday, December 8, 2015 at South Lake Hospital.

Council Member Mullins inquired if future plans included stopping at retail areas. Ms. King stated they are looking into providing service from the current Park and Ride to the future hotels on Highway 27 and

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 10, 2015

to the Historic Downtown area.

Council Member Mullins asked if the passengers would consist of people shopping or going to work. Ms. King commented staff estimated the majority of the riders would use the transit system for going to work.

Council Member Travis inquired how many buses would cover the new route. Ms. King stated two buses would cover the route.

Council Member Goodgame asked about accommodations for handicapped riders. Ms. King commented the buses could accommodate thirty-five handicapped riders.

Council Member Bates inquired how many stops would the new route have. Ms. King stated the new route would have 110 stops.

PUBLIC COMMENTS

Mayor Ash opened for public comments.

Ana LeBlanc requested an update on the crossing guard she requested for East Avenue and State Road 50. City Manager Gray stated a meeting was held with Economic Development Director Hitt, Lake County School Board staff, Clermont Middle School staff, City staff, and Police Chief Broadway. City Manager Gray stated staff would present an update at the December 8, 2015 Council meeting.

Richard Turner expressed concern regarding traffic speeding on East Minnehaha Avenue and requested the City take action to reduce speeding.

Mayor Ash closed the public comments.

REPORTS

City Manager Gray reported the second meeting in November was cancelled. He announced Light Up Clermont would be held December 3 through December 5, 2015. The details are listed on the City's website.

City Manager Gray addressed Council regarding the current alcohol approval process. The process allows the City Manager to approve serving beer and wine at functions held inside City facilities. Staff is receiving an increase in requests to serve liquor; which currently requires Council approval. City Manager Gray requested Council allow him to approve liquor at functions held inside City facilities.

Council Member Goodgame moved to allow the City Manager to approve liquor for functions held inside City facilities; seconded by Council Member Mullins.

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

The motion passed with all members present voting aye.

City Attorney Mantzaris – No report.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 10, 2015

Council Member Bates thanked Veterans for their service to the country.

Council Member Goodgame reported the Marine Corp League will hold a tribute to Veterans at Waterfront Park on November 11, 2015 at 11am. He attended the Metropolitan Planning Organization meeting and mentioned the availability of a Florida Bicycle Law Enforcement guide and a Florida Pedestrian Law Enforcement guide. Mr. Goodgame requested the City obtain copies for the public.

Council Member Mullins stated he attended the Lake County Board of County Commissioners meeting regarding the proposed budgets for sales tax expenditures by the County, School Board, and municipalities. The Sales Tax Oversight Committee reported the entities are using the sales tax funds appropriately.

Council Member Travis reported on the Celebration of Cycling events in Clermont. The event will begin at the Clermont City Center on November 13, 2015 at 9am; followed by an evening of live music and food trucks, in conjunction with the Wine Walk. The awards banquet will be held on Saturday, November 14, 2015 from 6pm to 9pm at Heritage Hills. Ms. Travis stated there would be more than 2,300 bicyclists participating in a riding event on Sunday, November 15, 2015.

Mayor Ash commented she attended the Harvest Festival, the Diamond 9 Women's Softball Tournament, the 9th Annual Clermont Art Festival, the Caribbean-American Association of Lake County Annual Banquet, and the Community Leaders Appreciation Day. Ms. Ash reported Clermont resident Wendy Burkett's top-scoring photograph will be featured on the cover of the 2016 Lake County Adopt-a-Lake Program calendar.

CONSENT AGENDA

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

- | | |
|--|---|
| Item No. 1 – Meeting Minutes | Consider request to approve minutes of the October 13, 2015 Regular Council meeting. |
| Item No. 2 – Resolution No. 2015-41 | Consider Resolution to approve Fiscal Year 2015 budget amendments. |
| Item No. 3 – Legislative Consulting Agreement | Consider approval to piggyback Lake County Contract number 16-0203 with Gray Robinson, P.A. for Professional Services related to the State of Florida Legislature and Executive Branch of State government to identify grant opportunities, advocate for and assist the City with securing approval of City grant applications in the amount of \$40,000. |
| Item No. 4 – Legislative Priorities | Consider approval of the City of Clermont Legislative Priorities list. |
| Item No. 5 – First Amendment to Facility Management and Promotion License Agreement | Consider agreement amendment to update the Clermont Arts and Recreation Center with E & M Theatrical. |

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 10, 2015

Item No. 6 – East Avenue Study Grant

Consider approval of East Avenue Study Grant application to the Florida Department of Transportation for a \$109,752.18 grant to perform a study to determine the best contextual design for East Avenue from Minnehaha Avenue to Grand Highway. There is no match required.

Council Member Goodgame pulled Consent Item No. 5.

Council Member Bates pulled Consent Item No. 3.

Council Member Goodgame moved for approval of Consent Items 1, 2, 4, and 6; seconded by Council Member Mullins. The motion passed with all members present voting aye.

City Manager Gray stated the Gray-Robinson agreement was a piggyback with the Lake County contract to provide the City with assistance in securing grants. The City will be seeking grants and funding for the public projects involving the City's Master Plan during the legislative sessions in Tallahassee. The agreement with Gray-Robinson is for one year, has a 30-day termination clause, and the money is in the budget.

Council Member Bates inquired if the agreement was different from the agreement with Fred Fox Enterprises. City Manager Gray stated Fred Fox Enterprises' expertise is with Community Development Block Grants.

City Manager Gray reported Ms. Linders exercised the 30 day out-clause in the E & M Theatrical agreement. The City began moving forward with the transition of managing the Performing Arts Center and the amendment to the agreement ends the original agreement with E & M Theatrical.

Council Member Goodgame inquired if Ms. Linders' right-hand staff member would be hired. City Manager Gray stated current City staff have been cross-trained.

Council Member Bates asked if the City would utilize the current ticket box and equipment. City Manager Gray stated the City would purchase a ticket box and ticket sales would be transferred to the City.

Council Member Mullins expressed concern with the long term use of the facility and requested discussion at the upcoming annual Council Retreat.

Council Member Mullins moved to approve Consent Items 3 and 5; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 10, 2015

UNFINISHED BUSINESS

Item No. 7 – Variance Request; Arby's

Senior Planner Kruse stated the request was originally presented at the October 27, 2015 and was tabled to the November 10, 2015 meeting to allow the applicant time to revise the site plan. The applicant removed the following original variance requests: Request No. 3 – reduction in parking space depth; Request No. 4 – elimination of wheel stops; Request No. 5 – height of the ground sign; Request #6 – interior landscape island reduction. The applicant is requesting approval of a variance to allow for a western landscape buffer of less than 20 feet; elimination of a northern landscape buffer between abutting properties; and added a variance request for a 10-foot retaining wall fronting a Florida Department of Transportation retention pond. Staff recommended denial of the variance requests.

Jeff Earhart; CPW Engineering, provided copies of the proposed site plan indicating the location of the three requested variances. Mr. Earhart reviewed the variance requests for a landscape buffer of less than 20 feet on the western portion of the property, elimination of the northern landscape buffer, and the addition of a variance request for a retaining wall with a maximum height of 10 feet.

City Attorney Mantzaris stated the variance regarding the retaining wall was not part of the legal ad and Council could not take action on the retaining wall variance request.

Darryl Johnson; Arby's, requested approval of the western and northern landscape buffer reduction requests.

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

Council Member Mullins moved to approve Variance Requests 1 and 2; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

NEW BUSINESS

Item No. 8 – Ordinance No. 2015-76; *Introduction - Comprehensive Plan Capital Improvement Element*

Deputy City Clerk Noak read Ordinance 2015-76 aloud by title only.

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 Goals, Objectives and Policies of the Capital Improvements Element of the Comprehensive Plan; 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.

Council Member Goodgame moved for introduction of Ordinance 2015-76; seconded by Council Member Mullins. The motion passed with all members present voting aye.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 10, 2015

Item No. 9 – Ordinance No. 2015-77; *Introduction – Community Redevelopment Agency Redevelopment Plan*

Deputy City Clerk Noak read Ordinance 2015-77 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, approving a Community Redevelopment Plan for the Community Redevelopment Area located in the City of Clermont; making findings; providing for an effective date.

Council Member Goodgame moved for introduction of Ordinance 2015-77; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Item No. 10 – Ordinance No. 2015-78; *Introduction – Land Development Code Amendment*

Deputy City Clerk Noak read Ordinance 2015-78 aloud by title only.

An Ordinance of the Code of Ordinances of the City Council of the City of Clermont, Lake County, Florida, amending the Code of Ordinances, Chapter 54 Streets, Sidewalks and other Public Places, Section 54-78 Driveway Construction Standards; Chapter 98 Parking and Vehicular Use Areas, Section 98-9 Access, Section 98-10 Driveway Construction Standards; Chapter 110 Subdivisions, Section 110-274 Illustrations; providing for codification; severability; effective date; and publication.

Council Member Goodgame moved to introduce Ordinance 2015-78; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Item No. 11 – Ordinance No. 2015-79; *Introduction – Land Development Code Amendment*

Deputy City Clerk Noak read Ordinance 2015-79 aloud by title only.

An Ordinance of the Code of Ordinances of the City Council of the City of Clermont, Lake County, Florida, amending the Code of Ordinances, Chapter 34 Environment, Section 34-31 Loud, Disturbing and Unnecessary Enumeration; Section 34-32 Business Noises Adjacent to Residential Sections of the City; Section 34-33 Maintaining Noisy Premises; and adding to Chapter 34 Environment; Section 34-34 Findings of Fact; Section 34-35 Prohibited Acts; Section 34-36 Maximum Permissible Sound Level Limits; Section 34-37 Sound Measurement; Section 34-38 Exceptions; Section 34-39 Conflicts in Restrictive Standard; Section 34-40 Enforcement; Section 34-41 Other Remedies; Section 34-42 Liability of Enforcement Officer; Section 34-43 Administration; Section 34-44 Measurement of Noise; providing for codification; severability; effective date; and publication.

Council Member Goodgame moved to introduce Ordinance 2015-79; seconded by Council Member Mullins. The motion passed with all members present voting aye.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 10, 2015

Item No. 12 – Ordinance No. 2015-80, *Introduction – Downtown Mixed Use Future Land Use District*

Deputy City Clerk Noak read Ordinance 2015-80 aloud by title only.

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

Council Member Goodgame moved to introduce Ordinance 2015-80; seconded by Council Member Mullins. The motion passed with all members present voting aye.

ADJOURN: With no further comments, this meeting was adjourned at 7:52pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 8, 2015		
Agenda Item Name		
Council Meeting Schedule		
Requested Action		
Move to approve the 2016 City Council meeting calendar.		
Staff Report		
The 2016 City Council meeting schedule includes budget workshop dates as well as the First and Final Budget Public Hearings. The second meeting in December is proposed to be cancelled as the Council has approved in previous years. The second meeting in November has been cancelled in previous years, however due to the 2016 Election schedule it will be necessary to conduct business on the regularly scheduled meeting date of November 22, 2016.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2016 Council Calendar	2016 Council Calendar.pdf	

2016 COUNCIL MEETING CALENDAR

JANUARY	DATE
Regular Council Meeting	Tuesday, January 12, 2016
Regular Council Meeting	Tuesday, January 26, 2016
FEBRUARY	DATE
Regular Council Meeting	Tuesday, February 09, 2016
Regular Council Meeting	Tuesday, February 23, 2016
MARCH	DATE
Regular Council Meeting	Tuesday, March 08, 2016
Regular Council Meeting	Tuesday, March 22, 2016
APRIL	DATE
Regular Council Meeting	Tuesday, April 12, 2016
Regular Council Meeting	Tuesday, April 26, 2016

MAY	DATE
Regular Council Meeting	Tuesday, May 10, 2016
Regular Council Meeting	Tuesday, May 24, 2016
JUNE	DATE
Regular Council Meeting	Tuesday, June 14, 2016
Regular Council Meeting	Tuesday, June 28, 2016
JULY	DATE
Regular Council Meeting	Tuesday, July 12, 2016
Budget Workshop	Wednesday, July 20, 2016
Budget Workshop	Thursday, July 21, 2016
Regular Council Meeting	Tuesday, July 26, 2016
AUGUST	DATE
Regular Council Meeting	Tuesday, August 11, 2015
Regular Council Meeting	Tuesday, August 25, 2015

SEPTEMBER	DATE
First Budget Public Hearing	Thursday, September 08, 2016
Regular Council Meeting	Tuesday, September 13, 2016
Final Budget Public Hearing	Thursday, September 22, 2016
Regular Council Meeting	Tuesday, September 27, 2016
OCTOBER	DATE
Regular Council Meeting	Tuesday, October 11, 2016
Regular Council Meeting	Tuesday, October 25, 2016
NOVEMBER	DATE
Regular Council Meeting	Tuesday, November 08, 2016
Regular Council Meeting	Tuesday, November 22, 2016
DECEMBER	DATE
Regular Council Meeting	Tuesday, December 13, 2016
CANCEL	Tuesday, December 27, 2016
Regular Council Meeting	



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 8, 2015		
Agenda Item Name		
Contract Award		
Requested Action		
Move to approve piggyback contract with the Florida Sheriffs Association to purchase fleet vehicles for the Environmental Services Department in the total amount of \$561,744.		
Staff Report		
The Purchasing Department and the Environmental Services Department recommend approval of the above action. At the request of the Environmental Services Department, the Purchasing Department sought a contract from the Florida Sheriffs Association number 15-23-0904 and 15-13-0904 to purchase the following fleet vehicles: <u>FSA Contract Number 15-23-0904</u> Four (4) new 2016 Ford F-150, Reg Cab 4x2 (F1C), specification #45, Duval Ford. One (1) new 2016 Ford F-250, Reg Cab 4x2 (F2A), specification #51, Duval Ford. One (1) new 2016 Ford F-250, Reg Cab 4x4 (F2B), specification #52, Duval Ford. <u>FSA Contract Number 15-13-0904</u> One (1) new 2016 Side Loader Refuse Truck, specification #15, Container Systems. One (1) new 2016 Clam Truck, specification #12, Bachrodt Freightliner. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1611-004 and 1611-005 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve to piggyback the Florida Sheriffs Association contract number 15-13-0904 titled Police Rated, Administrative, Utility Vehicle, Trucks & Vans and contract number 15-13-0904 titled Cab & Chassis & Other Fleet Equipment. The Florida Sheriffs Association contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
Purchase is included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount

\$561,744.00		various	\$564,000.00
Exhibits Attached (copies of original agreements)			
1.	RFI 1611-004	RFI 1611-004.pdf	
2.	Vehicle Quotes	Environmental Servives Vehicle Quotes.pdf	
3.	RFI 1611-005	RFI 1611-005.pdf	
4.	Specialty Vehicles Quote	Environmental Services Specialty Vehicle Quotes.pdf	



REQUEST FOR INFORMATION

Intent to Utilize the Florida Sheriffs Association Contract to Purchase Fleet Vehicles

CONTACT INFORMATION: Freddy L. Suarez, MPA, CPPB Purchasing Director EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350	RFI No. 1611-004	ISSUED DATE: November 10, 2016
NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>November 19, 2015 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>		

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

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

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

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

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Environmental Services

(b) Company Information: Duval Ford Fleet Sales

(c) Contract Number and Title: 15-23-0904 / Police Rated, Administrative, Utility Vehicle, Trucks & Vans

(d) Length of Contract: One (1) year from October 1, 2015 to September 30, 2016.

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

Four (4) new 2016 Ford F-150, Reg Cab 4x2 (F1C), specification #45

One (1) new 2016 Ford F-250, Reg Cab 4x2 (F2A), specification #51

One (1) new 2016 Ford F-250, Reg Cab 4x4 (F2B), specification #52

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.



CLERMONT ENVIRONMENTAL SERVICES

Prepared for: CLERMONT ENVIRONMENTAL SERVICES HEATHER WOODING 352-241-0178 HWOODING@CLERMONTFL.ORG		Contract Holder Duval Ford Fleet Sales Bambi Darr (Work) 904-388-2144 (Fax) 904-387-6816 (Cell) 910-622-6544 Bambi.darr@duvalfleet.com 1616 Cassat Ave. Jax, FL 32210		DATE: 11/5/15
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL				
<i>I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #15.13.0904 chassis / 15.23.0904. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.</i>				
Labor	Code	Equipment	Price	
0	SPEC #45	2016 FORD F-150 REG CAB 4X2 (F1C)	\$	18,403.00
0	96W	SPRAY ON BEDLINER	\$	494.00
0	85H	BACKUP ALARM- FACTORY INSTALLED	\$	124.00
0	TEMP	TEMPORARY TAG	\$	6.00
0	RFC	Regional freight charge per vehicle for alternative zone purchasing per section 3.54 paragraph A, item 1b.	\$	395.00
0		Per terms and specifications 1.14, pre-delivery service inspection and all delivery requirements, plus additional	\$	-
0		fleet simple key included. Not applicable when agency is domiciled in same zone as the base award. Amount is	\$	-
0		calculated via statistical algorithm utilizing trending market sales data and median variable freight costs	\$	-
0		within certain statistical mileage data points within the state of Florida. Any dollar volume credit to this unit	\$	-
0		cost, where applicable, is derived per section 3.55 1	\$	-
			\$	-
UNIT COST			\$	19,422.00
TOTAL QUANTITY		4	TOTAL PURCHASE	
			\$	77,688.00



CLERMONT ENVIRONMENTAL SERVICES

Prepared for:		Contract Holder	DATE:
CLERMONT ENVIRONMENTAL SERVICES		Duval Ford Fleet Sales	11/5/15
HEATHER WOODING		Bambi Darr	
352-241-0178		(Work) 904-388-2144	
HWOODING@CLERMONTFL.ORG		(Fax) 904-387-6816	
		(Cell) 910-622-6544	
		Bambi.darr@duvalfleet.com	
		1616 Cassat Ave. Jax, FL 32210	
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL			
 I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #15.13.0904 chassis / 15.23.0904. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.			
Labor	Code	Equipment	Price
0	SPEC #51	2016 FORD F-250 REG CAB 4X2 (F2A)	\$ 19,625.00
0	52B	ELECTRIC BRAKE CONTROLLER	\$ 269.00
0	SBS	SPRAY ON BEDLINER FOR SERVICE BODY	\$ 785.00
0	SLU-98ASW	9' READING UTILITY BODY- Reading sl series with complete stainless steel rotary locks with paddle handles or stainless steel 3point t-handle locks exclusive dual-pro door seal system stainless steel bolt-on block hinges seamless wheelhouse panel incandescent stop, tail, turn and clearance lightslam action tailgate with diamond pattern facer, and stainless steel knee brace hardware. See (31b) Reading ship through	\$ 5,200.00
0	31V.31B	SHIP THROUGH INCL CERTIFICATION AND DEALER PDI	\$ 543.00
0	BUA	BACKUP ALARM	\$ 130.00
0	TEMP	TEMPORARY TAG	\$ 6.00
0	RFC	Regional freight charge per vehicle for alternative zone purchasing per section 3.54 paragraph A, item 1b.	\$ 426.00
0		Per terms and specifications 1.14, pre-delivery service inspection and all delivery requirements, plus additional	\$ -
0		fleet simple key included. Not applicable when agency is domiciled in same zone as the base award. Amount is	\$ -
0		calculated via statistical algorithm utilizing trending market sales data and median variable freight costs	\$ -
0		within certain statistical mileage data points within the state of Florida. Any dollar volume credit to this unit	\$ -
0		cost, where applicable, is derived per section 3.55 1	\$ -
UNIT COST			\$ 26,984.00
TOTAL QUANTITY		1	TOTAL PURCHASE \$ 26,984.00



CLERMONT ENVIRONMENTAL SERVICES

Prepared for:		Contract Holder	DATE:
CLERMONT ENVIRONMENTAL SERVICES		Duval Ford Fleet Sales	11/5/15
HEATHER WOODING		Bambi Darr	
352-241-0178		(Work) 904-388-2144	
HWOODING@CLERMONTFL.ORG		(Fax) 904-387-6816	
		(Cell) 910-622-6544	
		Bambi.darr@duvalfleet.com	
		1616 Cassat Ave. Jax, FL 32210	
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL			
 I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #15.13.0904 chassis / 15.23.0904. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.			
Labor	Code	Equipment	Price
0	SPEC #52	2016 FORD F-250 REG CAB 4X4 (F2B)	\$ 22,387.00
	52B	ELECTRIC BRAKE CONTROLLER	\$ 269.00
0	SBS	SPRAY ON BEDLINER FOR SERVICE BODY	\$ 785.00
0	SUL98ASW	9' READING UTILITY BODY- Reading sl series with complete stainless steel rotary locks with paddle handles or stainless steel 3point t-handle locks exclusive dual-pro door seal system stainless steel bolt-on block hinges seamless wheelhouse panel incandescent stop, tail, turn and clearance lightslam action tailgate with diamond pattern facer, and stainless steel knee brace hardware. See (31b) Reading ship through. flip top lids add \$900. Includes 66d bed credit	\$ 5,117.00
0	31V.31B	SHIP THROUGH INCL CERTIFICATION AND DEALER PDI	\$ 543.00
0	BUA	BACKUP ALARM	\$ 130.00
0	TEMP	TEMPORARY TAG	\$ 6.00
0	RFC	Regional freight charge per vehicle for alternative zone purchasing per section 3.54 paragraph A, item 1b.	\$ 426.00
0		Per terms and specifications 1.14, pre-delivery service inspection and all delivery requirements, plus additional	\$ -
0		fleet simple key included. Not applicable when agency is domiciled in same zone as the base award. Amount is	\$ -
0		calculated via statistical algorithm utilizing trending market sales data and median variable freight costs	\$ -
0		within certain statistical mileage data points within the state of Florida. Any dollar volume credit to this unit	\$ -
0		cost, where applicable, is derived per section 3.55 1	\$ -
UNIT COST			\$ 29,663.00
TOTAL QUANTITY		1	TOTAL PURCHASE \$ 29,663.00



REQUEST FOR INFORMATION

Intent to Utilize the Florida Sheriffs Association Contract to Purchase Fleet Vehicles

CONTACT INFORMATION: Freddy L. Suarez, MPA, CPPB Purchasing Director EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350	RFI No. 1611-005	ISSUED DATE: November 10, 2016
	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>November 19, 2015 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

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

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

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

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

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Environmental Services

(b) Company Information: Container Systems & Equipment Co., Inc. and Lou Bachrodt Freightliner

(c) Contract Number and Title: 15-13-0904 / Cab & Chassis & other Fleet Equipment

(d) Length of Contract: One (1) year from October 1, 2015 to September 30, 2016.

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

One (1) new 2016 Side Loader Refuse Truck, specification #15, Container Systems.

One (1) new 2016 Clam Truck, specification #12, Bachrodt Freightliner.

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.

Container Systems & Equipment Co. Inc.

DATE: October 20, 2015

TO: Mr. Brian Camp
Environmental Services Manager
City of Clermont

RE: Price quotation for Crane Carrier Low Entry Cab Chassis with Wayner Curbtender sideloader body from the Florida Sheriff's Contract # 15-13-0904 Specification #15 (60,000 GVW Refuse Truck)

BASE BID SPECIFICATIONS

2015 or 2016 CCC LET2 (low entry tilt) chassis, 60,000 lbs. GVW, galvanized steel, 60 degree tilt, 19" floor height both sides, left side driving position with air ride seat, full doors with w/manual windows, air conditioning, CD player, dual cab fans, air horn, electric wipers, white paint,
Cummins ISX 320R- 320hp -1150 ft.lbs. torque
w/ Leece Neville 160 amp alternator, diesel particulate filter (DPF), selective catalytic reduction (SCR) muffler
Allison 4500RDS transmission, w/ oil cooler inside radiator,
Dana-Spicer D2000 - 20,000 lb. front axle, Dana-Spicer DS405P - 40,000 lbs. tandem rear axle,
Hendrickson HN402 40,000lb. suspension, Wabco System Saver air dryer, 80 gallon fuel tank, 10 gallon DEF tank
tires: front - 11R 22.5 - 16 ply -Bridgestone R250ED - 22.5" x 8.25" disc wheels
rear - 11R 22.5 - 16 ply - Bridgestone M843, 22.5" x 8.25" disc wheels

Cost:		\$181,692.
	Specification Adjustments for the City of Clermont	
	Change ISX engine to ISL 380 horsepower (deduct)	- 5,339
	Add Ridewell RDS 209 rear steer suspension (46,000 lbs capacity), with ATC (automatic traction control) (includes 12Rx22.5 tires on drive axle and 425R x 22.5 on tag axle)	+ 4,767
	Change to right side steering only with electric Moto-Mirrors	+ 1,265
	Add 12 volt assist pump	+ 630
	Change to electric roll down windows	+ 887
Subtotal:		\$ 183,902
DEDUCT:	Freight credit to Wayne (Cedar Falls, Iowa)	(2,565)
Chassis Total:		\$ 181,337

BASE BID SPECIFICATIONS

Wayne Curbtender 27 cu.yd. automated side loader including the following: front pump system under cab, Dual controls (joystick and 3-rocker switches), Co-Ordinator one touch dumping option, LED lights with LED strobes on tailgate, manual hopper cover, hopper clean-out tool, dual color camera system (backup and hopper), white paint steel upgrade package (10 gauge 80K body sides, 3/8" AR450 hopper floor with liner, 1/4" AR450 hopper sides)

Cost:		\$ 114,409.
	Specification Adjustments for the City of Clermont	
	Add auto-lube system for lifting arm	+ 3,300
	Add Chevron Clarity biodegradable hydraulic oil	+ 1,000
Subtotal:		\$ 118,709
SUBTOTAL:	Chassis \$181,337 + Body \$118,709	\$ 300,046
	LESS: Additional factory discount (Crane Carrier - deduct \$2,500)	- 2,500
TOTAL		\$ 297,546

NOTE: Available options: Cummins PP1 - 5 year extended warranty - \$2200
Cummins After treatment 5 year extended warranty - \$650 (must be purchased with PP1)

Delivery: 150 to 180 days

Respectfully,


Robert Barton

Summary of Proposed Truck Specifications

**2015 or 2016 Crane Carrier Chassis LET2
with Wayne Curbtender Automated Body**

- Cab:** Low entry cab in galvanized steel, 60 degree tilt, 19" floor height both sides, right side steering only, Sears air ride asphalt gray seat on right side, non-suspension left side seat, right side tilt/telescopic steering column, full size doors open 90 degrees, electric windows, 4-way adjustable electric heated Moto-Mirrors, right-side instrumentation, LED lights, 10# fire extinguisher, warning triangles, CD player, dual cab fans, air horn, electric wipers, 12 volt cab assist tilt pump, daytime running lights, air conditioning, white paint
- Chassis:** **66,000 lbs. GVW**
Cummins ISL 380 - 380hp 1300 ft.lbs. torque diesel engine
w/ Leece-Neville 160 amp alternator, Cummins engine protection package,
Cummins fuel/water separator, 18.7 CFM air compressor
1,824 sq.in.radiator with 32" nine blade hydraulically driven fan
DPF (diesel particulate filter) with SCR (Selective Catalyst Reduction)
10 gallon DEF tank (diesel exhaust fluid)
Allison 4500RDS transmission,
Dana D2000F, 20,000 lb. front axle, w/ 20,000 lbs. springs
Dana S26-190 -26,000 lbs. rear axle with dual 12Rx22.5 Bridgestone M843 tires
w/ Ridewell RDS-209 air/steer suspension
46,000lb. capacity with single 425/65Rx22.5 Bridgestone M844F tires on tag
Eaton 6 channel anti-lock brake system and traction control
Wabco System Saver air dryer
tires: front - 315/80R 22.5 - 20 ply -- Bridgestone M860
rear - 12R 22.5 - 16 ply -- Bridgestone M843
tag - 425/65R x 22.5 - 20 ply -- Bridgestone M854F
wheels: front - 22.5 x 9.0 aluminum disc
rear - 22.5 x 8.25 aluminum disc
tag - 22.5 x 12.25 aluminum disc
80 gallon aluminum fuel tank, battery disconnect with pilot light
- Body:** **Wayne Curbtender 27 cu.yd. Automated Sideloader Body** including:
Front tandem pump system under cab
2,000 lb. capacity lift arm, operates at idle
Tip to dump body with single stage packing cylinder
Dual arm controls, joystick and 3 rocker switches
Co-Ordinator automatic arm control - one touch cart dumping
Wayne automatic arm greasing system
Full LED lights including reverse lamps, LED strobes on tailgate
3 work lights, hopper cleanout tool, manual hopper cover
3/8" hopper floor (AR450), 1/4" hopper sides (AR450),
Hopper floor and sidewall liner upgrade
10 gauge 80K body side upgrade
Chevron Clarity biodegradable hydraulic oil

CLERMONT CITY OF
PETERSEN TL-3 WITH 1824

QUOTATION

M2 106 CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP
CUM ISB 6.7-250 250 HP @ 2300 RPM, 2600 GOV, 660	SINGLE FRONT AXLE
LB/FT @ 1600 RPM	12,000# DUAL TAPERLEAF FRONT SUSPENSION
ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL
PTO PROVISION	CAB
RS-21-160 21,000# R-SERIES SINGLE REAR AXLE	6025MM (237 INCH) WHEELBASE
21,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING	11/32X3-1/2X10-15/16 INCH STEEL FRAME
REAR SUSPENSION WITH LEAF SPRING	(8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
HELPER	1925MM (76 INCH) REAR FRAME OVERHANG

	TOTAL # OF UNITS (1)	PER UNIT	TOTAL
VEHICLE PRICE	\$	\$	
EXTENDED WARRANTY	\$	\$	
DEALER INSTALLED OPTIONS	\$	\$	
CUSTOMER PRICE BEFORE TAX	\$	\$	

TAXES AND FEES

TAXES AND FEES	\$	\$	
OTHER CHARGES	\$	\$	

TRADE-IN

TRADE-IN ALLOWANCE		\$	(0)	\$	(0)
BALANCE DUE	(LOCAL CURRENCY)	\$	129,863	\$	129,863

COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.

SPECIFICATION PROPOSAL

Description

Price Level

M2 PRL-10M (EFF:02/11/15)

Data Version

SPECPRO21 DATA RELEASE VER 001

Vehicle Configuration

M2 106 CONVENTIONAL CHASSIS
2016 MODEL YEAR SPECIFIED
SET BACK AXLE - TRUCK
STRAIGHT TRUCK PROVISION
LH PRIMARY STEERING LOCATION

General Service

TRUCK CONFIGURATION
DOMICILED, USA (EXCLUDING CALIFORNIA AND
CARB OPT-IN STATES)
PICKUP AND DELIVERY/SHORT HAUL SERVICE
GOVERNMENT BUSINESS SEGMENT
FIXED LOAD COMMODITY
TERRAIN/DUTY: 10% (SOME) OF THE TIME, IN
TRANSIT, IS SPENT ON NON-PAVED ROADS
MAXIMUM 8% EXPECTED GRADE
MAINTAINED GRAVEL OR CRUSHED ROCK -
MOST SEVERE IN-TRANSIT (BETWEEN SITES)
ROAD SURFACE
MEDIUM TRUCK WARRANTY
EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs
EXPECTED REAR DRIVE AXLE(S) LOAD :
21000.0 lbs
EXPECTED GROSS VEHICLE WEIGHT CAPACITY
: 33000.0 lbs

Truck Service

FLATBED/PLATFORM/STAKE BODY

Description

EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE
FRAME "XX" INCHES : 32.0 in

Engine

CUM ISB 6.7-250 250 HP @ 2300 RPM, 2600 GOV,
660 LB/FT @ 1600 RPM

Electronic Parameters

75 MPH ROAD SPEED LIMIT
CRUISE CONTROL SPEED LIMIT SAME AS ROAD
SPEED LIMIT
PTO MODE ENGINE RPM LIMIT - 1100 RPM
PTO MODE BRAKE OVERRIDE - SERVICE
BRAKE APPLIED
PTO RPM WITH CRUISE SET SWITCH - 700 RPM
PTO RPM WITH CRUISE RESUME SWITCH - 800
RPM
PTO MODE CANCEL VEHICLE SPEED - 5 MPH
PTO GOVERNOR RAMP RATE - 250 RPM PER
SECOND
PTO MINIMUM RPM - 700
REGEN INHIBIT SPEED THRESHOLD - 5 MPH

Engine Equipment

2015 ONBOARD DIAGNOSTICS/2010
EPA/CARB/GHG14
NO 2008 CARB EMISSION CERTIFICATION
STANDARD OIL PAN
ENGINE MOUNTED OIL CHECK AND FILL
ONE PIECE VALVE COVER
SIDE OF HOOD AIR INTAKE WITH FIREWALL
MOUNTED DONALDSON AIR CLEANER
DR 12V 160 AMP 28-SI QUADRAMOUNT PAD
ALTERNATOR WITH REMOTE BATTERY VOLT
SENSE
(2) ALLIANCE MODEL 1131, GROUP 31, 12 VOLT
MAINTENANCE FREE 1900 CCA THREADED
STUD BATTERIES, NON FCCC ONLY
BATTERY BOX FRAME MOUNTED
STANDARD BATTERY JUMPERS
SINGLE BATTERY BOX FRAME MOUNTED LH
SIDE UNDER CAB
WIRE GROUND RETURN FOR BATTERY CABLES
WITH ADDITIONAL FRAME GROUND RETURN
NON-POLISHED BATTERY BOX COVER

Description

POSITIVE LOAD DISCONNECT WITH CAB
MOUNTED CONTROL SWITCH MOUNTED
OUTBOARD DRIVER SEAT

CUMMINS TURBOCHARGED 18.7 CFM AIR
COMPRESSOR WITH INTERNAL SAFETY VALVE

STANDARD MECHANICAL AIR COMPRESSOR
GOVERNOR

AIR COMPRESSOR DISCHARGE LINE

ELECTRONIC ENGINE INTEGRAL SHUTDOWN
PROTECTION SYSTEM

RH INBOARD FRAME MOUNTED HORIZONTAL
DPF AND SCR WITH HORIZONTAL TAILPIPE

ENGINE AFTERTREATMENT DEVICE,
AUTOMATIC OVER THE ROAD REGENERATION
AND DASH MOUNTED REGENERATION
REQUEST SWITCH

STANDARD EXHAUST SYSTEM LENGTH

RH STANDARD HORIZONTAL TAILPIPE

6 GALLON DIESEL EXHAUST FLUID TANK

100 PERCENT DIESEL EXHAUST FLUID FILL

LH MEDIUM DUTY STANDARD DIESEL EXHAUST
FLUID TANK LOCATION

STANDARD DIESEL EXHAUST FLUID PUMP
MOUNTING

STANDARD DIESEL EXHAUST FLUID TANK CAP

HORTON HT650 FRONTAL AIR ON/OFF ENGINE
FAN CLUTCH

AUTOMATIC FAN CONTROL WITHOUT DASH
SWITCH, NON ENGINE MOUNTED

CUMMINS SPIN ON FUEL FILTER

FULL FLOW OIL FILTER

950 SQUARE INCH ALUMINUM RADIATOR

ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE-
CHARGED SCA HEAVY DUTY COOLANT

GATES BLUE STRIPE COOLANT HOSES OR
EQUIVALENT

CONSTANT TENSION HOSE CLAMPS FOR
COOLANT HOSES

RADIATOR DRAIN VALVE

LOWER RADIATOR GUARD

ALUMINUM FLYWHEEL HOUSING

ELECTRIC GRID AIR INTAKE WARMER

DELCO 12V 29MT STARTER WITH INTEGRATED
MAGNETIC SWITCH

Description

Transmission

ALLISON 3500 RDS AUTOMATIC TRANSMISSION
WITH PTO PROVISION

Transmission Equipment

ALLISON VOCATIONAL PACKAGE 223 -
AVAILABLE ON 3000/4000 PRODUCT FAMILIES
WITH VOCATIONAL MODELS RDS, HS, MH AND
TRV

ALLISON VOCATIONAL RATING FOR ON/OFF
HIGHWAY APPLICATIONS AVAILABLE WITH ALL
PRODUCT FAMILIES

PRIMARY MODE GEARS, LOWEST GEAR 1,
START GEAR 1, HIGHEST GEAR 8, AVAILABLE
FOR 3000/4000 PRODUCT FAMILIES ONLY

SECONDARY MODE GEARS, LOWEST GEAR 1,
START GEAR 1, HIGHEST GEAR 6, AVAILABLE
FOR 3000/4000 PRODUCT FAMILIES ONLY

NEUTRAL AT STOP - DISABLED, FUELSENSE -
DISABLED

VEHICLE INTERFACE WIRING CONNECTOR
WITH OUT BLUNT CUTS, AT END OF FRAME

ELECTRONIC TRANSMISSION CUSTOMER
ACCESS CONNECTOR FIREWALL MOUNTED

CUSTOMER INSTALLED CHELSEA 277 SERIES
PTO

PTO MOUNTING, LH SIDE OF MAIN
TRANSMISSION

MAGNETIC PLUGS, ENGINE DRAIN,
TRANSMISSION DRAIN, AXLE(S) FILL AND
DRAIN

PUSH BUTTON ELECTRONIC SHIFT CONTROL,
DASH MOUNTED

TRANSMISSION PROGNOSTICS - ENABLED 2013

WATER TO OIL TRANSMISSION COOLER, IN
RADIATOR END TANK

TRANSMISSION OIL CHECK AND FILL WITH
ELECTRONIC OIL LEVEL CHECK

SYNTHETIC TRANSMISSION FLUID (TES-295
COMPLIANT)

Front Axle and Equipment

DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74
DROP SINGLE FRONT AXLE

MERITOR 15X4 Q+ CAM FRONT BRAKES

NON-ASBESTOS FRONT BRAKE LINING

Description

CONMET CAST IRON FRONT BRAKE DRUMS
FRONT BRAKE DUST SHIELDS
SKF SCOTSEAL PLUS XL FRONT OIL SEALS
VENTED FRONT HUB CAPS WITH WINDOW,
CENTER AND SIDE PLUGS - OIL
STANDARD SPINDLE NUTS FOR ALL AXLES
MERITOR AUTOMATIC FRONT SLACK
ADJUSTERS
TRW THP-60 POWER STEERING
POWER STEERING PUMP
2 QUART SEE THROUGH POWER STEERING
RESERVOIR
SYNTHETIC 75W-90 FRONT AXLE LUBE

Front Suspension

12,000# DUAL TAPERLEAF FRONT SUSPENSION
MAINTENANCE FREE RUBBER BUSHINGS -
FRONT SUSPENSION
FRONT SHOCK ABSORBERS

Rear Axle and Equipment

RS-21-160 21,000# R-SERIES SINGLE REAR
AXLE
6.14 REAR AXLE RATIO
IRON REAR AXLE CARRIER WITH STANDARD
AXLE HOUSING
MXL 17T MERITOR EXTENDED LUBE MAIN
DRIVELINE WITH HALF ROUND YOKES
DRIVER CONTROLLED TRACTION
DIFFERENTIAL - SINGLE REAR AXLE
(1) DRIVER CONTROLLED DIFFERENTIAL LOCK
REAR VALVE FOR SINGLE DRIVE AXLE
BLINKING LAMP WITH EACH MODE SWITCH,
DIFFERENTIAL UNLOCK WITH IGNITION OFF,
ACTIVE <5 MPH
MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR
BRAKES, DOUBLE ANCHOR, FABRICATED
SHOES
NON-ASBESTOS REAR BRAKE LINING
BRAKE CAMS AND CHAMBERS ON FORWARD
SIDE OF DRIVE AXLE(S)
CONMET CAST IRON REAR BRAKE DRUMS
REAR BRAKE DUST SHIELDS
SKF SCOTSEAL PLUS XL REAR OIL SEALS

Description

HALDEX GOLDSEAL LONGSTROKE 1-DRIVE
AXLE SPRING PARKING CHAMBERS
MERITOR AUTOMATIC REAR SLACK
ADJUSTERS
SYNTHETIC 75W-90 REAR AXLE LUBE

Rear Suspension

21,000# 52 INCH VARIABLE RATE MULTI-LEAF
SPRING REAR SUSPENSION WITH LEAF
SPRING HELPER
SPRING SUSPENSION - NO AXLE SPACERS
STANDARD U-BOLT PAD

Brake System

AIR BRAKE PACKAGE
WABCO 4S/4M ABS WITHOUT TRACTION
CONTROL
REINFORCED NYLON, FABRIC BRAID AND WIRE
BRAID CHASSIS AIR LINES
FIBER BRAID PARKING BRAKE HOSE
STANDARD BRAKE SYSTEM VALVES
STANDARD AIR SYSTEM PRESSURE
PROTECTION SYSTEM
STD U.S. FRONT BRAKE VALVE
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE,
NO REAR PROPORTIONING VALVE
WABCO SS-1200 PLUS AIR DRYER WITH
INTEGRAL AIR GOVERNOR AND HEATER
AIR DRYER MOUNTED INBOARD ON LH RAIL
STEEL AIR BRAKE RESERVOIRS MOUNTED
UNDER CAB STEPS AND INSIDE FRAME JUST
FORWARD OF REAR SUSPENSION
CLEAR FRAME RAILS FROM BACK OF CAB TO
FRONT REAR SUSPENSION BRACKET, BOTH
RAILS OUTBOARD
BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER
ON ALL TANK(S)

Trailer Connections

UPGRADED CHASSIS MULTIPLEXING UNIT
UPGRADED BULKHEAD MULTIPLEXING UNIT

Wheelbase & Frame

6025MM (237 INCH) WHEELBASE
11/32X3-1/2X10-15/16 INCH STEEL FRAME
(8.73MMX277.8MM/0.344X10.94 INCH) 120KSI

Description

1925MM (76 INCH) REAR FRAME OVERHANG
FRAME OVERHANG RANGE: 71 INCH TO 80
INCH
CALC'D BACK OF CAB TO REAR SUSP C/L (CA) :
171.45 in
CALCULATED EFFECTIVE BACK OF CAB TO
REAR SUSPENSION C/L (CA) : 168.45 in
CALC'D FRAME LENGTH - OVERALL : 342.39
CALC'D SPACE AVAILABLE FOR DECKPLATE :
171.45 in
CALCULATED FRAME SPACE LH SIDE : 143.08
in
CALCULATED FRAME SPACE RH SIDE : 176.14
in
SQUARE END OF FRAME
FRONT CLOSING CROSSMEMBER
STANDARD WEIGHT ENGINE CROSSMEMBER
STANDARD MIDSHIP #1 CROSSMEMBER(S)
STANDARD REARMOST CROSSMEMBER
STANDARD SUSPENSION CROSSMEMBER

Chassis Equipment

THREE-PIECE 14 INCH STEEL CENTER BUMPER
WITH FLEXIBLE PLASTIC ENDS
FRONT TOW HOOKS - FRAME MOUNTED
BUMPER MOUNTING FOR SINGLE LICENSE
PLATE
FENDER AND FRONT OF HOOD MOUNTED
FRONT MUDFLAPS
GRADE 8 THREADED HEX HEADED FRAME
FASTENERS

Fuel Tanks

60 GALLON/227 LITER RECTANGULAR
ALUMINUM FUEL TANK - LH
RECTANGULAR FUEL TANK(S)
PLAIN ALUMINUM/PAINTED STEEL
FUEL/HYDRAULIC TANK(S) WITH PAINTED
BANDS
FUEL TANK(S) FORWARD
PLAIN STEP FINISH
FUEL TANK CAP(S)
ALLIANCE FUEL FILTER/WATER SEPARATOR
WITH PRIMER PUMP

Description

EQUIFLO INBOARD FUEL SYSTEM
HIGH TEMPERATURE REINFORCED NYLON
FUEL LINE

Tires

HANKOOK AL11 11R22.5 14 PLY RADIAL FRONT
TIRES
HANKOOK DL11 11R22.5 14 PLY RADIAL REAR
TIRES

Hubs

CONMET PRESET PLUS IRON FRONT HUBS
CONMET PRESET PLUS IRON REAR HUBS

Wheels

MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT
6.20 INSET 2-HAND STEEL DISC FRONT
WHEELS
MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT
2-HAND STEEL DISC REAR WHEELS
FRONT WHEEL MOUNTING NUTS
REAR WHEEL MOUNTING NUTS

Cab Exterior

106 INCH BBC FLAT ROOF ALUMINUM
CONVENTIONAL CAB
LEAF SPRING REAR CAB SUSPENSION
LH AND RH GRAB HANDLES
PAINTED PLASTIC GRILLE
ARGENT SILVER HOOD MOUNTED AIR INTAKE
GRILLE
FIBERGLASS HOOD
SINGLE 14 INCH ROUND HADLEY AIR HORN
UNDER LH DECK
DUAL ELECTRIC HORNS
SINGLE HORN SHIELD
DOOR LOCKS AND IGNITION SWITCH KEYED
THE SAME
REAR LICENSE PLATE MOUNT END OF FRAME
INTEGRAL HEADLIGHT/MARKER ASSEMBLY
(5) AMBER MARKER LIGHTS
DAYTIME RUNNING LIGHTS
INTEGRAL STOP/TAIL/BACKUP LIGHTS
STANDARD FRONT TURN SIGNAL LAMPS

Description

DUAL WEST COAST BRIGHT FINISH HEATED
MIRRORS WITH LH AND RH REMOTE
DOOR MOUNTED MIRRORS
102 INCH EQUIPMENT WIDTH
LH AND RH 8 INCH BRIGHT FINISH CONVEX
MIRRORS MOUNTED UNDER PRIMARY
MIRRORS
STANDARD SIDE/REAR REFLECTORS
DUAL LEVEL CAB ENTRY STEPS ON BOTH
SIDES
63X14 INCH TINTED REAR WINDOW
TINTED DOOR GLASS LH AND RH WITH TINTED
NON-OPERATING WING WINDOWS
RH AND LH ELECTRIC POWERED WINDOWS,
PASSENGER SWITCHES ON DOOR(S)
TINTED WINDSHIELD
2 GALLON WINDSHIELD WASHER RESERVOIR
WITHOUT FLUID LEVEL INDICATOR, FRAME
MOUNTED

Cab Interior

OPAL GRAY VINYL INTERIOR
MOLDED PLASTIC DOOR PANEL
MOLDED PLASTIC DOOR PANEL
BLACK MATS WITH SINGLE INSULATION
FORWARD ROOF MOUNTED CONSOLE WITH
UPPER STORAGE COMPARTMENTS WITHOUT
NETTING
IN DASH STORAGE BIN
(2) CUP HOLDERS LH AND RH DASH
GRAY/CHARCOAL FLAT DASH
HEATER, DEFROSTER AND AIR CONDITIONER
STANDARD HVAC DUCTING
MAIN HVAC CONTROLS WITH RECIRCULATION
SWITCH
STANDARD HEATER PLUMBING
DENSO HEAVY DUTY AIR CONDITIONER
COMPRESSOR
BINARY CONTROL, R-134A
STANDARD INSULATION
SOLID-STATE CIRCUIT PROTECTION AND
FUSES
12V NEGATIVE GROUND ELECTRICAL SYSTEM

Description

DOME LIGHT WITH 3-WAY SWITCH ACTIVATED
BY LH AND RH DOORS
LH AND RH ELECTRIC DOOR LOCKS
BASIC HIGH BACK AIR SUSPENSION DRIVER
SEAT WITH MECHANICAL LUMBAR AND
INTEGRATED CUSHION EXTENSION
2 MAN TOOL BOX MID BACK NON SUSPENSION
PASSENGER SEAT
LH AND RH INTEGRAL DOOR PANEL ARMRESTS
VINYL WITH VINYL INSERT DRIVER SEAT
VINYL WITH VINYL INSERT PASSENGER SEAT
3 POINT DRIVER AND PASSENGER AND 2 POINT
CENTER FRONT SEAT BELT RETRACTORS
ADJUSTABLE TILT AND TELESOPING
STEERING COLUMN
4-SPOKE 18 INCH (450MM) STEERING WHEEL
DRIVER AND PASSENGER INTERIOR SUN
VISORS

Instruments & Controls

GRAY DRIVER INSTRUMENT PANEL
GRAY CENTER INSTRUMENT PANEL
ENGINE REMOTE INTERFACE WITH PARK
BRAKE AND NEUTRAL INTERLOCKS
BLACK GAUGE BEZELS
LOW AIR PRESSURE LIGHT AND BUZZER
2 INCH PRIMARY AND SECONDARY AIR
PRESSURE GAUGES
INTAKE MOUNTED AIR RESTRICTION
INDICATOR WITHOUT GRADUATIONS
97 DB BACKUP ALARM
ELECTRONIC CRUISE CONTROL WITH
SWITCHES IN LH SWITCH PANEL
KEY OPERATED IGNITION SWITCH AND
INTEGRAL START POSITION; 4 POSITION
OFF/RUN/START/ACCESSORY
ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28
LED WARNING LAMPS AND DATA LINKED
DIAGNOSTIC INTERFACE CONNECTOR, 9 PIN,
SAE J1939, LOCATED BELOW DASH
2 INCH ELECTRIC FUEL GAUGE
ENGINE REMOTE INTERFACE FOR REMOTE
THROTTLE

Description

ENGINE REMOTE INTERFACE CONNECTOR IN
ENGINE COMPARTMENT

ELECTRICAL ENGINE COOLANT TEMPERATURE
GAUGE

2 INCH TRANSMISSION OIL TEMPERATURE
GAUGE

ENGINE AND TRIP HOUR METERS INTEGRAL
WITHIN DRIVER DISPLAY

PROVISIONS FOR BODY BUILDER WIRED BOOM
OUT OF STOW WARNING SYSTEM PILOT LIGHT
AND INSTRUMENT CLUSTER BUZZER

(1) DASH MOUNTED PTO SWITCH WITH
INDICATOR LAMP

NO LANE DEPARTURE WARNING SYSTEM

ELECTRIC ENGINE OIL PRESSURE GAUGE

AM/FM/WB RADIO WITH BLUETOOTH AND
MICROPHONE, FRONT USB PORT, FRONT AND
REAR AUXILIARY INPUTS AND J1939

DASH MOUNTED RADIO

(2) RADIO SPEAKERS IN CAB

AM/FM ANTENNA MOUNTED ON FORWARD LH
ROOF

ELECTRONIC MPH SPEEDOMETER WITH
SECONDARY KPH SCALE, WITHOUT
ODOMETER

STANDARD VEHICLE SPEED SENSOR

ELECTRONIC 3000 RPM TACHOMETER

IDLE LIMITER, ELECTRONIC ENGINE

TWO ON/OFF ROCKER SWITCHES IN THE DASH
WITH INDICATOR LIGHTS AND WIRE ROUTED
TO CHASSIS AT BACK OF CAB, LABEL OPT

DIGITAL VOLTAGE DISPLAY INTEGRAL WITH
DRIVER DISPLAY

SINGLE ELECTRIC WINDSHIELD WIPER MOTOR
WITH DELAY

MARKER LIGHT SWITCH INTEGRAL WITH
HEADLIGHT SWITCH

ONE VALVE PARKING BRAKE SYSTEM WITH
WARNING INDICATOR

SELF CANCELING TURN SIGNAL SWITCH WITH
DIMMER, WASHER/WIPER AND HAZARD IN
HANDLE

INTEGRAL ELECTRONIC TURN SIGNAL
FLASHER WITH HAZARD LAMPS OVERRIDING
STOP LAMPS

Description

Design

PAINT: ONE SOLID COLOR

Color

CAB COLOR A: N0006EA WHITE ELITE SS
BLACK, HIGH SOLIDS POLYURETHANE CHASSIS
PAINT
NO FUEL TANK CABINET PAINT
POWDER WHITE (N0006EA) FRONT
WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
POWDER WHITE (N0006EA) REAR
WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
BUMPER PAINT: FP24812 ARGENT SILVER
DUPONT FLEX

Certification / Compliance

U.S. FMVSS CERTIFICATION, EXCEPT SALES
CABS AND GLIDER KITS

Secondary Factory Options

CORPORATE PDI CENTER IN-SERVICE ONLY

Extended Warranty

EPA 2013 CUMMINS ISB ENGINE EXTENDED WARRANTY DC1, 5
YEARS/200,000 MILES/320 000 KM
TOWING EXTENDED/ROADSIDE SERVICE WARRANTY, 1
YEAR/UNLIMITED MILES/KM, \$550 CAP

Dealer Installed Options

	Weight Front	Weight Rear
PETERSEN TL3 LOADER AND 1824 TRASH DUMP BODY PER ATTACHED SPECS.	0	0
Total Dealer Installed Options	0 lbs	0 lbs





2840 Center Port Circle
Pompano, Bch, FL. 33064



Freightliner
SPRINTER



PURCHASER: CLERMONT CITY OF

DATE: 10/28/2015

ADDRESS:

PHONE:

CITY: CLERMONT FL

ATTN: BRIAN

BASE MODEL: SPEC 12 15-13-0904 FLORIDA SHERIFFS CONTRACT FREIGHTLINER

PRICE: \$40,931

OPTION # 33-180CA 33,000GVW PACKAGE

PRICE: \$27,890

OPTION # PETERSEN TL3 PETERSEN TL3 WITH 1824 BODY

PRICE: \$65,800

OPTION # SELF WINDING LOAD COVER, TOOLBOX INCLUDED

PRICE:

OPTION # CREDIT FOR ISB 250HP IN LIEU OF ISL 270HP

PRICE: -\$4,758

OPTION #

PRICE:

OPTION #

PRICE:

OPTION #

PRICE:

OPTION #

PRICE:

OPTION #

PRICE:

OPTION #

PRICE:

OPTION #

PRICE:

OPTION #

PRICE:

OPTION # TOTAL PRICE

PRICE: \$129,863

Budget Challenges?

Daimler Truck Financial offers special municipal financing programs to help fund the purchase of needed vehicles and other equipment.

TOTAL PRICE: \$0.00

***MTHLY PAYMENT: \$0.00**

- Monthly, annual, semi-annual or quarterly payment options
- Flexible repayment terms (tied to your budget)

*Actual rate, terms, down payment, and program eligibility will be determined by DTF credit team based upon credit worthiness and experience of customer.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 8, 2015		
Agenda Item Name		
Contract Award		
Requested Action		
Move to approve piggyback contract with the Florida Sheriffs Association to purchase fleet vehicles for the Police Department in the total amount of \$451,520.50.		
Staff Report		
The Purchasing Department and the Police Department recommend approval of the above action. At the request of the Police Department, the Purchasing Department sought a contract from the Florida Sheriffs Association number 15-23-0904 to purchase the following fleet vehicles: Ten (10) new 2016 Ford Interceptor Sedan (P2M), specification #5, Duval Ford Three (3) new 2016 Ford Interceptor Utility SUV AWD (K8A), specification #7, Duval Ford One (1) new 2016 Ford Expedition 4x2 SUV, specification #28, Duval Ford One (1) new 2016 Ford Fusion (P0G), specification #13, Duval Ford. Two (2) new 2016 Chevrolet Silverado 1500 Crew Bac, 4WD, specification #50, Alan Jay In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1611-007 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve to piggyback the Florida Sheriffs Association contract number 15-23-0904 titled Police Rated, Administrative, Utility Vehicle, Trucks & Vans. The Florida Sheriffs Association contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
Purchase is included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$323,400.25	Infrastructure Sales Tax Fund	\$407,210.00
\$128,120.25	Police Impact Fee Fund	\$200,000.00
Exhibits Attached (copies of original agreements)		
1. RFI 1611-007	RFI 1611-007.pdf	
2. Vehicle Quotes	Police Department Vehicle Quotes.pdf	



REQUEST FOR INFORMATION

Intent to Utilize the Florida Sheriffs Association Contract to Purchase Fleet Vehicles

CONTACT INFORMATION: Freddy L. Suarez, MPA, CPPB Purchasing Director EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350	RFI No. 1611-007	ISSUED DATE: November 12, 2016
	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>November 20, 2015 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

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

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

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

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

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Police

(b) Company Information: Duval Ford and Alan Jay Fleet Sales

(c) Contract Number and Title: 15-23-0904 / Cab & Chassis & other Fleet Equipment

(d) Length of Contract: One (1) year from October 1, 2015 to September 30, 2016.

- (e) Product or Service Provided: The City of Clermont is planning to purchase following vehicles:
- Ten (10) new 2016 Ford Interceptor Sedan (P2M), specification #5, Duval Ford
 - Three (3) new 2016 Ford Interceptor Utility SUV AWD (K8A), specification #7, Duval Ford
 - One (1) new 2016 Ford Expedition 4x2 SUV, specification #28, Duval Ford
 - One (1) new 2016 Ford Fusion (P0G), specification #13, Duval Ford.
 - Two (2) new 2016 Chevrolet Silverado 1500 Crew Bac, 4WD, specification #50, Alan Jay

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.



CLERMONT PD

Prepared for:	Contract Holder	DATE:
CLERMONT PD CHIEF CHARLES VITALE 352-394-5588 CVITALE@CLERMONTFL.ORG	Duval Ford Fleet Sales Laura Torbett (Work) 904-388-2144 (Fax) 904-387-6816 Laura.Torbett@duvalfleet.com 1616 Cassat Ave. Jax, FL 32210	10/30/15

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL



*I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #15.13.0904 chassis / 15.23.0904. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered **white exterior** unless specified on purchase order.*

Labor	Code	Equipment	Price
0	SPEC#5	2016 FORD INTERCEPTOR SEDAN AWD, P2M	\$ 23,078.00
0	53M	SYNC, VOICE ACTIVATED SYSTEM	\$ 294.00
0	47K	REMAPPABLE STEERING WHEEL CONTROLS FOR SYNC	\$ 149.00
0	60P	REMOTE KEYLESS ENTRY	\$ 254.00
0	3K	THIRD KEY WITH FOB	\$ 176.00
0	18G	REAR DOOR LOCKS AND HANDLES INOP.	\$ 34.00
0	67G	REAR WINDOWS INOP	\$ 24.00
0	13C	COURTESY LIGHTS DISABLED	\$ 19.00
0	STD	DOME LIGHT-RED/ WHITE	\$ -
0	76R	REVERSE SENSING	\$ 294.00
0	STD	BACK UP CAMERA	\$ -
0	2 TONE	TWO- TONE, PAINT DOORS WHITE (FROM THE WINDOWS DOWN)	\$ 1,296.00
0	TEMP	TEMPORARY TAG	\$ 6.00
0	2 TONE		\$ -
0		EXTERIOR: BLACK	\$ -
0	LABOR	Total labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies:	\$145 \$ -
UNIT COST			\$ 25,624.00
TOTAL QUANTITY 10			TOTAL PURCHASE \$ 256,240.00



CLERMONT PD

Prepared for:

CLERMONT PD
CHIEF CHARLES VITALE

[352-394-5588](tel:352-394-5588)
CVITALE@CLERMONTFL.ORG

Contract Holder

Duval Ford Fleet Sales
Laura Torbett
(Work) 904-388-2144
(Fax) 904-387-6816

DATE:

10/30/15

Laura.Torbett@duvalfleet.com

1616 Cassat Ave. Jax, FL 32210

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL



*I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #15.13.0904 chassis / 15.23.0904. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered **white exterior** unless specified on purchase order.*

Labor	Code	Equipment	Price
0	SPEC#7	2016 FORD INTERCEPTOR UTILITY AWD, K8A	\$ 25,328.00
0	53M	SYNC, VOICE ACTIVATED SYSTEM	\$ 294.00
0	61S	REMAPPABLE STEERING WHEEL CONTROLS FOR SYNC	\$ 154.00
0	595	REMOTE KEYLESS ENTRY	\$ 259.00
0	3K	THIRD KEY WITH FOB	\$ 200.00
0	18W	REAR WINDOWS INOP	\$ 24.00
0	43D	COURTESY LIGHTS DISABLED	\$ 19.00
0	STD	DOME LIGHT-RED/ WHITE	\$ -
0	76R	REVERSE SENSING	\$ 274.00
0	STD	BACK UP CAMERA	\$ -
0	TEMP	TEMPORARY TAG	\$ 6.00
0	SFST	SAFE STOP ANTI THEFT	\$ 249.00
0	52P	HIDDEN DOOR LOCK PLUNGER WITH REAR LOCKS AND HANDLES INOP.	\$ 159.00
0	63V	CARGO STORAGE VAULT	\$ 244.00
0		EXTERIOR:WHITE	\$ -
0	LABOR	Total labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies:	\$145 \$ -

UNIT COST \$ 27,210.00

TOTAL QUANTITY 1 **TOTAL PURCHASE** \$ 27,210.00



CLERMONT PD

Prepared for:	Contract Holder	DATE:
CLERMONT PD CHIEF CHARLES VITALE 352-394-5588 CVITALE@CLERMONTFL.ORG	Duval Ford Fleet Sales Laura Torbett (Work) 904-388-2144 (Fax) 904-387-6816 Laura.Torbett@duvalfleet.com 1616 Cassat Ave. Jax, FL 32210	10/30/15

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL



*I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #15.13.0904 chassis / 15.23.0904. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered **white exterior** unless specified on purchase order.*

Labor	Code	Equipment	Price
0	SPEC#7	2016 FORD INTERCEPTOR UTILITY AWD, K8A	\$ 25,328.00
0	53M	SYNC, VOICE ACTIVATED SYSTEM	\$ 294.00
0	61S	REMAPPABLE STEERING WHEEL CONTROLS FOR SYNC	\$ 154.00
0	595	REMOTE KEYLESS ENTRY	\$ 259.00
0	3K	THIRD KEY WITH FOB	\$ 200.00
0	18W	REAR WINDOWS INOP	\$ 24.00
0	43D	COURTESY LIGHTS DISABLED	\$ 19.00
0	STD	DOME LIGHT-RED/ WHITE	\$ -
0	76R	REVERSE SENSING	\$ 274.00
0	STD	BACK UP CAMERA	\$ -
0	2 TONE	TWO- TONE, PAINT DOORS WHITE (FROM THE WINDOWS DOWN)	\$ 1,296.00
0	TEMP	TEMPORARY TAG	\$ 6.00
0	SFST	SAFE STOP ANTI THEFT	\$ 249.00
0	52P	HIDDEN DOOR LOCK PLUNGER WITH REAR LOCKS AND HANDLES INOP.	\$ 159.00
0	63V	CARGO STORAGE VAULT	\$ 244.00
0		EXTERIOR: BLACK	\$ -
0	LABOR	Total labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies:	\$145 \$ -
UNIT COST			\$ 28,506.00
TOTAL QUANTITY 2			TOTAL PURCHASE \$ 57,012.00



CLERMONT PD

Prepared for:

CLERMONT PD
CHIEF CHARLES VITALE

[352-394-5588](tel:352-394-5588)
CVITALE@CLERMONTFL.ORG

Contract Holder

Duval Ford Fleet Sales
Laura Torbett
(Work) 904-388-2144
(Fax) 904-387-6816

DATE:

10/30/15

Laura.Torbett@duvalfleet.com

1616 Cassat Ave. Jax, FL 32210

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL



*I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #15.13.0904 chassis / 15.23.0904. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered **white exterior** unless specified on purchase order.*

Labor	Code	Equipment	Price
0	SPEC# 28	2016 FORD EXPEDITION 4X2	\$ 27,498.00
0	101A	UPGRADE PACKAGE: SYNC, FORD'S VOICE ACTIVATED SYSTEM, AM/FM WITH SINGLE CD, 4.2 BACK UP	\$ 2,880.00
0		CAMERA, RUNNING BOARDS, ROOF RACKS, CLOTH SEATING, CRUISE CONTROL	\$ -
0	3K	THIRD KEY WITH FOB	\$ 275.00
0	50F	REVERSE SENSING	\$ 394.00
0	TEMP	TEMPORARY TAG	\$ 6.00
0	SFST	SAFE STOP ANTI THEFT	\$ 249.00
0			\$ -
0			\$ -
0		EXTERIOR: BLACK	\$ -
0	LABOR	Total labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies:	\$145 \$ -
UNIT COST			\$ 31,302.00
TOTAL QUANTITY 1			TOTAL PURCHASE \$ 31,302.00



CLERMONT PD

Prepared for:

CLERMONT PD
CHIEF CHARLES VITALE

[352-394-5588](tel:352-394-5588)
CVITALE@CLERMONTFL.ORG

Contract Holder

Duval Ford Fleet Sales
Laura Torbett
(Work) 904-388-2144
(Fax) 904-387-6816

DATE:

10/30/15

Laura.Torbett@duvalfleet.com

1616 Cassat Ave. Jax, FL 32210

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL



*I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #15.13.0904 chassis / 15.23.0904. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered **white exterior** unless specified on purchase order.*

Labor	Code	Equipment	Price
0	SPEC#13	2016 FORD FUSION, POG	\$ 16,927.00
0	3K	THIRD KEY WITH BUILT IN REMOTE	\$ 275.00
0	TEMP	TEMPORARY TAG	\$ 6.00
0	J4	EXTERIOR COLOR: DEEP IMPACT BLUE	\$ -
0	RFC	Regional freight charge per vehicle for alternative zone purchasing per section 3.54 paragraph A, item 1b.	\$ -
0		Per terms and specifications 1.14, pre-delivery service inspection and all delivery requirements, plus additional	\$ -
0		fleet simple key included. Not applicable when agency is domiciled in same zone as the base award. Amount is	\$ -
0		calculated via statistical algorithm utilizing trending market sales data and median variable freight costs	\$ -
0		within certain statistical mileage data points within the state of Florida. Any dollar volume credit to this unit	\$ -
0		cost, where applicable, is derived per section 3.55 1	\$ -
0			\$ -
0	LABOR	Total labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies:	\$145 \$ -
UNIT COST			\$ 17,208.00
TOTAL QUANTITY 1			TOTAL PURCHASE \$ 17,208.00



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 8, 2015		
Agenda Item Name		
Contract Award		
Requested Action		
Move to approve piggyback contract with the Florida Sheriffs Association to purchase fleet vehicles for the Public Works Department in the total amount of \$125,604.		
Staff Report		
The Purchasing Department and the Public Works Department recommend approval of the above action. At the request of the Public Works Department, the Purchasing Department sought a contract from the Florida Sheriffs Association number 15-23-0904 to purchase the following fleet vehicles: One (1) new 2016 Ford Transit T-150 Cargo Van, specification #33, Duval Ford. One (1) new 2016 Ford Escape 4x4 (U9G), specification #25, Duval Ford. Two (2) new 2016 Nissan Frontier, Crew Cab 4x4, specification #44, Alan Jay. Two (2) new 2016 Chevy Silverado, Reg. Cab 4x2, specification #45, Alan Jay. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1611-003 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve to piggyback the Florida Sheriffs Association contract titled Police Rated, Administrative, Utility Vehicle, Trucks & Vans. The Florida Sheriffs Association contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
Purchase is included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$125,604.00	Various Infrastructure Sales Tax Fund accounts	\$128,000.00
Exhibits Attached (copies of original agreements)		
1. RFI 1611-003 RFI 1611-003.pdf 2. Vehicle Quotes Vehicle Quotes.pdf		



REQUEST FOR INFORMATION

Intent to Utilize the Florida Sheriffs Association Contract to Purchase Fleet Vehicles

CONTACT INFORMATION: Freddy L. Suarez, MPA, CPPB Purchasing Director EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350	RFI No. 1611-003	ISSUED DATE: November 10, 2016
NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>November 19, 2015 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>		

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

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

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

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

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Public Works

(b) Company Information: Duval Ford Fleet Sales and Alan Jay Fleet Sales

(c) Contract Number and Title: 15-23-0904 / Police Rated, Administrative, Utility Vehicle, Trucks & Vans

(d) Length of Contract: One (1) year from October 1, 2015 to September 30, 2016.

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

One (1) new 2016 Ford Transit T-150 Cargo Van, specification #33, Duval Ford.

One (1) new 2016 Ford Escape 4x4 (U9G), specification #25, Duval Ford.

Two (2) new 2016 Nissan Frontier, Crew Cab 4x4, specification #44, Alan Jay.

Two (2) new 2016 Chevy Silverado, Reg. Cab 4x2, specification #45, Alan Jay.

2 – ACTION TO BE TAKEN

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

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



CLERMONT PUBLIC WORKS

Prepared for:	Contract Holder	DATE:
CLERMONT PUBLIC WORKS	Duval Ford Fleet Sales	11/6/15
TIM CAYTON	Bambi Darr	
TCayton@clermonffl.org	(Work) 904-388-2144	
352-394-3350	(Fax) 904-387-6816	
	(Cell) 910-622-6544	
	Bambi.darr@duvalfleet.com	
	1616 Cassat Ave. Jax, FL 32210	
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL		



I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #15.13.0904 chassis / 15.23.0904. (www.fisheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.

Labor	Code	Equipment	Price
0	SPEC #33	2016 FORD TRANSIT T-150 CARGO VAN	\$ 20,007.00
0		130" WHEELBASE / LOW ROOF	STD
0		3.7L V6	STD
0	YZ	OXFORD WHITE	
0	VK	GREY VINYL INTERIOR	
0		SIDE & REAR GLASS	STD
0		REARVIEW CAMERA	STD
0	TEMP	TEMPORARY TAG	\$ 6.00
UNIT COST			\$ 20,013.00
TOTAL QUANTITY		1	
		TOTAL PURCHASE	\$ 20,013.00



CLERMONT PUBLIC WORKS

Prepared for:		Contract Holder:	DATE:
CLERMONT PUBLIC WORKS		Duval Ford Fleet Sales	11/6/15
TIM CAYTON		Bambi Darr	
TCayton@clermontfl.org		(Work) 904-388-2144	
352-394-3350		(Fax) 904-387-6816	
		(Cell) 910-622-6544	
		Bambi.darr@duvalfleet.com	
		1616 Cassat Ave. Jax, FL 32210	
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL			
 I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #15.13.0904 chassis / 15.23.0904. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.			
Labor	Code	Equipment	Price
0	SPEC #25	2016 FORD ESCAPE 4X4 (U9G)	\$ 21,085.00
0		OXFORD WHITE EXTERIOR	
0		GREY INTERIOR	\$ -
0	50Q	CARGO AREA COVER	\$ 89.00
0	50C	ALL WEATHER FLOOR MATS	\$ 74.00
0	TEMP	TEMPORARY TAG	\$ 6.00
0	RFC	Regional freight charge per vehicle for alternative zone purchasing per section 3.54 paragraph A, item 1b.	\$ 345.00
0		Per terms and specifications 1.14, pre-delivery service inspection and all delivery requirements, plus additional	\$ -
0		fleet simple key included. Not applicable when agency is domiciled in same zone as the base award. Amount is	\$ -
0		calculated via statistical algorithm utilizing trending market sales data and median variable freight costs	\$ -
0		within certain statistical mileage data points within the state of Florida. Any dollar volume credit to this unit	\$ -
0		cost, where applicable, is derived per section 3.55 1	\$ -
UNIT COST			\$ 21,599.00
TOTAL QUANTITY		1	TOTAL PURCHASE \$ 21,599.00

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

QUICK QUOTE SHEET

PAGE 1 of 1

EMAIL TCAYTON@CLERMONTFL.ORG

www.fisheriffs.org

PAGE #:	763
BASE DISTRICT PRICE:	\$21,847.00

\$0.00

\$719.00

\$0.00

\$0.00

\$22,566.00

\$0.00

TOTAL COST LESS TRADE IN(S):	QTY	1	=	\$22,566.00
------------------------------	-----	---	---	-------------

chris.wilson@alanyay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

QUICK QUOTE SHEET

PAGE 1 of 1

FLORIDA SHERIFF'S ASSOCIATION BID #'s 15-23-0904 & 15-13-0904

www.fisheriiffs.org

6

****All vehicles will be ordered white w/ darkest interior unless Clearly stated otherwise on purchase order.**

FACTORY OPTIONS

DESCRIPTION

GAZ H2O

EXTERIOR COLOR SUMMIT WHITE WITH DARK ASH - JET BLACK ACCENTS VINYL TRIM INTERIOR (40/20/40 split-bench, 3 passenger, driver and front passenger manual recline with outboard head restraints and center fold-down armrest with storage)
Factory Receiver Hitch 7/4 in wire connector. Draw Bar. 2" Ball. Pin. and Clip.

\$0.00

\$474.00

CONTRACT OPTIONS
NO TEMP

DESCRIPTION

TEMPORARY TAG NOT REQUESTED (CUSTOMER WILL HANDLE THEIR OWN TAG WORK)

FACTORY OPTIONS

\$474.00

\$0.00

NON-IDENTIFIED CONTRACT OPTIONS

DESCRIPTION

CONTRACT OPTIONS TOTAL

\$0.00

NON-IDENTIFIED CONTRACT OPTIONS TOTAL

\$0.00

TOTAL COST

\$19,430.00

TRADE IN

WE TAKE TRADE INS — ASK ABOUT MUNICIPAL FINANCING

\$0.00

TOTAL COST LESS TRADE IN(S):	QTY	1	=	\$19,430.00
------------------------------	-----	---	---	-------------

Comments:

VEHICLE QUOTED BY: Chris Wilson FLEET SALES MANAGER chris.wilson@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 8, 2015		
Agenda Item Name		
Contract Award		
Requested Action		
Motion to approve a piggyback contract number 15-23-0904 from the Florida Sheriffs Association contract to purchase fleet vehicles for the Fire Department in the total amount of \$65,658.		
Staff Report		
The Purchasing Department and the Fire Department recommend approval of the above action. At the request of the Fire Department, the Purchasing Department sought a contract from the Florida Sheriffs Association number 15-23-0904 to purchase the following fleet vehicles: One (1) new 2016 Chevrolet Impala Police Package (9C1), specification #2 One (1) new 2016 Ford F-150, Crew Cab 4x4 (W1E), specification #50. The previous Fire Administration vehicle (2007 Chevy Malibu) was involved in an accident and the insurance company declared it non-repairable. The price for the new vehicle under the Florida Sheriffs Association contract, which includes two tone paint and light equipment, is \$27,947. The Ford F-150 purchase (\$37,711) was included in the current year budget as a budgeted item. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1611-006 and 1611-008 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve to piggyback the Florida Sheriffs Association contract number 15-23-0904 titled Police Rated, Administrative, Utility Vehicle, Trucks & Vans. The Florida Sheriffs Association contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
Purchase is included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$27,947.00	10522-66400	\$27,947.00
\$37,711.00	12522-66400	\$45,000.00

Exhibits Attached (copies of original agreements)

- | | | |
|----|----------------------------|---|
| 1. | RFI 1611-006 | RFI 1611-006.pdf |
| 2. | RFI 1611-008 | RFI 1611-008.pdf |
| 3. | Chevy Impala Vehicle Quote | Chevy Impala Vehicle Quote 20151113.pdf |
| 4. | Ford F-150 Vehicle Quote | Ford F-150 Vehicle Quote.PDF |



REQUEST FOR INFORMATION

Intent to Utilize the Florida Sheriffs Association Contract to Purchase Fleet Vehicles

CONTACT INFORMATION: Freddy L. Suarez, MPA, CPPB Purchasing Director EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350	RFI No. 1611-006	ISSUED DATE: November 12, 2016
NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>November 20, 2015 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>		

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

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

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

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

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Fire

(b) Company Information: Stingray Chevrolet

(c) Contract Number and Title: 15-23-0904 / Cab & Chassis & other Fleet Equipment

(d) Length of Contract: One (1) year from October 1, 2015 to September 30, 2016.

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

One (1) new 2016 Chevrolet Impala Police Package (9C1), specification #2

2 – ACTION TO BE TAKEN

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

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



REQUEST FOR INFORMATION

Intent to Utilize the Florida Sheriffs Association Contract to Purchase Fleet Vehicles

CONTACT INFORMATION: Freddy L. Suarez, MPA, CPPB Purchasing Director EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350	RFI No. 1611-008	ISSUED DATE: November 16, 2016
	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>November 24, 2015 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

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

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

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

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

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Fire

(b) Company Information: Duval Ford Fleet Sales

(c) Contract Number and Title: 15-23-0904 / Police Rated, Administrative, Utility Vehicles, Truck & Vans.

(d) Length of Contract: One (1) year from October 1, 2015 to September 30, 2016.

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

One (1) new 2016 Ford F-150, Crew Cab 4x4 (W1E), specification #50

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.

2002 N. Frontage Rd
Plant City, FL 33563

Page(s) : 1/1

VEHICLE QUOTE

Florida Sheriffs' Assn Bid 15-23-0904

Attention: William Harrison
Agency: City of Clermont Fire Dept
Phone #: 352-241-7312
Fax #: 352-394-3542

Date : 11/13/15

wharrison@clermontfl.org

Spec Item: 2 (This item is a "rollover " from contract 14-22-0904

Central Region

Option Code	Description	Unit Price
1WS19/9C1	2016 Model Chevrolet Impala Police Package Vehicle 3.6L V6 eng(flex-fuel).; 6 speed Auto Trans.; A/C; AM-FM/CD radio; Cloth front bucket seats (power driver's side); Rear vinyl bench; Cruise control; Power steering; Daytime running lights; Vinyl floor; 4 wheel disc ABS; Power windows & locks; Full sized spare tire; Center hub caps; LH door pillar spot light; Ignition control trunk release; front tag bracket; dome light	\$ 19,647.00
OEM Options:		
7X6-D	Delete LH spot light	\$ (50.00)
RUF-D	Compact spare in lieu of full size	\$ (100.00)
7Y6-D	Courtesy light - leave enabled	NC
SSTP	Safe Stop	\$ 274.00
MAG	Rechargeable light	\$ 159.00
UA6	Comfort & convenience group (alarm system)	\$ 290.00
KDISK	Full wheel covers (bolt-on)	\$ 116.00
TINT	Deep window tint	\$ 240.00
3K	Additional key	\$ 85.00
6J7	Flasher system; head lamp / tail lamp	\$ 370.00
1PB	Two tone paint scheme #W002 (1-black; 2-red)	\$ 2,445.00 *
WPLB-1	Whelen Liberty Tier 1 all LED lightbar w/ flashing (1946+665) takedown lights; siren speaker; siren/light controller	\$ 2,611.00 **
4VTX	Whelen 4 corner Vertex LEDs (275+237)	\$ 512.00
WRDL	Whelen Avenger rear deck LED pair (Red color) (296+47)	\$ 343.00 **
W-GL	Grille LED lights (180+190)	\$ 370.00 **
HVCON	Havis Imp console w/ 3 DC outlets/dual cupholders/armrest	\$ 485.00
Warranty:		
	Basic 3 Years/36,000 miles; \$0 deductible	
	Drivetrain: 5 Years/100,000 miles; \$0 deductible	
	Corrosion: 3 Years/36,000 miles (Rust-Through 6 Years/100,000 miles)	
	Roadside Assistance: 5 Years/100,000 miles	

Options Total: \$ 8,300.00

Sub-Total Unit Cost: \$ 27,947.00

Comments: * 1PB paint scheme derived from attached GM/Kerr Impala order form - (black top/red bottom)



CLERMONT FIRE

Prepared for:

CLERMONT FIRE
WILLIAM HARRISON
[352-241-7312](tel:352-241-7312)
wharrison@clermontfl.org

Contract Holder

Duval Ford Fleet Sales
Bambi Darr
(Work) 904-388-2144
(Fax) 904-387-6816
(Cell) 910-622-6544
Bambi.darr@duvalfleet.com
1616 Cassat Ave. Jax, FL 32210

DATE:

11/16/15

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL



I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #15.13.0904 chassis / 15.23.0904. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered **white exterior** unless specified on purchase order.

Labor	Code	Equipment	Price
0	SPEC #50	2016 FORD F-150 CREW CAB 4X4 (W1E)	\$ 25,229.00
0	99F	5.0 V8 WITH FLEX-FUEL	\$ 1,594.00
0	6.5 BOX	157" WHEEL BASE	INCL
0	H7	BRONZE FIRE EXTERIOR	NC
0	INTERIOR	MEDIUM EARTH GRAY	INCL
0	W1E.300	XLT UPGRADE INCL- EXTERIOR BoxLinkTM(includes four (4) premium locking cleats), Bumper,Front-Chrome with Body-color Fascia, BumperRear-Chrome, FogLamps, Grille-chrome Chrome Surround and Black Mesh Insert, mirrors, Sideview-Manual-folding,Power Glass with Black Skull Caps, Perimeter Anti-Theft Alarm, SecuriCode Keyless Entry Keypad, Driver's Side,Wheels-17"Silver Painted Aluminum INTERIOR/COMFORT AC-Chrome Ring w/ Obsidian Vanes, AM/FM Single-CD,Carpet-w/FloorMats, Compass,Cruise Control,Delayed Accessory Power, Illuminated Entry, MyKey, Power Locks with Flip Key and Integrated Key, Transmitter Keyless Entry (incl. Autolock) Power Tailgate Lock, Power Windows(Front/Rear)-One-touch, Rear Window with Fixed Privacy Glass, Scuff Plates, Cloth40/20/40 lumbar ,Armrest w/storage, SYNC@ 4.2"LCD Display in CenterStack, ApplinkTM,— One(1)Smart Charging USB port, Visors Mirrors	\$ 4,000.00
0	UG	BUCKET SEATS IN LIEU OF BENCH SEAT -Cloth 40/Console/40 Front Seats with four-way adjustable driver/passenger headrests, manual driver/passenger lumbar (Base), power driver/manual passenger lumbar (Mid), power driver/passenger lumbar (Luxury)	\$ 294.00
0	924	DEEP TINT	\$ 99.00
0	RS	RAINSHIELDS-FLANGE STYLE	\$ 160.00
0	59S	LED SIDE MIRROR SPOT LIGHT	\$ 174.00
0	76C	BACKUP CAMERA	\$ 249.00
0	18B	RUNNING BOARDS, BLACK PLATFORM	\$ 249.00
0	63T	STEP ON TAILGATE	\$ 374.00
0	96W	SPRAY ON BEDLINER	\$ 494.00
0	53A	HEAVY DUTY TOWING PACKAGE UP TO 5,000LBS -Trailer Tow Package – XL Base: incl. Smart Trailer Tow Connector, 4-pin/7-pin wiring, Class IV trailer hitch receiver, upgraded front stabilizer bar, auxiliary transmission oil cooler	\$ 494.00
0	413	SKID PLATES	\$ 159.00
0	FTC	FIBERGLASS TONNEAU COVER (ROLL N LOCK BRAND \$1496)	\$ 1,496.00
7	WAVP	Whelen: Administrative Vehicle Package - Consist of Interior Rearview Mirror LED Light; Rear Deck or Headliner LED Lights (Minimum of 2); Headlight Flasher; Four Corner LED System; Hand Held or 295SLSA6 One Piece Combination ight Controller/Siren; Speaker and Bracket – LED lights may be blue, red, amber or any combination - specify color	\$ 1,230.00
0	TEMP	TEMPORARY TAG	\$ 6.00
0	RFC	Regional freight charge per vehicle for alternative zone purchasing per section 3.54 paragraph A, item 1b.	\$ 395.00
0		Per terms and specifications 1.14, pre-delivery service inspection and all delivery requirements, plus additional fleet simple key included. Not applicable when agency is domiciled in same zone as the base award. Amount is calculated via statistical algorithm utilizing trending market sales data and median variable freight costs	\$ -
0		within certain statistical mileage data points within the state of Florida. Any dollar volume credit to this unit cost, where applicable, is derived per section 3.55 1	\$ -
UNIT COST			\$ 37,711.00
TOTAL QUANTITY 1			TOTAL PURCHASE \$ 37,711.00



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, December 8, 2015	
Agenda Item Name	
Request For Proposal Award	
Requested Action	
Move to approve contract with Cardno, Inc. to provide installation and training of an asset management software.	
Staff Report	
The evaluation committee recommends approval of the above action. The Environmental Services Department contacted the Purchasing Department to determine the most cost effective manner to develop an asset management software. The Purchasing Department issued a Request For Proposal (RFP) number 15-036 on June 18, 2015 to obtain the services of a qualified company. The RFP was fully competed, advertised and complies with the City of Clermont Purchasing Policy. There were eight (8) responses to the RFP. An evaluation committee composed of five (5) City staff members (four voting members and one non-voting member) reviewed, scored and ranked the proposals. Cardno, Inc. was the number one ranked firm selected for their qualifications, knowledge and previous experience with municipalities developing asset management software. The Asset Management program is intended to optimize city assets by providing data necessary to determine the condition to enable proper repair or replacement decisions. The information will provide planning and scheduling opportunities for preventive and corrective action needed while documenting those efforts. This will optimize staff time and focus our attention on work needed to avoid catastrophic events. The program will also integrate with other systems to automate data gathering and provide up to date asset status and work costs. The Purchasing Director entered into negotiations with Cardno, Inc. which resulted in the following cost reduction: <u>Cost of Software</u> Proposed price: \$83,000 Negotiated price: \$44,200 <u>Annual Support and Maintenance</u> Proposed price: \$14,800 subject to 2.5% annual increase. Negotiated price: \$8,840 locked in for the first five years; after the initial five years it is subject to 2.5% increase. <u>Phase 1: Business Case Evaluation</u> Proposed price: \$80,000 to \$90,000 Negotiated price: \$75,448 The total combined cost of initial software and phase one implementation is \$128,488. Phase 2 and 3 will be	

tailored as per the department's needs. Each phase will be negotiated by the Purchasing Director and brought back to Council for approval. A detailed work description for each phase is attached as Additional Information.

Staff is recommending award to the most qualified respondent, Cardno, Inc.

Additional Analysis	
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Fiscal Impact Summary	
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Sufficient funds are available in the current year approved budget for this software purchase.

Fiscal Impact	Fund Number and Description	Available Budget Amount
\$128,488.00	various	\$400,000.00

Exhibits Attached (copies of original agreements)	
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- | | | |
|----|--------------------------------|-------------------------------------|
| 1. | RFP 15-036 Response Tabulation | RFP 15-036 Response Tabulation.pdf |
| 2. | RFP 15-036 Evaluation Summary | RFP 15-036 Evaluation Summary.pdf |
| 3. | RFP 15-036 Ranking Order | RFP 15-036 Ranking Order.pdf |
| 4. | Negotiated Price | TabF_SoftwareCost_11192015.pdf |
| 5. | Additional Information | TabG_AddditionalInfo_07212015v1.pdf |
| 6. | Ad | RFP 15-036 Software.doc |



RESPONSE TABULATION

RFP 15-036, ASSET MANAGEMENT SOFTWARE
DUE DATE/TIME: JULY 23, 2014 AT 2:00 P.M. (EST)

COMPANY NAME	ADDENDA 1	ADDENDA 2	1-ORIGINAL, 4-COPIES
Acccela, Inc. – San Ramon, CA	Y	N	Y
Aeon Nexus Corporation – Albany, NY	Y	Y	Y
Cardno, Inc. – Clearwater, FL	Y	Y	Y
Cartergraph Systems, Inc. – Dubuque, IA	Y	Y	Y
Data Transfer Solutions, LLC. – Orlando, FL	Y	Y	Y
Intelligent Technology Solutions, LLC. – Marietta, GA	Y	Y	Y
Jones Edmunds & Associates, Inc. – Gainesville, FL	Y	Y	Y
PSD Software, LLC. – Marietta, GA	Y	Y	Y



City of Clermont Evaluation Summary

RFP No. 15-036 PROJECT TITLE: Asset Management Software

Meeting Location and Time:

August 17, 2015 at 10:00a.m. 2nd Floor Conference Room

Selection Committee Members:

Paul Roy	Environmental Svcs Director
Tim Mattozzi	Environmental Svcs Manager
Tom Philbrick	IT Manager
Matt Lynch	IT System Administrator
Freddy Suarez	Purchasing Director (non voting member)

Shortlisted Firms: Cardno, Inc.; Cartegraph Systems, Inc.; Jones Edmunds & Associates, Inc.

	Points Received	Points Received	Points Received	Points Received	Total Points
<u>Accela, Inc.</u>	70	61	75	60	266
<u>Aeon Nexus Corp.</u>	40	44	85	49	218
<u>Cardno, Inc.</u>	88	83	88	82	341
<u>Cartergraph Systems, Inc.</u>	95	70	85	73	323
<u>Data Transfer Solutions</u>	76	72	88	71	307
<u>Intelligent Technology</u>	65	66	80	67	278
<u>Jones Edmunds</u>	90	63	95	66	314
<u>PSD Software</u>	50	67	85	66	268



PURCHASING DEPARTMENT

October 1, 2015

RFP 15-036, Asset Management Software

Based on the informal presentations from shortlisted firms to the Evaluation Committee, the following is the ranking order of shortlisted firms.

Company Name	Ranking Order
Cardno, Inc.	1
Jones Edmunds & Associates, Inc.	2
Cartegraph Systems, Inc.	3

The Purchasing Director, assisted by city staff, will proceed to negotiate a contract with the number one ranked respondent. In the event a contract cannot be negotiated with the number one ranked respondent, negotiations will discontinue and the Purchasing Director will start negotiations with the next highest ranked respondent.

Tab F Cost of Software

The following table illustrates the City's selected Named Product (Concurrent User) Lucity software licensing option. The Named User (Concurrent User) option requires Annual Support and Maintenance Fees. Support and Maintenance Fees are locked in for a period of five years for the current Lucity solution selections. The following Software Cost table does not include Implementation Services Costs or hardware.

Named Product (Concurrent User)						
	Unit License Fees			Software Licensing		
Lucity Solution	Site (1)	Seat (2)	Install (3)	Quantity	Unit	Total Fee
Work Management	\$ 50,000.00	\$ 2,000.00	N/A	10	Seat	\$ 20,000.00
GIS Desktop	\$ 15,000.00	\$ 2,000.00	N/A	1	Seat	\$ 2,000.00
GIS Web	\$ 5,000.00	N/A	N/A	1	Site	\$ 5,000.00
Asset Management	\$ 25,000.00	\$ 2,000.00	N/A	5	Seat	\$ 10,000.00
Mobile	\$ 25,000.00	N/A	\$ 1,200.00	6	Install	\$ 7,200.00
Sub-Total						\$ 44,200.00
TOTAL						\$ 44,200.00
Support & Maintenance (Year 1)						\$ 8,840.00
Notes						
A "Site" license provides unlimited number of Seat or Install licenses. The number of "Seat" licenses determines maximum number of concurrent users. Mobile solution is licensed per number of "Installs" (i.e. installations) on mobile devices. Year 1 fee basis for Support & Maintenance is twenty percent (20%) of non-discounted total of software license fees. Year 1 is the twelve (12) months following software installation. Support and Maintenance Fees are locked in for a period of five years for the current Lucity solution selections listed above. Fees in subsequent years for the selections listed above are subject to an annual increase of two and one-half percent (2.5%). Should the City decide to purchase additional seats or products, Support and Maintenance on the additional selections will be administered at the standard twenty percent (20%) of the non-discounted total of software license fees for the additional selections and are subject to an annual increase of two and one-half percent (2.5%).						

Implementation Services Cost

The following table presents the Cardno/Lucity implementation services fees. The City has decided to move forward with Phase One (Business Case Evaluation, Software Purchase and Preliminary Workshops). Phase Two (Water Production and Wastewater Treatment) and Phase Three (Water Distribution and Wastewater Collection) Implementation Services costs are presented as a cumulative, not to exceed amount of \$500,000. Actual implementation services fees for Phase One and Phase Two will be determined as a result of the Business Case Evaluation performed in Phase One.

Task	Fee
Lucity Implementation Services – Phase One (Business Case Evaluation, Software Purchase and Preliminary Workshops) ⁽¹⁾	\$75,448.00
Lucity Implementation Services – Phase Two (Water Production and Wastewater Treatment) ⁽²⁾	Not to Exceed \$500,000.00
Lucity Implementation Services – Phase Three (Water Distribution and Wastewater Collection) ⁽²⁾	
Notes	
(1) Does not include software purchase fees.	
(2) Actual fees will be determined based on an agreed upon Statement of Work and level of City Core Team involvement with tasks such as software configuration, asset inventory, warehouse inventory, interface development, GIS integration, etc.	

Tab G Additional Information

- i. Cardno will comply with all the applicable provisions in the RFP, including the statement of work and proposed sales contract below.

Phase One – Business Case Evaluation, Software Purchase and Preliminary Workshops

Task 1 – Business Case Evaluation

The first stage in a project development and implementation strategy is a needs assessment (also described as an 'environmental scan'). A needs assessment often starts with an analysis of the existing process to identify any shortcomings and areas that could be improved. What are you currently doing? What do you want to improve? What do your stakeholders expect of you? How do your management and your staff feel about implementing new technology? Can new technology meet your identified needs and expectations?

The I-Team interviews key City staff, on-site, for 2 weeks gathering information on the following to assess and prepare a general road map document for the Department's Lucy implementation:

- > Legacy system data migration or interface(s) (ex., Human Resources, Customer Service, Procurement, etc.)
- > GIS data migration, interface and integration
- > Existing business processes and workflows for plant and field operations & maintenance, capital improvement projects, customer complaints, purchasing, warehouse check-in/check-out or others relevant to the Department
- > Warehouse inventory
- > Core team capabilities and responsibilities
- > Configuration and workflow workshop and testing requirements
- > Management reporting requirements (ex., AWWA Benchmarks, crew productivity, director's dashboard, utility risk factor, etc.)
- > Training requirements
- > System testing requirements
- > Rollout and post go-live support requirements

After the interviews and data gathering activities, Cardno assesses the data provided by the City and prepares an implementation plan. This plan includes project resources (City and Implementer), approach and scope, implementation elements, communication protocols, invoicing, change management, a detailed project schedule including key milestones and sample agendas, issues worksheet and other important project documentation. The plan identifies resources required to meet each milestone. This plan may further evolve during the Project lifecycle as needed in order to reflect any significant changes in the Implementation Plan. An initial project timeline, which includes scope of work assumptions as requested in your RFP, is included in this response.

DELIVERABLE: *Project Implementation Plan and Schedule*

Task 2 – Software Purchase

Based on information gathered during the Business Case Evaluation, the City purchases the appropriate type and quantity of Lucy licenses. Essentially, Lucy offers three licensing options:

- > Option A – Concurrent User (with Site and Seat options)
- > Option B1 – Named User (Hosted by Lucy)
- > Option B2 – Named User (Hosted by City)

See Tab F for Software Costs and Implementation Services Costs

DELIVERABLE: Lucy Software

Task 3 – Preliminary Workshops

The I-Team performs the functions necessary to assist Core Team to transition from the City's existing information bases and business processes to develop a Lucy configuration that is consistent across Departmental and Divisional lines. This includes facilitating a series of workshops to help understand configuration options available within Lucy as well as the association between the City's defined business workflows and Lucy. The I-Team assumes that the Core Team represents the affected City business function entities and that a single configuration applies Department-wide.

The I-Team's approach to the City's Lucy configuration emphasizes careful consideration of Divisional asset hierarchies and how they integrate with City business processes and workflows. Accounts, processes, asset classes, asset types and parent/child asset relationships provide the foundation for the Lucy system configuration.

The I-Team provides hands-on instruction to the Core Team in the use of the application during structured multi-day workshops, and provides assistance through practical examples to help the Core Team make informed configuration decisions. The I-Team develops methodologies and procedures to guide the Core Team in documenting existing business procedures as well as identifying improvements and/or process changes required to use Lucy "as is". The I-Team provides recommendations for process improvements at this time. This information serves as the foundation for the system configuration. The schedule allocates time between workshops for the Core Team to evaluate configuration options (as needed), discuss business issues with management, and collect/generate data and code values for entry into the database. The City uses this time to draft documentation of business processes for management review and acceptance if these do not already exist.

The I-Team conducts a Core Team Orientation Session as the initial workshop. Objectives of this hands-on session include familiarizing the Core Team with how to navigate within the Lucy application, system interface capabilities, functional knowledge of specific Lucy modules, and an overall understanding of the configuration process. We also propose two Configuration Workshops that address the relevant application subsystems (Assets and Administration). The I-Team facilitates these configuration workshops for the Core Team. The I-Team assumes that the Core Team enters all configuration data with I-Team assistance as needed. Through this process, the Core Team becomes very familiar with the application's functionality, configurability, and the association of Lucy with City business processes. A master list of configurable items guides, manages, and tracks status of the process. Cardno suggests that Core Team members from Water Production and Wastewater Treatment as well as Water Distribution and Wastewater Collection attend the preliminary workshops to

make sure the initial software configuration occurs with consistency across the Divisions.

DELIVERABLE: Phase One Core Team Orientation Session

DELIVERABLE: Two (2) Phase One Configuration Workshops

Phase Two – Water Production and Wastewater Treatment

Task 1 – Software Configuration

The I-Team continues performing the functions necessary to assist Core Team to transition from the City's existing information bases and business processes to develop a Lucy configuration that is consistent across Departmental and Divisional lines. This includes facilitating a series of workshops to help understand configuration options available within Lucy as well as the association between the City's defined business workflows and Lucy. The I-Team assumes that the Core Team represents the affected City business function entities and that a single configuration applies Department-wide. This is especially important since the Water Distribution and Wastewater Collection Divisions comprise Phase Three of the Lucy implementation project.

We propose two Configuration Workshops that address the relevant application subsystems (Resource, Accounting; Maintenance, Customer Service, Timekeeping; Inventory Management). The I-Team facilitates these configuration workshops for the Core Team. The I-Team assumes that the Core Team enters all configuration data with I-Team assistance as needed. Through this process, the Core Team becomes very familiar with the application's functionality, configurability, and the association of Lucy with City business processes. A master list of configurable items guides, manages, and tracks status of the process.

Following completion of the application configuration workshops, the I-Team and Core Team jointly develop and test business workflow scenarios to validate that the configured software meets the City's stated business. We propose two workflows workshop to implement this process. The I-Team facilitates the workflow development by providing previous Lucy implementation experiences and examples, if needed. A list of required workflows develops as a result. The Core Team develops the workflows and the I-Team provides support as needed. The I-Team assists the Core Team in testing the project business workflows. If required, software configuration changes occur during these workshops to match the business requirements with the Lucy application.

DELIVERABLE: Two (2) Phase Two Configuration Workshops

DELIVERABLE: Two (2) Phase Two Workflow Workshop

DELIVERABLE: Phase Two Lucy Configurable Items Summary

Task 2 – Data Conversion and Migration

The I-Team facilitates a Data Migration Requirements Workshop for the Core Team to determine the City's specific Lucy data requirements. The I-Team develops subsequent functional and technical documentation and provides assistance to the City for updating its Lucy interfaces. The City develops any new and/or modifies any existing system interfaces based on the functional and technical documentation with I-Team's assistance as-needed. The I-Team is responsible for extracting and importing data out of and into Lucy as well as external applications.

The I-Team plans and leads the data mapping and data conversion effort from legacy Water Production and Wastewater Treatment data sources to the current Water Production and Wastewater Treatment Lucy database. The I-Team facilitates a Data Migration Requirements Workshop for the Core Team

to determine the City's specific data requirements. Based on the workshop findings, the I-Team develops a Data Migration Plan that clearly defines the set of data sources and the associated migration/conversion requirements. The City is responsible for ensuring the completeness and integrity of the inbound data. The I-Team & Core Team maps this data to the appropriate Lucity tables and develops data loading scripts to migrate the data from a Data Collection Tool to the Lucity development database. The I-Team and Core Team test the set of data loading scripts to ensure they perform in accordance with the mapping. The Core Team reviews the data migration plan, the detailed data mapping, and the migrated data during testing to ensure that the scripts function as expected. Once the I-Team and Core Team are satisfied that the scripts function as expected, the scripts are set aside until needed for final migration before Rollout. The I-Team assists the City in running the scripts just prior to the System Rollout.

The foundation for a sound Lucity asset registry (assets and associated specifications) starts with quality data. The Core Team scrubs and normalizes data from a variety of sources, both digital and hardcopy, prior to final migration. Data scrubbing and normalization involves reviewing existing databases to make sure:

- > Duplicate records are eliminated
- > Unused or unwanted fields are eliminated
- > Wanted database fields are fully populated
- > Data is entered in a consistent manner
 - Upper-lower case, all upper case, etc.
 - Unit abbreviations (RPM, GPD, kWh, etc.)

It has been our experience with previous asset management system implementations that often times, legacy data sources are incomplete. It may be necessary for the City to consider updating its asset registry with an updated asset inventory. Additional considerations include implementing an asset tagging program with unique asset identification numbers that can be linked back to Lucity for streamlined asset identification in the field.

DELIVERABLE: Phase Two Data Migration Requirements Workshop

DELIVERABLE: Phase Two Data Migration Plan (Scope Definition, Mapping, and Script Summary)

DELIVERABLE: Phase Two Asset and Equipment Data Loaded and Verified

Task 3 – System Interface Services

The I-Team facilitates an Interface Requirements Workshop for the Core Team to determine the City's specific interface requirements, including Human Resources, Purchasing, Inventory and SCADA. The I-Team develops subsequent functional and technical documentation and provides assistance to the City for updating its Lucity interfaces. The City develops any new and/or modifies any existing system interfaces based on the functional and technical documentation with I-Team's assistance as-needed. The I-Team is responsible for extracting and importing data out of and into Lucity as well as external applications.

DELIVERABLE: Phase Two Interface Requirements Workshop

DELIVERABLE: Phase Two Interface Functional and Technical Requirements

DELIVERABLE: Phase Two Interfaces Oversight Completed, Installed, and Tested

Task 4 – Reporting

The I-Team leads the development of each Division's top ten highest priority reports. Initially, the I-Team conducts a workshop to review standard Lucity reports along with an evaluation of the standard reports with the Core Team and Sponsors. The I-Team also presents additional go-by reports and key performance indicators for discussion.

A list of desired management reports, standard queries and saved searches results from the workshops and discussions. Additionally, the I-Team reviews the report data requirements and sources (e.g. Lucity, other legacy systems) with the Core Team and Sponsors. The I-Team documents the desired management reports, standard queries and saved searches along with the report's functional and technical specifications for each desired report. The documentation provides programming guidance for current and future report development.

DELIVERABLE: Phase Two Reporting Workshop

DELIVERABLE: Phase Two Reporting Functional and Technical Requirements

DELIVERABLE: Phase Two Reports Oversight Completed, Installed, and Tested

Task 5 – System Testing

The I-Team supports final system testing prior to moving the Lucity software into production. The I-Team develops a System Test Plan, which utilizes the workflow scenarios provided by the Core Team for software configuration validation and extends these to include testing scenarios for the external interfaces. The Core Team provides the workflow scenarios for the interface functionality. The plan enables a comprehensive "City-integrated" business oriented test of Lucity. The City reviews and approves the test plan prior to execution. The I-Team provides support during the testing period to assist the Core Team's testing efforts of the integrated workflow scenarios.

The I-Team's approach to System Testing stresses specific milestones be reach prior to testing. Finalized data migration, interface development and report development are vital to performing a comprehensive, integrated system test. The project schedule specifically notes these milestones as they play an important role to system testing and verification.

DELIVERABLE: Phase Two System Test Plan

DELIVERABLE: Phase Two System Tested and Verified

Task 6 – Training

Effective functional and technical training is extremely critical to the success of any software implementation project. The I-Team's Lucity implementation methodology considers this by addressing a combination of Technical and End User training to support this key activity.

The first step in the training process is to develop an Education Plan. This activity requires the I-Team & Core Team, regarding the target user community, to determine course requirements, course content, course durations, required attendees (for each course), training sequence, and training schedule using a standard approach. The I-Team and Core Team collect and organize the detailed information needed to ensure each end-user receives "just enough training, just in time". The I-Team documents all of this information in the project Education Plan and submits it to the Core Team for approval and scheduling.

The second step in the training program is Technical Training. The I-Team provides three days of

System Administration training at a City training facility for a maximum of three to four key staff (this is really a review of the items learned throughout the project). This training enables the City to support the Core Team in configuration work during the workshop phase and provide ongoing configuration support to the user community after go-live.

The final step in the training program is End User Functional Training. The I-Team provides Train the Trainer (T3) training for a selected team of City trainers at a City training facility. This cost-effective training approach trains City trainers in the Lucity application and shows them how to teach Lucity to end users. These services consist of detailed application training to the appropriate T3 instructors covering the Lucity Asset, Resource, Administration, Accounting, Maintenance, Customer Service, and Inventory Management functions using City-provided work processes as a training basis. Trainers observe and comment on an initial training session taught by the City's trainers in order to provide constructive feedback on their training delivery.

DELIVERABLE: Phase Two Education Plan

DELIVERABLE: Phase Two System Administration Training

DELIVERABLE: Phase Two Train-the-Trainer (T3) Functional Training

Task 7 – System Rollout Support

The I-Team develops the system cutover plan and oversees the cutover to a production environment. Lucity moves to production after the City completes the system configuration, data loading, workflow and interface testing, training and final checklist. The I-Team supports the system Rollout by verifying the production environment and final system configuration. The I-Team provides resources to support these pre-“Go Live” activities and provides field coaching during the critical days following when end users begin using the new business application and processes. The I-Team provides a “Go-Live” checklist to help the City prepare for the rollout event.

DELIVERABLE: Phase Two System Cutover Plan with Go-Live Checklist

DELIVERABLE: Phase Two Post Go-Live Support

Phase Three – Water Distribution and Wastewater Collection

Task 1 – Software Configuration

The I-Team continues performing the functions necessary to assist Core Team to transition from the City's existing information bases and business processes to develop a Lucity configuration that is consistent across Departmental and Divisional lines. This includes facilitating a series of workshops to help understand configuration options available within Lucity as well as the association between the City's defined business workflows and Lucity. The I-Team assumes that the Core Team represents the affected City business function entities and that a single configuration applies Department-wide. This is especially important since the Water Production and Wastewater Treatment Divisions comprise Phase Two of the Lucity implementation project.

We propose two Configuration Workshops that address the relevant application subsystems (Resource, Accounting; Maintenance, Customer Service, Timekeeping; Inventory Management; GIS). The I-Team facilitates these configuration workshops for the Core Team. The I-Team assumes that the Core Team enters all configuration data with I-Team assistance as needed. Through this process, the Core Team becomes very familiar with the application's functionality, configurability, and the association of Lucity with City business processes. A master list of configurable items guides, manages, and tracks status of

the process.

Following completion of the application configuration workshops, the I-Team and Core Team jointly develop and test business workflow scenarios to validate that the configured software meets the City's stated business. We propose two workflow workshops to implement this process. The I-Team facilitates the workflow development by providing previous Lucy implementation experiences and examples, if needed. A list of required workflows develops as a result. The Core Team develops the workflows and the I-Team provides support as needed. The I-Team assists the Core Team in testing the project business workflows. If required, software configuration changes occur during these workshops to match the business requirements with the Lucy application.

DELIVERABLE: Two (2) Phase Three Configuration Workshops

DELIVERABLE: Two (2) Phase Three Workflow Workshop

DELIVERABLE: Phase Three Lucy Configurable Items Summary

Task 2 – Data Conversion and Migration

The I-Team plans and leads the data mapping and data conversion effort from legacy Water Distribution and Wastewater Collection data sources to the current Water Distribution and Wastewater Collection Lucy database. The I-Team facilitates a Data Migration Requirements Workshop for the Core Team to determine the City's specific data requirements. Based on the workshop findings, the I-Team develops a Data Migration Plan that clearly defines the set of data sources and the associated migration/conversion requirements. The City is responsible for ensuring the completeness and integrity of the inbound data. The I-Team & Core Team maps this data to the appropriate Lucy tables and develops data loading scripts to migrate the data from a Data Collection Tool to the Lucy development database. The I-Team and Core Team test the set of data loading scripts to ensure they perform in accordance with the mapping. The Core Team reviews the data migration plan, the detailed data mapping, and the migrated data during testing to ensure that the scripts function as expected. Once the I-Team and Core Team are satisfied that the scripts function as expected, the scripts are set aside until needed for final migration before Rollout. The I-Team assists the City in running the scripts just prior to the System Rollout.

The foundation for a sound Lucy asset registry (assets and associated specifications) starts with quality data. The Core Team scrubs and normalizes data from a variety of sources, both digital and hardcopy, prior to final migration. Data scrubbing and normalization involves reviewing existing databases to make sure:

- > Duplicate records are eliminated
- > Unused or unwanted fields are eliminated
- > Wanted database fields are fully populated
- > Data is entered in a consistent manner
 - Upper-lower case, all upper case, etc.
 - Unit abbreviations (RPM, GPD, kWh, etc.)

It has been our experience with previous asset management system implementations that often times, legacy data sources are incomplete. It may be necessary for the City to consider updating its asset registry with an updated asset inventory. Additional considerations include implementing an asset tagging program with unique asset identification numbers that can be linked back to Lucy for

streamlined asset identification in the field.

DELIVERABLE: Phase Three Data Migration Requirements Workshop
DELIVERABLE: Phase Three Data Migration Plan (Scope Definition, Mapping, and Script Summary)
DELIVERABLE: Phase Three Asset and Equipment Data Loaded and Verified

Task 3 – System Interface Services

The I-Team facilitates an Interface Requirements Workshop for the Core Team to determine the City's specific interface requirements, including Human Resources, Purchasing, Inventory, and SCADA. The I-Team develops subsequent functional and technical documentation and provides assistance to the City for updating its Lucy interfaces. The City develops any new and/or modifies any existing system interfaces based on the functional and technical documentation with I-Team's assistance as-needed. The I-Team is responsible for extracting and importing data out of and into Lucy as well as external applications.

DELIVERABLE: Phase Three Interface Requirements Workshop
DELIVERABLE: Phase Three Interface Functional and Technical Requirements
DELIVERABLE: Phase Three Interfaces Oversight Completed, Installed, and Tested

Task 4 – GIS Integration and Interface Services

Lucy's GIS integration provides for two-way navigation between Lucy and GIS. This real-time integration enables the use of spatial selects and mapped assets to perform maintenance activities such as creating work orders and viewing asset history from the GIS map viewer. Implementation of this integration requires GIS configuration software (provided by Lucy) and appropriate implementation services. The I-Team oversees the installation, configuration, and testing of the GIS solution on the appropriate City server. The City is responsible for installing, operating, maintaining, and configuring the ESRI GIS software or as needed by the I-Team. The I-Team reviews the City's existing GIS geodatabase schema and topology to make sure it maps properly to the Core Team's agree-upon Lucy asset hierarchy and workflow requirements. Should any GIS geodatabase schema or topology be required, the I-Team documents them in the Data Migration Plan.

Additionally, the I-Team oversees the implementation of Lucy's GIS data interface based on the City's requirements. Included in these tasks are development of functional requirements, technical specifications, and the interface software.

DELIVERABLE: Lucy GIS Interface Installed and Configured

Task 5 – Reporting

The I-Team leads the development of each Division's top ten highest priority reports. Initially, the I-Team conducts a workshop to review standard Lucy reports along with an evaluation of the standard reports with the Core Team and Sponsors. The I-Team also presents additional go-by reports and key performance indicators for discussion.

A list of desired management reports, standard queries and saved searches results from the workshops and discussions. Additionally, the I-Team reviews the report data requirements and sources (e.g. Lucy, other legacy systems) with the Core Team and Sponsors. The I-Team documents the desired

management reports, standard queries and saved searches along with the report's functional and technical specifications for each desired report. The documentation provides programming guidance for current and future report development.

DELIVERABLE: Phase Three Reporting Requirements Workshop
DELIVERABLE: Phase Three Reporting Functional and Technical Requirements
DELIVERABLE: Phase Three Reports Oversight Completed, Installed, and Tested

Task 6 – System Testing

The I-Team supports final system testing prior to moving the Lucity software into production. The I-Team develops a System Test Plan, which utilizes the workflow scenarios provided by the Core Team for software configuration validation and extends these to include testing scenarios for the external interfaces. The Core Team provides the workflow scenarios for the interface functionality. The plan enables a comprehensive “City-integrated” business oriented test of Lucity. The City reviews and approves the test plan prior to execution. The I-Team provides support during the testing period to assist the Core Team’s testing efforts of the integrated workflow scenarios.

The I-Team’s approach to System Testing stresses specific milestones be reach prior to testing. Finalized data migration, interface development and report development are vital to performing a comprehensive, integrated system test. The project schedule specifically notes these milestones as they play an important role to system testing and verification.

DELIVERABLE: Phase Three System Test Plan
DELIVERABLE: Phase Three System Tested and Verified

Task 7 – Training

Effective functional and technical training is extremely critical to the success of any software implementation project. The I-Team’s Lucity implementation methodology considers this by addressing a combination of Technical and End User training to support this key activity.

The first step in the training process is to develop an Education Plan. This activity requires the I-Team & Core Team, regarding the target user community, to determine course requirements, course content, course durations, required attendees (for each course), training sequence, and training schedule using a standard approach. The I-Team and Core Team collect and organize the detailed information needed to ensure each end-user receives “just enough training, just in time”. The I-Team documents all of this information in the project Education Plan and submits it to the Core Team for approval and scheduling.

The second step in the training program is Technical Training. The I-Team provides three days of System Administration training at a City training facility for a maximum of three to four key staff (this is really a review of the items learned throughout the project). This training enables the City to support the Core Team in configuration work during the workshop phase and provide ongoing configuration support to the user community after go-live.

The final step in the training program is End User functional training. The I-Team provides Train the Trainer (T3) training for a selected team of City trainers at a City training facility. This cost-effective training approach trains City trainers in the Lucity application and shows them how to teach Lucity to end users. These services consist of detailed application training to the appropriate T3 instructors

covering the Lucity Asset, Resource, Administration, Accounting, Maintenance, Customer Service, Inventory Management and GIS functions using City-provided work processes as a training basis. Trainers observe and comment on an initial training session taught by the City's trainers in order to provide constructive feedback on their training delivery.

DELIVERABLE: Phase Three Education Plan
DELIVERABLE: Phase Three System Administration Training
DELIVERABLE: Phase Three Train-the-Trainer (T3) Functional Training

Task 8 – System Rollout Support

The I-Team develops the system cutover plan and oversees the cutover to a production environment. Lucity moves to production after the City completes the system configuration, data loading, workflow and interface testing, training and final checklist. The I-Team supports the system Rollout by verifying the production environment and final system configuration. The I-Team provides resources to support these pre-“Go Live” activities and provides field coaching during the critical days following when end users begin using the new business application and processes. The I-Team provides a “Go-Live” checklist to help the City prepare for the rollout event.

DELIVERABLE: Phase Three System Cutover Plan with Go-Live Checklist
DELIVERABLE: Phase Three Post Go-Live Support

I. Summary

The I-Team has provided specific information for implementation of Lucity, inclusive of migrating, interfacing, or integrating the City's existing data and legacy systems. The I-Team and the Core Team proceed with this project upon receipt of the City's formal Notice to Proceed, which takes the form of an executed Statement of Work (SoW), supported by a Consulting Services Agreement (CSA). The SoW prescribes the scope of the project and the responsibilities of the parties, including the I-Team, as well as the City. When the I-Team's Project Manager becomes aware of a Change in Scope with the project, he discusses this with the City's Project Manager to obtain clarity, and then documents the Change Order. Both organizations sign the Change Order, which clearly outlines the new scope, its reasoning as well its impact on Schedule, Deliverables, Milestones, Cost and/or Resources. Work commences according to adjusted project plan only when the I-Team receives the City's fully executed Change Order. ***Cardno will comply with all the applicable provisions in RFP No. 15-036 – Asset Management Software.***

CONTRACT TERMS & CONDITIONS (from RFP No. 15-036, Section E)

1 – MODIFICATIONS / WITHDRAWALS OF SUBMITTALS

Prior to the solicitation due date, a respondent may change its response by submitting a new response with a modification letter replacing the original response. The modification letter must be on the company's letter head and signed by an authorized agent of the company. Modifications received after the response due date and time will not be considered. A solicitation may be withdrawn at any time prior to the solicitation due date by issuing a written notice. The written notice must be addressed to and received by the Purchasing Director, prior to the solicitation due date. A solicitation may also be withdrawn after the solicitation due date but before recommendation of award, by submitting a withdrawal letter to the Purchasing Director. The withdrawal letter must be on a company letterhead,

signed by an authorized agent of the company, and address the reason(s) for the withdrawal after the solicitation due date. The City may, at its sole discretion, accept or deny any modification or withdrawal request.

2 – RESPONSE POSTPONEMENT / CANCELLATION / REJECTION

The City may, at its sole discretion, reject any and all, or parts of any and all, responses; re-advertise this solicitation; postpone or cancel, at any time, this response process; or waive any irregularities in the solicitation or in any responses received as a result of this solicitation.

3 – EXCEPTIONS TO SOLICITATION

Respondents must clearly indicate any exceptions they wish to make to any of the terms in this solicitation, and outline what alternative is being offered. The City, after completing evaluations, may accept or reject the exceptions. In cases in which the exceptions are rejected, the City may require the respondent to furnish the services or goods originally described, or negotiate an alternative acceptable to the City.

4 – CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made on writing by the City of Clermont.

5 – ADDENDA

Any interpretations, corrections, or changes to this solicitation will be made by addenda. Sole issuing authority shall be vested in the City of Clermont Purchasing Department. Addenda will be sent to all who are known to have received a copy of this solicitation. If the addenda contain changes to the specification or solicitation form, prospective respondents shall acknowledge receipt of all addenda or they will be declared non-responsive.

6 – CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between documents, the order of precedence shall be as follows:

1. Any agreement or contract resulting from the award of this solicitation (if applicable).
2. Addenda released for this solicitation, with the latest addendum taking precedence.
3. The solicitation.
4. The awardees' response.

It is incumbent upon the vendor to identify such conflicts to the designated purchasing representative prior to the response due date.

7 – MISTAKES

Respondents are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to the solicitation. Failure of the respondent to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the City.

8 – PAYMENT TERMS AND DISCOUNT

Payment will be made by the City after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or purchase order. Invoices must bear the purchase order, contract number, or both when available, and shall be submitted to the ordering department. Payment terms will be considered to be Net-30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified. If a contractor offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice at the office specified.

9 – DELIVERY

Delivery time shall be calculated in calendar days from the issuance date of purchase order. Unless otherwise stipulated in the contract, delivery time shall be between 9:00 a.m. and 4:00 p.m. Eastern Standard Time, Monday through Friday except City Holidays. However, goods' required for daily consumption, or where the delivery is an emergency, or is overdue, the convenience of the City shall govern. If, in calculating the number of calendar days from the purchase order date, the delivery falls on a Saturday, Sunday, or City Holiday, delivery shall be made no later than the next business day. Unless otherwise specified in the solicitation, all prices shall be F.O.B. Destination. Freight shall be included in the price. Substitution of shipments of any kind will not be accepted. Respondents are expected to furnish the brand quoted in their response once awarded. Any substitute shipment will be returned at the respondent's expense.

10 – INSPECTION & ACCEPTANCE OF TITLE

Inspection and acceptance will be at destination unless otherwise provided in this solicitation. Title to/or risk of loss, or damage to all items, shall be the responsibility of the successful respondent until acceptance by the buyer/department.

11 – PACKAGING

Unless otherwise stated in the Special Provisions, Pricing Section or Addenda, deliveries must consist only of new and unused goods and shall be the current standard production model available at the time of the response due date. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items shall bear a label, imprint, or other legible markings stating the name of the manufacturer or supplier, purchase order number, and any other markings required by the specifications.

12 – SAMPLES

Samples or inspection of product, may be requested to determine suitability after the solicitation due date and should be received within seven (7) working days of request. Samples of items, when required, must be furnished free of expense to the City. Samples, if not destroyed, will be returned upon request at the respondent's expense. Respondents will be responsible for the removal of all samples furnished within thirty (30) days after solicitation due date. All samples will be disposed of after thirty (30) days.

13 – QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this solicitation shall be new. The items must be new, latest model, of the best quality, and highest grade workmanship.

14 – NON-CONFORMANCE

Items may be tested for compliance with specifications. Item delivered, not conforming to specifications may be rejected and returned at respondent's expense. These items and items not delivered, as per delivery date in response or purchase order, may be purchased on the open market. Any increase in cost may be charged against the respondent. Any violation may result in respondent's name being removed from the vendor registration list and/or departments being advised not to do business with the respondent.

15 – TAXES

The City of Clermont is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Successful respondent shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The respondent is responsible for reviewing the pertinent Florida Statutes involving the sales tax and complying with all requirements.

16 – CONTINGENCY FEES

By submitting a response to this solicitation, the respondent certifies that no contingency fees (sometimes known as finder's fee) has been paid to any person or organization other than bona-fide employee working solely for the respondent to secure a contract pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment.

17 – OTHER GOVERNMENTAL ENTITIES

With the consent of the respondent, other governmental entities may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein. Prices shall be F.O.B. delivered to the requesting government entity.

18 – PUBLIC RECORDS

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Respondents are hereby notified that all information submitted as part of a response to this solicitation will be subject for public inspection upon award in compliance with Chapter 119.01, Florida Statutes. The respondent should not submit any information in response to this solicitation which the respondent considers proprietary or confidential. The submission of any information to the City, in connection with this solicitation, shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt, or confidential, under Chapter 119.01, Florida Statutes.

19 – APPEAL PROCEDURES

Any prospective respondent may only appeal any determination, decision or recommendation of the Purchasing Director, in accordance herewith. All appeals must be in writing and sent via certified mail or delivered in person to the City Manager within three (3) business days of issuance of such determination, decision or recommendation. The City Manager shall administer the appeal and shall render a decision within seven (7) business days of receiving the appeal. All appeals must set forth the specific reason and facts concerning the dispute. Any appeal based exclusively on disagreement with the technical judgment of evaluators is subject to summary rejection unless there is clear and convincing evidence of arbitrary or capricious action in that regard. In the event of a timely appeal, the City shall not proceed further with the solicitation or with the award of bid/contract unless the City Manager, after consultation with the Director of the using department(s) or division(s), forwards to the

City Council a written request to award the bid/contract without delay in order to protect the public health, safety or general welfare and City Council approves said request.

20 – RULES, REGULATION, LICENSING REQUIREMENTS

Respondents are expected to be familiar with and comply with all Federal, State and local laws, ordinances, codes, and regulations that may in any way affect the services offered. Ignorance on the part of the respondent will in no way relieve it from responsibility for compliance.

21 – DEFAULT

Failure or refusal of a respondent to execute a contract upon award by the City Council, or untimely withdrawal of a response before such award is made and approved, may result in forfeiture of that portion of any surety required as liquidated damages to the City; where surety is not required, such failure may result in a claim for damages by the City and may be grounds for removing the respondent from the City's vendor list.

22 – CONFLICT OF INTEREST

No contract will be awarded to a respondent who has City officials, officers or employees affiliated with it, unless the respondent has fully complied with current Florida Statutes and City Ordinances related to this issue. All respondents must disclose with their response the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, child) who is also an employee of the City. Further, all respondents must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the respondent or any of its affiliates. Failure to disclose any such affiliation will result in disqualification of the response and prohibition of engaging in any future business with the City.

23 – RESPONSIBILITY

Before submitting responses, each prospective respondent shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will not relieve the successful respondent from any obligation to comply with every detail, provisions, and requirements of the solicitation and resulting contract documents. In addition, failure to make such investigations and examinations will not be accepted as a basis for any claims whatsoever, or any monetary consideration on the part of the respondent.

24 – RELATION OF CITY

It is the intent of the parties hereto that the successful respondent be legally considered to be an independent respondent and that neither the respondent nor the respondent's employees and agents shall, under any circumstances, be considered employees or agents of the City.

25 – PRIME CONTRACTOR

The respondent awarded a contract shall act as the prime contractor for all required items and services and shall assume all responsibility for the procurement of such items or services. The contractor shall be considered the sole point of charges and meeting all requirements of this solicitation. All subcontractors will be subject to advance review by the City in regards to competency and security concerns. After the award of the contract, no change in subcontractors will be made without the consent of the City. The contractor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the City may require

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

26 – COLLUSION

Where two (2) or more related parties each submit a response for the same solicitation, such response shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such responses. Related parties shall mean respondents or the principals thereof which have a direct or indirect ownership interest in another respondent for the same contract or in which a parent company or the principals thereof of one (1) respondent have a direct or indirect ownership interest in another respondent for the same solicitation. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment, shall also be presumed to be collusive. Responses found to be collusive shall be rejected. Respondents which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusion may be terminated for default.

27 – PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 of the Florida Statutes, for CATEGORY TWO (\$25,000.00) for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a response to this solicitation, the respondent is certifying that it is eligible for award under this solicitation pursuant to Chapter 287.132 and 287.133 Florida Statutes.

28 – ASSIGNMENT

Successful respondent shall not enter into any sub contract, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of its right, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the City. Any unauthorized assignment may constitute a default by the successful respondent.

29 – INDEMNIFICATION

The successful respondent shall be required to agree to indemnify and hold harmless the City and its council, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorneys fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful consultant, its employees, or agents in connection with the performance of service pursuant to the resultant contract. The successful respondent shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by the City in the defense of such claims and losses, including appeals.

30 – TERMINATION FOR DEFAULT

If through any cause, the successful respondent fails to fulfill in a timely manner or otherwise violate

any of the covenants, agreements, or stipulations material to the contract, the City shall have the right to terminate the services remaining to be performed by giving written notice to the successful respondent of such termination. Termination for default shall become effective upon the date specified in the written notice. In that event, the City shall compensate the successful respondent in accordance with the contract for all services performed by the respondent prior to the termination date, net of any costs incurred by the City as a consequence of the default. The successful respondent shall not be relieved of liability to the City for damages sustained by the City by breach of contract by the respondent. The City may reasonably withhold payments to the successful respondent for the purposes of set off until such time as the exact amount of damages due the City from the successful respondent is determined.

31 – TERMINATION FOR CONVENIENCE

The City may, for its convenience, terminate the services then remaining to be performed at any time without cause by giving written notice to successful respondent of such termination, which shall become effective thirty (30) days following receipt by respondent of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the City. If the agreement is terminated by the City as provided in this section, the City shall compensate the successful respondent in accordance with the agreement for all services actually performed by the successful respondent and reasonable direct costs of successful respondent for assembling and delivering to City all documents. No compensation shall be due to the successful respondent for any profits that the successful respondent expected to earn on the balance of the agreement. Such payments shall be the total extent of the City's liability to the successful respondent upon a termination as provided for in this section.

32 – TEMINATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a contractor is limited to the availability of funds appropriated in a current fiscal period. Continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

33 – FORCE MAJEURE

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

34 – PAYMENT & PERFORMANCE BONDS

If a Payment & Performance Bond is required in Section A, the contractor shall, within seven (7) calendar days after notification of award, furnish to the City a Payment & Performance Bond payable to the City of Clermont, Florida, in the face amount specified herein as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing bond. The Payment and Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

35 – LIABILITY, INSURANCE, LICENSES, AND PERMITS

Where the successful respondent is required to enter or go into City of Clermont property to deliver materials, perform work or services as a result of an award, the respondent will assume the duty, obligation, and expense of obtaining all necessary licenses, permits, and insurance. Successful respondent shall obtain, provide, and maintain during the term of the contract the types and amounts of insurance indicated in Section A “Insurance Requirements”. Insurance shall be maintained with insurers licensed to sell insurance in the State of Florida and have a B+, VI, or higher rating in the latest edition of A.M. Best's insurance guide. Successful respondent(s) shall name the City of Clermont as an additional insured on all liability policies required as a result of an award. When naming the City of Clermont as an additional insured, the insurance company hereby agrees and endorses the policies, to state that the City will not be liable for the payment of any premiums or assessments. Successful respondent failure to procure or maintain required insurance program shall constitute a material breach of agreement under which the City may immediately terminate the award or contract.

All work performed shall comply with applicable County and municipal code requirements, as well as the Florida Building Code. The successful respondent shall be liable for any damages or loss to the City, occasioned by negligence of the respondent, agent, or any person the respondent has designated in the completion of the contract as a result of this solicitation.

36 – LAWS / ORDINANCES

Respondents are expected to be familiar with and comply with all Federal, State, local and municipal laws, ordinances rules and regulations that may, in any way affect the services offered. Ignorance on the part of the respondent will in no way relieve it from responsibility for compliance.

37 – LITIGATION VENUE

The contractual parties waive the privilege of venue and agree that all litigation between them in the State courts shall take place in Lake County, Florida and that all litigation between them in the federal courts shall take place in Central Florida.

38 – PATENTS AND ROYALTIES

The contractor, without exception, shall indemnify, save harmless, and defend the City and its employees from liability of any nature and kind, including costs and expenses for or on account of any copyrighted or un-patented invention, process, or article manufactured or used in the performance of the contract. If the contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the response prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

39 – RECYCLE CONTENT

In addressing environmental concerns, the City of Clermont encourages responses containing items with recycled content. When submitting a response containing items with recycled content, the respondent shall provide documentation adequate for the City to verify the recycled content. The city prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the solicitation, the City may give preference to responses containing items manufactured with recycled material or packaging that is able to be recycled.

40 – OSHA

The respondent warrants that the product supplied to the City of Clermont shall conform in all aspects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended. The failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the respondent.

- ii. The team plans to deliver the CMMS software within sixty (60) calendar days from purchase order or notice of award.
- iii. Lucy guarantees the software against failure due to defective material or workmanship for a minimum period of twelve (12) months from date of delivery. The software will be replaced or repaired without cost to the City for any defects discovered during the warranty period. A copy of the warranty can be found on Page 63.
- iv. The project schedule allows a minimum of ninety (90) calendar days test period to use and operate the CMMS software before final acceptance and full refund of the purchase price if said software is found defective.
- v. The following support services are included, without additional charge, for a period of ninety (90) calendar days from the end of the test period.
 - Toll-free telephone support line – twenty-four (24) hours a day, seven days per week;
 - Electronic support;
 - Product enhancements, updates and new releases
- vi. The requisite information is included within the submittal.

Lucity™ Software License Agreement

IMPORTANT – READ CAREFULLY BEFORE INSTALLATION

This software is subject to acceptance of the Lucity™ Software License Agreement. Lucity, Inc. (Lucity) is willing to license this software to you only upon the condition that you accept all of the terms and conditions contained in the Lucity™ Software License Agreement and any stated Special Provisions.

THIS AGREEMENT ("Agreement") is between Lucity, Inc., a Kansas corporation with its principal place of business at 10561 Barkley, Suite 100, Overland Park, KS 66212 ("Lucity"), and Licensee with its software programs accessing databases residing at Licensed Site.

RECITALS

WHEREAS, Lucity owns certain software programs that are licensed under individual product titles which are known collectively as "Lucity™ software";

WHEREAS, Licensee would like to use, and Lucity would like to grant Licensee the right to use, those software products, while protecting the copyrights, trade secrets, confidential information, and other valuable intellectual property they contain.

NOW, THEREFORE, Lucity and Licensee agree as follows:

1. DEFINITIONS.

"Program(s)" means the object code versions of the computer software products, databases, and related documentation.

"Users" means (i) the specified number of persons permitted to access all Programs (i.e. Named Users), (ii) the specified maximum number of persons permitted to access a Program (i.e. Seats), or (iii) the specified number of computer hardware devices permitted to provide access to a Program (i.e. Installs).

"Clients" means the number of individual database setups that can be accessed by a Program.

"Licensed Site" means the location at which the Licensee will be permitted to store the databases used by the Program(s).

"Effective Date" means the date of receipt of Licensee's purchase order citing this Agreement.

2. LICENSE GRANT.

(a) License. Subject to the terms and conditions of this Agreement, Lucity grants Licensee a fee-bearing nonexclusive license to use the object code versions of the Program(s) for its internal purposes during the term of this Agreement; provided, however, that (i) the number of Users of each Program shall not exceed the permitted number of persons or devices for each such Program, (ii) the number of individual database setups that can be accessed by each Program shall not exceed the number of Clients for each such Program, and (iii) the location at which the databases accessed by the Program(s) reside shall be the Licensed Site designated herein.

(b) Copying. Licensee may make only as many copies of each Program as are necessary for Licensee to utilize the total Users for each such Program.

(c) Future Licenses. Lucity and Licensee may, by mutual agreement, include future licenses of the Program(s) under this Agreement by exchanging documents (i.e., a purchase order from Licensee and acknowledgment from Lucity) referencing this Agreement and the Program(s) to be licensed. Such future Program(s) shall be included as Program(s) under this Agreement. The parties agree that such purchase orders and acknowledgments shall have no effect on the terms and conditions of this Agreement, under which such Program(s) are licensed.

(d) Limited Grant. Except as expressly provided in this Section 2, Lucy grants and Licensee receives no right, title or interest in or to the Programs or any other deliverables provided by Lucy in connection with this Agreement and Lucy reserves and retains all such right, title, and interest.

(e) Disaster Recovery and Testing. The Licensee is permitted to install the Programs at its internal disaster recovery site and to store copies of the databases used by the Programs for the purposes of testing its disaster recovery plan. The Licensee is also permitted to install the Programs in a testing environment at its Licensed Site and to store copies of the databases used by the Programs for the purposes of testing future releases and training users.

3. LICENSE RESTRICTIONS.

(a) No Reverse Engineering. Licensee agrees not to disassemble, decompile, reverse analyze, or reverse engineer the Program(s).

(b) No Modification. Licensee agrees not to modify the Program(s) without the written consent of Lucy.

(c) No Copying. Licensee agrees not to copy the Program(s), in whole or in part, except for a reasonable number of back-up copies and copies for disaster recovery and testing purposes, and as may be necessary to utilize the total Users for a given Program.

(d) No Third Party Use. Licensee will not use the Program(s) in any manner to provide computer services to third parties.

(e) Training. Licensee will not use the Program(s) until its personnel have received sufficient training in the configuration and use of the Program(s) to generate accurate data from the operation of the Program(s).

4. PROPRIETARY RIGHTS.

(a) Lucy's Property. The Program(s), in whole and in part and all copies thereof, are and will remain the sole and exclusive property of Lucy.

(b) Licensee's Property. Any and all information provided by Licensee, as well as any and all information generated by Licensee's use of the Programs (specifically excluding Program code), shall remain the sole and exclusive property of Licensee.

(c) Proprietary Notices. Licensee will not delete or alter any copyright, trademark, and other proprietary rights notices of Lucy and its licensors appearing on the Program(s). Licensee agrees to reproduce such notices on all copies it makes of the Program(s).

5. DELIVERY.

Lucy will deliver license codes for the Program(s), which provide for downloading of installation components by Licensee, to Licensee within a reasonable time of execution of this Agreement by both parties.

6. FEES AND TAXES.

(a) License Fee – Named Products Licensing. As consideration for the rights granted to Licensee under the Agreement set forth in Section 2 of this Agreement, Licensee shall remit payment to Lucy the License Fee within thirty (30) days of the delivery of license codes for the Program(s). Late payments will be subject to a late fee of one and one-half percent (1-1/2%) per month or the maximum rate permitted by applicable law, whichever is less. Lucy may publish revised fee schedules from time to time, and any fees for future licenses for the Program(s) included under this Agreement shall be determined by Lucy's then-current fee schedule.

(b) Annual Fee – Named Users Licensing. As consideration for the rights granted to Licensee under the Agreement set forth in Section 2 of this Agreement, Licensee shall remit payment to Lucy (i) the appropriate Annual Fee within thirty (30) days of the Effective Date, and (ii) the appropriate Annual Fee within thirty (30) days of anniversary of the Effective Date for each renewal period. Late payments will

be subject to a late fee of one and one-half percent (1-1/2%) per month or the maximum rate permitted by applicable law, whichever is less. Lucy may publish revised fee schedules from time to time, and any fees for renewal periods for the Program(s) included under this Agreement shall be determined by Lucy's then-current fee schedule.

(c) Taxes. Fees due under this Agreement do not include any taxes. Licensee will be responsible for, and will promptly pay, all taxes of whatever nature (including but not limited to sales and use taxes) resulting from or otherwise associated with this Agreement or Licensee's receipt or use of the Program(s), except income taxes based on Lucy's income. In lieu of payment of such taxes, Licensee shall provide Lucy with proof of Licensee's tax exempt status.

7. WARRANTIES.

(a) Warranty. Lucy warrants that during the twelve (12) months following the delivery of the license codes for the Program(s):

(i) the Program(s) will be capable of performing in the manner described in all the documentation in all material respects; and

(ii) the installation components of the Program(s) will be free from defects in materials and workmanship.

(b) Exclusive Remedy. In the event that the Program(s) or installation components fail to conform to such warranty, as Licensee's sole and exclusive remedy for such failure Lucy will, at its option and without charge to Licensee, repair or replace the Program(s) or installation components or refund to Licensee the License Fee paid, provided that the nonconforming item is returned to Lucy within the 12-month warranty period.

(c) Disclaimer. The Warranties provided in this Section are in lieu of all other warranties, express and implied, including but not limited to any implied warranties of Merchantability, and Fitness for a Particular Purpose.

8. INDEMNITY.

(a) Duty to Indemnify and Defend.

(i) Lucy will defend or settle at Lucy's own expense, any action or other proceeding brought against Licensee to the extent that it is based on a claim that the use of the Program(s) as licensed in this Agreement infringes any U.S. copyright or that the Program(s) incorporates any misappropriated trade secrets.

(ii) Lucy will pay any and all costs, damages, and expenses (including but not limited to reasonable attorneys' fees) Licensee becomes obligated to pay in any such action or proceeding attributable to any such claim.

(iii) Lucy will have no obligation under this Section as to any action, proceeding, or claim unless: (A) Lucy is notified of it promptly; (B) Lucy has sole control of its defense and settlement; and (C) Licensee provides Lucy with reasonable assistance in its defense and settlement.

(b) Injunctions. If Licensee's use of any Program(s) under the terms of this Agreement is, or in Lucy's opinion is likely to be, enjoined due to the type of infringement or misappropriation specified in Section 8(a)(i), then Lucy may, at its sole option and expense, either:

(i) procure for Licensee the right to continue using such Program(s) under the terms of this Agreement;

(ii) replace or modify such Program(s) so that it is noninfringing and substantially equivalent in function to the enjoined Program(s); or

(iii) if options (i) and (ii) above cannot be accomplished despite the reasonable efforts of Lucy, then Lucy may both:

(A) terminate Licensee's rights and Lucy's obligations under this Agreement with respect to such Program(s); and

(B) refund to Licensee the unamortized portion of the License Fee paid based upon a 5 year straight-line depreciation, such depreciation to be deemed to have commenced on the effective date of this Agreement.

(c) Exclusive Remedy. The foregoing are Lucy's sole and exclusive obligations, and Licensee's sole and exclusive remedies, with respect to infringement or misappropriation of intellectual property rights. Lucy makes no separate warranty of noninfringement under or in connection with this agreement.

(d) Exceptions. Lucy will have no obligations under this Section 8 with respect to infringement or misappropriation arising from: (i) modifications to the Program(s) that were not made by Lucy (whether or not authorized by Lucy); (ii) Program(s) specifications or modifications requested by Licensee; or (iii) the use of Program(s) with products (including but not limited to software) not provided by Lucy.

9. CONFIDENTIAL INFORMATION.

(a) Definition. "Confidential Information" refers to: (i) the Program(s), including but not limited to their software source code, and any related documentation or technical or design information related to the Program(s); (ii) the business or technical information of Lucy, including but not limited to any information relating to Lucy's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how; (iii) any information reasonably and appropriately designated by Lucy as "confidential" or "proprietary" or which, under the circumstances taken as a whole, would reasonably be deemed to be confidential under applicable law; and (iv) the terms and conditions and existence of this Agreement.

(b) "Confidential Information" will not include information that:

(i) is in or enters the public domain without Licensee's breach of this Agreement;

(ii) Licensee receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; or

(iii) Licensee party develops independently, which it can prove with clear and convincing written evidence.

(c) Confidentiality Obligations. Licensee agrees to take all measures reasonably required in order to maintain the confidentiality of all Confidential Information in its possession or control, which will in no event be less than the measures Licensee uses to maintain the confidentiality of its own information of equal importance.

(d) Employee Confidentiality Procedures. Licensee agrees to inform its employees of their confidentiality obligations regarding the Program(s) and other Lucy Confidential Information. Licensee further agrees to ensure that contract employees (including temporary employees) of Licensee agree to confidentiality obligations similar to those of this Agreement.

10. MAINTENANCE AND SUPPORT.

(a) Named Products Licensing. Lucy and Licensee may, by mutual agreement, include the maintenance and support services described in the software's online help for the Program(s) under this Agreement by exchanging documents (i.e., a purchase order from Licensee and acknowledgment from Lucy) referencing this Agreement and the Program(s) to be included under such services. The parties agree that such purchase orders and acknowledgments shall have no effect on the terms and conditions of this Agreement, under which such Program(s) are licensed. Maintenance and support services are provided at a rate and for a term as mutually determined by Lucy and Licensee for the scope of services to be provided by Lucy for the Program(s) to be included under such services.

(b) Named Users Licensing. The Annual Fee for the Program(s) included under this Agreement includes the maintenance and support services described in the software's online help.

11. LIMITATIONS OF LIABILITY.

Lucy's total liability under this Agreement will be limited to the License Fee. Licensee agrees that, as

part of the material consideration for Lucy licensing the Programs to Licensee hereunder, in no event will Lucy be liable to Licensee under this Agreement for any Special, Incidental, or Consequential Damages, whether based on breach of contract, tort (including negligence), product liability, or otherwise, and whether or not Lucy has been advised of the possibility of such damage. Input and/or edits of data by means other than the Lucy standard Program(s) interface may result in loss of data, and/or improper operation of the Program(s). The Licensee agrees that in no event will Lucy be liable to Licensee under this Agreement for costs necessary to diagnose, recover data and/or restore proper operation of the Program(s) resulting from said actions.

12. TERM AND TERMINATION.

(a) Term – Named Products Licensing. Except as expressly provided in this Section 12, this Agreement will continue in full force and effect perpetually.

(b) Term – Named Users Licensing. Except as expressly provided in this Section 12, this Agreement will continue in full force and effect for one (year) from the Effective Date of this Agreement, with automatic renewal for subsequent one (1) year periods.

(c) Termination. Either party will have the right to terminate this Agreement if other breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days of written notice.

(d) Effect of Termination – Named Products Licensing. If this Agreement is terminated, Licensee will immediately return to Lucy, or Lucy's designated representative, or (at Lucy's request) destroy all copies of the Program(s) in its possession or control, and an officer of Licensee will certify to Lucy in writing that it has done so.

(e) Effect of Termination – Named Users Licensing. If this Agreement is terminated, license codes for the Program(s) included under this Agreement will expire and the Program(s) included under this Agreement will be effectively disabled.

(f) Survival. The provisions of Sections 4 (Proprietary Rights), 6(b) (Taxes), 7(b) and (c) (Warranties Exclusive Remedy and Disclaimer), 8(c) and (d) (Infringement Exclusive Remedy and Exceptions), 9 (Confidential Information), and 11 (Limitations of Liability) will survive termination of this Agreement for any reason.

(f) Nonexclusive Remedy. The exercise by Lucy of any remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

13. GENERAL PROVISIONS.

(a) Audit Rights. Licensee agrees to allow Lucy, at Lucy's sole expense, upon reasonable written notice, and during Licensee's ordinary business hours, to visit the facilities in which Licensee uses the Program(s) and review Licensee's practices with regard to the Program(s).

(b) Assignment. This Agreement will bind and inure to the benefit of each party's successors and assigns, provided that either party may not assign this Agreement, in whole or in part, without written consent of both parties.

(c) Modifications. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

(d) Conflicting Terms. Purchase orders or similar documents relating to the Program(s) issued by Licensee will have no effect on the terms of this Agreement.

(e) Notices. All notices under this Agreement will be deemed given when delivered personally or upon receipt of by U.S. certified mail, return receipt requested, to the address shown below or as may otherwise be specified by either party to the other in accordance with this Section.

(f) Severability. If any provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this

Agreement will not be affected.

(g) Waiver. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights.

(h) Entire Agreement. This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. No purchase orders, acknowledgments, invoices, or other documents exchanged in the ordinary course of business shall modify or add to the terms and conditions of this Agreement.

(i) Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the state in which Licensee is located.

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REQUEST FOR PROPOSAL

The City of Clermont is requesting proposals from qualified respondents to develop and install a computerized maintenance management system software for the Environmental Services Department (RFP 15-036). All responses must be received prior to **2:00 P.M. on Thursday, July 23, 2015**. Information may be obtained from the City's website at www.cityofclermontfl.com

Publication Date: Newspaper
June 25, 2015



AGENDA ITEM

Meeting Date		
Tuesday, December 8, 2015		
Agenda Item Name		
Surplus Request		
Requested Action		
Move to approve end of life inventory as surplus.		
Staff Report		
The Purchasing Department, on behalf of the Parks and Recreation Department recommends approval of the above action. The following inventory have reached their end of life service and approval to surplus these items is being requested. Magnavox 55" LCD TV, Not Functional (1) Salvageable surplus property will be sold through GovDeals.com, an electronic auction website for government property. Non-salvageable property will be disposed of appropriately.		
Additional Analysis		
Fiscal Impact Summary		
The 55" LCD TV surplus property has no monetary value.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Surplus Property - Parks and Recreation	Surplus Property - Parks and Recreation.pdf	

PROPERTY DISPOSAL FORM

Department: PARKS AND RECREATION Asset Tag#: _____

Contact Person: MARY GREEN Phone: 352-708-5988

Year / Make / Model: MAGNAVOX Vehicle No. _____

Miles / Hours: _____ Serial / VIN: _____

Description of Property 55" TV - LED

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

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

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

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

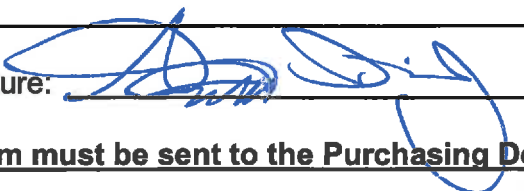
☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

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

☐ **OBSOLETE:** Refers to any item or material that is of no use to the City.

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

☐ **OTHER:** _____

Director Signature: 

Date: 10/26/15

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

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

Asset Number: _____

Completed by: _____

Date: _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date								
Tuesday, December 8, 2015								
Agenda Item Name								
Resolution No. 2015-42								
Requested Action								
Move to approve revised Purchasing Policy.								
Staff Report								
Resolution No. 2015-42 provides for the approval of a revised Purchasing Policy. Changes to the policy include the following: 1. Change of title from Purchasing Manager to Purchasing Director. 2. General revision of the Purchasing Methods section; including the addition of cooperative purchasing, the revision of governmental agency contracts, emergency purchases, and non-competitive purchases. 3. Revision of advertisement requirements adhering to the Florida Statutes. 4. The addition of contract amendments approval. 5. Clarification in declaring surplus items and records maintenance. 6. The addition of an environmental purchasing section that encourages recyclable content procurement throughout the City. All of the changes made to the policy are provided in the Purchasing Policy (Line Through Revisions) attachment. Additions are marked in red and deletions are strike through. The Purchasing Department recommends approval of the revised Purchasing Policy.								
Additional Analysis								
Fiscal Impact Summary								
There is no fiscal impact.								
Fiscal Impact	Fund Number and Description	Available Budget Amount						
Exhibits Attached (copies of original agreements)								
<table><tr><td>1.</td><td>Resolution No. 2015-42</td><td>Purchasing Policy Resolution No 2015-42.doc</td></tr><tr><td>2.</td><td>Purchasing Policy</td><td>Purchasing Policy (Line Through) 2015-12-08.doc</td></tr></table>			1.	Resolution No. 2015-42	Purchasing Policy Resolution No 2015-42.doc	2.	Purchasing Policy	Purchasing Policy (Line Through) 2015-12-08.doc
1.	Resolution No. 2015-42	Purchasing Policy Resolution No 2015-42.doc						
2.	Purchasing Policy	Purchasing Policy (Line Through) 2015-12-08.doc						

CITY OF CLERMONT
RESOLUTION NO. 2015-42

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

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

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

SECTION 1.

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

SECTION 2.

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

SECTION 3.

This resolution shall take effect immediately upon its adoption.

CITY OF CLERMONT
RESOLUTION NO. 2015-42

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida this 8th day of December, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Purchasing Policy



City of Clermont, Florida

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A. Purpose

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

B. Scope

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

C. Responsibilities

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

D. Ethics

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

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

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

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

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

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

E. Purchasing Methods

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

1. Informal Purchasing

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

~~Only designated employees in each department shall be authorized to actually purchase the commodity, after the purchase has been approved.~~

2. Quote Request

At least three (3) written quotes **must be obtained** ~~are necessary to be received by the City in respect to~~ **for the** purchases of goods and services costing from \$1,000 to \$9,999. If at least three (3) written quotes are not possible, a written explanation of such shall be ~~submitted to the Purchasing Manager for approval prior to the purchase~~ **approved by the Department Director or Purchasing Director based on purchasing approvals.** ~~and Supporting documentation shall be included in the automated purchase order system and accompany the invoice for payment. vendor payment supporting documentation.~~

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

3. Request for Bid

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

4. Request for Proposal

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

5. Request for Qualification

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

6. Request for Information

The Request for Information (RFI) method is used to help gather information about a product or service in order to make a decision. An ~~The~~ RFI may also be used to collect detail information about potential suppliers and their capabilities; to advise potential suppliers of the City's intent to purchase a certain product or service; and to show that the City is acting in a fair manner and including all potential

participants. An ~~The~~ RFI may be utilized for any threshold dollar amount. All RFI's shall be administered by the Purchasing ~~Department~~ Division.

7. Cooperative Purchasing

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

8. Sole Source Purchasing

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

9. Other Governmental Agencies Purchasing Contracts (Piggyback)

The competitive selection ~~bid process is~~ procedures are waived in the event that the desired goods and services may be purchased pursuant to purchase contracts of ~~from~~ other governmental agencies to include any political subdivision of the State of Florida, the United States Federal Services Administration, or cooperative purchasing consisting of a combination of these, when such contracts are the result of a competitive public procurement process. The criteria to piggyback a governmental agency contract includes having an active contract with specific scope of services and a competitive bid tabulation or scoring matrix of the solicitation. The City may also piggyback sole source contracts as long as fairness and reasonableness of price is justified and documented. All purchases pursuant to other government agencies purchasing contracts shall be administered by the Purchasing ~~Director~~ Manager.

10. Emergency Purchases

The competitive selection ~~bid process is~~ procedures are waived when the normal functioning and operation of the City would be hampered or where property, equipment, ~~public health~~ or life could be endangered through unexpected circumstances by adhering to the usual purchasing procedures. A written justification detailing the complete circumstances of the emergency and probable consequences along with supporting documentation of the emergency purchase must be approved by the City Manager in his absence, the Assistant City Manager,

prior to the purchase. The approval must and accompany the invoice for payment. The City Manager shall notify the City Council detailing the emergency and place an agenda item when the purchase exceeds \$50,000. Lack of planning does not constitute an emergency.

11. Direct Negotiation Non-Competitive Purchases

The competitive bid process is waived when it is determined that it is neither practical, feasible nor advantageous to the City in securing goods and services. A bid waiver detailing the circumstances, uniqueness, timeliness of purchase, and why it is in the City's best interest must be approved by the City Manager and accompany the invoice for payment. Price and terms shall be negotiated whenever possible. Non-competitive purchases exceeding \$50,000 shall require City Council approval.

~~Competitive selection procedures are waived when it is determined by a decision of the City Manager that it is neither practical, feasible nor advantageous to the City to conduct competitive sealed bidding or competitive sealed proposal procedures, purchases may be made by direct negotiation in the open market and without strictly observing the procedures prescribed in this Policy, except as related to Purchasing Approvals.~~

F. Response Rejections

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

G. Advertisement Requirements

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

Adequate public notice of formal solicitations with estimated value less than \$200,000 shall be given a minimum of seven (7) days from the solicitation due date. Formal solicitations with projected cost greater than \$200,000 The advertisement shall appear at least twenty-one (21) days prior to the solicitation due date and at least five (5) days prior to any scheduled pre-submission meeting. The City Manager, or designee, upon

~~recommendation by the Purchasing Director, may shorten the twenty one (21) day requirement to no less than seven (7) days based on emergency need, availability of competition, amount of the acquisition, etc.~~ Formal solicitations for construction projects that are projected to cost more than \$500,000 shall be advertised at least thirty (30) days prior to the solicitation due date and at least five (5) days prior to any scheduled pre-submission meeting.

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

H. Purchasing Approvals

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

<u>Purchase Amount</u>	<u>Approver</u>
Less Than \$1,000	Supervisor or Manager
From \$1,000 to \$4,999	Department Director, if the item or service to be purchased is included in the approved budget for the department. City Manager or designee, if the item or service is not included in the approved budget for the department and a budget amendment is not necessary. City Council, if the item or service to be purchased is not included in the approved budget for the department and a budget amendment is necessary.
From \$5,000 to \$9,999	Purchasing Director Manager, if the item or service to be purchased is included in the approved budget for the department. City Manager or designee, if the item or service is not included in the approved budget for the department and a budget amendment is

	not necessary. City Council, if the item or service to be purchased is not included in the approved budget for the department and a budget amendment is necessary.
From \$10,000 to \$49,999	City Manager or designee, if the item or service to be purchased does not require a budget amendment. City Council, if the item or service to be purchased requires a budget amendment.
\$50,000 or greater	City Council

I. Change Order Approval

To avoid a delay in the progress of any project, the **Purchasing Director**, City Manager or designee may approve, without further Council action, a change order to an existing contract provided the change order **does not exceed the purchasing approval limit**, does not exceed fifteen percent (15%) of the original contract amount or \$49,999, and the funds are available in the approved budget for the Department. If the change order is in excess of the above thresholds or if the increase in cost is not included in the approved budget for the department, the change order shall require City Council approval.

J. Contract Approval, **Amendments**, Renewal and Extension

The **Purchasing Director**, City Manager or designee is authorized to approve and execute ~~a term~~ contracts if the total contract amount does not exceed **the purchasing approval limit** \$49,999 and funds are available in the approved budget for the Department. This includes, but is not limited to, service or maintenance agreements, awards on proposals, competitive negotiated agreements, and consultant agreements. All contracts with total contract amounts of \$50,000 or greater shall require City Council approval.

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

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

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

K. Appeal Procedures

~~Any actual bidder or proposer~~ A respondent to a city solicitation may only appeal any determination, decision or recommendation of the Purchasing ~~Director~~ Manager, in accordance herewith. All appeals must be in writing and sent via certified mail or delivered in person to the City Manager within three (3) business days of issuance of such determination, decision or recommendation. The City Manager shall administer the appeal and shall render a decision within seven (7) business days of receiving the appeal. All appeals must set forth the specific reason and facts concerning the dispute. Any appeal based exclusively on disagreement with the technical judgment of evaluators is subject to summary rejection unless there is clear and convincing evidence of arbitrary or capricious action in that regard. In the event of a timely appeal, the City shall not proceed further with the solicitation or with the award of the bid/contract unless the City Manager, after consultation with the director of the using department(s) or division(s), forwards to the City Council a written request to award the bid/contract without delay in order to protect the public health, safety or general welfare and the City Council approves said request.

L. Disposal of Surplus Items

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

M. Operating Procedures

The City Manager is authorized to approve specific operating procedures for the Purchasing Department to implement this Policy.

N. Minority Businesses

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

O. Environmental Purchasing

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

P. Authority

Approved and adopted by the Clermont City Council by Resolution Number 2015-42 on December 8, 2015.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 8, 2015		
Agenda Item Name		
Resolution No. 2015-43		
Requested Action		
Move to approve Resolution No. 2015-43.		
Staff Report		
City Council has recognized the importance of youth engagement as a critical aspect for the future of our communities. A youth council is an advisory body composed of local youth; usually high-school aged. They provide advice and counsel to the local governing body, as well as other community organizations. Additionally, youth councils can implement and participate in a variety of youth-identified community initiatives. This Resolution is required to formally adopt a youth council as an advisory body. Staff recommends approval of Resolution No. 2015-43, creating a City of Clermont Youth Council.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution No. 2015-43 Resolution No. 2015-43.pdf		

**CITY OF CLERMONT
RESOLUTION NO. 2015-43**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA PURSUANT TO SECTION 2-61 OF THE CITY CODE CREATING A YOUTH COUNCIL; PROVIDING FOR THE MEMBERSHIP OF THE COMMITTEE; APPOINTMENT BY THE CITY COUNCIL AND DUTIES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-61 of the Code of Ordinances of the City of Clermont, provides that the City Council may create a special committee or board as the Council deems is in the best interest of the City of Clermont;

WHEREAS, it has been determined by the City Council that the creation of a special committee to be known as the City of Clermont Youth Council is in the best interest of the citizens of the City of Clermont;

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

Section 1

The City Council of the City of Clermont does hereby create a committee to be known and designated as the City of Clermont Youth Council subject to the following:

1. Creation.

There is created the City of Clermont Youth Council which shall consist of seven (7) members. The members will be City residents who are actively enrolled in a public or private high school in grades nine (9) through twelve (12). The members shall be appointed by the City Council and each member appointed shall serve a term of two (2) years, unless grade twelve (12) is completed during the term, at which time the position shall be declared vacant. The Seats on the Youth Council shall be numbered one through seven. Appointment to Seats one through five shall be made by the Council Member whose Council Seat Number corresponds to the Seat Number of the subject Youth Council Seat, confirmed by a majority vote of the City Council. Seats six and seven shall be at large, and appointed by motion of any member of the City Council, approved by a majority vote of the City Council.

2. Election of Officers.

The City Youth Council shall elect a Chairman to conduct meetings and a Vice-Chairman to conduct meetings in the absence of the Chairman. Elections shall be held at the first regular meeting after annual appointments are made by the City Council.

CITY OF CLERMONT
RESOLUTION NO. 2015-43

3. Duties and Responsibilities.

The City Youth Council shall have the duty and responsibility to:

- a) Evaluate and review problems facing youth in the City.
- b) Facilitate neighborhood meetings with youth to discuss problems, needs suggested improvements for our community.
- c) Meet regularly with the Mayor and City Council to share ideas and discuss issues, concerns, and needed improvements.
- d) Attend City Council meetings as needed and participate in vision and goal sessions.
- e) Assist in planning youth/recreation activities.
- f) Evaluate and advise the City Council and/or City Manager on issues forwarded to the City Youth Council for advice.
- g) Any such other duties as the City Council and/or City Manager deem appropriate.

Section 2

All resolutions, rules, regulations, restrictions or policies of the City of Clermont in conflict herewith are hereby repealed to the extent of the conflict.

Section 3

This Resolution shall take effect immediately upon its adoption.

CITY OF CLERMONT
RESOLUTION NO. 2015-43

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 8th day of December, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 8, 2015		
Agenda Item Name		
Utility Service Agreement		
Requested Action		
Move to approve the Utility Service agreement for water service.		
Staff Report		
This request is for water service to a single family home at 15630 Johns Lake Road owned by the Steven George Gray. The home surrounded by unincorporated Lake County land and is located within the City and Lake County Interlocal Service Boundary Agreement (ISBA) area and the Joint Planning Area (JPA). Owner & Applicant: Steven George Gray Project: Single family home Size: 4.8 acres Location: 15630 Johns Lake Road Lake County Future Land Use: Rural Lake County Zoning: Agriculture Status of Project: The property has proper land use and zoning with Lake County Projected Sewer Use: 500 gpd The site is in conformance with the City's Code. If the request is approved, the agreement will still be conditioned upon deferral of annexation to occur when legally appropriate. The project will therefore be developed pursuant to the attached Utility Services Agreement for Water.		
Additional Analysis		
Fiscal Impact Summary		
N/A at this time		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. USA for Water app packet- Gray 15630 Johns Lake Rd	USA for Water app packet- Gray 15630 Johns Lake Rd.pdf	

UTILITY SERVICE AGREEMENT For WATER

This document constitutes an agreement between the CITY of Clermont, hereby referred to as **CITY**, a municipality of the State of Florida, and Steven George Gray, 15630 Johns Lake Rd., Owner, and any successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is requesting service to a single family residential home which is located on 4.8 acres at 15630 Johns Lake Road on real property (the "Property") described on Exhibit 'A', attached hereto and by this reference made a part hereof; and

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

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

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

Whereas, as a condition of the provision of water service to the Property by the CITY, OWNER agrees that this Agreement shall constitute an unconditional application to annex the Property into the City of Clermont, if the CITY chooses to do so; and

Whereas, OWNER and CITY are entering into this Agreement to set forth the terms and conditions under which water service shall be extended and sized.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

Section 1. OFF-SITE WATER – Each and all of the foregoing premises are incorporated into and constitute a part of this Agreement.

- 1.1 CITY shall provide water service for the Property.
- 1.2 OWNER shall connect to the existing City system at connection point or points approved by CITY.
- 1.3 The route of any off site lines shall be according to engineering plans produced by OWNER and approved by the CITY.
- 1.4 The OWNER shall construct the facilities, lines and appurtenances necessary to serve the development and provide such documentation necessary for the CITY to ascertain that the lines shall meet the minimum line size requirements as specified by the CITY Land Development Regulations.

- 1.5 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.
- 1.6 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances from the water meter to serve the project.
- 1.7 The OWNER shall be responsible for all costs of on site and off site improvements, including but not limited to design, material, permitting and installation of sufficient size lines.
- 1.8 The existing utilities shall stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the OWNER shall prepare plans, permit the project and construct the modifications at the OWNER's expense.
- 1.9 The project shall provide access easements if required to the City of Clermont to access the water meter for the site. The City of Clermont will charge water fees based on the water meter readings.
- 1.10 The CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY.
- 1.11 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for an approved oversize. Cost estimate shall be contractors bid as certified by OWNER'S project engineer. The CITY shall review and either approve or reject the costs.
- 1.12 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water lines and appurtenances, both on site and off site, required to serve the Property.
- 1.13 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees. All fees are non-refundable.
- 1.14 The OWNER shall install and maintain the appropriate backflow device as indicated in the manual of cross-connection control.

Section 2. DEVELOPMENT STANDARDS

Any other water service development items to the site that have not been addressed must be completed in accordance with City of Clermont standards unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.

Section 3. ANNEXATION

OWNER agrees that CITY may annex the Property into the City of Clermont if CITY, at its sole discretion, chooses to do so. In conjunction herewith, OWNER shall provide to CITY a Notice of Encumbrance To Annex Property in a form substantially in compliance with the form set forth in Exhibit "B", attached hereto and incorporated herein. The CITY shall record this Notice in the public records of Lake County whereupon it is agreed it shall serve as an enforceable encumbrance on the real property described in Exhibit "A" and shall be accompanied, at OWNER's expense, by a current certificate of title or opinion letter acceptable to CITY and issued by a licensed title company or attorney identifying all owners in interest of the real property. All land transfers by OWNER shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land.

The OWNER, agrees on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns that once the property is annexed into the City, in the event that the septic tank or septic field fails, the OWNER shall connect to City's sewer system when a sewer connection is available as determined by City.

Section 4. SEVERABILITY

In the event that any provision of this agreement shall be held invalid or unenforceable, the provision shall be deleted from this agreement without affecting in any respect whatsoever the validity of the remainder of this agreement.

Section 5. NOTICES

All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY

City of Clermont
City Manager
685 W. Montrose St.
Clermont, FL 34711

OWNER

Steven George Gray
8450 Oak Park Rd.
Orlando, FL 32819

Site: 15630 Johns Lake Rd.
Clermont, FL 34711

Section 6. AMENDMENTS

Any amendment to this agreement is not effective unless the amendment is in writing and signed by all parties.

Section 7. EFFECTIVE DATE AND TERM

This agreement shall take effect as of the latest date either party executes this agreement and shall expire on the fifth anniversary thereof unless extended by a subsequent agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the dates listed below. CITY through its City Manager, authorized to execute same by City Council action.

DATED this 8th day of December, 2015.

CITY OF CLERMONT

ATTEST:

Gail L. Ash, Mayor

Tracy Ackroyd, City Clerk

OWNER:

Steven George Gray

Signature

Print Name

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____, as _____ of _____, who provided identification in the form of _____ or who is personally known to be the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this _____ day of _____, 20____.

Notary Public

EXHIBIT "A"
PROPERTY DESCRIPTION

Owner:

Steven George Gray
8450 Oak Park Rd.
Orlando, FL 32819

Site: 15630 Johns Lake Rd.
Clermont, FL 34711

Description:

POSTAL COLONY 34-22-26 E 1/2 OF TRACT 51 PB 9 PG 65ORB 4159 PG 523 ORB
4176 PG 1106
Containing 4.8 acres more or less.

Lake County Alternate Key Numbers:

1110971

Steven George Gray
15630 Johns Lake Road



Notice of Encumbrance
to Annex to City of Clermont

City of Clermont
685 W. Montrose Street
Clermont, FL 34712

THIS INSTRUMENT, Made this **8th day of December, 2015**, between **Steven George Gray** property owner in the County of Lake, State of Florida Grantor*, and the CITY OF CLERMONT, FLORIDA, A Municipal Corporation, Grantee*:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of Clermont, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, DOES HEREBY ENCUMBER the below – described real property situate, lying and being in Lake County, Florida with the absolute requirement that the subject real property may be, at the sole discretion, and upon request of Grantee, annexed into the city limits of the City of Clermont at such time that the annexation of said real property is in accordance with applicable law,

GRANTOR, further agrees, on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns to perform all ministerial functions necessary of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of Clermont and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

Exhibit "A"

GRANTER, agrees on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns that once the property is annexed into the City, in the event that the septic tank or septic field fails, the GRANTER shall connect to City's sewer system when a sewer connection is available as determined by City.

Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

WITNESSES (Two required):

Steven George Gray

Witnesses

By: _____
Signature

Type or print name

1. _____
Signature

Type or print name

2. _____
Signature

Type or print name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did not take an oath.

SEAL:

Notary Public _____

Type/print name _____

Pursuant to Section 695.29(3)(f): this instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer, City Attorney, City of Clermont, Florida 34712

\\cityhall\shares\Economic Development\JHITT\JPA -Utility Agreements & Reviews\Gray-15630 Johns Lake Rd\Gray 15630 Johns Lake Rd - USA for Water.doc

Exhibit "A"



CITY OF CLERMONT

UTILITY SERVICE AGREEMENT APPLICATION

For Utilities Outside of Municipal Boundaries &
Determination of Capacity

APPLICANT: Steven George Gray Date: 10/30/2015

CONTACT PERSON: owner

Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
E-Mail: _____

OWNER: Steven George Gray
Address: 8450 Oak Park Rd.
City: Orlando State: Florida Zip: 32819
Phone: _____ Fax: _____
E-Mail: sgray2@cfl.rr.com

PARTY RESPONSIBLE FOR AGREEMENT: Steven George Gray

Address of the subject property: 15630 Johns Lake Rd.

General Location of the Property: 0.7 miles east of Hancock Rd.
(Include Location Map)

Area of the property: 4.8 acres

Zoning: A, Agriculture County Future Land Use Rural
*Attach development orders, ordinances and staff reports by Lake County and the Florida
Dept. of Economic Opportunity (DEO).*

Estimated Water Consumption is 500 Gallons per day.
(excluding irrigation)

Estimated Sewer Consumption is N/A Gallons per day.
Detailed description of project: (or attach)

Estimated Re-Use (Gray Water) Water Consumption is N/A Gallons per day.

Items required for submittal include one (1) copy of the following items:

- ☒ Signed original application and materials required for processing.
- ☐ Letter of capacity and utility line location from the City of Clermont Environmental Services Dept. Phone: (352) 241-0178
- ☐ Proposed Site Plan (if applicable)
- ☒ Lake County Property Appraiser - record card
- ☒ Location map
- ☐ Any applications currently on file with Lake County
- ☐ Any Lake County staff reports
- ☐ DEO or ECFRPC correspondence
- ☐ Any information needed for determination of the utility services requested

Steven George Gray
Applicant Name (print)

X Steven George Gray
Applicant Name (signature)

Steven George Gray
Owner Name (print)

X Steven George Gray
Owner Name (signature)

**Prior to submitting an application, a meeting with the City of Clermont is required.
To schedule a meeting with the City of Clermont please contact:**

➤ **James Hitt, Economic Development Director:**

Phone: (352) 241-7305

Email: jhitt@clermontfl.org

A review by the *Site Review Committee* may be required, which would require 6 sets of site plans for review by staff. Upon the receipt of all necessary information and review by staff the request will be scheduled for the next available City Council regular meeting.

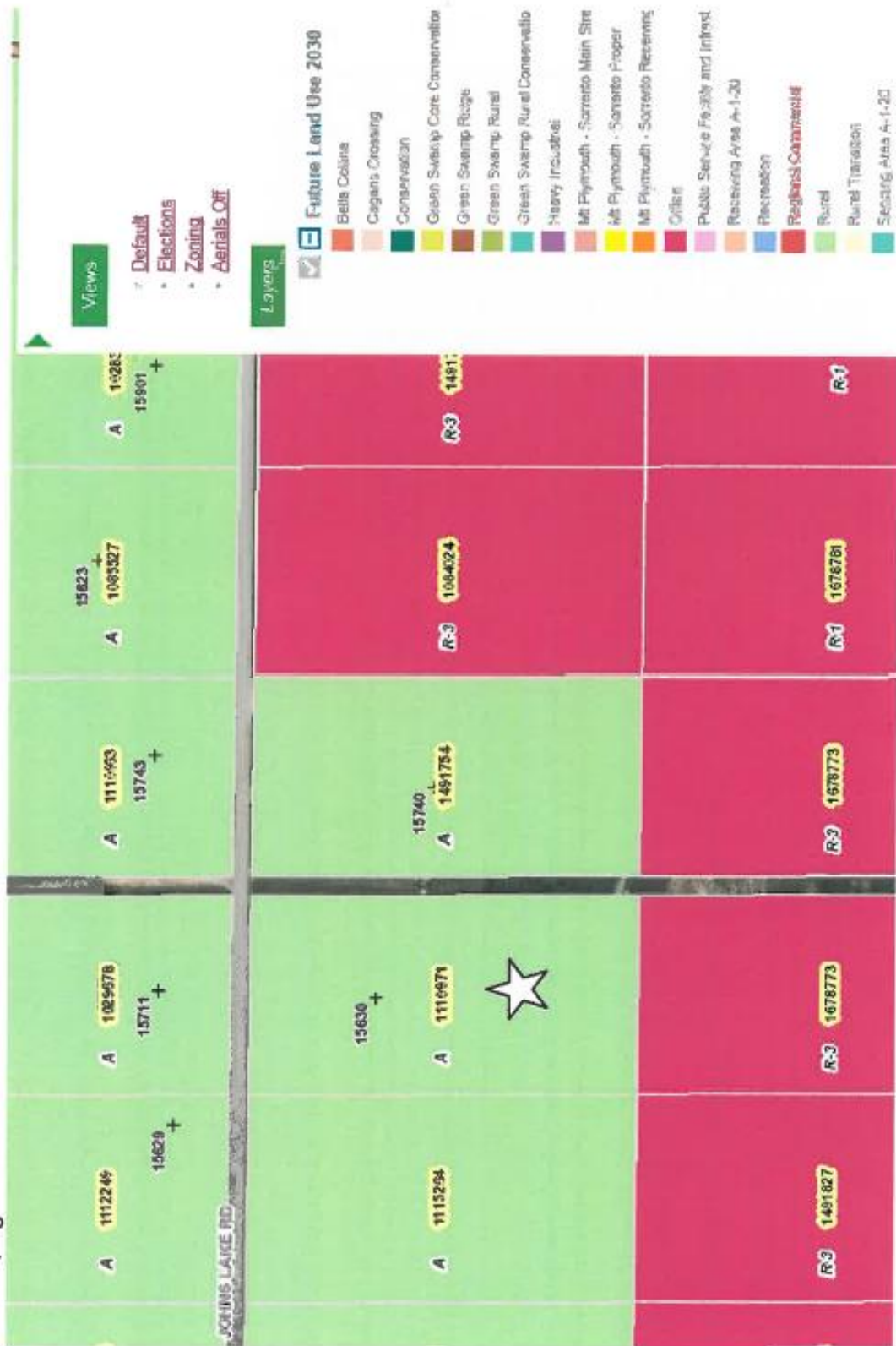
City of Clermont
Economic Development Department
685 W. Montrose St.
Clermont, FL. 34711
(352) 241-7305

Steven George Gray
15630 Johns Lake Road



Steven George Gray
15630 Johns Lake Road

Lake County:
Future Land Use: Rural
Zoning: A, Agriculture





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 8, 2015		
Agenda Item Name		
Facility Use Agreement		
Requested Action		
Move to approve the Facility Use Agreement with the Clermont Sailing Club.		
Staff Report		
The Facility Use Agreement permits the Clermont Sailing Club to utilize a defined area within the fenced grounds adjacent to the Boathouse for the storage of up to twenty (25) boats. The Clermont Sailing Club will pay the City a monthly fee of \$100.00 to offset the City's costs in maintaining the Boathouse premises. The Lake County Rowing Association who entered into a Management Agreement to operate the Boathouse in September 2013 is supportive of permitting this use.		
Additional Analysis		
Fiscal Impact Summary		
Clermont Sailing Club will pay a monthly fee of one hundred dollars (\$100) upon execution of the Agreement.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Sailing Club Agreement Clermont Sailing Center.pdf		

CITY OF CLERMONT
FACILITY USER AGREEMENT

THIS AGREEMENT, made this 8th day of December, 2015, between the City of Clermont, a Municipal Corporation of the State of Florida, (hereinafter referred to as the "CITY") and Clermont Sailing Center, Inc., whose address is 11001 Lake Katherine Circle, Clermont, Florida 34711 (hereinafter referred to as the "USER").

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

1. FACILITY: CITY agrees to permit USER to use that certain facility listed in Exhibit "A" attached hereto and incorporated herein hereinafter referred to as the "FACILITY" and in conjunction therewith, grants to USER the non-exclusive right to use the FACILITY for the limited purpose of storing USER's sail boats up to a maximum of twenty five (25) boats and for accessing Lake Mineola from the FACILITY. The means of, and days and times for, access to Lake Mineola from the FACILITY shall be subject to review, approval and change by CITY. The sail boats shall be stored in a location and in a manner as approved by CITY. USER shall pay to CITY any and all fees as set forth in Exhibit "A" and in accordance with the schedule set forth therein. USER expressly agrees and acknowledges that the rights granted herein are a license and shall not act as, be construed as or create leasehold or other property right for the benefit of USER in the FACILITY.

2. TERM OF AGREEMENT: The term of this Agreement ("TERM") shall commence on December 8, 2015 and continue for five (5) years. Thereafter this Agreement may be extended for an additional five (5) years as may be mutually agreed to by the Parties in writing. At least twelve (12) but no more than eighteen (18) months prior to the expiration of this Agreement, the parties will meet to discuss an extension to this Agreement and/or process related to transition of control to the City.

3. FEES: In consideration of the rights granted therein and in addition to all other duties and all other obligations contained herein of USER, USER shall pay to the CITY the sum of ONE HUNDRED (\$100) DOLLARS per month for each month or portion thereof commencing on December 8, 2015 and continuing on the first day of each month thereafter through the Term of this Agreement.

4. UTILITIES, OTHER COSTS AND EXPENSES. CITY shall only be responsible for those costs as set forth in Exhibit "A" hereto and any and all costs related to USER's use of the FACILITY shall be the responsibility of USER.

5. INSURANCE.

(a) USER shall, at USER's sole expense, at all time during the term of this Agreement (including any extension or renewal), maintain general comprehensive insurance for the protection and benefit of USER and its property. All policies of insurance shall insure the USER and name the CITY as the insured or additional insured against any and all claims, demands, actions and causes of action whatsoever for injuries received, by any individual, participant, guest, invitee agent or employee, or damage to the FACILITY, or any property of CITY or USER, related to the use of the FACILITY by USER. Such policies of insurance shall be in an amount of ONE MILLION DOLLARS (\$1,000,000.00) per occurrence in an aggregate amount of TWO MILLION DOLLARS (\$2,000,000.00) to cover the total aggregate of claims that may arise or to be claimed to have arisen against the CITY or USER, as aforesaid.

(b). The originals of the aforementioned policies of insurance, or certificates of the issuance thereof, shall be delivered to the CITY as evidence of the compliance by the USER with the terms and provisions contained herein. Each of the said insurance policies shall be issued by a company or companies authorized to do business in the State of Florida and have an A.M. Best Company Rating of "A" or better and a Financial Size Category of "VII" or as otherwise approved by CITY, in its sole discretion. Should the USER fail to provide such insurance, the CITY may, but shall not be obligated to, procure the same and advance funds for the payment of the cost thereof for and on behalf of the USER and all such payments shall be considered as rent immediately due and shall be included in any lien for rent due and unpaid. The proof of insurance as provided herein, shall be delivered to CITY initially upon execution of the AGREEMENT and thereafter, within thirty (30) immediately following each renewal thereof.

(c). If during the period which an insurance company is providing the coverage required by this AGREEMENT, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with any applicable Florida Law, or 3) fail to maintain the Best Rating and Financial Size Category, CITY shall, as soon as the USER has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this AGREEMENT. Until such time as the Tenant has replaced the unacceptable insurer with an insurer acceptable to CITY, the USER shall be deemed in default of this AGREEMENT.

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

6. USE OF PREMISES. USER may use the FACILITY only for the purposes of storage of boats lawfully titled in the name of USER. Nothing herein shall grant to USER the authority to permit the storage on the FACILITY of any boats not lawfully titled in the name of USER or active member of USER's club provided USER shall provide to CITY in advance: i) a copy of the boat title or registration showing the owner's names and ii) a hold harmless and indemnification agreement in favor of and in a form acceptable to CITY and executed by all owners. The storage of any other boats is specifically prohibited. USER covenants that it shall utilize the FACILITY in

compliance with all applicable Federal, State and City laws and regulations and all policies of CITY. USER shall not make any modifications of the FACILITY unless authorized in writing and approved by the CITY. USER may at USER's sole expense, place a storage building within the designated area as set forth in Exhibit "A". The storage building shall comply with all applicable laws, codes and regulations and shall be subject to the prior written approval of the CITY, which may be withheld for any reason.

7. USER'S OBLIGATIONS.

(a) USER shall return the premises in as good of a condition as when USER took possession of the FACILITY;

(b) USER shall utilize the FACILITY in a safe, proper and business-like fashion and meet any and all Florida State Statutes, regulations, local ordinances, policies and regulations of the City of Clermont, County of Lake and the State of Florida;

(c) USER shall not destroy, deface, damage, impair or remove any part of the FACILITY or allow any other person to do so;

(d) USER shall pay all Federal, State and local sales taxes applicable to the use of the FACILITY;

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

(f) USER agrees to comply with all rules, regulations and procedures as may be established by CITY with regard to the use of the FACILITY.

(g) USER acknowledges that the area set forth in "Exhibit A" is located on the City's property and on the property of City of Clermont Waterfront Park in Clermont, Florida and that this Agreement does not include access to any other facilities owned or controlled by the City.

(h) USER shall not permit usage by any other organization.

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

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

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

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

12. TERMINATION OF AGREEMENT. Either party shall have the right, with or without cause, upon fifteen (15) days prior written notice to terminate this AGREEMENT. Upon termination of the Agreement as provided herein or for any other reason, USER shall vacate the FACILITY as of the effective date of the termination. USER shall remove all USER's items from the FACILITY, including the storage building, if applicable, and return the FACILITY to the condition it was in prior to the effective date of this Agreement, reasonable wear and tear excepted.

13. Notices. All notices shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized overnight courier service to the address of the party set forth below. Any such notice shall be deemed given when received by the party to whom it is intended.

USER: Clermont Sailing Center, Inc.
11001 Lake Katherine Circle
Clermont, FL 34711
Attn.: Stacey D. Uptain

CITY: City Manager
City of Clermont
685 West Montrose Street
Clermont, FL 34711

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 8th day of December, 2015.

Signed, sealed and delivered
in our presence.

CITY OF CLERMONT, FLORIDA

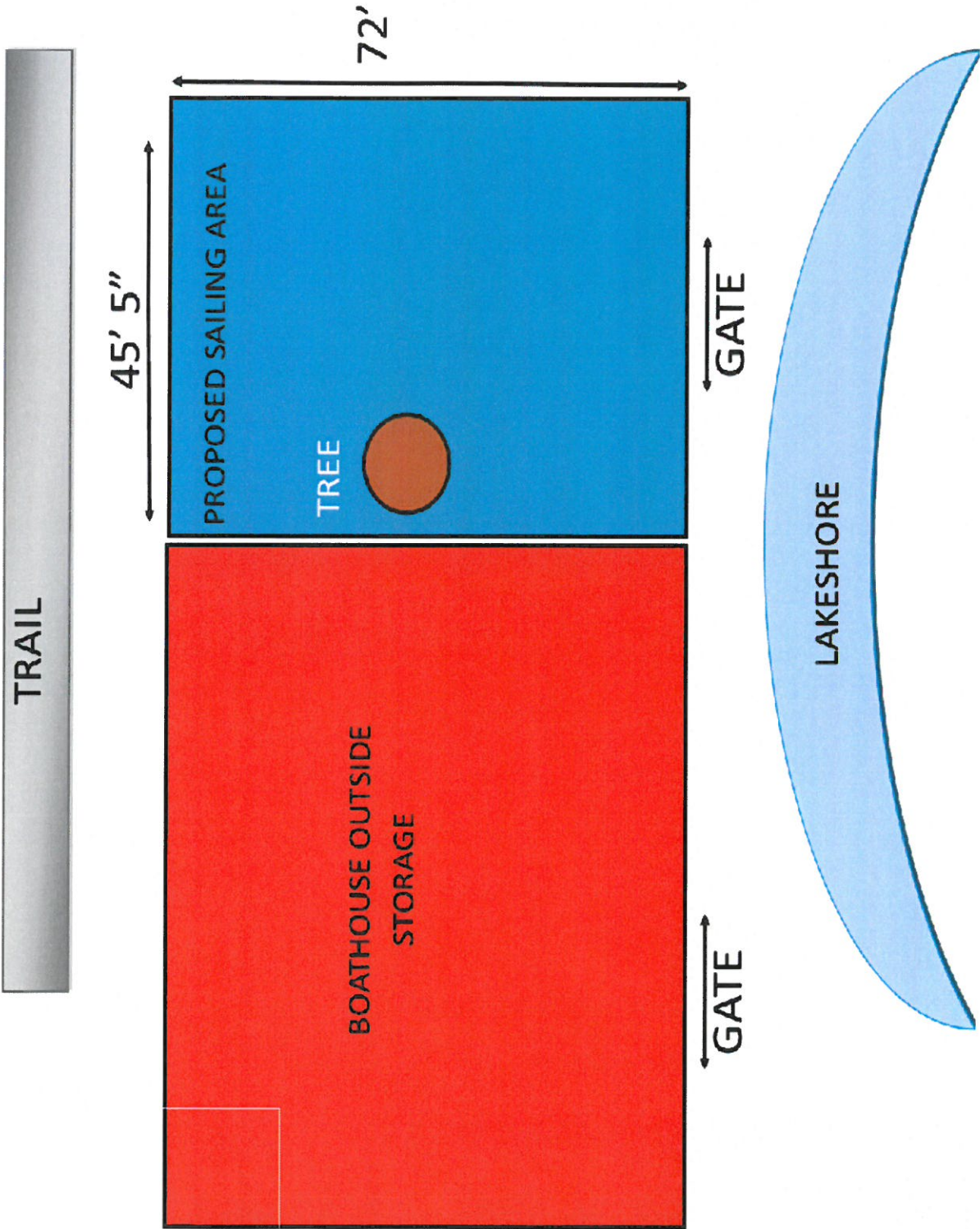
BY: _____
Gail L. Ash, Mayor

USER

BY: _____

Stacey D. Uptain, Director

Exhibit "A"





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 8, 2015		
Agenda Item Name		
Interlocal Agreement		
Requested Action		
Move to approve the Interlocal Agreement with the Lake-Sumter Metropolitan Planning Organization.		
Staff Report		
The Lake-Sumter Metropolitan Planning Organization Governing Board approved a resolution updating the Interlocal Agreement for the creation of the Lake-Sumter Metropolitan Planning Organization. The changes include the 2010 Re-designation Plan adding Sumter County in its entirety to the Metropolitan Planning Organization Area; and adding the Central Florida Expressway Authority, Florida Central Railroad, the Lake County School Board, and the Sumter County School Board as ex-officio members. Staff recommends approval of the updated Interlocal Agreement.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Interlocal Agreement	MPO Interlocal Agreement.doc	
2. MPO Resolution	MPO Resolution.pdf	
3. MPO Request Letter	MPO Request Letter.pdf	

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**INTERLOCAL AGREEMENT FOR CREATION OF THE
LAKE~SUMTER
METROPOLITAN PLANNING ORGANIZATION**

THIS INTERLOCAL AGREEMENT for the formation of a Metropolitan Planning Organization is made and entered into on this _____ day of _____, 2015 by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTY OF LAKE AND the COUNTY OF SUMTER; the TOWN OF ASTATULA, CITY OF BUSHNELL, CITY OF CENTER HILL, CITY OF CLERMONT, CITY OF COLEMAN, CITY OF EUSTIS, CITY OF FRUITLAND PARK, CITY OF GROVELAND, TOWN OF HOWEY-IN-THE-HILLS, TOWN OF LADY LAKE, CITY OF LEESBURG, CITY OF MASCOTTE, CITY OF MINNEOLA, TOWN OF MONTVERDE, CITY OF MOUNT DORA, CITY OF TAVARES, CITY OF UMATILLA, CITY OF WEBSTER, CITY OF WILDWOOD, FLORIDA CENTRAL RAILROAD, LAKE COUNTY SCHOOL BOARD SUMTER COUNTY SCHOOL BOARD, AND THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY collectively known as “the parties.”

RECITALS

WHEREAS, the federal government, under the authority of Title 23 United States Code (USC) §134 and Title 49 USC §5303, requires each metropolitan area, as a condition for the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, the parties to this Interlocal Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit systems, bicycle and pedestrian facilities, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development;

WHEREAS, Title 23 USC §134 and Title 49 USC §§5303-5305, as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21) and Section 339.175, Florida Statutes (F.S.), provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, pursuant to Titles 23 USC §134(d), 49 USC §5303, 23 CFR §450.310(b), and Section 339.175(2), F.S., a determination has been made by the Governor and units of general purpose local government representing at least 75 percent of the affected population (including the largest incorporated city, based on population as named by the Bureau of Census) in the urbanized area to designate a Metropolitan Planning Organization;

WHEREAS, pursuant to this Interlocal Agreement, the parties wish to collectively participate in the metropolitan planning process as the Lake~Sumter Metropolitan Planning Organization for Lake and Sumter Counties, which contain the Leesburg-Eustis-Tavares urbanized area; portions of the Lady Lake-The Villages urbanized area; and portions of the Orlando urbanized area, herein after referred to as “the Metropolitan Planning Organization” or “the MPO”. Further, the parties of Lake County, Sumter County and the 14 municipalities of Lake County approved by unanimous vote an apportionment and boundary plan for presentation to the Governor on the 24th day of February, 2010;

WHEREAS, pursuant to Section 339.175(4), F.S., the Governor, by letter dated the 22nd day of October, 2010, approved the apportionment and boundary plan submitted by the MPO;

WHEREAS, pursuant to Title 23 CFR §450.314(a), and Section 339.175(10), F.S., an agreement must be entered into by the Department, the MPO, and the governmental entities and public transportation operators to identify the responsibility of each party for cooperatively carrying out a comprehensive transportation planning process;

WHEREAS, this Interlocal Agreement is required to create the Lake~Sumter Metropolitan Planning Organization and delineate the provisions for operation of the MPO;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with Section 339.175(10), F.S.;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with statutory requirements set forth in Section 163.01, F.S., relating to Interlocal Agreements; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

ARTICLE 1 RECITALS; DEFINITIONS

Section 1.01. Recitals. Each and all of the foregoing recitals are incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Interlocal Agreement.

Section 1.02. Definitions. The following words when used in this Interlocal Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Interlocal Agreement means and refers to this instrument, as may be amended from time to time.

Department means and refers to the Florida Department of Transportation, an agency of the State of Florida created pursuant to Section 20.23, F.S.

FHWA means and refers to the Federal Highway Administration.

FTA means and refers to the Federal Transit Administration.

Long Range Transportation Plan (LRTP) is the 20-year transportation planning horizon which includes transportation facilities; identifies a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation activities; and in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by Title 23 USC §134(c), Title 49 USC §5303, Title 23 CFR §450.322, and Section 339.175(7), F.S.

Metropolitan Planning Area means and refers to the planning area determined by agreement between the MPO and the Governor for the urbanized area containing at least a population of 50,000 as described in Title 23 USC §134(b)(1), Title 49 USC §5303, and Section 339.175(2)(c) and (d), F.S., and including the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the Metropolitan Planning Organization's planning authority.

MPO means and refers to the Metropolitan Planning Organization formed pursuant to this Interlocal Agreement as described in 23 USC §134(b)(2), 49 USC §5303, and Section 339.175(1), F.S.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a Metropolitan Planning Organization consistent with the Long Range Transportation Plan, developed pursuant to 23 USC §134(j), 49 USC §5303, 23 CFR §450.324 and Section 339.175(8), F.S.

Unified Planning Work Program (UPWP) is the biennial program developed in cooperation with the Department and public transportation providers, that identifies the planning priorities and activities to be carried out within a metropolitan planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, all as required by 23 CFR §450.308, and Section 339.175(9), F.S.

ARTICLE 2

PURPOSE

Section 2.01. General Purpose. The purpose of this Interlocal Agreement is to establish the MPO and recognize the boundary and apportionment approved by the Governor. This Interlocal Agreement shall serve:

- (a) To assist in the development of transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people and goods within and through this metropolitan planning area and minimize, to the maximum extent feasible for transportation-related fuel consumption and air pollution;
- (b) To develop transportation plans and programs, in cooperation with the Department, which plans and programs provide for the development of transportation facilities that will function as a multi-modal and intermodal transportation system for the metropolitan planning area;
- (c) To implement and ensure a continuing, cooperative, and comprehensive transportation planning process that results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan planning area in cooperation with the Department;
- (d) To assure eligibility for the receipt of federal capital and operating assistance pursuant to Title 23 USC §134 and Title 49 USC §§5303, 5304, 5305, 5307, 5309, 5310, 5311, 5314, 5326, 5337 and 5339, 5340; and
- (e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by federal, state and local laws.

Section 2.02. Major MPO Responsibilities. The MPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are parties to this Interlocal Agreement in the development of transportation-related plans and programs, including but not limited to:

- (a) The LRTP;
- (b) The TIP;
- (c) The UPWP;

- (d) Incorporating performance goals, measures, and targets into the process of identifying and selecting needed transportation improvements and projects;
- (e) A congestion management process for the metropolitan area and coordinated development of all other transportation management systems required by state or federal law;
- (f) Assisting the Department in mapping transportation planning boundaries required by state or federal law;
- (g) Supporting the Department in performing its duties relating to access management, functional classification of roads, and data collection; and
- (h) Performing such other tasks required by state or federal law.

Section 2.03. Coordination with the Department and Consistency with Comprehensive Plans. Chapter 334, F.S., grants broad authority for the Department's role in transportation. Section 334.044, F.S., includes the legislative intent declaring that the Department shall be responsible for coordinating the planning of a safe, viable, and balanced state transportation system serving all regions of the State. Section 339.155, F.S., requires the Department to develop a statewide transportation plan, which considers, to the maximum extent feasible, strategic regional policy plans, MPO plans, and approved local government comprehensive plans. Section 339.175(5), F.S., specifies the authority and responsibility of the MPO and the Department to manage a continuing, cooperative, and comprehensive transportation planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by Chapters 334 and 339, F.S., the parties to this Interlocal Agreement acknowledge that decisions made by the MPO will be coordinated with the Department. All parties to this Interlocal Agreement acknowledge that actions taken pursuant to this Interlocal Agreement will be consistent with local government comprehensive plans.

ARTICLE 3

MPO ORGANIZATION AND CREATION

Section 3.01. Establishment of MPO. The MPO for the metropolitan planning area as described in the membership apportionment plan approved by the Governor is hereby created and established pursuant to this Interlocal Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this Metropolitan Planning Organization shall be the Lake~Sumter Metropolitan Planning Organization.

Section 3.02. MPO to operate pursuant to law. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this Interlocal Agreement, the MPO will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.03. Governing board to act as policy-making body of MPO. The governing board established pursuant to Section 4.01 of this Interlocal Agreement shall act as the policy-making body for the MPO, and will be responsible for coordinating the cooperative decision-making process of the MPO's actions, and will take required actions as the MPO.

Section 3.04. Data, reports, records, and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, F.S., the parties shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the MPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

Section 3.05. Rights of review. All parties to this Interlocal Agreement and the affected federal funding agencies (e.g., FHWA, FTA, and FAA) shall have the rights of technical review and comment on MPO's projects.

ARTICLE 4

COMPOSITION; MEMBERSHIP; TERMS OF OFFICE

Section 4.01. Composition and membership of governing board.

- (a) The membership of the MPO shall consist of 16 voting members, 14 non-voting members and one (1) non-voting advisor. The names of the member local governmental entities and the voting apportionment of the MPO Governing Board as approved by the Governor shall be as follows:

Of the 30 voting and non-voting members, 16 voting positions are established, 14 of which are permanent voting positions and 2 are rotating voting positions. The permanent positions are assigned to: Lake County (5 votes), Sumter County (2 votes), Clermont (1 vote), Eustis (1 vote), Lady Lake (1 vote), Leesburg (1 vote), Minneola (1 vote), Mount Dora (1 vote) and Tavares (1 vote). There are also two At-Large Representative Board members (2 votes), one assigned to each county, with voting privileges that rotate each year in alphabetical order among the non-voting member municipalities in each respective county. Lake County's At-Large vote rotates among Astatula, Fruitland Park, Groveland, Howey-in-the-Hills, Mascotte, Montverde and Umatilla. Sumter County's At-Large vote rotates among Bushnell, Center Hill, Coleman, Webster and Wildwood. The remaining four (4) members that have ex-officio, non-voting status are the Florida Central Railroad, the Lake County School Board, the Sumter County School Board and the Central Florida Expressway Authority. There is one (1) Florida Department of Transportation non-voting advisor.

- (b) All voting representatives shall be elected officials of general purpose local governments, except to the extent that the MPO includes, as part of its apportioned voting membership, a member of a statutorily authorized planning board or an official of an agency that operates or administers a major mode of transportation. All individuals acting as a representative of the governing board of the county, the city, or authority shall first be selected by said governing board.
- (c) The voting membership of an MPO shall consist of not fewer than 5 or more than 19 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governor, based on an agreement among the affected units of general-purpose local government as required by federal rules and regulations and shall be in compliance with 339.175(3) F.S.
- (d) In the event that a governmental entity that is a member of the MPO fails to fill an assigned appointment to the MPO within sixty days after notification by the Governor of its duty to appoint a representative, the appointment shall then be made by the Governor from the eligible individuals of that governmental entity.

Section 4.02. Terms. The term of office of members of the MPO shall be four years. The membership of a member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four year terms.

ARTICLE 5

AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES

Section 5.01. General authority. The MPO shall have all authorities, powers and duties, enjoy all rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive transportation planning process as specified in Section 339.175(5) and (6), F.S.

Section 5.02. Specific authority and powers. The MPO shall have the following powers and authority:

- (a) As provided in Section 339.175(6)(g), F.S., the MPO may employ personnel and/or may enter into contracts with local or state agencies and private planning or engineering firms to utilize the staff resources of local and/or state agencies;
- (b) As provided in Section 163.01(14), F.S., the MPO may enter into contracts for the performance of service functions of public agencies;
- (c) As provided in Section 163.01(5)(j), F.S., the MPO may acquire, own, operate, maintain, sell, or lease real and personal property;
- (d) As provided in Section 163.01(5)(m), F.S., the MPO may accept funds, grants, assistance, gifts or bequests from local, state, and federal resources;
- (e) The MPO may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable local and state laws, rules and regulations; and
- (f) The MPO shall have such powers and authority as specifically provided in Section 163.01 and Section 339.175(2)(b), (5) and (6), F.S., and as may otherwise be provided by federal or state law.

Section 5.03. Duties and responsibilities. In addition to those duties and responsibilities set forth in Article 2, the MPO shall have the following duties and responsibilities:

- (a) As provided in Section 339.175(6)(d), F.S., the MPO shall create and appoint a technical advisory committee;
- (b) As provided in Section 339.175(6)(e), F.S., the MPO shall create and appoint a citizens' advisory committee;
- (c) As provided in Section 163.01(5)(o), F.S., the MPO shall be liable for any liabilities incurred by the MPO, and the MPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel, the approval of settlements of claims by its governing

board, or in any other manner agreed upon by the MPO. Nothing contained herein shall constitute a waiver by any party of its sovereign immunity or the provisions of section 768.28, F.S.;

- (d) As provided in Section 339.175(9), F.S., the MPO shall establish an estimated budget which shall operate on a fiscal year basis consistent with any requirements of the UPWP;
- (e) The MPO, in cooperation with the Department, shall carry out the metropolitan transportation planning process as required by Title 23 CFR Parts 420 and 450, and Title 49 CFR Part 613, Subpart A, and consistent with Chapter 339, F.S., and other applicable state and local laws;
- (f) As provided in Section 339.175(10)(a), F.S., the MPO shall enter into agreements with the Department, operators of public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the transportation planning process will be coordinated and included in the comprehensively planned development of the area;
- (g) Perform such other tasks presently or hereafter required by state or federal law;
- (h) Execute certifications and agreements necessary to comply with state or federal law; and
- (i) Adopt operating rules and procedures.

ARTICLE 6

FUNDING; INVENTORY REPORT; RECORD-KEEPING

Section 6.01. Funding. The Department shall allocate to the MPO for performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds consistent with the approved planning funds formula.

Section 6.02. Inventory report. The MPO agrees to inventory, to maintain records of and to insure proper use, control, and disposal of all nonexpendable tangible property acquired pursuant to funding under this Interlocal Agreement. This shall be done in accordance with the requirements of Title 23 CFR Part 420, Subpart A, Title 49 CFR Part 18, Subpart C, and all other applicable federal regulations.

Section 6.03. Record-keeping and document retention. The Department and the MPO shall prepare and retain all records in accordance with federal and state requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, 49 CFR §18.42, and Chapter 119, F.S.

Section 6.04 Compliance with laws. All parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the parties in conjunction with this Agreement. Specifically, if a party is acting on behalf of a public agency the party shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the party.
- (b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the party upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

ARTICLE 7 MISCELLANEOUS PROVISIONS

Section 7.01. Constitutional or statutory duties and responsibilities of parties. This Interlocal Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Interlocal Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Interlocal Agreement or any legal or administrative entity created or authorized by this Interlocal Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 7.02. Amendment of Interlocal Agreement. Amendments or modifications of this Interlocal Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Interlocal Agreement. No amendment may alter the apportionment or jurisdictional boundaries of the MPO without approval by the Governor.

Section 7.03. Duration; withdrawal procedure.

- (a) Duration. This Interlocal Agreement shall remain in effect until terminated by the parties to this Interlocal Agreement. The Interlocal Agreement shall be reviewed by the parties at least every five years, concurrent with the decennial census, and/or concurrent with a new Federal Reauthorization bill, and updated as necessary.
- (b) Withdrawal procedure. Any party, except Lake County, Sumter County, Lady Lake, Leesburg, Eustis, Tavares and Clermont may withdraw from this Interlocal Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Interlocal Agreement and the MPO, at least 90 days prior to the intended date of withdrawal. Upon receipt of the intended notice of withdrawal:
 - (1) The withdrawing member and the MPO shall execute a memorandum reflecting the withdrawal of the member and alteration of the list of member governments that are signatories to this Interlocal Agreement. The memorandum shall be filed in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located; and
 - (2) The MPO shall contact The Office of the Governor and the Governor, with the agreement of the remaining members of the MPO, shall determine whether any reapportionment of the membership is appropriate. The Governor and the MPO shall review the previous MPO designation, applicable federal, state and local law, and MPO rules for appropriate revision. In the event that another entity is to be afforded membership in the place of the member withdrawing from the MPO, the parties acknowledge that pursuant to Title 23 CFR

§450.310(1)(2), adding membership to the MPO does not automatically require redesignation of the MPO. In the event that a party who is not a signatory to this Interlocal Agreement is afforded membership in the MPO, membership shall not become effective until this Interlocal Agreement is amended to reflect that the new member has joined the MPO.

Section 7.04. Notices. All notices, demands and correspondence required or provided for under this Interlocal Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

Florida Department of Transportation
719 South Woodland Boulevard
Deland, FL 32720

Lake County Board of County Commissioners
315 W. Main St.
Tavares, FL 32778

Sumter County Board of County Commissioners
7375 Powell Road
Wildwood, FL 34785

Town of Astatula
PO Box 609
Astatula, FL 34705

City of Bushnell
PO Box 115
Bushnell, FL 33513

City of Center Hill
PO Box 649
Center Hill, FL 33514

City of Clermont
PO Box 120219
Clermont, FL 34711-0219

City of Coleman
PO Box 456
Coleman, FL 33521

City of Eustis
PO Drawer 68
Eustis, FL 32727-0068

City of Fruitland Park
506 W. Berckman St
Fruitland Park, FL 34731

City of Groveland
156 South Lake Ave
Groveland, FL 34736

Town of Howey-In-The-Hills
PO Box 128
Howey-In-The-Hills, FL 34737

Town of Lady Lake
409 Fennell Blvd.
Lady Lake, FL 32159

City of Leesburg
PO Box 490630
Leesburg, FL 34749-0630

City of Mascotte
100 E. Myers Blvd.
Mascotte, FL 34753

City of Minneola
PO Box 678
Minneola, FL 34755-0678

Town of Montverde
PO Box 560008
Montverde, FL 34756-0008

City of Mount Dora
510 N. Baker St
Mount Dora, FL 32757

City of Tavares
PO Box 1068
Tavares, FL 32778

City of Umatilla
PO Box 2286
Umatilla, FL 32784-2286

City of Webster
PO Box 28
Webster, FL 33597

City of Wildwood
110 N. Main St
Wildwood, FL 34785

Florida Central Railroad
PO Box 967
Plymouth, FL 32768

Lake County School Board
201 West Burleigh Blvd.
Tavares, FL 32778-2496

Sumter County School Board
PO Box 187
Lake Panasoffkee, FL 33538

Central Florida Expressway Authority
4974 ORL Tower Rd
Orlando, FL 32807

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 7.05. Interpretation.

- (a) Drafters of the Interlocal Agreement. The Department and the members of the MPO were each represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Interlocal Agreement and in choice of wording. Consequently, no provision should be more strongly construed against any party as drafter of this Interlocal Agreement.
- (b) Severability. Invalidation of any one of the provisions of this Interlocal Agreement or any part, clause or word, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.
- (c) Rules of construction. In interpreting this Interlocal Agreement, the following rules of construction shall apply unless the context indicates otherwise:
 - (1) The singular of any word or term includes the plural;
 - (2) The masculine gender includes the feminine gender; and
 - (3) The word “shall” is mandatory, and “may” is permissive.

Section 7.06. Enforcement by parties hereto. In the event of any judicial or administrative action to enforce or interpret this Interlocal Agreement by any party hereto, each party shall bear its own costs and attorney’s fees in connection with such proceeding.

Section 7.07. Interlocal Agreement execution; Use of counterpart signature pages. This Interlocal Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 7.08. Effective date; Cost of recordation.

- (a) Effective date. This Interlocal Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.
- (b) Recordation. The MPO hereby agrees to pay for any costs of recordation or filing of this Interlocal Agreement in the Office of the Circuit Court for each county in which a party is hereto located. The recorded or filed original, or any amendment, shall be returned to the MPO for filing in its records.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

**FLORIDA DEPARTMENT OF
TRANSPORTATION**

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

LAKE COUNTY BOARD OF COUNTY COMMISSIONERS

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

**SUMTER COUNTY BOARD OF COUNTY
COMMISSIONERS**

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

TOWN OF ASTATULA

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

CITY OF BUSHNELL

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

CITY OF CENTER HILL

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

CITY OF CLERMONT

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

CITY OF COLEMAN

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

CITY OF EUSTIS

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

CITY OF FRUITLAND PARK

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

CITY OF GROVELAND

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

TOWN OF HOWEY-IN-THE-HILLS

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

TOWN OF LADY LAKE

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

CITY OF LEESBURG

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

CITY OF MASCOTTE

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

CITY OF MINNEOLA

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

TOWN OF MONTVERDE

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

CITY OF MOUNT DORA

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

CITY OF TAVARES

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

CITY OF UMATILLA

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

CITY OF WEBSTER

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

CITY OF WILDWOOD

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

FLORIDA CENTRAL RAILROAD

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

LAKE COUNTY SCHOOL BOARD

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

SUMTER COUNTY SCHOOL BOARD

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION

RESOLUTION 2015 - 22

A RESOLUTION OF THE LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION (MPO) FORMALIZING THE RESULTS OF THE REQUIRED EXAMINATION OF THE INTERLOCAL AGREEMENT CREATING THE MPO; FORMALIZING A POSITION ON THE CURRENT MPO APPORTIONMENT AREA; AND AUTHORIZING THE CHAIRMAN TO TRANSMIT SAID RESOLUTION TO THE OFFICE OF THE GOVERNOR AND OTHER AGENCIES

WHEREAS, the Federal Government, under the authority of 23 United States Code 134 and 49 United States Code 5303, requires each metropolitan area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area, and further requires the State Transportation Agency and the Metropolitan Planning Organization to enter into an Agreement clearly identifying the responsibilities of each party for cooperatively carrying out such transportation planning; and

WHEREAS, an Interlocal Agreement for Creation of the Lake~Sumter Metropolitan Planning Organization was entered on January 31, 2004, by and among the Florida Department of Transportation; the County of Lake and the County of Sumter; the Town of Astatula, City of Clermont, City of Eustis, City of Fruitland Park, City of Groveland, Town of Howey-in-the-Hills, Town of Lady Lake, City of Leesburg, City of Mascotte, City of Minneola, Town of Montverde, City of Mount Dora, City of Tavares and City of Umatilla; and

WHEREAS, the Lake~Sumter Metropolitan Planning Organization (MPO) Governing Board met for the first time February 25, 2004; and

WHEREAS, the Interlocal Agreement provided that the Agreement shall remain in effect until terminated by the parties to this Agreement; provided, however, that by no later than January 30, 2009, and at least every five years thereafter, the Governor shall examine the composition of the MPO membership and reapportion it as necessary to comply with Section 339.175, Florida Statutes, as appropriate. During examination of the MPO apportionment every five years by the Governor, the originating Agreement shall be reviewed by the MPO and the Department to confirm the validity of the contents and to recommend amendments, if any, that are required; and

WHEREAS, the MPO took action by Resolution 2009-1 on January 28, 2009, to confirm the MPO had reviewed the Interlocal Agreement for the Creation of the Lake~Sumter Metropolitan Planning Organization and had determined that no changes were necessary to the agreement; and

WHEREAS, the MPO took action by Resolution 2010-5 on February 24, 2010, to approve and to transmit a Redesignation Plan to the Governor and to applicable agencies that added the remaining portion of Sumter County not previously included at the time of the creation of the MPO to the MPO Area, thus including Sumter County in its entirety; and

WHEREAS, a letter dated October 22, 2010, was received by Governor Crist approving the Redesignation Plan; and

WHEREAS, the MPO has been requested by the FDOT to review and update the Interlocal Agreement for the Creation of the Lake~Sumter Metropolitan Planning Organization; and

WHEREAS, the MPO has examined the Interlocal Agreement for Creation of the Lake~Sumter Metropolitan Planning Organization; and the MPO has reviewed the MPO Apportionment Area that was expanded in 2010 to add all of Sumter County and has prepared formal statements on each to be transmitted to the Office of the Governor.

NOW, THEREFORE, BE IT RESOLVED by the Lake~Sumter Metropolitan Planning Organization that:

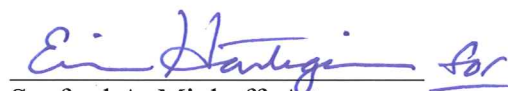
1. The Governing Board of the Lake~Sumter Metropolitan Planning Organization (MPO) has reviewed the Interlocal Agreement for the Creation of the Lake~Sumter MPO and determined that changes are needed to the agreement as a result of the addition of all of Sumter County, including the five municipalities of Sumter County: the City of Bushnell, the City of Center Hill, the City of Coleman, the City of Webster and the City of Wildwood, and due to the addition of ex-officio representation of the Central Florida Expressway Authority, Florida Central Railroad, the Lake County School Board and the Sumter County School Board.
2. The Governing Board of the Lake~Sumter MPO acknowledges the responsibility of the Office of the Governor to review the Apportionment Area of the MPO; and, therefore, formally communicate to the Governor that no changes to the Apportionment Area are necessary at this time in light of the 2010 approval of the Redesignation Plan and that the membership additions are necessary to the Interlocal Agreement at the time of this resolution.
3. The Governing Board of the Lake~Sumter MPO hereby authorizes the chairman to transmit aforementioned actions in the form of this resolution to the Office of the Governor, State of Florida; the Florida Department of Transportation; the Federal Highway Administration; and the Federal Transit Administration.

DULY PASSED AND ADOPTED this 28 day of October, 2015.

Lake~Sumter Metropolitan Planning Organization


Ray Goodgame, Chairman

Approved as to Form and Legality:


Sanford A. Minkoff, Attorney



Lake County

Sumter County

Town of Astatula

City of Bushnell

City of Center Hill

City of Clermont

City of Coleman

City of Eustis

City of Fruitland Park

City of Groveland

Town of
Howey-in-the-Hills

Town of Lady Lake

City of Leesburg

City of Mascotte

City of Minneola

Town of Montverde

City of Mount Dora

City of Tavares

City of Umatilla

City of Webster

City of Wildwood

Florida Central
Railroad

Lake County Schools

Sumter County Schools

November 3, 2015

Mr. Darren Gray, City Manager
City of Clermont
PO Box 120219
Clermont, FL 34711

**RE: Resolution Updating the Interlocal Agreement for the Creation
of the Lake~Sumter MPO**

Dear Mr. Gray:

On October 28, 2015, the Lake~Sumter Metropolitan Planning Organization (MPO) Governing Board approved a resolution updating the Interlocal Agreement for the Creation of the Lake~Sumter MPO.

The agreement was first approved in 2004 and was reviewed in 2009. At that time, the MPO by resolution communicated to the FDOT and federal agencies that no changes were needed. In 2010, the MPO approved a Redesignation Plan that added Sumter County in its entirety to the MPO Area. When all of Sumter County was included in the MPO Area as part of the Redesignation Plan, the five municipalities of Sumter County were also added to the MPO Area and to the MPO Bylaws.

Those changes are reflected in the updated interlocal agreement. In addition, the updated agreement also includes the ex-officio members that were not previously included in the interlocal agreement. This includes the Central Florida Expressway Authority, Florida Central Railroad, the Lake County School Board and the Sumter County School Board.

Attached to this letter are the resolution approving the interlocal agreement and the Interlocal Agreement for Creation of the Lake~Sumter Metropolitan Planning Organization. The MPO respectfully requests the City of Clermont Council take action to approve the updated interlocal agreement. Please advise when this item will be included on the agenda for consideration. Once approved, please return four (4) original signatures pages via mail.

Sincerely,

For T.J. Fish
Executive Director

"Promoting Regional Transportation Partnerships"

www.LakeSumterMPO.com

1616 South 14th Street, Leesburg, Florida 34748

Phone (352) 315-0170 – Fax (352) 315-0993



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date								
Tuesday, December 8, 2015								
Agenda Item Name								
Cost Share Agreement and Budget Amendment								
Requested Action								
Move to approve Cost Share Agreement and Budget Amendment.								
Staff Report								
The City of Clermont has recently received a grant from SJRWMD for up to \$1,980,000.00 to design, construct, and test 2 wells into the Lower Floridan Aquifer. The City of Clermont Utility Master Plan includes upgrading all of its potable water wells to access the Lower Floridan aquifer which is considered to be an alternative water supply by the SJRWMD. This plan is in conjunction with the findings of the Central Florida Water Initiative Water Supply Plan as well as the South Lake Regional Water Initiative Water Supply Study. Staff recommends approval of a Cost Share Agreement for up to \$1,980,000.00 with St. Johns River Water Management District.								
Additional Analysis								
Fiscal Impact Summary								
Budget amendment in the Water Fund is recommended for the grant amount of \$1,980,000. The associated projects are included in the City's Five Year Capital Plan.								
Fiscal Impact	Fund Number and Description	Available Budget Amount						
Exhibits Attached (copies of original agreements)								
<table><tr><td>1.</td><td>Cost Share Agreement</td><td>Cost Share Agreement.pdf</td></tr><tr><td>2.</td><td>Cost Share Attachment</td><td>Cost Share Attachment.pdf</td></tr></table>			1.	Cost Share Agreement	Cost Share Agreement.pdf	2.	Cost Share Attachment	Cost Share Attachment.pdf
1.	Cost Share Agreement	Cost Share Agreement.pdf						
2.	Cost Share Attachment	Cost Share Attachment.pdf						

**COST-SHARE AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND CITY OF CLERMONT**

THIS AGREEMENT ("Agreement") is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and CITY OF CLERMONT ("Recipient"), 685 West Montrose Street, Clermont, Florida 34711. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

RECITALS

The waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water. Pursuant to chapter 373, Fla. Stat., the District is responsible for the management of the water resources within its geographical area.

The District 2015-2016 cost-share funding program is designed to fund the construction of local stormwater management and alternative water supply projects as well as conservation implementation projects. Its goals are to contribute to: 1) reduction in water demand through indoor and outdoor conservation measures; 2) development of alternative or non-traditional water supply sources; such as reclaimed water, surface water, or seawater; 3) water quality improvements (for example, nutrient-loading reduction in springsheds or other surface-water systems); and 4) water resource development opportunities (for instance, increasing available source water through expansion or development of surface-water storage). The current cost-share funding program also recognizes the importance of providing funding opportunities for construction of flood protection and natural-systems restoration projects, which are important components of the District's core mission focus.

The District has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the water resources and one or more of the District's missions and initiatives.

At its August 2015 meeting, the Governing Board selected Recipient's proposal for cost-share funding. The parties have agreed to jointly fund the following project in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter the "Project"):

Lower Floridan Aquifer Exploratory and Water Supply Development, Sunburst Well Numbers 1 & 2 Project

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A - Statement of Work; and (3) all other attachments, if any. The parties hereby agree to the following terms and conditions.

1. **TERM; WITHDRAWAL OF OFFER.**

- (a) The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until January 31, 2017 ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made before November 1, 2016. Timely requests to extend, for longer than three months, the Completion Date of the Agreement for projects whose District contribution exceeds \$100,000 may only be approved by the District's Governing Board. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
- (b) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates forty-five (45) days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the District's Project Manager, stating the reason(s) therefor. Request for extension of time after the forty-five (45) days will be denied. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.
- (c) If the construction, which is eligible for District reimbursement, does not begin before September 30, 2016, or if the first invoice for non-construction projects is not submitted by September 30, 2016, the cost-share agreement will be subject to termination and the funds subject to reallocation.

2. **DELIVERABLES.** Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The District's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the District will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the District arising from or by reason of this Agreement.

3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.

4. **AMOUNT OF FUNDING.**

- (a) For satisfactory completion of the Project, the District shall pay Recipient approximately thirty-three percent (33%) of the total construction cost of the Project, but in no event shall the District cost-share exceed \$1,980,000. The District cost-share is not subject to modification based upon price escalation in implementing the Project during the term of

this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.

- (b) "Construction cost" is defined to include actual costs of constructing Project facilities, including construction management. Land acquisition, engineering design, and permitting costs are excluded. Construction cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work. Costs that are excluded will not be credited toward Recipient's cost-share.
- (c) Cooperative funding shall not be provided for expenses incurred after the Completion Date.

5. **PAYMENT OF INVOICES.**

- (a) Recipient shall submit itemized invoices as per the Statement of Work, Attachment A for reimbursable expenses by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177, or (2) by e-mail to acctpay@sjrwmd.com. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for approximately thirty-three percent (33%) of approved cost or the not-to-exceed sum of \$1,980,000, whichever is less. The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, if applicable, as provided in subsection (g). If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than forty-five (45) days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than thirty (30) days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent (10%) of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten (10) days prior to the due date and state the basis for the delay.**

- (d) All invoices shall include the following information: (1) District contract number; (2) District encumbrance number; (3) Recipient's name, address, and authorization to directly deposit payment into Recipient's account (if Recipient has not yet provided the District with a completed Direct Deposit Authorization form; (4) Recipient's invoice number and date of invoice; (5) District Project Manager; (6) Recipient's Project Manager; (7) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work); (8) Progress Report (if required); (9) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action within twenty (20) business days of receipt, stating the basis for rejection. Payments shall be made within forty-five (45) days of receipt of an approved invoice.
 - (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.
 - (f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
 - (g) **Annual budgetary limitation.** For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Recipient anticipates that expenditures will exceed the budgeted amount during any fiscal year, Recipient shall promptly notify the District's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).
6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Recipient accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, Fla. Stat., as amended. Each party shall acquire and

maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations.

7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. **PROJECT MANAGEMENT.**

- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) e-mail. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date transmitted and received.

DISTRICT

Patrick C. Burger, P.E.
Project Manager
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177
386-329-4194
E-mail: pburger@sjrwmd.com

RECIPIENT

James Kinzler
Project Manager
City of Clermont
685 West Montrose Street
Clermont, Florida 34711
352-241-0178
E-mail: jkinzler@clermontfl.org

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project. The District's Project Manager may issue a District Supplemental Instruction (DSI) form, Attachment C, to authorize minor changes in the Project that the parties agree are not inconsistent with the purpose of the Project, do not affect the District cost-share, Completion Date, or otherwise significantly modify the terms of the Agreement.

9. **PROGRESS REPORTS AND PERFORMANCE MONITORING.**

- (a) **Progress Reports.** Recipient shall provide to the District quarterly Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the

Project and outline any potential issues affecting completion or the overall schedule. Recipient shall use the District's Project Progress Report form, Attachment B. Recipient shall submit the Project Progress Reports to the District's Project Manager and District's Budget Manager within thirty (30) days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31).

- (b) **Performance Monitoring.** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.

10. **FAILURE TO COMPLETE PROJECT.**

- (a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within thirty (30) days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the time for Project completion or the scope of the Project. Failure to complete the Project within ninety (90) days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.
- (b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties. Paragraphs 10(a) and 10(b) shall survive the termination or expiration of this Agreement.

11. **TERMINATION.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District may provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have thirty (30) days following receipt of the notice to cure the breach. If Recipient fails to cure the breach within the thirty (30) day period, the District shall issue a Termination for Default Notice terminating this Agreement without further notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within thirty (30) days of such termination. The District may also terminate this Agreement upon ten (10) days written notice in the event of any material misrepresentations in the Project Proposal.

ADDITIONAL PROVISIONS (Alphabetical)

12. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement

shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.

13. **AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS.**

- (a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least five (5) years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.
- (b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; (4) Recipient has been advanced or paid unobligated funds; (5) Recipient has been paid funds in excess of the amount Recipient is entitled to receive under the Agreement; and/or (6) Recipient has received more than one hundred percent (100%) contributions through cumulative public agency cost-share funding.

- 14. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
- 15. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten (10) business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten (10) business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.
- 16. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.
- 17. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used

herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Orange County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

18. **INDEPENDENT CONTRACTORS.** The parties to this Agreement, their employees and agents, are independent contractors and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Agreement. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health care, and tax laws pertaining to Recipient, its officers, agents, and employees.
19. **CONFLICTING INTEREST IN RECIPIENT.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in section 112.312, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
20. **NON-LOBBYING.** Pursuant to section 216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.
21. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.
22. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.
23. **PUBLIC RECORDS.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.

24. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CITY OF CLERMONT

By: _____
Ann B. Shortelle, Ph.D., Executive Director
(or designee)

By: _____

Typed Name and Title

Date: _____

Date: _____

ONLY AS TO FORM AND LEGALITY

Attest: _____

William Abrams, Sr. Assistant General Counsel

Typed Name and Title

ATTACHMENTS

Attachment A - Statement of Work
Attachment B - Project Progress Report Form
Attachment C - District Supplemental Instructions Form

2015-16 District Cost-Share Initiative
Last updated: 9-9-15

**ATTACHMENT A - STATEMENT OF WORK
CITY OF CLERMONT
LOWER FLORIDAN AQUIFER EXPLORATORY AND WATER SUPPLY DEVELOPMENT PROJECTS
SUNBURST WELL NUMBERS 1 & 2**

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) is continuing its Cooperative Cost Share Initiative Program in Fiscal Year (FY) 2015-2016 to develop and implement resource and water supply development projects and promote conservation. Each project selected for funding will have a positive benefit to Minimum Flows and Levels (MFLs), water quantity, water quality, and/or natural systems and supports the District's Strategic Initiatives. The City of Clermont (Recipient) has requested and been selected as a participant in this cost share program.

On August 11, 2015 the District's Governing Board approved funding for a collection of projects by some utilities participating in a study and coordination group of the South Lake Water Initiative. The Recipient will receive cost share funding for construction, and testing of wells in the Lower Floridan aquifer (LFA) for the not-to-exceed amount of \$1,980,000 toward a construction and testing budget of \$5,940,000 for Sunburst Well Numbers 1 & 2.

II. OBJECTIVES

The objective of this contract is to provide cost share dollars that will enable the Recipient to construct and test two wells into the Lower Floridan aquifer that will provide new information on the geology and hydrogeology of the LFA in south Lake County, and the potential to develop a source of groundwater for public supply uses that can diminish or reverse current adverse trends in water table and other unacceptable impacts. The primary objectives are to develop new geologic and hydrogeologic information sufficient for assessment of the likely success and evaluation of the advantages of using the LFA as a public water supply source. Secondary considerations comprise evaluation of likely benefits of future groundwater production from the LFA, or use of the LFA to offset Upper Floridan aquifer pumping, on existing prevention and recovery MFL lakes and on nearby and distant springs.

III. SCOPE OF WORK

The Recipient shall perform a sequence of evaluation, design, construction, and testing tasks that will comprise:

- Screening and selection of sites suitable for construction and testing of two LFA test/production wells. Screening will include identification of potential sanitary hazards and other features or activities that are identified as requiring setbacks by the Florida Department of Environmental Project (FDEP), Florida Department of Health (FDOH), or the District.
- Design of the test/production wells and preparation of plans and specifications. The design task will include design of the wells and testing plan, including sampling schedules and analytes, test duration, observation sites, and selection of methods to analyze the results of aquifer testing. The product of this phase will include a set of Plans and Specifications suitable for bidding.
- Permitting of the proposed wells for testing purposes with the District. Please note that if the results of testing confirm the suitability of the LFA as a viable alternative water supply (AWS), the

Recipient will apply to modify or renew their consumptive use permit (CUP) to allow water supply pumping from the new source, with flexibility to use existing sources to meet peak demands. That permitting is not included in the cost-share work scope.

- Constructing, testing, aquifer testing, water quality testing comprise the main work effort. The well construction and aquifer testing plans will consist of the tasks outlined in the project manual as supplemented by additional correspondence between the Recipient and District. The Recipient shall also test the two existing wells at Greater Hills to determine existing condition, to confirm well and casing depth, and to evaluate suitability for increasing production of groundwater from the LFA at that site.
- Documenting aspects of construction and testing will be undertaken throughout the project as weekly progress reports, data submittals as generated (e.g geophysical logs or water quality results), at monthly progress meetings, and in one or more final reports that will document construction, testing, analysis, and interpretation of the results.

IV. PROJECT ADMINISTRATION

The Recipient shall be responsible for the following:

- Complete and obtain final project design, construction plans, and specifications;
- Obtain all required permits, including right of access to the project sites, related to project construction and subsequent operation and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;
- Provide procurement for project construction;
- Perform supervision and inspection of construction;
- Perform construction contract administration;
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost share funds expended.

The Recipient shall provide the following to the District's Project Manager:

- A copy of Recipient's executed construction contract documents;
- A copy of any subsequent change orders to the contract;
- Timely invoices for actual construction costs in accordance with this cost share agreement (with appropriate substantiation) to enable proper review by the District's Project Manager prior to payment authorization;
- Quarterly progress reports identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, key issues to be resolved, project construction photos; quarterly reports shall also be emailed to the District's Budget Manager at mlicourt@sjrwmd.com;
- Certification of construction completion by a Professional Engineer registered in the state of Florida.

The Recipient shall ensure the tasks in the Task Identification section below are completed.

VI. TASK IDENTIFICATION AND TIME FRAMES

The expiration date of this cost share agreement is January 31, 2017. The projected schedule is as follows:

	Task Description	Anticipated Start Date	Anticipated Completion Date
Task 1	Well site selection (2 wells)	October 15, 2015	October 23, 2015
Task 2	Design, preparation of Plans and Specifications, bidding, and award	October 15, 2015	February 15, 2016
Task 3	Permitting (2 wells)	November 1, 2015	January 1, 2016
Task 4	Well construction (2 proposed LFA wells) and aquifer performance testing (2 existing wells) tasks	February 1, 2016	November 1, 2016
4a	Final Bidding, Award of Contract, and Notice to Proceed.	February 1, 2016	March 31, 2016
4b	Mobilization and testing at Greater Hills LFA wells, mobilization to Sunburst site, site preparation. Pilot borehole drilling on 1 st Sunburst LFA well, drill-stem sampling on 1 st LFA well.	April 1, 2016	June 30, 2016
4c	Casing installation, well development, step-drawdown testing, and geophysical logging of 1 st Sunburst LFA well. Pilot borehole drilling, drill-stem sampling, casing installation, well development on 2 nd Sunburst LFA well.	July 1, 2016	September 30, 2016
4d	Step-drawdown testing, and geophysical logging of 2 nd Sunburst LFA well. Constant rate discharge testing at Sunburst site.	October 1, 2016	November 14, 2016
Task 5	Analysis of testing results and Documentation of construction and testing	November 14, 2016	December 31, 2016

VII. BUDGET/COST SCHEDULE

For satisfactory completion of each Project, the District shall pay Recipient approximately thirty-three (33%) of the total construction cost of the Project, but in no event shall the District's cost-share exceed \$1,980,000, approximately \$990,000 for each well. It is anticipated that the FY breakdown will be \$1,326,600 for FY 2015-2016 and \$653,400 for FY 2016-2017.

Recipient shall invoice the District on a quarterly basis and upon project completion. Invoices shall include a copy of the contractor's invoices submitted to the Recipient, proof of payment by Recipient, and other required supporting documentation for reimbursement up to match amount. For in-house expenses, Recipient shall provide copies of all receipts for materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final project report. If the total actual cost of this project is less than originally estimated, the District's cost-share amount shall be reduced accordingly. Recipient may invoice more frequently submitting all required documentation and include general status information. Recipient may invoice the District for Project construction work beginning October 1, 2015.

Recipient shall submit quarterly progress reports to the District's Project Manager and the District's Budget Manager within 15 days of the end of quarter for work accomplished during each quarter. The email address for the District's Budget Manager is mlicourt@sjrwmd.com. The Recipient shall submit a final project report within 30 days of Final Completion and acceptance by the City of Clermont detailing the Project's accomplishments and any issues resolved during the course of the work.

Note: The estimated task amounts below are less than originally anticipated; however, the not-to-exceed amount approved by the Governing Board of \$1,980,000 will remain, which is 33% of the original estimated construction and testing budget of \$5,940,000 for Sunburst Well Numbers 1 & 2. The costs below are estimated and final costs may be closer to the original anticipated costs.

Estimated Cost Schedule for Reimbursement of \$1,326,600 for FY 2015-16 (all dollar amounts are approximate and may be reallocated between the tasks for the two FYs).

Task	Description	Estimated Task Amount	Estimated Reimbursement Amount
Task 1	Well site selection	\$4,979	\$0
Task 2	Design, preparation of Plans and Specifications, bidding, and award	\$33,433	\$0
Task 3	Permitting	\$4,510	\$0
Task 4	Well construction (2 proposed LFA wells) and aquifer performance testing (2 existing wells)		
4a	Final Bidding and award, Notice to proceed.	NA	\$0
4b	Mobilization and testing at Greater Hills LFA wells, mobilization to Sunburst site, site preparation. Pilot borehole drilling on 1 st Sunburst LFA well, drill-stem sampling on 1 st LFA well.	\$1,980,000	\$653,400
4c	Casing installation, well development, step-drawdown testing, and geophysical logging of 1 st Sunburst LFA well. Pilot borehole drilling, drill-stem sampling, casing installation, well development on 2 nd Sunburst LFA well.	\$1,980,000	\$653,400

Estimated Cost Schedule for Reimbursement of \$653,400 for FY 2016-17 (all dollar amounts are approximate and may be reallocated between the tasks for the two FYs).

Task	Description	Estimated Task Amount	Estimated Reimbursement Amount
Task 4d	Step-drawdown testing, and geophysical logging of 2 nd Sunburst LFA well. Constant rate discharge testing at Sunburst site.	\$1,980,000	\$653,400
Task 5	Analysis of testing results and Documentation	\$204,227	\$0

ATTACHMENT B – PROJECT PROGRESS REPORT

ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)
DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO:

FROM: _____, Project Manager

CONTRACT/PURCHASE ORDER NUMBER:

CONTRACT TITLE:

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor changes to the work as consistent with the Contract Documents and return to the District’s Project Manager.

1. CONTRACTOR’S SUPPLEMENTAL INSTRUCTIONS:
2. DESCRIPTION OF WORK TO BE CHANGED:
3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: _____.

Contractor’s approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____

(Contractor agrees to implement the Supplemental Instructions as requested, but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____
_____, District Project Manager

Acknowledged: _____ Date: _____
_____, District Contracts Administrator

cc: Contract/Purchasing file
Financial Management

ATTACHMENT B

St. Johns River Water Management District
Project Progress Report

Date: _____
 month/day/year

Report Number: _____

Contract/Project Identification

Project Name:	Lower Floridan Aquifer Exploratory and Water Supply Development, Sunburst Well Numbers 1 & 2 Project		
Recipient:	City of Clermont		
SJRWMD Contract Number:	28473	SJRWMD Project Manager:	Patrick C. Burger, P.E.
		Recipient's Project Manager:	James Kinzler

Construction Schedule

Start Date (mm/dd/yy):	
Completion (mm/dd/yy):	

Reporting Period

Beginning Date (mm/dd/yy):	
Ending Date (mm/dd/yy):	

Budget

Total Budget:	\$	
Expended To-date:	\$	
Expended This Period:	\$	
Percent Budget Expended:		%

Duration

Planned Duration:		Weeks
Duration To-date:		Weeks
Duration This Period:		Weeks
Percent Duration Expended:		%

Anticipated Future Payment Requests:

3 Months	6 Months	9 Months	12 Months

Tasks/Milestones/Deliverables Scheduled for this Reporting Period or Within the Next 60 days:

Task Number	Tasks/Milestones/Deliverables	Start Date	Finish Date	Percent Complete	Projected Finish Date

Problems, Issues, Solutions, Anticipated deviations from schedule:

Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 8, 2015		
Agenda Item Name		
Event Request and Open Container Request		
Requested Action		
Move to approve event and open container request for "Taste of the World".		
Staff Report		
We have a request from Xclusive Caribbean Inc to host "Taste of the World" event scheduled for Waterfront Park on March 26, 2016 from 11:00 AM to 10:00 PM. The organization is requesting the following 1. To allow an open container area on the South side of the South Lake Trail at Waterfront Park from 11:00 AM to 10:00 PM. The group is requesting to serve beer and wine for the event only. 2. To fence off the requested Waterfront Park area/open container zone and charge an admission into the event of \$12. The organization is understanding of any staffing, logistics, and fees associated with the event and has agreed to pay for all costs. They will also comply with all regulations set by Fire and Police Departments for the event. The organization will be exercising their 501C3 license to pull the permit to serve beer and wine only during the event.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Xclusive - Taste of the World Xclusive - Taste of the World.pdf 2. Alcohol Application Alcohol Request-Taste of World.pdf		



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

EVENT APPLICATION

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

Date of Application: 9/28/15 Name of Event: TASTE OF THE WORLD

Date(s) of Request: MARCH 26, 2016 Actual Event Hours Start: 11 AM End: 10 PM
(All events must end no later than 10pm)

Set Up Hours Start: 8 AM End: 11 AM Breakdown Hours Start: 10 PM End: 12 AM

Please check section/s of the park being requested:

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

Name of Organization/Renter: XCLUSIVE CARIBBEAN INC. (501.30)

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

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

Federal ID #/Drivers License #: R523756702890(FL) Website: N/A

Event Contact: SABRINA RAMSIT Email: NMS1J4@AOL.COM

Day Phone: _____ Cell Phone: 407.766.1261 Other Phone/Fax: _____

Address: 1119 SUMMER LAKES DRIVE City: ORLANDO State: FL Zip: 32835

Secondary Contact: RICHARD RAMSIT Phone#: 321.239.3691

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

Event Participants: 30 Expected Attendance: 3000 # of Vehicles: (NOT SURE)

Are you planning on having food? ☒ Yes ☐ No Type of food: INTERNATIONAL CUISINE

Are you planning on selling food? ☒ Yes ☐ No Will you have an admission fee: ☒ Yes ☐ No If yes, how much: \$10-12

Do you intend to set up tents? ☒ Yes ☐ No If yes, then how big, how many and where? 10X10
A special tent permit may be required

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

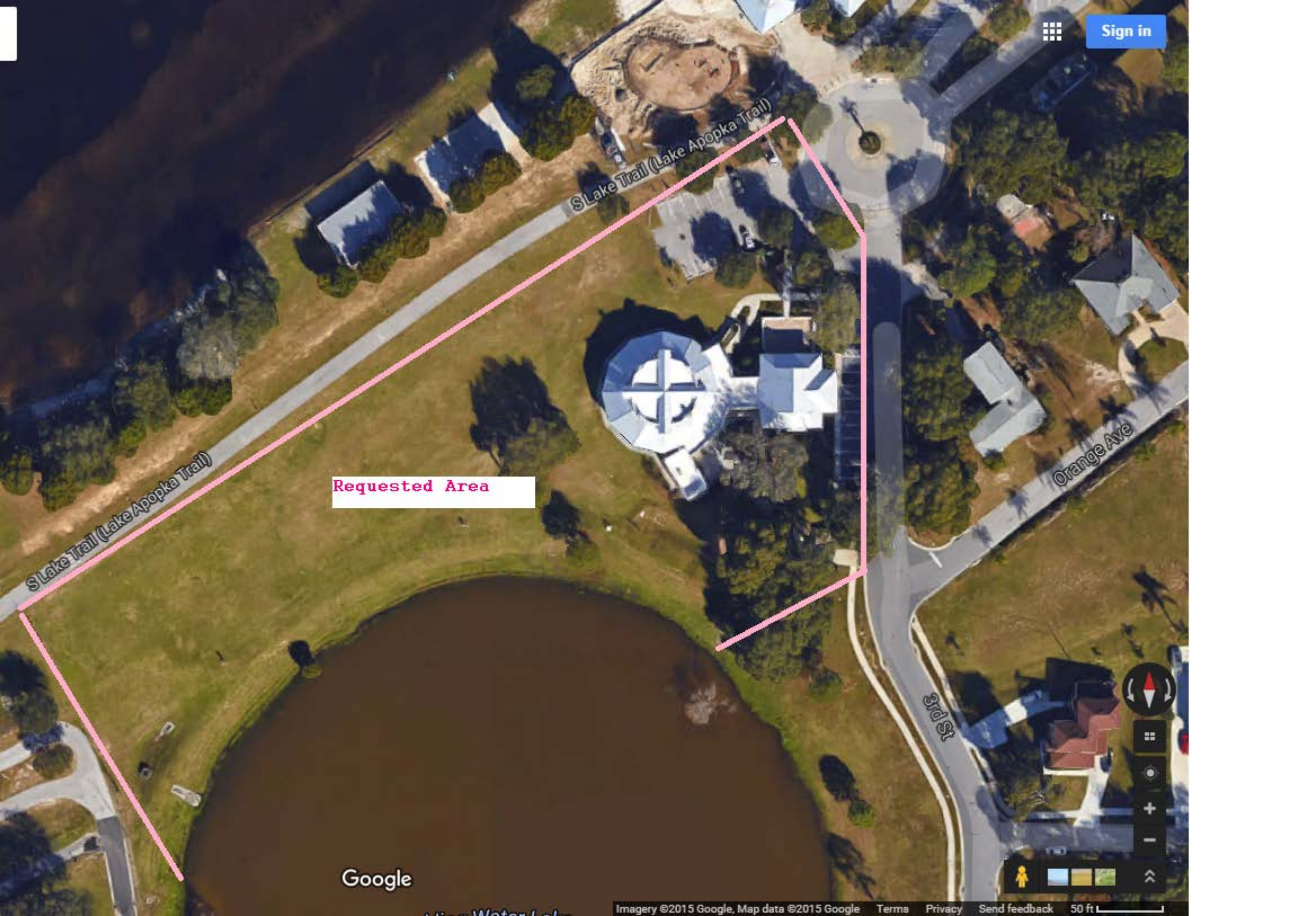
I understand and agree that I am responsible for any vandalism or damage to the buildings and/or fixtures during my rental dates. As assurance of such responsibility I am posting the required deposit, which will be returned to me after the completion of my scheduled event, providing that the rental facilities,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

[Signature]
Applicant Signature

9/28/15
Date

Rules received and read (initial): m

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



Sign in

S Lake Trail (Lake Apopka Trail)

S Lake Trail (Lake Apopka Trail)

Requested Area

Orange Ave

3rd St

Google



CITY OF CLERMONT Alcohol Request Form

Date of Application: 12.1.15 Name of Event: Taste of the World
Date (s) of Event: March 26th 2016 Location of Event: WaterFront Park
Event Times: From: 11am am/pm To: 10pm am/pm
Name of Organization/Renter: Xclusive Caribbean Inc (501.3c)
Check Type of Organization: ☐ Not for Profit ☐ For Profit ☐ Commercial ☐ Individual ☐ Government
Contact Name: Richard Ramjit Email: nmsdj4@aol.com
Day Phone: () Cell Phone: (407) 766.1261
Address: 1119 Summer Lakes Drive City: Orlando State: FL Zip: 32835
Event Description: We will be doing charged admission event, with DJs, Live Bands and food vendors.
with fencing, and there will be police at each entrance. We have done this event at Lake Eola, and understand all policies.
What do you plan on serving? ☒ Beer ☒ Wine/Champagne (check all that apply) ☐ Other _____
What is your beverage containment area? Outside event attach diagram, Inside event list room/s: We will contain the whole area
with fencing, and there will be police at each entrance. We have events such as this at Lake Eola, and understand all policies.
Who is your licensed beverage caterer? We will be pulling all applicable non profit liquor permits with the city.

I declare that all information herein is true and complete to the best of my knowledge.
I understand that approval of this request is NOT a grant of a liquor license.

Richard Ramjit
Digitally signed by Richard Ramjit
DN: cn=Richard Ramjit, o, ou,
email=nmsdj4@aol.com, c=US
Date: 2015.09.29 13:26:31 -0500

Applicant Signature

December 1st 2015

Date

FOR CITY STAFF USE ONLY

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

- ☐ **GRANTED ALCOHOL BEVERAGES.** In order to receive an alcohol approval for your event, applicant must meet all requirements of the City of Clermont, County and State of Florida. A certificate of insurance is required.
- ☐ **GRANTED ALCOHOL BEVERAGES AS AMENDED:** _____
- ☐ **DENIED** for the following reason (s): _____

SIGNATURE

TITLE

DATE

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



City of Clermont - Alcohol Policy

This policy is to outline the rules and guidelines for any group or individual who is requesting to serve and consume alcohol within the City limits of Clermont. This will apply to any City of Clermont building, park, street, or premises for City approved functions.

Alcohol will only be allowed to be served by service personnel holding an appropriate State of Florida Food & Beverage License. Those using City of Clermont facilities must comply with all City, County and State of Florida laws and ordinances. An application with the request for permission to serve and consume alcohol must be submitted to the City of Clermont no later than 4 weeks in advance to the requested event. Proof of insurance must accompany this request. The request must include event name and date, name of facility/park/area requested, type of alcohol being served, hours it will be served and a plan for containment.

The City Manager will have the authority to approve or deny all applications requesting permission to serve alcohol in City Buildings or on City premises.

Alcohol Rules and Guidelines

1. Alcoholic beverage services must end at least 30 minutes prior to contracted end time for all events or 1 hour before building, facility or area event curfew time, whichever comes earlier.
2. The alcoholic beverages must be dispensed in accordance with the General Statutes of the State of Florida. All outside events must have clear plastic cups for consumption.
3. The applicant shall have general liability insurance with host liquor liability coverage endorsement or event liability insurance which shall provide coverage in the event of an incident resulting from the serving of alcohol beverages at the function. The City of Clermont shall be named as a co-insured in such policy. The minimum amount of coverage shall be \$1,000,000 aggregate per occurrence. The insurance shall be issued by a company acceptable to the City of Clermont.
4. The consumption of alcoholic beverages shall be in a controlled area and shall be specifically identified in the Facility Use Agreement. For all outside events an alcohol containment plan will be required. Alcohol will be strictly limited to designated approved areas including facilities, grounds or event areas.
5. Additional liability insurance may be required with the City of Clermont identified as co-insured. Determination will be made for this requirement prior to the issuance of the permit and is at the discretion of the City of Clermont based on the nature, character, time, size, history and location of the event.
6. A standard waiver of liability, hold harmless, and indemnification agreement, in a form acceptable to the City of Clermont, shall be executed by the applicant releasing the City of Clermont of any liability associated with the serving of alcoholic beverages on City of Clermont Property.

7. A Facility Use Agreement will be executed by and between the City of Clermont and the organization or private group which will be binding and failure to comply with the terms and conditions of the agreement may result in cancellation of the event, closing down the event or denial of future requests by the requesting party.
8. Host of the event shall be responsible for providing designated drivers or other means if deemed necessary.
9. It is the responsibility of the beverage servers and the event hosts to verify legal drinking ages of all guests.
10. Excess cleaning or maintenance as a result of alcohol use or otherwise will be billed accordingly through withholding the appropriate deposit and/or filing a claim as covered by the purchased insurance policy.
11. Renter is responsible for managing the safety and conduct of their guests; minors under the influence and rowdy guests may result in Police involvement.
12. No storing of alcohol is allowed prior to the permitted event and all alcohol must be cleared off the premise and taken away from the building, facility, or event area at the conclusion of the event.
13. Additional or required police officers may be required at renters cost.
14. No alcohol will be allowed during youth oriented events such as youth birthday parties, sweet 16, baby shower, etc.

**Failure to comply with all aspects of the alcohol policy
can result in Police action and the full loss of the rental deposit.**



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date														
Tuesday, December 8, 2015														
Agenda Item Name														
Ordinance No. 2015-71 <i>Final</i> <i>WaterBrooke Large-Scale Comprehensive Plan Amendment</i>														
Requested Action														
Move to approve Ordinance 2015-71.														
Staff Report														
The applicant, Mattamy Homes, is requesting adoption of a future land use change for its residential subdivision, WaterBrooke. The City Council approved the transmittal of this proposed Comprehensive Plan Amendment in October. The City annexed the property October 27, 2015 and approved a Conditional Use Permit for a Planned Unit Development. The proposed map amendment will change the future land use from Lake County's Urban Low Density to the City's Low Density Residential. Lake County's Urban Low Density allows up to 4 dwelling units per acre. The City's Low Density Residential allows up to 3 dwelling units per acre. The change in future land use would decrease the total number of units by 25 percent if the project was built out at full capacity in the City. The applicant is requesting 950 units on 540 acres, which equates to 1.76 units per acre. This number is well below the 3 dwelling units per acre allowable under the City's Low Density Residential future land use. A review by the Florida Department of Economic Opportunity (DEO) and the reviewing agencies is underway, and it is not anticipated that the proposed amendment will raise objections. The City is anticipating receiving DEO's Objections, Recommendations and Comments letter prior to the final public hearing Dec. 8. Staff recommends approval of the adoption of the large-scale comprehensive plan amendment to change the future land use from Lake County Urban Low Density to Low Density Residential in the City.														
Additional Analysis														
Fiscal Impact Summary														
Fiscal Impact	Fund Number and Description	Available Budget Amount												
Exhibits Attached (copies of original agreements)														
<table border="0"><tr><td>1.</td><td>Ordinance</td><td>CPA ORD 2014-71.doc</td></tr><tr><td>2.</td><td>Maps</td><td>WaterBrooke Maps.pdf</td></tr><tr><td>3.</td><td>Application</td><td>CPA application.pdf</td></tr><tr><td>4.</td><td>Legal ad</td><td>CPA Ad WaterBrooke.docx</td></tr></table>			1.	Ordinance	CPA ORD 2014-71.doc	2.	Maps	WaterBrooke Maps.pdf	3.	Application	CPA application.pdf	4.	Legal ad	CPA Ad WaterBrooke.docx
1.	Ordinance	CPA ORD 2014-71.doc												
2.	Maps	WaterBrooke Maps.pdf												
3.	Application	CPA application.pdf												
4.	Legal ad	CPA Ad WaterBrooke.docx												

CITY OF CLERMONT
ORDINANCE No. 2015-71

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on June 23, 2009, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

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

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

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

Section 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Future Land Use Map of the Comprehensive Plan of the City of Clermont is hereby amended by changing the following described property as shown:

LEGAL DESCRIPTION

Parcel 1:

The East 3/4 of the South 1/2 of Section 27, Township 22 South, Range 26 East;

AND

Parcel 2:

The North 1/2 of Section 34, Township 22 South, Range 26 East, less and except the west 1660 feet thereof;

CITY OF CLERMONT
ORDINANCE No. 2015-71

AND

Parcel 3:

U.S. Government Lot 1, less and except the north 660 feet of the west 660 feet, lying in Section 35, Township 22 South, Range 26 East;

AND

Parcel 4:

The NW 1/4 of the SW 1/4 of the NW 1/4 of Section 35, Township 22 South, Range 26 East;

AND

Parcel 5:

Begin 50.25 feet north of the southeast corner of the NW 1/4 of Section 35, Township 22 South, Range 26 East; thence run west 1305 feet; thence run south 8.3 feet; thence run west to the southwest corner of the NW 1/4 of said Section 35; thence north to the northwest corner of the south 1/2 of the SW 1/4 of the NW 1/4 of said Section 35; thence east to the northeast corner of the south 1/2 of the SE 1/4 of the NW 1/4; thence south to the point of beginning;

AND

Parcel 6:

That part of Section 27, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Begin at the Southeast corner of Lot 5, Pine Valley Industrial Park, according to the plat thereof, as recorded in Plat Book 29, Page 70, of the Public Records of Lake County, Florida; thence N00°55'27"E along the east line of said Lot 5, for a distance of 701.16 feet to the north line of the southwest 1/4 of the southwest 1/4 of said Section 27; thence S89°03'05"E along said north line, 16.98 feet to the west line of the east 3/4 of the south 1/2 of said Section 27; thence S00°24'50"W along said west line, 710.74 feet to the north line of the south 610.00 feet of the southwest 1/4 of the southwest 1/4 of said Section 27; thence departing said west line run N75°03'48"W, 39.92 feet to the south line of said Lot 5; thence S88°41'58"E along said south line, 15.41 feet to the point of beginning.

AND

Parcel 7:

That part of Lot 5, Pine Valley Industrial Park, according to the plat thereof, as recorded in Plat Book 29, Page 70, of the Public Records of Lake County, Florida, described as follows: Begin at the southeast corner of said Lot 5; thence N00°55'27"E along the east line of said Lot 5 for a distance of 696.49 feet; thence departing said east line run S53°23'08"W, 100.90 feet; thence S08°50'46"W, 57.13 feet; thence S33°38'56"W, 31.61

CITY OF CLERMONT
ORDINANCE No. 2015-71

feet; thence S04°49'02"E, 40.96 feet; thence S02°58'52"E, 93.11 feet; thence S08°48'35"W, 60.57 feet; thence S20°20'22"W, 82.37 feet; thence S05°30'28"W, 59.91 feet; thence S10°59'05"W, 70.76 feet; thence S18°19'44"E, 68.63 feet; thence S32°06'31"E, 46.35 feet; thence S44°29'07"E, 31.79 feet; thence S61°25'49"E, 40.03 feet; thence S75°03'48"E, 26.77 feet to the south line of said Lot 5; thence S88°41'58"E along said south line, 15.41 feet to the Point of Beginning.

Easement Parcel A:

Together with an easement for ingress and egress to State Road 50 over the entire stretch of asphalt road the center line of which begins 174.60 feet west of the northeast corner of the SW 1/4 of the NE 1/4 of Section 27, Township 22 South, Range 26 East, and run south 0°10' west through the entire SW 1/4 of the NE 1/4 of Section 27, which easement shall be 60 feet in width;

LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

The east 150.00 feet of the following described property (Magnolia Bay Boulevard according to the plat thereof, as recorded in Plat Book 34, Pages 47 through 49, of the Public Records of Lake County, Florida):

Begin at an iron rod and cap marked "RLS 4264" at the southeast corner of the north 660.00 feet of the west 660.00 feet of Government Lot 1, Section 35, Township 22 South, Range 26 East, Lake County, Florida; thence run N88°47'56"W along the south line of said north 660.00 feet of the west 660.00 feet of Government Lot 1 for a distance of 545.00 feet; thence run S01°12'04"W for a distance of 124.51 feet to the northerly right of way line of Hartle Road; thence run N80°06'21"E along said northerly right of way line for a distance of 433.09 feet to the beginning of a tangent curve concave to the northwest and having a radius of 467.00 feet; thence run northeasterly along the arc of said curve for a distance of 121.09 feet through a central angle of 14°51'22" to the end of said curve; thence run N65°14'58"E along said northerly right of way line for a distance of 6.13 feet to a point on the east line of said west 660.00 feet of Government Lot 1; thence leaving said northerly right of way line run N00°29'39"W along aid east line for a distance of 0.12 feet to the point of beginning;

AND FURTHER LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

A strip of land for road right of way purposes 66.00 feet wide lying in Section 35, Township 22 South, Range 26 East, Lake County, Florida, the centerline of which is described as follows:

Commencing at the northwest corner of Section 35, Township 22 South, Range 26 East, run S00°30'48"E along west line of the northwest 1/4 of said Section 35, for a distance of 1856.75 feet to the northwest corner of the south 1/2 of the southwest 1/4 of the northwest 1/4 of said Section 35; thence leaving said west line run S88°23'30"E along the north line of the south 1/2 of the southwest 1/4 of the northwest 1/4 and the north line of the south 1/2 of the southeast 1/4 of the northwest 1/4 of said Section 35, for a distance of 1531.02 feet to the point of beginning; thence leaving said north line run S00°00'09"E for a distance of 298.67 feet to a point designated as point A; thence run S89°59'51"W for a

CITY OF CLERMONT
ORDINANCE No. 2015-71

distance of 58.00 feet to a point of termination A of this centerline; begin again at aforesaid point A; thence run N89°59'51"E for a distance of 573.66 feet to a point on a tangent curve concave to the northwest and having a radius of 2000.00 feet; thence run northeasterly along the arc of said curve for a distance of 345.29 feet, through a central angle of 09°53'30" to the end of said curve; thence run N80°06'21"E for a distance of 753.88 feet to a point on a tangent curve concave to the northwest and having a radius of 500.00 feet; thence run northeasterly along the arc of said curve for a distance of 129.64 feet, through a central angle of 14°51'22" to the end of said curve; thence run N65°14'59"E for a distance of 252.91 feet to a point on a tangent curve concave to the southwest and having a radius of 350.00 feet; thence run easterly along the arc of said curve for a distance of 431.07 feet, through a central curve (sic) of 70°34'02" to the end of said curve; thence run S44°11'00"E for a distance of 169.91 feet to a point on a tangent curve concave to the northeast and having a radius of 250.00 feet; thence run southeasterly along the arc of said curve for a distance of 276.31 feet, through a central angle of 63°19'35" to the end of said curve; thence run N72°29'25"E for a distance of 514.79 feet to a point on a tangent curve concave to the southeast and having a radius of 750.00 feet; thence run northeasterly along the arc of said curve for a distance of 240.51 feet through a central angle of 18°22'24" to the end of said curve; thence run S89°08'11"E for a distance of 203.12 feet to the east line of Government Lot 1, said Section 35 and the point of termination B of the aforesaid centerline.

AND FURTHER LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

That part of Section 35, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at the west 1/4 corner of said Section 35, said corner marked by a 4"x4" concrete monument (no identification) (Certified Corner Record No. 38693); thence S88°00'40"E along the east-west center of section line of said Section 35, a distance of 857.52 feet to the point of beginning; thence continue along said center of section line S88°00'40"E, a distance of 481.86 feet to a point on the east line of the platted portion of Postal Colony Company, as recorded in Plat Book 9, Page 65, of the Public Records of Lake County, Florida, said point lying N88°00'40"W, a distance of 3891.93 feet from the East 1/4 corner of said Section 35, said east 1/4 corner being marked by a 3" diameter iron pipe (no identification) (Certified Corner Record No. 38386); thence departing said center of section line, run N00°07'48"W along said east line, a distance of 12.98 feet to the northeast corner of said platted portion of Postal Colony Company; thence departing said east line, run N89°33'17"W along the north line of said Postal Colony Company, a distance of 481.55 feet to the point of beginning. Alternate Keys 1095972, 3882911, 1095964, and 2717874

Containing 540.223 acres more or less (excluding that portion of Johns Lake south of Island Blvd. lying waterward of the Safe Upland Line (elevation 98.0 NGVD 29).

**CHANGE IN FUTURE LAND USE CLASSIFICATION
FROM LAKE COUNTY – URBAN LOW DENSITY
TO CITY OF CLERMONT LOW DENSITY RESIDENTIAL**

CITY OF CLERMONT
ORDINANCE No. 2015-71

Section 2.

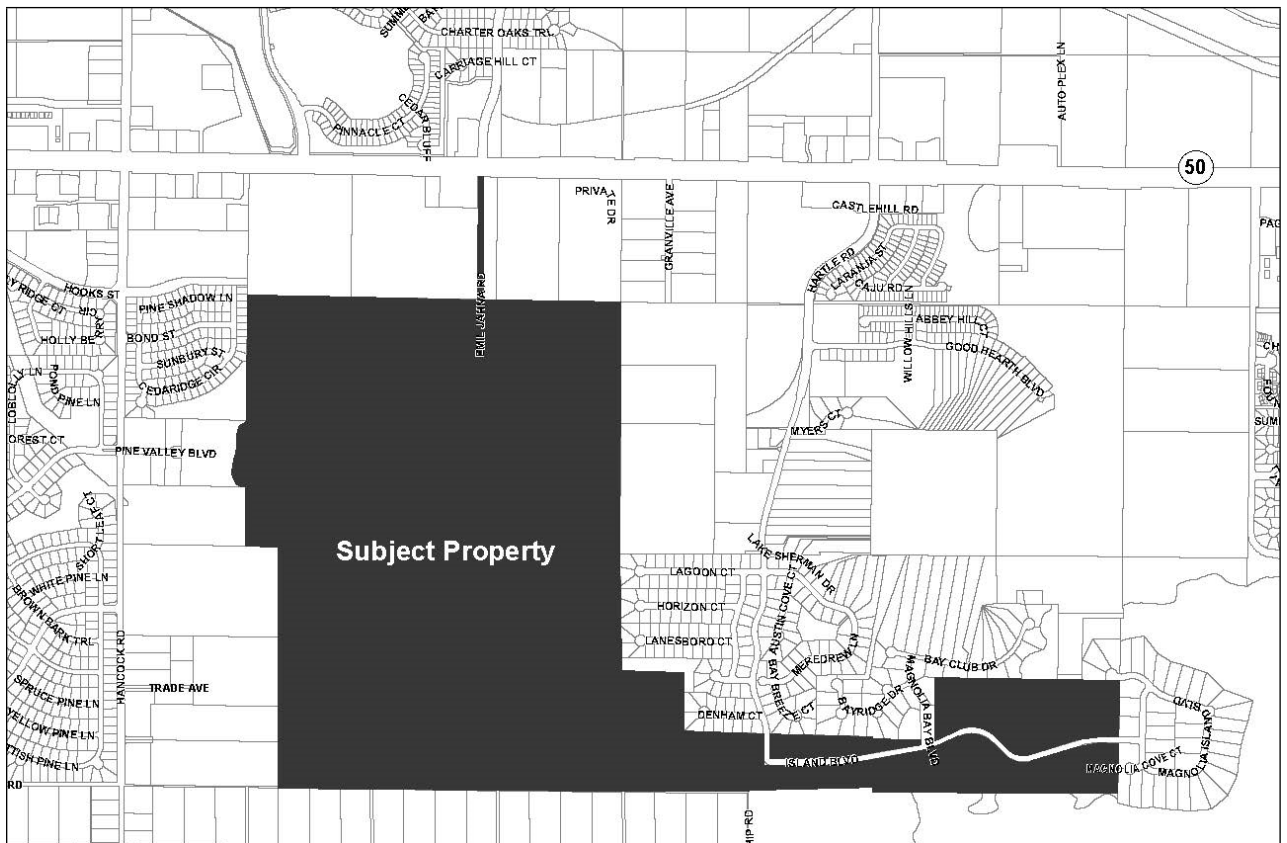
If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of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

Section 3.

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

Section 4.

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



CITY OF CLERMONT
ORDINANCE No. 2015-71

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 8th day of December, 2015.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map WaterBrooke

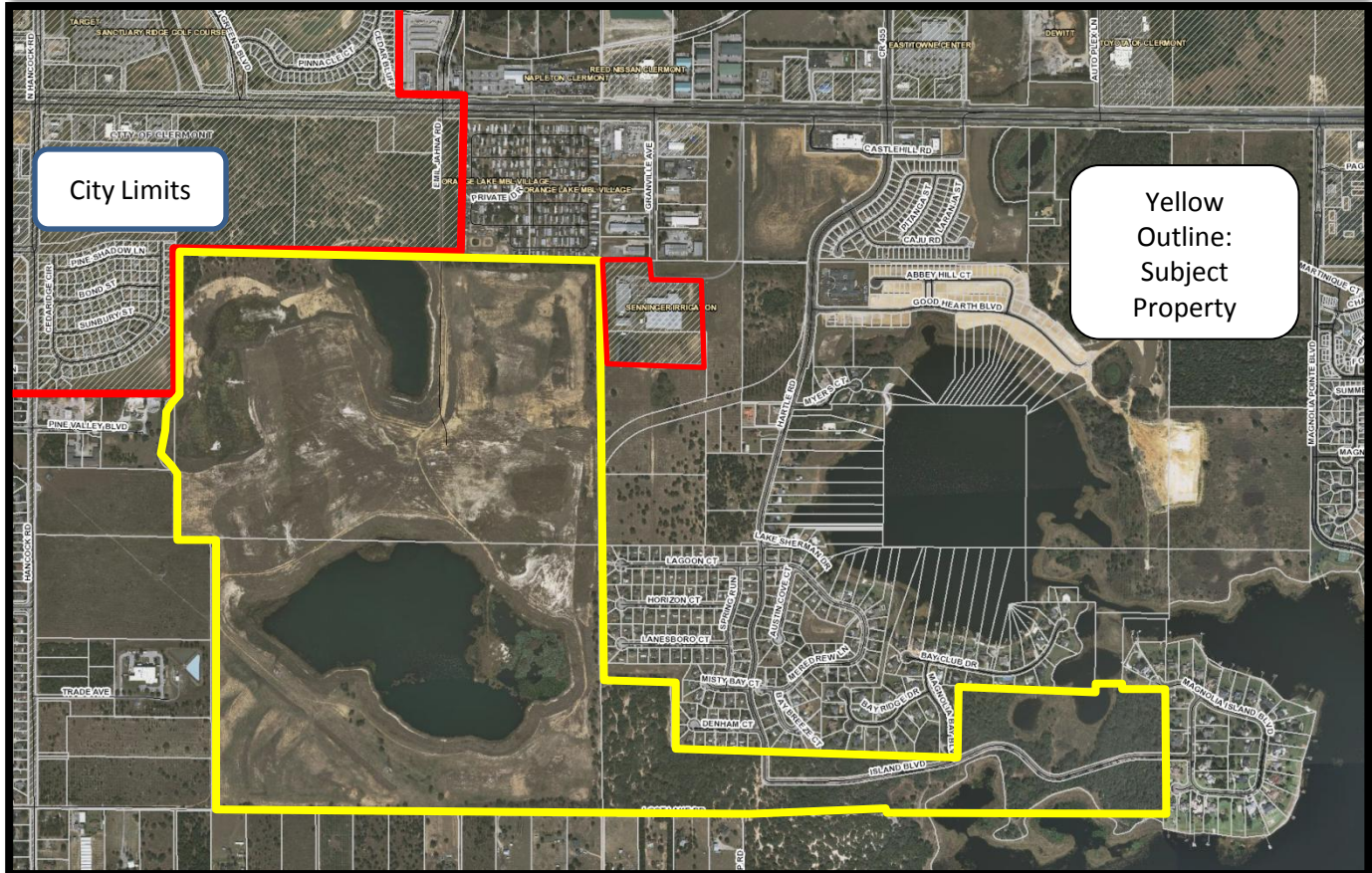
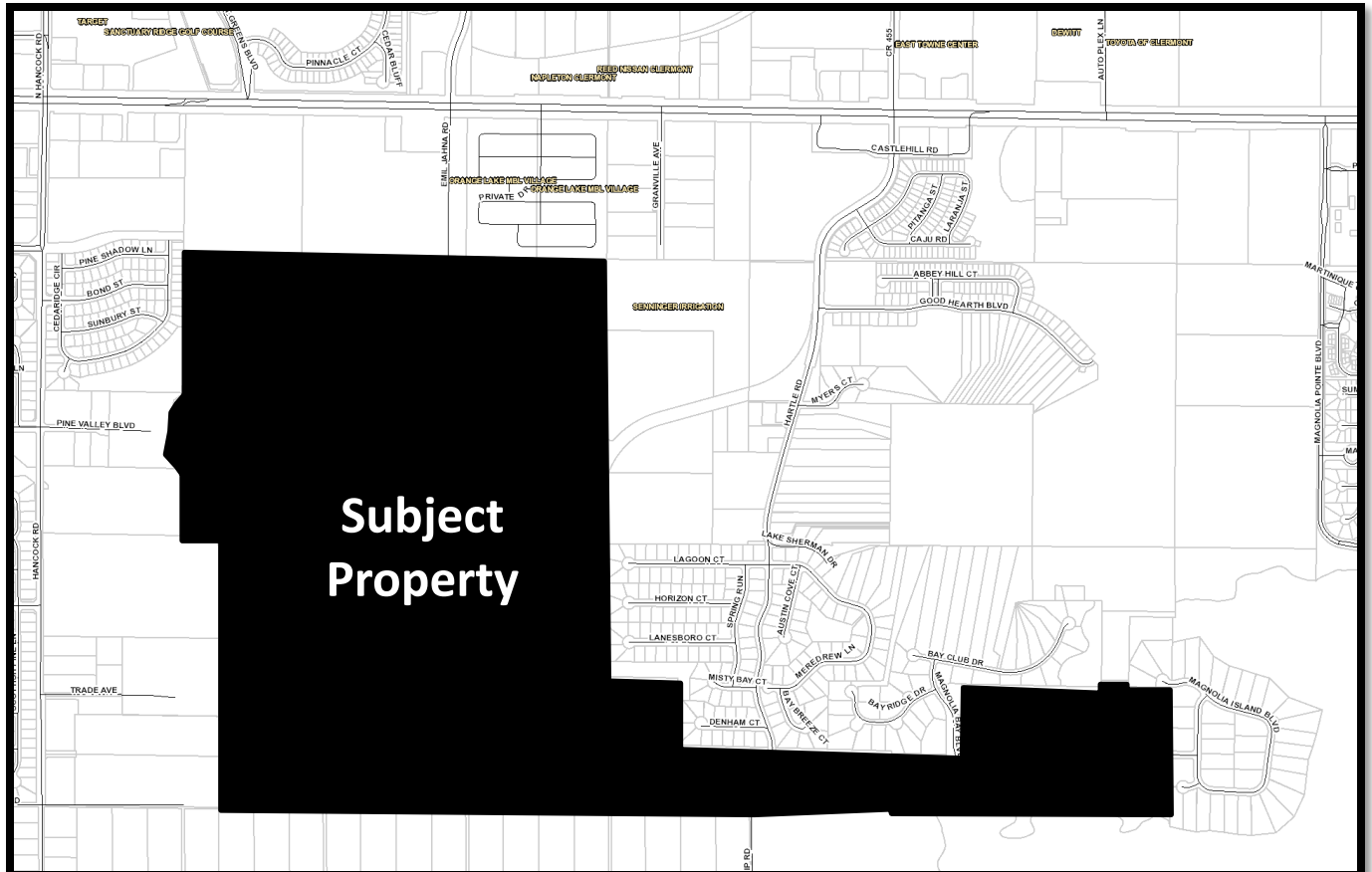
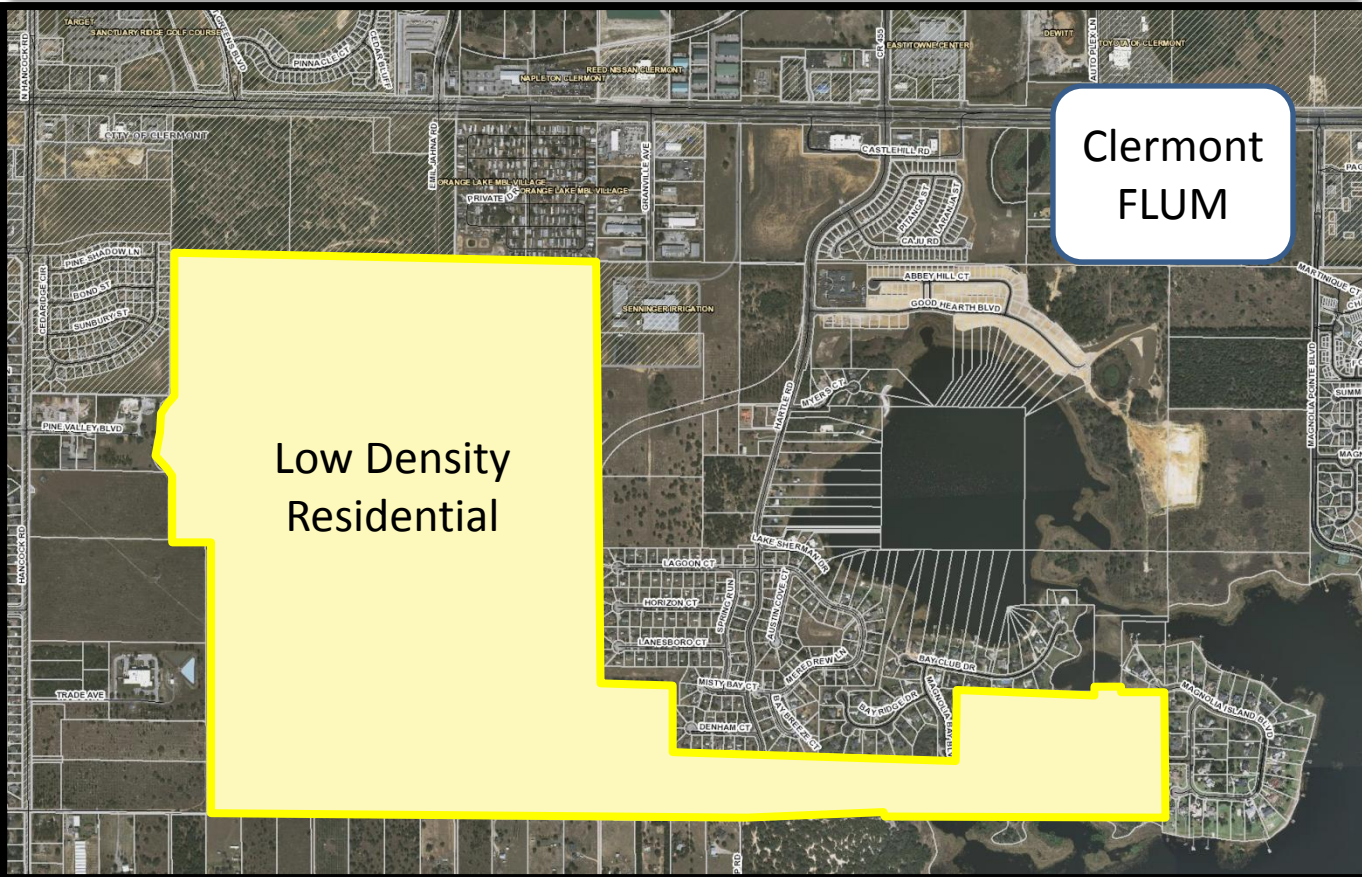
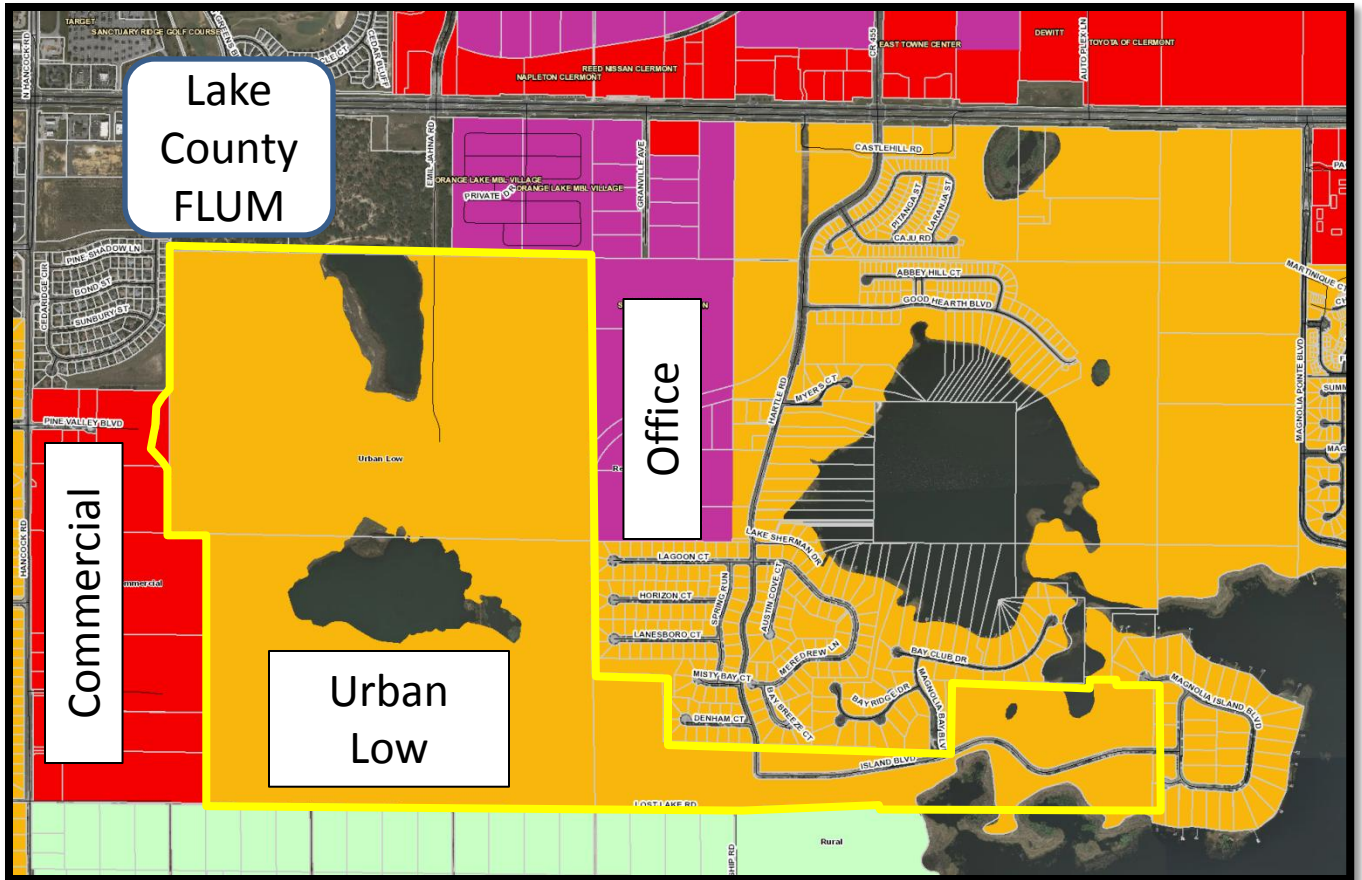


Exhibit – Future Land Use Map WaterBrooke





CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: 6/12/15

FEE: \$1500.00

Project Name (if applicable): WaterBrooke (f/k/a Jahna PUD)

Applicant: Mattamy Orlando LLC

Contact Person: Keith Trace

Address: 1900 Summit Tower Blvd., Suite 500

City: Orlando State: Florida Zip: 32810

Phone: 407-599-2228 Fax: 321-444-6565

E-Mail: Keith.Trace@mattamyhomes.com

OWNER: Mattamy Orlando LLC – Attn: Keith Trace

Address: 1900 Summit Tower Blvd., Suite 500

City: Orlando State: Florida Zip: 32810

Phone: 407-599-2228 Fax: 321-444-6565

E-Mail: Keith.Trace@mattamyhomes.com

General Location: South side of State Road 50 at Emil Jahna Road, east of Hancock Road, west of Hartle Road

Legal Description (include copy of survey): See attached

Property size (in acres or square feet): 540 +/- acres

Flood hazard area (yes) X and approx. acreage 124.5+/- (no) _____

Existing (Actual) Land Use: Reclaimed sand mine; vacant land

Existing Zoning: PUD (County)
CUP/PUD (City) requested under separate application)

Existing Future Land Use: Urban Low Density (County)

Proposed Future Land Use: Low Density Residential (City)

Type of development proposed: Planned residential development

02/02/2015



Proposed density (dwelling units/acre) or intensity:

1.65 dwelling units per gross acre

Proposed Zoning District: CUP/PUD

Summary of the proposed amendment content and effect that describes any changed conditions that would justify the proposed amendment, and why there is a need for the proposed amendment (use additional sheets if necessary).

Mattamy Homes owns approximately 540 acres adjacent to the City of Clermont. The property is now contiguous to the city limits which requires that the property be annexed to obtain utility services from Clermont. The Owner is therefore filing an Application for Annexation which will require that the City's Comprehensive Plan be amended to provide a Future Land Use. The Owner is also filing an Application for a Conditional Use Permit which will contain the same density and intensity as the existing Lake county approved PUD. The Owner is requesting a Future Land Use of Low Density Residential in the City which is consistent and compatible with the existing PUD which approved 894 units on the property.

The City of Clermont may require additional information to justify, clarify or explain the necessity of the requested Comprehensive Plan Amendment which may include the following:

- Information regarding the compatibility of the proposed land use amendment(s) with the Goals, Objectives and Policies of the Future Land Use Element and any other affected comprehensive plan elements.
- A description of how the proposed amendment(s) will result in an orderly and logical development pattern with existing and proposed land use(s) of the area.
- A description of the present availability of, and estimated demand on the following public facilities: potable water, sanitary sewer, transportation system and recreation, as appropriate.

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

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-0219
(352) 394-4083 Fax: (352) 394-3542

02/02/2015



APPLICANT'S AFFIDAVIT

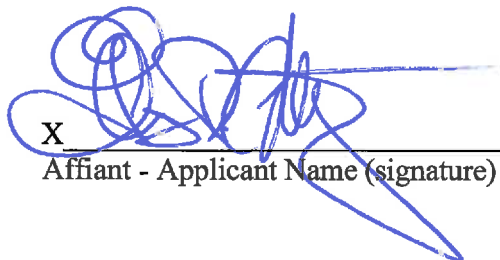
STATE OF FLORIDA

COUNTY OF LAKE:

Before me, the undersigned authority personally appeared Thomas McCarthy, Vice President of Mattamy Orlando LLC, who being
by me first duly sworn on oath, deposes and says:

1. That he (she) affirms and certifies that he (she) understands and will comply with all ordinances, regulations and policies of Lake County, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his knowledge and belief, and further, that this application and attachments shall become part of the official records of the City of Clermont, Florida, and are not returnable.
2. That he desires a Future Land Use Amendment from Urban Low Density (County) to Low Density Residential (City) for the property legally described on the attachment of this application.
3. That the submittal requirements for the application have been completed and attached hereto as part of the application.

Thomas McCarthy, Vice President
Mattamy Orlando LLC
Affiant - Applicant Name (print)

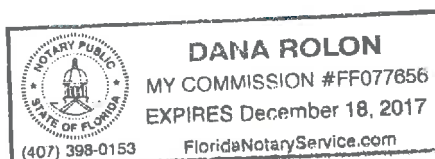
X 
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 10 day of June, 2015.

X 
Notary Public, State of Florida at Large

My Commission Expires: 12-18-17



02/02/2015



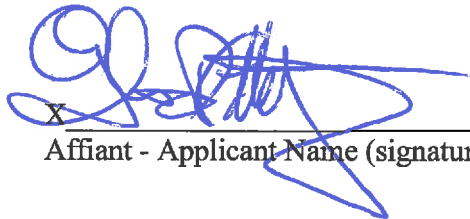
OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared Thomas McCarthy, Vice President of Mattamy Orlando LLC, who being by me first duly sworn on oath, deposes and says:

1. That he is the fee-simple owner of the property legally described on the attachment of this application.
2. That he desires a Future Land Use Amendment from Urban Low Density (County) to Low Density Residential (City) for the property legally described on the attachment of this application.
3. That the owner of said property has appointed to act as agent on his 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.

Thomas McCarthy, Vice President
Mattamy Orlando LLC
Affiant - Applicant Name (print)

X 
Affiant - Applicant Name (signature)

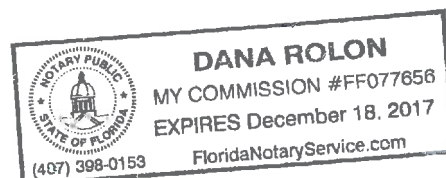
SWORN to and SUBSCRIBED before me by

or personally known by me this 10 day of June, 2015.

X 

Notary Public, State of Florida at Large

My Commission Expires: 12-18-17



02/02/2015

INSTRUMENT#: 2015063184 OR BK 4637 PG 795 PAGES: 6 6/11/2015 3:38:57 PM
NEIL KELLY, LAKE COUNTY CLERK OF THE CIRCUIT COURT
REC FEES: \$52.50 DEED DOC:\$117985.00

This Instrument was Prepared by
and Should be Returned to:

Grant T. Downing
Godbold, Downing & Bill, P.A.
222 W. Comstock Avenue, Suite 101
Winter Park, Florida 32789

Parcel ID# 2722260003-000-00500; 3422260001-000-00100; 3522260001-000-00600; and 2722260500-000-00501

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

WARRANTY DEED

THIS WARRANTY DEED is made and entered into as of this 5TH day of JUNE, 2015, by **NOLA LAND COMPANY, INC.**, a Florida corporation, whose address is 202 E. Stuart Avenue, Lake Wales, Florida 33853 (hereinafter called the "Grantor"), to **MATTAMY ORLANDO LLC**, a Delaware limited liability company, whose address is 1900 Summit Tower Boulevard, Suite 500, Orlando, Florida 32820 (hereinafter called the "Grantee").

WITNESSETH:

The Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Lake County, Florida (the "Property"), described as follows:

See Exhibit "A" attached hereto and incorporated herein.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with the Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except real property taxes accruing subsequent to December 31, 2014, and easements, restrictions and reservations of record, if any; however, this reference thereto shall not serve to reimpose same.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal as of the day and year first written above.

Signed, sealed and delivered
in the presence of:

NOLA LAND COMPANY, INC., a Florida
corporation

Deborah Partlow
Print Name: Deborah Partlow

C. B. MYERS III
Print Name: C. B. MYERS III

By: [Signature]
Print Name: Allen J. Keesler, Jr.
Its: President/CEO

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 5TH day of JUNE, 2015, by ALLEN J. KEESLER, JR., as PRESIDENT/CEO of Nola Land Company, Inc., a Florida corporation, who [X] is personally known to me, or [] has produced _____ for identification.

(SEAL)

Deborah Partlow
Notary Signature

DEBORAH PARTLOW
Notary Public, State of Florida
My Comm. Expires Mar. 8, 2018
Commission No. FF 88384

Exhibit "A"**Parcel 1**

The East 3/4 of the South 1/2 of Section 27, Township 22 South, Range 26 East;

and

Parcel 2

The North 1/2 of Section 34, Township 22 South, Range 26 East, LESS AND EXCEPT the West 1660 feet thereof;

and

Parcel 3

U.S. Government Lot 1, LESS AND EXCEPT the North 660 feet of the West 660 feet, lying in Section 35, Township 22 South, Range 26 East;

and

Parcel 4

The NW 1/4 of the SW 1/4 of the NW 1/4 of Section 35, Township 22 South, Range 26 East;

and

Parcel 5

Begin 50.25 feet North of the Southeast corner of the NW 1/4 of Section 35, Township 22 South, Range 26 East; thence run West 1305 feet; thence run South 8.3 feet; thence run West to the Southwest corner of the NW 1/4 of said Section 35; thence North to the Northwest corner of the South 1/2 of the SW 1/4 of the NW 1/4 of said Section 35; thence East to the Northeast corner of the South 1/2 of the SE 1/4 of the NW 1/4; thence South to the Point of Beginning;

and

Parcel 6

That part of Section 27, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

BEGIN at the Southeast corner of Lot 5, PINE VALLEY INDUSTRIAL PARK, according to the plat thereof, as recorded in Plat Book 29, Page 70, of the Public Records of Lake County, Florida; thence North 00°55'27" East along the East line of said Lot 5, for a distance of 701.16 feet to the North line of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence South 89°03'05" East along said North line, 16.98 feet to the West line of the East 3/4 of the South 1/2

of said Section 27; thence South 00°24'50" West along said West line, 710.74 feet to the North line of the South 610.00 feet of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence departing said West line run North 75°03'48" West, 39.92 feet to the South line of said Lot 5; thence South 88°41'58" East along said South line, 15.41 feet to the Point of Beginning.

and

Parcel 7

That part of Lot 5, PINE VALLEY INDUSTRIAL PARK, according to the plat thereof, as recorded in Plat Book 29, Page 70, of the Public Records of Lake County, Florida, described as follows:

BEGIN at the Southeast corner of said Lot 5; thence North 00°55'27" East along the East line of said Lot 5 for a distance of 696.49 feet; thence departing said East line run South 53°23'08" West, 100.90 feet; thence South 08°50'46" West, 57.13 feet; thence South 33°38'56" West, 31.61 feet; thence South 04°49'02" East, 40.96 feet; thence South 02°58'52" East, 93.11 feet; thence South 08°48'35" West, 60.57 feet; thence South 20°20'22" West, 82.37 feet; thence South 05°30'28" West, 59.91 feet; thence South 10°59'05" West, 70.76 feet; thence South 18°19'44" East, 68.63 feet; thence South 32°06'31" East, 46.35 feet; thence South 44°29'07" East, 31.79 feet; thence South 61°25'49" East, 40.03 feet; thence South 75°03'48" East, 26.77 feet to the South line of said Lot 5; thence South 88°41'58" East along said South line, 15.41 feet to the POINT OF BEGINNING.

Easement Parcel A:

TOGETHER WITH an easement for ingress and egress to State Road 50 over the entire stretch of asphalt road the centerline of which begins 174.60 feet West of the Northeast corner of the SW 1/4 of the NE 1/4 of Section 27, Township 22 South, Range 26 East, and run South 0°10' West through the entire SW 1/4 of the NE 1/4 of Section 27, which easement shall be 60 feet in width;

ALL OF THE ABOVE LYING AND BEING IN LAKE COUNTY, FLORIDA.

LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

The East 150.00 feet of the following described property (Magnolia Bay Boulevard according to the plat thereof, as recorded in Plat Book 34, Pages 47 through 49, of the Public Records of Lake County, Florida): BEGIN at an iron rod and cap marked "RLS 4264" at the Southeast corner of the North 660.00 feet of the West 660.00 feet of Government Lot 1, Section 35, Township 22 South, Range 26 East, Lake County, Florida; thence run North 88°47'56" West along the South line of said North 660.00 feet of the West 660.00 feet of Government Lot 1 for a distance of 545.00 feet; thence run South 01°12'04" West for a distance of 124.51 feet to the Northerly right of way line of Hartle Road; thence run North 80°06'21" East along said Northerly right of way line for a distance of 433.09 feet to the beginning of a tangent curve concave to the Northwest and having a radius of 467.00 feet; thence run Northeasterly along the arc of said curve for a distance of 121.09 feet through a central angle of 14°51'22" to the end of said curve; thence run

North 65°14'58" East along said Northerly right of way line for a distance of 6.13 feet to a point on the East line of said West 660.00 feet of Government Lot 1; thence leaving said Northerly right of way line run North 00°29'39" West along said East line for a distance of 0.12 feet to the Point of Beginning.

AND FURTHER LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

A strip of land for road right of way purposes 66.00 feet wide lying in Section 35, Township 22 South, Range 26 East, Lake County, Florida, the centerline of which is described as follows:

Commencing at the Northwest corner of Section 35, Township 22 South, Range 26 East, run South 00°30'48" East along West line of the Northwest 1/4 of said Section 35, for a distance of 1856.75 feet to the Northwest corner of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of said Section 35; thence leaving said West line run South 88°23'30" East along the North line of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 and the North line of the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Section 35, for a distance of 1531.02 feet to the POINT OF BEGINNING; thence leaving said North line run South 00°00'09" East for a distance of 298.67 feet to a point designated as POINT A; thence run South 89°59'51" West for a distance of 58.00 feet to a POINT OF TERMINATION A of this centerline; BEGIN again at aforesaid POINT A; thence run North 89°59'51" East for a distance of 573.66 feet to a point on a tangent curve concave to the Northwest and having a radius of 2000.00 feet; thence run Northeasterly along the arc of said curve for a distance of 345.29 feet, through a central angle of 09°53'30" to the end of said curve; thence run North 80°06'21" East for a distance of 753.88 feet to a point on a tangent curve concave to the Northwest and having a radius of 500.00 feet; thence run Northeasterly along the arc of said curve for a distance of 129.64 feet, through a central angle of 14°51'22" to the end of said curve; thence run North 65°14'59" East for a distance of 252.91 feet to a point on a tangent curve concave to the Southwest and having a radius of 350.00 feet; thence run Easterly along the arc of said curve for a distance of 431.07 feet, through a central curve (sic) of 70°34'02" to the end of said curve; thence run South 44°11'00" East for a distance of 169.91 feet to a point on tangent curve concave to the Northeast and having a radius of 250.00 feet; thence run Southeasterly along the arc of said curve for a distance of 276.31 feet, through a central angle of 63°19'35" to the end of said curve; thence run North 72°29'25" East for a distance of 514.79 feet to a point on a tangent curve concave to the Southeast and having a radius of 750.00 feet; thence run Northeasterly along the arc of said curve for a distance of 240.51 feet through a central angle of 18°22'24" to the end of said curve; thence run South 89°08'11" East for a distance of 203.12 feet to the East line of Government Lot 1, said Section 35 and the POINT OF TERMINATION B of the aforesaid centerline.

Excluding that portion of Johns Lake South of Island Blvd. lying waterward of the Safe Upland Line (elevation 98.0 NGVD 29).

AND FURTHER LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

That part of Section 35, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at the West 1/4 corner of said Section 35, said corner marked by a 4"X4" concrete

monument (no identification) (Certified Corner Record No. 38693); thence South 88°00'40" East along the East-West center of section line of said Section 35, a distance of 857.52 feet to the POINT OF BEGINNING; thence continue along said center of section line South 88°00'40" East, a distance of 481.86 feet to a point on the East line of the platted portion of POSTAL COLONY COMPANY, as recorded in Plat Book 9, Page 65, of the Public Records of Lake County, Florida, said point lying North 88°00'40" West, a distance of 3891.93 feet from the East 1/4 corner of said Section 35, said East 1/4 corner being marked by a 3" diameter iron pipe (no identification) (Certified Corner Record No. 38386); thence departing said center of section line, run North 00°07'48" West along said East line, a distance of 12.98 feet to the Northeast corner of said platted portion of POSTAL COLONY COMPANY; thence departing said East line, run North 89°33'17" West along the North line of said POSTAL COLONY COMPANY, a distance of 481.55 feet to the Point of Beginning.

MATTAMY ORLANDO LLC
(Revised 10-14-14 to exclude Postal Colony overlap)

DESCRIPTION (FURNISHED BY CLIENT):

Parcel 1:

The East 3/4 of the South 1/2 of Section 27, Township 22 South, Range 26 East;

AND

Parcel 2:

The North 1/2 of Section 34, Township 22 South, Range 26 East, LESS AND EXCEPT the West 1660 feet thereof;

AND

Parcel 3:

U.S. Government Lot 1, LESS AND EXCEPT the North 660 feet of the West 660 feet, lying in Section 35, Township 22 South, Range 26 East;

AND

Parcel 4:

The NW 1/4 of the SW 1/4 of the NW 1/4 of Section 35, Township 22 South, Range 26 East;

AND

Parcel 5:

Begin 50.25 feet North of the Southeast corner of the NW 1/4 of Section 35, Township 22 South, Range 26 East; thence run West 1305 feet; thence run South 8.3 feet; thence run West to the Southwest corner of the NW 1/4 of said Section 35; thence North to the Northwest corner of the South 1/2 of the SW 1/4 of the NW 1/4 of said Section 35; thence East to the Northeast corner of the South 1/2 of the SE 1/4 of the NW 1/4; thence South to the Point of Beginning;

AND

Parcel 6:

That part of Section 27, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

BEGIN at the Southeast corner of Lot 5, PINE VALLEY INDUSTRIAL PARK, according to the plat thereof, as recorded in Plat Book 29, Page 70, of the Public Records of Lake County, Florida; thence N00°55'27"E along the East line of said Lot 5, for a distance of 701.16 feet to the North line of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence S89°03'05"E along said North line, 16.98 feet to the West line of the East 3/4 of the South 1/2 of said Section 27; thence S00°24'50"W along said West line, 710.74 feet to the North line of the South 610.00 feet of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence departing said West line run N75°03'48"W, 39.92 feet to the South line of said Lot 5; thence S88°41'58"E along said South line, 15.41 feet to the POINT OF BEGINNING.

AND

Parcel 7:

That part of Lot 5, PINE VALLEY INDUSTRIAL PARK, according to the plat thereof, as recorded in Plat Book 29, Page 70, of the Public Records of Lake County, Florida, described as follows:

BEGIN at the Southeast corner of said Lot 5; thence N00°55'27"E along the East line of said Lot 5 for a distance of 696.49 feet; thence departing said East line run S53°23'08"W, 100.90 feet; thence S08°50'46"W, 57.13 feet; thence S33°38'56"W, 31.61 feet; thence S04°49'02"E, 40.96 feet; thence S02°58'52"E, 93.11 feet; thence S08°48'35"W, 60.57 feet; thence S20°20'22"W, 82.37 feet; thence S05°30'28"W, 59.91 feet; thence S10°59'05"W, 70.76 feet; thence S18°19'44"E, 68.63 feet; thence S32°06'31"E, 46.35 feet; thence S44°29'07"E, 31.79 feet; thence S61°25'49"E, 40.03 feet; thence S75°03'48"E, 26.77 feet to the South line of said Lot 5; thence S88°41'58"E along said South line, 15.41 feet to the POINT OF BEGINNING.

Easement Parcel A:

TOGETHER WITH an easement for ingress and egress to State Road 50 over the entire stretch of asphalt road the center line of which begins 174.60 feet West of the Northeast corner of the SW 1/4 of the NE 1/4 of Section 27, Township 22 South, Range 26 East, and run South 0°10' West through the entire SW 1/4 of the NE 1/4 of Section 27, which easement shall be 60 feet in width;

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The East 150.00 feet of the following described property (Magnolia Bay Boulevard according to the plat thereof, as recorded in Plat Book 34, Pages 47 through 49, of the Public Records of Lake County, Florida):

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A strip of land for road right of way purposes 66.00 feet wide lying in Section 35, Township 22 South, Range 26 East, Lake County, Florida, the centerline of which is described as follows:

Commencing at the Northwest corner of Section 35, Township 22 South, Range 26 East, run S00°30'48"E along West line of the Northwest 1/4 of said Section 35, for a distance of 1856.75 feet to the Northwest corner of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of said Section 35; thence leaving said West line run S88°23'30"E along the North line of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 and the North line of the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Section 35, for a distance of 1531.02 feet to the POINT OF

BEGINNING; thence leaving said North line run S00°00'09"E for a distance of 298.67 feet to a point designated as POINT A; thence run S89°59'51"W for a distance of 58.00 feet to a POINT OF TERMINATION A of this centerline; BEGIN again at aforesaid POINT A; thence run N89°59'51"E for a distance of 573.66 feet to a point on a tangent curve concave to the Northwest and having a radius of 2000.00 feet; thence run Northeasterly along the arc of said curve for a distance of 345.29 feet, through a central angle of 09°53'30" to the end of said curve; thence run N80°06'21"E for a distance of 753.88 feet to a point on a tangent curve concave to the Northwest and having a radius of 500.00 feet; thence run Northeasterly along the arc of said curve for a distance of 129.64 feet, through a central angle of 14°51'22" to the end of said curve; thence run N65°14'59"E for a distance of 252.91 feet to a point on a tangent curve concave to the Southwest and having a radius of 350.00 feet; thence run Easterly along the arc of said curve for a distance of 431.07 feet, through a central curve (sic) of 70°34'02" to the end of said curve; thence run S44°11'00"E for a distance of 169.91 feet to a point on a tangent curve concave to the Northeast and having a radius of 250.00 feet; thence run Southeasterly along the arc of said curve for a distance of 276.31 feet, through a central angle of 63°19'35" to the end of said curve; thence run N72°29'25"E for a distance of 514.79 feet to a point on a tangent curve concave to the Southeast and having a radius of 750.00 feet; thence run Northeasterly along the arc of said curve for a distance of 240.51 feet through a central angle of 18°22'24" to the end of said curve; thence run S89°08'11"E for a distance of 203.12 feet to the East line of Government Lot 1, said Section 35 and the POINT OF TERMINATION B of the aforesaid centerline.

AND FURTHER LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

That part of Section 35, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at the West 1/4 corner of said Section 35, said corner marked by a 4"x4" concrete monument (no identification) (Certified Corner Record No. 38693); thence S88°00'40"E along the East-West center of section line of said Section 35, a distance of 857.52 feet to the POINT OF BEGINNING; thence continue along said center of section line S88°00'40"E, a distance of 481.86 feet to a point on the East line of the platted portion of POSTAL COLONY COMPANY, as recorded in Plat Book 9, Page 65, of the Public Records of Lake County, Florida, said point lying N88°00'40"W, a distance of 3891.93 feet from the East 1/4 corner of said Section 35, said East 1/4 corner being marked by a 3" diameter iron pipe (no identification) (Certified Corner Record No. 38386); thence departing said center of section line, run N00°07'48"W along said East line, a distance of 12.98 feet to the Northeast corner of said platted portion of POSTAL COLONY COMPANY; thence departing said East line, run N89°33'17"W along the North line of said POSTAL COLONY COMPANY, a distance of 481.55 feet to the POINT OF BEGINNING.

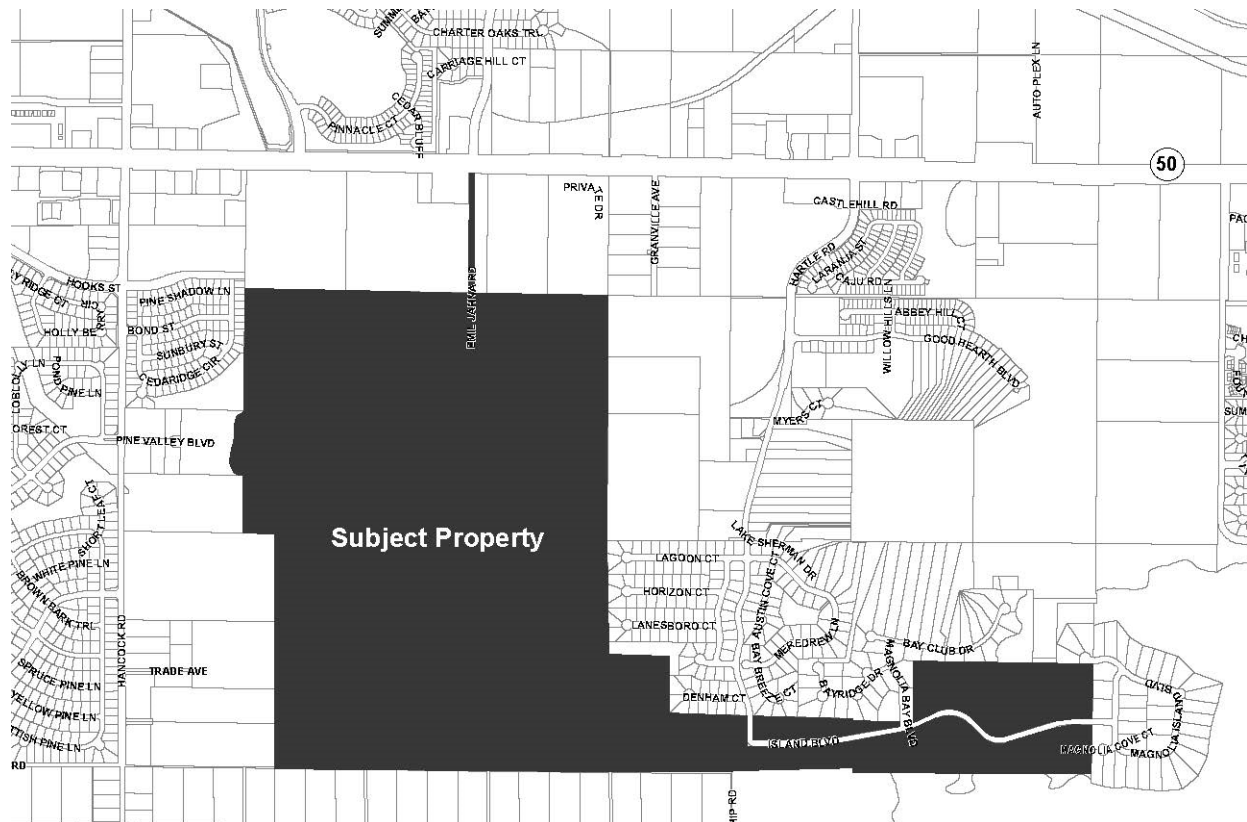
Containing 540.223 acres more or less (excluding that portion of Johns Lake south of Island Blvd. lying waterward of the Safe Upland Line (elevation 98.0 NGVD 29).

CITY OF CLERMONT

NOTICE OF PROPOSED AMENDMENT TO COMPREHENSIVE PLAN ORDINANCE NO. 2015-71

The City of Clermont will hold public hearings Tuesday, October 6, 2015 at 6:30 p.m. before the Planning and Zoning Commission and Tuesday, October 27, 2015 at 6:30 p.m. before the City Council to consider transmittal of a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the parcel below from Lake County Urban Low Density to Low Density Residential.

The City of Clermont will hold public hearings on Tuesday, December 8, 2015 (final reading of the ordinance) beginning at 6:30 p.m. before the City Council to consider the adoption of the proposed change to the City's Future Land Use Map.



***Location: South of S.R. 50, West of the Hartle Road, East of Hancock Road,
and North and South of Island Blvd
WaterBrooke (Jahna), 540 +/- acres
Alternate Keys 1095972, 3882911, 1095964, 2717874***

Ordinance #2015-71:

An ordinance of the City Council of the City of Clermont, Lake County, Florida, adopting the large-scale comprehensive plan amendment for the City of Clermont, Florida, pursuant to the Local Government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes; setting forth the authority for adoption of the large-scale comprehensive plan amendment; setting forth the purpose and intent of the large-scale comprehensive plan amendment; providing for

the adoption of the large-scale comprehensive plan amendment; establishing the legal status of the large-scale comprehensive plan amendment; providing a severability clause; and providing an effective date.

The public hearings are in the Council chambers of City Hall, 685 W. Montrose Street, and are open to public comment. Please call (352) 241-7302 if you have any questions.

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

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

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
September 25, 2015 & November 24, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 8, 2015		
Agenda Item Name		
Ordinance No. 2015-76 <i>Final CIE Amendment</i>		
Requested Action		
Move to approve Ordinance 2015-76.		
Staff Report		
Florida Statutes require annual updates to local governments' Capital Improvements Elements of their comprehensive plans. Enclosed is the supporting documentation for Ordinance No. 2015-76, adopting changes to the Capital Improvements Element of the Comprehensive Plan. Staff recommends approval. At the Planning & Zoning Commission meeting November 3, 2015, Commissioner Cuqui Whitehead moved to recommend approval of the Capital Improvements Element of the Comprehensive Plan; seconded by Commissioner Carlos Solis. The vote was unanimous to recommend approval.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	Ord. 2015-76 CIE Amendment.doc	
2. Capital Improvements Element	Final Draft CIE.docx	
3. P&Z minutes	P&Z minutes.pdf	
4. Legal ad	CIE Legal ad 10-2015, .doc	

CITY OF CLERMONT
ORDINANCE No. 2015-76

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 GOALS, OBJECTIVES AND POLICIES OF THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN; 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 November 3, 2015 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 November 10, 2015 and December 8, 2015 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 Capital Improvements Element is hereby amended as shown in Exhibit A.

CITY OF CLERMONT
ORDINANCE No. 2015-76

Section 2.

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

Section 3.

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

Section 4.

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

CITY OF CLERMONT
ORDINANCE No. 2015-76

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 8th day of December, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT
COMPREHENSIVE PLAN

CHAPTER XIII
CAPITAL IMPROVEMENTS ELEMENT

Adopted June 23, 2009

Amended Nov. 24, 2009

Amended Jan. 11, 2011

Amended Jan. 24, 2012

Amended Feb. 26, 2013

Amended May 27, 2014

Amended December 8, 2015

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CHAPTER XIII

CAPITAL IMPROVEMENTS

GOAL 1: Through the use of sound fiscal policies and the adoption of a financially feasible Five-Year Schedule of Capital Improvements, the City shall ensure the timely and efficient provision of public facilities for all existing and future development.

Objective 1.1: Capital Facilities Needs. The Capital Improvements Element shall be updated annually to meet the City's existing and projected needs for the construction of capital facilities necessary to meet existing deficiencies, to accommodate desired future growth and to replace obsolete or worn-out facilities.

Policy 1.1.1: The implementation of the Capital Improvements Element shall be monitored annually during the City's budget process.

Policy 1.1.2: Capital improvements identified and proposed within each individual element of the comprehensive plan shall be consistent with those proposed in the Five-Year Schedule of Capital Improvements. Sources of revenue identified within the Capital Improvements Element shall provide direction in expenditures for capital improvements.

Policy 1.1.3: The City's debt service shall not exceed 20 percent of annually budgeted revenues.

Policy 1.1.4: The City shall reserve enterprise fund surpluses, unless otherwise indicated, for major capital expenditures.

Policy 1.1.5: Efforts shall be made to secure grants or private funds whenever available to implement the Capital Improvements Element.

Policy 1.1.6: The City shall continue to require collection and utilization of a proportion of impact fees under the auspices of Lake County, and to develop, adopt and implement City impact fees for the purpose of subsidizing the costs of public facility improvements.

Objective 1.2: Concurrency Management. The City shall implement the Concurrency Management System adopted in the City's Land Development Code, which is consistent with sections 163.3177 and 163.3180, F.S. and the minimum requirements for concurrency established in Rule 9J-5.0055 (3), F.A.C. (included as **Appendix A** of this element), to manage the land development process so that public facility needs created by previously issued development orders or future development do not exceed the City's ability to fund and provide needed capital improvements.

Policy 1.2.1: The concurrency evaluation system shall measure the potential impact of any development proposal on the established minimum acceptable level of service (LOS) standards for sanitary sewer, solid waste, stormwater, potable water, parks and recreation and transportation facilities, unless the development is exempt from the review requirements of the Concurrency Management System.

Policy 1.2.2: No development permit or order shall be issued unless adequate public facilities are available to serve the proposed development as determined by the concurrency evaluation in the adopted Concurrency Management System.

Policy 1.2.3: The City shall require all public and private capital facilities to provide service at the LOS standards adopted in this comprehensive plan for previously vested, existing and future permitted development. These capital facilities shall be provided concurrently with the impacts of development based on the minimum requirements in the City's adopted Concurrency Management System.

Policy 1.2.4: The City hereby adopts the following minimum level of service (LOS) standards, which must be retained in reviewing the impacts of new development and development on public facilities:

- The **LOS** standard for *Roadways* shall be as follows:
 - “C” for US 27/SR 25, which is a strategic intermodal system (SIS)
 - “D” for SR 50
 - “D” for all minor arterials and collectors
- The **LOS** standard for *Sanitary Sewer* is 70 gallons per capita per day at peak flow rate.
- The **LOS** standard for *Solid Waste* is 6.63 pounds per capita per day.
- The **LOS** standard for *Potable Water* is 185 gallons per capita per day.
- The LOS standard for *Recreation and Open Space* is 10 acres per 1,000 residents.
- The LOS standards for *Stormwater Management* facilities developed within the City are as follows:

Facility Type	Design Storm Frequency and Duration
Storm Sewers and Cross Drains	10 year/24-hour
Detention/ Retention Structures	50 year/24-hour
Retention with Percolation or Detention with Filtration	100-year/24 hour

- The level of service for *Public Schools* shall be set at 100 percent of Florida Inventory of School Houses (FISH) permanent capacity. In instances where the CORE (dining) capacity is greater than the FISH permanent capacity, the school capacity shall then be increased to that of the CORE (dining) capacity and the LOS standard maintained at 100 percent of the school capacity. In no instance shall the school capacity increase more than 125 percent due to additional CORE (dining) capacity. Coordination with the Lake County School Board's Five-Year District Facilities Work Plan, the plans of other local governments, and as necessary, updates to the concurrency service area map is required to ensure that the adopted LOS standards for concurrency service areas will be achieved and maintained.

Policy 1.2.5: The City shall monitor the availability of public facilities and services through: 1) the maintenance of a cumulative record of the LOS allocations permitted by the approval of development orders relative to the operating LOS for the applicable public facilities and services for which LOS standards have been established; the maintenance of a record of all applicable public facility and service capacities that have been reserved as a result of approved capacity reservation; and the preparation of an annual report concerning the status of all LOS and capacities.

Objective 1.3: New Development. The City shall ensure that new developments share a proportionate share of the costs required to maintain adopted LOS standards through the

assessment of impact fees or developer contributions, dedications and/or construction of capital facilities necessary to serve new development as required in other elements of this plan.

Policy 1.3.1: New development shall be responsible for installing all internal water and sewer systems, traffic circulation systems and internal recreation/open space facilities within the development. In addition, connections of internal systems to the City's designated water and sewer systems and traffic circulation network shall be the financial responsibility of the developer.

Policy 1.3.2: All development order applications shall be evaluated as to the impact of the development on capital facilities and the operation and maintenance of those facilities. The evaluation shall include, but not be limited to, the following:

- Expected capital costs, including the installation of required new facilities that are related to the development.
- Expected operation and maintenance costs associated with the new facilities required by the development.
- Anticipated revenues from the development, including impact fees, user fees and future taxes.

Policy 1.3.3: The land development regulations shall continue to require land dedication, payment-in-lieu-of-dedication or other forms of impact exaction as a requirement of land development to secure easements for utility and traffic circulation systems.

Policy 1.3.4: The City, through adoption and implementation of land development regulations, comprehensive plan goals, objectives and policies, impact fees, other impact exactions, implementation of the annual budget and five-year capital improvements schedule, shall ensure the availability of public facilities and services concurrent with the impacts of development. Development shall not be approved unless the necessary infrastructure items and services are available subsequent to plan adoption.

Policy 1.3.5: The City shall continue to participate with Lake County and the Lake-Sumter Metropolitan Planning Organization (MPO) in the transportation impact fee program or shall adopt and implement a schedule of City impact fees to ensure that new development provides a pro rata share of the costs required to finance public facility improvements necessitated by such development.

Policy 1.3.6: When applicable, the City may require a developer to execute a development agreement and/or develop a proposed project in phases to ensure the timely and appropriate installation of needed capital facilities to service new development. Such agreements will be executed under the City's constitutional home rule power and will follow the procedures set forth in Chapter 163.3220, Florida Statutes.

Objective 1.4: Evaluation of Capital Projects. The City's capital projects shall be evaluated to determine if they meet prioritization criteria and consistency with adopted level of service standards and/or public need.

Policy 1.4.1: The City's finance director shall prepare a Five-Year Capital Improvement Program annually along with the City's annual budget, which shall address all capital needs of the City.

Policy 1.4.2: As part of the annual budgeting process, the City Council, city manager and department directors shall participate in a capital facilities planning process to evaluate and rank projects proposed for inclusion in the Five-Year Schedule of Capital Improvements, based on the following criteria:

- Whether the project is needed to protect the public health and safety, fulfill the City's legal commitment to provide facilities and services or preserve or achieve full use of existing facilities.
- Whether the project increases efficiency or use of existing facilities, prevents or reduces future improvement costs, provides service to developed areas lacking full service or promotes infill development.
- Whether the project represents a logical extension of facilities and service from the City to the Lake County/Clermont Joint Planning Area, or is compatible with applicable plans of state agencies or that may provide public facilities within the City's jurisdiction.
- Whether the project is coordinated with major projects of other state agencies and adjacent jurisdictions.
- Whether the project implements the policies of the comprehensive plan pertaining to concurrency requirements.
- Whether the project is financially feasible.

Policy 1.4.3: Requests for capital projects shall be evaluated on their impact on the City budget and the financial feasibility of the project based on the following criteria:

- The finance director shall determine if the capital project can be funded from existing cash, future revenues or through borrowing. In addition, the finance director shall assign revenue sources to fund the project.
- The Finance Director shall prepare a report evaluating the funding options, the effect of the improvement on future revenues and the effect of the improvement on operation and maintenance costs.

Objective 1.5: Debt Management. The City shall adopt policies and procedures which address the management and utilization of debt for capital project financing. The City will use line-of-credit borrowing or bond anticipation notes for specific construction projects and shall issue revenue-pledged debt at the completion of construction only if current funds are not adequate to pay for construction.

Policy 1.5.1: The use of revenue bonds as a debt instrument shall be evaluated based on the following criteria:

- Debt will not be issued to finance normal repairs and maintenance.
- Debt can be issued to make renovations, updates, modernizations and rehabilitations provided that the expenditures extend the useful life of the capital asset.
- The maximum ratio of total debt service (principal and interest) to total revenue shall be that percentage deemed most beneficial to the City as determined by the City's financial advisors and its bond counsel based upon criteria set by the rating agencies and credit enhancement organizations.

- The impact of principal and interest revenue bond payments on the operation and maintenance of the affected utility and/or department will not require deferring the current maintenance of existing infrastructure.
- The impact of bond covenants and restrictions on the City's method of accounting for depreciation shall be evaluated, as well as the impact of any reserve account restrictions on the operation and maintenance of the affected utility and/or department.
- Cash restricted due to bond and grant covenants will be budgeted in accordance with the terms of the covenants.
- Capitalized repairs of existing infrastructure will be paid from funds restricted by debt covenants and current revenues. Debt will not be issued to finance capitalized repairs.

Policy 1.5.2: The use of tax revenues as a pledge for the repayment of debt shall be evaluated based on the following criteria:

- A five-year projection of revenues from all taxes shall be prepared and updated annually as a part of the City's budget process. An analysis of historic and future trends in the tax revenue stream will be a part of the projection process.
- At the time of issuance of new debt, a review shall be conducted to ensure that the maximum amount of general government debt shall not exceed 20 percent of the City's annually budgeted revenues.

Policy 1.5.3: The City may use long-term capital lease payments on lease purchases for capital projects identified within this element, provided adequate debt service requirements are provided.

Objective 1.6: Schedule of Capital Improvements. In order to maintain adopted LOS standards, the City shall coordinate land use decisions and available or projected fiscal resources to correct existing deficiencies identified in the comprehensive plan, accommodate desired future growth and replace worn out or obsolete facilities through the annual adoption of a Five-Year Schedule of Capital Improvements.

Policy 1.6.1: Capital projects included in the Five-Year Schedule of Capital Improvements shall be defined as those projects identified within the comprehensive plan that are necessary to maintain adopted LOS standards including increasing the capacity or efficiency of existing facilities and/or replacing failing facilities.

Policy 1.6.2: The City of Clermont adopts by reference the Five-Year Facilities Master Plan FY 2015-2019 2016-2020 as formally adopted by the Lake County School Board on September 9, ~~2013~~ 14, 2015 and as amended, into the City's Five-Year Schedule of Capital Improvements. *(amended Dec. 8, 2015, Ord 2015-76)*

Policy 1.6.3: The City hereby adopts the Five-Year Schedule of Capital Improvements included as **Appendix B** of this element, which will be updated on an annual basis.

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Appendix A

Rule 9J-5.0055, F.A.C., Concurrency Management System

(3) MINIMUM REQUIREMENTS FOR CONCURRENCY. Every jurisdiction shall maintain a concurrency management system to ensure that public facilities and services to support development are available concurrent with the impact of development, consistent with the provisions of this Chapter.

(a) For sanitary sewer, solid waste, drainage, and potable water facilities, at a minimum, a local government shall meet the following standards to satisfy the concurrency requirements:

1. A development order or permit is issued subject to the condition that, at the time of the issuance of a certificate of occupancy or its functional equivalent, the necessary facilities and services are in place and available to serve the new development; or

2. At the time the development order or permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S., to be in place and available to serve new development at the time of the issuance of a certificate of occupancy or its functional equivalent. [Section 163.3180(2)(a), F.S.]

(b) For parks and recreation facilities, at a minimum, a local government shall meet the following standards to satisfy the concurrency requirement:

1. At the time the development order or permit is issued, the necessary facilities and services are in place or under actual construction; or

2. A development order or permit is issued subject to the condition that, at the time of the issuance of a certificate of occupancy or its functional equivalent, the acreage for the necessary facilities and services to serve the new development is dedicated or acquired by the local government, or funds in the amount of the developer's fair share are committed; and

a. A development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under actual construction not more than one year after issuance of a certificate of occupancy or its functional equivalent as provided in the adopted local government 5-year schedule of capital improvements; or

b. At the time the development order or permit is issued, the necessary facilities and services are the subject of a binding executed agreement which requires the necessary facilities and services to serve the new development to be in place or under actual construction not more than one year after issuance of a certificate of occupancy or its functional equivalent; or

c. At the time the development order or permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S., to be in place or under actual construction not more than one year after issuance of a certificate of occupancy or its functional equivalent. [Section 163.3180(2)(b), F.S.]

(c) For transportation facilities (roads and mass transit designated in the adopted local government comprehensive plan), at a minimum, a local government shall meet the following standards to satisfy the concurrency requirement, except as otherwise provided in subsections (4)-(7) of this section.

1. At the time a development order or permit is issued, the necessary facilities and services are in place or under construction; or

2. A development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under actual construction not more than three years after issuance of a certificate of occupancy or its functional equivalent as provided in the adopted local government five-year schedule of capital improvements. The schedule of capital improvements may recognize and include transportation projects included in the first three years of the applicable, adopted Florida Department of Transportation five year work program. The Capital Improvements Element must include the following policies:

a. The estimated date of commencement of actual construction and the estimated date of project completion.

b. A provision that a plan amendment is required to eliminate, defer, or delay construction of any road or mass transit facility or service which is needed to maintain the adopted level of service standard and which is listed in the five-year schedule of capital improvements; or

3. At the time a development order or permit is issued, the necessary facilities and services are the subject of a binding executed agreement which requires the necessary facilities and services to serve the new development to be in place or under actual construction no more than three years after the issuance of a certificate of occupancy or its functional equivalent; or

4. At the time a development order or permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S., to be in place or under actual construction not more than three years after issuance of a certificate of occupancy or its functional equivalent. [Section 163.3180(2)(c), F.S.]

5. For the purpose of issuing a development order or permit, a proposed urban redevelopment project located within a defined and mapped Existing Urban Service Area as established in the local government comprehensive plan pursuant to Section 163.3164(29), F.S., shall not be subject to the concurrency requirements of subparagraphs 9J-5.0055(3)(c)1.-4., F.A.C., of this chapter for up to 110 percent of the transportation impact generated by the previously existing development. For the purposes of this provision, a previously existing development is the actual previous built use which was occupied and active within a time period established in the local government comprehensive plan. [Section 163.3180(8), F.S.]

6. For the purpose of issuing a development order or permit, a proposed development may be deemed to have a de minimis impact and may not be subject to the concurrency requirements of subparagraphs 9J-5.0055(3)(c)1.-4., F.A.C., only if all of the conditions specified in subsection 163.3180(6), F.S., are met. [Section 163.3180(6), F.S.]

7. A development order or permit within a designated multimodal transportation district may be issued provided the planned community design capital improvements are included in a financially feasible long range schedule of improvements for the development or redevelopment time-frame for the district, without regard to the period of time between development or redevelopment and the scheduled construction of the capital improvements as specified in Section 163.3180(15)(c), F.S.

(d) For school facilities, a local government shall meet the following minimum standards to satisfy the concurrency requirement:

1. For district-wide concurrency service areas:

a. At the time the residential development order or permit is issued, the necessary facilities and services are in place or under construction; or

b. A residential development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under construction not more than 3 years after permit issuance as provided in the adopted public school facilities program.

2. For less than district-wide concurrency service areas: If public school concurrency is applied on less than a district-wide basis in the form of concurrency service areas, a residential development order or permit shall be issued only if the needed capacity for the particular service area is available in one or more contiguous service areas and school capacity is available district-wide as defined in Section 163.3180(13)(e), F.S.

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Appendix B

City of Clermont Five-Year Schedule of Capital Improvements, FY 2013-14 to 2017-18 2015-2016 to 2020-2021 (amended Dec. 8, 2015 Ord 2015-76)

Comprehensive Plan Element/Project	Source of Funding	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21
STORMWATER MANAGEMENT							
SW-1 Stormwater Retrofit Projects (ongoing upgrades to stormwater conveyance systems and water quality projects)	Stormwater Utility Fees and Grants	\$500,000 \$600,000	\$500,000 \$600,000	\$500,000 \$600,000	\$600,000	\$600,000	\$600,000
SW-2 Downtown/Waterfront Improvements. <u>Stormwater project to provide regional drainage to downtown for economic development.</u>	Stormwater Utility Fees and Grants	\$0	\$0	\$2,000,000	\$0	\$0	\$0
SW-3 East and Drew Improvements. <u>Improve stormwater quality and remove nutrients from discharging into the chain of lakes.</u>	Stormwater Utility Fees and Grants	\$600,000	\$0	\$0	\$0	\$0	\$0
POTABLE WATER							
PW-1 Water Main Extension (ongoing project extending water mains to complete loops in the system, primarily on the east side system, and improve system hydraulics and reliability)	Water Impact Fees	\$550,000 \$300,000	\$500,000 \$300,000	\$500,000 \$300,000	\$300,000	\$300,000	\$300,000
PW-2 West-Side Water Treatment Plant (construct 1-million gallon storage tank, a bank of high-service pumps, a disinfection system, a new potable well)	Utility Fees	\$0	\$0	\$0	\$0	\$0	\$0
PW-3 Water Main Replacements (ongoing replacement of older water mains to improve system hydraulics and water quality)	Water Fund Operating Budget	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
PW-4 Alternative Potable Water Source (funding is for planning/design. Construction on the regional projects is not expected to begin until 2019)	Utility Fees and Water Impact Fees	\$50,000	\$500,000 \$50,000	\$500,000 \$50,000	\$50,000	\$500,000	\$500,000
PW-5 1.0 MGD Ground Storage Tank 1.0 mgd ground storage for the additional capacity needs.	Utility Fees and Water Impact Fees	\$0	\$0	\$1,500,000 \$0	\$0	\$0	\$1,400,000
PW-6 Sunburst WTP Expansion (Addition of additional ground storage to meet demand.)	Utility Fees and Water Impact Fees	\$0	\$0	\$0	\$0	\$0	\$1,500,000
PW-7 Lower Floridan wells at Greater Hills water treatment plant. <u>South Lake Regional Water Initiative Group recommendations for drilling to the lower Floridan aquifer to be considered an alternative water supply.</u>	Water Fund Reserves	\$0	\$0	\$0	\$1,500,000	\$0	\$0

Comprehensive Plan Element/Project	Source of Funding	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21
PW-8 Lower Floridan wells at Sunburst water treatment plant. South Lake Regional Water Initiative Group recommendations for drilling to the lower Floridan aquifer to be considered an alternative water supply.	Water Fund Reserves	\$0	\$0	\$3,000,000 Phase 1	\$0	\$0	\$3,000,000 Phase 2
<u>SANITARY SEWER</u>							
SS-1 Regional Lift Station and Forcemain (Lift station and forcemain to comply with needs based on master plan)	Utility Fees	\$0	\$2,000,000 \$500,000	\$0 \$2,000,000	\$0	\$0	\$0
SS-2 Reclaimed Water System Expansion (expansion includes piping extensions to deliver reclaimed water to developments plumbed to accept reclaimed water north and south of SR 50 and shift demand from potable system to reclaimed water system)	Sewer Impact Fees and Utility Fees	\$1,500,000 \$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
SS-3 East Water Reclamation Facility Collection System Expansion (on-going project as new developments come on-line that includes piping extensions, lift stations and force main construction)	Sewer Impact Fees	\$300,000 \$100,000	\$300,000 \$500,000	\$300,000	\$300,000	\$300,000	\$300,000
SS-4 Lift Station Improvements (ongoing improvements to improve system hydraulics and water quality)	Sewer Impact Fees	\$500,000 \$100,000	\$700,000 \$200,000	\$500,000 \$750,000	\$550,000	\$550,000	\$300,000
SS-5 WWTF (Hancock) Expansion (Expansion of WWTF from 4.0 to 6.0 MGD to meet future demands)	Sewer Impact Fees	\$400,000 \$0	\$14,000,000 \$0	\$0	\$0 \$200,000	\$0 \$200,000	\$14,000,000
<u>PARKS & RECREATION</u>							
PR-1 Inland Groves Property AKA Lake Hiawatha Preserve (Passive Park)	Recreation Impact Fees, Infrastructure Sales Taxes and Grants	\$35,000 \$0	\$90,000 \$0	\$1,000,000 \$0	\$250,000 \$0	400,000 \$0	100,000 \$0
PR-2 Palatka Park (Park improvements)	FRDAP Grants	\$100,000	\$0	\$0	\$0	\$0	\$0
<u>TRANSPORTATION</u>							
The City of Clermont adopts by reference the 5-Year Schedule of Improvements as formally adopted by the Lake-Sumter Metropolitan Planning Organization on June 10, 2015 (and as amended) into the City's Five-Year Schedule of Capital Improvements.							
<u>PROJECT TOTALS</u>							
		\$9,773,730	\$10,790,000	\$8,950,000	\$2,900,000	\$2,250,000	\$2,250,000
		\$2,850,000	\$3,150,000	\$10,000,000	\$4,500,000	\$3,450,000	\$22,900,000

Source: City of Clermont, 2015

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
November 3, 2015**

Page 4

Mr. Hitt stated that the city is in the process of replacing the benches and picnic tables throughout the city. He stated that he will talk to Public Works about the bushes and street sweeper.

Charles Forth, 939 W. Desoto St., stated that he questioned why the areas being included weren't included previously. He stated that we need to do everything we can to include the residents with the grant money to help improve their properties.

Commissioner Whitehead moved to recommend approval of the realignment of the CRA District; seconded by Commissioner Smith. The vote was unanimous to recommend approval.

3. REQUEST FOR CAPITAL IMPROVEMENTS ELEMENT AMENDMENT

REQUEST: To amend the Goals, Objectives and Policies of the Capital Improvements Element of the comprehensive plan to update the five-year schedule of capital improvements.

APPLICANT: City Staff

Senior Planner Kruse presented the staff report as follows:

Florida Statutes require annual updates to local governments' Capital Improvements Elements of their comprehensive plans. Enclosed is the supporting documentation for Ordinance No. 2015-76, adopting changes to the Capital Improvements Element of the comprehensive plan.

Staff recommends approval.

Commissioner Whitehead moved to recommend approval of the Capital Improvements Element amendment; seconded by Commissioner Solis. The vote was unanimous to recommend approval.

4. REQUEST FOR LDC AMENDMENT

REQUEST: To amend Chapter 54 Streets, Sidewalks and Other Public Places, Section 54-78 Driveway Construction Standards; Chapter 98 Parking and Vehicular Use Areas, Section 98-9 Access, 98-10 Driveway Construction Standards; and Chapter 110, Section 110-274 Illustrations

APPLICANT: City Staff

Planner Guerrero presented the staff report as follows:

Staff is proposing language to the Land Development Code (LDC) to allow an increase in driveway width leading into garages that face the street. Recent demand for single family homes with three vehicle garages has led to an increased interest to alter driveway width in order to provide feasible and safe vehicle access. Current code allows driveways up to 20 feet in width. This width can accommodate two car garages in a reasonable manner. To accommodate single family residential structures with three vehicular garage openings, City staff recommends adjusting driveway width standards for front-loaded garages to be up to 30 feet in width for lots

CITY OF CLERMONT

NOTICE OF PROPOSED AMENDMENT TO COMPREHENSIVE PLAN ORDINANCE NO. 2015-76

The City of Clermont will hold a public hearing Tuesday, November 3, 2015 at 6:30 pm before the City of Clermont Planning and Zoning Commission and Tuesday, December 8, 2015 (adoption) at 6:30 pm before the City Council to consider proposed changes to the Capital Improvements Element of the City's adopted comprehensive plan.

Ordinance #2015-76:

An ordinance of the City Council of the City of Clermont, Lake County, Florida, amending the Comprehensive Plan for 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 Goals, Objectives and Policies of the Capital Improvements Element of the Comprehensive Plan; 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 department (first floor, City Hall) between 8am and 5pm. 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, MMC
City Clerk

Daily Commercial
October 23, 2015 & November 24, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, December 8, 2015	
Agenda Item Name	
Ordinance No. 2015-77 <i>Final</i> <i>Community Redevelopment Agency Redevelopment Plan</i>	
Requested Action	
Move to approve Ordinance No. 2015-77.	
Staff Report	
The Downtown Clermont Redevelopment Agency (CRA) and 157 acre District were created in 1997 by adoption of Resolution No. 950. Updates to the Plan were completed in 2005 and 2010. The CRA district has experienced significant redevelopment efforts through various streetscape projects and the incentive grant programs. The CRA District is also the heart of the recently approved Downtown & Waterfront Master Plan. In order to grow the district and continue the design and improvements of the recently approved Downtown & Waterfront Master Plan, an amendment to the CRA District and Plan is needed at this time. The Redevelopment Plan must continue to remain flexible enough to enable the CRA to work on various projects within the parameters of the Plan, and supported by the annual budget. This request is to approve the Expansion of the CRA District and the Plan as presented. The CRA District will total 379 acres and will include the following new areas: * The northeast - Waterfront Park beach area and the old Bell Ceramics site off East Avenue; * The west area - CBS Builders Supply, Exceletech (recently demolished site) and Clermont Public Works; * South of State Road 50 - this frames in the downtown approach off SR 50. The approach or entrance areas leading into the downtown and waterfront are vital to the CRA District, and the expansion areas capitalize on those areas, in addition to adding properties to the CRA District. These help with the growth of the core part of Clermont and the Master Plan area. The new CRA Redevelopment Plan continues the 5-year cycle for revisions that reflect the changes needed for our growth in the downtown and waterfront. The CRA Redevelopment Plan 2015 was presented to the Planning & Zoning Commission on November 3, 2015 and they found the Plan in compliance with the Comprehensive Plan and recommended approval to the City Council.	
Additional Analysis	
Fiscal Impact Summary	

Fiscal Impact		Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	Ordinance No. 2015-77	Ord 2015-77 Redevelopment Plan.pdf	
2.	CRA Redevelopment Plan 2015	CRA Redevelopment Plan & FON 2015 adopt copy.pdf	
3.	CRA District Map	CRA Map-NEW 2015.pdf	
4.	Ad	2015-77 CRA.docx	

**CITY OF CLERMONT
ORDINANCE NO. 2015-77**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, APPROVING A COMMUNITY REDEVELOPMENT PLAN FOR THE COMMUNITY REDEVELOPMENT AREA LOCATED IN THE CITY OF CLERMONT; MAKING FINDINGS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Resolution No. 950 adopted by the City Council of the City of Clermont on May 27, 1997, determined that a certain area in the City of Clermont was in need of redevelopment and so designated that area as being the “Community Redevelopment Area,” in accordance with Section 163.340(10), Florida Statutes; and

WHEREAS, Resolution No. 950 adopted by the City Council of the City of Clermont on May 27, 1997, created a Community Redevelopment Agency for the Downtown Redevelopment Area, in accordance with Section 163.357, Florida Statutes; and

WHEREAS, in accordance with and pursuant to the procedures and authorizations set forth in Part III, Chapter 163, Florida Statutes (the “Redevelopment Act”), a Community redevelopment plan for the Downtown Redevelopment Area was prepared; and

WHEREAS, the City Council of the City of Clermont on August 11, 1998 approved a Redevelopment Plan for the Downtown Redevelopment Area as described in Resolution No. 950; and

WHEREAS, the City Council of the City of Clermont on September 8, 1998 approved Ordinance No. 359-M establishing the Community Redevelopment Trust Fund; and

WHEREAS, the Clermont Downtown Community Redevelopment Agency recommended approval of the revised Redevelopment Plan on January 24, 2005, and the City Council of the City of Clermont on January 24, 2005 approved a revised Redevelopment Plan as described in Resolution No. 1465; and

WHEREAS, the Clermont Downtown Community Redevelopment Agency recommended approval of the revised Redevelopment Plan on January 26, 2010, and the City Council of the City of Clermont on January 26, 2010 approved a revised Redevelopment Plan as described in Resolution No. 2010-03; and

WHEREAS, the City Council of the City of Clermont on October 13, 2015 approved Resolution No. 2015-36 for the Finding of Necessity dated August, 2015, as recommended by the Downtown Clermont Redevelopment Agency at its meeting on September 8, 2015; and

CITY OF CLERMONT
ORDINANCE NO. 2015-77

WHEREAS, the Proposed Plan has been revised and was reviewed and approved by the Community Redevelopment Agency on October 13, 2015, and found to be compliant with the Clermont Comprehensive Plan by the Planning & Zoning Commission acting as the Local Planning Agency (LPA) on November 6, 2015 and has made a recommendation to the City Council of the City of Clermont to approve the Redevelopment Plan as amended and dated December 8, 2015; and

WHEREAS, modification of the Community Redevelopment Plan, is in accordance with Section 163.361, Florida Statutes; and

WHEREAS, the City Council of the City of Clermont has received the recommendation to adopt the proposed Redevelopment Plan and has caused a public notice to be published and a notice mailed to each taxing authority as required by Section 163.346, Florida Statutes.

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

SECTION 1. Findings

Based on the information presented to it, the City Council does hereby find:

- (a) The recitals set forth above (including the definitions) are hereby adopted and incorporated herein to the full extent as if set forth in the text of this Ordinance.
- (b) The public hearing required by Section 163.361(2), Florida Statutes, has been held and closed.
- (c) Although no families are anticipated to be displaced as a result of Clermont's redevelopment activities, a feasible method exists for the location of any such families in decent, safe, and sanitary dwelling accommodations within their means and without due hardship.
- (d) The Proposed Plan conforms to the general plan of the City of Clermont as a whole.
- (e) The Proposed Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the rehabilitation or redevelopment of the Downtown Redevelopment Area by private enterprise.
- (f) The Proposed Plan allows for the redevelopment or rehabilitation of the Downtown Redevelopment Area in accordance with Florida Statutes, Chapter 163, Part III Community Redevelopment.

CITY OF CLERMONT
ORDINANCE NO. 2015-77

SECTION 2. Adoption of Plan

The proposed CRA Redevelopment Plan as shown in “Exhibit A”, is hereby adopted and shall henceforth be and constitute the CRA Redevelopment Plan for the Downtown Redevelopment Area.

SECTION 3. Conflicts

Any and all ordinances or resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed.

SECTION 4. Notice

Proper notice in accordance with Chapter 163.346, Florida Statutes has been given to affected taxing authorities.

SECTION 5. Effective Date

This Ordinance shall take effect immediately upon approval and adoption by the Clermont City Council.

CITY OF CLERMONT
ORDINANCE NO. 2015-77

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 8th day of December, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F Mantzaris, City Attorney

Exhibit "A"
Ordinance No. 2015-77
Adopted 12/8/2015

City of Clermont

Downtown Clermont Redevelopment Agency

CRA Redevelopment Plan



Downtown Clermont Redevelopment Agency
685 W. Montrose St.
Clermont, Florida 34711

City of Clermont

Downtown CRA Redevelopment Plan

GAI Project Number: R140908.01

October, 2015

Prepared for: City of Clermont

Prepared by: GAI Consultants
Orlando Office
618 East South Street
Suite 700
Orlando, Florida 32801



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1.0 Introduction

Historical Background

Clermont is situated in Lake County which was named for its over 1,400 named lakes. Strategically located just west of Orlando and north of Disney World, Clermont has a population of over 29,000 based on 2013 Census data. With over 14.8 square miles Clermont is the second largest city in Lake County with the largest population of all cities in Lake County. Unemployment rates in Lake County and the cities within Lake County have been on the rise over the last four years. According to 2013 Census estimates, Lake County's unemployment rate was 12.0%, while the unemployment rate in Clermont was 10.8%. These rates represent an increase over the unemployment rates of 2010 when Lake County's unemployment rate was 8.1% and Clermont's unemployment rate was 8.3%.

The city was founded in 1884 and incorporated in 1916. The history of Clermont mirrored that of many other cities, following a path of decline prior to the creation of the City's Downtown Redevelopment Area in 1997. In the years following WWII, the automobile and the mobility that it afforded the average American redefined development patterns and business location decisions. As new highways and interstates were constructed to meet the demands of an increasingly auto-oriented society, many businesses abandoned downtowns for the increased visibility and accessibility of highway commercial centers. As a consequence, many traditional downtown areas became less economically vital and attracted less private and public investment. Buildings and infrastructure were allowed to deteriorate, contributing to the decline of downtown viability and property values.

In 1997 by adoption of Resolution No. 950, the City of Clermont identified the Downtown Redevelopment Area and created the Downtown Clermont Redevelopment Agency whose charge was to prepare a redevelopment plan, implement planned projects and obtain the necessary funding. The downtown area continues to be the focal point of a robust and growing community and the continued redevelopment of the 157 acres within the redevelopment area has been a continuing effort. New studies, projects and cooperation within from the business and residential community within the redevelopment area are necessary to continue these efforts.

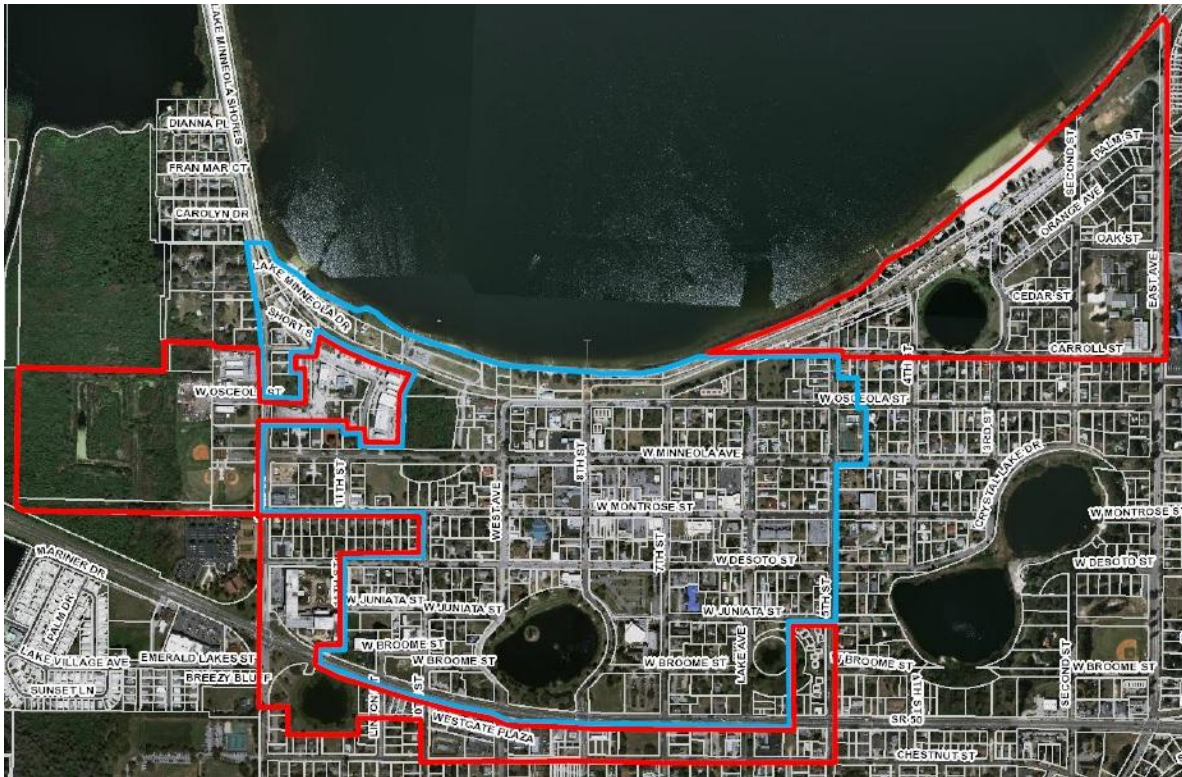
The goals and objectives of the plan were kept broad enough to allow for flexibility in the projects which would be implemented, but also realistic to ensure that they could be accomplished. As with any plan, the redevelopment plan should be updated from time to time in order to take advantage of new ideas and efforts to continue with redevelopment in the district.

In 2005 the original redevelopment plan was updated substantially which assisted in providing continued diversity allowing the Downtown Clermont Redevelopment Agency the ability to work in a variety of ways to support the revitalization of the district. The 2005 update included streetscape in the West Montrose Street area consisting of new sidewalks, trees, benches, and new lighting with underground infrastructure improvements. These physical improvements assisted in efforts to stabilize the downtown area. Continued streetscape projects and other new programs were implemented to continue the effort to revitalize the downtown area and create a new sense of vitality.

A minor update to the redevelopment plan was completed in 2010, the update incorporated incentive programs ranging from façade improvement grants and impact fee assistance to building code compliance assistance. Additionally, street lighting improvements were included for when LED lighting is integrated to further improve the downtown lighting conditions. Since the completion of the 2010 redevelopment plan update, the Downtown Clermont Redevelopment Agency has awarded over \$160,000 in grants through four different grant programs available within the district, the Façade Improvement Grant Program (\$123,708.33), the Building Code Assistance Program (\$27,762.50), the Impact Fee Assistance Program (\$7,518.43), and the Building Permit Refund Program (\$1,911.40). With the assistance of these grant programs, over \$324,000 of projects were completed by 24 grant recipients.

Proposed Expansion Area

The expanded area is confined to a specific geographic area within downtown Clermont generally shown in red in Map 1.0. Blue outline denotes existing CRA boundaries.



Map 1.0 - Study Area and Proposed Expanded CRA Boundaries

Before identifying prospective private sector interest in the area, current blighting influences are to be addressed to begin rebuilding the infrastructure necessary to support and attract investment. Deteriorating conditions of structures, utilities, and general physical environment undermine economic development efforts and impede the improvement of the area.

Identifying resources to remove blighting influences is essential to remain competitive in the economic marketplace. Expanding the current boundaries requires an initial step of identifying blighting influences within the targeted properties. This requires conducting an analysis as required in Section 163, Part III, and Florida Statutes (F.S.), commonly known as a Finding of Necessity (FON). A Finding of Necessity assists in identifying the needs in the proposed expanded redevelopment area. A subsequent community redevelopment plan specifies the desired improvement projects and implementation steps to address them. The CRA will be funded in most part by increment revenues designated specifically to the proposed redevelopment area.

The FON analysis has identified the link between the statutory definition of a “blighted area” and the Clermont proposed redevelopment area expansion. The City Council has determined that such conditions of blight do exist based on the statutory definitions set forth in Section 163, Part III, Florida Statutes (F.S.), and has authorized the preparation and adoption of an updated redevelopment plan that includes the expanded area. See Appendix “A” for Finding of Necessity study.

Key issues addressed in all of the forgoing documents include regulatory policies, infrastructure needs, parking, access to the waterfront, and overall image of the area. Supporting policies, programs and investments incorporated in this update address these issues.

1.0 Regulatory Issues

Strong consideration should be given to reviewing current land use regulations within the CRA boundaries, with special emphasis to the core commercial area. Particular attention to mixing uses, parking requirements, density and intensity, as well as mass and scale of future developments should be assessed. Modification to exiting regulations should be consistent with the community’s vision for the overall urban design in creating a viable “sense of place.”

1.1 Stormwater Issues

The sensitive accommodation of stormwater can provide significant environmental, economic, and aesthetic assets to the CRA. Environmentally, a well designed stormwater facility will improve the water quality to both Lake Minneola and Center Lake, not only as a result of improved collection and retention, but also long term maintenance. Economically, an area-wide stormwater system provides better utilization of real estate for development or redevelopment encouraging new investment opportunities. Aesthetically, a well designed system can become an amenity enhancing natural habitats, appealing open spaces, and an overall attraction for resident and visitor alike.

1.2 Parking Issues

While parking for the current uses in the CRA is quite adequate, care must be given to future needs as addressed in land use regulations for additional uses, particularly accommodating an increase in high density residential uses. Due to the attractive nature of the waterfront, special attention also needs to be made to accommodate the various events that require additional capacity. Accommodation for these larger parking requirements should be addressed in the design of the lake front amenities for temporary uses. At some point in the future, consideration may be needed to develop a parking structure that would serve both a more intense development in the core as well as the special event needs along the lake front.

1.3 Community Connectivity Opportunities

Connectivity to the waterfront is of paramount importance to the future viability of businesses in the core. Though there are only a few short blocks separating Montrose Street from the waterfront, currently there is not a real sense that they are connected. Enhanced lakefront design, improved wayfinding, specific street and bikeway connections to Montrose and intensified development of vacant properties will significantly enhance the visual and physical connections. Likewise, redesign of the Center Lake area and the streets leading from Highway 50 to downtown are key elements to improving business and investment opportunities.

1.4 Overall Waterfront Concept Plan

The recently completed Waterfront Master Plan addresses all of the major elements to making the downtown core one of the most exciting places for residents and visitors to enjoy in the Central Florida region. The use of the water from power boats to sailing and rowing provides a variety of activities unlike most other places. Tying the current trails to the expanding statewide coast-to-coast trail system will be a significant economic boom to the area as the exploding econ-tourism industry continues to expand into more international markets. The CRA's economic growth is tied inextricably to the continued multi-use of its assets along the lakeshore and development policies need to be able to accommodate the needs of the various users, residents and visitors alike.

The following are areas the Plan addresses:

- Developing a place for people
- A great waterfront
- Enhancing the character and image
- Connectivity to the city
- High-performing infrastructure
- Economic investment opportunity

2.0 Legal Boundary Description of Redevelopment Area

THAT PORTION OF LAND LYING WITHIN THE CITY OF CLERMONT, AND BEING IN SECTIONS 23, 24 AND 25, TOWNSHIP 22 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF BLOCK 145, JOHNSON'S REPLAT OF BLOCKS 141, 142, 143, 144, 145, 146, 115, 117, 118, 119 AND 120, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 71, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN EAST TO THE SOUTHERLY SHORELINE OF LAKE MINNEOLA; THENCE RUN EASTERLY ALONG SAID SOUTHERLY SHORELINE TO THE INTERSECTION OF THE NORTHERLY EXTENSION OF THE EASTERLY RIGHT OF WAY LINE OF EAST AVENUE AS SHOWN ON THE PLAT OF THE CITY OF CLERMONT AS RECORDED IN PLAT BOOK 8, PAGES 17 THROUGH 23, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY SHORELINE RUN SOUTH ALONG SAID EASTERLY RIGHT OF WAY LINE AND ITS NORTHERLY EXTENSION TO THE INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF CARROLL STREET AS SHOWN ON SAID PLAT OF THE CITY OF CLERMONT; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, RUN WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF FIFTH STREET AS SHOWN ON THE PLAT OF CREST-VIEW, AS RECORDED IN PLAT BOOK 5, PAGE 60, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, RUN SOUTH ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE NORTHWEST CORNER OF LOT 31, BLOCK 51, AS SHOWN ON SAID PLAT OF CREST-VIEW; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY, RUN EAST ALONG THE NORTHERLY LINE OF SAID LOT 31 TO THE EASTERLY LINE OF THE WEST 140 FEET OF SAID LOT 31; THENCE DEPARTING THE NORTH LINE OF SAID LOT 31, RUN SOUTH ALONG SAID EASTERLY LINE AND ITS SOUTHERLY EXTENSION TO THE SOUTHERLY RIGHT OF WAY LINE OF OSCEOLA STREET AS SHOWN ON SAID PLAT OF THE CITY OF CLERMONT; THENCE RUN EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE NORTHEAST CORNER OF LOT 13, BLOCK 50, AS SHOWN ON SAID PLAT OF THE CITY OF CLERMONT; THENCE RUN SOUTH ALONG THE EASTERLY LINE OF SAID LOT 13 AND ALSO ALONG THE EASTERLY LINE OF LOT 14 OF SAID BLOCK 50 AND ITS SOUTHERLY EXTENSION TO THE SOUTHERLY RIGHT OF WAY LINE OF MINNEOLA AVENUE AS SHOWN ON SAID PLAT OF THE CITY OF CLERMONT; THENCE RUN WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE EASTERLY RIGHT OF WAY LINE OF FIFTH STREET AS SHOWN ON SAID PLAT OF THE CITY OF CLERMONT; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY, RUN SOUTH ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE SOUTHERLY RIGHT OF WAY LINE OF CHESTNUT STREET AS SHOWN ON THE PLAT OF HIGHLAND TERRACES, AS RECORDED IN PLAT BOOK 5, PAGE 47, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY, RUN WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND ITS EXTENSION WEST TO THE WESTERLY RIGHT OF WAY LINE OF TENTH STREET AS SHOWN ON THE PLAT OF INDIAN HILLS, AS RECORDED IN PLAT BOOK 8, PAGE 86, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY, RUN NORTH ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE NORTHEAST CORNER OF LOT 3, BLOCK 109, AS SHOWN ON THE PLAT OF SUNSET PARK, AS RECORDED IN PLAT BOOK 8, PAGES 17 THROUGH 23, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN WEST ALONG THE NORTHERLY LINE OF SAID LOT 3 AND ALSO ALONG THE NORTHERLY LINE OF LOT 4 OF SAID BLOCK 109, TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE RUN NORTHWESTERLY TO THE NORTHEAST CORNER OF LOT 2, BLOCK 126A, AS SHOWN ON SAID PLAT OF SUNSET PARK; THENCE RUN WEST ALONG THE NORTHERLY LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF SAID LOT

2; THENCE SOUTH, ALONG THE WESTERLY LINE OF SAID LOT 2 AND ALSO ALONG THE WESTERLY LINES OF LOTS 3 AND 4, OF SAID BLOCK 126A TO THE NORTHEAST CORNER OF LOT 7, OF SAID BLOCK 126A; THENCE RUN WEST ALONG THE NORTHERLY LINE OF SAID BLOCK 126A AND ITS EXTENSION WEST, ALONG WITH THE NORTHERLY LINE OF BLOCK 126 OF SAID PLAT OF SUNSET PARK TO THE NORTHWEST CORNER OF LOT 4, OF SAID BLOCK 126; THENCE RUN NORTH ALONG THE EASTERLY LINES OF LOTS 7 THROUGH 10, OF SAID BLOCK 126 TO THE NORTHEAST CORNER OF SAID LOT 10; THENCE RUN WEST ALONG THE NORTHERLY LINE OF SAID LOT 10 AND ITS EXTENSION WEST, TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF TWELFTH STREET AS SHOWN ON THE AFORESAID PLAT OF THE CITY OF CLERMONT; THENCE RUN NORTH ALONG SAID WESTERLY RIGHT OF WAY LINE TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF MONTROSE STREET ALSO BEING THE NORTHEAST CORNER OF LOT 1, BLOCK 140, AS SHOWN ON SAID PLAT OF THE CITY OF CLERMONT; THENCE RUN WEST ALONG THE NORTHERLY LINE OF SAID LOT 1 AND SAID SOUTHERLY RIGHT OF WAY LINE, TO THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING SITUATED ON THE EASTERLY LINE OF THE PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 54, PAGE 202, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING DESCRIBED AS THE SOUTH 90 FEET OF THE NORTH 990.00 FEET OF GOVERNMENT LOT 7, SECTION 23, TOWNSHIP 22 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH ALONG SAID EASTERLY LINE AND ALSO ALONG THE WESTERLY LINE OF SAID LOT 1, TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE DEPARTING SAID WESTERLY LINE OF LOT 1, RUN WEST ALONG THE SOUTHERLY LINE OF SAID LANDS TO THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 50 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION, RIGHT OF WAY MAP, SECTIONS 1107-105 AND 1102-104, DATED SEPTEMBER 10, 1951; THENCE DEPARTING SAID SOUTHERLY LINE, RUN NORTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE TO THE INTERSECTION OF THE WESTERLY LINE OF SAID LANDS; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, RUN NORTH ALONG SAID WESTERLY LINE TO THE NORTHWEST CORNER OF SAID LANDS AND ALSO BEING THE SOUTHWEST CORNER OF THE PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 343, PAGE 714, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING DESCRIBED AS THE NORTH 900.00 FEET OF GOVERNMENT LOT 7, OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN NORTH ALONG THE WESTERLY LINE OF SAID LANDS, TO THE NORTHWEST CORNER OF SAID LANDS; THENCE RUN EAST ALONG THE NORTHERLY LINE OF SAID LANDS TO THE SOUTHWEST CORNER OF THE PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 621, PAGE 1514, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING DESCRIBED AS THE SOUTH 220 FEET OF THE EAST 300 FEET OF GOVERNMENT LOT 2, SECTION 23, TOWNSHIP 22 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY LINE, RUN NORTH ALONG THE WESTERLY LINE OF SAID LANDS, TO THE NORTHWEST CORNER OF SAID LANDS; THENCE RUN EAST ALONG THE NORTHERLY LINE OF SAID LANDS, TO THE NORTHEAST CORNER OF SAID LANDS, SAID POINT ALSO BEING SITUATED ON THE WESTERLY LINE OF AFORESAID JOHNSON'S REPLAT OF BLOCKS 141, 142, 143, 144, 145, 146, 115, 117, 118, 119 AND 120; THENCE RUN SOUTH ALONG SAID WEST LINE AND ALSO THE EASTERLY LINE OF SAID LANDS, TO THE INTERSECTION OF THE CENTERLINE OF CARROLL STREET AS SHOWN ON SAID JOHNSON'S REPLAT OF BLOCKS 141, 142, 143, 144, 145, 146, 115, 117, 118, 119 AND 120; THENCE DEPARTING SAID WESTERLY AND EASTERLY LINES, RUN EAST ALONG SAID CENTERLINE TO THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF AFORESAID TWELFTH STREET; THENCE RUN NORTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE AFORESAID NORTHEAST CORNER OF BLOCK 145, AND THE POINT OF BEGINNING.

CONTAINING 379 ACRES +/-



3.0 Redevelopment Objectives and Initiatives

3.1 Infrastructure and Environmental Enhancements

The projects and programs described below relate to the common objective to provide facilities designed to improve the water quality of Lake Minneola & Center Lake and provide more efficient use of development sites.

3.1.1 Development of area wide storm water system

Creating an area-wide storm water system would increase individual site development opportunities. Newer retention facilities could be developed to handle offsite storage to accommodate development for the foreseeable future.

3.1.2 Upgrade existing storm water facilities

Along with the creation of new facilities, upgrades to existing storm water retention and detention facilities should be addressed.

3.1.3 Support low impact designed 'green streets' and sidewalks

All hardscapes such as roadways and sidewalks should be designed to incorporate the latest low impact techniques in accommodating storm water cleansing.

3.1.4 Incorporate environmentally designed parking facilities

As part of the overall assessment of the infrastructure improvements, all future parking lots should be designed to maximize the sites ability to collect, detain, retain and cleanse the storm water.

3.2 Access and Mobility within Downtown

The movement of pedestrians, cyclists and vehicles to and through the downtown area and the waterfront in a safe manner are essential to the long term viability of the area.

3.2.1 Develop pedestrian connections from waterfront to Montrose/Minneola

Accommodating the pedestrian along streets that connect Montrose Street and Minneola Avenue to the waterfront should be through well-designed, well-lighted, and easily accessed sidewalks/streetscapes.

3.2.2 Connect trail system to Montrose/ Minneola

Similarly to accommodating the pedestrian, support should be provided to establish well designed corridor connections from the adjacent trail system to Montrose Street and Minneola Avenue.

3.2.3 Establish a district parking system to support businesses

Just as the area-wide storm water system is recommended, so, too, is an area-wide parking system that is environmentally designed, well connected to the pedestrian facilities, and can accommodate growth in commercial and special event activities.

3.2.4 Create a new entryway off State Road 50 around Center Lake

Designing a new entryway off of State Road 50 which incorporates the re-branding of the City and supports way-finding throughout the area is an essential element to the vitality of the area supporting connectivity, improving image and enhancing economic activity.

3.2.5 Design and install way finding system

Establishing a well-designed and appropriately installed signage system will enhance access to the area, improve the overall image and should address all modes of transportation: pedestrian, cyclists, and automobile.

3.2.6 Develop Lake Avenue/ West Avenue/ 12th Street as key linkages to Minneola/ Montrose

Define the connections of Minneola Ave and Montrose Street to both State Road 50 and the waterfront by enhancing specified corridors with streetscaping and way-finding.

3.3 Redevelopment Support

This element of the plan addresses regulatory issues with regards to development opportunities, land use, and code enforcement.

3.3.1 Modify land use polices to encourage better utilization of (re)development opportunities

A thorough review of exiting land use and zoning policies should be made for the area to determine the the viability as it relates to mixed use developments. This review should address aush elements as floor area ratio (FAR),height restrictions, site permeability requirements, setback, stormwater and parking requirements.

3.3.2 Establish cost sharing policies for infrastructure improvements

As part of creating area-wide stormwater and parking systems, as well as other infrastructure improvements consideration should be given to establishing cost sharing policies with private sector developments.

3.3.3 Develop criteria to identify and support catalytic developments

A key goal of the plan is to create an environment to enhance the development of key sites that are currently vacant or underutilized but are in strategic locations and would most likely leverage additional investments.

3.3.4 Support land assembly, code enforcement, and demolition, for redevelopment opportunities

Through strategic use of existing policies and regulations, the redevelopment/investment environment can be encouraged through code enforcement and purchase of available sites to support environmental improvements.

3.4 Improving Physical Appearance

Enhancement of the image of the CRA is encouraged to provide greater investment options, improve tenant recruitment and retention opportunities, enhance overall market brand, and create a greater sense of pride in the community.

3.4.1 State Road 50 and Center lake entryway redevelopment

Create a sense of arrival and create a window to the downtown at the intersection of State Road 50 and 8th Street; new signage, pavement markings, streetscaping and entrance features should be incorporated, as well as enhanced water features in Center Lake.

3.4.2 Design West Lake stormwater facility as a community amenity: 'Wetland Park'

Develop stormwater facilities to accommodate pedestrian activity and provide an improved aesthetic focal point for the surrounding area, creating a connection between the park and the surrounding neighborhood.

3.4.3 Redesign the following as 'green streets'

The "green street" design incorporates low impact stormwater drainage techniques with improved pedestrian streetscapes and form the spine of the connected pedestrian and cycling environment from downtown to Lake Minneola and the park system.

The following are recommended as initial streets to receive this type of treatment.

- Lake Avenue
- West Avenue
- Minneola Avenue
- Desoto Street
- East Avenue

3.4.4 Expand Incentive Grant Programs

Continuing to incorporate the various CRA grant programs addressing facades, code compliance, impact fees, residential renovations, all add to improved physical appearance.

3.4.5 Open Space Enhancements

In keeping with the overall goal of enhancing natural assets of the downtown, the following open spaces or public amenity locations are suggested to receive specific investment attention.

- Passive neighborhood park (part of Wetlands Park)
- Lake Avenue switchback gardens
- Desoto Garden Park
- Lake Dot park
- South Lake Trail extension around Crystal Lake
- Sparkling Water Lake Park

Review the existing criteria and policies and determine if modifications are needed.

3.5 Waterfront Development

As part of an overall initiative, create opportunities that maximize regulatory, administrative, infrastructure, and financial incentives to leverage catalytic type investments throughout the downtown and along the waterfront.

3.5.1 Redesign 'promenade' area for greater utilization (9)

Create a design plan for the 'promenade' area to entice further development and add energy and activity to the downtown core.

3.5.2 Establish a mooring area for boaters

Enhance accessibility to the area by providing a mooring area for boaters on the 8th Street Pier, broadening the visitor base to the area.

3.5.3 Rehabilitate West Beach Lake edge (2)

Upgrade existing waterfront facilities to improve accessibility and functionality promotes diversification of waterfront activities.

3.5.4 Continue to enhance supporting facilities for Rowing Center (6)

The Rowing Center provides diversity of activities along the waterfront, continued enhancement of supporting facilities promotes increased opportunities for athletes, families, and spectators to spend time in the surrounding areas.

3.5.5 Develop 8th Street Plaza

The 8th Street Plaza will draw people to the waterfront area, connecting the waterfront with the downtown area adds energy and activity to the downtown core.

3.5.6 Upgrade Waterfront Park Area (28)

Upgrades to the Waterfront Park Area presents an opportunity to have a linear park experience with many other leisure and recreational activities.

3.5.7 Provide enhancements to Northeast Lake edge (30)

Enhancing the Northeast Lake edge will create a scenic connection along the trail to the waterfront activity areas, indicating to pedestrians and cyclists along the trail that they are arriving in an activity center. The success of the downtown is dependant upon the foundation of supporting infrastructure.

3.6 Economic Development

3.6.1 Support catalytic site opportunities

The ultimate sustainability of a a re-invigorated center city will be determined in large part by the successful development of quality projects on several key parcels identified in the recently completed master plan. These include the following sites:

- Lumber yard site
- 'Bluff' site
- Dormer Police Building site
- "The Landing" site

As noted above, consideration should be given to provide strategic support for thses sites as they are most likely to be catlysts to leverage additional investment.

3.6.2 Continue to provide incentives for the retention and recruitment of businesses along Montrose and Waterfront

Through the application of four grant programs since 2010 the CRA has awarded over \$160,000 in grants which supported the completion of over \$324,000 of projects within the district since 2010. Expanding these grant programs to the waterfront area will promote investment in the area.

3.6.3 Establish funding and development partnerships

Acknowledging that increment resources alone will not be sufficient to implement all of the desired improvements, partnerships with the County, other public funding agencies, non-governmental organizations, and the private sector should be sought to leverage CRA assets as part of the overall redevelopment strategy.

3.6.4 Develop joint marketing opportunities

Visitors and Convention Bureau/Tourist Development Council; athletic and special event promoters; Central Florida Economic Development Commission, should all be sought as possible partners for various CRA related activities.

3.6.5 Continue the façade grant program and implementation of design guidelines

Since beginning the façade grant program in 2010, the program has awarded over \$123,000 in façade improvement grants. Continuation of this grant program along with the implementation of design standards will promote investment in the area.

3.6.6 Support the enhancement of the Historic Village activities and complementary developments

Working with non-profit organizations identify regularly scheduled activities, determine supporting programmatic/project needs, land use options on nearby sites, and West Lake's development impact on the village..

3.6.7 Develop a loan pool to support CRA district investment opportunities

Identify local lending institutions willing to collaborate with CRA to develop criteria and policies to establish a loanpool for businesses and property owners.

3.6.8 Continue to support developments with assistance with building permits, code enforcement, and impact fees

Through the Building Code Assistance program, the Impact Fee Assistance program, and Building Permit Refund program, the CRA has awarded over \$37,000 in grants. Continuation of these grant programs will promote further investment in the area. Other assistance could be incorporated to include sidewalk use for outdoor cafés, meeting ADA and fire code upgrades, to assistance in tenant recruitment, outdoor security camreras and lighting to leverage greater private investment.

3.6.9 Provide up-to-date communications technology infrastructure

Develop an area wide technology infrastructure that provides access to residents and visitors to the latest communications technology with flexibility for upgrade modifications.

3.6.10 Improve access to public restroom facilities

Construct more restroom facilities near City Hall to support events within the downtown.

4.0 Financial Analysis and Implementation Program

The cornerstone of an effective plan is the ability to match resources to the community goals and objectives. Toward that end, it should be understood that the CRA's annual increment revenue is limited and should be used to leverage other types of internal and external funding. There are always more projects than there is money to fund them. It is the intent of the CRA to prioritize the projects and look for ways to fund or find funding for the high priority projects and programs that can be completed by 2043. Based on the projects and programs identified in Chapter 3.0, below is a chart that suggests allocation of types of resources recommended for the respective projects or programs. In describing resources that may be allocated, it should be noted that they do not necessarily need to be financial. In fact, the chart includes four distinct categories in which resource support for projects or programs can be used and are labeled administrative, regulatory, financial, and infrastructure.

1. Administrative resources would include such action as the creation of a one-stop permitting; reorganization of City services to consolidate planning and project management, etc.
2. Regulatory resources would deal with the change in land use policies to allow for housing in commercial areas; increasing the allowable density, signature signing ordinances, loosening parking requirements for certain uses, code enforcement, etc.
3. Financial resources would deal with the direct allocation of funds such as façade grants and loans, land assembly, business improvement grants, demolition of distressed properties, and incentives that may be required for transformational public/private partnerships.
4. Infrastructure resources would include the construction of an area-wide comprehensive stormwater management system that would serve multiple sites; construction of parking facilities, connection of trails and other features incorporating recreational infrastructure, signage, road improvements, sidewalk improvements, etc.

	Resource Allocation Options	Regulatory	Administrative	Financial	Infrastructure
Infrastructure/ Environmental Enhancement					
3.1.1	- Development area wide stormwater system	X	X	X	X
3.1.2	-Upgrade existing stormwater facilities				X
3.1.3	-Support low impact designed 'green streets' and sidewalks	X		X	X
3.1.4	-Incorporate environmentally designed parking facilities			X	X
Access and Mobility					
3.2.1	-Pedestrian connections			X	X
3.2.3	-District parking system	X		X	
3.2.2	-Connect trail system			X	
3.2.5	-Way finding system			X	
3.2.6	-Links to downtown			X	X
Redevelopment Support					
3.3.1	-Modify land use policies	X	X		
3.3.2	-Establish cost sharing	X	X		
3.3.3	-Criteria for catalytic project	X	X		
3.3.4	-Support land assembly/code enforcement/demolition	X	X		
Improving Physical Appearance					
3.4.1	-Entryway redevelopment		X	X	X
3.4.2	-Design WestLake stormwater facility as 'Wetland Park'			X	X
3.4.3	-Redesign select streets as 'green streets'			X	X
3.4.4	-Expand Facade Grant Program		X	X	
3.4.5	-Open Space enhancements	X		X	X
Waterfront Development					
3.5.1	-Redesign 'Promenade' area			X	
3.5.2	-Establish mooring area			X	
3.5.3	-Rehabilitate West Beach Lake edge			X	X
3.5.4	-Enhance support facilities for Rowing Center			X	X
3.5.5	-Develop 8 th Street Plaza			X	X

3.5.6	-Upgrade Waterfront Park Area			X	X
3.5.7	-Enhancements for Northwest Lake Edge			X	X
Economic Development					
3.6.1	-Support catalytic site opportunities	X	X		X
3.6.2	-Incentives for Business Retention/ Recruitment		X	X	
3.6.3	-Partnerships		X	X	
3.6.4	-Joint Marketing		X	X	
3.6.5	-Continue façade grant program		X	X	
3.6.6	-Support enhancement to Historic Village	X	X		
3.6.7	-Develop loan pool	X	X		
3.6.8	-Continue to support development with grant programs		X	X	
3.6.9	-Provide communications technology infrastructure			X	X
3.6.10	-Improve access to public restroom facilities			X	X

The plan identifies a number of projects that are priorities and establishes a process to review funding priorities on an annual or bi-annual basis. A combination of funding strategies should be considered by the CRA Board to fund the key projects list as amended from time to time.

4.1 Increment Funding

Community redevelopment will not be successful without funding through increment financing. Therefore, the ultimate goal of the redevelopment program is to increase the tax base to generate additional revenue for capital improvements and services through implementation of projects and programs, as described in this plan. Managed effectively, tax increment resources can be leveraged to enable the undertaking of a substantial portion of the public projects and also leverage private sector improvements.

With this in mind, the following finance and management practices should be employed.

1. Coordinate with the City departments to strategically devise annual operating and capital improvements budgets to maximize the use of anticipated increment revenues.
2. Coordinate with appropriate City, County, State and other public officials which may be sponsoring capital improvements in the area to maximize the leveraging of CRA resources. This may include the Florida Department of Transportation, the Florida Parks System, the Florida Department of Environmental Protection, and the Citrus County Transportation Planning Organization.
3. Work with the City to augment capital budgets through the use of increment financing and other funding sources for infrastructure improvements such as water, sanitary sewer, electrical, telephone, cable, internet, and stormwater conveyance systems. These supplemental funds should be used for the design and construction of infrastructure improvements to ensure capacity to meet demand based on the future land use activities.

4. Leverage increment revenues through grants, short term commercial loans, or other financial mechanisms to expedite the completion of projects.
5. Work with area banks, the City's finance consultants, and the City Manager's office to research short term and long term debt instruments for financing major public facilities.
6. Work with area financial institutions to develop favorable loan programs for private sector development and property rehabilitation projects.
7. Undertake individual project pro forma analysis on proposed development and redevelopment projects to determine projected revenues and devise strategies to maximize the use of these resources on a site-specific project or on an area wide programmatic basis.

While increment revenues are the base resource of the CRA, it should not be considered the sole source. The key to the successful implementation of the plan will ultimately be determined on the agency's ability to leverage other resources, whether they are private or other public funds. Below are other types of funding sources that may, over the course of the planning horizon, be tapped for one or more projects.

4.2 Special Assessment District

A Special Assessment District is a special district formed by a local government (County, City, Water District, etc.) and includes property that will receive direct benefit from the construction of new public improvements or from the maintenance of existing public improvements. Special assessment districts often take Municipal Service Benefit Units (MSBU's) for capital improvements usually assessed on a linear front footage calculation on private property or Municipal Service Taxing Unit (MSTU's) for services such as police or recreational services and are generally assessed district wide in areas where the additional services are received. The most common types of public improvements financed include roads, sidewalks, street lighting and streetscape improvements, sewer facilities and water facilities. The local CRA that forms the assessment district sells bonds to raise the money to build or acquire the public improvement. The CRA then levies a special assessment against each parcel of land within the district, in proportion to its share of benefit from the improvement. The owners of the assessed land repay the bonds over a period of years through annual assessments, which are included on the County's general ad valorem property tax bill.

4.3 Local Financing

While increment financing is an essential component of any redevelopment project, the mechanism may not generate sufficient revenue to cover all redevelopment investment projects proposed. As discussed above, increment financing uses contributions to the Trust Fund based on increased valuations from new development and as property valuation increases to assist in paying for improvements that stimulate the development. The CRA should consider utilizing additional or alternative financing methods to fund the planned improvements that are either currently available or could be secured in the future. Some of these financing methods that are potential revenue sources for funding redevelopment at the local level include, but are not limited to:

1. General Fund Revenue Sources
2. Local Government Half-Cent Sales Tax
3. Local Option Sales Tax
4. Charges for Services
5. Establishment of a Special Assessment District or Special Improvement District
6. Issuance of General Obligation Bonds Tourist Development Taxes

4.5 Debt Financing

This method essentially requires a community to sell bonds or otherwise borrow money to be repaid from an annual automatic lien on the general fund. Or a community can pay for its infrastructure in the same way a person borrows money to purchase a home. In both instances, the capital need is immediate and high, the equity appreciation reasonably assured, and the monthly or annual principal and interest payments generally fixed. Like all forms of infrastructure financing, there are some disadvantages and risks. This strategy should be used wisely and with caution. One major risk is voter aversion to approving bond issues, which may mean a future increase in property taxes to insure revenues are available to also properly provide coverage of debt service requirements.

4.6 Challenge Strategy

The challenge strategy involves the guaranteed construction of public improvements, but only after private revitalization actively reaches a certain point. This provides incentive for the developer while ensuring both parties, the City and the developer, desired private development will take place along with public improvements. A recognizable schedule of funding can be determined with this strategy and can be selectively implemented, usually on a block-by-block or project-by project basis.

4.7 Private Investment

Generally, this is the single most important source in revitalization, if successful revitalization is to occur, private investment usually must exceed public funding by three to four fold. Such funding takes the form of equity investment and conventional real estate loans.

4.8 Project Equity Position

When the Redevelopment CRA takes an equity position in a project, the CRA contributes cash or land to the project with a return in the form of profit sharing. This CRA participation has the effect of reducing developer costs and can be used for projects such as redevelopment and parking structures.

4.9 Leasing

City-owned land, buildings, equipment, etc. can be leased to developers for projects. For the developer, this eliminates the need for capital investment in land, buildings, etc. or debt service on money borrowed to finance the purchase of such things as land, building, and equipment. The City receives lease payments which are deductible from the developer's income tax. The lease may also include a purchase option.

4.10 Key Incentives/Funding Sources

In addition to the above, there are numerous federal and state funding sources that, while competitive, may provide other opportunities for additional outside resources. The following is a list of some of the more programs that may be opportunities for solicitation.

4.11 Federal

1. Small Business Administration (SBA)
2. Economic Development Program (EDP)

3. Economic Development & Growth Enhancement Programs (EDGE)
4. Brownfields Incentives
5. New Market Tax Credits Program (NMTC)
6. Low Income Housing Tax Credits (LIHTC)
7. Community Investment Program (CIP)
8. Affordable Housing Program (AHP)
9. HOME Investment Partnership Program
10. Community Block Grant Program (CDBG)
11. HUD Section 811/202 (Elderly Housing)
12. Good Neighbor Next Door (Law enforcement/teacher home ownership discounts)
13. HUD Section 108 Loan Guarantee Program
14. Keep America Beautiful Grant
15. Intermodal Surface Transportation Enhancement Act Grants (ISTEA)
16. New Markets Tax Credits Program

4.12 State

1. Qualified Target Industry Tax Refund Program (QTI) – Requires participation by a targeted industry
2. High Impact Performance Incentive Grant (HIPI) – Requires participation of a targeted industry
3. Capital Investment Tax Credit (CITI) – Requires participation of a targeted industry
4. Quick Response Training (QRT) – Direct benefit to employer
5. Brownfields Incentives
6. Urban Job Tax Credit
7. Housing Credits
8. State Housing Initiatives Partnership Program (SHIP)
9. Enterprise Zone or Florida Brownfield programming
10. FDOT Highway Beautification Grants
11. Florida Recreation Development Assistance Program (FRDAP)
12. State New Markets Tax Credits Program

This list is not all inclusive but does provide an overview of possible funding sources for a variety of redevelopment and economic development related programs. It should be noted that availability of resources may be dependent on federal and state budget allocations, competitive applications, and availability of local matching funds.

4.13 Local

Support from local foundations or institutions should also be solicited as a source for capital or operational program costs.

4.14 Increment Revenue Projections

The following chart provides estimates of the increment revenues projected through 2043.

The low projections are based on three assumptions:

1. There are no changes in the current millage rate;
2. There is only a modest increase in the taxable valuation of 2% per year over this period;
3. There is no new construction.

This should be considered a conservative projection but does provide a near term order of magnitude of the increment resources that may be available to leverage resources for the highest priorities.

Table 1 Increment Revenue Projections

Estimated Property Tax Increment, Clermont CRA								
FYE	Base + Appreciation	Less Base	Total TV Subject to TIF	Clermont*	Lake County**	Ambulance MSTU***	Water Authority****	Total to CRA
2014	\$36,284,304	\$14,916,236	\$ 21,368,068	\$ 75,697	\$ 109,123	\$ 9,379	\$ 5,202	\$ 199,401
2015	36,469,811	14,916,236	21,553,575	80,373	116,079	9,977	5,505	\$ 211,934
2016	37,381,556	14,916,236	22,465,320	83,773	120,989	10,399	5,738	\$ 220,899
2017	38,316,095	14,916,236	23,399,859	87,258	126,022	10,832	5,976	\$ 230,088
2018	39,273,997	14,916,236	24,357,761	90,830	131,181	11,275	6,221	\$ 239,507
2019	40,255,847	14,916,236	25,339,611	94,491	136,469	11,730	6,472	\$ 249,162
2020	41,262,243	14,916,236	26,346,007	98,244	141,889	12,196	6,729	\$ 259,058
2021	42,293,799	14,916,236	27,377,563	102,091	147,445	12,673	6,992	\$ 269,201
2022	43,351,144	14,916,236	28,434,908	106,034	153,141	13,163	7,262	\$ 279,600
2023	44,434,923	14,916,236	29,518,687	110,075	158,978	13,664	7,539	\$ 290,256
2024	45,545,796	14,916,236	30,629,560	114,218	164,959	14,178	7,823	\$ 301,178
2025	46,684,441	14,916,236	31,768,205	118,464	171,091	14,706	8,114	\$ 312,375
2026	47,851,552	14,916,236	32,935,316	122,816	177,376	15,246	8,412	\$ 323,850
2027	49,047,841	14,916,236	34,131,605	127,277	183,819	15,800	8,717	\$ 335,613
2028	50,274,037	14,916,236	35,357,801	131,849	190,423	16,367	9,030	\$ 347,669
2029	51,530,888	14,916,236	36,614,652	136,536	197,192	16,949	9,351	\$ 360,028
2030	52,819,160	14,916,236	37,902,924	141,340	204,130	17,545	9,680	\$ 372,695
2031	54,139,639	14,916,236	39,223,403	146,264	211,242	18,157	10,018	\$ 385,681
2032	55,493,130	14,916,236	40,576,894	151,311	218,531	18,783	10,363	\$ 398,988
2033	56,880,458	14,916,236	41,964,222	156,485	226,003	19,425	10,718	\$ 412,631
2034	58,302,469	14,916,236	43,386,233	161,787	233,661	20,083	11,081	\$ 426,612
2035	59,760,031	14,916,236	44,843,795	167,223	241,514	20,758	11,453	\$ 440,948
2036	61,254,032	14,916,236	46,337,796	172,794	249,560	21,450	11,835	\$ 455,639
2037	62,785,383	14,916,236	47,869,147	178,504	257,804	22,159	12,226	\$ 470,693
2038	64,355,018	14,916,236	49,438,782	184,357	266,258	22,885	12,627	\$ 486,127
2039	65,963,893	14,916,236	51,047,657	190,357	274,922	23,630	13,038	\$ 501,947
2040	67,612,990	14,916,236	52,696,754	196,506	283,804	24,393	13,459	\$ 518,162
2041	69,303,315	14,916,236	54,387,079	202,809	292,907	25,176	13,890	\$ 534,782
2042	71,035,898	14,916,236	56,119,662	235,703	302,238	25,978	14,333	\$ 578,252
2043	72,811,795	14,916,236	57,895,559	243,161	311,802	26,800	14,787	\$ 596,550
2044	74,632,090	14,916,236	59,715,854	250,807	321,606	27,642	15,251	\$ 615,306
2045	76,497,892	14,916,236	61,581,656	258,643	331,654	28,506	15,728	\$ 634,531
2046	78,410,339	14,916,236	63,494,103	266,675	341,954	29,391	16,216	\$ 654,236
2047	80,370,597	14,916,236	65,454,361	274,908	352,511	30,299	16,717	\$ 674,435
2048	82,379,862	14,916,236	67,463,626	283,347	363,332	31,229	17,230	\$ 695,138
2049	84,439,359	14,916,236	69,523,123	291,997	374,424	32,182	17,756	\$ 716,359
2050	86,550,343	14,916,236	71,634,107	300,863	385,793	33,159	18,295	\$ 738,110
2051	88,714,102	14,916,236	73,797,866	309,951	397,446	34,161	18,848	\$ 760,406
2052	90,931,955	14,916,236	76,015,719	319,266	409,390	35,188	19,414	\$ 783,258
2053	93,205,254	14,916,236	78,289,018	328,814	421,633	36,240	19,995	\$ 806,682
2054	95,535,385	14,916,236	80,619,149	338,600	434,182	37,319	20,590	\$ 830,691
2055	97,923,770	14,916,236	83,007,534	348,632	447,045	38,424	21,200	\$ 855,301
2056	100,371,864	14,916,236	85,455,628	358,914	460,230	39,557	21,825	\$ 880,526
2057	102,881,161	14,916,236	87,964,925	369,453	473,744	40,719	22,466	\$ 906,382
Total				\$ 8,509,497	\$ 11,515,496	\$ 989,772	\$ 546,122	\$ 21,560,887
Annual Average				\$ 193,398	\$ 261,716	\$ 22,495	\$ 12,412	\$ 490,020
Note: 2.5% Appreciation of Values								
*City of Clermont Millage Rate = 3.729								
**Lake County's millage rate = 5.3856								
***Ambulance MSTU = 0.4629								
****Water Authority Millage Rate = 0.2554								

Estimated Property Tax Increment, Clermont CRA + Expansion Area							
FYE	Base + Appreciation	Less Base	Total TV Subject to TIF	Clermont*	Lake County**	Water Authority***	Total to CRA
2014	\$ 51,350,780	\$ 29,982,712	\$ 21,368,068	\$ 75,697	\$ 109,123	\$ 5,202	\$ 190,022
2015	51,912,949	29,982,712	21,930,237	81,778	118,107	5,601	205,486
2016	53,210,772	29,982,712	23,228,060	86,617	125,097	5,932	217,646
2017	54,541,041	29,982,712	24,558,329	91,578	132,261	6,272	230,111
2018	55,904,567	29,982,712	25,921,855	96,663	139,605	6,620	242,888
2019	57,302,181	29,982,712	27,319,469	101,874	147,132	6,977	255,983
2020	58,734,735	29,982,712	28,752,023	107,216	154,847	7,343	269,406
2021	60,203,103	29,982,712	30,220,391	112,692	162,755	7,718	283,165
2022	61,708,181	29,982,712	31,725,469	118,304	170,863	8,103	297,270
2023	63,250,886	29,982,712	33,268,174	124,057	179,171	8,497	311,725
2024	64,832,158	29,982,712	34,849,446	129,954	187,685	8,901	326,540
2025	66,452,962	29,982,712	36,470,250	135,998	196,414	9,315	341,727
2026	68,114,286	29,982,712	38,131,574	142,193	205,361	9,739	357,293
2027	69,817,143	29,982,712	39,834,431	148,543	214,532	10,174	373,249
2028	71,562,572	29,982,712	41,579,860	155,051	223,932	10,619	389,602
2029	73,351,636	29,982,712	43,368,924	161,723	233,568	11,076	406,367
2030	75,185,427	29,982,712	45,202,715	168,561	243,444	11,545	423,550
2031	77,065,063	29,982,712	47,082,351	175,570	253,567	12,025	441,162
2032	78,991,690	29,982,712	49,008,978	182,754	263,943	12,517	459,214
2033	80,966,482	29,982,712	50,983,770	190,118	274,578	13,021	477,717
2034	82,990,644	29,982,712	53,007,932	197,667	285,480	13,538	496,685
2035	85,065,410	29,982,712	55,082,698	205,403	296,657	14,068	516,128
2036	87,192,045	29,982,712	57,209,333	213,334	308,111	14,611	536,056
2037	89,371,846	29,982,712	59,389,134	221,462	319,846	15,168	556,476
2038	91,606,143	29,982,712	61,623,431	229,794	331,879	15,739	577,412
2039	93,896,296	29,982,712	63,913,584	238,334	344,213	16,324	598,871
2040	96,243,703	29,982,712	66,260,991	247,087	356,855	16,923	620,865
2041	98,649,796	29,982,712	68,667,084	256,060	369,813	17,538	643,411
2042	101,116,041	29,982,712	71,133,329	298,760	383,096	18,167	700,023
2043	103,643,942	29,982,712	73,661,230	309,377	396,710	18,813	724,900
2044	106,235,041	29,982,712	76,252,329	320,260	410,665	19,475	750,400
2045	108,890,917	29,982,712	78,908,205	331,414	424,968	20,153	776,535
2046	111,613,190	29,982,712	81,630,478	342,848	439,629	20,848	803,325
2047	114,403,519	29,982,712	84,420,807	354,567	454,657	21,561	830,785
2048	117,263,607	29,982,712	87,280,895	366,580	470,060	22,292	858,932
2049	120,195,198	29,982,712	90,212,486	378,892	485,848	23,040	887,780
2050	123,200,078	29,982,712	93,217,366	391,513	502,031	23,808	917,352
2051	126,280,080	29,982,712	96,297,368	404,449	518,619	24,594	947,662
2052	129,437,082	29,982,712	99,454,370	417,708	535,621	25,401	978,730
2053	132,673,009	29,982,712	102,690,297	431,299	553,049	26,227	1,010,575
2054	135,989,834	29,982,712	106,007,122	445,230	570,912	27,074	1,043,216
2055	139,389,580	29,982,712	109,406,868	459,509	589,222	27,943	1,076,674
2056	142,874,319	29,982,712	112,891,607	474,145	607,989	28,833	1,110,967
2057	146,446,177	29,982,712	116,463,465	489,147	627,226	29,745	1,146,118
Total				\$10,611,780	\$14,319,141	\$ 679,080	\$ 25,610,001
Annual Average				\$ 241,177	\$ 325,435	\$ 15,434	\$ 582,045
Note: 2.5% Appreciation of Values							
*City of Clermont Millage Rate = 3.729							
**Lake County's millage rate = 5.3856							
***Water Authority Millage Rate = 0.2554							

4.15 Capital Improvement Program

Work with the County, FDOT, St. Johns Water Management District and other agencies as needed to ensure provision of the necessary public facilities at acceptable levels of service to accommodate existing needs as well as new demands as proposed development occurs within the Redevelopment Area. All references to "Agency" refer to the Community Redevelopment Agency (CRA) created as part of this overall plan.

4.15.1 Stormwater Management and Utility Improvements

The creation of a stormwater management system is a key element to the overall improvement of the area impacting the flooding issues, water quality, and development opportunities.

Objectives

1. In cooperation and coordination with the City, County, other agencies, and property owners as needed, the Agency will formulate an inventory of capital improvement needs to support existing and future demands anticipated by redevelopment activities. It will also formulate a five-year capital improvement program in which projects are coordinated among all appropriate agencies and will annually incorporate funding into the budget and amended five-year capital program to coordinate with the City and other agencies to provide the needed public facilities.
2. The Agency will continue to work with all appropriate government, private utilities and property owners to ensure the efficient provision of adequate services for future development including electricity, telecommunications, cable television, water, stormwater, sanitary sewer, gas, and solid waste.
3. The Agency will formulate a program of streetscape improvements to assist in implementing the State Road 50 developments.
4. The Agency will coordinate with the City, County, St Johns River Water Management District, other public agencies, and private property owners as needed to formulate a regional approach to stormwater management. This includes working with regulatory agencies to develop creative solutions to problems that inhibit rehabilitation and development.
5. The Agency will work with the City, County, St Johns River Water Management District and other public agencies and private organizations as needed to identify and implement alternative water supplies, re-use systems and other innovative and conservation techniques into public facilities and infrastructure planning.

Roadway and Transportation Improvements

Plan and support a safe efficient traffic circulation system that provides sufficient access for all modes of transportation between residential and commercial areas within the Redevelopment Area and the balance of the community.

Objectives

1. The Agency will continue to work with FDOT to implement improvements along State Road 50.
2. The Agency will work with FDOT to employ access management strategies including reconfiguration of center medians, and driveway access points, on State Road 50.
3. The Agency will work with the City, County, and FDOT to assess existing traffic patterns and pursue any vehicular transportation improvements which may include access control, vacating of rights of way, redistribution of traffic, roadway realignment, directional changes in traffic flow, and other measures which will improve traffic and traveling convenience.

4. The Agency will have the area-wide transit providers, including Citrus County Transit, to encourage the expansion of an efficient mass transportation system, construction of bus shelters and other physical improvements which will enhance the comfort and convenience of the system.
5. The Agency will work with the City, County, FDOT and private property owners as needed to create a safe, secure, appealing, and efficient pedestrian system linking the residential, commercial, and public lands.
6. The Agency will encourage pedestrian and bicycle pathways through the redevelopment area, appropriately designed and separated from auto circulation for safety purposes, to be used as positive tools to improve the area's environment in conjunction with the use of landscaping and other visual treatments.
7. The Agency will work with the City, County, FDOT and private property owners as needed to provide interconnection of uses and areas by connecting driveways and parking lots, or constructing new roadway connections in appropriate areas.
8. The Agency will prevent the creation of negative impacts upon pedestrian movement within the CRA.

4.16 Government/Redevelopment Administration

Create an administrative framework and financial mechanisms necessary to achieve the goals and objectives of the Redevelopment Plan. Review existing City policies and procedures to ensure timely and effective levels of service.

4.16.1 Agency Administration

Initially set up the management and administration framework necessary to initiate the implementation of the adopted Redevelopment Plan.

Objectives

1. The Agency will be administered initially by assigned City staff.
2. The Agency will formulate and adopt by-laws to provide guidelines for the function of the governing board.
3. The Agency will formulate and adopt policies and procedures including, but not limited to:
 - Finance, debt, and budget policies that will include appropriate procedures for five-year capital planning and annual budgeting. It will also include guidance for the agency regarding the budgeting and expenditure of funds on operating, capital, and non-capital expenditures.
 - Policies for the expenditure of increment revenues on privately initiated development, redevelopment, and renovation projects.
 - Policies for the acquisition and disposition of real property.
 - Policies for assisting residents and tenants with relocation in publicly funded acquisition projects.
4. The Agency will have the ability to leverage increment revenues with other funds by applying for grants, commercial loans, or other financial mechanisms to expedite the completion of capital projects.
5. The Agency will annually evaluate its strategic objectives to be consistent with objectives contained in the City's Comprehensive Plan.
6. The Agency will have the ability to participate in the planning process, develop the appropriate administrative policies, and will coordinate with the City to streamline the permitting process, as needed, to implement the Redevelopment Plan effectively.

7. The Agency will have the ability to work with the City to facilitate the expeditious approval of private development projects that further the goals and objectives of the Redevelopment Plan.
8. The Agency will have the ability to work with the various public and private leaders.
9. The Agency will utilize community leaders' talents to initiate desirable special events and activities to develop and implement sound marketing and promotional strategies.
10. The Agency will have the ability to promote effective communication with the residents and businesses throughout the community to garner public input, understanding, and support.
11. The Agency will have the ability to enhance public information services for all aspects of the redevelopment program via methods such as newspaper reporting, a more comprehensive city newsletter, advertisements, speaking engagements at neighborhood and civic organization meetings, internet web sites, other electronic media, etc.

4.16.2 Land Use and Development Regulations

Work with the City, County, private property owners, and others as needed to implement future land use and zoning regulations and implement development of the Redevelopment Area.

Objectives

1. The Agency will have the ability to utilize available public and private resources through the redevelopment process, acquire land (if needed), master plan, design, and construct new development. The CRA may develop all or part of the Redevelopment Area independent of or in conjunction with the private sector, including hiring of design and construction professionals, and/or disposition of its interest in real property pursuant to the provisions of the Redevelopment Act.
2. The Agency will have the ability to implement land acquisition strategies to target sites for demolition and redevelopment to new improved land uses based on market opportunities ensuring consistency with objectives contained in the Redevelopment Plan pursuant to acquisition policies of the Agency.
3. The Agency will have the ability to promote and locate strategic land use activities of regional importance within the Redevelopment Area to capture additional market opportunities while reinforcing the unique character of the community.

4.17 Redevelopment Policy

Eliminate the conditions of blight identified in the Findings of Necessity and other such conditions as they may present themselves from time to time.

4.17.1 Focus on Existing Blighting Influences

Initial years' focus should address the higher priority blighting influences identified by the community and the Finding of Necessity study.

Objectives

1. The Agency will have the ability to regularly review its projects and programs to ensure that it is focused on eliminating the conditions identified in the Findings of Necessity as follows:
 - The street layout contributes to inefficient and unsafe traffic circulation.
 - Lots in some residential areas are smaller than the minimum required by Code, and some commercial lots are too small to be redeveloped using current land development regulations.
 - There is a general deterioration of housing stock and a number of commercial buildings exhibit deterioration of site or building conditions.
 - Diversity of land ownership makes redevelopment difficult.

- There are land use conflicts between commercial and residential with minimal buffers.
 - There is a lack of pedestrian and vehicular connectivity in parts of the community.
 - A number of paved roads have no sidewalks, curbs, gutters and show deterioration of the underlying roadbed.
2. The Agency will have the ability to work toward the elimination of other blighting influences including:
- Dilapidated and unsafe structures through land acquisition and the demolition and removal of derelict structures where it is deemed appropriate.
 - Existing substandard structures through enforcement of the City's housing and building codes and the provision of financial incentives for rehabilitation.
 - Unsanitary and unsightly outside storage conditions through enforcement and revision of City zoning codes.
 - Unsanitary and unsightly dumpsters used for the storage and removal of solid waste through consolidation of service and the revision of contracts with solid waste service providers, which designate separate service areas.
 - Nonconforming uses that detract from the character of the community, hindering investment opportunities through negotiation, acquisition, exchange, transfer of development rights, or any other available means in cooperation with property owners.

4.17.2 Prevent the Future Occurrence of Slum and Blight

The Agency will be proactive in identifying policies, actions, or developments that may contribute to preventing future blighting conditions.

Objectives

1. The Agency will have the ability to work with the city departments, Planning and Zoning Board, residents of the area, and the City Council to upgrade the zoning classifications within the Redevelopment Area to include architectural design standards for new construction and rehabilitation.
2. The Agency will have the ability to work with area economic development organizations to formulate economic development strategies for the Redevelopment Area that will ensure future economic stability and job creation.
3. The Agency will have the ability to eliminate conditions that decrease property values and reduce the tax base.
4. The Agency will have the ability to create programs promoting development and rehabilitation of properties including financial or other economic incentives to facilitate new investment in the Redevelopment Area thereby increasing the tax base.
5. The Agency will have the ability to support programming and invest in those programs designed to identify, mitigate, or correct conditions of contamination as identified by the Agency, City, County, or third-party.

4.17.3 Land Assembly and Demolition

Encourage the acquisition, demolition, and reuse of those properties, which, by virtue of their location, condition, or value no longer function at their highest potential economic use, are blighting influences or have a negative effect on revitalization efforts.

Objectives

1. The Agency will have the ability to work with public agencies and private organizations to facilitate redevelopment of the CRA Area including but not limited to holding events, concerts, farmers'

markets, etc. on the land, renovating and reusing existing structures, and/or soliciting development partner(s) for the purpose of redeveloping all or part of the area.

2. The Agency will have the ability to develop a land acquisition policy to ensure that future acquisitions provide the greatest impact on fulfilling the objectives of the redevelopment program.
3. The Agency will have the ability to work with owners of properties located within redevelopment project areas to encourage their cooperative participation in Agency sponsored redevelopment projects.
4. The Agency will have the ability to encourage partnerships among the property owners, the private sector, and the public sector in order to implement proposed redevelopment projects that will achieve public goals.
5. The Agency will have the ability to formulate and adopt acquisition and relocation policies to address the needs of those whose properties will undergo reuse activities. This includes acquisition of commercial and residential properties, as well as relocation of the respective occupants.
6. The Agency will have the ability to formulate and adopt policies and incentive programs to encourage the private sector to participate in redevelopment projects and programs.

4.17.4 Oversee Future Development Proposals

Establishing guidelines and standards that are consistently applied to all development and help ensure quality and protection of investments in the redevelopment area.

Objectives

1. The Agency will have the ability to encourage the City to establish a Community Appearance Board for review of development proposals.
2. The Agency will have the ability to encourage the City to formulate and adopt development design or architectural standards to improve community appearance.

4.18 Overall Economic Development Approach

Establish a diverse, identifiable character for the Redevelopment Area while promoting economic vitality through private sector investment.

4.18.1 Supporting Existing Businesses and New Investment

Create a proactive environment supporting existing businesses and encouraging new business development and capital investment.

Objectives

1. The Agency will have the ability to establish partnerships between the public sector and private sector for the purpose of promoting the mutual benefits of proposed redevelopment projects with particular emphasis on the three or four catalysts sites identified in the CRA Waterfront District Master Concept Plan (August, 2013).
2. The Agency will have the ability to continue to identify opportunities for all sectors of the economy and work toward successful implementation of projects and programs within the Redevelopment Area.
3. The Agency will have the ability to improve the investment image of the Redevelopment Area and utilize selected public actions to stimulate private investment including streetscaping, landscaping, and gateway enhancements, as well as conducting and sponsoring area events and promotions.

4. The Agency will have the ability to expand the economic base of the Redevelopment Area retaining existing jobs while creating new diverse employment opportunities by implementing improvements to and around the Citrus Avenue and the waterfront area.
5. The Agency will have the ability to create investment opportunities that will increase the tax base thereby generating additional revenues to finance actions that support public goals.
6. The Agency will have the ability to work with the City, County, Chamber, and Economic Development Council, Tourist Development Council, and other organizations and agencies as appropriate to establish business retention, recruitment, and expansion programs including but not limited to creation of a business incubator, small business assistance program, and other programs that can help local entrepreneurs establish and grow businesses in the Redevelopment Area.
7. Provide "brownfields" incentives including clean-up credits, investment credits, and incentive measures for developers.
8. The Agency will have the ability to design and fund financial incentive initiatives to support business formation, relocation, expansion, and job creation.

4.18.2 Revitalize Commercial Corridors

Invigorate the business community and revitalize existing commercial properties.

Objectives

1. The Agency will have the ability to support the City, County, Chamber and Economic Development Council to encourage their integration into the redevelopment process, including the support of downtown business organizations, non-profit community development corporations, or other mechanisms as a conduit for sharing information and implementing appropriate redevelopment programs.
2. The Agency will have the ability to consider the creation of programs to assist properties to implement and develop strategies for public and private sector reinvestment in struggling commercial properties with high vacancy rates to receive the benefits of such programs that may be developed.
3. The Agency will have the ability to evaluate economic development and revitalization tools and work with members of the community to utilize these tools locally including but not necessarily limited to creation of;
 - Small business incubator or innovation center
 - Main Street program (or use of the Main Street approach)
 - Community development corporation
 - Community development finance institutions
 - State recognized Brownfield district
 - Other options and opportunities as available and appropriate
4. The Agency will have the ability to formulate a master plan for the revitalization of the Downtown and Waterfront area including recruitment of employers and construction of infrastructure necessary to support revitalization.

4.18.3 Market the Redevelopment Area

Market the CRA Area as a major destination point to promote recreational and eco-tourism.

Objectives

1. The Agency will have the ability to work with the Lake County Tourist Development Council (TDC) and the State's Visit Florida and similar agencies, to promote the Redevelopment Area and market its assets as related to the community's recreational, environmental and eco-tourism attributes and activities.
2. The Agency will have the ability to work with County and State agencies to ensure sufficient funding for marketing that includes local and regional promotional efforts.
3. The Agency will have the ability to maximize marketing opportunities in conjunction with other promotional organizations in the region and State.
4. The Agency will have the ability to project the image of the Redevelopment Area as a safe and exciting place to go while encouraging both business and family oriented patronage by continuing to sponsor and hold community events, recreational, eco-tourism, and other promotional activities.

5.0 Statutory Provisions

5.1 The Trust Fund

Chapter 163.387 Redevelopment trust fund.

(1)(a) After approval of a community redevelopment plan, there may be established for each community redevelopment agency created under s. 163.356 a redevelopment trust fund. Funds allocated to and deposited into this fund shall be used by the agency to finance or refinance any community redevelopment it undertakes pursuant to the approved community redevelopment plan. No community redevelopment agency may receive or spend any increment revenues pursuant to this section unless and until the governing body has, by ordinance, created the trust fund and provided for the funding of the redevelopment trust fund until the time certain set forth in the community redevelopment plan as required by s. 163.362(10). Such ordinance may be adopted only after the governing body has approved a community redevelopment plan. The annual funding of the redevelopment trust fund shall be in an amount not less than that increment in the income, proceeds, revenues, and funds of each taxing authority derived from or held in connection with the undertaking and carrying out of community redevelopment under this part.

5.2 Redevelopment Powers

Upon a "Finding of Necessity" by the governing body and upon further finding that there is a need for a community redevelopment agency to function in the county or municipality to carry out community redevelopment purposes, any county or municipality may create a public body corporate and politic to be known as a "Community Redevelopment Agency." The Agency shall be constituted as a public instrumentality, and be afforded the authority to exercise the powers conferred by Florida Statute Chapter 163 Title XI.

Part I – Introduction, History & Background describes the redevelopment powers available to the City of Clermont as provided in the Act. However, these powers can only be employed by the Agency if authorized by the Plan. In that regard, the Downtown Clermont Redevelopment Agency is vested with the following powers pursuant to Florida Statutes, Section 163.370.

1. Cities and municipalities may not exercise the power of eminent domain for the purpose of preventing or eliminating a slum area or blighted area as defined in this part; however, cities and municipalities may acquire property by eminent domain within a community redevelopment area, subject to the limitations set forth in ss. 73.013 and 73.014 or other general law.
2. Every city and municipality shall have all the powers necessary or convenient to carry out and effectuate the purposes and provisions of this part, including the following powers in addition to others herein granted:
 - A. To make and execute contracts and other instruments necessary or convenient to the exercise of its powers under this part.
 - B. To disseminate slum clearance and community redevelopment information.
 - C. To undertake and carry out community redevelopment and related activities within the community redevelopment area, which may include:
 - Acquisition of property within a slum area or a blighted area by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition.
 - Demolition and removal of buildings and improvements.

- Installation, construction, or reconstruction of streets, utilities, parks, playgrounds, public areas of major hotels that are constructed in support of convention centers, including meeting rooms, banquet facilities, parking garages, lobbies, and passageways, and other improvements necessary for carrying out in the community redevelopment area the community redevelopment objectives of this part in accordance with the community redevelopment plan.
 - Disposition of any property acquired in the community redevelopment area at its fair value as provided in s. 163.380 for uses in accordance with the community redevelopment plan.
 - Carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements in accordance with the community redevelopment plan.
 - Acquisition by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition of real property in the community redevelopment area which, under the community redevelopment plan, is to be repaired or rehabilitated for dwelling use or related facilities, repair or rehabilitation of the structures for guidance purposes, and resale of the property.
 - Acquisition by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition of any other real property in the community redevelopment area when necessary to eliminate unhealthful, unsanitary, or unsafe conditions; lessen density; eliminate obsolete or other uses detrimental to the public welfare; or otherwise to remove or prevent the spread of blight or deterioration or to provide land for needed public facilities.
 - Acquisition, without regard to any requirement that the area be a slum or blighted area, of air rights in an area consisting principally of land in highways, railway or subway tracks, bridge or tunnel entrances, or other similar facilities which have a blighting influence on the surrounding area and over which air rights sites are to be developed for the elimination of such blighting influences and for the provision of housing (and related facilities and uses) designed specifically for, and limited to, families and individuals of low or moderate income.
 - Acquisition by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition of property in unincorporated enclaves surrounded by the boundaries of a community redevelopment area when it is determined necessary by the agency to accomplish the community redevelopment plan.
 - Construction of foundations and platforms necessary for the provision of air rights sites of housing (and related facilities and uses) designed specifically for, and limited to, families and individuals of low or moderate income.
- D. To provide, or to arrange or contract for, the furnishing or repair by any person or agency, public or private, of services, privileges, works, streets, roads, public utilities, or other facilities for or in connection with a community redevelopment; to install, construct, and reconstruct streets, utilities, parks, playgrounds, and other public improvements; and to agree to any conditions that it deems reasonable and appropriate which are attached to federal financial assistance and imposed pursuant to federal law relating to the determination of prevailing salaries or wages or compliance with labor standards, in the undertaking or carrying out of a community redevelopment and related activities, and to include in any contract let in connection with such redevelopment and related activities provisions to fulfill such of the conditions as it deems reasonable and appropriate.
- E. Within the community redevelopment area:
- To enter into any building or property in any community redevelopment area in order to make inspections, surveys, appraisals, soundings, or test borings and to obtain an order for this purpose from a court of competent jurisdiction in the event entry is denied or resisted.
 - To acquire by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition any personal or real property, together with any improvements thereon.

- To hold, improve, clear, or prepare for redevelopment any such property.
 - To mortgage, pledge, hypothecate, or otherwise encumber or dispose of any real property.
 - To insure or provide for the insurance of any real or personal property or operations of the county or municipality against any risks or hazards, including the power to pay premiums on any such insurance.
 - To enter into any contracts necessary to effectuate the purposes of this part.
 - To solicit requests for proposals for redevelopment of parcels of real property contemplated by a community redevelopment plan to be acquired for redevelopment purposes by a community redevelopment agency and, as a result of such requests for proposals, to advertise for the disposition of such real property to private persons pursuant to s. 163.380 prior to acquisition of such real property by the community redevelopment agency.
- F. To invest any community redevelopment funds held in reserves or sinking funds or any such funds not required for immediate disbursement in property or securities in which savings banks may legally invest funds subject to their control and to redeem such bonds as have been issued pursuant to s. 163.385 at the redemption price established therein or to purchase such bonds at less than redemption price, all such bonds so redeemed or purchased to be canceled.
- G. To borrow money and to apply for and accept advances, loans, grants, contributions, and any other form of financial assistance from the Federal Government or the state, county, or other public body or from any sources, public or private, for the purposes of this part and to give such security as may be required and to enter into and carry out contracts or agreements in connection therewith; and to include in any contract for financial assistance with the Federal Government for or with respect to community redevelopment and related activities such conditions imposed pursuant to federal laws as the county or municipality deems reasonable and appropriate which are not inconsistent with the purposes of this part.
- H. To make or have made all surveys and plans necessary to the carrying out of the purposes of this part; to contract with any person, public or private, in making and carrying out such plans; and to adopt or approve, modify, and amend such plans, which plans may include, but are not limited to:
- Plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements.
 - Plans for the enforcement of state and local laws, codes, and regulations relating to the use of land and the use and occupancy of buildings and improvements and to the compulsory repair, rehabilitation, demolition, or removal of buildings and improvements.
 - Appraisals, title searches, surveys, studies, and other plans and work necessary to prepare for the undertaking of community redevelopment and related activities.
- I. To develop, test, and report methods and techniques, and carry out demonstrations and other activities, for the prevention and the elimination of slums and urban blight and developing and demonstrating new or improved means of providing housing for families and persons of low income.
- J. To apply for, accept, and utilize grants of funds from the Federal Government for such purposes.
- K. To prepare plans for and assist in the relocation of persons (including individuals, families, business concerns, nonprofit organizations, and others) displaced from a community redevelopment area and to make relocation payments to or with respect to such persons for moving expenses and losses of property for which reimbursement or compensation is not otherwise made, including the making of such payments financed by the Federal Government.
- L. To appropriate such funds and make such expenditures as are necessary to carry out the purposes of this part; to zone or rezone any part of the county or municipality or make exceptions from building regulations; and to enter into agreements with a housing authority,

which agreements may extend over any period, notwithstanding any provision or rule of law to the contrary, respecting action to be taken by such county or municipality pursuant to any of the powers granted by this part.

- M. To close, vacate, plan, or replan streets, roads, sidewalks, ways, or other places and to plan or replan any part of the county or municipality.
 - N. To organize, coordinate, and direct the administration of the provisions of this part, as they may apply to such county or municipality, in order that the objective of remedying slum and blighted areas and preventing the causes thereof within such county or municipality may be most effectively promoted and achieved and to establish such new office or offices of the county or municipality or to reorganize existing offices in order to carry out such purpose most effectively.
 - O. To develop and implement community policing innovations.
3. The following projects may not be paid for or financed by increment revenues:
- A. Construction or expansion of administrative buildings for public bodies or police and fire buildings, unless each taxing authority agrees to such method of financing for the construction or expansion, or unless the construction or expansion is contemplated as part of a community policing innovation.
 - B. Installation, construction, reconstruction, repair, or alteration of any publicly owned capital improvements or projects if such projects or improvements were scheduled to be installed, constructed, reconstructed, repaired, or altered within 3 years of the approval of the community redevelopment plan by the governing body pursuant to a previously approved public capital improvement or project schedule or plan of the governing body which approved the community redevelopment plan unless and until such projects or improvements have been removed from such schedule or plan of the governing body and 3 years have elapsed since such removal or such projects or improvements were identified in such schedule or plan to be funded, in whole or in part, with funds on deposit within the community redevelopment trust fund.
 - C. General government operating expenses unrelated to the planning and carrying out of a community redevelopment plan.
4. With the approval of the governing body, a community redevelopment agency may:
- A. Prior to approval of a community redevelopment plan or approval of any modifications of the plan, acquire real property in a community redevelopment area by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition; demolish and remove any structures on the property; and pay all costs related to the acquisition, demolition, or removal, including any administrative or relocation expenses.
 - B. Assume the responsibility to bear any loss that may arise as the result of the exercise of authority under this subsection, in the event that the real property is not made part of the community redevelopment area.

The following powers shall remain vested in the Clermont City Council:

- The power to determine an area to be a slum or blighted area, or combination thereof, to designate such area as appropriate for a Community Redevelopment Project, and to hold any public hearings required with respect thereto
- The power to grant final approval to Community Redevelopment Plans and modifications thereof
- The power to authorize the issuance of revenue bonds as set forth in Section 163.385

5.3 Relocation Procedures

The Agency shall be constituted as a public instrumentality, and be afforded the authority to exercise the powers conferred by Florida Statute Chapter 163 Title XI including:

To prepare plans for and assist in the relocation of persons (including individuals, families, business concerns, nonprofit organizations, and others) displaced from a community redevelopment area and to make relocation payments to or with respect to such persons for moving expenses and losses of property for which reimbursement or compensation is not otherwise made, including the making of such payments financed by the Federal Government.

5.4 Duration of Plan

From Florida Statute Chapter 163.362 Contents of community redevelopment plan.—Every community redevelopment plan shall:

Provide a time certain for completing all redevelopment financed by increment revenues. Such time certain shall occur no later than 30 years after the fiscal year in which the plan is approved, adopted, or amended pursuant to s. 163.361(1). However, for any agency created after July 1, 2002, the time certain for completing all redevelopment financed by increment revenues must occur within 40 years after the fiscal year in which the plan is approved or adopted.

5.5 Plan Modification

163.361 Modification of community redevelopment plans.—

1. If at any time after the approval of a community redevelopment plan by the governing body it becomes necessary or desirable to amend or modify such plan, the governing body may amend such plan upon the recommendation of the agency. The agency recommendation to amend or modify a redevelopment plan may include a change in the boundaries of the redevelopment area to add land to or exclude land from the redevelopment area, or may include the development and implementation of community policing innovations.
2. The governing body shall hold a public hearing on a proposed modification of any community redevelopment plan after public notice thereof by publication in a newspaper having a general circulation in the area of operation of the agency.
3. (a) In addition to the requirements of s. 163.346, and prior to the adoption of any modification to a community redevelopment plan that expands the boundaries of the community redevelopment area or extends the time certain set forth in the redevelopment plan as required by s. 163.362(10), the agency shall report such proposed modification to each taxing authority in writing or by an oral presentation, or both, regarding such proposed modification.

(b) For any community redevelopment agency that was not created pursuant to a delegation of authority under s. 163.410 by a county that has adopted a home rule charter and that modifies its adopted community redevelopment plan in a manner that expands the boundaries of the redevelopment area after October 1, 2006, the following additional procedures are required prior to adoption by the governing body of a modified community redevelopment plan:

- Within 30 days after receipt of any report of a proposed modification that expands the boundaries of the redevelopment area, the county may provide notice by registered mail to the governing body of the municipality and the community redevelopment agency that the county has competing policy goals and plans for the public funds the county would be required to

deposit to the community redevelopment trust fund under the proposed modification to the community redevelopment plan.

- If the notice required in subparagraph 1. is timely provided, the governing body of the county and the governing body of the municipality that created the community redevelopment agency shall schedule and hold a joint hearing co-chaired by the chair of the governing body of the county and the mayor of the municipality, with the agenda to be set by the chair of the governing body of the county, at which the competing policy goals for the public funds shall be discussed. For those community redevelopment agencies for which the board of commissioners of the community redevelopment agency are comprised as specified in s. 163.356(2), a designee of the community redevelopment agency shall participate in the joint meeting as a nonvoting member. Any such hearing shall be held within 90 days after receipt by the county of the recommended modification of the adopted community redevelopment plan. Prior to the joint public hearing, the county may propose an alternative modified community redevelopment plan that meets the requirements of s. 163.360 to address the conditions identified in the resolution making a finding of necessity required under s. 163.355. If such an alternative modified redevelopment plan is proposed by the county, such plan shall be delivered to the governing body of the municipality that created the community redevelopment agency and the executive director or other officer of the community redevelopment agency by registered mail at least 30 days prior to holding the joint meeting.
 - If the notice required in subparagraph 1. is timely provided, the municipality may not proceed with the adoption of a modified plan until 30 days after the joint hearing unless the governing body of the county has failed to schedule or a majority of the members of the governing body of the county have failed to attend the joint hearing within the required 90-day period.
 - Notwithstanding the time requirements established in subparagraphs 2. and 3., the county and the municipality may at any time voluntarily use the dispute resolution process established in chapter 164 to attempt to resolve any competing policy goals between the county and municipality related to the community redevelopment agency. Nothing in this subparagraph grants the county or the municipality the authority to require the other local government to participate in the dispute resolution process.
4. A modification to a community redevelopment plan that includes a change in the boundaries of the redevelopment area to add land must be supported by a resolution as provided in s. 163.355.
 5. If a community redevelopment plan is modified by the county or municipality after the lease or sale of real property in the community redevelopment area, such modification may be conditioned upon such approval of the owner, lessee, or successor in interest as the county or municipality may deem advisable and, in any event, shall be subject to such rights at law or in equity as a lessee or purchaser, or his or her successor or successors in interest, may be entitled to assert.

5.6 Severability

163.395 Property exempt from taxes and from levy and sale by virtue of an execution.—

1. All property of any county, municipality, or community redevelopment agency, including funds, owned or held by it for the purposes of this part are exempt from levy and sale by virtue of an execution; and no execution or other judicial process may issue against the same, nor shall judgment against the county, municipality, or community redevelopment agency be a charge or lien upon such property. However, the provisions of this section do not apply to or limit the right of obligees to pursue any remedies for the enforcement of any pledge or lien given pursuant to this part by the county or municipality on its rents, fees, grants, or revenues from community redevelopment.

2. The property of the county, municipality, or community redevelopment agency acquired or held for the purposes of this part is declared to be public property used for essential public and governmental purposes, and such property is exempt from all taxes of the municipality, the county, or the state or any political subdivision thereof. However, such tax exemption will terminate when the county, municipality, or community redevelopment agency sells, leases, or otherwise disposes of such property in a community redevelopment area to a purchaser or lessee which is not a public body entitled to tax exemption with respect to such property.

5.7 Safeguards, Controls, Restrictions, or Covenants

163.410 Exercise of powers in counties with home rule charters.

In any county which has adopted a home rule charter, the powers conferred by this part shall be exercised exclusively by the governing body of such county. However, the governing body of any such county which has adopted a home rule charter may, in its discretion, by resolution delegate the exercise of the powers conferred upon the county by this part within the boundaries of a municipality to the governing body of such a municipality. Such a delegation to a municipality shall confer only such powers upon a municipality as shall be specifically enumerated in the delegating resolution. Any power not specifically delegated shall be reserved exclusively to the governing body of the county. This section does not affect any community redevelopment agency created by a municipality prior to the adoption of a county home rule charter. Unless otherwise provided by an existing ordinance, resolution, or interlocal agreement between any such county and a municipality, the governing body of the county that has adopted a home rule charter shall grant in whole or in part or deny any request from a municipality for a delegation of powers or a change in an existing delegation of powers within 120 days after the receipt of all required documentation, or such request shall be deemed granted unless this period is extended by mutual consent in writing by the municipality and county. Within 30 days after receipt of the request, the county shall notify the municipality by registered mail whether the request is complete or if additional information is required. Any request by the county for additional documentation shall specify the deficiencies in the submitted documentation, if any. The county shall notify the municipality by registered mail within 30 days after receiving the additional information whether such additional documentation is complete. If the meeting of the county commission at which the request for a delegation of powers or a change in an existing delegation of powers is unable to be held due to events beyond the control of the county, the request shall be acted upon at the next regularly scheduled meeting of the county commission without regard to the 120-day limitation. If the county does not act upon the request at the next regularly scheduled meeting, the request shall be deemed granted.

163.415 Exercise of powers in counties without home rule charters.

The powers conferred by this part upon counties not having adopted a home rule charter shall not be exercised within the boundaries of a municipality within said county unless the governing body of the municipality expresses its consent by resolution. Such a resolution consenting to the exercise of the powers conferred upon counties by this part shall specifically enumerate the powers to be exercised by the county within the boundaries of the municipality. Any power not specifically enumerated in such a resolution of consent shall be exercised exclusively by the municipality within its boundaries.

5.8 Consistency with Clermont Comprehensive Plan

163.362 Contents of community redevelopment plan.

Every community redevelopment plan shall:

Provide for the retention of controls and the establishment of any restrictions or covenants running with land sold or leased for private use for such periods of time and under such conditions as the governing body deems necessary to effectuate the purposes of this part.

163.360 Community redevelopment plans.

1. Community redevelopment in a community redevelopment area shall not be planned or initiated unless the governing body has, by resolution, determined such area to be a slum area, a blighted area, or an area in which there is a shortage of housing affordable to residents of low or moderate income, including the elderly, or a combination thereof, and designated such area as appropriate for community redevelopment.
2. The community redevelopment plan shall:
 - Conform to the comprehensive plan for the county or municipality as prepared by the local planning agency under the Community Planning Act.
 - Be sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the community redevelopment area; zoning and planning changes, if any; land uses; maximum densities; and building requirements.
 - Provide for the development of affordable housing in the area, or state the reasons for not addressing in the plan the development of affordable housing in the area. The county, municipality, or community redevelopment agency shall coordinate with each housing authority or other affordable housing entities functioning within the geographic boundaries of the redevelopment area, concerning the development of affordable housing in the area.
3. The community redevelopment plan may provide for the development and implementation of community policing innovations.
4. The city, municipality, or community redevelopment agency may itself prepare or cause to be prepared a community redevelopment plan, or any person or agency, public or private, may submit such a plan to a community redevelopment agency. Prior to its consideration of a community redevelopment plan, the community redevelopment agency shall submit such plan to the local planning agency of the county or municipality for review and recommendations as to its conformity with the comprehensive plan for the development of the county or municipality as a whole. The local planning agency shall submit its written recommendations with respect to the conformity of the proposed community redevelopment plan to the community redevelopment agency within 60 days after receipt of the plan for review. Upon receipt of the recommendations of the local planning agency, or, if no recommendations are received within such 60 days, then without such recommendations, the community redevelopment agency may proceed with its consideration of the proposed community redevelopment plan.
5. The community redevelopment agency shall submit any community redevelopment plan it recommends for approval, together with its written recommendations, to the governing body and to each taxing authority that levies ad valorem taxes on taxable real property contained within the geographic boundaries of the redevelopment area. The governing body shall then proceed with the hearing on the proposed community redevelopment plan as prescribed by subsection (6).
6. (a) The governing body shall hold a public hearing on a community redevelopment plan after public notice thereof by publication in a newspaper having a general circulation in the area of operation of the county or municipality. The notice shall describe the time, date, place, and purpose of the

hearing, identify generally the community redevelopment area covered by the plan, and outline the general scope of the community redevelopment plan under consideration.

(b) For any governing body that has not authorized by June 5, 2006, a study to consider whether a finding of necessity resolution pursuant to s. 163.355 should be adopted, has not adopted a finding of necessity resolution pursuant to s. 163.355 by March 31, 2007, has not adopted a community redevelopment plan by June 7, 2007, and was not authorized to exercise community redevelopment powers pursuant to a delegation of authority under s. 163.410 by a county that has adopted a home rule charter, the following additional procedures are required prior to adoption by the governing body of a community redevelopment plan under subsection (7):

- Within 30 days after receipt of any community redevelopment plan recommended by a community redevelopment agency under subsection (5), the county may provide written notice by registered mail to the governing body of the municipality and to the community redevelopment agency that the county has competing policy goals and plans for the public funds the county would be required to deposit to the community redevelopment trust fund under the proposed community redevelopment plan.
 - If the notice required in subparagraph 1. is timely provided, the governing body of the county and the governing body of the municipality that created the community redevelopment agency shall schedule and hold a joint hearing co-chaired by the chair of the governing body of the county and the mayor of the municipality, with the agenda to be set by the chair of the governing body of the county, at which the competing policy goals for the public funds shall be discussed. For those community redevelopment agencies for which the board of commissioners of the community redevelopment agency are comprised as specified in s. 163.356(2), a designee of the community redevelopment agency shall participate in the joint meeting as a nonvoting member. Any such hearing must be held within 90 days after receipt by the county of the recommended community redevelopment plan. Prior to the joint public hearing, the county may propose an alternative redevelopment plan that meets the requirements of this section to address the conditions identified in the resolution making a finding of necessity required by s. 163.355. If such an alternative redevelopment plan is proposed by the county, such plan shall be delivered to the governing body of the municipality that created the community redevelopment agency and to the executive director or other officer of the community redevelopment agency by registered mail at least 30 days prior to holding the joint meeting.
 - If the notice required in subparagraph 1. is timely provided, the municipality may not proceed with the adoption of the plan under subsection (7) until 30 days after the joint hearing unless the governing body of the county has failed to schedule or a majority of the members of the governing body of the county have failed to attend the joint hearing within the required 90-day period.
 - Notwithstanding the time requirements established in subparagraphs 2. and 3., the county and the municipality may at any time voluntarily use the dispute resolution process established in chapter 164 to attempt to resolve any competing policy goals between the county and municipality related to the community redevelopment agency. Nothing in this subparagraph grants the county or the municipality the authority to require the other local government to participate in the dispute resolution process.
7. Following such hearing, the governing body may approve the community redevelopment and the plan therefore if it finds that:
- A. A feasible method exists for the location of families who will be displaced from the community redevelopment area in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such families;
 - B. The community redevelopment plan conforms to the general plan of the county or municipality as a whole;

- C. The community redevelopment plan gives due consideration to the utilization of community policing innovations, and to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of children residing in the general vicinity of the site covered by the plans;
 - D. The community redevelopment plan will afford maximum opportunity, consistent with the sound needs of the county or municipality as a whole, for the rehabilitation or redevelopment of the community redevelopment area by private enterprise; and
 - E. The community redevelopment plan and resulting revitalization and redevelopment for a coastal tourist area that is deteriorating and economically distressed will reduce or maintain evacuation time, as appropriate, and ensure protection for property against exposure to natural disasters.
8. If the community redevelopment area consists of an area of open land to be acquired by the city or the municipality, such area may not be so acquired unless:
- A. In the event the area is to be developed in whole or in part for residential uses, the governing body determines:
 - That a shortage of housing of sound standards and design which is decent, safe, affordable to residents of low or moderate income, including the elderly, and sanitary exists in the county or municipality;
 - That the need for housing accommodations has increased in the area;
 - That the conditions of blight in the area or the shortage of decent, safe, affordable, and sanitary housing cause or contribute to an increase in and spread of disease and crime or constitute a menace to the public health, safety, morals, or welfare; and
 - That the acquisition of the area for residential uses is an integral part of and is essential to the program of the county or municipality.
 - B. In the event the area is to be developed in whole or in part for nonresidential uses, the governing body determines that:
 - Such nonresidential uses are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives.
 - Acquisition may require the exercise of governmental action, as provided in this part, because of:
 - a) Defective, or unusual conditions of, title or diversity of ownership which prevents the free alienability of such land;
 - b) Tax delinquency;
 - c) Improper subdivisions;
 - d) Outmoded street patterns;
 - e) Deterioration of site;
 - f) Economic disuse;
 - g) Unsuitable topography or faulty lot layouts;
 - h) Lack of correlation of the area with other areas of a county or municipality by streets and modern traffic requirements; or
 - i) Any combination of such factors or other conditions which retard development of the area.
 - Conditions of blight in the area contribute to an increase in and spread of disease and crime or constitute a menace to public health, safety, morals, or welfare.
9. Upon the approval by the governing body of a community redevelopment plan or of any modification thereof, such plan or modification shall be deemed to be in full force and effect for the respective

community redevelopment area, and the county or municipality may then cause the community redevelopment agency to carry out such plan or modification in accordance with its terms.

10. Notwithstanding any other provisions of this part, when the governing body certifies that an area is in need of redevelopment or rehabilitation as a result of an emergency under s. 252.34(3), with respect to which the Governor has certified the need for emergency assistance under federal law, that area may be certified as a "blighted area," and the governing body may approve a community redevelopment plan and community redevelopment with respect to such area without regard to the provisions of this section requiring a general plan for the county or municipality and a public hearing on the community redevelopment.

Appendix A

Potential Community Redevelopment Expansion Area Finding of Necessity

GAI Project Number: R140908.01

August, 2015

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1.0 Project Overview

The purpose of this analysis is to provide data that documents potentially blighting conditions, as defined in Section 163, Part III, Florida Statutes (F.S.) (the "Redevelopment Act") within the City of Clermont study area in Lake County, Florida.

1.1 Introduction

The initiative to expand the CRA and update the redevelopment plan for the Clermont area arises from the need to stimulate reinvestment in the area and identify new funding sources which would improve existing conditions and generate additional improvement activity. A redevelopment initiative to identify new market potential for the area and the supporting upgrades and additions to the infrastructure, commercial and/or office uses, and overall physical environment is a necessary component to the broader goal of attracting investment.

Before identifying prospective private sector interest in the area, current blighting influences should be addressed to begin rebuilding the infrastructure necessary to support and attract investment. Deteriorating conditions of structures, utilities, and general physical environment undermine economic development efforts and impede the improvement of the area.

Identifying resources to remove blighting influences is essential to remain competitive in the economic marketplace. An initial step is creating the CRA with community approved boundaries. A Finding of Necessity (FON) assists in identifying a proposed redevelopment area. A subsequent community redevelopment plan will specify the desired improvement projects and implementation steps to execute them. The CRA will be funded in most part by increment revenues designated specifically to the proposed redevelopment area.

The purpose of this analysis is to support the link between the statutory definition of a "blighted area" and the Clermont proposed redevelopment area expansion under examination. If the determination of such conditions of blight can be established based on the statutory definitions set forth in Section 163, Part III, Florida Statutes (F.S.), the "Redevelopment Act," the Community Redevelopment Agency (CRA) can be created, or in this case expanded, in conjunction with preparation and adoption of a redevelopment plan. Analysis of data and documentation of the Clermont Study Area within this report is evaluated based on the provisions established in Florida's Redevelopment Act, Section 163, Part III, Florida Statutes (F.S.).

City of Clermont data, county maps, study area specific maps, and government maintained statistics have been examined in conjunction with GAI Consultants staff interpretations of supplied data in assessing the proposed redevelopment area.

1.2 General Objectives and Purposes of the Redevelopment Act

The purpose of the Redevelopment Act is to assist local governments in preventing and/or eliminating blighted conditions detrimental to the sustainability of economically and socially vibrant communities or areas. The following paragraphs describe those blighting conditions, their specific effects, and the intentions of the community redevelopment regime as a tool for implementing policy and programs.

- Section 163.335(1), F.S. ...[blighted areas] constitute a serious and growing menace, injurious to the public health, safety, morals, and welfare of the residents of the state; that the existence of such areas contributes substantially and increasingly to the spread of disease and crime, constitutes an economic and social liability imposing onerous burdens which decrease the tax base and reduce tax revenues, substantially impairs or arrests sound growth, retards the provision of

housing accommodations, aggravates traffic problems, and substantially hampers the elimination of traffic hazards and the improvement of traffic facilities; and that the prevention and elimination of slums and blight is a matter of state policy and state concern in order that the state and its counties and municipalities shall not continue to be endangered by areas which are focal centers of disease, promote juvenile delinquency, and consume an excessive proportion of its revenues because of the extra services required for police, fire, accident, hospitalization, and other forms of public protection, services, and facilities.

- Section 163.335(2), F.S. ...certain slum or blighted areas, or portions thereof, may require acquisition, clearance, and disposition subject to use restrictions, as provided in this part, since the prevailing condition of decay may make impracticable the reclamation of the area by conservation or rehabilitation; that other areas or portions thereof may, through the means provided in this part, be susceptible of conservation or rehabilitation in such a manner that the conditions and evils enumerated may be eliminated, remedied, or prevented; and that salvageable slum and blighted areas can be conserved and rehabilitated through appropriate public action as herein authorized and the cooperation and voluntary action of the owners and tenants of the property in such areas.
- Section 163.335(3), F.S. ...powers conferred by this part are for public uses and purposes for which public money may be expended and police power exercised, and the necessity in the public interest for the provisions herein enacted is declared as a matter of legislative determination.
- Section 163.335(5), F.S. ...the preservation or enhancement of the tax base from which a taxing authority realizes tax revenues is essential to its existence and financial health; that the preservation and enhancement of such tax base is implicit in the purposes for which a taxing authority is established; that tax increment financing is an effective method of achieving such preservation and enhancement in areas in which such tax base is declining; that community redevelopment in such areas, when complete, will enhance such tax base and provide increased tax revenues to all affected taxing authorities, increasing their ability to accomplish their other respective purposes; and that the preservation and enhancement of the tax base in such areas through tax increment financing and the levying of taxes by such taxing authorities therefor and the appropriation of funds to a redevelopment trust fund bears a substantial relation to the purposes of such taxing authorities and is for their respective purposes and concerns.
- Section 163.335(6,) F.S. ...there exists in counties and municipalities of the state a severe shortage of housing affordable to residents of low or moderate income, including the elderly; that the existence of such condition affects the health, safety, and welfare of the residents of such counties and municipalities and retards their growth and economic and social development; and that the elimination or improvement of such conditions is a proper matter of state policy and state concern is for a valid and desirable purpose.

According to Chapter 163.356 of the Redevelopment Act, a FON analysis focuses on a determination of blight and/or slum conditions in an area which may "constitute a serious and growing menace, injurious to the public health, safety, morals, and welfare of the residents of the state," and negatively burden a community's traffic system, utilities, ad valorem revenues, property values, and social fabric which would otherwise contribute positively to the economic stability of the community. As a simultaneous operation in conjunction with the finding of such a blighted area, the need for a CRA is established.

The CRA will possess the authority to govern the course of action concerning the redevelopment and rehabilitation of the Study Area, and further, in the corporate limits of the City of Clermont in the case that the governing body of the City has acceded in the redevelopment plan set forth by the City.

1.3 Declarations and Process

The initial step in pursuing the expansion of an existing CRA is documenting the existing conditions. This analysis of the Clermont Study Area summarizes the extent and effects of blight which lead to the deterioration of economic, social, and physical components of the Study Area. This analysis documenting the extent of blight, represented through the physical conditions, economic instability, and conclusionary analysis in support of that documentation is referred to herein as the "Report." GAI Consultants' staff, along with Clermont staff, has analyzed government maintained statistics and reports and the physical condition of the area, resulting in the documentation and analysis of the blighting conditions of the Study Area contained within this Report.

1.4 Historical Perspective and Integrity of the Study Area

Clermont is situated in Lake County which was named for its over 1,400 named lakes. Strategically located just west of Orlando and north of Disney World, Clermont has a population of over 29,000 based on 2013 Census data. With over 14.8 square miles Clermont is the second largest city in Lake County with the largest population of all cities in Lake County. Unemployment rates in Lake County and the cities within Lake County have been on the rise over the last four years. According to 2013 Census estimates, Lake County's unemployment rate was 12.0%, while the unemployment rate in Clermont was 10.8%. These rates represent an increase over the unemployment rates of 2010 when Lake County's unemployment rate was 8.1% and Clermont's unemployment rate was 8.3%.

The city was founded in 1884 and incorporated in 1916. The history of Clermont mirrored that of many other cities, following a path of decline prior to the creation of the City's Downtown Redevelopment Area in 1997. In the years following WWII, the automobile and the mobility that it afforded the average American redefined development patterns and business location decisions. As new highways and interstates were constructed to meet the demands of an increasingly auto-oriented society, many businesses abandoned downtowns for the increased visibility and accessibility of highway commercial centers. As a consequence, many traditional downtown areas became less economically vital and attracted less private and public investment. Buildings and infrastructure were allowed to deteriorate, contributing to the decline of downtown viability and property values.

In 1997 by adoption of Resolution No. 950, the City of Clermont identified the Downtown Redevelopment Area and created the Downtown Clermont Redevelopment Agency whose charge was to prepare a redevelopment plan, implement planned projects and obtain the necessary funding. The downtown area continues to be the focal point of a robust and growing community and the continued redevelopment of the 157 acres within the redevelopment area has been a continuing effort. New studies, projects and cooperation within from the business and residential community within the redevelopment area are necessary to continue these efforts.

The goals and objectives of the plan were kept broad enough to allow for flexibility in the projects which would be implemented, but also realistic to ensure that they could be accomplished. As with any plan, the redevelopment plan should be updated from time to time in order to take advantage of new ideas and efforts to continue with redevelopment in the district.

In 2005 the original redevelopment plan was updated substantially which assisted in providing continued diversity allowing the Downtown Clermont Redevelopment Agency the ability to work in a variety of ways to support the revitalization of the district. The 2005 update included streetscape in the West Montrose Street area consisting of new sidewalks, trees, benches, and new lighting with underground infrastructure improvements. These physical improvements assisted in efforts to stabilize the downtown area. Continued streetscape projects and other new programs were implemented to continue the effort to revitalize the downtown area and create a new sense of vitality.

As can be seen in Map 1, the Study Area is predominately industrial and residential, with some institutional and recreational areas (76 single-family, 35 multi-family, 21 commercial, 13 industrial, 4 institutional) and vacant (7 residential, 12 commercial, 2 industrial, 14 institutional) parcels. The existing CRA boundary is demarcated by colored boundary lines in blue, the proposed CRA expansion area is demarcated by colored boundary lines in red.



Waterfront Park overflow parking



grass parking lot

The proposed expansion areas of the CRA also include a few large industrial properties. Many of these properties are deteriorated, many with significant City code violations apparent on visual inspection.



Overgrown landscaping & dilapidated fencing



overflowing dumpster within right-of-way

1.5 Standards for Blight

Having identified the study area as a group of residential, industrial and institutional/recreational properties, the specific conditions that constitute blight as listed in the Redevelopment Act were considered.

The Redevelopment Act currently, in effect, establishes three discrete pathways to determine if a study area is a "blighted area", sufficient to warrant the full application of redevelopment powers conveyed under Chapter 163.

- "Alternative One" involves the layering of two tests. The first test is broadly conditional and the second test is criteria specific. Both tests must conclude that the described conditions exist affirmatively.

- "Alternative Two" involves a specific agreement among parties subject to a prospective Trust Fund agreement. Where such agreement exists, then the jurisdiction seeking to designate a redevelopment area needs to pass a less rigorous test. As in the first alternative, this test relates to specific criteria and it must conclude affirmatively.
- Notwithstanding the requirements for the first or second alternative, "Alternative Three" involves the Governor certifying the need for emergency assistance under federal law as a result of an emergency under s. 252.34(3), F.S.

Alternative One

The first of Alternative One's two tests requires that a study area identified as a blighted area contain a "substantial number of deteriorated, or deteriorating structures, in which conditions, as indicated by government-maintained statistics or other studies, are leading to economic distress or endanger life or property." Recent court decisions have affirmed that structures include infrastructure.

The second of Alternative One's two tests is that the area must then be one in "which two or more of the following factors are present".

- a) Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities;
- b) Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions;
- c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- d) Unsanitary or unsafe conditions;
- e) Deterioration of site or other improvements;
- f) Inadequate and outdated building density patterns;
- g) Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality;
- h) Tax or special assessment delinquency exceeding the fair value of the land;
- i) Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality;
- j) Incidence of crime in the area higher than in the remainder of the county or municipality;
- k) Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality;
- l) A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality;
- m) Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area; or
- n) Governmentally owned property with adverse environmental conditions caused by a public or private entity.

Alternative Two

The Redevelopment Act also allows that a blighted area may be "any area in which at least one of the factors identified in paragraphs (a) through (n) of Section 163.40(8), F.S. are present and all taxing authorities (as such term is defined in the Redevelopment Act) subject to Section 163.387(2)(a), F.S. agree, either by interlocal agreement or agreements with the agency or by resolution, that the area is blighted.

Alternative Three

The Redevelopment Act also provides that “when the governing body certifies that an area is in need of redevelopment or rehabilitation as a result of an emergency under s. 252.34(3), F.S., with respect to which the Governor has certified the need for emergency assistance under federal law, that area may be certified as a “blighted area”, and the governing body may approve a community redevelopment plan and community redevelopment with respect to such area without regard to the provisions of this section requiring a general plan for the county or municipality and a public hearing on the community redevelopment”, Section 163.360(10), F.S. For example, On September, 1, 2004, Governor Jeb Bush declared a state of emergency for the entire State of Florida by Executive Order 04-192 because of Hurricane Francis. For example, on September 4, 2004, FEMA designated Pinellas County as a disaster area by FEMA-1545-DR.

2.0 Physical Environment Inventory

This section of the report documents the land uses, transportation systems, utilities infrastructure, and visual character of buildings and sites in the Study Area.

2.1 Land Use

These physical characteristics of the area play key roles in the development or utilization of land based assets. The land use inventory provides more perspective regarding the pattern of development activity, the inventory of land uses, the compatibility of nearby uses, and the impact of uses that may assist or deter development activity within the study area.

The study area consists of a variety of single family residential properties and industrial properties. However, the predominant use is residential properties. There are some government and institutional properties located in the study area as well.

Historically the downtown area developed as a centralized commercial business district with surrounding residential and industrial uses. The overall physical condition of the study area is fair. Pockets of deteriorated housing exist throughout the study area.



Deteriorated Housing



Deteriorated Housing

The bulk of structures within the study area are either single-family, multi-family, industrial properties, or institutional/recreational properties. 2014 Lake County tax records show that there are 166 taxable properties within the study area. Of those, 118 (71.1%) properties are single-family/multi-family residential, 15 (9.03%) are industrial, and 33 (19.9%) are commercial.

In all, there are currently a total of 166 tax-assessed properties within the study area. Of those 166 tax-assessed properties, 21 of them are currently vacant (unimproved, undeveloped, or cleared) which represents 12.7% of the entire proposed CRA expansion area. Those 21 vacant properties include 7 vacant residential properties (4.2%), 12 vacant commercial properties (7.2%), and 2 vacant industrial properties (1.2%). The vacant properties present the City with an opportunity for future development. Some of these vacant parcels include deteriorating fencing, litter, debris and/or tall weeds and grass on the site.



Vacant Parcel



Vacant Parcel

The following table shows the number of properties in the study area from the 2014 Lake County Tax Collector tax roll for each type of land use designation.

Land Use	Parcels	Acres
Single Family	76	19.69
Multifamily	35	6.59
Commercial	21	9.20
Industrial	13	17.77
Religious	1	0.55
Institutional	3	33.67
Vacant Institutional	14	19.59
Vacant Residential	7	1.36
Vacant Commercial	12	3.20
Vacant Industrial	2	2.75
TOTAL	184	114.37

A field review indicated that most of the structures within the Study Area are single story or two stories. Many of these properties are deteriorated or deteriorating and are in need of renovation or redevelopment. Some of the lots are platted inadequate sizes and are either too narrow or too shallow for development. Several properties in the proposed expansion area have the potential to be redeveloped and converted to a commercial or mixed use development.



Deteriorated industrial structure



Deteriorated multi-family structure

Within the study area, a substantial number of the improved properties are deteriorating or deteriorated. A significant number of properties have deteriorating driveways with crumbling asphalt, particularly among the multifamily residential properties. Many properties have paved driveways with no distinction between the driveway and the right of way which significantly increases the appearance of the asphalt width of the road. Generally, landscaping is overgrown among the multifamily properties. Some properties in the study area have boarded up windows and other damage. Overall, the condition of the multifamily residential properties in the study area is generally poor, though some are in fair condition.



Deteriorating single-family structure



Deteriorating commercial structure



Dumpster in front of commercial building



Cracked overgrown driveways & dirt driveways

The decline in the physical condition of many sites in the study area can be attributed, at least in part, to the age of the structures and the site requirements during the period in which they were built. According to the 2014 Lake County tax roll, less than 5% of the structures in the study area were built over the last ten years. In fact, since 2006, a combined total of only 5 properties were developed across the last eight years. The records demonstrate a lack of new development in the area and the predominance of materially older building stock.

2.2 Transportation, Road, and Traffic Conditions

Curbs gutters and sidewalks are present within some portions of the study area, however they are not consistent. With the lack of consistent sidewalks, pedestrian crossings, and bike lanes, the study area is not conducive for walking, jogging, or bicycling. As a whole, the study area lacks infrastructure for other forms of transportation except for vehicles. Furthermore, other improvements such as street light fixtures, street trees, pavement markings, pedestrian signs, and sufficient turning lanes are generally inadequate, missing, or in need of repairs or upgrading.



Deteriorated road, lack of curb, gutter & sidewalk



Sidewalk on one side only; missing curb & gutter



Deteriorated right-of-way



Sand & gravel driveways overflowing into right-of-way

2.3 Overall Site and Plat Conditions

The study area suffers from deficient infrastructure. For the most part, basic infrastructure including sidewalks, curbs, and gutters are lacking in the study area. Wastewater and stormwater infrastructure is generally inefficient and not to modern standards. These site deficiencies make redevelopment challenging and encourage lower property values in the area.



No sidewalks, curbs or gutters



No sidewalks

Many of the buildings in the study area are deteriorating. Part of the decline in the physical condition of buildings in the study area can be attributed to the age of the structures most of which were developed prior to 1980 (67%). Several of the properties are one or two level industrial structures. Many of these properties leave very little pervious surface available, using almost all of their lots for buildings and parking and leaving little room for landscaping, adequate drainage, or open space. The lack of pervious surface in combination with insufficient stormwater collection and treatment creates unsafe conditions.

2.4 Visual Character

The study area is made up primarily of residential properties with no unifying architectural style and no design standards. Many roads and driveways are crumbling and showing signs of neglect. The study area generally lacks uniform landscaping and streetscape improvements. Other factors contributing to the overall look of deterioration include trash in yards, cracked roads and sidewalks, broken curbs, poor housing conditions, broken/boarded up windows, vacancies and neglected landscaping. A common attribute of many of the residential, industrial and commercial properties is unkempt landscape on properties and in rights-of-way. A visual analysis of the Study Area indicated a significant number of residential properties can be classified as deteriorated or deteriorating.



Overgrown landscaping & cracked pavement



Neglected building damage



Neglected structures & overgrown landscaping



Cracked Driveway & boarded up windows

Many commercial and industrial properties in the area are fronted by large swaths of asphalt that are often dilapidated and poorly maintained. Such properties typically have paved most of the land area in front of the building structure. Because there is virtually no streetscape and little landscaping within the study area, these paved property frontages contribute to the appearance of continuous asphalt, thereby increasing the perceived width of the road. They also add to the amount of impervious surface in the area.

The transportation infrastructure in the study area, upon which the long term sustainability of the neighborhood and area depends, is not adequate to support a vibrant community. General absence of streetscape as well as pedestrian and cycling facilities (with the exception of the South Lake Trail) limits the uses of the network and stunts redevelopment prospects.



Excess paving/driveway; no landscaping or sidewalk

Cracked & excessive paving/driveway

The several conditions documented in this analysis converge to undermine economic values by retarding a normally functioning real estate market. It is this normally functioning market that acts as the floor for economic value. If that floor cannot be maintained through a continuing exchange between buyers and sellers, economic values will eventually erode. Once that pattern is established, it becomes increasingly difficult to arrest the decline. Additionally, the documented conditions are such that they combine to create a physical and social context that is not viable for long term stability.

3.0 Reported Investment and Disinvestment Activity

Based on 2014 certified tax rolls, there were an estimated 111 residential property records with building structures (76 single-family and 35 multi-family) and a total of 35 vacant properties (7 vacant residential, 12 vacant commercial, 2 vacant industrial, and 14 vacant institutional). Homestead exemptions applied to 54 (49%) of the residential properties. In 2014, the total tax base in the study area was over \$15 million.

Less than 8 percent of the structures in the study area were built in the last 20 years, with only 2 percent added during the last 10 years. The decline in the physical condition of many sites in the study area can be attributed, at least in part, to the age of the structures.

The city as a whole has seen a decrease in taxable value, the values associated with the proposed CRA depreciated at a higher rate than those of the city as a whole. The assessed value in the City of Clermont fell from \$2,577,221,700 in the 2009 final tax roll to \$2,328,260,688 in the 2014 final tax roll, which represented a taxable value decrease of 9.7 percent. The assessed value of the study area on the other hand fell from \$19,290,108 in 2009 to \$15,066,476, which represented a decrease of 21.9 percent.

4.0 Blight Findings

The following section outlines the blight factors present in the study area according to the criteria established under Chapter 163 of the Florida Statutes and as outlined in the "Standards for Blight" section of this report.

Of the fourteen conditions indicative of blight listed in the Redevelopment Act, this analysis indicates that at least three such conditions exist in the study area and are retarding its immediate and longer term social, economic, and physical development. Below is a summary of the criteria that apply to the study area.

4.1 Assessment of "Substantial Number of Deteriorated or Deteriorating Structures"

The Redevelopment Act provides little specific criteria or guidance in Section 163.340(8), F.S. regarding the definition or attributes of deteriorating structures other than that implied. Florida Statutes focus on a series of indicators which in the aggregate are assumed to lead to economic, physical, or social distress. The representative examples of residential and commercial structures speak to the context of the Study Area and are functionally deteriorated and rendered functionally and physically obsolete in their current condition.

The infrastructure upon which the long-term economic stability of the Study Area depends is generally deficient, absent, or deteriorated beyond a level which justifies repair or maintenance. The overall conditions in the Study Area are such that they combine to create a context of functional and physical deterioration which is conducive to economic, physical and social distress. The conditions and circumstances documented in this report and readily observable in the Study Area evidence a "substantial number of deteriorated, or deteriorating structures" leading to economic distress which, in their current condition, are certainly capable of endangering life and property if not substantially modified, retrofitted, repaired, rebuilt, or redeveloped entirely.

4.2 Unsanitary or Unsafe Conditions

An adequate stormwater system in the Study Area is lacking. Collector roads, especially in residential areas, do not exhibit curbs, gutters, or inlet systems to prevent flooding in the event of heavy precipitation. Where curbs and gutters do exist, they tend to be broken and/or overgrown with weeds and grass making them ineffective and causing accumulation of stormwater in roadways and driveways.

4.3 Predominance of Defective or Inadequate Street Layout, Parking Facilities, Roadways, Bridges, or Public Transportation Facilities

With the exception of a few limited areas, curbs, gutters, sidewalks, and bike lanes are generally absent throughout the Study Area. With the absence of sidewalks, pedestrian crossings, and bike lanes, the environment is not conducive for walking, jogging, or bicycling. Furthermore, other improvements, such as street light fixtures, pavement markings, and pedestrian signs generally are missing or are in need of repairs/upgrading. The absence of pedestrian transportation infrastructure is evidence of an inadequate transportation system in the Study Area.

In addition, a close examination of the residential neighborhoods shows the deteriorating conditions of many driveways in front of residential units. Paved driveways have broken pavement, while others are either unpaved or covered in gravel. Industrial and commercial properties tend to have asphalt from

the right-of-way to the front of the building structure. There were very few industrial and/or commercial properties that had any balance of pervious surface and landscaping with a paved driveway.

The overall transportation conditions outlined in this report contribute to the disinvestment of properties along the roads.

4.4 Site Deterioration or Other Improvements

Many commercial and industrial structures are in disrepair and in need of maintenance, showing peeling paint, cracked or overgrown roads or sidewalks, and/or an unpleasant face on the street. Many of the residential structures also display signs of neglect, showing cracked stucco, broken and/or boarded up windows, overgrown and unkempt landscaping, and cracked or unpaved driveways.

The industrial area located in the eastern portion of the Study Area includes properties in disrepair including overgrowth, neglected damage to exterior walls, broken and/or boarded up windows, exposed dumpsters in rights-of-way, cracked driveways, unkempt dirt and gravel driveways and parking areas, abandoned structures, overall lack of landscaping, inadequate right-of-way and lack of sidewalks.

5.0 Conclusions

When compared to the City of Clermont, conditions of the proposed CRA expansion Study Area are indicative of blight as documented in this report. This review provides documentation of blight in the area, and through the Redevelopment Act, the area qualifies for assistance in redevelopment efforts and financing by expanding the boundary of the designated Community Redevelopment Area. Government maintained statistics coupled with staff field observation and documentation of the blighted conditions indicate the current conditions of the Study Area "are leading to economic distress or endanger life or property," according to the Redevelopment Act. The current conditions of the area impede the immediate and long-term physical, economic, and social development.

The information summarized in this report justifies the City of Clermont in acknowledging the described conditions and adopting the requisite resolution declaring the need for the rehabilitation, redevelopment, and conservation of the Study Area in the interest of public health, safety, morals, and welfare.

6.0 References and Sources

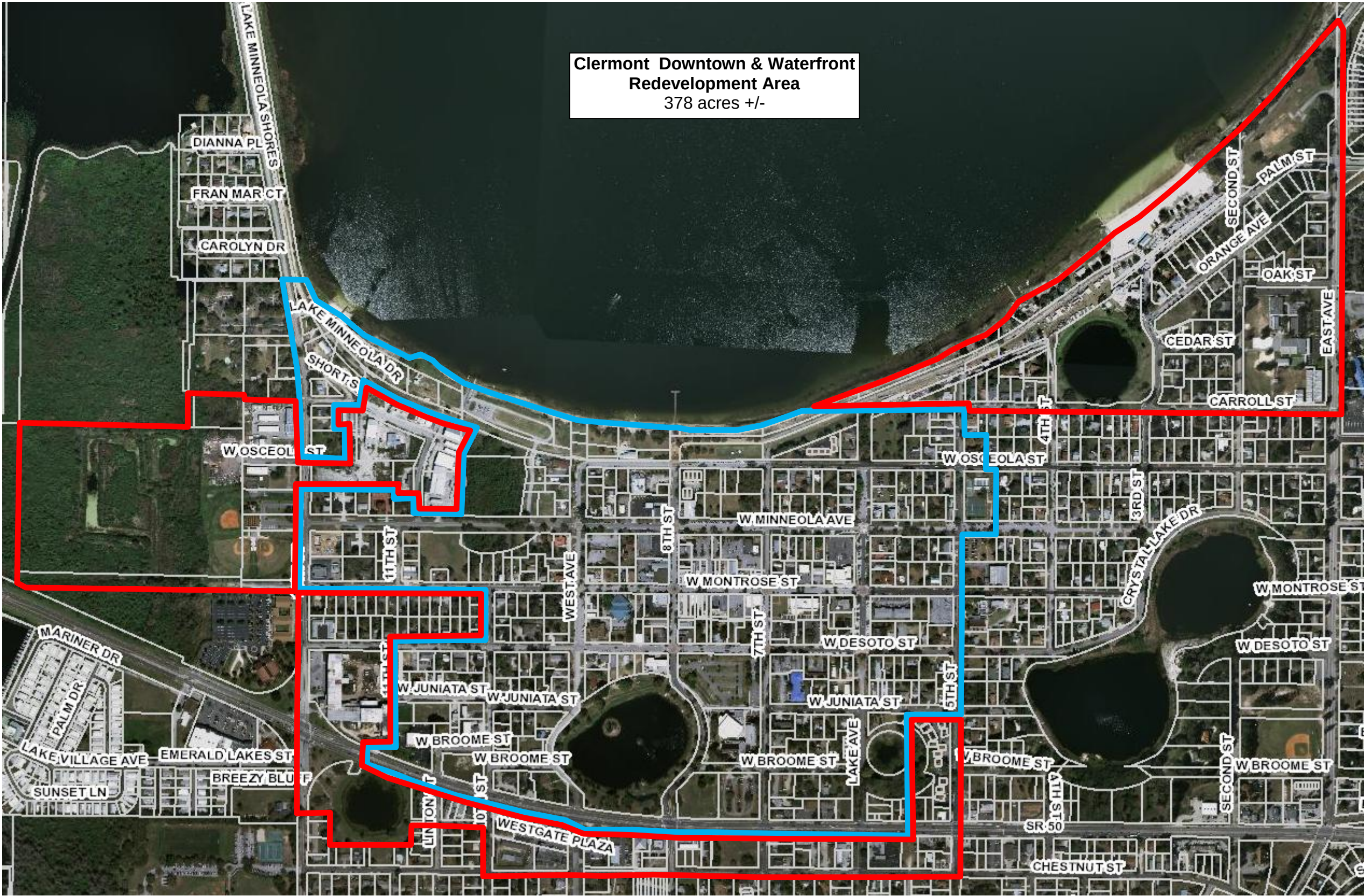
James Hitt, Economic Development & CRA Director (Meetings, emails and phone calls).

Lake County Property Appraiser, Tax Rolls 2006-2014.

US Census, 2010-2013 employment and population data

Downtown Clermont Redevelopment Agency ~ District Map

- CRA – existing
- CRA – proposed expansion



LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday, December 8, 2015 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2015-77

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, APPROVING A COMMUNITY REDEVELOPMENT PLAN FOR THE COMMUNITY REDEVELOPMENT AREA LOCATED IN THE CITY OF CLERMONT; MAKING FINDINGS; PROVIDING FOR AN EFFECTIVE DATE.

This ordinance is available for public inspection in the Development Services Department, 685 W. Montrose Street, Clermont, Florida, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
November 24, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 8, 2015		
Agenda Item Name		
Ordinance No. 2015-78 <i>Final Driveway LDC Amendment</i>		
Requested Action		
Move to approve Ordinance 2015-78.		
Staff Report		
Staff is proposing language to the Land Development Code (LDC) to allow an increase in driveway width leading into garages that face the street. Recent demand for single family homes with three vehicle garages has led to an increased interest to alter driveway width in order to provide feasible and safe vehicle access. Current Code allows driveways up to 20 feet in width. This width can accommodate two car garages in a reasonable manner. To accommodate single family residential structures with three vehicular garage openings, City staff recommends adjusting driveway width standards for front-loaded garages to be up to 30 feet in width for lots 60 feet or greater. For lots less than 60 feet, a variance will be required in order to grant an applicant's request. Staff believes the additional width would also reduce the demand for on-street parking by providing more area to park on the lot. Lake County's land development regulations do not limit driveway width standards for three vehicular front-load garages, as shown in the included exhibit. While recommending Code changes to the driveway width, the City's Engineering Department also recommends making two additional changes that deal with driveway construction. The City Engineer has recommended adjusting the maximum slope for driveways above street grade to one inch per foot from the top of the curb and to allow fiber-reinforced concrete with a strength of 3,000 psi to be used as well as 6x6 wire-welded mesh with strength of 2,500 psi concrete. Staff is in support of the above recommended changes for the increase in driveway width, change in slope, and the fiber-reinforced concrete option. If approved, changes in the LDC would occur in Section 54-78 - Driveway Construction Standards, Section 98-9 – Access, Section 98-10 – Driveway Construction Standards, and Section 110-274 – Illustrations. At the Planning & Zoning Commission meeting Nov. 3, 2015, Commissioner Judy Proli moved to recommend approval of the LDC amendment; seconded by Commissioner Cuqui Whitehead. The vote was unanimous to recommend approval.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		
1.	Ordinance	2015-78 Ordinance.doc
2.	Exhibit	Three Vehicle Garage Driveway Images.pdf
3.	Driveway Illustrations	Driveway Illustration Sec 110-274.pdf
4.	P&Z minutes	P&Z minutes.pdf
5.	Legal ad	2015-78 Driveway legal ad.doc

CITY OF CLERMONT
ORDINANCE No. 2015-78

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 54 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, SECTION 54-78 DRIVEWAY CONSTRUCTION STANDARDS; CHAPTER 98 PARKING AND VEHICULAR USE AREAS, SECTION 98-9 ACCESS, SECTION 98-10 DRIVEWAY CONSTRUCTION STANDARDS; CHAPTER 110 SUBDIVISIONS, SECTION 110-274 ILLUSTRATIONS; PROVIDING FOR CODIFICATION; SEVERABILITY; EFFECTIVE DATE; AND PUBLICATION.

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, the City of Clermont Planning and Zoning Commission, acting as the Local Planning Agency of the City, has held a public hearing on November 3, 2015 and following such hearing found this Ordinance to be in the best interest of the City of Clermont, and recommended that the City Council adopt this Ordinance; and

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

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

SECTION 1.

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

SECTION 2.

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

Section 54-78 - Driveway construction standards.

- (a) Driveways constructed below street grade must rise to an elevation at least to the top of the curb height on City rights-of-way before reaching the owner's property line. Driveways constructed above the street grade should not exceed a grade of ~~three-fourths~~ of an one inch per foot from the top of the curb to provide for vehicular clearance, unless otherwise approved by the City Engineer.

CITY OF CLERMONT
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- (b) The maximum width of a residential driveway access to an off-street parking or other vehicular use area shall be 20 feet for two-way vehicular movement and ten feet for one-way vehicular movement. For commercial and industrial uses, the maximum width for accessways shall be two times that for residential uses. No more than one two-way accessway shall be permitted for any street frontage up to 100 lineal feet. Single family residential structures with three vehicular garage openings may allow driveway adjustments for front loaded garages as indicated in the table below. Such standards shall be applicable to any property under one ownership. Where such ownership involves over 100 feet of street frontage, one additional two-way or two additional one-way drives may be permitted for each additional 100 feet of frontage or major fraction of such frontage. The City has the right to require owners who rebuild or rehabilitate substandard driveways to reconstruct them to meet the requirements of this division.

Table 1: SINGLE FAMILY RESIDENTIAL DRIVEWAY WIDTH STANDARDS

<u>LOT WIDTH</u>	<u>MAXIMUM DRIVEWAY (FT)</u>	<u>DRIVEWAY APRON WITH FLARES (FT)</u>
<u>Less than 60 ft.</u>	<u>20</u>	<u>26</u>
<u>Greater than 60 ft.</u>	<u>30</u>	<u>36</u>

Section 98-9 - Access.

All off-street parking, loading, unloading and service area space shall have vehicular access to a street, frontage road, or reverse frontage road and shall be subject to the following provisions:

- (1) Nonresidential uses.
- a. There shall be only one vehicular access point, not to exceed 40 feet in width, or two vehicular access points, not to exceed 20 feet in width each, located on any one street, frontage road, or reverse frontage road to serve the premises in question. One additional vehicular access point; not to exceed 40 feet in width, or two additional vehicular access points; not to exceed 20 feet in width each, shall be permitted for every 400 feet of parcel frontage on a single street, frontage road, or reverse frontage road. All access facilities shall require the approval of the Development Review Committee for design or redesign and location.
 - b. All vehicular access points shall be located at least 100 feet, or two-thirds the distance of the parcel frontage on a street, whichever is greater, from the intersection of any right-of-way lines of streets.

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- c. All vehicular access points serving corner lots or tracts with less than 200 feet of frontage on only one street that is classified as an arterial, collector, or local collector in the Traffic Circulation Element of the Comprehensive Plan shall be located on the street that intersects the arterial, collector or local collector roadway in question.
- d. A minimum distance of at least 50 feet shall be required between any two vehicular access points located on any one street adjacent to and serving the premises in question.
- e. All vehicular access points shall have a minimum width of at least 12 feet per lane of traffic.

(2) Residential uses.

- a. The maximum width of a residential driveway access to an off-street parking or other vehicular use area shall be 20 feet for two-way vehicular movement and ten feet for one-way vehicular movement. Single family residential structures with three vehicular garage openings may allow driveway adjustments for front loaded garages as indicated in the table below. No more than one two-way access way shall be permitted for any street frontage up to 100 lineal feet, such standards to be applicable to any property under one ownership. Where such ownership involves over 151 feet of street frontage, one additional two-way or two additional one-way drives may be permitted.

Table 1: SINGLE FAMILY RESIDENTIAL DRIVEWAY WIDTH STANDARDS

<u>LOT WIDTH</u>	<u>MAXIMUM DRIVEWAY (FT)</u>	<u>DRIVEWAY APRON WITH FLARES (FT)</u>
<u>Less than 60 ft.</u>	<u>20</u>	<u>26</u>
<u>Greater than 60 ft.</u>	<u>30</u>	<u>36</u>

- b. Where such ownership involves over 251 feet of street frontage, one additional two-way or two additional one-way drives may be permitted for each additional 100 feet of frontage.
- c. The City has the right to require owners who rebuild or rehabilitate substandard driveways to reconstruct them to meet the requirements of this Chapter and other requirements of this Land Development Code.

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Section 98-10 - Driveway construction standards.

Driveways constructed below street grade must rise to an elevation at least to the top of the curb height on City right-of-way before reaching the owner's property line. Driveways constructed above the street grade should not exceed a grade of ~~three-fourths~~ one inch per foot from the top of the curb to provide for vehicular clearance, unless otherwise approved by the City Engineer. Sidewalks located within driveways shall be constructed in conformance with standards established by Chapter 110, pertaining to subdivisions. All driveways and sidewalks shall be constructed in accordance with adopted City standards.

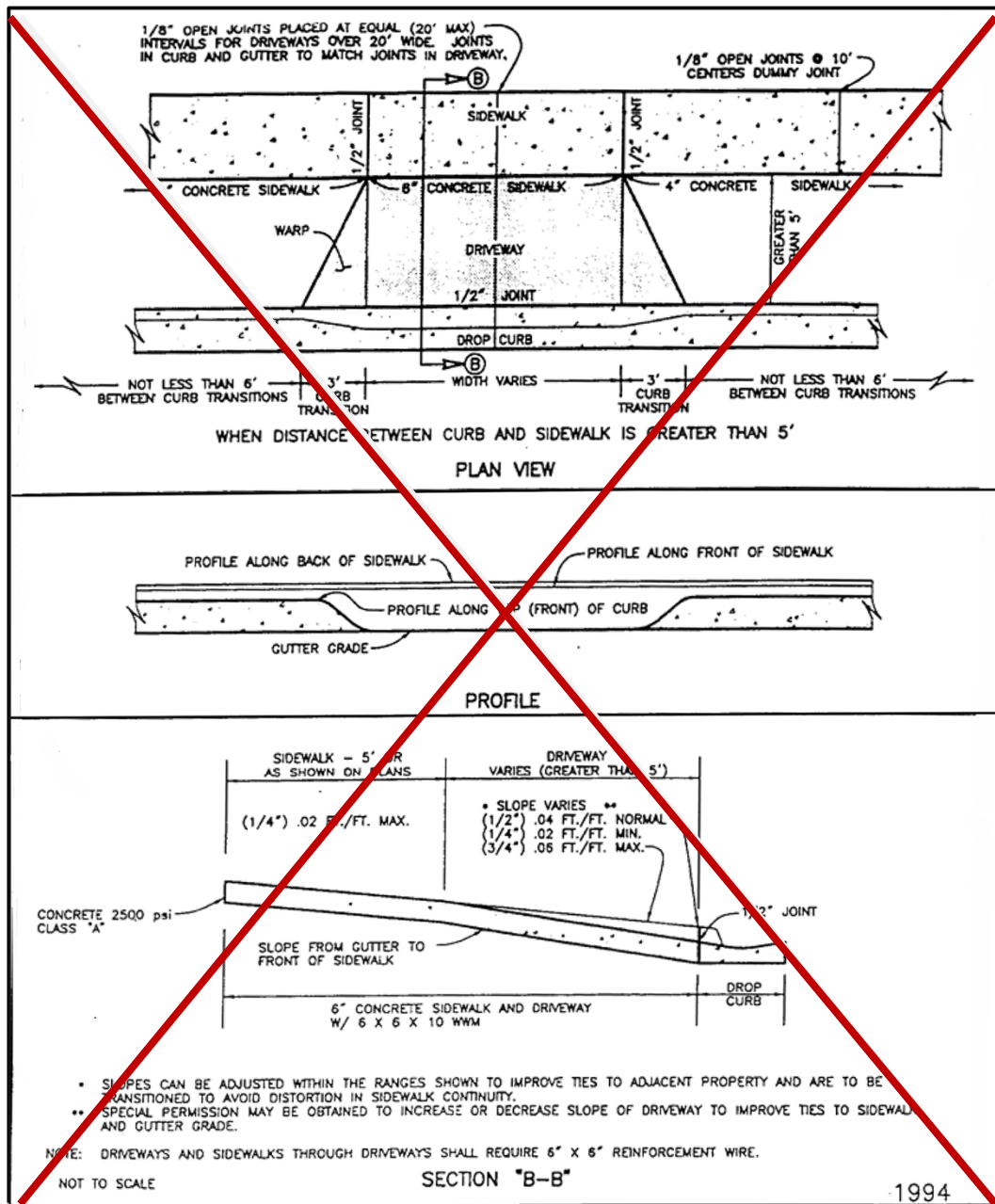
Section 110-274 – Illustrations.

The following illustrations depict certain construction details relevant to this chapter.

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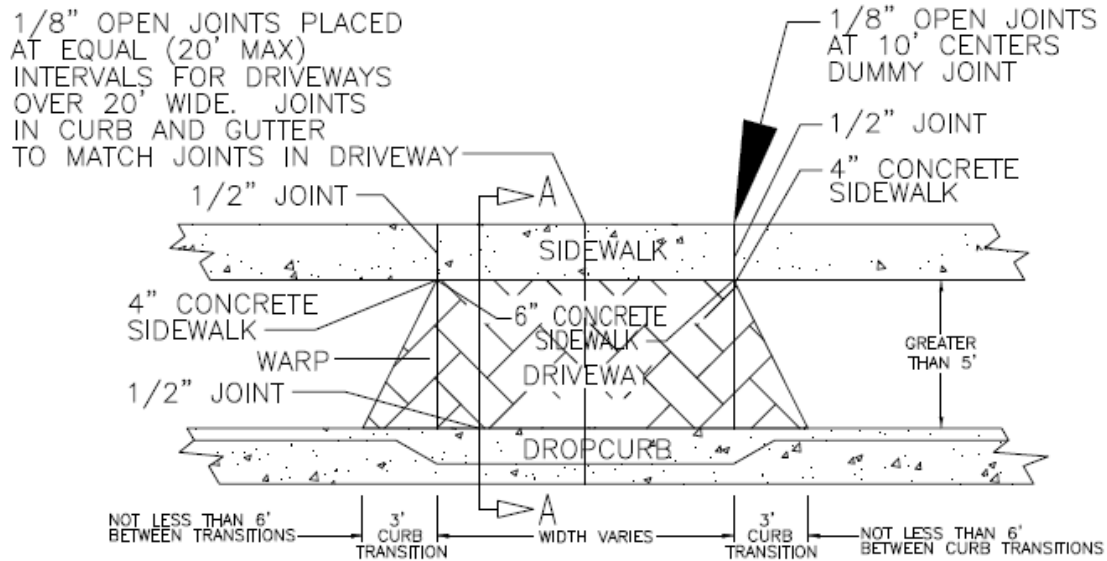
3

Figure 110-274A. Detail of Sidewalk and Paved Driveway Construction



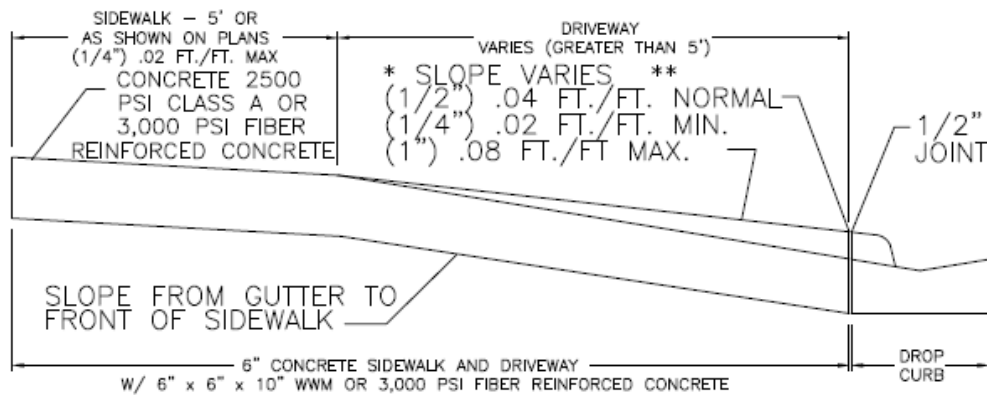
4

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PLAN VIEW

WHEN DISTANCE BETWEEN CURB AND SIDEWALK IS GREATER THAN 5 FEET

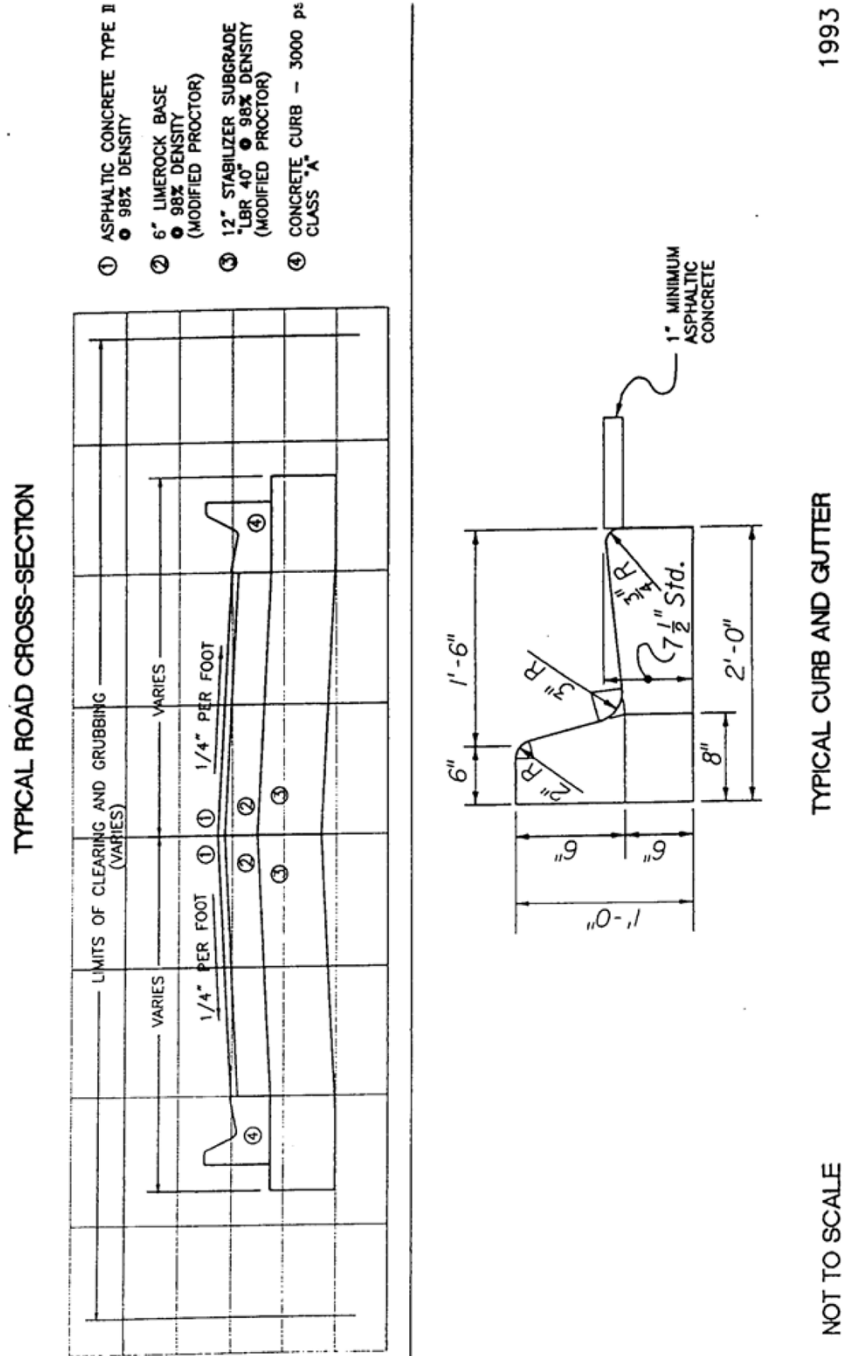


SECTION A-A

- * SLOPES CAN BE ADJUSTED WITHIN THE RANGES SHOWN TO IMPROVE TIES TO ADJACENT PROPERTY AND ARE TO BE TRANSITIONED TO AVOID DISTORTION IN SIDEWALK CONTINUITY
 - ** SPECIAL PERMISSION MAY BE OBTAINED TO INCREASE OR DECREASE SLOPE OF DRIVEWAY TO IMPROVE TIES TO SIDEWALK AND GUTTER GRADE
- NOTE: DRIVEWAYS AND SIDEWALKS THROUGH DRIVEWAYS SHALL REQUIRE 6" x 6" REINFORCEMENT WIRE OR 3,000 PSI FIBER REINFORCED CONCRETE.

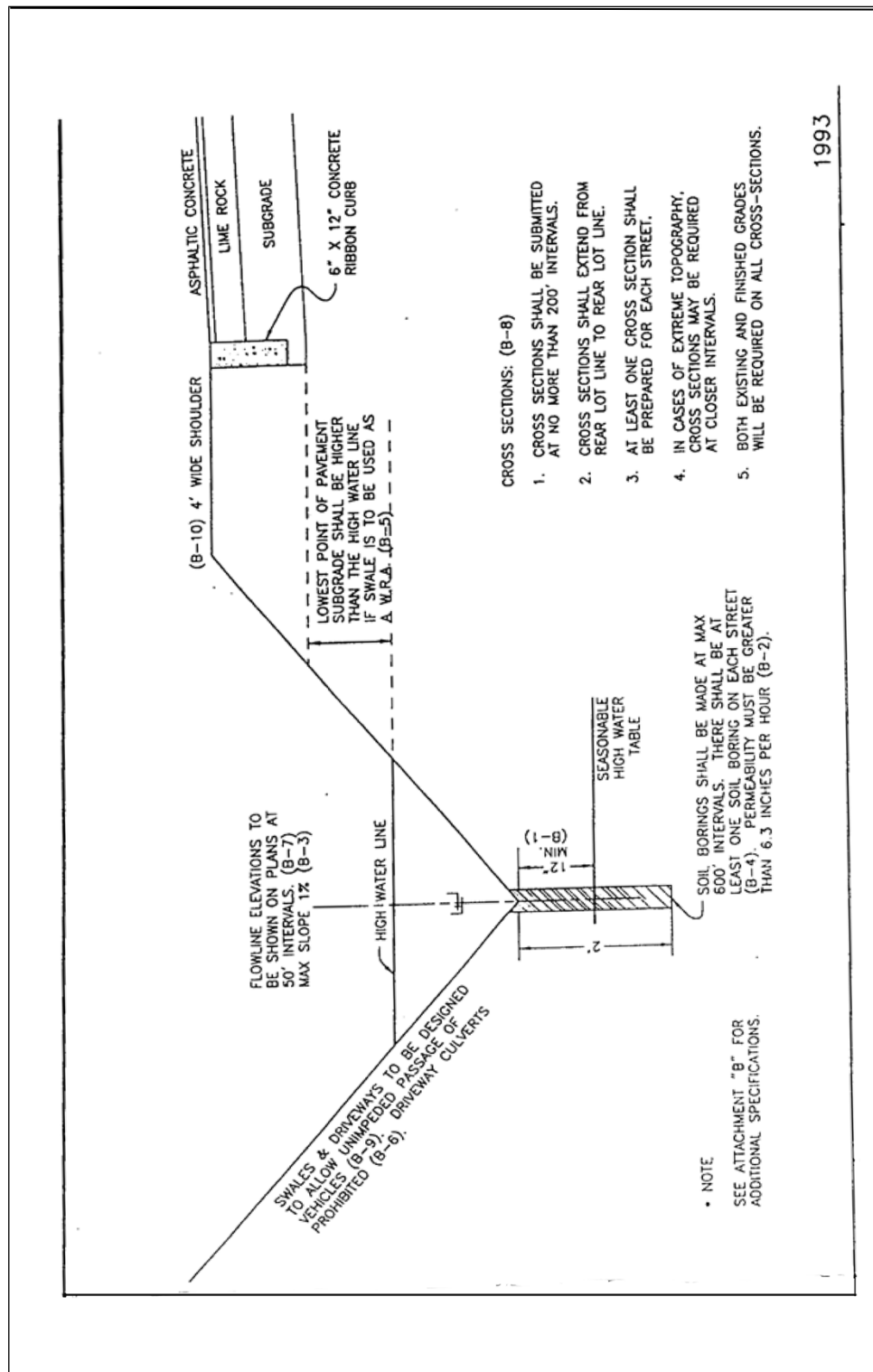
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Figure 110-274B. Typical Curb and Gutter and Road Cross Section Details



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Figure 110-274C. Swale Details
(Not to Scale)



1993

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REQUIREMENTS FOR SWALE ROADWAYS

B-1 Lowest portion of swale must be more than 12 inches above the seasonal high-water table.

B-2 Soil must have a permeability greater than 6.3 inches per hour.

B-3 Slope of swale flow line shall not exceed a one percent gradient.

B-4 Soil borings shall be made at 600-foot intervals to a depth of two feet below the design swale flow line. There shall be at least one soil boring on each street swale.

B-5 When the swale is to be used as part of a water retention system, the high water line shall be below the lowest point of the pavement sub-base.

B-6 Driveway culverts are prohibited.

B-7 A complete subdivision grading plan shall be submitted. The grading plan shall show design swale flow line elevations at 50-foot intervals to facilitate setting driveway elevations.

B-8 Cross sections at 200-foot intervals along each street shall be submitted. Cross sections shall extend from rear lot line to rear lot line. At least one cross section shall be prepared for each street. In cases of extreme topography, cross sections may be required at closer intervals. Cross sections shall show existing and finished grades.

B-9 Swales and driveways shall be designed to allow for passage of vehicles without striking the underside.

B-10 A four-foot-wide established grass shoulder shall be constructed between the edge of pavement and swale.

CITY OF CLERMONT
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PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 8th day of December, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Three Vehicular Driveway Width Standards



City of Clermont - Existing Three Vehicle Garage Driveway Example



Lake County - Three Vehicle Garage Driveway Example

Extend driveway and Apron for 3-car garage

183

48'37"E EL.=179.1

199.95'

16.6'

7.5' D.U.E.

65.83'

A/C

18.33'

11.33'

3.7'

13.3'

11.33'

19.67'

62.00'

7.5' D.U.E.

15.4'

15.0'

13.33'

4.17'

6.00'

11.17'

3.17'

11.50'

15.1'

EL.=178.8

COVERED ENTRY

30' D/W

BRICK PAVERS

25.5'

10' U.E.

5'S/W

41'37'49"

CURB INLET R=2962.55

A=84.30

56.3'

127 sf

F.I.R.C. LB#6605 EL.=178.4

C/L EL=176.79

FOXHOUND DRIVE

60' R/W PER PLAT

N89°26'27"W

199.15'

77.63

77.5

BOX R.C. LB#6605

177.3

567°37'05"E

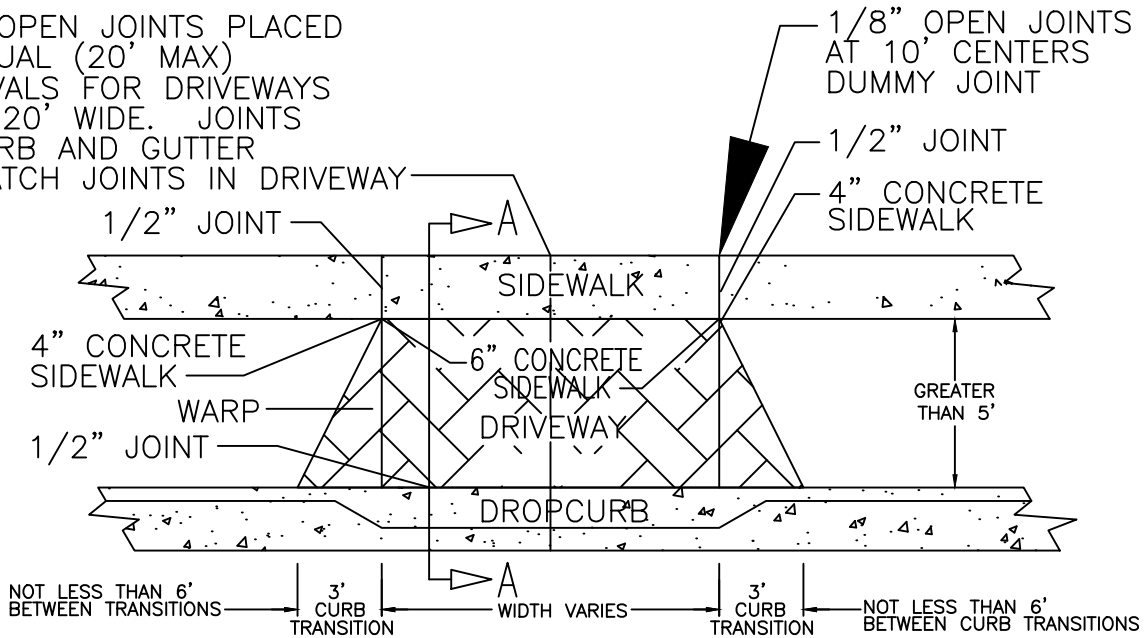
32.34'

30.0'

FND PK

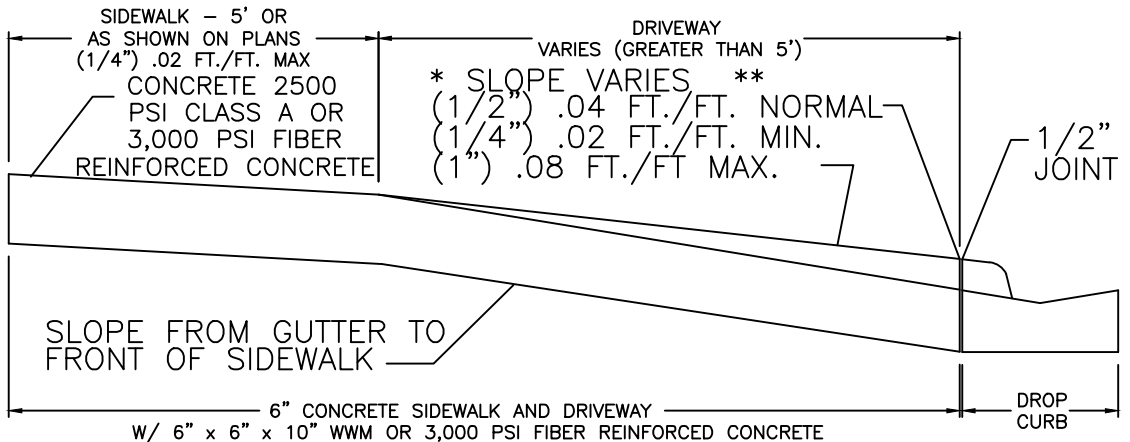


1/8" OPEN JOINTS PLACED AT EQUAL (20' MAX) INTERVALS FOR DRIVEWAYS OVER 20' WIDE. JOINTS IN CURB AND GUTTER TO MATCH JOINTS IN DRIVEWAY



PLAN VIEW

WHEN DISTANCE BETWEEN CURB AND SIDEWALK IS GREATER THAN 5 FEET



SECTION A-A

* SLOPES CAN BE ADJUSTED WITHIN THE RANGES SHOWN TO IMPROVE TIES TO ADJACENT PROPERTY AND ARE TO BE TRANSITIONED TO AVOID DISTORTION BE TRANSITIONED TO AVOID DISTORTION IN SIDEWALK CONTINUITY

** SPECIAL PERMISSION MAY BE OBTAINED TO INCREASE OR DECREASE SLOPE OF DRIVEWAY TO IMPROVE TIES TO SIDEWALK AND GUTTER GRADE

NOTE: DRIVEWAYS AND SIDEWALKS THROUGH DRIVEWAYS SHALL REQUIRE 6" x 6" REINFORCEMENT WIRE OR 3,000 PSI FIBER REINFORCED CONCRETE.

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Mr. Hitt stated that the city is in the process of replacing the benches and picnic tables throughout the city. He stated that he will talk to Public Works about the bushes and street sweeper.

Charles Forth, 939 W. Desoto St., stated that he questioned why the areas being included weren't included previously. He stated that we need to do everything we can to include the residents with the grant money to help improve their properties.

Commissioner Whitehead moved to recommend approval of the realignment of the CRA District; seconded by Commissioner Smith. The vote was unanimous to recommend approval.

3. REQUEST FOR CAPITAL IMPROVEMENTS ELEMENT AMENDMENT

REQUEST: To amend the Goals, Objectives and Policies of the Capital Improvements Element of the comprehensive plan to update the five-year schedule of capital improvements.

APPLICANT: City Staff

Senior Planner Kruse presented the staff report as follows:

Florida Statutes require annual updates to local governments' Capital Improvements Elements of their comprehensive plans. Enclosed is the supporting documentation for Ordinance No. 2015-76, adopting changes to the Capital Improvements Element of the comprehensive plan.

Staff recommends approval.

Commissioner Whitehead moved to recommend approval of the Capital Improvements Element amendment; seconded by Commissioner Solis. The vote was unanimous to recommend approval.

4. REQUEST FOR LDC AMENDMENT

REQUEST: To amend Chapter 54 Streets, Sidewalks and Other Public Places, Section 54-78 Driveway Construction Standards; Chapter 98 Parking and Vehicular Use Areas, Section 98-9 Access, 98-10 Driveway Construction Standards; and Chapter 110, Section 110-274 Illustrations

APPLICANT: City Staff

Planner Guerrero presented the staff report as follows:

Staff is proposing language to the Land Development Code (LDC) to allow an increase in driveway width leading into garages that face the street. Recent demand for single family homes with three vehicle garages has led to an increased interest to alter driveway width in order to provide feasible and safe vehicle access. Current code allows driveways up to 20 feet in width. This width can accommodate two car garages in a reasonable manner. To accommodate single family residential structures with three vehicular garage openings, City staff recommends adjusting driveway width standards for front-loaded garages to be up to 30 feet in width for lots

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60 feet or greater. For lots less than 60 feet, a variance will be required in order to grant an applicant's request. Staff believes the additional width would also reduce the demand for on-street parking by providing more area to park on the lot. Lake County's land development regulations do not limit driveway width standards for three vehicular front-load garages, as shown in the included exhibit.

While recommending code changes to the driveway width, the City's Engineering Department also recommends making two additional changes that deal with driveway construction. The City engineer has recommended adjusting the maximum slope for driveways above street grade to one inch per foot from the top of the curb and to allow fiber-reinforced concrete with a strength of 3,000 psi to be used as well as 6x6 wire-welded mesh with strength of 2,500 psi concrete.

Staff is in support of the above recommended changes for the increase in driveway width, change in slope, and the fiber-reinforced concrete option. If approved, changes in the LDC would occur in Sec. 54-78 - Driveway construction standards, Sec. 98-9 – Access, Sec. 98-10 – Driveway construction standards, and Sec. 110-274 – Illustrations.

Commissioner Proli moved to recommend approval of the land development code amendment; seconded by Commissioner Whitehead. The vote was unanimous to recommend approval.

5. REQUEST FOR LDC AMENDMENT

REQUEST: To amend Chapter 34 Environment, Sections 34-31 Loud, Disturbing and Unnecessary; Enumeration; 34-32 Business Noises Adjacent to Residential Sections of the City; 34-33 maintaining Noisy Premises; and adding Sections 34-34 Findings of Fact; 34-35 Prohibited Acts; 34-36 Maximum Permissible Sound Level Limits; 34-37 Sound Measurement; 34-38 Exceptions; 34-39 Conflicts in Restrictive Standard; 34-40 Enforcement; 34-41 Other Remedies; 34-42 Liability of Enforcement Officer;; 34-43 Administration, 34-44 Measurement of Noise.

APPLICANT: City Staff

Planning Manager Henschel presented the staff report as follows:

Staff recommends approval of Ordinance 2015-79, which revises the existing Land Development Code sections dealing with noise and adds new provisions. These sections dealing with noise pollution have been the subject of recent code enforcement cases that have come before the Code Enforcement Board and City Council for resolution.

The proposed changes to Chapter 34 Environment include measurements for sound levels, added definitions, additional time allotments for individual users, and exemptions. The current City code allows the individual officer to make the determination that the disturbing noise is in violation of the code. The proposed changes and additions provide for a more precise level of measurement in determining if the audible nuisance is in fact a code violation.

LEGAL NOTICE

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

ORDINANCE NO. 2015-78

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 54 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, SECTION 54-78 DRIVEWAY CONSTRUCTION STANDARDS; CHAPTER 98 PARKING AND VEHICULAR USE AREAS, SECTION 98-9 ACCESS, SECTION 98-10 DRIVEWAY CONSTRUCTION STANDARDS; CHAPTER 110 SUBDIVISIONS, SECTION 110-274 ILLUSTRATIONS; PROVIDING FOR CODIFICATION; SEVERABILITY; EFFECTIVE DATE; AND PUBLICATION.

This ordinance will be considered by the Planning & Zoning Commission on Tuesday, November 3, 2015 at 6:30 P.M.

A public meeting to consider the ordinance will be held before the City Council on Tuesday, December 8, 2015 at 6:30 p.m. for final enactment.

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

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

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
October 27, and November 24, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 8, 2015		
Agenda Item Name		
Ordinance No. 2015-79 <i>Final Noise LDC Amendment</i>		
Requested Action		
Move to approve Ordinance 2015-79.		
Staff Report		
Staff recommends approval of Ordinance 2015-79, which revises the existing Land Development Code sections dealing with noise and adds new provisions. These sections dealing with noise pollution have been the subject of recent code enforcement cases that have come before the Code Enforcement Board and City Council for resolution. The proposed changes to Chapter 34 Environment include measurements for sound levels, added definitions, additional time allotments for individual users, and exemptions. The current City Code allows the individual officer to make the determination that the disturbing noise is in violation of the Code. The proposed changes and additions provide for a more precise level of measurement in determining if the audible nuisance is in fact a Code violation. At the Planning & Zoning Commission meeting November 3, 2015, Commissioner Cuqui Whitehead moved to recommend approval of the LDC amendment; seconded by Commissioner Carlos Solis. The vote was unanimous to recommend approval.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	ORD 2015-79.doc	
2. Code Changes	Proposed noise ordinance.doc	
3. P&Z minutes	P&Z minutes.pdf	
4. Legal ad	2015-79 Noise legal ad.doc	

CITY OF CLERMONT
ORDINANCE No. 2015-79

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 34 ENVIRONMENT, SECTION 34-31 LOUD, DISTURBING AND UNNECESSARY; ENUMERATION; SECTION 34-32 BUSINESS NOISES ADJACENT TO RESIDENTIAL SECTIONS OF THE CITY; SECTION 34-33 MAINTAINING NOISY PREMISES; AND ADDING TO CHAPTER 34 ENVIRONMENT; SECTION 34-34 FINDINGS OF FACT; SECTION 34-35 PROHIBITED ACTS; SECTION 34-36 MAXIMUM PERMISSIBLE SOUND LEVEL LIMITS; SECTION 34-37 SOUND MEASUREMENT; SECTION 34-38 EXCEPTIONS; SECTION 34-39 CONFLICTS IN RESTRICTIVE STANDARD; SECTION 34-40 ENFORCEMENT; SECTION 34-41 OTHER REMEDIES; SECTION 34-42 LIABILITY OF ENFORCEMENT OFFICER; SECTION 34-43 ADMINISTRATION; SECTION 34-44 MEASUREMENT OF NOISE; PROVIDING FOR CODIFICATION; SEVERABILITY; EFFECTIVE DATE; AND PUBLICATION.

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, the City of Clermont Planning and Zoning Commission, acting as the Local Planning Agency of the City, has held a public hearing on November 3, 2015 and following such hearing found this Ordinance to be in the best interest of the City of Clermont, and recommended that the City Council adopt this Ordinance; and

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

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

SECTION 1.

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

SECTION 2.

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

Chapter 34 – ENVIRONMENT

~~Sec. 34-31. – Loud, disturbing and unnecessary; enumeration.~~

~~The creation of any unreasonably loud, disturbing and unnecessary noise in the city is prohibited. Noise of such character, intensity and duration as to be detrimental to the life or~~

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ORDINANCE No. 2015-79

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health of any individual is prohibited. The following acts, among others, are declared to be loud, disturbing and unnecessary noises in violation of this section, but such enumeration shall not be deemed to be exclusive:

- (1) — *Blowing horns or signal devices.* The sounding of any horn or signal device on any automobile, motorcycle, bus or other vehicle while not in motion, except as a danger signal if another vehicle is approaching apparently out of control, or if in motion only as a danger signal after or as brakes are being applied and deceleration of the vehicle is intended, the creation by means of any such signal device of any unreasonably loud or harsh sound, and the sounding of such device for an unnecessary and unreasonable period of time.
- (2) — *Building operations.* The erection (including excavation), demolition, alteration or repair of any building other than between the hours of 7:00 a.m. and 8:00 p.m. Monday through Saturday and 9:00 a.m. to 6:00 p.m. on Sunday, except in case of urgent necessity in the interest of public safety and then only with the permission of the planning and zoning department.
- (3) — *Exhaust discharge.* The discharge into the open air of any steam engine, stationary internal combustion engine, motor vehicle or motor boat engine, except through a muffler or other device which will effectively prevent loud noises therefrom.
- (4) — *Fireworks.* The use of fireworks and other noise-making explosives and devices, unless a written permit is first obtained as provided by law.
- (5) — *Hawking and peddling.* The shouting and crying of peddlers, hawkers and vendors which disturb the peace and quiet of the neighborhood.
- (6) — *Keeping of animals.* The keeping of any animal or bird, which by causing frequent or loud noise shall disturb the comfort and repose of any person in the vicinity.
- (7) — *Loading and unloading operations.* The creation of a loud and excessive noise in connection with loading or unloading of any vehicle, trailer or container, or the opening and destruction of bales, boxes, crates and containers.
- (8) — *Noises near churches, schools, institutions of learning or hospitals.* The creation of any excessive noise on any street adjacent to any church, school or institution of learning while the same are in session, or adjacent to any hospital, which unreasonably interferes with the workings of such institutions, provided conspicuous signs are displayed in such streets indicating that the same is a church, school or hospital.
- (9) — *Noises to attract attention.* The use of any drum, pan, pail, bell, horn, trumpet, loudspeaker or other instrument or device for the purpose of attracting attention or intended to attract attention to any performance, show, sale or display of merchandise, except after obtaining permission from the city.
- (10) — *Playing of radio, phonograph or any musical instrument.* The playing of any radio, phonograph or any musical instrument in such a manner or with such volume, particularly during the hours between 11:00 p.m. and 7:00 a.m., as to annoy or disturb the quiet, comfort or repose of persons in any dwelling, hotel or other type of residence.

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(11) ~~*Use of vehicles.* The use of any automobile, motorcycle or vehicle so out of repair, so loaded or in such a manner as to create loud and unnecessary grating, grinding, rattling or other noise.~~

Sec. 34-32. – Business noises adjacent to residential sections of the city.

Noises created from nonresidential areas that are adjacent to or spill over into residential areas shall be prohibited in accordance with the hours listed below. Noises may include but are not limited to the following: The blowing or burning of carbon from cylinders, testing engines, operating machinery or the performing of any kind of work of any nature whatsoever, which produces noises of any kind audible outside of any garage, shop or other place of business located adjacent to the residential sections of the city between the hours of 9:00 p.m. and 7:00 a.m. on any day shall be a violation of the Code. Truck deliveries shall also be prohibited between the hours of 10:00 p.m. and 7:00 a.m. for the same locations adjacent to residential sections of the city.

Sec. 34-33. – Maintaining noisy premises.

Whoever permits the assembling or congregating of noisy, drunk or dissolute persons upon the premises owned, occupied or controlled by him; or whoever conducts any business or trade in such a manner as to make or cause to be made disturbing, unusual, offensive or annoying noises in connection therewith, or so as to make such place of business or the vicinity thereof, or so as to cause crowds of idle, dissolute, drunken or disorderly persons to assemble in, or in the vicinity of such place of trade or business, shall be deemed guilty of maintaining a nuisance.

ARTICLE II. - NOISE

Sec. 34-31. - Scope.

This article shall be effective throughout the city limits.

Sec. 34-32. - Purpose.

The purpose of this article is to prevent and prohibit excessive and unnecessary noise and provide for the abatement of excessive and unnecessary noise in order to protect the health, safety and general welfare of people in the city and to restrict excessive unnecessary noise throughout the city.

Sec. 34-33. - Terminology, standards and definitions.

(a) *Terminology and standards.* All technical acoustical terminology and standards used in this article which are not defined in subsection (b) of this section shall be read or construed in conformance with applicable publications of the American National Standards Institute, Inc. (ANSI), or its successor body.

(b) *Definitions.* The following words, terms and phrases, when used in this article, shall

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have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

A-weighted sound pressure level means the sound pressure level, in decibels, as measured on a sound level meter using the A-weighting network. The level so read shall be designated as
db(A) or dBA.

Ambient noise level means the sound pressure level of the all-encompassing noise emanating from a given environment, usually being a composite of sounds from many sources.

Amplified sound equipment means electronic or other equipment that projects or transmits music, sound waves, vibration or speech, including but not limited to, a loudspeaker, megaphone, amplifier or public address system.

Commercial use means uses allowed under the zoning designations of C-1, C-2, and M-1.

Construction means any site preparation, assembly, erection, substantial repair, alteration, or similar action, for or on public or private thoroughfares, structures, utilities or similar property.

Decibel or dB means a unit for measuring the volume of sound; it is a logarithmic (dimensionless) unit of measure used in describing the amplitude of sound.

Demolition means any dismantling, destructing, razing or removal of structures, utilities, public or private thoroughfare surfaces, or similar property.

Device means a mechanism which is intended to produce or which actually produces noise when operated or handled.

Emergency means any occurrence or circumstance involving actual or imminent physical death or trauma or property damage, demanding immediate emergency work or service. It shall be the burden of the alleged violator to prove the "emergency".

Emergency vehicle means a motor vehicle, boat or aircraft used in response to an emergency. Such vehicles include, but are not limited to, police vehicles, fire and rescue vehicles, and ambulances.

Fluctuating noise means the sound pressure level of noise varying more than six dB(A) during the period of observation when measured with the slow meter characteristic of a sound level meter. It does not equal the previously existing ambient noise level more than once during the period of observation.

Impulsive sound means a sound of short duration, usually less than one second and of high

intensity, with an abrupt onset and rapid decay. Examples of sources of impulsive sound include explosions, drop forge impacts, the barking of dogs, and the beating of drums.

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Industrial use means uses allowed under the zoning designation M-1.

Level, day-night (Ldn) means a 24-hour average of the A-weighted sound pressure level, with the levels during the period of 10:00 p.m. to 7:00 a.m. increased by ten dB(A) before averaging.

Motor vehicle means any vehicle defined as a motor vehicle by F.S. § 320.01(1), including but not limited to, passenger cars, trucks, truck trailers, semitrailers, campers, motorcycles, minibikes, go-carts, amphibious craft on land, dune buggies, and racing vehicles which are propelled by mechanical power.

Motorboat means any vehicle which is primarily operated on water or which does operate on water, such as boats, barges, amphibious craft, or hover craft, and which is propelled by mechanical power.

Muffler means any apparatus consisting of baffles, chambers, or acoustical absorbing material whose primary purpose is to transmit liquids or gases while causing a reduction in sound emission at one end.

Multifamily residential dwelling means a building designed or used exclusively for residential occupancy by two or more families.

Multifamily residential dwelling unit means the portion of a multifamily residential dwelling designed or used exclusively for residential occupancy by only one family.

Noise means any sound produced in such quantity and for such duration that it annoys, disturbs, endangers or injures the comfort, repose, health, peace, or safety of a reasonably prudent person of ordinary sensibilities, and also includes sounds at or above decibel levels as specifically prohibited by this article.

Noise-sensitive zone means a quiet zone which is open or in session, and which is demarcated by conspicuous signs identifying it as a quiet zone. Noise-sensitive zones may be established only for schools, public libraries, churches, hospitals, and nursing homes. These zones are to be established as approved by the city commission.

Office use means uses allowed under the zoning designation O-1.

Period of observation means the time interval during which acoustical data and facts are obtained.

Person means any natural person, individual, association, partnership, corporation, municipality, governmental agency, business trust, estate, trust, two or more persons having a joint or common

interest or any other legal entity and includes any officer, employee, department, agency or instrumentality of the United States, a state or any political subdivision of a state or any other entity whatsoever or any combination of such, jointly or severally.

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Police department means the city police department and each officer thereof.

Powered model vehicles means any powered vehicles, either airborne, waterborne or landborne, which are designed not to carry persons or property, such as, but not limited to, model airplanes, boats, cars, rockets, and which are being propelled by mechanical means.

Property line means an imaginary line along the surface of land or water, and its vertical plane extension, which separates the real property owned, rented or leased by one person from the real property owned, rented or leased by another person.

Public right-of-way means any street, avenue, boulevard, highway, sidewalk, alley, or similar place normally accessible to the public which is owned or controlled by the city, county, state or federal government.

Pure tone means any sound which can be distinctly heard as a single pitch or a set of single pitches. For the purposes of measurement, a pure tone shall exist if the one-third octave band sound pressure level in the band with the tone exceeds the arithmetic average of the sound pressure levels of the two contiguous one-third octave bands by five dB for center frequencies of 500 Hz and above and by eight dB for center frequencies between 160 and 400 Hz and by 15 dB for center frequencies less than or equal to 125 Hz.

Receiving land use means the use of the land which is receiving the sound or noise as designated by the City of Clermont Zoning Map (and for recently incorporated areas, the effective zoning category).

Residential use means uses allowed under a zoning designation of UE, R-1A, R-1, R-2, R-3, R-3A, and planned unit development.

RMS sound pressure means the square root of the time averaged square of the sound pressure.

Single-family residential dwelling means a detached dwelling containing complete housekeeping facilities for only one family, designed for or occupied exclusively by one family for usual domestic purposes, and having no enclosed space or cooking facilities or sanitary facilities in common with any other dwelling.

Single-family residential dwelling lot means the parcel of land upon which a single-family residential dwelling is located.

Sound means an oscillation in pressure, stress, particle displacement, particle velocity or other

physical parameter, in a medium with internal forces. The description of sound may include any characteristic of such sound, including duration, intensity, and frequency.

Sound level means the weighted sound pressure level obtained by the use of a metering

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characteristic and weighting A, B, or C as specified in American National Standards Institute specifications for sound level meters (ANSI S1.4-1971), or successor publications. If the weighting employed is not indicated, the A-weighting shall apply.

Sound level meter means an instrument which includes a microphone, amplifier, RMS detector, integrator or time averager, output meter, and weighting network used to measure sound pressure levels. The output meter reads sound pressure level when properly calibrated. The instrument is of type 2 or better, as specified in the American National Standards Institute publication entitled "Specifications for Sound-Level Meters," designated as ANSI S1.4-1971, or successor publication.

Sound pressure means the instantaneous difference between the actual pressure and the average or barometric pressure at a given point in space, as produced by the presence of sound energy.

Sound pressure level means 20 times the logarithm to the base 10 of the ratio of the RMS sound pressure to the reference pressure of 20 micronewtons per meter squared. The sound pressure level is denoted L_p or SPL and is expressed in decibels.

Steady noise means a sound pressure level which remains essentially constant during the period of observation, i.e., the fluctuations are too small to meet the criteria for fluctuating noise.

Sec. 34-34. - Findings of fact.

- (a) Excessive and unnecessary noise interferes with the quality of life and the health, safety and general welfare of the public.
- (b) In particular, excessive and unnecessary noise can and does cause adverse psychological and physiological effects in humans, inefficiency, accidents and other undesirable and dangerous conditions.
- (c) A substantial body of science and technology exists by which noise may be measured and substantially abated.

Sec. 34-35. - Prohibited acts.

- (a) It shall be unlawful for any person to produce, cause to be produced, allow to be produced or project, by any means, any sound or noise across a property line in such manner as to create a sound level which exceeds the limits set forth for the receiving land use listed in section 34-36 when measured at or within the property line of the receiving property. For any activity or use of land or buildings not expressly listed in

the zoning districts in the city, the city commission, upon notice to the owner or occupant of the property producing sound, may determine the category of use under this article for which the activity or use is to be considered. Notwithstanding the foregoing, the existence of a noise which relates to the receiving land use listed in

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section 34-40 may be determined by the city's law enforcement officers, code enforcement officers, code inspectors, and/or their agents pursuant to section 34-40(a)(1).

(b) Notwithstanding any violation of subsection (a) above, the following specific uses, activities and circumstances are declared to be in violation of this article:

(1) *Radios, television sets, exterior loudspeakers, musical instruments, and similar devices.* Operating or permitting the use or operation of any radio receiving set, exterior loudspeaker, amplified sound equipment, musical instrument, phonograph, television set, or other machine or device for the production or reproduction of sound in such a manner as to create a noise across the boundary of the property, including, without limitation, public and private rights-of-way from which the noise originates. In addition to the preceding, radios, cassette players, disk players and similar devices associated with motor vehicles or motorboats, shall not be operated or amplified in such a manner as to be felt or clearly heard at 25 feet or more from such device, when operated or parked on a public or private right-of-way or public or private space. In determining whether such devices may be clearly heard, the city's law enforcement officers, code enforcement officers, code inspectors, and/or their agents must utilize their normal auditory senses without any enhancements or hearing aids. Particular words or phrases or the name of any song or artist are not required to be identified. The detection of a rhythmic bass reverberating sound shall be sufficient to determine if a violation has occurred. To the extent that the Florida Uniform Traffic Control Law provisions regulate noise originating from within public or private rights of way, those provisions shall apply where currently existing or as amended.

(2) *Construction equipment and activity.* Operating or causing to be operated any equipment or performing any outside activity in furtherance of construction, repair, alteration or demolition work on buildings, structures, roads, or projects within the city except between the hours of 7:00 a.m. and 9:00 p.m. Monday through Friday and between the hours of 9:00 a.m. and 9:00 p.m. on Saturday, excluding all legal, state, and nationally recognized holidays. A variance may be obtained as set forth in this article from the city for such construction or repair work outside of such hours.

(3) *Engine mufflers.* Operation of any internal combustion engine, including but not limited to an engine associated with a motor boat, or motor vehicle without

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a muffler or other effective sound-dampening device which functions as designed by the manufacturer muffler or other effective sound-dampening device, which prevents loud or explosive noise therefrom.

(4) *Motor vehicle, motorcycle or motorboat repair in residential areas.* Repairing, rebuilding, modifying or testing any motor vehicle, off-road vehicle, or

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motorboat within or abutting any residential land use designation in such a manner as to create noise across the boundary of the property, including without limitation, public and private rights-of-way from which the noise originated between the hours of 9:00 p.m. and 7:00 a.m.

- (5) *Activities in the vicinity of schools, courts, churches, and hospitals.* Creating sound on any street adjacent to any school, court, church, or hospital which sound constitutes a noise as perceived from the interior of such institution.
- (6) *Peddlers, hawkers, or vendors.* It shall be unlawful for peddlers, hawkers, or vendors to shout or cry along or on a roadway in such a manner as to create noise on property outside the right-of-way.
- (7) *Drums, cymbals, and amplified sound equipment.* Creating, making, or maintaining any sound by the use of any drum, cymbals, amplified sound equipment, or other similar instruments in the city for the purpose of attracting attention to any performance, show, sale, or display of merchandise, or place of business so that a noise is projected across the boundary of the property from which the noise originates.
- (8) *Bells or sirens on vehicles.* Using, in connection with an unauthorized vehicle, any bell or siren similar to that used on ambulances or vehicles of the police, fire departments, and other public safety agencies.
- (9) *Skateboard ramps.* Using any skateboard ramp or similar configuration for skateboarding or rollerblading between 9:00 p.m. and 7:00 a.m. in a residential land use designation in a manner that results in noise across the boundary of the property from which the noise originates.
- (10) *Air blow or vacuum cleaners.* Operating any air-blow or vacuum cleaning equipment or similar devices for the cleaning of parking lots, walkways, driveways, or similar areas between the hours of 9:00 p.m. and 7:00 a.m. that results in noise across the boundary of the property from which the noise originates.
- (11) *Places of public entertainment.* It shall be unlawful for any public entertainment establishment or person associated with or working for said

- (12) establishment to operate, play or permit the operation or playing of any radio, television, phonograph, drum, musical instrument, sound amplifier, or similar device between the hours of 11:00 p.m. and 7:00 a.m. in such a manner as to create a noise across the boundary of the property from which the noise originates.
- (13) *Landscape maintenance.* Undertaking landscape maintenance activities in such

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a manner as to create noise across the boundary of the property from which the noise originates between the hours of 9:00 p.m. and 7:00 a.m. Golf courses engaged in the regular maintenance of greens, fairways, practice areas, etc. are exempt from this provision.

- (14) *Powered model vehicles.* Operating or permitting the operation of powered model vehicles in such a manner as to create noise across the boundary of the property from which the noise originates between the hours of 9:00 p.m. and 7:00 a.m.
- (15) *Animal noises.* It shall be unlawful for the owner or custodian of any animal to permit such animal to habitually bark, whine, howl, squawk, screech, bray, crow or cause any other noise which constitutes a noise experienced across the boundary of the property from which the noise originates.
- (16) *Loading docks.* It shall be unlawful for any commercial or industrial establishment to engage in any loading or unloading of equipment or merchandise from a vehicle between the hours of 9:00 p.m. and 7:00 a.m. where such activity results in a noise being generated across the boundary of the property from which the noise originates onto property occupied for residential purposes.
- (17) *Activities within the vicinity of sleeping quarters.* Actions or activities between the hours of 11:00 p.m. and 7:00 a.m. resulting in transmission of a sound across the boundary line of the property where the actions or activities occurs such that the sound constitutes a noise as perceived from within the interior of a building used for residential or lodging purposes.

Sec. 34-36. - Maximum permissible sound level limits.

- (a) The following applicable sound level limits are established for the following applicable times when measured at or within the property lines of the following applicable receiving land use categories:

<u>Receiving Land Use Designation</u>	<u>Time</u>	<u>Sound Level Limit (dBA)</u>
<u>Single-family residential dwelling lot, parcel, or area; any other lot, parcel or area zoned for residential use except a multifamily residential dwelling unit; any noise-sensitive zone</u>	<u>7:00 a.m.—</u>	<u>60</u> <u>55</u>
	<u>9:00 p.m.</u>	
	<u>9:00 p.m.—</u>	
	<u>7:00 a.m.</u>	

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<u>Multifamily residential dwelling unit</u>	<u>7:00 a.m.—</u>	<u>55</u> <u>45</u>
	<u>9:00 p.m.</u>	
	<u>9:00 p.m.—</u>	
	<u>7:00 a.m.</u>	
<u>Lot, parcel or area zoned for office use</u>	<u>7:00 a.m.—</u>	<u>75</u> <u>70</u>
	<u>9:00 p.m.</u>	
	<u>9:00 p.m.—</u>	
	<u>7:00 a.m.</u>	
<u>Commercial other than office use</u>	<u>7:00 a.m.—</u>	<u>75</u> <u>70</u>
	<u>9:00 p.m.</u>	
	<u>9:00 p.m.—</u>	
	<u>7:00 a.m.</u>	
<u>Industrial</u>	<u>7:00 a.m.—</u>	<u>75</u> <u>70</u>
	<u>9:00 p.m.</u>	
	<u>9:00 p.m. -</u>	
	<u>7:00 a.m.</u>	
<u>Agricultural</u>	<u>7:00 a.m.—</u>	<u>75</u> <u>70</u>
	<u>9:00 p.m.</u>	
	<u>9:00 p.m.—</u>	
	<u>7:00 a.m.</u>	

- (b) Any source of sound which emits a pure tone or is characterized as an impulsive sound will reduce by five dBA the sound level limits set forth in subsection (a) of this section.
- (c) To the extent other sections of this article allow sounds at levels that exceed the sound level limits and times specified in the above chart, the other sections of this article control.

Sec. 34-37. - Sound measurement.

Except as may otherwise be provided in section 34-35(b), sound measurements taken under this

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article shall be made with a sound level meter. Recorded measurement shall be taken so as to secure and ensure an accurate representation of the sound. All periods of observation made hereunder shall be determined with regard to the character of the noise being measured and the particular instrument used to make the measurement.

Sec. 34-38. - Exceptions.

- (a) The following noise and sounds are exempt from this article:
- (1) Noise and sounds caused by or related to emergency vehicles, equipment, and personnel during emergencies, which shall be deemed to include all work made

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necessary by an emergency to restore property to a safe condition, all work made necessary by an emergency to restore public utility service and all work made necessary by an emergency to protect persons or property from imminent injury, death, or substantial harm.

- (2) Noise and sounds produced by city, county, state, and federal government vehicles, equipment and personnel during the pursuit of official duties of the respective governments, including but not limited to public works construction and maintenance, authorized safety signals, warning devices and emergency testing.
- (3) Noise and sounds produced by public utility vehicles, equipment and personnel during the pursuit of the public duty of such public utility.
- (4) Noise and sounds produced by activities or events approved by the city commission where the person responsible for such activities or events obtains the city commission's approval after such person clearly and expressly has advised the city commission that the noise or sounds associated with the activities or events would be in violation of this article but for this exemption.
- (5) Noise and sounds produced between the hours of 7:00 a.m. and 9:00 p.m. by the mowing of grass; the operation of other yard maintenance equipment; the construction of properly permitted buildings, structures and other improvements; and the operation of farm equipment during farming activities.
- (6) Railway locomotives and railway cars.
- (7) Aircraft and airport activity conducted in accordance with federal laws and regulations.
- (8) Motor vehicles operating on a public right-of-way subject to F.S. § 316.293 or other provisions of the Florida Uniform Traffic Control Law that regulate noise and sounds originating from within public or private right-of-way where currently existing or as amended.
- (9) Organized athletic contests.
- (10) Noise and sounds produced from churches between the hours of 7:00 a.m. and 10:00 p.m.
- (11) Community events, such as fairs, school activities, community festivals and the like which do not extend their activities beyond 11:00 p.m. or commence before 7:00 a.m. Any community activity which extends beyond 11:00 p.m. or commences before 7:00 a.m. and would otherwise violate this article must apply for and receive prior approval from the city.

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- (12) Noise and sounds produced by an electrical generator during a time period in which regular electrical utility service is temporarily unavailable to the property upon which the generator is located.
- (13) Noise and sound associated with uses or activities for which a variance has been obtained from the city approving such noises and sounds contrary to the restrictions of this article.
- (b) To the extent any portion of this article covers a matter covered by F.S. § 403.415, the Florida Motor Vehicle Noise Prevention and Control Act of 1974, or any other provisions of the Florida Uniform Traffic Control Law, the provisions of this article covered by such act or law shall be of no effect. For matters not covered by the act or law, all of the sections of this article are in full force and effect. Additionally, any violation of such act within the city shall be a violation of this article, and such violation may be penalized and such act may be enforced through the enforcement provisions of this article and this Code.

Sec. 34-39. - Conflicts in restrictive standard.

If this article and section 34-44 provide for different maximum noise levels, the more restrictive maximum level shall apply. If the noise levels (maximum sound pressure level) in section 34-44 cannot be enforced or measurement of such levels is difficult, unduly burdensome or impossible, the sound level limits in this article shall control.

Sec. 34-40. - Enforcement.

- (a) *Determination of violations.* The city's law enforcement officers, the city manager, code enforcement officers, code inspectors, and their agents are empowered to investigate any situation where a person is alleged to be violating section 34-35, section 34-36 or the terms of any variance. These individuals shall have authority to issue citations for all violations of this article. If any of these individuals encounters a circumstance which reasonably indicates that a person is violating a provision of section 34-35 or 34-36, the following standards shall apply depending upon the provision alleged to have been violated:

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- (1) *Violations of section 34-35(a).* If a violation of section 34-35(a) is alleged, a sound level pressure test may be utilized to establish the violation. The city may, through agreement with other local governments or other entities, provide for the measurement of sound and noise and for the performance of sound level pressure tests and other matters as such may be used in the enforcement of this article and the enforcement of section 34-44. Additionally, the city's law enforcement officers, the city manager, code enforcement officers, code inspectors, and/or their agents, may assess whether a particular sound constitutes a noise as to the receiving land use listed in section 34-36. In assessing whether a noise has been or is continuing to be created, the investigating agent shall investigate the matter and be entitled to rely on his or her observations, witness statements, and any other evidence available. In

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determining whether a sound constitutes a noise, the investigating agent shall objectively evaluate the alleged noise by considering several environmental and contextual factors, including, but not limited to, the criteria set forth in section 34-40(a)(2)(i)—(ix), inclusive.

- (2) *Violations of section 34-34(b).* If a violation of section 34-34(b) is alleged, then the city's law enforcement officers, the city manager, code enforcement officers, code inspectors, and/or their agents, in assessing whether a noise has been or is continuing to be created shall investigate the matter and be entitled to rely on their observations, witness statements, and any other evidence available. In determining whether a sound constitutes a noise, the investigating agent shall objectively evaluate the alleged noise by considering several environmental and contextual factors, including, but not limited to, the following:

- (i) The intensity of the alleged noise.
- (ii) The duration of the alleged noise.
- (iii) The relationship of the alleged noise to the intensity of background or ambient sounds, if any.
- (iv) The uses permitted within the zoning district in which the alleged noise emanates or emanated and the uses permitted within zoning districts that lie within 500 feet of the source of the alleged noise.
- (v) The time of the day or night at which the alleged noise occurs.
- (vi) The proximity of the alleged noise to facilities customarily utilized for sleeping purposes.
- (vii) Whether the alleged noise is continuous or impulsive.
- (viii) The existence of additional complaints concerning the alleged noise from additional persons who claim to be affected by the alleged noise.
- (ix) Whether the alleged noise is due to natural occurrences or human-made activities.

- (b) *Enforcement.* In the event that a violation of this article has occurred or is occurring, the city shall have the right to one or more of the following remedies or actions:

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- (1) *Code enforcement proceedings.* The city may initiate a code enforcement proceeding against the person(s) or entities in violation and/or the property owner of the real property where the violation occurs. A violation of this article may be prosecuted as a violation of an itinerant or transient nature and one that is irreparable and irreversible.
- (2) *Civil citation.* A civil citation may be issued against the person(s) or entities in violation as set forth in section 34-61 of the Clermont Code of Ordinances. The city's law enforcement officers or code enforcement officers are authorized to issue notices to appear to the violator(s).
- (3) *Criminal penalty.* The city may prosecute the violator for a criminal

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misdemeanor punishable by a fine not exceeding \$500.00 or imprisonment for a term not exceeding 60 days, or by both such fine and imprisonment in the discretion of the court.

- (4) *Other remedies.* The city may institute any appropriate action at law or in equity to bring about compliance or remedy, including but not limited to, instituting an action in court to enjoin violating actions, in which case the violating person(s) or entity shall be liable to the city for reimbursement of the city's attorneys' fees and costs concerning such action.

Sec. 34-41. - Other remedies.

The city commission or any substantially affected person may bring suit in the circuit court of the county to restrain, enjoin, or otherwise prevent the violation of this article. Nothing contained in this article shall prevent or restrict the city from taking such other lawful actions in any court of competent jurisdiction as is necessary to prevent or remedy any violation or situation of noncompliance. Such other lawful actions may include, but shall not be limited to, an equitable action for injunctive relief or an action at law for damages. All remedies and penalties provided for in this article shall be cumulative and independently available.

Sec. 34-42. - Liability of enforcement officer.

The police department, the environmental protection officer, the city and their agents are immune from prosecution, civil or criminal, for reasonable, good faith trespass upon private property while in the discharge of duties under this article.

Sec. 34-43. - Administration.

The city commission may adopt such ordinances as are necessary to effectively administer this article.

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- (a) *Exemptions for pre-approved city events or activities:*
- (1) It shall not be a violation of section 34-34(a) or section 34-34(b) if the noise at issue relates to or is produced as a result of pre-approved city events or activities. Such exemptions include, but are not limited to, activities and events sponsored by, conducted by, or permitted by the city.

Sec. 34-44. Measurement of Noise.

- (a) *Method of measurement.* For the purpose of this chapter, sound levels shall be measured with a sound level meter and associated octave band filter manufactured according to standards prescribed by the American Standards Association (American Standard Sound Level Meters for Measurement of Noise and Other Sounds, Z24.3-

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1944, American Standards Association, Inc., New York, and American Standard Specification for an Octave-Band Filter Set for the Analysis of Noise and Other Sounds, Z24.10-1953, American Standards Association, Inc., New York, New York).

- (b) Locational requirement for measurement. Sound levels shall be measured along the boundaries of the site.
- (c) Permitted sound levels. Permitted sound levels shall be as follows:

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MAXIMUM SOUND PRESSURE LEVEL
(in decibels 0.0002 dyne per square centimeter)

<u>Octave Band</u> <u>(cycles per</u> <u>second)</u>	<u>Along</u> <u>Residential</u> <u>District</u> <u>Boundaries</u>	<u>Along</u> <u>Commercial</u> <u>and Industrial</u> <u>District</u> <u>Boundaries</u>
<u>0—75</u>	<u>69</u>	<u>79</u>
<u>75—150</u>	<u>54</u>	<u>74</u>
<u>150—300</u>	<u>47</u>	<u>66</u>

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<u>300—600</u>	<u>41</u>	<u>59</u>
<u>600—1,200</u>	<u>37</u>	<u>53</u>
<u>1,200—2,400</u>	<u>34</u>	<u>47</u>
<u>2,400—4,800</u>	<u>31</u>	<u>41</u>
<u>Above 4,800</u>	<u>28</u>	<u>39</u>

(d) Applicability of standards. These standards shall apply to all noises, due to intermittence, beat frequency or shrillness.

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 8th day of December, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

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Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Chapter 34 – ENVIRONMENT

Sec. 34-31. – ~~Loud, disturbing and unnecessary; enumeration.~~

The creation of any unreasonably loud, disturbing and unnecessary noise in the city is prohibited. Noise of such character, intensity and duration as to be detrimental to the life or health of any individual is prohibited. The following acts, among others, are declared to be loud, disturbing and unnecessary noises in violation of this section, but such enumeration shall not be deemed to be exclusive:

- (1) ~~*Blowing horns or signal devices.*~~ The sounding of any horn or signal device on any automobile, motorcycle, bus or other vehicle while not in motion, except as a danger signal if another vehicle is approaching apparently out of control, or if in motion only as a danger signal after or as brakes are being applied and deceleration of the vehicle is intended, the creation by means of any such signal device of any unreasonably loud or harsh sound, and the sounding of such device for an unnecessary and unreasonable period of time.
- (2) ~~*Building operations.*~~ The erection (including excavation), demolition, alteration or repair of any building other than between the hours of 7:00 a.m. and 8:00 p.m. Monday through Saturday and 9:00 a.m. to 6:00 p.m. on Sunday, except in case of urgent necessity in the interest of public safety and then only with the permission of the planning and zoning department.
- (3) ~~*Exhaust discharge.*~~ The discharge into the open air of any steam engine, stationary internal combustion engine, motor vehicle or motor boat engine, except through a muffler or other device which will effectively prevent loud noises therefrom.
- (4) ~~*Fireworks.*~~ The use of fireworks and other noise-making explosives and devices, unless a written permit is first obtained as provided by law.
- (5) ~~*Hawking and peddling.*~~ The shouting and crying of peddlers, hawkers and vendors which disturb the peace and quiet of the neighborhood.
- (6) ~~*Keeping of animals.*~~ The keeping of any animal or bird, which by causing frequent or loud noise shall disturb the comfort and repose of any person in the vicinity.
- (7) ~~*Loading and unloading operations.*~~ The creation of a loud and excessive noise in connection with loading or unloading of any vehicle, trailer or container, or the opening and destruction of bales, boxes, crates and containers.
- (8) ~~*Noises near churches, schools, institutions of learning or hospitals.*~~ The creation of any excessive noise on any street adjacent to any church, school or institution of learning while the same are in session, or adjacent to any hospital, which unreasonably interferes with the workings of such institutions, provided conspicuous signs are displayed in such streets indicating that the same is a church, school or hospital.
- (9) ~~*Noises to attract attention.*~~ The use of any drum, pan, pail, bell, horn, trumpet, loudspeaker or other instrument or device for the purpose of attracting attention or intended to attract attention to any performance, show, sale or display of merchandise, except after obtaining permission from the city.
- (10) ~~*Playing of radio, phonograph or any musical instrument.*~~ The playing of any radio, phonograph or any musical instrument in such a manner or with such volume, particularly during the hours between 11:00 p.m. and 7:00 a.m., as to annoy or disturb the quiet, comfort or repose of persons in any dwelling, hotel or other type of residence.
- (11) ~~*Use of vehicles.*~~ The use of any automobile, motorcycle or vehicle so out of repair, so loaded or in such a manner as to create loud and unnecessary grating, grinding, rattling or other noise.

(Code 1962, § 14-12; Code 1998, § 34-31; Ord. No. 233-C, § 1, 4-12-1983; Ord. No. 2011-03-C, § 2, 7-12-2011)

~~Sec. 34-32. -- Business noises adjacent to residential sections of the city.~~

~~Noises created from nonresidential areas that are adjacent to or spill over into residential areas shall be prohibited in accordance with the hours listed below. Noises may include but are not limited to the following: The blowing or burning of carbon from cylinders, testing engines, operating machinery or the performing of any kind of work of any nature whatsoever, which produces noises of any kind audible outside of any garage, shop or other place of business located adjacent to the residential sections of the city between the hours of 9:00 p.m. and 7:00 a.m. on any day shall be a violation of the Code. Truck deliveries shall also be prohibited between the hours of 10:00 p.m. and 7:00 a.m. for the same locations adjacent to residential sections of the city.~~

~~(Code 1962, § 14-13; Code 1998, § 34-32; Ord. No. 233-C, § 1, 4-12-1983; Ord. No. 2011-03-C, § 2, 7-12-2011)~~

~~Sec. 34-33. -- Maintaining noisy premises.~~

~~Whoever permits the assembling or congregating of noisy, drunk or dissolute persons upon the premises owned, occupied or controlled by him; or whoever conducts any business or trade in such a manner as to make or cause to be made disturbing, unusual, offensive or annoying noises in connection therewith, or so as to make such place of business or the vicinity thereof, or so as to cause crowds of idle, dissolute, drunken or disorderly persons to assemble in, or in the vicinity of such place of trade or business, shall be deemed guilty of maintaining a nuisance.~~

~~(Code 1962, § 14-14; Code 1998, § 34-33; Ord. No. 233-C, § 1, 4-12-1983)~~

ARTICLE II. - NOISE

Sec. 34-31. - Scope.

This article shall be effective throughout the city limits.

Sec. 34-32. - Purpose.

The purpose of this article is to prevent and prohibit excessive and unnecessary noise and provide for the abatement of excessive and unnecessary noise in order to protect the health, safety and general welfare of people in the city and to restrict excessive unnecessary noise throughout the city.

Sec. 34-33. - Terminology, standards and definitions.

(a) Terminology and standards. All technical acoustical terminology and standards used in this article which are not defined in subsection (b) of this section shall be read or construed in conformance with applicable publications of the American National Standards Institute, Inc. (ANSI), or its successor body.

(b)

Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

A-weighted sound pressure level means the sound pressure level, in decibels, as measured on a sound level meter using the A-weighting network. The level so read shall be designated as _____ db(A) or _____ dBA.

Ambient noise level means the sound pressure level of the all-encompassing noise emanating from a given environment, usually being a composite of sounds from many sources.

Amplified sound equipment means electronic or other equipment that projects or transmits music, sound waves, vibration or speech, including but not limited to, a loudspeaker, megaphone, amplifier or public address system.

Commercial use means uses allowed under the zoning designations of C-1, C-2, and M-1.

Construction means any site preparation, assembly, erection, substantial repair, alteration, or similar action, for or on public or private thoroughfares, structures, utilities or similar property.

Decibel or dB means a unit for measuring the volume of sound; it is a logarithmic (dimensionless) unit of measure used in describing the amplitude of sound.

Demolition means any dismantling, destructing, razing or removal of structures, utilities, public or private thoroughfare surfaces, or similar property.

Device means a mechanism which is intended to produce or which actually produces noise when operated or handled.

Emergency means any occurrence or circumstance involving actual or imminent physical death or trauma or property damage, demanding immediate emergency work or service. It shall be the burden of the alleged violator to prove the "emergency".

Emergency vehicle means a motor vehicle, boat or aircraft used in response to an emergency. Such vehicles include, but are not limited to, police vehicles, fire and rescue vehicles, and ambulances.

Fluctuating noise means the sound pressure level of noise varying more than six dB(A) during the period of observation when measured with the slow meter characteristic of a sound level meter. It does not equal the previously existing ambient noise level more than once during the period of observation.

Impulsive sound means a sound of short duration, usually less than one second and of high intensity, with an abrupt onset and rapid decay. Examples of sources of impulsive sound include explosions, drop forge impacts, the barking of dogs, and the beating of drums.

Industrial use means uses allowed under the zoning designation M-1.

Level, day-night (Ldn) means a 24-hour average of the A-weighted sound pressure level, with the levels during the period of 10:00 p.m. to 7:00 a.m. increased by ten dB(A) before averaging.

Motor vehicle means any vehicle defined as a motor vehicle by F.S. § 320.01(1), including but not limited to, passenger cars, trucks, truck trailers, semitrailers, campers, motorcycles, minibikes, go-carts, amphibious craft on land, dune buggies, and racing vehicles which are propelled by mechanical power.

Motorboat means any vehicle which is primarily operated on water or which does operate on water, such as boats, barges, amphibious craft, or hover craft, and which is propelled by mechanical power.

Muffler means any apparatus consisting of baffles, chambers, or acoustical absorbing material whose primary purpose is to transmit liquids or gases while causing a reduction in sound emission at one end.

Multifamily residential dwelling means a building designed or used exclusively for residential occupancy by two or more families.

Multifamily residential dwelling unit means the portion of a multifamily residential dwelling designed or used exclusively for residential occupancy by only one family.

Noise means any sound produced in such quantity and for such duration that it annoys, disturbs, endangers or injures the comfort, repose, health, peace, or safety of a reasonably prudent person of ordinary sensibilities, and also includes sounds at or above decibel levels as specifically prohibited by this article.

Noise-sensitive zone means a quiet zone which is open or in session, and which is demarcated by conspicuous signs identifying it as a quiet zone. Noise-sensitive zones may be established only for schools, public libraries, churches, hospitals, and nursing homes. These zones are to be established as approved by the city commission.

Office use means uses allowed under the zoning designation O-1.

Period of observation means the time interval during which acoustical data and facts are obtained.

Person means any natural person, individual, association, partnership, corporation, municipality, governmental agency, business trust, estate, trust, two or more persons having a joint or common interest or any other legal entity and includes any officer, employee, department, agency or instrumentality of the United States, a state or any political subdivision of a state or any other entity whatsoever or any combination of such, jointly or severally.

Police department means the city police department and each officer thereof.

Powered model vehicles means any powered vehicles, either airborne, waterborne or landborne, which are designed not to carry persons or property, such as, but not limited to, model airplanes, boats, cars, rockets, and which are being propelled by mechanical means.

Property line means an imaginary line along the surface of land or water, and its vertical plane extension, which separates the real property owned, rented or leased by one person from the real property owned, rented or leased by another person.

Public right-of-way means any street, avenue, boulevard, highway, sidewalk, alley, or similar place normally accessible to the public which is owned or controlled by the city, county, state or federal government.

Pure tone means any sound which can be distinctly heard as a single pitch or a set of single pitches. For the purposes of measurement, a pure tone shall exist if the one-third octave band sound pressure level in the band with the tone exceeds the arithmetic average of the sound pressure levels of the two contiguous one-third octave bands by five dB for center frequencies of 500 Hz and above and by

eight dB for center frequencies between 160 and 400 Hz and by 15 dB for center frequencies less than or equal to 125 Hz.

Receiving land use means the use of the land which is receiving the sound or noise as designated by the City of Clermont Zoning Map (and for recently incorporated areas, the effective zoning category).

Residential use means uses allowed under a zoning designation of UE, R-1A, R-1, R-2, R-3, R-3A, and planned unit development.

RMS sound pressure means the square root of the time averaged square of the sound pressure.

Single-family residential dwelling means a detached dwelling containing complete housekeeping facilities for only one family, designed for or occupied exclusively by one family for usual domestic purposes, and having no enclosed space or cooking facilities or sanitary facilities in common with any other dwelling.

Single-family residential dwelling lot means the parcel of land upon which a single-family residential dwelling is located.

Sound means an oscillation in pressure, stress, particle displacement, particle velocity or other physical parameter, in a medium with internal forces. The description of sound may include any characteristic of such sound, including duration, intensity, and frequency.

Sound level means the weighted sound pressure level obtained by the use of a metering characteristic and weighting A, B, or C as specified in American National Standards Institute specifications for sound level meters (ANSI S1.4-1971), or successor publications. If the weighting employed is not indicated, the A-weighting shall apply.

Sound level meter means an instrument which includes a microphone, amplifier, RMS detector, integrator or time averager, output meter, and weighting network used to measure sound pressure levels. The output meter reads sound pressure level when properly calibrated. The instrument is of type 2 or better, as specified in the American National Standards Institute publication entitled "Specifications for Sound-Level Meters," designated as ANSI S1.4-1971, or successor publication.

Sound pressure means the instantaneous difference between the actual pressure and the average or barometric pressure at a given point in space, as produced by the presence of sound energy.

Sound pressure level means 20 times the logarithm to the base 10 of the ratio of the RMS sound pressure to the reference pressure of 20 micronewtons per meter squared. The sound pressure level is denoted Lp or SPL and is expressed in decibels.

Steady noise means a sound pressure level which remains essentially constant during the period of observation, i.e., the fluctuations are too small to meet the criteria for fluctuating noise.

Sec. 34-34. - Findings of fact.

- (a) Excessive and unnecessary noise interferes with the quality of life and the health, safety and general welfare of the public.

- (b) In particular, excessive and unnecessary noise can and does cause adverse psychological and physiological effects in humans, inefficiency, accidents and other undesirable and dangerous conditions.
- (c) A substantial body of science and technology exists by which noise may be measured and substantially abated.

Sec. 34-35. - Prohibited acts.

- (a) It shall be unlawful for any person to produce, cause to be produced, allow to be produced or project, by any means, any sound or noise across a property line in such manner as to create a sound level which exceeds the limits set forth for the receiving land use listed in [section 34-36](#) when measured at or within the property line of the receiving property. For any activity or use of land or buildings not expressly listed in the zoning districts in the city, the city commission, upon notice to the owner or occupant of the property producing sound, may determine the category of use under this article for which the activity or use is to be considered. Notwithstanding the foregoing, the existence of a noise which relates to the receiving land use listed in [section 34-40](#) may be determined by the city's law enforcement officers, code enforcement officers, code inspectors, and/or their agents pursuant to [section 34-40\(a\)\(1\)](#).
- (b) Notwithstanding any violation of subsection (a) above, the following specific uses, activities and circumstances are declared to be in violation of this article:
 - (1) *Radios, television sets, exterior loudspeakers, musical instruments, and similar devices.* Operating or permitting the use or operation of any radio receiving set, exterior loudspeaker, amplified sound equipment, musical instrument, phonograph, television set, or other machine or device for the production or reproduction of sound in such a manner as to create a noise across the boundary of the property, including, without limitation, public and private rights-of-way from which the noise originates. In addition to the preceding, radios, cassette players, disk players and similar devices associated with motor vehicles or motorboats, shall not be operated or amplified in such a manner as to be felt or clearly heard at 25 feet or more from such device, when operated or parked on a public or private right-of-way or public or private space. In determining whether such devices may be clearly heard, the city's law enforcement officers, code enforcement officers, code inspectors, and/or their agents must utilize their normal auditory senses without any enhancements or hearing aids. Particular words or phrases or the name of any song or artist are not required to be identified. The detection of a rhythmic bass reverberating sound shall be sufficient to determine if a violation has occurred. To the extent that the Florida Uniform Traffic Control Law provisions regulate noise originating from within public or private rights of way, those provisions shall apply where currently existing or as amended.
 - (2) *Construction equipment and activity.* Operating or causing to be operated any equipment or performing any outside activity in furtherance of construction, repair, alteration or demolition work on buildings, structures, roads, or projects within the city except between the hours of 7:00 a.m. and 9:00 p.m. Monday through Friday and between the hours of 9:00 a.m. and 9:00 p.m. on Saturday, excluding all legal, state, and nationally recognized holidays. A variance may be obtained as set forth in this article from the city for such construction or repair work outside of such hours.
 - (3) *Engine mufflers.* Operation of any internal combustion engine, including but not limited to an engine associated with a motor boat, or motor vehicle without a muffler or other effective sound-dampening device which functions as designed by the manufacturer muffler or other effective sound-dampening device, which prevents loud or explosive noise therefrom.

- (4) Motor vehicle, motorcycle or motorboat repair in residential areas. Repairing, rebuilding, modifying or testing any motor vehicle, off-road vehicle, or motorboat within or abutting any residential land use designation in such a manner as to create noise across the boundary of the property, including without limitation, public and private rights-of-way from which the noise originated between the hours of 9:00 p.m. and 7:00 a.m.
- (5) Activities in the vicinity of schools, courts, churches, and hospitals. Creating sound on any street adjacent to any school, court, church, or hospital which sound constitutes a noise as perceived from the interior of such institution.
- (6) Peddlers, hawkers, or vendors. It shall be unlawful for peddlers, hawkers, or vendors to shout or cry along or on a roadway in such a manner as to create noise on property outside the right-of-way.
- (7) Drums, cymbals, and amplified sound equipment. Creating, making, or maintaining any sound by the use of any drum, cymbals, amplified sound equipment, or other similar instruments in the city for the purpose of attracting attention to any performance, show, sale, or display of merchandise, or place of business so that a noise is projected across the boundary of the property from which the noise originates.
- (8) Bells or sirens on vehicles. Using, in connection with an unauthorized vehicle, any bell or siren similar to that used on ambulances or vehicles of the police, fire departments, and other public safety agencies.
- (9) Skateboard ramps. Using any skateboard ramp or similar configuration for skateboarding or rollerblading between 9:00 p.m. and 7:00 a.m. in a residential land use designation in a manner that results in noise across the boundary of the property from which the noise originates.
- (10) Air blow or vacuum cleaners. Operating any air-blow or vacuum cleaning equipment or similar devices for the cleaning of parking lots, walkways, driveways, or similar areas between the hours of 9:00 p.m. and 7:00 a.m. that results in noise across the boundary of the property from which the noise originates.
- (11) Places of public entertainment. It shall be unlawful for any public entertainment establishment or person associated with or working for said establishment to operate, play or permit the operation or playing of any radio, television, phonograph, drum, musical instrument, sound amplifier, or similar device between the hours of 11:00 p.m. and 7:00 a.m. in such a manner as to create a noise across the boundary of the property from which the noise originates.
- (12) Landscape maintenance. Undertaking landscape maintenance activities in such a manner as to create noise across the boundary of the property from which the noise originates between the hours of 9:00 p.m. and 7:00 a.m. Golf courses engaged in the regular maintenance of greens, fairways, practice areas, etc. are exempt from this provision.
- (13) Powered model vehicles. Operating or permitting the operation of powered model vehicles in such a manner as to create noise across the boundary of the property from which the noise originates between the hours of 9:00 p.m. and 7:00 a.m.
- (14) Animal noises. It shall be unlawful for the owner or custodian of any animal to permit such animal to habitually bark, whine, howl, squawk, screech, bray, crow or cause any other noise which constitutes a noise experienced across the boundary of the property from which the noise originates.
- (15) Loading docks. It shall be unlawful for any commercial or industrial establishment to engage in any loading or unloading of equipment or merchandise from a vehicle between the hours of 9:00 p.m. and 7:00 a.m. where such activity results in a noise being generated across the boundary of the property from which the noise originates onto property occupied for residential purposes.

- (16) Activities within the vicinity of sleeping quarters. Actions or activities between the hours of 11:00 p.m. and 7:00 a.m. resulting in transmission of a sound across the boundary line of the property where the actions or activities occurs such that the sound constitutes a noise as perceived from within the interior of a building used for residential or lodging purposes.

Sec. 34-36. - Maximum permissible sound level limits.

- (a) The following applicable sound level limits are established for the following applicable times when measured at or within the property lines of the following applicable receiving land use categories:

<u>Receiving Land Use Designation</u>	<u>Time</u>	<u>Sound Level Limit (dBA)</u>
<u>Single-family residential dwelling lot, parcel, or area; any other lot, parcel or area zoned for residential use except a multifamily residential dwelling unit; any noise-sensitive zone</u>	<u>7:00 a.m.—</u> <u>9:00 p.m.</u> <u>9:00 p.m.—</u> <u>7:00 a.m.</u>	<u>60</u> <u>55</u>
<u>Multifamily residential dwelling unit</u>	<u>7:00 a.m.—</u> <u>9:00 p.m.</u> <u>9:00 p.m.—</u> <u>7:00 a.m.</u>	<u>55</u> <u>45</u>
<u>Lot, parcel or area zoned for office use</u>	<u>7:00 a.m.—</u> <u>9:00 p.m.</u> <u>9:00 p.m.—</u> <u>7:00 a.m.</u>	<u>75</u> <u>70</u>
<u>Commercial other than office use</u>	<u>7:00 a.m.—</u> <u>9:00 p.m.</u> <u>9:00 p.m.—</u> <u>7:00 a.m.</u>	<u>75</u> <u>70</u>
<u>Industrial</u>	<u>7:00 a.m.—</u> <u>9:00 p.m.</u> <u>9:00 p.m. -</u> <u>7:00 a.m.</u>	<u>75</u> <u>70</u>
<u>Agricultural</u>	<u>7:00 a.m.—</u> <u>9:00 p.m.</u> <u>9:00 p.m.—</u> <u>7:00 a.m.</u>	<u>75</u> <u>70</u>

- (b) Any source of sound which emits a pure tone or is characterized as an impulsive sound will reduce by five dBA the sound level limits set forth in subsection (a) of this section.
- (c) To the extent other sections of this article allow sounds at levels that exceed the sound level limits and times specified in the above chart, the other sections of this article control.

Sec. 34-37. - Sound measurement.

Except as may otherwise be provided in [section 34-35\(b\)](#), sound measurements taken under this article shall be made with a sound level meter. Recorded measurement shall be taken so as to secure and ensure an accurate representation of the sound. All periods of observation made hereunder shall be determined with regard to the character of the noise being measured and the particular instrument used to make the measurement.

Sec. 34-38. - Exceptions.

(a) The following noise and sounds are exempt from this article:

- (1) Noise and sounds caused by or related to emergency vehicles, equipment, and personnel during emergencies, which shall be deemed to include all work made necessary by an emergency to restore property to a safe condition, all work made necessary by an emergency to restore public utility service and all work made necessary by an emergency to protect persons or property from imminent injury, death, or substantial harm.
- (2) Noise and sounds produced by city, county, state, and federal government vehicles, equipment and personnel during the pursuit of official duties of the respective governments, including but not limited to public works construction and maintenance, authorized safety signals, warning devices and emergency testing.
- (3) Noise and sounds produced by public utility vehicles, equipment and personnel during the pursuit of the public duty of such public utility.
- (4) Noise and sounds produced by activities or events approved by the city commission where the person responsible for such activities or events obtains the city commission's approval after such person clearly and expressly has advised the city commission that the noise or sounds associated with the activities or events would be in violation of this article but for this exemption.
- (5) Noise and sounds produced between the hours of 7:00 a.m. and 9:00 p.m. by the mowing of grass; the operation of other yard maintenance equipment; the construction of properly permitted buildings, structures and other improvements; and the operation of farm equipment during farming activities.
- (6) Railway locomotives and railway cars.
- (7) Aircraft and airport activity conducted in accordance with federal laws and regulations.
- (8) Motor vehicles operating on a public right-of-way subject to F.S. § 316.293 or other provisions of the Florida Uniform Traffic Control Law that regulate noise and sounds originating from within public or private right-of-way where currently existing or as amended.
- (9) Organized athletic contests.
- (10) Noise and sounds produced from churches between the hours of 7:00 a.m. and 10:00 p.m.
- (11) Community events, such as fairs, school activities, community festivals and the like which do not extend their activities beyond 11:00 p.m. or commence before 7:00 a.m. Any community activity which extends beyond 11:00 p.m. or commences before 7:00 a.m. and would otherwise violate this article must apply for and receive prior approval from the city.

- (12) Noise and sounds produced by an electrical generator during a time period in which regular electrical utility service is temporarily unavailable to the property upon which the generator is located.
- (13) Noise and sound associated with uses or activities for which a variance has been obtained from the city approving such noises and sounds contrary to the restrictions of this article.
- (b) To the extent any portion of this article covers a matter covered by F.S. § 403.415, the Florida Motor Vehicle Noise Prevention and Control Act of 1974, or any other provisions of the Florida Uniform Traffic Control Law, the provisions of this article covered by such act or law shall be of no effect. For matters not covered by the act or law, all of the sections of this article are in full force and effect. Additionally, any violation of such act within the city shall be a violation of this article, and such violation may be penalized and such act may be enforced through the enforcement provisions of this article and this Code.

Sec. 34-39. - Conflicts in restrictive standard.

If this article and [section 34-44](#) provide for different maximum noise levels, the more restrictive maximum level shall apply. If the noise levels (maximum sound pressure level) in [section 34-44](#) cannot be enforced or measurement of such levels is difficult, unduly burdensome or impossible, the sound level limits in this article shall control.

Sec. 34-40. - Enforcement.

- (a) *Determination of violations.* The city's law enforcement officers, the city manager, code enforcement officers, code inspectors, and their agents are empowered to investigate any situation where a person is alleged to be violating [section 34-35](#), [section 34-36](#) or the terms of any variance. These individuals shall have authority to issue citations for all violations of this article. If any of these individuals encounters a circumstance which reasonably indicates that a person is violating a provision of [section 34-35](#) or [34-36](#), the following standards shall apply depending upon the provision alleged to have been violated:
- (1) *Violations of [section 34-35\(a\)](#).* If a violation of [section 34-35\(a\)](#) is alleged, a sound level pressure test may be utilized to establish the violation. The city may, through agreement with other local governments or other entities, provide for the measurement of sound and noise and for the performance of sound level pressure tests and other matters as such may be used in the enforcement of this article and the enforcement of [section 34-44](#). Additionally, the city's law enforcement officers, the city manager, code enforcement officers, code inspectors, and/or their agents, may assess whether a particular sound constitutes a noise as to the receiving land use listed in [section 34-36](#). In assessing whether a noise has been or is continuing to be created, the investigating agent shall investigate the matter and be entitled to rely on his or her observations, witness statements, and any other evidence available. In determining whether a sound constitutes a noise, the investigating agent shall objectively evaluate the alleged noise by considering several environmental and contextual factors, including, but not limited to, the criteria set forth in [section 34-40\(a\)\(2\)\(i\)–\(ix\)](#), inclusive.
- (2) *Violations of [section 34-34\(b\)](#).* If a violation of [section 34-34\(b\)](#) is alleged, then the city's law enforcement officers, the city manager, code enforcement officers, code inspectors, and/or their agents, in assessing whether a noise has been or is continuing to be created shall investigate the matter and be entitled to rely on their observations, witness statements, and any other evidence available. In determining whether a sound constitutes a noise, the investigating

agent shall objectively evaluate the alleged noise by considering several environmental and contextual factors, including, but not limited to, the following:

- (i) The intensity of the alleged noise.
 - (ii) The duration of the alleged noise.
 - (iii) The relationship of the alleged noise to the intensity of background or ambient sounds, if any.
 - (iv) The uses permitted within the zoning district in which the alleged noise emanates or emanated and the uses permitted within zoning districts that lie within 500 feet of the source of the alleged noise.
 - (v) The time of the day or night at which the alleged noise occurs.
 - (vi) The proximity of the alleged noise to facilities customarily utilized for sleeping purposes.
 - (vii) Whether the alleged noise is continuous or impulsive.
 - (viii) The existence of additional complaints concerning the alleged noise from additional persons who claim to be affected by the alleged noise.
 - (ix) Whether the alleged noise is due to natural occurrences or human-made activities.
- (b) *Enforcement.* In the event that a violation of this article has occurred or is occurring, the city shall have the right to one or more of the following remedies or actions:
- (1) *Code enforcement proceedings.* The city may initiate a code enforcement proceeding against the person(s) or entities in violation and/or the property owner of the real property where the violation occurs. A violation of this article may be prosecuted as a violation of an itinerant or transient nature and one that is irreparable and irreversible.
 - (2) *Civil citation.* A civil citation may be issued against the person(s) or entities in violation as set forth in section 34-61 of the Clermont Code of Ordinances. The city's law enforcement officers or code enforcement officers are authorized to issue notices to appear to the violator(s).
 - (3) *Criminal penalty.* The city may prosecute the violator for a criminal misdemeanor punishable by a fine not exceeding \$500.00 or imprisonment for a term not exceeding 60 days, or by both such fine and imprisonment in the discretion of the court.
 - (4) *Other remedies.* The city may institute any appropriate action at law or in equity to bring about compliance or remedy, including but not limited to, instituting an action in court to enjoin violating actions, in which case the violating person(s) or entity shall be liable to the city for reimbursement of the city's attorneys' fees and costs concerning such action.

Sec. 34-41. - Other remedies.

The city commission or any substantially affected person may bring suit in the circuit court of the county to restrain, enjoin, or otherwise prevent the violation of this article. Nothing contained in this article shall prevent or restrict the city from taking such other lawful actions in any court of competent jurisdiction as is necessary to prevent or remedy any violation or situation of noncompliance. Such other lawful actions may include, but shall not be limited to, an equitable action for injunctive relief or an action at law for damages. All remedies and penalties provided for in this article shall be cumulative and independently available.

Sec. 34-42. - Liability of enforcement officer.

The police department, the environmental protection officer, the city and their agents are immune from prosecution, civil or criminal, for reasonable, good faith trespass upon private property while in the discharge of duties under this article.

Sec. 34-43. - Administration.

The city commission may adopt such ordinances as are necessary to effectively administer this article.

(a) Exemptions for pre-approved city events or activities:

- (1) It shall not be a violation of [section 34-34\(a\)](#) or [section 34-34\(b\)](#) if the noise at issue relates to or is produced as a result of pre-approved city events or activities. Such exemptions include, but are not limited to, activities and events sponsored by, conducted by, or permitted by the city.

Sec. 34-44. Measurement of Noise.

- (a) Method of measurement. For the purpose of this chapter, sound levels shall be measured with a sound level meter and associated octave band filter manufactured according to standards prescribed by the American Standards Association (American Standard Sound Level Meters for Measurement of Noise and Other Sounds, Z24.3-1944, American Standards Association, Inc., New York, and American Standard Specification for an Octave-Band Filter Set for the Analysis of Noise and Other Sounds, Z24.10-1953, American Standards Association, Inc., New York, New York).
- (b) Locational requirement for measurement. Sound levels shall be measured along the boundaries of the site.
- (c) Permitted sound levels. Permitted sound levels shall be as follows:

MAXIMUM SOUND PRESSURE LEVEL
(in decibels 0.0002 dyne per square centimeter)

<u>Octave Band</u> <u>(cycles per</u> <u>second)</u>	<u>Along</u> <u>Residential</u> <u>District</u> <u>Boundaries</u>	<u>Along</u> <u>Commercial</u> <u>and Industrial</u> <u>District</u> <u>Boundaries</u>
<u>0—75</u>	<u>69</u>	<u>79</u>
<u>75—150</u>	<u>54</u>	<u>74</u>
<u>150—300</u>	<u>47</u>	<u>66</u>
<u>300—600</u>	<u>41</u>	<u>59</u>

<u>600—1,200</u>	<u>37</u>	<u>53</u>
<u>1,200—2,400</u>	<u>34</u>	<u>47</u>
<u>2,400—4,800</u>	<u>31</u>	<u>41</u>
<u>Above 4,800</u>	<u>28</u>	<u>39</u>

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(d) *Applicability of standards.* These standards shall apply to all noises, due to intermittence, beat frequency or shrillness.

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60 feet or greater. For lots less than 60 feet, a variance will be required in order to grant an applicant's request. Staff believes the additional width would also reduce the demand for on-street parking by providing more area to park on the lot. Lake County's land development regulations do not limit driveway width standards for three vehicular front-load garages, as shown in the included exhibit.

While recommending code changes to the driveway width, the City's Engineering Department also recommends making two additional changes that deal with driveway construction. The City engineer has recommended adjusting the maximum slope for driveways above street grade to one inch per foot from the top of the curb and to allow fiber-reinforced concrete with a strength of 3,000 psi to be used as well as 6x6 wire-welded mesh with strength of 2,500 psi concrete.

Staff is in support of the above recommended changes for the increase in driveway width, change in slope, and the fiber-reinforced concrete option. If approved, changes in the LDC would occur in Sec. 54-78 - Driveway construction standards, Sec. 98-9 – Access, Sec. 98-10 – Driveway construction standards, and Sec. 110-274 – Illustrations.

Commissioner Proli moved to recommend approval of the land development code amendment; seconded by Commissioner Whitehead. The vote was unanimous to recommend approval.

5. REQUEST FOR LDC AMENDMENT

REQUEST: To amend Chapter 34 Environment, Sections 34-31 Loud, Disturbing and Unnecessary; Enumeration; 34-32 Business Noises Adjacent to Residential Sections of the City; 34-33 maintaining Noisy Premises; and adding Sections 34-34 Findings of Fact; 34-35 Prohibited Acts; 34-36 Maximum Permissible Sound Level Limits; 34-37 Sound Measurement; 34-38 Exceptions; 34-39 Conflicts in Restrictive Standard; 34-40 Enforcement; 34-41 Other Remedies; 34-42 Liability of Enforcement Officer;; 34-43 Administration, 34-44 Measurement of Noise.

APPLICANT: City Staff

Planning Manager Henschel presented the staff report as follows:

Staff recommends approval of Ordinance 2015-79, which revises the existing Land Development Code sections dealing with noise and adds new provisions. These sections dealing with noise pollution have been the subject of recent code enforcement cases that have come before the Code Enforcement Board and City Council for resolution.

The proposed changes to Chapter 34 Environment include measurements for sound levels, added definitions, additional time allotments for individual users, and exemptions. The current City code allows the individual officer to make the determination that the disturbing noise is in violation of the code. The proposed changes and additions provide for a more precise level of measurement in determining if the audible nuisance is in fact a code violation.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
November 3, 2015**

Page 6

Charlene Forth, 939 W. Desoto St., stated that she is looking forward to this land development code amendment. She asked what guidelines the police officers will have to go on.

City Attorney Mantzaris stated that the officers will have the equipment and will base their decision according to the city code.

Commissioner Whitehead moved to recommend approval of the land development code amendment; seconded by Commissioner Solis. The vote was unanimous to recommend approval.

Senior Planner Kruse presented an update of the projects that were previously brought before the Planning and Zoning Commission.

There being no further business, the meeting was adjourned at 8:23 pm.

Nick Jones, Chairman

ATTEST:

Rae Chidlow – Planning Specialist

LEGAL NOTICE

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

ORDINANCE NO. 2015-79

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 34 ENVIRONMENT, SECTION 34-31 LOUD, DISTURBING AND UNNECESSARY; ENUMERATION; SECTION 34-32 BUSINESS NOISES ADJACENT TO RESIDENTIAL SECTIONS OF THE CITY; SECTION 34-33 MAINTAINING NOISY PREMISES; AND ADDING TO CHAPTER 34 ENVIRONMENT; SECTION 34-34 FINDINGS OF FACT; SECTION 34-35 PROHIBITED ACTS; SECTION 34-36 MAXIMUM PERMISSIBLE SOUND LEVEL LIMITS; SECTION 34-37 SOUND MEASUREMENT; SECTION 34-38 EXCEPTIONS; SECTION 34-39 CONFLICTS IN RESTRICTIVE STANDARD; SECTION 34-40 ENFORCEMENT; SECTION 34-41 OTHER REMEDIES; SECTION 34-42 LIABILITY OF ENFORCEMENT OFFICER; SECTION 34-43 ADMINISTRATION; SECTION 34-44 MEASUREMENT OF NOISE; PROVIDING FOR CODIFICATION; SEVERABILITY; EFFECTIVE DATE; AND PUBLICATION.

This ordinance will be considered by the Planning & Zoning Commission on Tuesday, November 3, 2015 at 6:30 P.M.

A public meeting to consider the ordinance will be held before the City Council on Tuesday, December 8, 2015 at 6:30 p.m. for final enactment.

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

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

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
October 27, and November 24, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 8, 2015		
Agenda Item Name		
Ordinance No. 2015-80 <i>Final</i> <i>CBD Rezoning</i>		
Requested Action		
Move to approve Ordinance 2015-80.		
Staff Report		
On March 23, 2015, the City Council approved the Downtown and Waterfront Master Plan, prepared by GAI Consultants. This plan has strategies that will drive redevelopment and infill in and around the downtown area. As a result of developing this plan, it was noted that some of the zoning in the downtown area was not consistent with the Master Plan's goals and did not match the current future land use of Downtown Mixed Use. For properties with Downtown Mixed Use future land use, the matching zoning designation would be the Central Business District (CBD). In an effort to set the framework for the goals outlined in the plan, staff is requesting a zoning change to CBD for all properties not currently zoned CBD that are contained within the boundary of the Downtown Mixed Use future land use designation. Properties that will be affected by the change currently have one of the following zoning designations: R-3 Residential /Professional, C-1 Light Commercial, C-2 General Commercial, or M-1 Industrial. This change to CBD will allow more permitted uses, zero lot lines, and increased building heights. Staff believes this change is consistent with the intent of the master plan and with the Downtown Mixed Use future land use. One example of where this would be beneficial, as outlined in the Master Plan, would be the Lumberyard Redevelopment" area. This property, currently M-1 Industrial, would still have to follow the CBD requirements in Chapter 122, Article III, Division 12 as it redevelops. By matching the zoning and future land use now, future projects can be developed at a more efficient pace. The City did receive notification from one property owner requesting to have his West Avenue property excluded from the rezoning. Staff will amend the legal description to remove this property. Staff recommends approval of the rezoning to CBD Central Business District. At the Planning & Zoning Commission meeting November 3, 2015, Commissioner Cuqui Whitehead moved to recommend approval of the CBD rezoning and to recommend that the City Council directs staff to require residents to comply with City Code; seconded by Commissioner Judy Proli. The vote was unanimous to recommend approval with the added statement.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Ordinance	REZ ORD 2015-80.doc
2. Boundary Map	CBD rezoning downtown with exclusion.pdf
3. Zoning Map	CBD Map Zoning Exclusion.pdf
4. Downtown Mixed Use Future Land Use Category	Future Land Use Categories.doc
5. CBD zoning	CBD zoning.pdf
6. R-3 zoning	R-3 zoning.pdf
7. C-1 zoning	C-1 zoning.pdf
8. C-2 zoning	C-2 zoning.pdf
9. M-1 zoning	M-1 zoning.pdf
10. P&Z minutes	P&Z minutes.pdf
11. Chodos Exclusion	Chodos request to opt out.pdf
12. Legal ad	REZ ORD 2015-80 legal ad.doc.docx

CITY OF CLERMONT
ORDINANCE No. 2015-80

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; CREATING AN OVERLAY, REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE, AND PUBLICATION.

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

SECTION 1:

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

LEGAL DESCRIPTION

Lots 4-6, 14-20 Block 56; Lots 1-20 Block 57; Lots 1-20 Block 73; Lots 9-17, and the West 30' of Lot 18 Block 74; Lots 1-3, 7-18 Block 75; Lots 1-20 Block 76; Lots 1-6, East 31' of Lot 7, All of Lots 8,10,12,14,16,18,20 Block 77; Lots 1-20 Block 79; Lots 1-20 Block 80; Lots 1-20 Block 81; Lots 1-17 Block 82; Lots 1-10 Block 83; Lots 1-16 Block 84; Lots 1-13 Block 90; Lots 1-20 Block 91; All of Block 92; Lots 1-20 Block 93; Block 94 less Lot 3 and the east 93.5' of Lots 4, 5, and 6; Lots 1-3, North 125' of Lots 4 & 5, All of Lot 10 and the East 125' of Lots 11 & 12 Block 95; Lots 1-6 Block 96; East 100' of Lots 4-6 Block 97; Lots 1, 2 and the North 100' of Lot 6 Block 98; Lots 4-13 Block 114; North 25' of Lots 1 & 2, All of Lots 7-9, 13-19 Block 121

All within the Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida.

Lots 1-19 Block 115; Lots 1 & 2 Block 118; Lots 1-22 Block 119; Lots 1-26 Block 120

All within Johnson's Replat Plat Book 8 Page 71, Public Records of Lake County, Florida.

A portion of Twelfth St being bounded on the North by the Easterly extension of the South line of Lot 6 Block 145 Johnson's Replat Plat Book 8 Page 71, Public Records of Lake County, Florida. Bounded on the South by the Easterly extension of the South line of Lot 6 Block 141 said subdivision. Bounded on the West by the East line of Blocks 141-144 and the East right of way line of Cedar St., Carroll St., Osceola St., and Minneola Ave. said subdivision. Bounded on the East by the West line of Lot 19 Block 115, the West line of Blocks 118-120 and the West right of way line of Lake Shore Dr., Short St., Carroll St., Osceola St., and Minneola Ave. said subdivision and also bounded on the East by the West line of Block 121 Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida.

CITY OF CLERMONT
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County, Florida. Bounded on the West by the Southerly extension of Lot 19 Block 115 said subdivision. Bounded on the East by the Easterly extension of Lot 2 Block 118 said subdivision. Bounded on the North by the Southerly line of Block 115 said subdivision. Bounded on the South by the Northerly boundary of Block 118 said subdivision.

A portion of Lake Shore Dr. as shown in Johnson's Replat Plat Book 8 Page 71, Public Records of Lake County, Florida. Bounded on the West by the Northerly extension of the West line of Lot 19 Block 115 said subdivision. Bounded on the East by the Northwesterly extension of the North line of Lot 18 Block 117 said subdivision. Bounded on the North by the "Marsh" parcels according to Johnson's Replat Plat Book 8 Page 71 and the bounded on the North Easterly extension of the South line of the Westerly "Marsh" parcel said subdivision. Bounded on the South by the Northerly lines of Lot 19 Block 115 and Lot 18 Block 117 said subdivision. Also bounded on the South by the Northerly line of property described in OR Book 1473 Page 2287, Public Records of Lake County, Florida.

A portion of abandoned railroad right of way as shown in Johnson's Replat Plat Book 8 Page 71. Bounded on the West by the South right of way line of Lake Shore Drive. Bounded on the North by the South lines of Lots 8-18 Block 117 said subdivision. Bounded on the East by the Southerly extension of the East line of Lot 8 Block 117 said subdivision. Bounded on the South by the North lines of Lots 8-19 Block 115 Johnson's Replat Plat Book 8 Page 71, Public Records of Lake County, Florida.

A portion of Carroll St. as shown in Johnson's Replat Plat Book 8 Page 71, Public Records of Lake County, Florida. Bounded on the West by the Southerly extension of the West line of Lot 2 Block 118 said subdivision. Bounded on the North by the Southerly extension of the South line of Lot 2 Block 118 and the South line of Lot 2 Block 118 said subdivision. Bounded on the North by the South line of Lots 1-14 Block 115 said subdivision. Bounded on the East by the Western boundary of lands described in OR Book 638 Page 1677, Public Records of Lake County, Florida. Bounded on the South by the North lines of Lots 1, 4-10 Block 119 said subdivision. Also bounded on the South by the Southeasterly extension of the North line of Lot 1 Block 119 said subdivision.

A portion of Osceola St. as shown in Johnson's Replat Plat Book 8 Page 71, Public Records of Lake County, Florida. Bounded on the West by the East right of way line of Twelfth St. said subdivision. Bounded on the North by the South line of Block 119 said subdivision. Bounded on the South by the North line of Block 120 said subdivision. Bounded on the east by the West right of way line of West Lake Dr. as shown in Johnson's Replat Plat Book 8 Page 71, Public Records of Lake County, Florida.

All of West Lake Dr. as shown in Johnson's Replat Plat Book 8 Page 71, Public Records of Lake County, Florida. Bounded on the North by the Southeasterly extension of the North line of Lot 1 Block 119 said subdivision. Bounded on the West by the East right of way line of Osceola St. and the Easterly line of Lots 2, 3 Block 119 & the East line of Block 120 said subdivision.

Bounded on the East by the Westerly line of West Lake as shown in Johnson's Replat Plat Book 8 Page 71, Public Records of Lake County, Florida. Bounded on the South by the Easterly

CITY OF CLERMONT
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extension of the South line of Lot 6 Block 120 said subdivision.

That portion of Eleventh St. as shown in the Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida. Bounded on the North by the South right of way line of Minneola Ave. said subdivision. Bounded on the West by the East line of Lot 14 Block 121 & the North 25' of Lot 1 Block 121 said subdivision. Bounded on the East by the West line of Lot 10 block 114 & the North 25' of Lot 11 Block 114 said subdivision. Bounded on the South by the Easterly extension of the South line of the N25' of Lot 1 Block 121 said subdivision.

Lake Bottom Lands in West Lake in North Half of Government Lot 8, Section 23, Township 22 South, Range 25 East as shown in Johnson's Replat Plat Book 8 Page 71, Public Records of Lake County, Florida. AND Commencing at the intersection of the Northerly right of way line of Minneola Ave. and Easterly right of way line of West Lake Drive; thence Northerly along said East right of way line 270'; thence Easterly parallel with aforesaid north right of way line of Minneola Ave. to the East boundary line of Government Lot 8, Section 23, Township 22 South, Range 25 East; thence Southerly along said East boundary to the North right of way line of Minneola Ave; thence Westerly along said North right of way line to the Point of Beginning.

A portion of Minneola Ave. as shown in the Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida. Bounded on the West by the Southerly extension of the East line of Lot 6 Block 142 said subdivision. Bounded on the East by the Southerly extension of the East line of Lot 2 Block 79 said subdivision. Bounded on the South by the North line of Blocks 80, 92, 95, 114 and 121 and the Easterly extension of the North line of Lot 4 Block 114 said subdivision. Bounded on the North by South line of Blocks 79, 93, 94, 115 and 120 and the Easterly extension of Lot 6 Block 120 said subdivision.

A portion of West Ave. as shown in the Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida. Bounded on the South by the Northerly right of way line of State Road 50. Bounded on the West by the East line of Blocks 94, 95, 96, 97, 98 and 99 and the Southeasterly extension of the Easterly line of Lot 5 Block 98 of said subdivision. Bounded on the East by the West line of Blocks 89A, 90, 91, 92 and 93 and the Western boundary of Center Lake said subdivision. Bounded on the North by the South line of Alternate key #1616883 described as: Clermont Block bounded on the East by East line of West Ave extended, on West by West line of West Ave extended, North by Lake Minneola, on South by ACLRR PB 8 PGS 17-23.

A portion of Eighth St. as shown in the Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida. Bounded on the North by the North right of way line of Osceola St. said subdivision. Bounded on the West by the East line of Blocks 89A, 90, 91, 92, and 93 and the Eastern boundary of Center Lake said subdivision. Bounded on

the South by the northerly right of way line of State Road 50. Bounded on the East by the West line of Blocks 79, 80, 81, 82, 83 and 84 said subdivision.

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A portion of Seventh St. as shown in the Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida. Bounded on the West by the East line of Blocks 79, 80, 81, 82, 83 and 84 said subdivision. Bounded on the South by the Northerly right of way line of State Road 50. Bounded on the east by the West boundary of Blocks 73, 74, 75, 76, 77 and 78 said subdivision. Bounded on the North by the Northerly right of way of Osceola St. said subdivision.

A portion of Lake Ave. as shown in the Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida. Bounded on the West by the East boundary of Block 76 and Lots 2, 4, and 6 Block 77 said subdivision. Bounded on the South by the Easterly extension of the South line of Lot 6 Block 76 said subdivision. Bounded on the East by the West boundary of Lot 4, 5 and 6 Block 56 and Block 57 said subdivision. Bounded on the North by the Easterly extension of the North line of Lot 2 Block 77 said subdivision.

A portion of Fifth St. as shown in the Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida. Bounded on the West by the East boundary of Lot 14 Block 56 and Block 57 said subdivision. Bounded on the South by the Easterly extension of the South line of Lot 14 Block 57 said subdivision. Bounded on the East by the West boundary of Block 48 and Lot 20 Block 49 said subdivision. Bounded on the North by the Easterly extension of the North line of Lot 14 Block 56 said subdivision.

A portion of Montrose St. as shown in the Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida. Bounded on the West by the Southerly extension of the West line of the West 125' of Lot 12 Block 95 said subdivision. Bounded on the North by the Southern boundary of Blocks 56, 77, 80, 92 and Lot 12 Block 95 said subdivision. Bounded on the South by the North line of Blocks 57, 76, 81, 91 and Lot 1 Block 98 said subdivision. Bounded on the East by the Southerly extension of the East line of Lot 14 Block 56 said subdivision.

A portion of Desoto St. as shown in the Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida. Bounded on the North by the Southern boundary of Blocks 57, 76, 81, 91 and Lot 6 Block 96 said subdivision. Bounded on the West by the Southerly extension of the West line of Lot 6 Block 96 said subdivision. Bounded on the South by the North line of Blocks 58, 75, 82, 90 and Lot 1 Block 97 said subdivision. Bounded on the East by the Southerly extension of the East line of Lot 14 Block 57 said subdivision.

A portion of Juniata St. as shown in the Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida. Bounded on the West by the Southerly extension of the West line of the East 100' of Lot 6 Block 97 said subdivision. Bounded on the South by the North line of the East 100' of Lot 1 Block 98, the Northern boundary of Center

Lake and the North lines of Lots 9-13 Block 74 and the North lines of Lots 1, 3, 5, 7 and 9 Block 83 said subdivision. Bounded on the East by the Southerly extension of the East line of Lot 18 Block 75 said subdivision. Bounded on the North by the Southern boundary of Lots 14-18 Block 75, Block 82, 90 and the East 100' of Lot 6 Block 97 said subdivision.

CITY OF CLERMONT
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A portion of Broome St. as shown in the Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida. Bounded on the West by the Southwesterly extension of the West line of Lot 10 Block 83 said subdivision. Bounded on the North by the Southerly boundary of Blocks 74 and 83 said subdivision and the Southern boundary of Hidden Oaks Condominiums as recorded in ORB 1820 PG 1453, Public Records of Lake County, Florida. Bounded on the East by the Northerly extension of the East line of Lot 1 Block 73 as shown in the Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida. Bounded on the South by the Northerly boundary of Blocks 73 and 84 said subdivision.

A portion of Osceola St. as shown in the Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida. Bounded on the West by the Northerly extension of the West line of Lot 19 Block 93 said subdivision. Bounded on the South by the Northerly line of Blocks 79, 93 said subdivision. Bounded on the East by the Northerly extension of the East line of Lot 1 Block 79 said subdivision. Bounded on the North by the South line of an unnumbered Block located North of Block 79 said subdivision. Also bounded on the North by the South right of way of the Railroad said subdivision.

A portion of West Lake and an unnumbered block as shown in the Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida. Bounded on the West by the West line of Section 24-22S-25E. Bounded on the South by the Northerly right of way line of Minneola Ave. said subdivision. Bounded on the East by Lots 1-6 Block 94 said subdivision and by the Northerly extension of the East line of Lot 1 Block 94 said subdivision. Bounded on the North by the South railroad right of way line said subdivision. Less Lots 1-6 Block 94 said subdivision.

A portion of an unnumbered Block as shown in the Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida. Bounded on the West by the Northerly extension of the West line of Block 93 said subdivision. Bounded on the South by the North line of Block 93 said subdivision. Bounded on the East by the Northerly extension of the East line of Block 93 said subdivision. Bounded on the North by Lake Minneola.

A portion of Seventh St. as shown in the Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida. Bounded on the North by the South line of abandoned railroad right of way said subdivision. Bounded on the West by the East line of an unnumbered Block located North of Block 79 said subdivision. Bounded on the East by the West line of an unnumbered block located North of Block 78 said subdivision. Bounded on the South by the North right of way line of Osceola St. said subdivision.

**FROM M-1 Industrial, R-3 Residential/Professional,
C-1 Light Commercial, and C-2 General Commercial
TO Central Business District**

SECTION 2:

CITY OF CLERMONT
ORDINANCE No. 2015-80

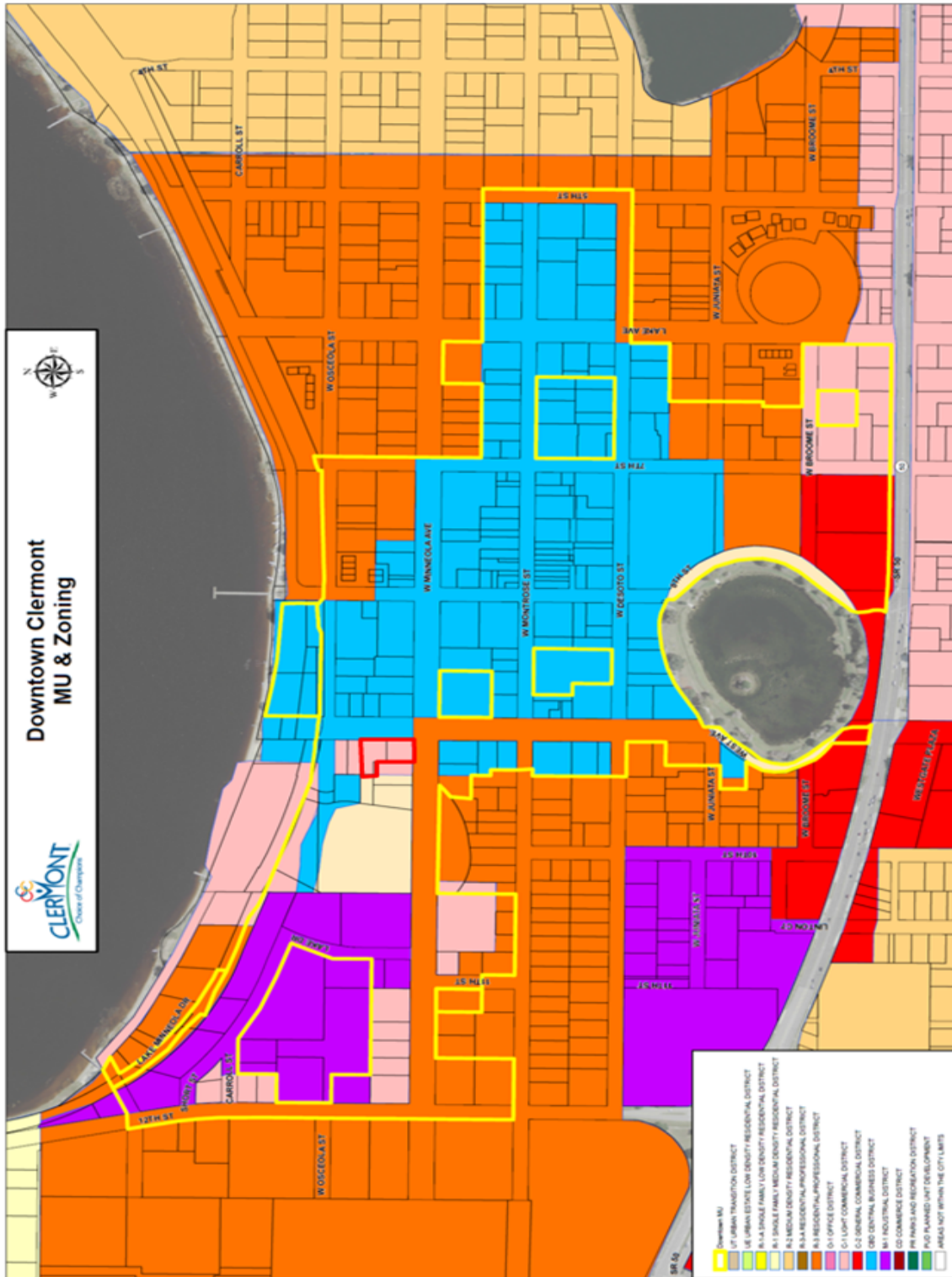
All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed.

SECTION 3:

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

SECTION 4:

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



PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 8th day of December, 2015.

CITY OF CLERMONT
ORDINANCE No. 2015-80

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



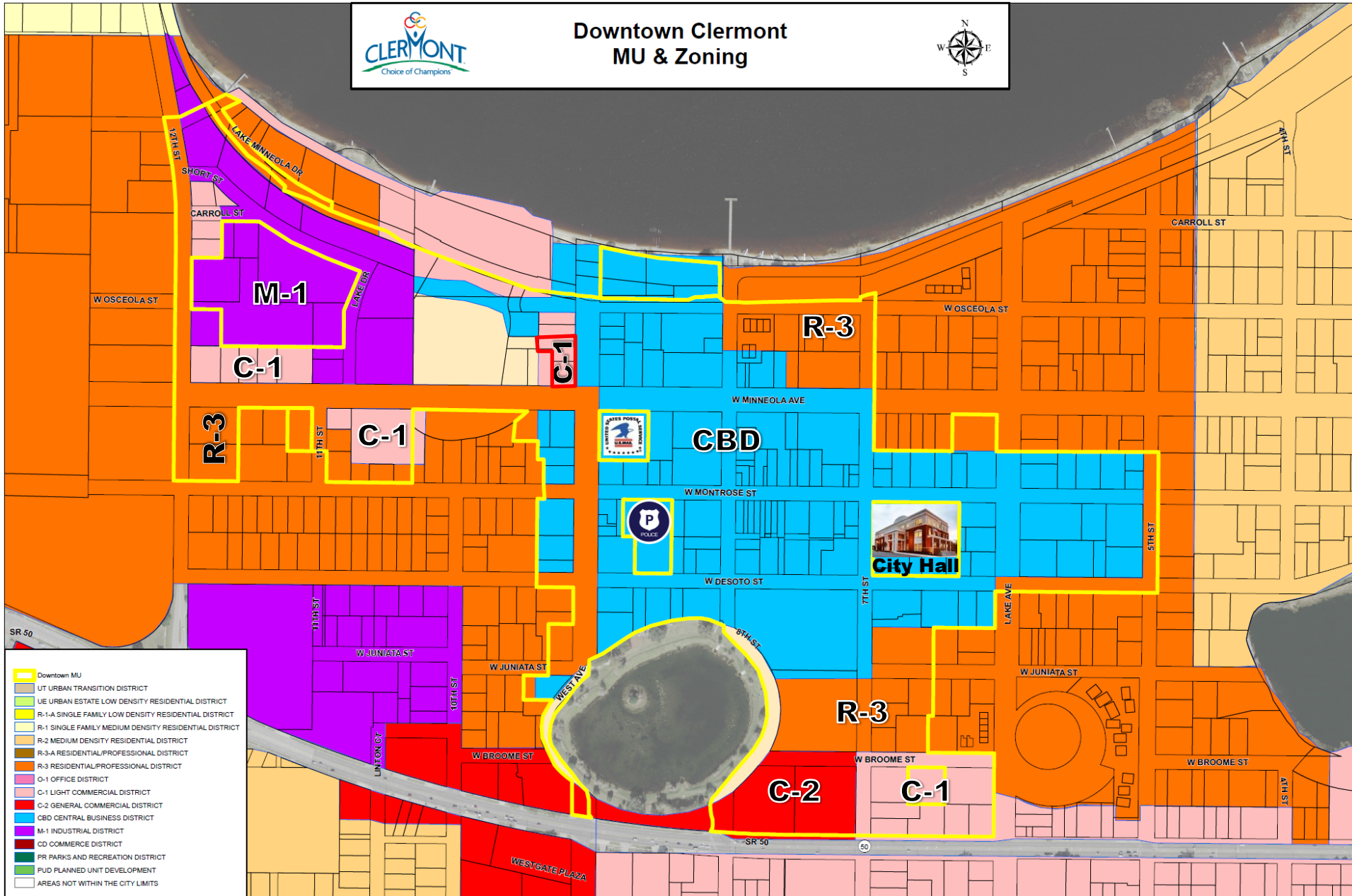
**Proposed Central Business
District Rezoning**



Proposed Central Business District

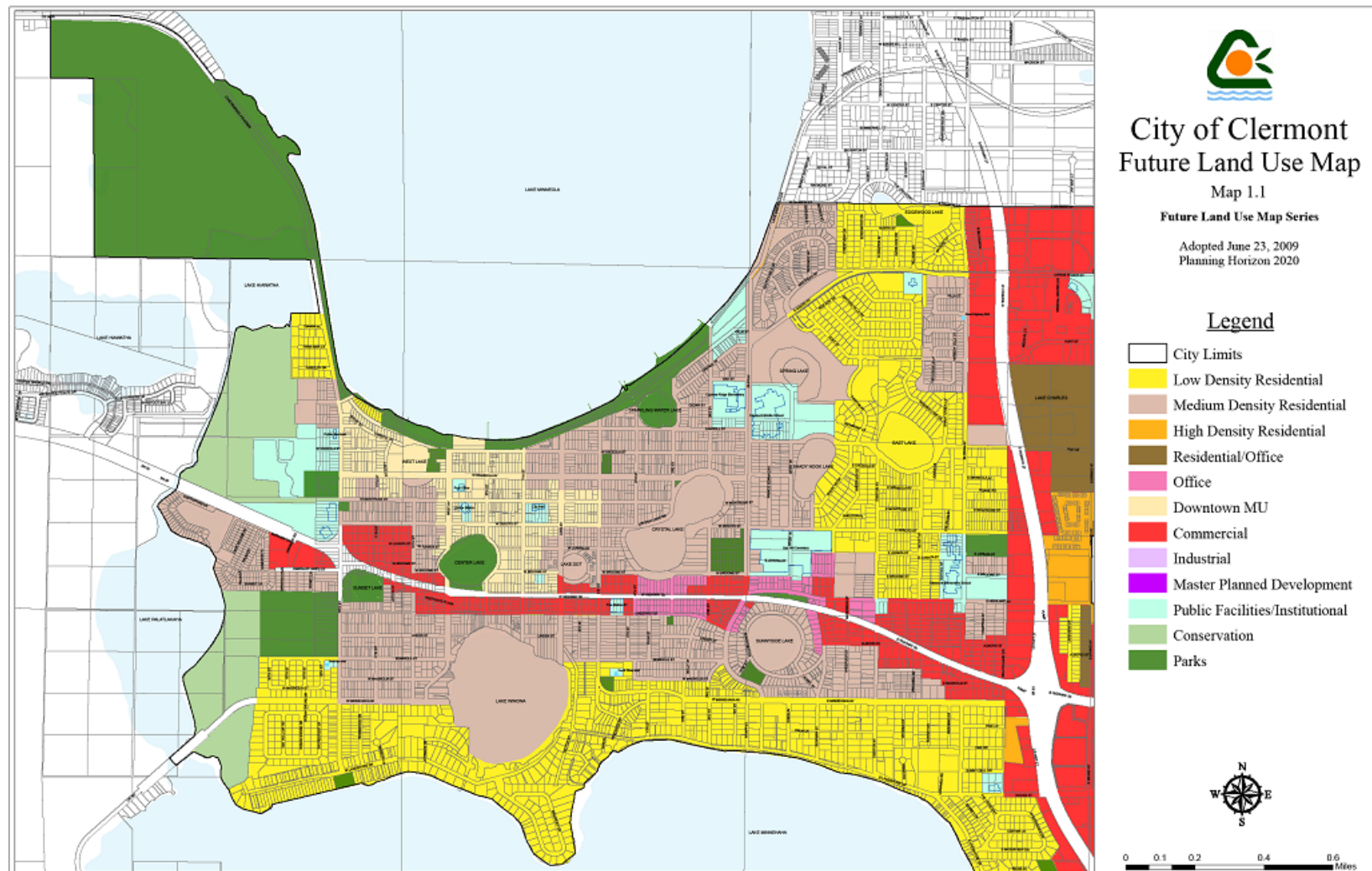


Downtown Clermont MU & Zoning



FUTURE LAND USE MAP SERIES

Map 1.1: Future Land Use Map



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.

DIVISION 12. - CBD CENTRAL BUSINESS DISTRICT^[12]*Footnotes:*

— (12) —

Note—See the editor's note to div. 2.

Sec. 122-241. - Intent.

The intent of the CBD district is to enhance the harmonious mixture of residential, commercial, professional, institutional and governmental enterprises in the central business district while providing a unique and enjoyable shopping and activity center for the city. Lot and building regulations are intended to allow intensive development and encourage uses requiring a central location.

(Code 1998, § 122-241; Ord. No. 281-C, § 1(ch. 7), 11-8-1994)

Sec. 122-242. - Site plan review.

A site plan is required for uses in the CBD district and must be approved by the administrative official.

(Code 1998, § 122-242; Ord. No. 281-C, § 1(ch. 7), 11-8-1994)

Sec. 122-243. - Permitted uses.

(a) *Generally.* Permitted uses in the central business district are as follows:

- (1) Retail businesses which supply commodities on the premises, such as but not limited to groceries, baked goods or other foods, drugs, dry goods, clothing, decorations, hardware, furniture, appliances, sporting goods, flowers, etc.
- (2) Personal service establishments, such as but not limited to beauty shops or barbershops, tailor or dressmaking shops, shoe repair, music, dancing and photographic studios and dry cleaners. Permanent makeup service may be allowed as an accessory use (with a business tax receipt, and with medical supervision) within an existing salon, beauty shop, barber shop, medical office, or similar use. Such service shall be limited to the face area and would consist of cosmetic permanent makeup for eyeliner, eyebrow and mouth/lip liner definition.
- (3) Professional offices, doctors' offices, banks and loan companies (excluding drive-through facilities except with a conditional use permit), insurance and real estate offices and similar businesses.
- (4) Dwelling units, single-family and two-family, permitted in the R-2 district, and other residential uses as permitted in the R-3 district, provided that lot size and coverage regulations of the respective district can be accommodated and the lot width of this district is met.
- (5) Buildings, structures and uses maintained or operated by the city.
- (6) Lodges and clubs.
- (7) Restaurants less than 3,000 square feet.

(b) *Floor space.* Any business establishment or structure proposing to occupy 3,000 square feet of total floor space or more shall require application for a conditional use permit.

(c) *Uses to be enclosed, outdoor storage.* All uses must be within a completely enclosed building, except for outdoor storage, which must receive site plan approval and be screened from public streets and adjacent property.

- (d) *Sidewalk use.* Business establishments may utilize outside private or public sidewalk area for patron use to include non-fastened small tables and chairs, or benches during business hours only. Compact outside display areas may also be utilized provided the display has a maximum width of 25 percent of a retail store width or ten feet in width, whichever is less, four feet in depth, and six feet in height. Businesses which utilize this type of sidewalk use shall maintain at least a four-foot wide open area for passage from one property to the next, from the inside of any curb toward the business front, and in accordance with the Americans with Disabilities Act. Where such four-foot open space is not available, table and chairs or displays shall not be allowed. All such uses shall be approved by the city manager or his designee.

(Code 1998, § 122-243; Ord. No. 281-C, § 1(ch. 7), 11-8-1994; Ord. No. 299-C, § 2, 6-27-2000; Ord. No. 355-C, § 122-243, 10-23-2007; Ord. No. 2010-05-C, § 2, 3-23-2010; Ord. No. 2014-24, § 2, 9-23-2014)

Sec. 122-244. - Conditional uses.

- (a) Conditional uses in the CBD district are as follows:

- (1) Retail businesses, personal service establishments and professional offices occupying 3,000 square feet of total floor area or more, provided, however, that no retail establishment may occupy more than 100,000 square feet.
- (2) Public or semipublic facilities or structures not maintained or operated by the city and not listed under permitted uses (i.e., operated by any other governmental unit).
- (3) Utility facilities (i.e., electrical transformers, gas regulator stations, etc.).
- (4) Hospitals, clinics, adult congregate living facilities and nursing homes that provide treatment of human ailments or personal care operations.
- (5) Nursery schools, kindergartens or child care centers, provided the outdoor play area is enclosed by a fence at least four feet high and all state requirements are met.
- (6) Private schools.
- (7) Funeral homes.
- (8) Convenience stores and gas stations, provided on-site parking requirements are met.
- (9) Laundries.
- (10) Automotive service stations, provided on-site parking requirements are met.
- (11) Restaurants over 3,000 square feet.
- (12) Lounges.
- (13) Bed and breakfast inns as provided in article V of this chapter.
- (14) Theaters, cinemas and auditoriums.
- (15) Churches.
- (16) Planned unit developments.

- (b) In case of uncertainty of the classification of any use, uses may be permitted which, after consideration by the planning and zoning commission and approval by the city council, are not more obnoxious to the district than uses provided in this section. All conditional uses must be provided per chapter 86, article III, division 3.

(Code 1998, § 122-244; Ord. No. 281-C, § 1(ch. 7), 11-8-1994; Ord. No. 292-C, § IV, 4-13-1999; Ord. No. 299-C, § 2, 6-27-2000; Ord. No. 333-C, § 4, 3-23-2004; Ord. No. 2014-24, § 2, 9-23-2014)

Sec. 122-245. - Lot and height requirements.

Lot and height requirements for the CBD district are as follows:

- (1) *Impervious surface coverage and floor area ratio.* The maximum is 100 percent, provided requirements for stormwater retention can be satisfied.
- (2) *Stormwater abatement requirements.*
 - a. Except as otherwise provided in this section, each structure and land use located within the designated central business district shall provide or be provided with a stormwater abatement system in conformance with level of service standards as provided in the adopted city comprehensive plan. In lieu of providing all of the required stormwater abatement system, development within the central business district may substitute for provision of such a system by payment of a one-time stormwater abatement fee as set forth by resolution of the city council and on file in the city clerk's office. Such fee shall be payable in full to the city prior to the issuance of any development permit for the site. An approved site plan, data and calculations shall be provided which shall indicate the entire volume of stormwater that is required to be retained and shall indicate the volume of stormwater that will be exchanged for the central business district stormwater abatement fee.
 - b. Reservation of stormwater retention area capacity shall be considered effective for a period of one year from the date of receipt of the stormwater abatement fee. One extension, not to exceed 180 days, may be granted upon written approval of the administrative official. Such approval shall be based upon a finding of fact that substantial construction of the project has commenced, and that a certificate of occupancy can be reasonably expected to occur within the 180-day extension period.
 - c. Required stormwater abatement systems shall be located on the same parcel as the use they are intended to serve, except those exchanged for the central business district stormwater abatement fee. A stormwater abatement plan, including data and calculations signed and sealed by a professional engineer licensed in the state, shall be provided with all applications for individual development approval. All stormwater abatement systems shall be designed and constructed in accordance with the city's adopted engineering standards and criteria established in chapter 94, article V, division 3.
- (3) *Height.* Maximum height of 55 feet shall be allowable for the finished height of all buildings or structures, including architectural features. The height limitations of this chapter shall also apply to church spires, belfries, cupolas and domes not intended for human occupancy and may be a maximum of 55 feet in height. Facilities owned by the city are exempt from the height regulations.
- (4) *Lot width.* The minimum lot width for a single-family dwelling unit and other residential uses shall be 100 feet located on a publicly maintained street.

(Code 1998, § 122-245; Ord. No. 281-C, § 1(ch. 7), 11-8-1994; Ord. No. 287-C, § II, 5-26-1998; Ord. No. 355-C, § 122-245, 10-23-2007)

Sec. 122-246. - Yards.

Minimum yard requirements for the CBD district are as follows:

- (1)

Front yard. The minimum front yard setback for single-family and two-family dwelling units on all streets shall be 25 feet. The minimum front yard setback for other residential uses and nonresidential uses shall be zero feet.

- (2) *Side yard.* The minimum side yard setback for single-family and two-family dwelling units shall be 7½ feet, except on corner lots, where 25 feet shall be required on all sides adjacent to any road rights-of-way. The minimum side yard for other residential uses and nonresidential uses shall be zero feet.
- (3) *Rear yard.* The minimum rear yard setback for single-family and two-family dwelling units shall be 25 feet. The minimum rear yard setback for other residential uses and nonresidential uses shall be zero feet.
- (4) *Other setbacks.* The building line for any lakefront property shall be measured from the established 100-year floodplain elevation as determined from national flood insurance rate maps (FIRM) of the Federal Emergency Management Agency (FEMA).
- (5) *Roof projections.* Properties located within the central business district may have roof projections (eaves) extending over public rights-of-way. However, such roof projections shall not be less than eight feet above ground level or the finished first floor elevation, whichever is greater, and shall not extend more than eight feet over the public right-of-way, or two feet from the back of the curb, whichever is less. Nothing in this subsection shall be construed to allow roof projections over public streets, alleys or parking areas which would inhibit or impair the free flow of traffic.

(Code 1998, § 122-246; Ord. No. 281-C, § 1(ch. 7), 11-8-1994)

Sec. 122-247. - Off-street parking.

- (a) Except as otherwise provided in this Section, each principal use located within the designated central business district shall provide or be provided with the indicated number of off-street parking spaces according to the following schedule. Those uses which base required parking allocation on seating capacity, numbers of beds, numbers of employees and numbers of staff members shall submit specific data and calculations at the time of application for conditional use permit approval.
- (b) In an effort to foster revitalization and enhancement of the central business district, parking space credits shall be granted to existing structures and vacant land in the following manner:
 - (1) Existing structures located in the central business district shall be given a parking space credit equal to the parking space requirements for the current use of the structure. For structures with more than one use, calculation of the credit is based on the amount of square footage devoted to each particular use.
 - (2) For existing nonresidential structures, no additional parking spaces shall be required for a change in use to another nonresidential use, provided the square footage remains the same.
 - (3) Residential uses changing to nonresidential must provide parking equivalent to those nonresidential uses as required by this section.
 - (4) All vacant parcels changing to either residential or nonresidential must provide parking equivalent to those residential or nonresidential uses as required by this section.
 - (5) Parking spaces and/or parking space credits shall remain the sole possession of the property for which they were initially provided. Parking space credits shall not be transferable from one business location to another business location.

- (6) Single-family residential structures and vacant parcels shall be given credit for two spaces and multifamily structures shall be given credit for 1.5 spaces per unit.
- (c) Vacant property being developed for new residential or nonresidential uses, shall be required to provide off-street parking spaces located on the same parcel as the use they are intended to serve, A parking plan shall be provided with all applications for individual development approval which shall clearly and accurately designate the required parking spaces, required landscaped areas and planter islands, access aisles and driveways and the relationship of the parking to the uses and structures the spaces are intended to serve. All off-street parking facilities shall be designed and constructed in accordance with the city's adopted engineering standards. Required parking spaces are as follows:
- (1) Retail business, personal service and office establishments: One parking space for each 400 square feet of floor space.
 - (2) Hospitals, clinics, adult congregate living facilities and nursing homes: One parking space for each four beds, plus one space for each four employees, including staff members and nurses.
 - (3) Nursery schools, kindergartens or child care centers, public, vocational and professional schools: One parking space for each 300 square feet of classroom space, plus one space for each staff member, plus one space for each four employees.
 - (4) Churches and funeral homes: One parking space for each four seats in the sanctuary or assembly room.
 - (5) Restaurants and lounges: One parking space for each 200 square feet of floor area devoted to patron use, plus one space for each four employees.
 - (6) Lodges and clubs: One parking space for each 50 square feet of floor area.
 - (7) Theaters, cinemas and auditoriums: One parking space for each eight seats in the assembly room.
 - (8) Bed and breakfast: One parking space for each accommodation.
 - (9) Automotive services: Four parking spaces for each bay, grease rack or similar facility, plus one space for each employee.
 - (10) All dwelling units: Two parking spaces per dwelling unit.
 - (11) Planned unit developments: Parking space requirements for planned unit developments shall be based upon the aggregate sum of all proposed uses.
 - (12) Hotels and motels: One parking space for each accommodation, plus one space for every three employees.
- (d) Determination for unlisted uses or alternative parking. If the proposed use is not listed or compatible with a use listed in the table of minimum parking space requirements, the planning and zoning director, who after consultation with the site review committee, shall make a determination of the appropriate parking for the proposed use. In reaching the determination, the director shall consider and be guided by the requirements for similar uses, the number and kind of vehicles likely to be attracted to the proposed use, parking requirements of such uses in other jurisdictions, special conditions or situations of the proposed use, or a combination of sources.
- (Code 1998, § 122-247; Ord. No. 281-C, § 1(ch. 7), 11-8-1994; Ord. No. 287-C, § I, 5-26-1998; Ord. No. 373-C, § 2, 11-24-2009; Ord. No. 2010-05-C, § 2, 3-23-2010)

Sec. 122-248. - Landscaping, buffers and tree protection.

(a) *Generally.*

- (1) Except as otherwise provided in this section, landscaping criteria required for all development in the CBD district shall be as stated in chapter 118. The overall intent is to provide for required landscaping, buffers and tree protection in certain developments, redevelopments and areas to be developed within the city. The general purpose is to enhance aesthetic appearance, preserve the environmental and ecological benefits of trees and other endemic (native) vegetation, and provide standards for required landscaping, including buffers between adjacent uses and off-street parking areas, and provide for general maintenance requirements that apply to all landscaped areas.
 - (2) Landscaping, landscaped areas, buffers and tree protection shall be provided and accomplished for all real properties in the manner set forth in chapter 118. The minimum provisions required may be exceeded.
 - (3) When a conditional or commercial use is developed and abuts a residential area or use, the conditional or commercial use shall provide a landscaped buffer strip along all abutting property lines in conformance with chapter 118.
 - (4) Notwithstanding criteria specified by chapter 118, development within the central business district shall provide landscaping consistent with any formally adopted comprehensive tree plan or streetscape plan pursuant to the prescribed study of the city tree board or studies of the city beautification committee.
 - (5) Prior to the issuance of any permit for development or redevelopment which is included under the provisions of this division, a site plan shall be submitted to and approved by the city. No permit shall be issued for such development or redevelopment unless such site plan complies with the provisions of this division, and no certificate of occupancy shall be issued until the landscaping is complete. It shall be unlawful to occupy the premises unless the landscaping is installed in accordance with the approved site plans and the requirements of this division.
- (b) *Landscape plan and irrigation plan required.*
- (1) A landscape plan showing proposed landscaped areas shall be submitted for review and approval by the city. Such plan shall be required for all new development, and, if required, with the application for a building permit for rehabilitation or renovation projects.
 - (2) An irrigation plan shall be submitted for review and approval by the city in all instances where a landscape plan is required. Such plan shall indicate use of a low-volume irrigation system designed specifically for the proposed landscape installation, delineate zones if proposed, and clearly illustrate compliance with the required building plan and site approval process. A city-approved backflow prevention device and rain sensor gauge shall be required in conformance with mandated state regulations.
- (c) *Installation and specifications.*
- (1) Installation of landscape material shall strictly be in accordance with the approved landscape plan. Any request for substitution or relocation of materials shall be submitted in writing, along with a revised plan, to the city for subsequent review and approval. All plant material shall be planted in a manner which is not intrusive to utilities or pavement.
 - (2)

All specifications for the quality and installation of landscaping shall be in accordance with American Standards for Nursery Stock published by the American Association of Nurserymen, and conform to the standards for Florida No. 1 or better as given in Grades and Standards for Nursery Plants, Part I, current edition, and Part II, published by the state department of agriculture.

- (3) All specifications for measurement, quantity and location of required landscaping shall be in accordance with chapter 118 unless otherwise prescribed in this section.

(d) *Exemptions.*

- (1) Properties which have optioned to participate entirely in the stormwater abatement fee program and the off-street parking requirement fee program, and have maximized impervious surface coverage to 100 percent of the site, are not required to provide on-site landscaping in conformance with this section and chapter 118. This exemption does not, however, abrogate compliance with any sanctioned comprehensive tree plan or streetscape plan pursuant to prescribed studies of the city tree board or the city beautification committee.
- (2) Properties which have partially optioned site development pursuant to the programs referenced in subsection (d)(1) of this section shall be required to submit a landscape plan for review and approval of the city site review committee. Installation, quality and quantity of landscape material for stormwater retention areas shall be accomplished in the same manner as that for required off-street parking areas.

(Code 1998, § 122-248; Ord. No. 281-C, § 1(ch. 7), 11-8-1994)

Secs. 122-249—122-260. - Reserved.

DIVISION 8. - R-3 RESIDENTIAL/PROFESSIONAL DISTRICT^[8]

Footnotes:

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Note—See the editor's note to div. 2.

Sec. 122-181. - Intent.

The purpose of the R-3 district is to provide medium density townhouse and multiple-family housing in an urban area where needed, and where urban conveniences and facilities can be provided, and also to provide for those professional services not in direct conflict with the residential usage and which do not generate traffic of such a nature as to require industrial or commercial zoning.

(Code 1998, § 122-181; Ord. No. 281-C, § 1(ch. 7), 11-8-1994)

Sec. 122-182. - Site plan review.

A site plan review is required for two-family residential uses in the R-3 district where relief on the site is seven percent or greater, and all multiple-family developments and professional offices.

(Code 1998, § 122-182; Ord. No. 281-C, § 1(ch. 7), 11-8-1994)

Sec. 122-183. - Permitted uses.

Permitted uses in the R-3 district are as follows:

- (1) Single-family dwelling units having a minimum living area of 1,000 square feet, exclusive of garages, carports and screened areas.
- (2) Two-family dwelling units having a minimum of 700 square feet per dwelling unit, exclusive of garages, carports and screened areas.
- (3) Multifamily dwelling units, including townhomes and condominiums, having a minimum floor area of 600 square feet per unit, exclusive of garages, carports and screened areas, with fewer than 12 units.
- (4) Buildings, structures or uses maintained or operated by the city.
- (5) Home occupations as provided in article V of this chapter.
- (6) Private docks and boathouses, provided that such structures maintain a 25-foot side yard setback. A ten-foot side yard setback may be allowed upon receipt of properly authorized documentation from directly abutting property owners. It shall be further provided that such structures comply with state and/or federal regulations, as applicable.
- (7) Field crops, orchards and other horticultural uses where no selling at retail is involved.
- (8) Accessory uses: Customary accessory buildings and structures, including private garages, noncommercial greenhouses and workshops.

(Code 1998, § 122-183; Ord. No. 281-C, § 1(ch. 7), 11-8-1994; Ord. No. 290-C, § III, 10-27-1998; Ord. No. 299-C, § 2, 6-27-2000)

Sec. 122-184. - Conditional uses.

(a) Conditional uses in the R-3 district are as follows:

- (1) Professional offices, doctors offices, banks, loan companies, insurance and real estate offices and similar businesses.
 - (2) Churches, provided adequate buffer strips between residential uses are provided.
 - (3) Public or semipublic facilities or structures not maintained by the city (i.e., operated by another unit of government).
 - (4) Utility facilities (i.e., electric transformers, gas regulator stations, etc.).
 - (5) Planned unit development per article IV of this chapter.
 - (6) Cemeteries.
 - (7) Multiple-family developments, including townhomes and condominiums, of 12 or more dwelling units, or that are so located and planned so that 12 or more dwelling units can be placed on the property, even though 11 or fewer may be constructed initially.
 - (8) Hospitals and nursing homes.
 - (9) Private schools.
 - (10) Nursery schools or kindergartens, provided the outdoor play area is enclosed by a fence four feet in height and all state requirements are met.
 - (11) Mobile home parks per article V of this chapter.
 - (12) Personal service establishments such as but not limited to beauty or barber shops, tailor or dressmaking shops, shoe repair, music, dancing and photographic studios and dry cleaners.
 - (13) Bed and breakfast inns per article V of this chapter.
- (b) In case of uncertainty of the classification of any use, uses may be permitted which, after consideration by the planning and zoning commission and approval by the city council, are not more obnoxious to the district than uses provided in this section. All conditional uses must be provided per chapter 86, article III, division 3.

(Code 1998, § 122-184; Ord. No. 281-C, § 1(ch. 7), 11-8-1994; Ord. No. 290-C, §§ II, III, 10-27-1998; Ord. No. 299-C, § 2, 6-27-2000; Ord. No. 333-C, § 4, 3-23-2004)

Sec. 122-185. - Lot and height requirements.

Lot and height requirements for the R-3 district are as follows:

- (1) *Lot size.* Minimum lot size for single-family dwellings is 7,500 square feet. Minimum lot size for two-family dwellings is 10,000 square feet. Minimum lot size for multifamily development is 3,500 square feet per dwelling unit.
- (2) *Lot width.* Minimum lot width for single- and two-family dwellings is 75 feet measured at the building setback line, and 50 feet measured along the property lines contiguous to any street, road or highway. Minimum lot width for multifamily development is 100 feet measured at the building setback line, and 50 feet measured along the property lines contiguous to any street, road or highway.
- (3) *Impervious surface coverage.* For all residential development the maximum impervious surface coverage for single-family and duplex dwellings shall be 55 percent with the principal building, driveway and walkways limited to 45 percent, and for multifamily development and professional offices the maximum is 70 percent.
- (4) *Height.* Maximum height of 45 feet shall be allowable for the finished height of all buildings or structures, including architectural features. The height limitations of this chapter shall also apply to church spires, belfries, cupolas and domes not intended for human occupancy and may be a

maximum of 55 feet in height. Facilities owned by the city are exempt from the height regulations.

(Code 1998, § 122-185; Ord. No. 281-C, § 1(ch. 7), 11-8-1994; Ord. No. 287-C, § II, 5-26-1998; Ord. No. 300-C, § 2, 6-27-2000; Ord. No. 355-C, § 122-185, 10-23-2007)

Sec. 122-186. - Yards.

Minimum yard requirements for the R-3 district are as follows:

- (1) *Front yard.* Property adjacent to Hartwood Marsh Road, SR 50 and Highway 27 shall maintain a 50-foot setback. The setback on all other streets shall be 25 feet.
- (2) *Side yard.* The minimum side yard setback for single-family and duplex dwellings shall be 7.5 feet. Townhouses, multifamily and professional offices shall have a minimum 15-foot setback. On corner lots the setback shall be 50 feet on Hartwood Marsh Road, SR 50 and U.S. 27 and 25 feet on the side adjacent to any other street and 7.5 feet on the interior side yard for single-family and duplex dwellings and 15 feet for townhouses, multifamily and professional office developments.
- (3) *Rear yard.* The minimum rear yard setback shall be 25 feet except where a rear yard abuts Hartwood Marsh Road, SR 50 or U.S. 27, a setback of 50 feet shall be maintained. The rear building line on lakefront property shall be measured from the established high-water mark. No construction encroachment may occur in any designated 100-year floodplain except in accordance with policies of the adopted comprehensive plan and after formal approval of a site development plan by the administrative official.
- (4) *Buffer strip.* When a conditional use abuts a residential use, the conditional use shall provide a buffer strip along the abutting property line.
- (5) *Other setbacks.* All yard setbacks for principal buildings shall be a minimum of 25 feet from the established high-water mark. No construction encroachment may occur in any designated 100-year floodplain except in accordance with policies of the adopted comprehensive plan and after formal approval of a site development plan by the administrative official.

(Code 1998, § 122-186; Ord. No. 281-C, § 1(ch. 7), 11-8-1994; Ord. No. 298-C, § 2, 6-27-2000)

Secs. 122-187—122-189. - Reserved.

DIVISION 10. - C-1 LIGHT COMMERCIAL DISTRICT^[10]

Footnotes:

— (10) —

Note—See the editor's note to div. 2.

Sec. 122-201. - Intent.

The purpose of the C-1 district is to provide light retail sales and services which would not be detrimental to adjacent residential districts.

(Code 1998, § 122-201; Ord. No. 281-C, § 1(ch. 7), 11-8-1994)

Sec. 122-202. - Site plan review.

A site plan is required for uses in the C-1 district and must be approved by the administrative official.

(Code 1998, § 122-202; Ord. No. 281-C, § 1(ch. 7), 11-8-1994)

Sec. 122-203. - Permitted uses.

(a) *Generally.* Permitted uses in the C-1 district are as follows:

- (1) Retail businesses which supply commodities on the premises, such as but not limited to groceries, baked goods or other foods, drugs, dry goods, clothing, decorations, hardware, furniture, appliances, sporting goods, flowers, etc.
- (2) Personal service establishments, such as but not limited to beauty shops or barber shops, tailor or dressmaking shops, shoe repair, music, dancing and photographic studios and dry cleaners. Permanent makeup service may be allowed as an accessory use; with a business tax receipt and with medical supervision, within an existing salon, beauty shop, barber shop, medical office, or similar use. Such service shall be limited to the face area and would consist of cosmetic permanent makeup for eyeliner, eyebrow and mouth/lip liner definition.
- (3) Professional offices, doctor offices, banks, loan companies, insurance and real estate offices, and similar businesses.
- (4) Dwelling units permitted in the R-3 district, provided that they meet the regulations of the R-3 district.
- (5) Buildings, structures and uses maintained or operated by the city.
- (6) Lodges and clubs.
- (7) Churches and places of religious worship, less than one acre or 5,000 square feet or less.
- (8) Restaurants.
- (9) Shopping centers. Any group of businesses with shared parking or in which the total land area of the development less than five acres.

(b) *Floor space.* Any business establishment or structure proposing to occupy more than 5,000 square feet of floor space shall require a conditional use permit. The floor area ratio for any structure shall not exceed that identified by policies of the adopted comprehensive plan.

(c) *Uses to be enclosed; outdoor storage.* All uses must be within a completely enclosed building, except for outdoor storage, which must be screened from public streets and adjacent property.

- (d) *Sidewalk use.* Restaurant or food service business establishments may utilize outside private sidewalk area adjacent to the business for patron use to include non-fastened small tables and chairs or benches during business hours only. Businesses which utilize this type of sidewalk use shall maintain at least a four-foot wide open area for passage from one property to the next, from the inside of any curb toward the business front, and in accordance with the Americans with Disabilities Act (ADA). Where such four-foot open space is not available, table or chairs shall not be allowed. All such uses shall be approved by the applicable city administrator. Number and size limitations are as follows:
- (1) Limited to 50 percent of restaurant frontage as approved by the planning and zoning department.
 - (2) Maximum number of tables and chairs; four tables with maximum four chairs each.
 - (3) Maximum table width; four feet.
 - (4) Umbrellas may be utilized provided they adhere to the four-foot clearance for Americans with Disabilities Act (ADA) access and do not have any advertising unless approved by the planning and zoning department.
- (e) Restaurants or similar food service business establishments with larger outdoor seating area available that can be isolated may be permitted with the following provisions:
- (1) Site plan approval is required by the site review committee. Location and any separation from other uses; sidewalks, parking, landscape, and so forth, must be demonstrated and maintained.
 - (2) Separation or isolation from other uses may be provided with decorative fencing; no chain link is permitted, landscaping, or similar materials as approved by the site review committee.
 - (3) Outdoor seating cannot exceed more than half the total square feet or number of seats; whichever is less, of the indoor seating area.
 - (4) Any outdoor seating shall be provided for with approved parking spaces according to the Land Development Code.
 - (5) All sidewalks and pedestrian access areas shall maintain Americans with Disabilities Act (ADA) accessibility.
 - (6) No advertising shall be permitted on table umbrellas or fencing material unless approved by the planning and zoning department.
 - (7) Required landscaping must be maintained in accordance with the city Land Development Code.
- (Code 1998, § 122-203; Ord. No. 281-C, § 1(ch. 7), 11-8-1994; Ord. No. 299-C, § 2, 6-27-2000; Ord. No. 2010-05-C, § 2, 3-23-2010; Ord. No. 2013-04, § 2, 2-26-2013)

Sec. 122-204. - Conditional uses.

- (a) Conditional uses in the C-1 district are as follows:

- (1) Retail businesses, personal service establishments, professional offices, lodges and clubs and churches greater than 5,000 square feet; provided, however, that no retail establishment may occupy more than 100,000 square feet.
- (2) Public or semipublic facilities or structures not maintained or operated by the city and not listed under permitted uses; such as operated by any other unit of government.
- (3) Utility facilities; such as electrical transformers, gas regulator stations; and so forth.
- (4) Hospitals, clinics, nursing homes, and funeral homes.
- (5) Nursery schools, kindergartens or child care centers; provided the outdoor play area is enclosed by a fence at least four feet high and all state requirements are met.

- (6) Cemeteries.
 - (7) Private schools.
 - (8) Mobile home parks per article V of this chapter.
 - (9) Planned unit developments per article IV of this chapter.
 - (10) Convenience stores and gas stations.
 - (11) Laundries.
 - (12) Automobile and truck services.
 - (13) Lounges.
 - (14) Bed and breakfast inns per article V of this chapter.
 - (15) Shopping centers; any group of businesses with shared parking or in which the total land area of the development five acres or more.
- (b) In case of uncertainty of the classification of any use, uses may be permitted which, after consideration by the planning and zoning commission and approval by the city council are not more obnoxious to the district than uses provided in this section. All conditional uses must be provided per chapter 86, article III, division 3.
- (Code 1998, § 122-204; Ord. No. 281-C, § 1(ch. 7), 11-8-1994; Ord. No. 292-C, § I, 4-13-1999; Ord. No. 299-C, § 2, 6-27-2000; Ord. No. 333-C, § 4, 3-23-2004; Ord. No. 2010-05-C, § 2, 3-23-2010; Ord. No. 2013-04, § 2, 2-26-2013)

Sec. 122-205. - Lot and height requirements.

Lot and height requirements for the C-1 district are as follows:

- (1) *Impervious surface coverage.* Maximum impervious surface coverage is 80 percent.
- (2) *Height.* Maximum height of 55 feet shall be allowable for the finished height of all buildings or structures, including architectural features. The height limitations of this chapter shall also apply to church spires, belfries, cupolas and domes not intended for human occupancy and may be a maximum of 55 feet in height. Monuments, transmission towers, chimneys, smokestacks, derricks, conveyors, silos or storage bins, flagpoles and radio or television transmission towers or aerials and may be a maximum 55 feet in height and approved by the city council through the conditional use procedure. Facilities owned by the city are exempt from the height regulations.

(Code 1998, § 122-205; Ord. No. 281-C, § 1(ch. 7), 11-8-1994; Ord. No. 287-C, § II, 5-26-1998; Ord. No. 355-C, § 122-205, 10-23-2007)

Sec. 122-206. - Yards.

Minimum yard requirements for the C-1 district are as follows:

- (1) *Front yard.* Property adjacent to Hartwood Marsh Road, SR 50 and U.S. Highway 27 shall maintain a 50-foot setback. The setback on all other streets shall be 25 feet.
- (2) *Side yard.* The minimum side yard setback shall be 12 feet. On corner lots, a side yard setback of 50 feet shall be maintained on Hartwood Marsh Road, State Road 50 and U.S. Highway 27 and a side yard setback of 25 feet shall be maintained from all other streets and 12 feet on the interior side yard. However, a side setback of 25 feet shall be maintained on the side adjacent to property that is either zoned or used as residential.
- (3)

Rear yard. The minimum rear yard setback shall be 25 feet except where a rear yard abuts Hartwood Marsh Road, SR 50 or U.S. Highway 27, a setback of 50 feet shall be maintained. The rear building line of lakefront property shall be measured from the established high-water mark. No construction encroachment may occur in any designated 100-year floodplain except in accordance with policies of the adopted comprehensive plan and after formal approval of a site development plan by the administrative official.

- (4) *Buffer strip.* When a conditional or commercial use abuts a residential use, the conditional or commercial use shall provide a landscaped buffer strip along the abutting property line.
- (5) *Other setbacks.* All yard setbacks for principal buildings shall be a minimum of 25 feet from established high-water marks. No construction encroachment may occur in any designated 100-year floodplain except in accordance with policies of the adopted comprehensive plan and after formal approval of a site development plan by the administrative official.

(Code 1998, § 122-206; Ord. No. 281-C, § 1(ch. 7), 11-8-1994; Ord. No. 298-C, § 2, 6-27-2000; Ord. No. 306-C, § 2, 3-27-2001; Ord. No. 355-C, § 122-206, 10-23-2007; Ord. No. 2013-04, § 2, 2-26-2013)

Secs. 122-207—122-220. - Reserved.

DIVISION 11. - C-2 GENERAL COMMERCIAL DISTRICT^[11]

Footnotes:

— (11) —

Note—See the editor's note to div. 2.

Sec. 122-221. - Intent.

The C-2 district is intended for full-scale retail sales and service needs of the community.

(Code 1998, § 122-221; Ord. No. 281-C, § 1(ch. 7), 11-8-1994)

Sec. 122-222. - Site plan review.

A site plan is required for uses in the C-2 district and must be approved by the administrative official.

(Code 1998, § 122-222; Ord. No. 281-C, § 1(ch. 7), 11-8-1994)

Sec. 122-223. - Permitted uses.

(a) *Generally.* Permitted uses in the C-2 district are as follows:

- (1) Retail businesses: Any retail business or service, including the sale of goods and services for resale, as long as it is incidental to and in conjunction with a retail business.
- (2) Personal service establishments, such as but not limited to beauty shops or barber shops, tailor or dressmaking shops, shoe repair, music, dancing and photographic studios and dry cleaning establishments. Permanent makeup service may be allowed as an accessory use; with a business tax receipt and with medical supervision, within an existing salon, beauty shop, barber shop, medical office, or similar use. Such service shall be limited to the face area and would consist of cosmetic permanent makeup for eyeliner, eyebrow and mouth/lip liner definition.
- (3) Professional offices, doctors' offices, banks, loan companies, insurance and real estate offices, and similar businesses.
- (4) Automobile and truck services, carwashes, and automobile, truck, boat and farm equipment sales.
- (5) Recreation facilities, theaters, including drive-ins, bowling alleys, skating rinks, billiard halls, miniature golf courses, driving ranges and tourist attractions.
- (6) Restaurants and lounges.
- (7) Buildings, structures or uses maintained or operated by the city.
- (8) No retail establishment may occupy more than 100,000 square feet.
- (9) Lodges and clubs.
- (10) Laundries.
- (11) Hotels and motels.
- (12) Convenience stores and gas stations.
- (13) Shopping centers; Any group of businesses with shared parking or in which the total land area of the development less than ten acres.
- (14) Nursery schools, kindergartens or child care centers; provided the outdoor play area is enclosed by a fence at least four feet high and all state requirements are met.

- (b) *Floor space.* Any business establishment or structure proposing to occupy more than 20,000 square feet of floor space shall require a conditional use permit. The floor area ratio for any structure shall not exceed that identified by policies of the adopted comprehensive plan.
- (c) *Uses to be enclosed; outdoor storage.* All uses must be conducted within a completely enclosed building; except for outdoor storage, which must be screened from a public street and adjacent property.
- (d) *Sidewalk use.* Restaurant or food service business establishments may utilize outside private sidewalk area adjacent to the business for patron use to include non-fastened small tables and chairs or benches during business hours only.

Businesses which utilize this type of sidewalk use shall maintain at least a four-foot wide open area for passage from one property to the next, from the inside of any curb toward the business front, and in accordance with the Americans with Disabilities Act. Where such four-foot open space is not available, table or chairs shall not be allowed. All such uses shall be approved by the applicable city administrator. Number and size limitations are as follows:

- (1) Limited to 50 percent of restaurant frontage as approved by the planning and zoning department.
 - (2) Maximum number of tables and chairs; four tables with maximum four chairs each.
 - (3) Maximum table width; four feet.
 - (4) Umbrellas may be utilized provided they adhere to the four-foot clearance for Americans with Disabilities Act access and do not have any advertising.
- (e) Restaurants or similar food service business establishments with larger outdoor seating area available that can be isolated may be permitted with the following provisions:
 - (1) Site plan approval is required by the site review committee. Location and any separation from other uses; sidewalks, parking, and landscape for example, must be demonstrated and maintained.
 - (2) Outdoor seating cannot exceed more than half the total square feet or number of seats, whichever is less, of the indoor seating area.
 - (3) All sidewalks and pedestrian access areas shall maintain Americans with Disabilities Act accessibility.
 - (4) No advertising shall be permitted on table umbrellas or fencing material unless approved by the city administrative official.
 - (5) Required landscaping must be maintained in accordance with the city Land Development Code. (Code 1998, § 122-223; Ord. No. 281-C, § 1(ch. 7), 11-8-1994; Ord. No. 292-C, § II, 4-13-1999; Ord. No. 299-C, § 2, 6-27-2000; Ord. No. 2010-05-C, § 2, 3-23-2010; Ord. No. 2013-04, § 2, 2-26-2013)

Sec. 122-224. - Conditional uses.

- (a) Conditional uses in the C-2 district are as follows:
 - (1) Manufacturing, provided such manufacturing employs not more than five persons and is incidental, complementary to and in conjunction with a retail business or service.
 - (2) Residential storage warehouses where storage facility uses are exclusively for storing excess personal property generally stored in residential accessory buildings. This shall not include the storage of manufacturing or commercial products.
 - (3)

Shopping centers; any group of businesses with shared parking or in which the total land area of the development is ten acres or more.

- (4) Agricultural service operations.
 - (5) Public or semipublic facilities or structures not operated by the city and not listed as a permitted use.
 - (6) Utility facilities; such as electric transformers, gas regulator stations, and so forth.
 - (7) Recreational vehicle parks.
 - (8) Hospitals, clinics, and nursing homes.
 - (9) Automobile and truck repair garages; and painting, welding and body shops.
 - (10) Dwelling units provided that the requirements of the R-3 zone are met, mobile home parks per article V of this chapter, and planned unit developments per article IV of this chapter.
 - (11) Kennels or veterinary clinics, provided that all animal services and confinement areas, including runs, are in air conditioned and sound-attenuated buildings.
 - (12) Churches, funeral homes and cemeteries.
 - (13) Retail establishments more than 100,000 square feet.
 - (14) Private schools.
 - (15) Bus terminals, major equipment sales, manufactured housing sales, travel trailer and recreational vehicle sales.
 - (16) Bed and breakfast inns.
- (b) In case of uncertainty of the classification of any use, uses may be permitted which; after consideration by the planning and zoning commission and approval of the city council, are not more obnoxious to the district than the uses provided in this section. All conditional uses must be provided per chapter 86, article III, division 3.

(Code 1998, § 122-224; Ord. No. 281-C, § 1(ch. 7), 11-8-1994; Ord. No. 292-C, § III, 4-13-1999; Ord. No. 294-C, § 2, 9-28-1999; Ord. No. 299-C, § 2, 6-27-2000; Ord. No. 333-C, § 4, 3-23-2004; Ord. No. 2013-04, § 2, 2-26-2013)

Sec. 122-225. - Lot and height requirements.

Lot and height requirements for the C-2 district are as follows:

- (1) *Impervious surface coverage.* Maximum impervious surface coverage is 80 percent.
- (2) *Height.* Maximum height of 55 feet shall be allowable for the finished height of all buildings or structures, including architectural features. The height limitations of this chapter shall also apply to church spires, belfries, cupolas and domes not intended for human occupancy and may be a maximum of 55 feet in height. Monuments, transmission towers, chimneys, smokestacks, derricks, conveyors, silos or storage bins, flagpoles and radio or television transmission towers or aerials and may be a maximum 55 feet in height and approved by the city council through the conditional use procedure. Facilities owned by the city are exempt from the height regulations.

(Code 1998, § 122-225; Ord. No. 281-C, § 1(ch. 7), 11-8-1994; Ord. No. 287-C, § II, 5-26-1998; Ord. No. 355-C, § 122-225, 10-23-2007)

Sec. 122-226. - Yards.

Minimum yard requirements for the C-2 district are as follows:

- (1) *Front yard.* Property adjacent to Hartwood Marsh Road, SR 50 and U.S. 27 shall maintain a 50-foot setback. The setback on all other streets shall be 25 feet.
- (2) *Side yard.* The minimum side yard setback is 12 feet. On corner lots where a side yard setback of 50 feet shall be maintained on Hartwood Marsh Road, State Road 50 and U.S. Highway 27 and a side yard setback of 25 feet shall be maintained from all other streets and 12 feet on the interior side yard. However, a side setback of 25 feet shall be maintained on the side adjacent to property that is either zoned or used as residential.
- (3) *Rear yard.* The minimum rear yard setback is 25 feet except where a rear yard abuts Hartwood Marsh Road, SR 50 or U.S. 27, a setback of 50 feet shall be maintained. The rear building line of lakefront property shall be measured from the established high-water mark. No construction encroachment may occur in any designated 100-year floodplain except in accordance with policies of the adopted comprehensive plan and after formal approval of a site development plan by the administrative official.
- (4) *Buffer strip.* When a conditional or commercial use abuts a residential use, the conditional or commercial use shall provide a landscaped buffer strip along the abutting property line.
- (5) *Other setbacks.* All yard setbacks for principal buildings shall be a minimum of 25 feet from established high-water marks. No construction encroachment may occur in any designated 100-year floodplain except in accordance with policies of the adopted comprehensive plan and after formal approval of a site development plan by the administrative official.

(Code 1998, § 122-226; Ord. No. 281-C, § 1(ch. 7), 11-8-1994; Ord. No. 298-C, § 2, 6-27-2000; Ord. No. 306-C, § 2, 3-27-2001; Ord. No. 355-C, § 122-226, 10-23-2007; Ord. No. 2013-04, § 2, 2-26-2013)

Secs. 122-227—122-240. - Reserved.

DIVISION 13. - M-1 INDUSTRIAL DISTRICT^[13]

Footnotes:

--- (13) ---

Note—See the editor's note to div. 2.

Sec. 122-261. - Intent.

The M-1 district is intended for industrial uses of such a nature that they do not create problems of compatibility with adjacent land uses.

(Code 1998, § 122-261; Ord. No. 281-C, § 1(ch. 7), 11-8-1994)

Sec. 122-262. - Site plan review.

A site plan is required for uses in the M-1 district and must be approved by the administrative official.

(Code 1998, § 122-262; Ord. No. 281-C, § 1(ch. 7), 11-8-1994)

Sec. 122-263. - Permitted uses.

(a) *Generally.* Permitted uses in the M-1 district are as follows:

- (1) All uses permitted in C-2 general commercial district, provided they meet the regulations of the C-2 district.
- (2) Light manufacturing: Generally recognized light industries engaged in manufacturing, assembly or packing. All manufacturing work must be conducted within a completely enclosed building with a total maximum floorspace of 7,000 square feet.
- (3) Wholesale enterprises and establishments engaged in warehousing, with or without retail sales, such as but not limited to lumber and building material yards, and electrical and plumbing supplies.
- (4) Offices or technical training enterprises.
- (5) Field crops, orchards and nurseries.
- (6) Buildings, structures or uses maintained or operated by the city.
- (7) Automobile and truck repair garages, and painting, welding and body shops.

(b) *Dwelling units.* No dwelling unit shall be erected except for sleeping quarters of a watchman or as part of a planned unit development. The watchman's quarters shall be considered an accessory use which shall not exceed 600 square feet of living area. The watchman's quarters shall be constructed as a portion of the principal structure and shall be located above or at the rear of the principal structure.

(c) *Uses to be enclosed; outdoor storage.* All manufacturing or commercial uses must be conducted within a completely enclosed building, except for outdoor storage, which must be screened from a public street and adjacent property.

(Code 1998, § 122-263; Ord. No. 281-C, § 1(ch. 7), 11-8-1994; Ord. No. 299-C, § 2, 6-27-2000)

Sec. 122-264. - Conditional uses.

(a) Conditional uses in the M-1 district are as follows:

- (1) Airports.
- (2) Junkyards.

- (3) Planned unit development per article IV of this chapter.
- (4) Utility facilities (i.e. electric transformers, gas regulator stations, etc.).
- (5) Adult entertainment establishments.
- (6) Conditional uses of the C-2 general commercial district not specifically listed as a permitted use in the M-1 light commercial district, provided they meet the regulations of the C-2 district.
- (b) Other manufacturing or wholesale uses not listed as a permitted use may be considered as a conditional use, provided the requirements of chapter 86, article III, division 3, and the following conditions are met:
 - (1) The use is so located, site-planned and designed to avoid undue noise, odor, smoke, explosive hazards or any other nuisances or dangers to abutting properties.
 - (2) Adequate waste treatment, roadways and utilities can be provided.
 - (3) All applicable local, state and federal regulations regarding such use can be met.
 - (4) No wholesale or retail establishment may occupy more than 100,000 square feet.
- (c) In case of uncertainty of the classification of any public use, uses may be permitted which, after consideration by the planning and zoning commission and approval of the city council, are not more obnoxious to the district than the uses provided in this section. All conditional uses must be provided per chapter 86, article III, division 3.

(Code 1998, § 122-264; Ord. No. 281-C, § 1(ch. 7), 11-8-1994; Ord. No. 292-C, § V, 4-13-1999; Ord. No. 299-C, § 2, 6-27-2000; Ord. No. 370-C, § 3, 11-24-2009)

Sec. 122-265. - Lot and height requirements.

Lot and height requirements for the M-1 district are as follows:

- (1) *Impervious surface coverage.* Maximum impervious surface coverage is 80 percent.
- (2) *Height.* Maximum height of 55 feet shall be allowable for the finished height of all buildings or structures, including architectural features. The height limitations of this chapter shall also apply to church spires, belfries, cupolas and domes not intended for human occupancy and may be a maximum of 55 feet in height. Monuments, transmission towers, chimneys, smokestacks, derricks, conveyors, silos or storage bins, flagpoles and radio or television transmission towers or aerials and may be a maximum 55 feet in height and approved by the city council through the conditional use procedure. Facilities owned by the city are exempt from the height regulations.

(Code 1998, § 122-265; Ord. No. 281-C, § 1(ch. 7), 11-8-1994; Ord. No. 287-C, § II, 5-26-1998; Ord. No. 294-C, § 2, 9-28-1999; Ord. No. 355-C, § 122-265, 10-23-2007)

Sec. 122-266. - Yards.

Minimum yard requirements for the M-1 district are as follows:

- (1) *Front yard.* Property adjacent to Hartwood Marsh Road, SR 50 and U.S. Highway 27 shall maintain a 50-foot setback. The setback on all other streets shall be 25 feet.
- (2) *Side yard.* The minimum side yard setback shall be 12 feet except on corner lots where a side yard setback of 50-feet shall be maintained on Hartwood Marsh Road, SR 50 and U.S. Highway 27 and a side yard setback of 25 feet shall be maintained from all other streets. A side setback of 25 feet shall be maintained on the side adjacent to property that is either zoned or used as residential.

- (3) *Rear yard.* The minimum rear yard setback shall be 25 feet except where a rear yard abuts Hartwood Marsh Road, SR 50 or U.S. Highway 27, a setback of 50 feet shall be maintained. The rear building line of lakefront property shall be measured from the established high-water mark. No construction encroachment may occur in any designated 100-year floodplain except in accordance with policies of the adopted comprehensive plan and after formal approval of a site development plan by the administrative official.
- (4) *Buffer strip.* When an industrial or commercial use abuts a residential use, the industrial or commercial use shall provide a landscaped buffer strip along the abutting property line.
- (5) *Other setbacks.* All yard setbacks for principal buildings shall be a minimum of 25 feet from established high-water marks. No construction encroachment may occur in any designated 100-year floodplain except in accordance with policies of the adopted comprehensive plan and after formal approval of a site development plan by the administrative official.

(Code 1998, § 122-266; Ord. No. 281-C, § 1(ch. 7), 11-8-1994; Ord. No. 298-C, § 2, 6-27-2000)

Secs. 122-267—122-269. - Reserved.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
November 3, 2015**

Page 1

The meeting of the Planning & Zoning Commission was called to order Tuesday November 3, 2015 at 6:30 p.m. by Chairman Nick Jones. Other members present were Carlos Solis, Herb Smith, Judy Proli, and Cuqui Whitehead. Also in attendance were Barbara Hollerand, Development Services Director, Curt Henschel, Planning Manager, John Kruse, Senior Planner, Hector Guerrero Intern Planner, Jim Hitt Economic Development Director, Dan Mantzaris, City Attorney, and Rae Chidlow, Planning Specialist.

MINUTES of the Planning and Zoning Commission meeting held October 6, 2015 were approved as written.

REPORTS

There were no reports.

1. REQUEST FOR REZONING

REQUEST: To change the zoning for properties located within the Downtown Mixed Use Future Land Use District boundaries from R-3 Residential/Professional, C-1 Light Commercial, C-2 General Commercial, and M-1 Industrial to Central Business District.

APPLICANT: City Staff

Senior Planner Kruse presented the staff report as follows:

On March 23, 2015, the City Council approved the Downtown and Waterfront Master Plan, prepared by GAI Consultants. This plan has strategies that will drive redevelopment and infill in and around the downtown area. As a result of developing this plan, it was noted that some of the zoning in the downtown area was not consistent with the master plan's goals and did not match the current future land use of Downtown Mixed Use. For properties with Downtown Mixed Use future land use, the matching zoning designation would be the Central Business District (CBD). In an effort to set the framework for the goals outlined in the plan, staff is requesting a zoning change to CBD for all properties not currently zoned CBD that are contained within the boundary of the Downtown Mixed Use future land use designation. Properties that will be affected by the change currently have one of the following zoning designations: R-3 Residential /Professional, C-1 Light Commercial, C-2 General Commercial, or M-1 Industrial. This change to CBD will allow more permitted uses, zero lot lines, and increased building heights. Staff believes this change is consistent with the intent of the master plan and with the Downtown Mixed Use future land use. One example of where this would be beneficial, as outlined in the master plan, would be the "Lumberyard Redevelopment" area. This property, currently M-1 Industrial, would still have to follow the CBD requirements in Chapter 122, Article III, Division 12 as it redevelops. By matching the zoning and future land use now, future projects can be developed at a more efficient pace.

Staff recommends approval of the rezoning to CBD Central Business District.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
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Page 2

Franklin Forth, 959 W. Desoto St., stated that he has concerns about height of buildings near residential homes. He stated that he wants clarification about parking requirements on West Avenue.

Charles Forth, 939 W. Desoto St., stated that the city has adopted a set of specific goals and objectives that need to be followed. He stated that he has concerns about zero lot lines and parking.

Charlene Forth, 939 W. Desoto St., stated that the Central Business District keeps encroaching on their residence. She stated that she wants wording included to prevent the encroachment.

Mark Ball, 660-680 Eleventh St., asked if his property could be included in the CBD rezoning.

Mr. Kruse stated that the purpose of the CBD rezoning is to match the future land use of Downtown Mixed Use. He stated that the properties included in the CBD rezoning have been advertised with the legal description so the city could not include his property with this rezoning.

Franklin Forth, 959 W. Desoto St., stated that the city should consider wording about the increase in height next to residential areas.

Mr. Kruse stated that the city would have to do a land development code change in order to do that.

Commissioner Solis stated that he would be concerned about building height as well if he lived in the CBD District.

Commissioner Proli stated that she can empathize with the residents in the CBD District. She stated that a parking garage needs to be built in the downtown area.

Commissioner Whitehead stated that the downtown parking has been a concern of hers for many years.

Chairman Jones stated that you can require businesses in the downtown district to provide the same parking as in other areas of the city.

Commissioner Whitehead moved to recommend approval of the CBD rezoning and recommend City Council directs staff to require residents to comply with city code; seconded by Commissioner Proli. The vote was unanimous to recommend approval with added statement.

2. REQUEST FOR REALIGNMENT OF THE CRA

REQUEST: To realign the CRA boundaries to conform with the Comprehensive Plan
APPLICANT: Staff

Received 11/13/15 JF

TO CITY OF CLERMONT
ATTN: JOHN KRUSE

NOV 13 2015

RE: CHODOS PROPERTIES ON WEST AVE
ALT KEY 1615194 & 2788577
IN REGARDS PROPOSED ZONING CHANGES

TO CONCERNED PARTIES,

THIS IS TO NOTIFY YOU THAT I
WISH TO OPT OUT OF PROPOSED ZONING
CHANGES TO MY PROPERTIES (RECORD CARDS ATTACHED)
AT 520 WEST AVE & 550 WEST AVE. THUS
CURRENT ZONING WOULD STAY IN PLACE
(C-1 WITH CUP(S)) PLEASE EMAIL ME AT YOUR
EARLIEST CONVENIENCE TO CONFIRM THAT
NO ZONING CHANGES TO MY PROPERTIES WILL
TAKE PLACE DEC 8th 2015 NOR AT OTHER
TIMES WITHOUT MY WRITTEN CONSENT.

THANK -YOU,



EMAIL: MARK Z DICKS@hotmai.com

PROPERTY RECORD CARD

General Information

Owner Name:	CHODOS MARK S	Alternate Key:	1615194
Mailing Address:	10411 COUNTY ROAD 474 CLERMONT, FL 34714-9610 Update Mailing Address	Parcel Number:	24-22-25-010009400300
		Millage Group and City:	00C1 (Clermont)
		Total Millage Rate:	18.65210
		Trash/Recycling/Water/Info:	My Public Services Map
Property Location:	550 WEST AVE CLERMONT FL 34711 Update Property Location	Property Name:	-- Submit Property Name
		School Locator:	School and Bus Map
Property Description:	CLERMONT, LOT 3, E 93.5 FT OF LOT 4 BLK 94 PB 8 PG 17 ORB 4138 PG 2500		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		12200	SF	\$0.00	\$73,200.00

Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
0001	GARAGE DETACHED (DGF)	576	SF	1986	\$8,785.00

Sales History

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
851 / 1703	9/1/1985	Warranty Deed	Unqualified	Improved	\$6,000.00
1412 / 1842	1/1/1996	Warranty Deed	Multi-Parcel	Improved	\$92,000.00
1554 / 1158	10/15/1997	Certificate of Title	Multi-Parcel	Improved	\$1.00
2481 / 1794	1/6/2004	Warranty Deed	Unqualified	Improved	\$0.00
4138 / 2500	3/20/2012	Warranty Deed	Unqualified	Improved	\$100.00

Values and Estimated Ad Valorem Taxes

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$81,985	\$81,985	\$81,985	5.30510	\$434.94
LAKE COUNTY MSTU AMBULANCE	\$81,985	\$81,985	\$81,985	0.46290	\$37.95
SCHOOL BOARD STATE	\$81,985	\$81,985	\$81,985	5.69700	\$467.07

PROPERTY RECORD CARD

General Information

Owner Name:	CHODOS MARK S	Alternate Key:	2788577
Mailing Address:	10411 COUNTY ROAD 474 CLERMONT, FL 34714-9610 Update Mailing Address	Parcel Number:	24-22-25-010009400500
		Millage Group and City:	00C1 (Clermont)
		Total Millage Rate:	18.65210
		Trash/Recycling/Water/Info:	My Public Services Map
Property Location:	550 WEST AVE CLERMONT FL 34711 Update Property Location	Property Name:	--- Submit Property Name
		School Locator:	School and Bus Map
Property Description:	CLERMONT, E 93.5 FT OF LOTS 5, 6 BLK 94 PB 8 PG 17 ORB 1554 PG 1158		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	RESTAURANTS (2100)	0	0		9400	SF	\$0.00	\$75,200.00

Commercial Building(s)

Building 1

Commercial	Building Value: \$14,561.00						
Summary	Section(s)						
Year Built: 1922	Section No.	Section Type	Wall Height	No. Stories	Ground Floor Area	Basement	Basement Map Finished Color
Total Square Footage: 1896	1	FINISHED LIVING AREA (FLA)	8	1	1292	0%	0%
Full Bathrooms: 0		Interior Finish (21C)			Percent 100.00 %	Sprinkler No	A/C Yes
Half Bathrooms: 0	2	FINISHED LIVING AREA (FLA)	8	1	544	0%	0%
Elevators: 0		Interior Finish (10C)			Percent 100.00 %	Sprinkler No	A/C Yes
Elevator Landings: 0	3	FINISHED LIVING AREA (FLA)	8	1	60	0%	0%
Escalators: 0		Interior Finish (21C)			Percent 100.00 %	Sprinkler No	A/C Yes
Residential Units: 0							
Kitchens: 0							
Fireplaces: 0							
Structure Type: Wood or Steel Open Stud							

LEGAL NOTICE

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

ORDINANCE NO. 2015-80

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; creating an overlay, rezoning the real properties described herein as shown below, providing for severability, an effective date and publication.

LOCATION

Downtown Mixed Use District Boundary

LEGAL DESCRIPTION

Lots 4-6, 14-20 Block 56; Lots 1-20 Block 57; Lots 1-20 Block 73; Lots 9-17, and the West 30' of Lot 18 Block 74; Lots 1-3, 7-18 Block 75; Lots 1-20 Block 76; Lots 1-6, East 31' of Lot 7, All of Lots 8,10,12,14,16,18,20 Block 77; Lots 1-20 Block 79; Lots 1-20 Block 80; Lots 1-20 Block 81; Lots 1-17 Block 82; Lots 1-10 Block 83; Lots 1-16 Block 84; Lots 1-13 Block 90; Lots 1-20 Block 91; All of Block 92; Lots 1-20 Block 93; Lots 1-6 **Block 94 less Lot 3 and the east 93.5' of Lots 4, 5, and 6;** Lots 1-3, North 125' of Lots 4 & 5, All of Lot 10 and the East 125' of Lots 11 & 12 Block 95; Lots 1-6 Block 96; East 100' of Lots 4-6 Block 97; Lots 1, 2 and the North 100' of Lot 6 Block 98; Lots 4-13 Block 114; North 25' of Lots 1 & 2, All of Lots 7-9, 13-19 Block 121

All within the Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida.

Lots 1-19 Block 115; Lots 1 & 2 Block 118; Lots 1-22 Block 119; Lots 1-26 Block 120

All within Johnson's Replat Plat Book 8 Page 71, Public Records of Lake County, Florida.

A portion of Twelfth St being bounded on the North by the Easterly extension of the South line of Lot 6 Block 145 Johnson's Replat Plat Book 8 Page 71, Public Records of Lake County, Florida. Bounded on the South by the Easterly extension of the South line of Lot 6 Block 141 said subdivision. Bounded on the West by the East line of Blocks 141-144 and the East right of way line of Cedar St., Carroll St., Osceola St., and Minneola Ave. said subdivision. Bounded on the East by the West line of Lot 19 Block 115, the West line of Blocks 118-120 and the West right of way line of Lake Shore Dr., Short St., Carroll St., Osceola St., and Minneola Ave. said subdivision and also bounded on the East by the West line of Block 121 Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida.

All of Short St. as shown in Johnson's Replat Plat Book 8 Page 71, Public Records of Lake County, Florida. Bounded on the West by the Southerly extension of Lot 19 Block 115 said subdivision. Bounded on the East by the Easterly extension of Lot 2 Block 118 said

subdivision. Bounded on the North by the Southerly line of Block 115 said subdivision. Bounded on the South by the Northerly boundary of Block 118 said subdivision.

A portion of Lake Shore Dr. as shown in Johnson's Replat Plat Book 8 Page 71, Public Records of Lake County, Florida. Bounded on the West by the Northerly extension of the West line of Lot 19 Block 115 said subdivision. Bounded on the East by the Northwesterly extension of the North line of Lot 18 Block 117 said subdivision. Bounded on the North by the "Marsh" parcels according to Johnson's Replat Plat Book 8 Page 71 and the bounded on the North Easterly extension of the South line of the Westerly "Marsh" parcel said subdivision. Bounded on the South by the Northerly lines of Lot 19 Block 115 and Lot 18 Block 117 said subdivision. Also bounded on the South by the Northerly line of property described in OR Book 1473 Page 2287, Public Records of Lake County, Florida.

A portion of abandoned railroad right of way as shown in Johnson's Replat Plat Book 8 Page 71. Bounded on the West by the South right of way line of Lake Shore Drive. Bounded on the North by the South lines of Lots 8-18 Block 117 said subdivision. Bounded on the East by the Southerly extension of the East line of Lot 8 Block 117 said subdivision. Bounded on the South by the North lines of Lots 8-19 Block 115 Johnson's Replat Plat Book 8 Page 71, Public Records of Lake County, Florida.

A portion of Carroll St. as shown in Johnson's Replat Plat Book 8 Page 71, Public Records of Lake County, Florida. Bounded on the West by the Southerly extension of the West line of Lot 2 Block 118 said subdivision. Bounded on the North by the Southerly extension of the South line of Lot 2 Block 118 and the South line of Lot 2 Block 118 said subdivision. Bounded on the North by the South line of Lots 1-14 Block 115 said subdivision. Bounded on the East by the Western boundary of lands described in OR Book 638 Page 1677, Public Records of Lake County, Florida. Bounded on the South by the North lines of Lots 1, 4-10 Block 119 said subdivision. Also bounded on the South by the Southeasterly extension of the North line of Lot 1 Block 119 said subdivision.

A portion of Osceola St. as shown in Johnson's Replat Plat Book 8 Page 71, Public Records of Lake County, Florida. Bounded on the West by the East right of way line of Twelfth St. said subdivision. Bounded on the North by the South line of Block 119 said subdivision. Bounded on the South by the North line of Block 120 said subdivision. Bounded on the east by the West right of way line of West Lake Dr. as shown in Johnson's Replat Plat Book 8 Page 71, Public Records of Lake County, Florida.

All of West Lake Dr. as shown in Johnson's Replat Plat Book 8 Page 71, Public Records of Lake County, Florida. Bounded on the North by the Southeasterly extension of the North line of Lot 1 Block 119 said subdivision. Bounded on the West by the East right of way line of Osceola St. and the Easterly line of Lots 2, 3 Block 119 & the East line of Block 120 said subdivision. Bounded on the East by the Westerly line of West Lake as shown in Johnson's Replat Plat Book 8 Page 71, Public Records of Lake County, Florida. Bounded on the South by the Easterly extension of the South line of Lot 6 Block 120 said subdivision.

That portion of Eleventh St. as shown in the Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida. Bounded on the North by the South right of way line of Minneola Ave. said subdivision. Bounded on the West by the East line of Lot 14 Block 121 & the North 25' of Lot 1 Block 121 said subdivision. Bounded on the East by the West line of Lot 10 block 114 & the North 25' of Lot 11 Block 114 said subdivision. Bounded on the South by the Easterly extension of the South line of the N25' of Lot 1 Block 121 said subdivision.

Lake Bottom Lands in West Lake in North Half of Government Lot 8, Section 23, Township 22 South, Range 25 East as shown in Johnson's Replat Plat Book 8 Page 71, Public Records of Lake County, Florida. AND Commencing at the intersection of the Northerly right of way line of Minneola Ave. and Easterly right of way line of West Lake Drive; thence Northerly along said East right of way line 270'; thence Easterly parallel with aforesaid north right of way line of Minneola Ave. to the East boundary line of Government Lot 8, Section 23, Township 22 South, Range 25 East; thence Southerly along said East boundary to the North right of way line of Minneola Ave; thence Westerly along said North right of way line to the Point of Beginning.

A portion of Minneola Ave. as shown in the Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida. Bounded on the West by the Southerly extension of the East line of Lot 6 Block 142 said subdivision. Bounded on the East by the Southerly extension of the East line of Lot 2 Block 79 said subdivision. Bounded on the South by the North line of Blocks 80, 92, 95, 114 and 121 and the Easterly extension of the North line of Lot 4 Block 114 said subdivision. Bounded on the North by South line of Blocks 79, 93, 94, 115 and 120 and the Easterly extension of Lot 6 Block 120 said subdivision.

A portion of West Ave. as shown in the Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida. Bounded on the South by the Northerly right of way line of State Road 50. Bounded on the West by the East line of Blocks 94, 95, 96, 97, 98 and 99 and the Southeasterly extension of the Easterly line of Lot 5 Block 98 of said subdivision. Bounded on the East by the West line of Blocks 89A, 90, 91, 92 and 93 and the Western boundary of Center Lake said subdivision. Bounded on the North by the South line of Alternate key #1616883 described as: Clermont Block bounded on the East by East line of West Ave extended, on West by West line of West Ave extended, North by Lake Minneola, on South by ACLRR PB 8 PGS 17-23.

A portion of Eighth St. as shown in the Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida. Bounded on the North by the North right of way line of Osceola St. said subdivision. Bounded on the West by the East line of Blocks 89A, 90, 91, 92, and 93 and the Eastern boundary of Center Lake said subdivision. Bounded on the South by the northerly right of way line of State Road 50. Bounded on the East by the West line of Blocks 79, 80, 81, 82, 83 and 84 said subdivision.

A portion of Seventh St. as shown in the Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida. Bounded on the West by the East line of Blocks 79, 80, 81, 82, 83 and 84 said subdivision. Bounded on the South by the Northerly right of way line of State Road 50. Bounded on the east by the West boundary of

Blocks 73, 74, 75, 76, 77 and 78 said subdivision. Bounded on the North by the Northerly right of way of Osceola St. said subdivision.

A portion of Lake Ave. as shown in the Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida. Bounded on the West by the East boundary of Block 76 and Lots 2, 4, and 6 Block 77 said subdivision. Bounded on the South by the Easterly extension of the South line of Lot 6 Block 76 said subdivision. Bounded on the East by the West boundary of Lot 4, 5 and 6 Block 56 and Block 57 said subdivision. Bounded on the North by the Easterly extension of the North line of Lot 2 Block 77 said subdivision.

A portion of Fifth St. as shown in the Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida. Bounded on the West by the East boundary of Lot 14 Block 56 and Block 57 said subdivision. Bounded on the South by the Easterly extension of the South line of Lot 14 Block 57 said subdivision. Bounded on the East by the West boundary of Block 48 and Lot 20 Block 49 said subdivision. Bounded on the North by the Easterly extension of the North line of Lot 14 Block 56 said subdivision.

A portion of Montrose St. as shown in the Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida. Bounded on the West by the Southerly extension of the West line of the West 125' of Lot 12 Block 95 said subdivision. Bounded on the North by the Southern boundary of Blocks 56, 77, 80, 92 and Lot 12 Block 95 said subdivision. Bounded on the South by the North line of Blocks 57, 76, 81, 91 and Lot 1 Block 98 said subdivision. Bounded on the East by the Southerly extension of the East line of Lot 14 Block 56 said subdivision.

A portion of Desoto St. as shown in the Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida. Bounded on the North by the Southern boundary of Blocks 57, 76, 81, 91 and Lot 6 Block 96 said subdivision. Bounded on the West by the Southerly extension of the West line of Lot 6 Block 96 said subdivision. Bounded on the South by the North line of Blocks 58, 75, 82, 90 and Lot 1 Block 97 said subdivision. Bounded on the East by the Southerly extension of the East line of Lot 14 Block 57 said subdivision.

A portion of Juniata St. as shown in the Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida. Bounded on the West by the Southerly extension of the West line of the East 100' of Lot 6 Block 97 said subdivision. Bounded on the South by the North line of the East 100' of Lot 1 Block 98, the Northern boundary of Center Lake and the North lines of Lots 9-13 Block 74 and the North lines of Lots 1, 3, 5, 7 and 9 Block 83 said subdivision. Bounded on the East by the Southerly extension of the East line of Lot 18 Block 75 said subdivision. Bounded on the North by the Southern boundary of Lots 14-18 Block 75, Block 82, 90 and the East 100' of Lot 6 Block 97 said subdivision.

A portion of Broome St. as shown in the Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida. Bounded on the West by the Southwesterly extension of the West line of Lot 10 Block 83 said subdivision. Bounded on the

North by the Southerly boundary of Blocks 74 and 83 said subdivision and the Southern boundary of Hidden Oaks Condominiums as recorded in ORB 1820 PG 1453, Public Records of Lake County, Florida. Bounded on the East by the Northerly extension of the East line of Lot 1 Block 73 as shown in the Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida. Bounded on the South by the Northerly boundary of Blocks 73 and 84 said subdivision.

A portion of Osceola St. as shown in the Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida. Bounded on the West by the Northerly extension of the West line of Lot 19 Block 93 said subdivision. Bounded on the South by the Northerly line of Blocks 79, 93 said subdivision. Bounded on the East by the Northerly extension of the East line of Lot 1 Block 79 said subdivision. Bounded on the North by the South line of an unnumbered Block located North of Block 79 said subdivision. Also bounded on the North by the South right of way of the Railroad said subdivision.

A portion of West Lake and an unnumbered block as shown in the Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida. Bounded on the West by the West line of Section 24-22S-25E. Bounded on the South by the Northerly right of way line of Minneola Ave. said subdivision. Bounded on the East by Lots 1-6 Block 94 said subdivision and by the Northerly extension of the East line of Lot 1 Block 94 said subdivision. Bounded on the North by the South railroad right of way line said subdivision. Less Lots 1-6 Block 94 said subdivision.

A portion of an unnumbered Block as shown in the Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida. Bounded on the West by the Northerly extension of the West line of Block 93 said subdivision. Bounded on the South by the North line of Block 93 said subdivision. Bounded on the East by the Northerly extension of the East line of Block 93 said subdivision. Bounded on the North by Lake Minneola.

A portion of Seventh St. as shown in the Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida. Bounded on the North by the South line of abandoned railroad right of way said subdivision. Bounded on the West by the East line of an unnumbered Block located North of Block 79 said subdivision. Bounded on the East by the West line of an unnumbered block located North of Block 78 said subdivision. Bounded on the South by the North right of way line of Osceola St. said subdivision.

**FROM M-1 Industrial, R-3 Residential/Professional,
C-1 Light Commercial, and C-2 General Commercial
TO Central Business District**

This request will be considered by the Planning & Zoning Commission on Tuesday, November 3, 2015 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, December 8, 2015 at 6:30 p.m. for final enactment.

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

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

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

Tracy Ackroyd, MMC

City Clerk

Daily Commercial

October 27, 2015 and November 24, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 8, 2015		
Agenda Item Name		
Variance Request Arby's		
Requested Action		
Move to deny the variance request.		
Staff Report		
The applicant; Arby's, is proposing a new restaurant on an acre out-parcel at the Clermont Landing shopping center. The City Council previously granted the applicant approval for two variances to the Land Development Code (LDC) at its November 10, 2015 meeting. A third request; for a retaining wall height variance, was proposed by the applicant at that hearing but could not be considered by the City Council because it had not been advertised. The applicant has indicated that the subject parcel has many disadvantages that make the site a challenge to develop. Existing retaining walls on three of the four sides and the irregular shape of the lot are a few challenges the applicant is dealing with. The Engineer for the project has proposed that an increase in the existing retaining wall height would mitigate some of the challenges in developing the site. Therefore, the applicant is requesting a variance to allow for an increase in the existing retaining wall up to a height of 12 feet other than 6 feet, as required by the Land Development Code, 122-343. Staff acknowledges that this site presents some unusual development challenges. However, staff cannot support this request since Section 86-174 of the Land Development Code requires a positive finding on eight criteria in order to grant a variance, and staff believes that two of the eight do not meet these findings.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Review Criteria	Arbys Review Criteria and Finding Retaining Wall.docx
2.	Location Map	Location Map.pdf
3.	Application/Site Plan	Variance-Application-Retaining Wall Arbys-2015-11-17 printed as submitted to city.pdf
4.	Legal ad	VAR Legal AD Retaining Wall.docx

Arby's Variance – Retaining Wall

The requirements for a variance are as follows:

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

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

FINDINGS:

- (1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;
Applicant response: *The property is a uniquely shaped out-parcel of a larger development with frontage along US 27. The grades on the site are extreme, changing for 117 to 104. To allow for drainage and acceptable slopes on pavement and grassed areas, a higher retaining wall is needed.*

Staff comments: *This parcel does have circumstances existing which are peculiar to the land. These are (1) the existing retaining walls on 3 sides of the property, north, west, and south, and (2) possible useable area along the north property line is inaccessible and severely sloped. These circumstances are usually not present in other similarly sized parcels in the same zoning district and the applicant desires to increase the retaining wall height on the north side of the property in order to address these issues.*

Positive finding

- (2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;
Applicant response: *The conditions mentioned above existed prior to the applicant's interest in this property.*

Staff comments: *Staff agrees that the applicant did not create the conditions giving rise to the requested variance request. However, the applicant does have an interest in the property and could have selected another site that would not need a variance.*

Negative finding

- (3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;
Applicant response: *Enforcement of the land development code requirement would limit the usability of the lot in such a way that would prevent development of this property that do not exist on similar lots and adjacent properties in the area.*

Staff comments: *With the existing conditions in place that are presenting challenges in developing the site, the applicant would be faced with undue hardship to develop the lot according to the land development code, even if it was feasible. However, the applicant may choose another parcel that does not present these challenges.*

Negative finding

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

Applicant response: The applicant's request is not based on cost, but rather on the limiting effect the existing nature of the site and adherence to the code would place on the useable area of the property.

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

Positive finding

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

Applicant response: Yes, all efforts have been exhausted in order to conform to the minimum requirements of the land development code.

Staff comments: The applicant is attempting to maximize the potential use of the site by requesting this additional variance, increased retaining wall height.

Positive finding

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

Applicant response: The granting of this variance would not be considered a special privilege but rather an adjustment based on the unique characteristics and hardships of this particular property that may not exist on other lands in the same zoning district.

Staff comments: The City Council has granted similar a variance request in the past for increased retaining wall height.

Positive finding

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

Applicant response: No, the proposed variance will in no way negatively affect surrounding properties.

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

Positive finding

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

Applicant response: The variances requested will be in congruence with the intent of the Land Development Code.

Staff comments: Staff believes that granting the variance will be in harmony with the general intent and purpose of the land development code and not be injurious to the surrounding properties or detrimental to the public welfare. Increasing the height of an existing retaining wall to accommodate construction of the site and provide proper drainage is necessary for site development.

Positive finding

STAFF RECOMMENDATION:

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

Location Map
Arby's



Outlined area:
Subject Parcel

Clermont Landing

TEXAS ROADHOUSE



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: \$200.⁰⁰

City of Clermont

Development Services Department

685 W. Montrose St.

P.O. Box 120219

Clermont, FL. 34712-021 9

(352) 394-4083 Fax: (352) 394-3542



CITY OF CLERMONT
VARIANCE
Application

DATE: Nov 16, 2015

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): Arby's Restaurant

APPLICANT: CPWG, Inc.

CONTACT PERSON: Jeff Earhart

Address: 1318 Bowman Street

City: Clermont State: Florida Zip: 34711

Phone: 407-267-8905 Fax: _____

E-Mail: jeff.earhart@cpwgengineering.com

OWNER: Weingarten I-4 Clermont Landing, LLC

Address: PO Box 924133

City: Houston City State: TX Zip: 77292-4133

Phone: 404-909-4716 Fax: MJohnson@arbys.com

Address of Subject Property: 2255 US HIGHWAY 27, CLERMONT FL 34711

General Location: The property is an outparcel located in front of JCPenny/just north of Road House. The outparcel is on US 27 1/4 mile north of Steve's Rd on the NE corner of North entry

Legal Description (include copy of survey): Lot 1 of Clermont Crossing at Lost Lake. Plat Book 64, Page 50

Land Use (City verification required): Commercial

Zoning (City verification required): PUD



CITY OF CLERMONT

VARIANCE

Application

Page 2

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

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:
Article V – Supplementary District Regulations, Sec. 122-343 Fences and walls

What are you proposing to do that would require a variance and why? Please see attached
applicant statement.

How does the Code create a hardship? Please see attached applicant statement.

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

Variance requested – subject and code section: Article V – Supplementary District Regulations,
Sec. 122-343 Fences and walls

Sec. 86-174. Review criteria and findings.

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

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

The property is a uniquely shaped out-parcel of a larger development with frontage along
US 27. The grades on the site are extreme, changing for 117 to 104. To allow for drainage
and acceptable slopes on pavement and grassed areas a higher retaining wall is needed.

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

The conditions mentioned above existed prior to the applicant's interest in this property



CITY OF CLERMONT

VARIANCE

Application

Page 3

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

Enforcement of the land development code requirement would limit the usability of the lot in such a way that would prevent development of this property that do not exist on similar lots and adjacent properties in the area

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

The applicant's request is not based on cost, but rather on the limiting effect the existing nature of the site and adherence to the code would place on the usable area of the property.

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

Yes, all efforts have been exhausted in order to conform to the minimum requirements of the land development code.

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

The granting of this variance would not be considered a special privilege but rather an adjustment based on the unique characteristics and hardships of this particular property that may not exist on other lands in the same zoning district.

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

No, the proposed variance will in no way negatively affect surrounding properties.



CITY OF CLERMONT
VARIANCE
Application
Page 4

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

The variance requested will be in congruence with the intent of the land development code.

Merrill S. Johnson
Applicant Name (print)

X [Signature]
Applicant Name (signature)

7 Jeff Earhart
Owner Name (print)

X [Signature]
Owner Name (signature)

***** NOTICE *****

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

City of Clermont
Development Services Department.
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-0219
(352) 394-4083 Fax: (352) 394-3542

Proof of Ownership and Legal Description

Property Record Card

General Information

Owner Name:	WEINGARTEN I-4 CLERMONT LANDING LLC	Alternate Key:	3879623
Mailing Address:	PO BOX 924133 HOUSTON, TX 77292-4133 Update Mailing Address ⓘ	Parcel Number:	29-22-26- 100000000100
		Millage Group and City:	000C (Clermont)
		Total Millage Rate:	19.09600
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	2255 US HIGHWAY 27 CLERMONT FL 34711 Update Property Location ⓘ	Property Name:	-- Submit Property Name ⓘ
		School Locator:	School and Bus Map ⓘ
Property Description:	CLERMONT, CLERMONT LANDING SUB LOT 1 PB 64 PG 50-54		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		49658	SF	\$0.00	\$645,554.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

There is no sales history information to display.

Values and Estimated Ad Valorem Taxes ⓘ

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$645,554	\$645,554	\$645,554	5.30510	\$3,424.73
LAKE COUNTY MSTU AMBULANCE	\$645,554	\$645,554	\$645,554	0.46290	\$298.83
SCHOOL BOARD STATE	\$645,554	\$645,554	\$645,554	4.94900	\$3,194.85
SCHOOL BOARD LOCAL	\$645,554	\$645,554	\$645,554	2.24800	\$1,451.21
CITY OF CLERMONT	\$645,554	\$645,554	\$645,554	4.65000	\$3,001.83
ST JOHNS RIVER FL WATER MGMT DIST	\$645,554	\$645,554	\$645,554	0.30230	\$195.15
LAKE COUNTY VOTED DEBT SERVICE	\$645,554	\$645,554	\$645,554	0.16000	\$103.29
LAKE COUNTY WATER AUTHORITY	\$645,554	\$645,554	\$645,554	0.25540	\$164.87
SOUTH LAKE HOSPITAL DIST	\$645,554	\$645,554	\$645,554	0.76330	\$492.75
				Total:	Total:
				19.096	\$12,327.51

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

First Homestead Exemption (up to \$25,000)	Learn More	View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓘ	Learn More	View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More	View the Law
Widow / Widower Exemption (up to \$500)	Learn More	View the Law
Blind Exemption (up to \$500)	Learn More	View the Law
Disability Exemption (up to \$500)	Learn More	View the Law
Total Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Disability Exemption (\$5000)	Learn More	View the Law
Veteran's Total Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More	View the Law
Deployed Servicemember Exemption (amount varies)	Learn More	View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More	View the Law
Conservation Exemption (amount varies)	Learn More	View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More	View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More	View the Law
Government Exemption (amount varies)	Learn More	View the Law

Exemption Savings ⓘ

The exemptions marked with a ✓ above are providing a tax dollar savings of:
\$0.00

Assessment Reduction Information (3% cap, 10% cap, Agricultural, Portability, etc.)

This property is benefitting from the following assessment reductions with a checkmark ✓

Save Our Homes Assessment Limitation (3% assessed value cap)	Learn More	View the Law
Save Our Homes Assessment Transfer (Portability)	Learn More	View the Law

Non-Homestead Assessment Limitation (10% assessed value cap)	<u>Learn More</u>	<u>View the Law</u>
Conservation Classification Assessment Limitation	<u>Learn More</u>	<u>View the Law</u>
Agricultural Classification	<u>Learn More</u>	<u>View the Law</u>

Assessment Reduction Savings

The assessment reductions marked with a  above are providing a tax dollar savings of: **\$0.00**

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Property data last updated on 23 August 2015.

Plot Plan



Variance 1 -
Retaining Wall
Height

Variance 1 -
Retaining Wall
Height

JEFF EARHART P.E.
FL. PE. NO. 49935

ZONING: PUD (C-2)
BUILDING SETBACKS:
FRONT(US. 27): 50'
SIDE/REAR: 5'

 CONCRETE PAVEMENT

 ASPHALT PAVEMENT

CLERMONT LANDING
ARBY'S
CLERMONT, FLORIDA

PROJECT NO. _____



Sheet

C3.0

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Written Justifications

APPLICANT STATEMENT

Variance Request #1

We are requesting relief from the strict adherence to the retaining wall height requirements for the site as specified in Article V – Supplementary District Regulations, Sec. 122-343 Fences and walls.

Code Reference

Article V – Supplementary District Regulations, Sec. 122-343 Fences and walls.

Request

1. The applicant is requesting a variance from the maximum height requirement of 6-ft to a height of 12-ft.

Hardship Summary

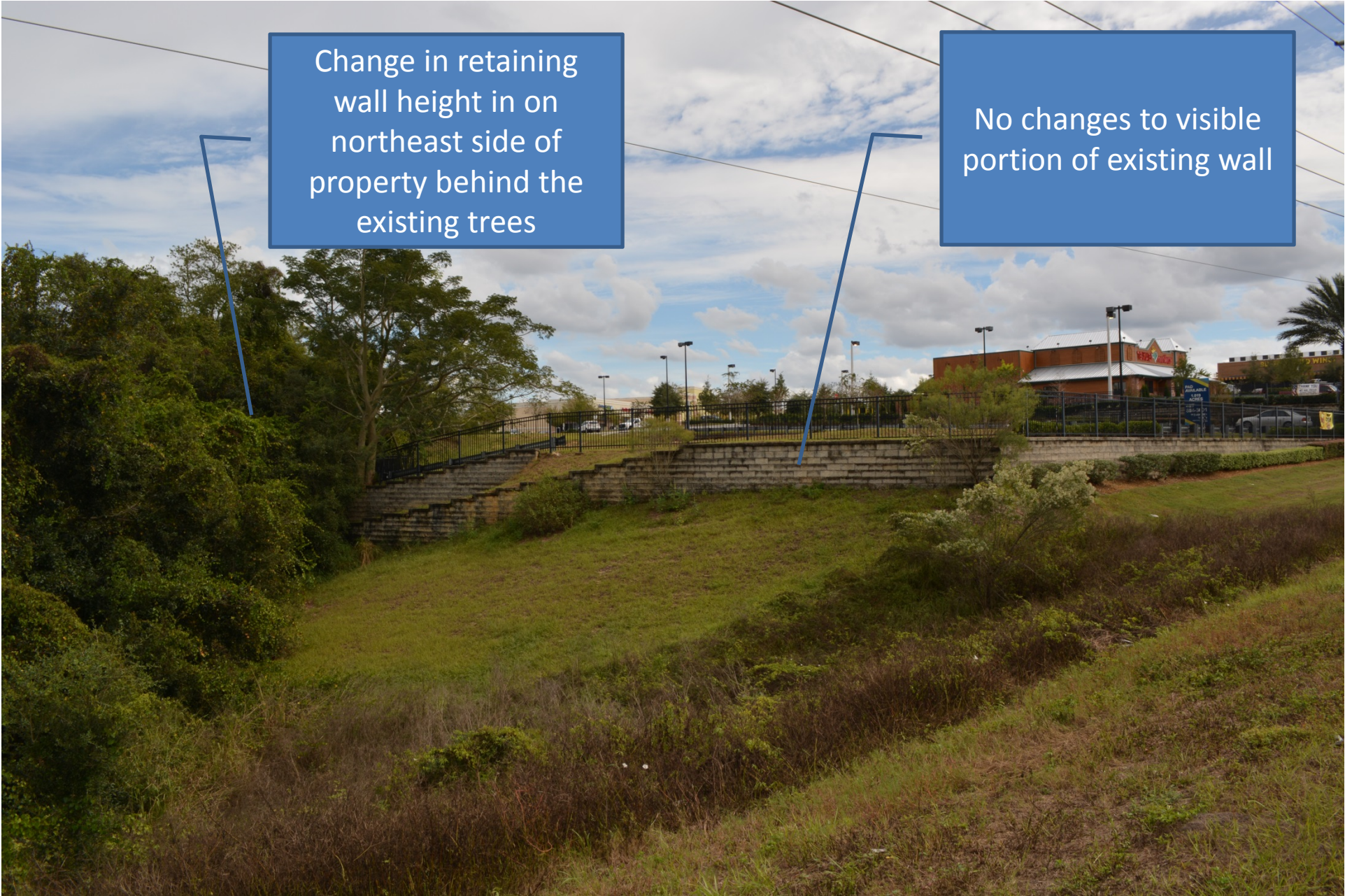
The applicant's subject property is at a disadvantage due to the unique shape of the property and the existing retaining walls on the west, north and south property lines. The grades on the site are extreme, changing for 117 to 104. To allow for drainage and acceptable slopes on pavement and grassed areas a higher retaining wall is needed.

Variance 1 -
Retaining Wall Max
Height of 12-ft - on
retaining wall
fronting forested
area and DOT pond



feet |—————| 200





Change in retaining
wall height in on
northeast side of
property behind the
existing trees

No changes to visible
portion of existing wall



Variance 1
Maximum height of Retaining
Walls to be 12-ft

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variance: (1) to allow for a retaining wall up to 12 feet in height rather than 6 feet in height as required by the Land Development Code, Section 122-343 – Fences and walls, at the following location:

LOCATION

Vacant property (Alt. Key 3879623)
¼ mile north of Steves Road and US Hwy 27 intersection
East of US Hwy 27

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

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

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

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
December 1, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, December 8, 2015	
Agenda Item Name	
Variance Request <i>Advanced Watershapes</i>	
Requested Action	
Move to deny the variance request.	
Staff Report	
The applicant is requesting five variances to the Land Development Code (LDC) in order to construct an office building on a vacant, undeveloped parcel. The parcel is located on the south side of Highway 50 and west of Second Street. The parcel measures approximately 100 feet by 100 feet, and according to the applicant, this poses issues with developing an office building on site. The first variance request is for a reduction of parking spaces on site. Per City Code, one parking stall is required for every 200 square feet of office space. The 1,400-square-foot office building requires seven parking spaces. With the included area of "no parking" for emergency vehicle access and turn around, the applicant only has room for six parking stalls. The second variance request is for a structure setback of less than 12 feet adjacent to a side property line. The proposed office will have a screened, outdoor display area for a pool. This structure is located five feet into the side-yard setback, leaving a seven-foot side-yard setback. The third variance request is for a rear-yard setback of less than 25 feet. The rear of the display area structure and office building extend into the rear-yard setback nine and 13 feet. This leaves a minimum rear-yard setback of 12 feet. The fourth variance is for a right-of-way landscape buffer of less than 20 feet. In order to accommodate a useable parking lot, the applicant is left with a minimal right-of-way buffer width of five feet. The fifth variance is for a side landscape buffer of less than 10 feet. Because of the display area extending into the side-yard setback on the western buffer, this causes a restriction of the landscape buffer down to seven feet in this area. Section 86-174 of the Land Development Code requires a positive finding on eight criteria in order to grant a variance, and staff believes that three of the eight do not meet these findings. Therefore, staff recommends denial of the five variances.	
Additional Analysis	
Fiscal Impact Summary	

Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Review Criteria	Findings.doc	
2. Location Map	Location Map.doc	
3. Site Plan	Site plan.pdf	
4. Application	Application.pdf	
5. Legal ad	VAR Legal AD.docx	

Exhibit 2

The requirements for a variance are as follows:

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

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

FINDINGS:

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

Applicant response: *The wider Hwy.50 took from the lot giving necessary setback adjustments*

Staff comments: *Staff does not believe special conditions exist, the parcel is too small for the proposed building.*

Negative finding

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

Applicant response:

Staff comments: *The applicant is proposing the development that requires these variances.*

Negative finding

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

Applicant response: *Lot would be unbuildable and remain an eyesore overgrown and unsightly.*

Staff comments: *Based on individual circumstances...similar variances have been approved by city council in the past.*

Positive finding

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

Applicant response: *To remain historic area of Clermont.*

Staff comments: The applicant would have additional costs associated with this variance request.

Positive finding

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

Applicant response: Giving proper parking for usage of parcel.

Staff comments: Based on the submitted plan, the variance would be the minimum necessary.

Positive finding

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

Applicant response: Will allow the same usage as commonly allowed for years on highway 50.

Staff comments: Based on individual circumstances...similar variances have been approved by city council in the past.

Positive finding

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

Applicant response: It will allow cleanup of a unsightly parcel increasing the high standards of the city.

Staff comments: Staff does not feel the variance request will diminish the property value or alter the character of the site itself.

Positive finding

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

Applicant response:

Staff comments: While the variance request may not be injurious to the surrounding properties, staff feels there is an excessive amount of variances requested for the site.

Negative finding

STAFF RECOMMENDATION for the Variances:

Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that all three of the eight do not meet these findings. Therefore, staff recommends denial of this variance request.

Exhibit 1

DEVELOPMENT NAME: Advanced Water Shapes
Location Map:





STATE ROAD 50

North line of original lots

back of curb 147.37

curb & gutter

back of curb 148.82

back of curb 149.76

back of curb 152.47

LOT 19

LOT 13

LOT 14

LOT 20

LOT 18

LOT 16

LOT 15

LOT 17

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

LOT 6

LOT 7

PROPOSED 24' X 58' OFFICE 1,392 SF

POOL AREA DISPLAY

5' SIDEWALK

PROPOSED RETAINING WALL MAX HEIGHT EQUAL OR LESS THAN 6 FEET

Underground Retaining Wall

Sign light

25' front

149

150

151

152

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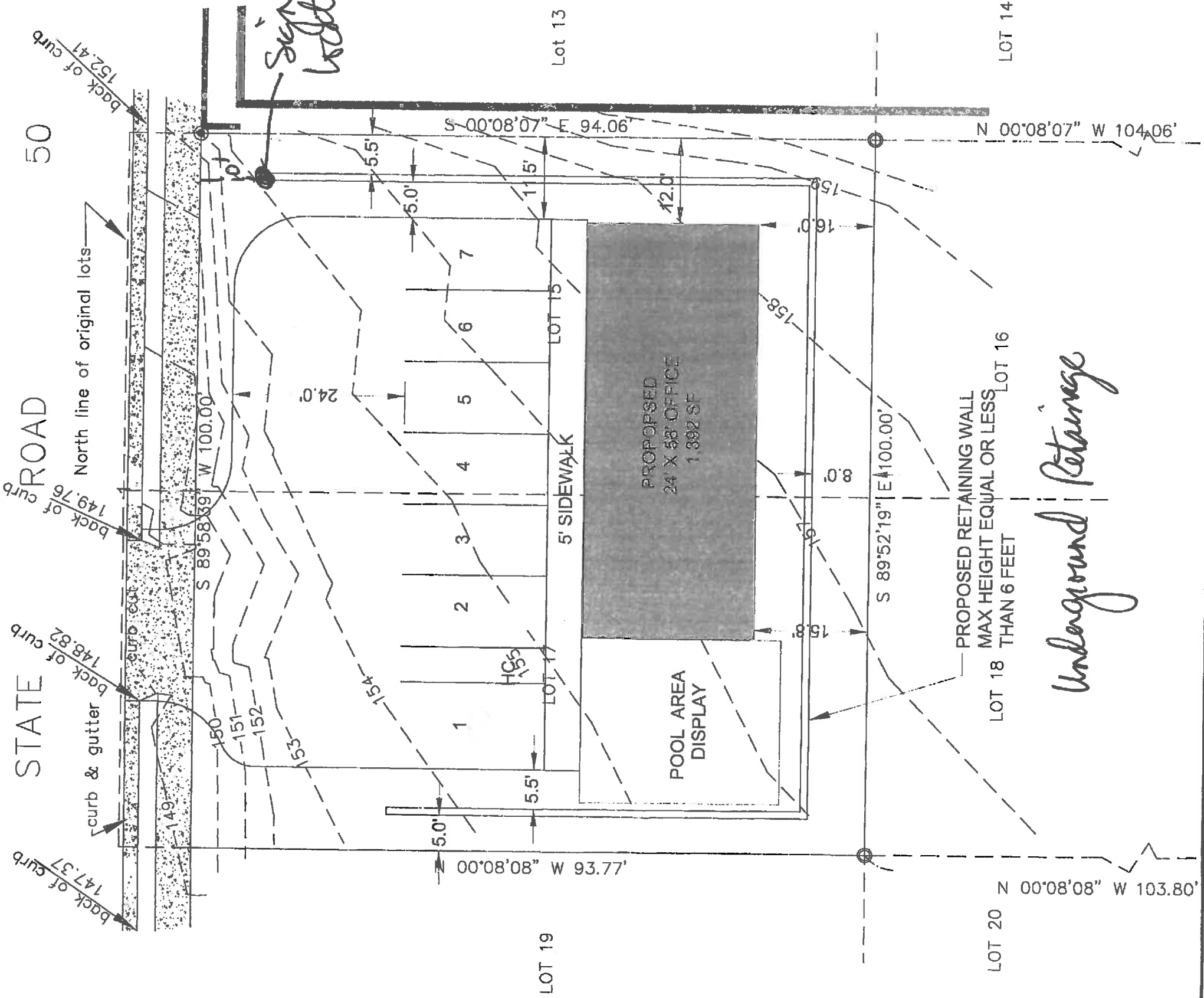
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**MONTER VERDE
ENGINEERING, INC.**
P.O. BOX 560116 MONTER VERDE, FL 34756 - PHONE 407-469-4829

TITLE:	DRAFT SITE PLAN	
SCALE:	1"=20'	DATE: 10/9/15
FILE:	1526	FIGURE: EXHIBIT

AK #1611547



LOTS 14 & 15
CLERMONT PB 8 PG
17-23
ADVANCED
WATERSHAPES

MONTVERDE
ENGINEERING INC.
P.O. BOX 580116 MONTVERDE, FL 34758 - PHONE 407-469-4829

TITLE: DRAFT SITE PLAN	
SCALE: 1"=20'	DATE: 10/9/15
FILE: 1526	FIGURE: EXHIBIT



CITY OF CLERMONT
VARIANCE
Application

DATE: November 30, 2015

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): ADVANCED WATERSHAPES

APPLICANT: JOHN WETZEL FOR DONALD FREEMAN

CONTACT PERSON: JOHN WETZEL

Address: 17648 COUNTY ROAD 455

City: MONTVERDE State: FL Zip: 34756

Phone: 352-394-2216 Fax: 352-432-5999

E-Mail: _____

OWNER: Donald E. Freeman

Address: 60 Lyman Road

City: West Hartford State: CT Zip: 06117

Phone: 860-638-9780 Fax: 860-249-5163

Address of Subject Property: CLERMONT LOTS 14 + 15 BLK 17

General Location: ACROSS FROM AUTO ZONE + ADJACENT
TO MEDICAL ARTS BLDG

Legal Description (include copy of survey): 24. 22. 26- 61000 1701500

Land Use (City verification required): _____

Zoning (City verification required): _____



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:

REAR SETBACK, 1 PARKING SPOT TURNED TO
FIRE ONLY SPOT, FRONT SETBACK FOR LANDSCAPE
TO PREVIOUS APPROVED DISTANCE. BUILD ON

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

CITY LOT 14+15 THAT WOULD OTHERWISE
BE UNBUILDABLE UNDER CURRENT SETBACKS

How does the Code create a hardship?

LOT IS UNBUILDABLE WITHOUT
CHANGE OR RELIEF, PARKING WOULD BE UNABLE
TO ACCOMADATE ANY STRUCTURE.

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

Variance requested – subject and code section:

1 parking spot to be No parking
for Fire truck, Landscape Buffer + Rear Set back

Sec. 86-174. Review criteria and findings.

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

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

THE WIDER HWY 50 TOOK FROM
THE LOT GIVING NESSESARY SETBACK
ADJUSTMENTS

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

Seeking Setbacks of Similar buildings approved
prior to Change in Zoning.



CITY OF CLERMONT

VARIANCE

Application

Page 3

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

LOT WOULD BE
UNBUILDABLE + REMAIN A EYESORE
OVER GROWN + UNSITELY

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

TO REMAIN IN HISTORIC AREA
OF CLERMONT, TO RECTIFY A CURRENT
PROBLEM LOT

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

GIVING PROPER PARKING FOR
USAGE OF PARCEL AS REQUIRED FOR
SQUARE FOOTAGE OF BUILDING

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

WILL ALLOW THE SAME USAGE
AS COMMONLY ALLOWED FOR YEARS
ON HIGHWAY 50

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

IT WILL ALLOW CLEANUP OF
A UNSITELY PARCEL INCREASING
THE HIGH STANDARDS OF THE CITY



CITY OF CLERMONT
VARIANCE
Application
Page 4

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

Will Rectify Problem Parcel + Develop
As City Required Code Compliant Parcel

JOHN CWetzel

Applicant Name (print)

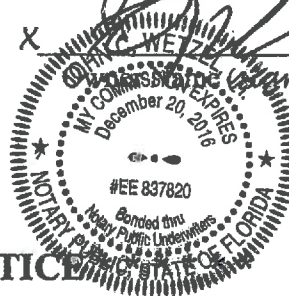
X [Signature]
Applicant Name (signature)

DONALD E. Freeman

Owner Name (print)

[Signature]

X [Signature]
Owner Name (signature)



***** NOTICE *****

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

City of Clermont

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

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variance: (1) to allow less than one parking space per 200 square feet of retail space as required by Section 98-14 of the Land Development Code, 2) To allow a side setback of less than 12 feet as required by Section 122-206 of the LDC; 3) To allow a rear setback of less than 25 feet as required by Section 122-206 of the LDC; 4) To allow for a right-of-way landscape buffer of less than 20 feet as required by Section 118-37 (14) of the LDC; 5) To allow for a side landscape buffer of less than 10 feet as required by Section 118-37 (14) of the LDC at the following location:

LOCATION

Vacant property (Alt. Key 1611547)
South of Highway 50, west of medical office
across from Autozone

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

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

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

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
December 1, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 8, 2015		
Agenda Item Name		
Variance Request <i>Rorabaugh</i>		
Requested Action		
Motion to deny variance requests.		
Staff Report		
The owner is requesting two variances to the Land Development Code (LDC) in order to construct a garage behind an existing home located at 297 West Osceola Street. The home was constructed on the lot in 1915. The lot is a corner lot that fronts West Osceola Street and has the side property line along Third Street. The lot is 50-feet wide by 150-feet deep. The owner wishes to move an existing shed behind the home and place it farther back on the property, approximately 7 1/2 feet from the rear property line. The proposed garage is 24-feet wide by 26-feet deep and will be accessed from Third Street. The property is zoned R-2, which has a 25-foot side property line setback from the road and a 25-foot rear setback. With the lot being 50-feet wide, the side setback of 25 feet and interior side setback of 7 1/2 feet, this will leave a building envelope of 17 1/2 feet for the garage, which is not feasible. The shed will need to be moved in order for the garage to be placed, which creates encroachment into the 25-foot rear setback. The owner is requesting a variance to allow placement of the garage 7 1/2 feet from the street side property line, along with the shed, and a 7 1/2 feet rear property line setback. This is a variance request to Section 122-146 Yards, which requires a side setback from the street to be 25 feet and a rear setback of 25 feet. Staff has calculated the Impervious Surface Ratio (ISR) for the lot and with the proposed additions, the ISR is still well below the 55 percent ISR for the overall lot. Staff acknowledges that this site is a narrow corner lot that presents challenges in placing the garage and moving the shed. However, staff cannot support this request since Section 86-174 of the Land Development Code requires a positive finding on eight criteria in order to grant a variance, and staff believes that one of the eight do not meet these findings. Therefore, staff recommends denial of the two variances.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		

1.	Review criteria and findings	Rorabaugh Review Criteria and Finding.docx
2.	Map	Rorabaugh Exhibits.pdf
3.	Site Plan	Site plan.pdf
4.	Application	Application.pdf
5.	Legal ad	VAR Legal AD Rorabaugh.docx

Rorabaugh Variance

The requirements for a variance are as follows:

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

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

FINDINGS:

- (1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;
Applicant response: Small corner lot with side and front lines facing a street make the lot very difficult to add additional structures. Home was built in 1915 and shed was placed in 1991.

Staff comments: This parcel, since it is a corner lot and the dimensions are 50 feet wide and 150 feet deep, it does present a challenge to add additional structures to the property. These circumstances are usually not present in other similarly sized parcels in the same zoning district that are not located on a corner.

Positive finding

- (2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;
Applicant response: The property has been owned by the original family since 1915. House and shed were placed within code during those times.

Staff comments: This variance request was a result of the applicant wanting to add a garage to the property. The applicant does have an interest in the property.

Negative finding

- (3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;
Applicant response: The property can accommodate the proposed garage and relocation of shed and still be under the impervious surface ratio for the lot.

Staff comments: Since the lot is located at a corner intersection, it has placed an undue hardship to develop the site with the current setback requirements from the street.

Positive finding

- (4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded;
Applicant response: Adding the garage and relocating the shed will not reduce the cost of developing the site.

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

Positive finding

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

Applicant response: *The placement of the garage off of the side street is the logical location to have access to the garage. The variance would be needed since it is a corner lot.*

Staff comments: *The applicant's request for the variance seems to be the minimum variance necessary to make the reasonable use of the land.*

Positive finding

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

Applicant response: *No*

Staff comments: *The City Council has granted similar variance requests in the past for side and rear setbacks that are being sought by the applicant.*

Positive finding

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

Applicant response: *The addition of the garage will increase the property value and not alter the character of the area.*

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

Positive finding

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

Applicant response: *The addition of the garage, which will be constructed to blend with the existing home, will be in harmony with the area. The existing shed will be relocated and is not currently a problem.*

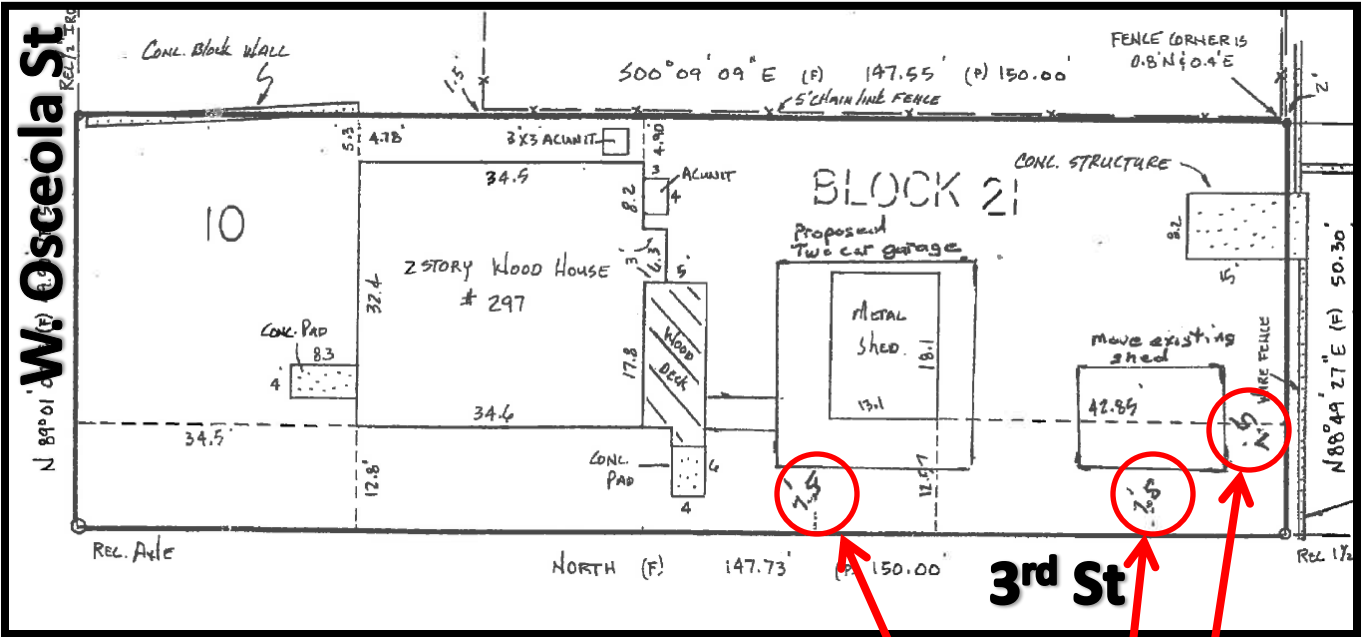
Staff comments: *Staff feels that granting the variances will be in harmony with the general intent and purpose of the land development code.*

Positive finding

STAFF RECOMMENDATION:

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

Rorabaugh Variance



Requested setback dimensions

MAP OF BOUNDARY SURVEY

LEGAL DESCRIPTION

Lot Ten (10), Block Twenty-one (21), according to the Official Map of the City of Clermont, duly filed on 2/4/26 and recorded in Plat Book 8, Pages 17-23 inclusive, of the Public Records of Lake County, Florida.

Subject to all right of ways, easements and restrictions of record.

SURVEYORS NOTES:

1. Bearings are based on the south property line being $N88^{\circ}49'27''E$ Assumed.
2. No Underground Utilities or Improvements and No Aboveground Utilities are shown on this survey.
3. Ownership of fences shown hereon (if any) are not known.
4. This Survey is not Valid unless Signed and Sealed by the Undersigned Surveyor.
5. This Survey was made without benefit of abstract of Title. There maybe other Easements or Restrictions other than shown.
6. Legal descriptions to abutting Properties were not provided and are not shown.

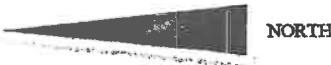
FLOOD CERTIFICATION:

According to County's National Flood Insurance Rate Map #12069C0570E
This Property Lies in Flood Zone "X".

Legend:

- RC = Iron Rod & Cap
- RW = Right-of-Way
- Δ = Delta
- R = Radius
- L = Length
- PC = Point of Curvature
- PT = Point of Tangent
- = REC 5/8" R/C LB 6528
- CM = Concrete Monument
- CONC. = Concrete
- (F) = Field Measurement
- (P) = Plat Measurement
- (D) = Description Measurement
- REC. = Recovered
- P.O.B. = Point of Beginning
- P.O.C. = Point of commencement

SCALE 1" = 20 FEET

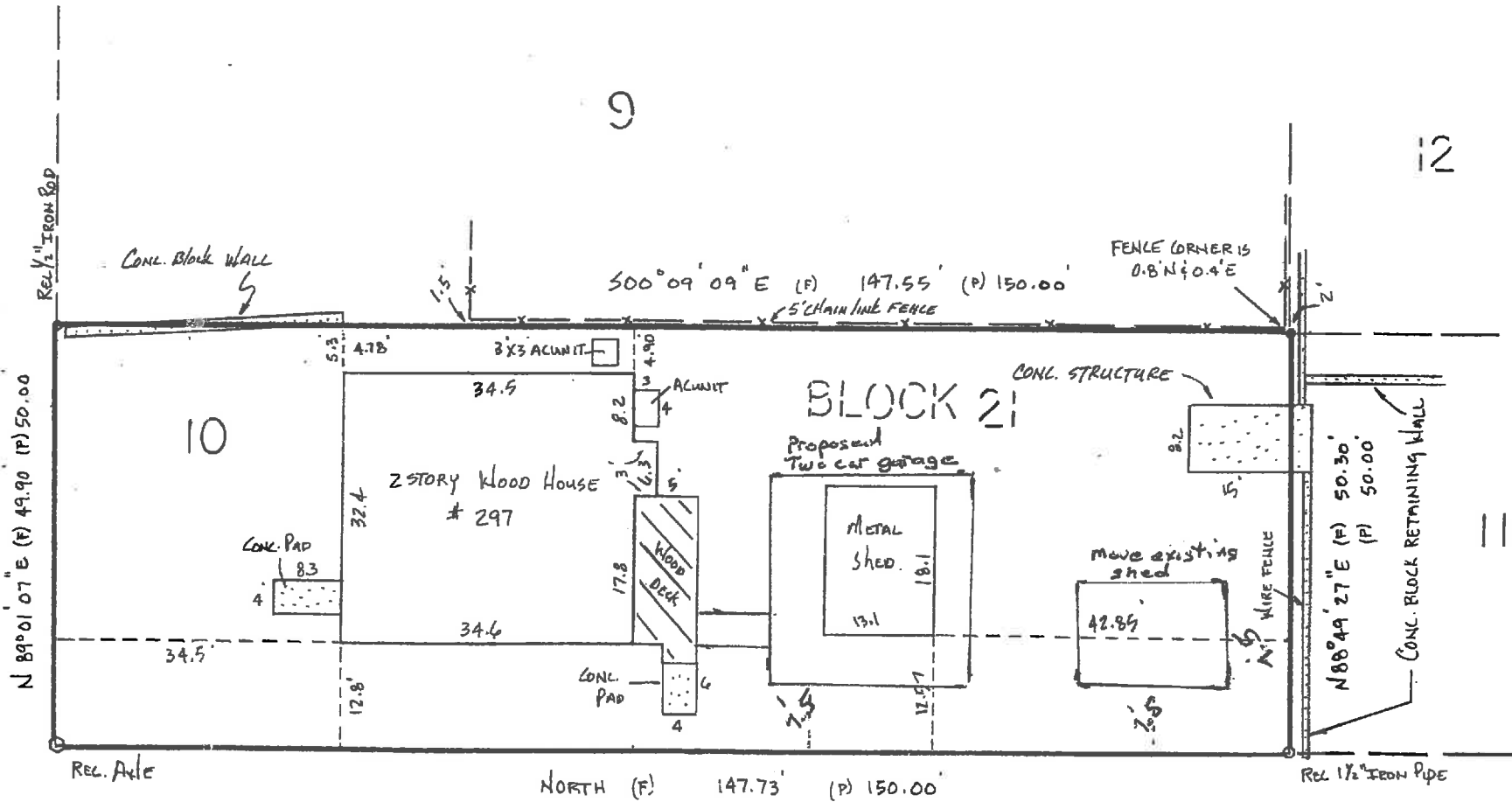


Field Book 59/32

Steven Galassi Surveying 7933 Ed Douglas Road Groveland, Florida 34736 Phone # (352) 429-2074 Fax # (352) 429-9644	Date	Revisions	Prepared For: MARY LOUISE RORABAUGH
Lot Survey Date: OCT 26 th 2015		Foundation Survey Date:	Final Survey Date:


Prepared By: Steven Galassi
Florida Professional Land Surveyor & Mapper # 4904

WEST OSCEOLA (60' R/W ASPHALT PAVEMENT NOT SHOWN)
60' (P)



THIRD ST (60' R/W ASPHALT PAVEMENT NOT SHOWN)



CITY OF CLERMONT
VARIANCE
Application

DATE: 11-18-15

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): _____

APPLICANT: Mark Brackett - Brackett Construction

CONTACT PERSON: Mark Brackett

Address: 114 W. Osceola Ct.

City: Minneola **State:** FL **Zip:** 34715

Phone: 352-408-9966 **Fax:** _____

E-Mail: _____

OWNER: Mary Rorabaugh

Address: 297 W. Osceola St.

City: Clermont **State:** FL **Zip:** 34711

Phone: _____ **Fax:** _____

Address of Subject Property: 297 W. Osceola St.

General Location: Southeast corner of W. Osceola St. and 3rd St.

Legal Description (include copy of survey): AK 1611679 Clermont Lot 10,
BLK 21, PB 8 PG 17

Land Use (City verification required): Medium Density Residential

Zoning (City verification required): R-2 Medium Density Residential



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: 122-146 Yards - decrease side and rear setback for construction of 2 car garage and relocation of shed.
Street side setback of 7.5 feet for garage and shed and rear setback of 7.5 feet for shed.

What are you proposing to do that would require a variance and why? Construct 2 car garage
behind existing home and relocate shed. The lot is only 50 by 150 and is located on a corner, which has
increased setbacks from streets.

How does the Code create a hardship? Since it is a corner lot, the garage and shed will need to be 25
feet from the side street. Since the garage is 26 feet deep, it is impossible to have the garage at 26 feet
with the 25 feet setback fit on the 50 foot wide lot.

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

Variance requested – subject and code section: Variance for side and rear setbacks for relocated
shed and new garage 122-146 Yard

Sec. 86-174. Review criteria and findings.

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

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

Small corner lot with side and front lines facing a street make the lot very difficult to add
additional structures. Home was built in 1915 and shed was placed in 1991.

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

The property has been owned by original family since 1915. House and shed were
placed within code during those times.



CITY OF CLERMONT

VARIANCE

Application

Page 3

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

The property can accomodate the proposed garage and relocation of shed and still be under the impervious surface ratio for the lot.

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

Adding the garage and relocating the shed will not reduce the cost of developing the site.

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

The placement of the garage off of the side street is the logical location to have access to the garage. The variance would be needed since it is a corner lot.

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

No

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

The addition of the garage will increase the property value and not alter the character of the area.



CITY OF CLERMONT
VARIANCE
Application
Page 4

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

The addition of the garage, which will be constructed to blend with the existing home, will be in harmony with the area. The existing shed will be relocated and is not currently a prob

Mark Brackett
Applicant Name (print)

X 
Applicant Name (signature)

Mary Rorabaugh
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

9

N 89°01'07"E (F) 49.90 (P) 50.00

REL 1/2" IRON ROD

CONC. BLOCK WALL

500°09'09"E (F) 147.55 (P) 150.00

FENCE CORNER IS 0.8' N 10.4° E

5' CHAIN LINK FENCE

CONC. STRUCTURE

BLOCK 21

Proposed Two car garage

metal shed 13.1

move existing shed 42.85

WIRE FENCE

2 STORY WOOD HOUSE # 297

CONC. PAD 8.3

WOOD Deck 17.8

CONC. PAD 4

5.3

3' X 3' ACUMINT

34.5

32.4

34.6

12.8

34.5

10

REL. AXLE

NORTH (F) 147.73 (P) 150.00

THIRD ST (60' R/W ASPHALT PAVEMENT NOT SHOWN)

60 (P)

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variances: (1) to allow for a side yard street setback of 7.5 feet instead of the 25 feet as required by the Land Development Code, Section 122-146 – Yards, (2) to allow for a rear yard setback of 7.5 feet instead of the 25 feet as required by the Land Development Code, Section 122-146 Yards, at the following location:

LOCATION:

297 West Osceola St.
(Alt. Key 1611679)

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

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

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

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
December 1, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date												
Tuesday, December 8, 2015												
Agenda Item Name												
Board Appointments												
Requested Action												
Move to appoint Board Members and appointments to Outside Agencies.												
Staff Report												
The City Council makes appointments to Boards and Commissions annually based on expired terms. Attached is a list of individuals requesting re-appointment as an existing Board Member or appointment as a new Board Member. The list of appointments to outside agencies is also provided for consideration. The following vacancies are available: Police Officers Pension Board of Trustees; two 2-year terms Fire Fighter Pension Board of Trustees; two 2-year terms Code Enforcement Board; one 2-year term and two 3-year terms Planning and Zoning Commission; three 2-year terms The City Clerk's office advertised a Notice to the Citizens of Clermont on October 13, 2015 requesting volunteers to serve on the Code Enforcement Board, Planning and Zoning Commission, Police Officers Pension Board of Trustees, and Firefighters Pension Board of Trustees. All interested individuals submitted a letter of interest to the City Clerk's office by November 13, 2015.												
Additional Analysis												
Fiscal Impact Summary												
<table border="1"> <thead> <tr> <th>Fiscal Impact</th> <th>Fund Number and Description</th> <th>Available Budget Amount</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			Fiscal Impact	Fund Number and Description	Available Budget Amount							
Fiscal Impact	Fund Number and Description	Available Budget Amount										
Exhibits Attached (copies of original agreements)												
<table border="1"> <tbody> <tr> <td>1. Board Appt Requests</td> <td>Board Appointment Requests 2015.pdf</td> </tr> <tr> <td>2. Outside Agency Appointments</td> <td>Other Appointments for 2016.pdf</td> </tr> <tr> <td>3. Code Enforcement Board Resignation</td> <td>Code Enforcement Resignation.pdf</td> </tr> <tr> <td>4. Appt Request Letters</td> <td>2016 Appt Requests.pdf</td> </tr> <tr> <td>5. Ad</td> <td>Citizen noticeBoards2015.doc</td> </tr> </tbody> </table>			1. Board Appt Requests	Board Appointment Requests 2015.pdf	2. Outside Agency Appointments	Other Appointments for 2016.pdf	3. Code Enforcement Board Resignation	Code Enforcement Resignation.pdf	4. Appt Request Letters	2016 Appt Requests.pdf	5. Ad	Citizen noticeBoards2015.doc
1. Board Appt Requests	Board Appointment Requests 2015.pdf											
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4. Appt Request Letters	2016 Appt Requests.pdf											
5. Ad	Citizen noticeBoards2015.doc											

BOARD APPOINTMENT REQUESTS

POLICE OFFICERS PENSION BOARD Two 2 year terms	REQUESTOR	ADDRESS/SUBDIVISION	REQUEST
	John Baker	1552 Sherbrook Dr/Legends	Reappointment
	Bob Peraza	2322 Fenton Ave/Kings Ridge	Appointment
FIRE FIGHTER PENSION BOARD Two 2 year terms	REQUESTOR	ADDRESS/SUBDIVISION	REQUEST
	Sy Holzman	4243 Newland St/Kings Ridge	Reappointment
	Jim Purvis	4206 Hammersmith Dr/Kings Ridge	Reappointment
CODE ENFORCEMENT BOARD One 2 year term Two 3 year terms	REQUESTOR	ADDRESS/SUBDIVISION	REQUEST
	Chandra Myers	1040 Glenraven Ln/Legends	Reappointment
	Bill Peterson	4212 Greenwich Ct/Kings Ridge	Appointment
	William Rini	3919 Scarborough Ct/Kings Ridge	Reappointment
PLANNING AND ZONING COMMISSION Three 2 year terms	REQUESTOR	ADDRESS/SUBDIVISION	REQUEST
	Tony Hubbard	1910 Brantley Cir/Margaree Gardens	Reappointment
	Nick Jones	1322 Bowman St/Sunnyside	Reappointment
	Judy Proli	1020 Everest St/Summit Greens	Reappointment

Outside Agency Appointments

Agency/Board	Current Appointee	
South Lake Chamber of Commerce	Council Member Travis	
St. Johns River Water Management District	Mayor Ash	
St. Johns River Water Management District Water Liaison	Council Member Goodgame	
Lake Community Action Agency	Mayor Ash	
Lake County League of Cities Board of Directors	Council Member Bates	
MPO Governing Board	Council Member Goodgame	
MPO Governing Board Alternate	Mayor Ash	
Tourism Development Council	Council Member Mullins	Term Expires December 2018
Tourism Development Council Alternate	Council Member Bates	Term Expires December 2018
Agency/Board	Current Appointee	Term Expiration
MPO Citizen Advisory Council	Suzy Gibson	December 2015
MPO Citizen Advisory Council Alternate		
MPO Bicycle Pedestrian Advisory Council	Brian Davis	December 2015
MPO Bicycle Pedestrian Advisory Council Alternate		
Lake Apopka Natural Gas	Ann Dupee	January 2017

Denise Noak

From: Rae Chidlow
Sent: Monday, November 02, 2015 2:31 PM
To: Denise Noak
Subject: FW: Clermont Code Enforcement Board Resignation



**Rae M. Chidlow, Planning Specialist
Development Services**

685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7302 | Fax 352-394-3542
rchidlow@clermontfl.org
www.clermontfl.gov

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Clermont community by providing exceptional services.*

From: Dave Holt [<mailto:dhholt@gmail.com>]
Sent: Monday, November 02, 2015 12:07 PM
To: Barbara Hollerand
Cc: Rae Chidlow; Evie Wallace; Lori Crain; valerie fuchs
Subject: Clermont Code Enforcement Board Resignation

Dear Barb,

Please accept this email as my formal resignation from the Clermont Code Enforcement Board effective immediately.

My sincere thanks to you, Jim Hitt, Valerie, Rae, Evie and Lori (as well as others in the City administration) for seeing me through some difficult personal issues the last few years. You are all terrific public servants and fine people.

Serving on the Clermont Code Board the past seven years has been a rewarding experience in large part because of the professional fashion you and your staff conduct themselves. The City of Clermont is fortunate.

My best to all you all for the future.

With sincere gratitude and warmest regards,

David Holt

Denise Noak

From: Joe Van Zile
Sent: Wednesday, November 18, 2015 11:24 AM
To: John Baker
Cc: Denise Noak
Subject: RE: Police Officers Pension Board

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Red Category

Thanks John. Your appointment will be on the December 8th City Council agenda for approval.

Joe

From: John Baker [<mailto:jbakerinbay@yahoo.com>]
Sent: Wednesday, November 18, 2015 6:38 AM
To: Joe Van Zile
Subject: Re: Police Officers Pension Board

Joe, Yes, another two year term..thanks

On Tuesday, November 17, 2015 10:33 AM, Joe Van Zile <JVanZile@clermontfl.org> wrote:

John

I just wanted to confirm that you are interested in serving on the Police Officers Pension Board for another two year term.

Thanks

Joe



**Joseph E. Van
Zile, CPA, CGFO**

Finance Director
685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7367 | Fax 352-394-4082
jvanzile@clermontfl.org
www.clermontfl.gov

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Website: www.clermontfl.gov

PLEASE NOTE: Under Florida law, e-mail addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Denise Noak

From: Joe Van Zile
Sent: Wednesday, November 18, 2015 6:53 AM
To: Denise Noak
Subject: Fwd: Police Officers Pension Board

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Red Category

Sent from my iPad

Begin forwarded message:

From: Momcat4769 <momcat4769@aol.com>
Date: November 17, 2015 at 12:57:42 PM EST
To: <JVanZile@clermontfl.org>
Subject: Re: Police Officers Pension Board

Yes, Joe. I want to serve another term on the **firefighters pension board**.

Sy

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

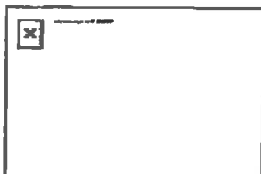
From: Joe Van Zile <JVanZile@clermontfl.org>
To: Sy Holzman <momcat4769@aol.com>
Cc: Denise Noak <DNoak@clermontfl.org>
Sent: Tue, Nov 17, 2015 10:36 am
Subject: Police Officers Pension Board

Sy

I just wanted to confirm that you are interested in serving on the Police Officers Pension Board for another two year term.

Thanks

Joe



Joseph E. Van Zile, CPA, CGFO
Finance Director
685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7367 | Fax 352-394-4082
jvanzile@clermontfl.org
www.clermontfl.gov

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Denise Noak

Subject: FW: Police Officers Pension Board

From: Joe Van Zile
Sent: Tuesday, December 01, 2015 12:08 PM
To: Tracy Ackroyd
Subject: FW: Police Officers Pension Board

Tracy

Please see the following pertaining to Mr. Peraza's interest in serving on the Police Pension Board.

Joe

From: Robert Peraza [<mailto:freedom1234@cfl.rr.com>]
Sent: Tuesday, December 01, 2015 12:06 PM
To: Joe Van Zile
Subject: RE: Police Officers Pension Board

Joe:
Thanks for thinking about me. I will be glad to serve, if appointed/confirmed.
Bob Peraza

From: Joe Van Zile [<mailto:JVanZile@clermontfl.org>]
Sent: Tuesday, December 01, 2015 11:41 AM
To: 'Robert Peraza'
Subject: Police Officers Pension Board

Bob

Hope you are doing well. We have an opening on our Police Officers Pension Board of Trustees and was wondering if you would be interested in serving. The position is for two years and the board meets on a quarterly basis for about an hour in the City Hall council chambers. The scheduled meetings for 2016 are at 4:00 PM on March 17, June 16, September 15 and December 8.

If you would like to know more information regarding this Board, please give me a call.

Thanks



Joseph E. Van Zile, CPA, CGFO
Finance Director
685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7367 | Fax 352-394-4082
jvanzile@clermontfl.org

Denise Noak

From: Joe Van Zile
Sent: Wednesday, November 18, 2015 11:25 AM
To: Jim Purvis
Cc: Denise Noak
Subject: RE: Firefighters Pension Board REPLY

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Red Category

Thanks Jim. Your appointment will be on the December 8th City Council agenda for approval.

Joe

From: JimPurvis@aol.com [<mailto:JimPurvis@aol.com>]
Sent: Tuesday, November 17, 2015 5:53 PM
To: Joe Van Zile
Cc: Denise Noak; Jim Purvis
Subject: Re: Firefighters Pension Board REPLY

Yes Joe, it is an honor to be a part of the process.
Many thanks
JimP

In a message dated 11/17/2015 10:38:24 A.M. Eastern Standard Time, JVanZile@clermontfl.org writes:

Jim

I just wanted to confirm that you are interested in serving on the Firefighters Pension Board for another two year term.

Thanks

Joe

Chandra Myers
1040 Glenraven Ln
Clermont, FL 34711
September 30, 2015

Mayor Gail Ash & Clermont City Council
685 W. Montrose St
Clermont, FL 34711

Dear: Mayor Gail Ash & Clermont City Council:

My name is Chandra Myers, and I am seeking reappointment to Clermont's Code Enforcement Board.

I have four years' experience as a Code Enforcement board member, and serving as Vice-Chair for my second year. I have had the pleasure of helping our great city to have its wonderful residents, to come into compliance with Clermont's city codes.

I would consider it an honor to continue serving this great community, we are blessed to call home.

Thank you for your time and consideration.

Sincerely,

Chandra Myers

William Petersen

4212 Greenwich Court
Clermont, Florida 34711

352-708-5052

cell 631-901-8163

bill.petersen@cfl.rr.com

October 28, 2015

Dear Denise Noak:

I am interested in being a member of the City of Clermont Code Enforcement Board or Planing and Zoning Commission and ask that you consider me for one of the current open seats. I am no stranger to the Clermont having moved from New York twelve years ago. I am serious in my commitment to the City of Clermont.

As an interested member of our community, I would like to volunteer my time, skills, and talents to assist in planning the future of our city. I was a member of the board of directors for my local ambulance corp in Commack as well as being active member for 10 years .I am a licensed Pharmacist is New York and Florida and have owned retail and closed shop pharmacies as well as a licensed nursing agency.

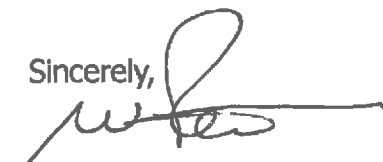
What has piqued my interest in seeking appointment to the Planning Commission is my deep desire to serve the City of Clermont. It is my home. These experiences have provided me the opportunity to better understand the challenges of managing our growth, improving our infrastructure, and further developing our business center.

I respectfully request your support in being appointed to the Code Enforcement Board or Planing and Zoning Commission.

I would be happy to provide my resume or answer any questions you may have.

Thank you for your consideration.

Sincerely,



William Petersen

Denise Noak

From: Rae Chidlow
Sent: Monday, November 02, 2015 7:43 AM
To: Denise Noak
Subject: FW: Reappointment

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Red Category



**Rae M. Chidlow, Planning Specialist
Development Services**

685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7302 | Fax 352-394-3542
rchidlow@clermontfl.org
www.clermontfl.gov

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From: Bill RINI [<mailto:jcsrini@msn.com>]
Sent: Monday, October 05, 2015 10:59 AM
To: Rae Chidlow
Subject: Re: Reappointment

Rae,
How quickly time flies by, hard to believe that my current term is expiring.
Please, notify City Council that I would very much like to continue as a Board member of the Code Enforcement Board. I have been in this position for a period of time and would like to continue. I feel it is my way of giving back to my community.
Thanks you in advance for your consideration
Bill Rini

— Original Message —

From: Rae Chidlow
To: 'Bill RINI' ; 'Chandra Myers'
Sent: Tuesday, September 29, 2015 4:01 PM
Subject: Reappointment

Your term expires at the end of this year. A legal ad will be going out soon requesting action for those who are interested in volunteering for the Board. If you are interested in possible reappointment, please email or mail a letter of interest stating that. If you choose not to seek reappointment, please let me know that as well.

Please understand that sending a letter of interest does not guarantee reappointment, the City Council will elect the Board members. I will notify you as to when that meeting will be held when I find out, more than likely the November 10 or December 8, 2015 meeting.

Thanks.

Denise Noak

From: Rae Chidlow
Sent: Monday, November 02, 2015 7:42 AM
To: Denise Noak
Subject: FW: Reappointment

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Red Category



**Rae M. Chidlow, Planning Specialist
Development Services**

685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7302 | Fax 352-394-3542
rchidlow@clermontfl.org
www.clermontfl.gov

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From: Tony Hubbard [<mailto:tonyhub@aol.com>]
Sent: Friday, October 02, 2015 8:31 AM
To: Rae Chidlow
Subject: Re: Reappointment

Hi Rae,

This email will confirm my interest in serving on
the City P&Z board another term. I have enjoyed
the opportunity and have learned a lot.

If you need anything else, please let me know

Thanks

Tony Hubbard.

Sent from my iPhone

On Sep 29, 2015, at 3:59 PM, Rae Chidlow <RChidlow@clermontfl.org> wrote:

Your term expires at the end of this year. A legal ad will be going out soon requesting action for those who are interested in volunteering for the Commission. If you are interested in possible reappointment, please email or mail a letter of interest stating that. If you choose not to seek reappointment, please let me know that as well.

Please understand that sending a letter of interest does not guarantee reappointment, the City Council will elect the Commission members. I will notify you as to when that meeting will be held when I find out, more than likely the November 10 or December 8, 2015 meeting.

Denise Noak

From: Rae Chidlow
Sent: Monday, November 02, 2015 7:41 AM
To: Denise Noak
Subject: FW: Reappointment

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Red Category



Rae M. Chidlow, Planning Specialist
Development Services
685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7302 | Fax 352-394-3542
rchidlow@clermontfl.org
www.clermontfl.gov

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From: Judy Proli [<mailto:judyproli@embarqmail.com>]
Sent: Tuesday, September 29, 2015 6:10 PM
To: Rae Chidlow
Subject: Re: Reappointment

To the City Council:

As a P&Z Commissioner for a number of years, dedicating my time and energy for the good of our city, I would very much appreciate being re-elected to the P&Z Board.

Respectfully,

Judy W. Proli

From: "Rae Chidlow" <RChidlow@clermontfl.org>
To: "Nick Jones" <NJArkitect1@gmail.com>, "Judy Proli (judyproli@embarqmail.com)" <judyproli@embarqmail.com>, "Tony Hubbard" <tonyhub@aol.com>
Cc: "Barbara Hollerand" <BHollerand@clermontfl.org>
Sent: Tuesday, September 29, 2015 3:59:41 PM
Subject: Reappointment

Your term expires at the end of this year. A legal ad will be going out soon requesting action for those who are interested in volunteering for the Commission. If you are interested in possible reappointment, please email or mail a letter of interest stating that. If you choose not to seek reappointment, please let me know that as well.

Please understand that sending a letter of interest does not guarantee reappointment, the City Council will elect the Commission members. I will notify you as to when that meeting will be held when I find out, more than likely the November 10 or December 8, 2015 meeting.

Denise Noak

From: Rae Chidlow
Sent: Monday, November 02, 2015 7:41 AM
To: Denise Noak
Subject: FW: Reappointment

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Red Category



**Rae M. Chidlow, Planning Specialist
Development Services**

685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7302 | Fax 352-394-3542
rchidlow@clermontfl.org
www.clermontfl.gov

*Our Mission: To preserve and enhance the quality of life for the
Clermont community by providing exceptional services.*

From: Nick [<mailto:njarkitect1@gmail.com>]
Sent: Tuesday, September 29, 2015 6:02 PM
To: Rae Chidlow
Subject: Re: Reappointment

Rae:

Please let the council know I am willing
to continue serving on the P & Z commission
Thanks
Nick Jones

Nick Jones
352 394-4700
njarkitect1@gmail.com

On Sep 29, 2015, at 3:59 PM, Rae Chidlow <RChidlow@clermontfl.org> wrote:

Your term expires at the end of this year. A legal ad will be going out soon requesting action for those who are interested in volunteering for the Commission. If you are interested in possible reappointment, please email or mail a letter of interest stating that. If you choose not to seek reappointment, please let me know that as well.

Please understand that sending a letter of interest does not guarantee reappointment, the City Council will elect the Commission members. I will notify you as to when that meeting will be held when I find out, more than likely the November 10 or December 8, 2015 meeting.

Thanks.

NOTICE TO THE CITIZENS OF CLERMONT

The City Council of Clermont is asking for volunteers to serve on the Code Enforcement Board, Planning and Zoning Commission, Police Officers Pension Board of Trustees and Firefighters Pension Board of Trustees. If you are interested in serving, please send a letter of interest and a resume to the attention of Denise Noak, Deputy City Clerk, 685 West Montrose Street, Clermont, FL 34711 by November 13, 2015.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date											
Tuesday, December 8, 2015											
Agenda Item Name											
Ordinance No. 2015-74 <i>Introduction Special Events</i>											
Requested Action											
Consider introduction of the Special Events Ordinance.											
Staff Report											
The Fire Department, as well as all other departments involved in the management of special events, request the Council adopt the Ordinance. The Ordinance will provide a standardized approach to the management of special events hosted or held in the City. The intent is to streamline the process and prevent the management of special events on a case by case basis.											
Additional Analysis											
Fiscal Impact Summary											
Fiscal Impact	Fund Number and Description	Available Budget Amount									
Exhibits Attached (copies of original agreements)											
<table><tr><td>1.</td><td>Ordinance</td><td>2015-74.pdf</td></tr><tr><td>2.</td><td>Policy</td><td>2015-74 Spec Events Attachment.docx</td></tr><tr><td>3.</td><td>Ad</td><td>2015-74.docx</td></tr></table>			1.	Ordinance	2015-74.pdf	2.	Policy	2015-74 Spec Events Attachment.docx	3.	Ad	2015-74.docx
1.	Ordinance	2015-74.pdf									
2.	Policy	2015-74 Spec Events Attachment.docx									
3.	Ad	2015-74.docx									

CITY OF CLERMONT
ORDINANCE No. 2015-74

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CITY CODE CHAPTER 54 “STREETS, SIDEWALKS AND OTHER PUBLIC PLACES”, CREATING ARTICLE IV “SPECIAL EVENTS”, PROVIDING FOR PURPOSE AND INTENT; DEFINITIONS; PERMIT REQUIRED/EXEMPTION; APPLICATION FOR PERMITS; POLICE PROTECTION; FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES; LIMITATIONS; CONFLICT; SEVERABILITY; CODIFICATION; AND AN EFFECTIVE DATE.

WHEREAS, The City Council recognizes the impact that Special Events have on the availability of City services and also on the health, safety and welfare of the citizens of the City of Clermont, Florida; and

WHEREAS, the permitting, planning and implementation of events on public streets, sidewalks, property and places and certain non-public real property within the City, requires various City staff departments; including the Police, Fire, Public Works, Development Services, and Parks and Recreation Departments, to collaborate in an effective process to review and approve Special Events in the best interests of the citizens of Clermont.

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

SECTION 1

Chapter 54, “Street, Sidewalks and Other Public Places, Article IV “Special Events” , Section 54-100 – 54-110 of the Code of the City of Clermont, Florida, is hereby created to read as follows:

Article IV. Special Events

Section 54-100 Purpose and intent

The purpose and intent of this Article is to establish a permitting process for Special Events held on “regulated property” within the City limits that, among other things, because of their nature, create traffic control, crowd control, public safety, sanitation and/or other public health, safety and welfare issues of a nature sufficient to require review by the Police Department, the Fire Department, the Development Services Department, the Parks and Recreation Department, Public Works, and other City staff as deemed necessary.

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Section 54-101 Definitions

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly requires otherwise:

1. “*Advertise*” is the act of publicly announcing or calling public attention to a person, thing, place, or event and shall include, but not be limited to, the distribution of handbills or mass mailings, the use of outdoor advertising and announcements by radio, television, or newspaper. Distribution also includes the use of electronic media to include email, internet, social media sites, and other electronic means.
2. “*Event Organizer*” means a business, Corporation, Limited Liability Company, individual, or any other legal entity which organizes, sponsors, or operates a Special Event.
3. “*Regulated Property*” means all real property located within the municipal boundaries of the City of Clermont, to include the waterways, access points and lakes or other bodies of water under the control of the State of Florida or Lake County Board of County Commissioners whose use may require action by City resources such as, but not limited to, the Police, Fire or Public Works Departments. Any property within the City of Clermont owned by the Lake County School Board is exempt from this definition and the applicable requirements of this ordinance.
4. “*Parade*” is any procession, march or assembly wherein the participants travel by foot, vehicle or otherwise in or upon any street, sidewalk, public right-of-way, bicycle path, public property, or public parking facility within the City; provided, however, that “parade” shall not include a peaceful procession or peaceful picketing that is conducted off the street or roadway in conformance with all traffic laws, City ordinances and State Statutes and not in a manner as to obstruct vehicular or pedestrian traffic.
5. “*Public Use*” is any lawful utilization of city owned parks, grounds, or other facilities which is not prohibited by any applicable regulation, ordinance, or law and which does not in fact interfere with, or tend to interfere with or obstruct the use of the park grounds or facilities by the general public or by any other person or person previously authorized to utilize the same.
6. “*Special Event*” means a temporary assembly held on regulated property within the City of Clermont, not regularly used by the event organizer to conduct its business or affairs. Special Events may be “for profit” or “not-for-profit”. A Special Event shall include, but not be limited to, any ceremony, exhibition, show, concert, pageant, rally, private entertainment events, seasonal holiday sales, professional performances, concerts, parades, street dances, sporting events, festivals, competitions, art shows, runs/ races/ walks or assembly which is intended and/or designed or advertised with the goal of attracting participation of more than two hundred fifty (250) people and any event where fireworks shall be used, exploded or displayed.

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ORDINANCE No. 2015-74

7. *"Firework"* shall mean and include any combustible or explosive composition, or any substance or combination of substances, or, except as hereinafter provided, any article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation, and shall include blank cartridges and toy cannons in which explosives are used, the type of balloons which require fire beneath to propel the same, firecrackers, torpedoes, skyrockets, Roman Candles, Daygo Bombs, and any fireworks containing any explosive or flammable compound or any tables or other device containing any explosive substance.

Section 54-102 Permit Required/ Exemptions

1. All Special Events held on regulated property within the City of Clermont require a Special Events Permit in accordance with the provisions of this Ordinance, unless expressly exempted. No event organizer required by this Ordinance to obtain a Special Events Permit shall advertise, engage in, participate in, aid, form, or start any Special Event prior to obtaining a Special Events Permit from the City of Clermont.
 - a. Special Events requiring a permit shall be any event or activity; other than the normal day to day or seasonal operations of concerns licensed or established within the City of Clermont, which is designed, advertised, or intended to attract the participation or attendance of more than two hundred fifty (250) people.
 - b. Special Events requiring notification only shall be any events or activities, other than the normal day-to-day or seasonal operations of concerns licensed or established within the City of Clermont which is designed or intended to attract the participation of more than one hundred (100) but less than two hundred fifty (250) people.
2. The City of Clermont, including any and all departments within, is exempt from the special permitting process.
3. Any event held on the water which expects a daily attendance of 250 persons or greater, or serves alcohol, or by nature of the event creates traffic control, crowd control, public safety, sanitation and other public health, safety and welfare issues requires a Special Events Permit.
4. Any existing business or establishment within the City of Clermont that holds, sponsors, supports, or otherwise provides for an event at that establishment which is outside of the normal scope of the intended business practices requires a Special Events Permit if:
 - a. The daily attendance of the event is greater than 250 persons, or
 - b. Alcohol is served at the event, or

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- c. Because of the nature of the event creates traffic control, crowd control, public safety, or sanitation and other public health, safety and welfare issues
- 5. The issue of a Special Events Permit by the City of Clermont shall not relieve any person from the duty to secure other permits or approvals as may be required by the City Code to include, but not be limited to, a Business Tax Receipt, street closure authorization, or other permits/authorizations.

Section 54-103 Application for Permit

Any person or entity seeking the issuance of a Special Events Permit shall file an application with the Fire Department Fire Prevention Division as set forth herein.

1. Filing Period.

All Special Events applications shall be for a single event, and shall not be valid for reoccurring future events. A complete application with all required documents for a Special Events Permit shall be filed with the Fire Prevention Division of the Fire Department not more than one hundred eighty (180) days before, and not less than thirty (30) calendar days before the date and time at which it is proposed to commence the event.

2. Contents.

The application shall; at a minimum, state the following:

- a. The name of the event organizer, sponsor or responsible person or entity.
- b. The mailing address, email address, and telephone number of the event organizer, sponsor or responsible person or entity.
- c. If the event is to be conducted for, on behalf of, or by an organization; the name, address, and telephone number of the headquarters of the organization and of the authorized and responsible heads of such organization.
- d. The specific location of the proposed special event.
- e. The date of the special event and the hours of operation.
- f. The approximate number of spectators and/or participants present or participating in the event.
- g. A designation of any public facilities or equipment proposed to be utilized.
- h. State permit if state roadway is to be used.

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- i. If the event is a parade, the following additional information shall be required:
 1. The exact location or any marshalling or staging areas for the parade;
 2. The time at which units of the parade will begin to arrive at the staging areas and the times at which all such units will be disbursed from;
 3. The exact route to be traveled, including the starting point and termination point;
 4. The approximate number of persons who, and animals and vehicles which, will constitute the parade; the types of animals and description of the vehicles;
 5. A statement as to whether the parade will occupy all or only a portion of the width of the street, roadway, or sidewalks to be used;
 6. A general description of the activities to be conducted at the special event together with attendance estimates.
- j. Proof of general liability insurance with the City of Clermont named as an additional insured, if the event is held on public or City owned property.
- k. A security plan with the name of the company providing staffing; including certified crowd managers if applicable, for the special event. A predetermined manpower allocation table shall be used as a guideline in order to determine how many officers with arrest powers will be assigned to the special event; if any. The Chief of Police or designee may adjust the requirement of officers with arrest powers as he or she determines necessary.
- l. A site plan, which shall show at a minimum the following:
 1. The dimensions and locations of all permanent and proposed temporary structures to be located on the property. Should any temporary structures be required for the event, the applicants will be responsible for obtaining all necessary Building Permits and meeting all requirements of applicable Building and Fire Codes;
 2. Ingress and egress locations. Access to the site must not impede normal traffic flow on adjacent roadways;
 3. The capacity and location of restroom facilities; either permanent or temporary, sufficient to meet the anticipated demand at the event;
 4. Adequate provision for solid waste collection and disposal;

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5. A parking plan with all on-site and overflow parking, if necessary, and proposed traffic flow; in addition to any necessary traffic control devices at the special event location.
 - m. A list of all concessionaires and vendors in addition to the event organizer, if any.
 - n. A Certificate of Good Standing certifying that the event organizer is authorized to do business in Florida, if the event organizer is a Corporation or Limited Liability Company or some other business entity required to be registered with the Department of State.
 - o. Copies of all fliers, handbills, newspaper advertisements and other advertising that the event organizer anticipates using to promote or advertise the special event.
 - p. Written proof of permission from the owner of the regulated property for the use of said property by the event organizer for the special event. The owner shall be required to sign the application and agree to any conditions placed on the special event by the City. If the owner of the property is the City or the property is public property, this term shall not be required.
 - q. Copies of all required federal, state and local business or regulatory licenses required to be held by the event organizer.
 - r. Any other documentation or information that City staff or the City Council; upon appeal, determines to be reasonably necessary to properly evaluate the application.
3. Fees.

A non-refundable application fee as approved by Resolution of the City Council shall be paid to the City of Clermont at the time the application is filed.

Section 54-104 Police Protection

After obtaining as much information as the Chief of Police or his or her designee reasonably deems necessary regarding a Permit application, it shall be determined whether and to what extent additional police protection reasonably will be required for the event for purposes of traffic, crowd control, and security. If additional police protection for the event is deemed necessary by the Chief of Police or his or her designee, he or she shall so inform the applicant for the Permit. The applicant then shall have the duty to secure police protection acceptable to the Chief of Police or his or her designee at the sole expense of the applicant, and shall prepay the expenses of such protection as required. The Chief of Police or his or her designee shall consider what additional manpower, equipment and supplies are needed, as well as any other items or expenses which will be necessary.

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Section 54-105 Fire Protection and Emergency Medical Services

After obtaining as much information as the Fire Chief and Fire Marshal or their designee reasonably deems necessary regarding a Permit application, it shall be determined as to the need for on-site fire watch, crowd managers, or emergency medical personnel. The Fire Marshal or his or her designee shall consider such factors as the location, number of anticipated participants and spectators, and type of event; including the application of appropriate Codes and Ordinances. If fire watch, crowd managers and/or emergency medical personnel for the event are deemed necessary by the Fire Chief or Fire Marshal, he or she shall so inform the applicant who shall have the responsibility to secure fire watch, emergency medical personnel, and/or crowd managers reasonably acceptable to the Fire Chief and/or Fire Marshal or their designee at the sole expense of the applicant and shall prepay the expenses of such protection. Only state certified licensed professional fire/emergency medical personnel shall be used for this purpose; preferably City of Clermont Fire Department employees and equipment. The conduct of the event shall not introduce extraordinary hazards to fire protection and/or life safety in the immediate or adjacent areas.

Section 54-106 Limitations

No Permit issued under this section shall extend for a period of more than three consecutive days. Any break in the event shall require the issuance of a separate Special Events Permit. Seasonal holiday sales may extend beyond 3 days, but shall not extend beyond 30 days prior to the applicable holiday.

Section 54-107 - 110 Reserved

SECTION 2 Conflict.

All Ordinances or parts of Ordinances, all City Code sections or parts of City Code sections, and all Resolutions or parts of Resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 3 Severability.

Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be invalid.

SECTION 4 Codification.

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. 2015-74

SECTION 5 Effective Date.

This Ordinance shall be effective immediately upon its adoption as provided by law.

PASSED AND ADOPTED by the City Council of the City of Clermont, this 12th day of January, 2016.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Special Events Policy



City of Clermont, Florida

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A. Purpose

The City of Clermont encourages its citizens to sponsor special events that enhance the quality of life for the community and works to facilitate the use of City-owned recreation and park facilities. The purpose of this policy is to establish a guideline in processing Special Event permits and ensure the success of such events by providing a system for advance planning and standard information that allows the City, sponsors and participants to achieve their mutual goals.

B. Permit Requirements

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

C. Obtaining/Submitting Applications

The Fire Prevention Division of the Fire Department is responsible for receiving, distributing and processing all Special event Permit applications and for coordinating review of applications by the appropriate City departments. The Fire Prevention Division of the Fire Department is located in City Hall, 685 W. Montrose Street, first floor, Clermont, Florida 34711. The hours of operation are 8am to 5pm, Monday through Friday. Applicants are required to submit applications at the appropriate office as described above.

D. Application Processing Time

All special event applications shall be for a single event, and shall not be valid for reoccurring future events. A complete application with all required documents for a special event permit shall be filed with the Fire Prevention Division of the Fire Department not more than one hundred eighty (180) days before, and not less than thirty (30) calendar days before the date and time at which it is proposed to commence the assembly; provided, however, that the City of Clermont or designee may waive the minimum thirty (30) day filing period and accept an application filed within a shorter period if after due consideration of the date, time, place, and nature of the assembly, the anticipated number of participants, and the necessity for an amount of city services which will be required in connection therewith, the City of Clermont or designee determines that such waiver will not present a hazard to the public safety because of the reduced amount of time available to fully process the application.

E. Criteria for Approval

The Fire Prevention Division of the Fire Department shall issue a permit as provided herein upon certification from the City Department Directors, based upon the following considerations:

- (1) The conduct of the event will not substantially interrupt the safe and orderly movement of other pedestrian or vehicular traffic in or contiguous to the route or location of the event.
- (2) The conduct of the event will not require the diversion of so great a number of public safety personnel or equipment of the city to properly secure the event area and the areas contiguous thereto, as to prevent current level of public safety services from being furnished to other parts of the city.
- (3) The event shall not take place until inspections by concerned departments, i.e., fire, building, police, have been conducted and a determination has been made that all codes and ordinances have been met or satisfied.
- (4) The concentration of persons, animals, and/or vehicles at the event will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to the event area or other areas of the city.
- (5) The conduct of the assembly is not reasonably likely to cause injury or intended to cause injury to persons or property, or to provide disorderly conduct as defined by city ordinance or state statutes, provided that under no circumstances may the city clerk deny a permit solely on the basis of the proposed content of speech or ideas of the group involved.
- (6) Adequate sanitation and other required health facilities are, or will be, made available in or adjacent to the event area.
- (7) The conduct of the assembly will not result in noise at a level inappropriate for the area(s) surrounding the event.
- (8) There are sufficient parking places near to the event to accommodate the approximate number of automobiles reasonably expected to be driven to the assembly; such number to be reasonably estimated by the chief of police.
- (9) The applicant has secured police, fire and EMS protection, if any, required under this procedure and has prepaid the expenses therefor.
- (10) If the event is a parade, such parade is not to be held for the primary purpose of advertising any product, goods or event, which is primarily for private profit, and the assembly for profit provided, however, the prohibition against advertising any product, goods, or event shall not apply to signs identifying organizations or sponsors furnishing or sponsoring exhibits or structures used to conduct the event.

- (11) If the event is to take place in any publicly owned or controlled property, public liability and property damage insurance, with the city named as an additionally insured party, shall be obtained in an amount approved by the city finance director after consideration of those factors set out in section

F. Required Approvals

The application process begins when the Fire Prevention Division of the Fire Department has received a completed application. Applications for special events must be approved by all appropriate departments and their divisions including, but not limited to, the Clermont Police Department, the Clermont Fire Department, the Development Services Department, the Public Works Department and the Parks and Recreation Department.

G. Application fee.

The City Council shall determine the application fee for special event permits by resolution. Said fee may be amended from time to time by resolution in accordance with the estimated cost to review and process the applications

H. Appeals

In the event of an appeal of the decision of the City of Clermont designee regarding an application for a special event permit, the City Council shall review the application together with all supporting documentation and departmental comments, if any, and shall either uphold, overturn or revise the decision of the City of Clermont.

I. Effective Date

This Policy shall become effective thirty (30) days after the below noted approval date of the City Manager.

Darren Gray, City Manager

Date

DRAFT

LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday, January 12, 2016 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2015-74

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CITY CODE CHAPTER 54 "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES", CREATING ARTICLE IV "SPECIAL EVENTS", PROVIDING FOR PURPOSE AND INTENT; DEFINITIONS; PERMIT REQUIRED/EXEMPTION; APPLICATION FOR PERMITS; POLICE PROTECTION; FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES; LIMITATIONS; CONFLICT; SEVERABILITY; CODIFICATION; AND AN EFFECTIVE DATE.

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
December 29, 2015