



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, January 26, 2016**

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

PRESENTATIONS

Clermont Performing Arts Center

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 - Bid Award

Consider approval of bid award to Young's Communication Co., Inc. to furnish all labor, equipment and materials for the installation of approximately 23,000 feet of 12-inch water main and appurtenances in the total amount of \$3,871,429.

Item No. 2 - Event Request

Consider approval of Clermont Downtown Partnership "Vintage Market & Garden Show" event request, road closure, fee waiver and open container to be held on February 27, 2016.

Item No. 3 - Event Request

Consider Clermont Downtown Partnership's event request "Sidewalk Chalk Art Contest & Youth Art & Culture Fest", fee variance and Open Container to be held on April 2, 2016.

Item No. 4 - Event Request

Consider request from CFT Sommer Sports to approve events for 2016, fee waiver and open container.

Item No. 5 - Event Request

Consider request from Pig On the Pond to approve event, open container in approved area, fee waiver and signage to be held on March 11 - 13, 2016.

**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, January 26, 2016**

- | | |
|--|---|
| Item No. 6 - Collective Bargaining Agreement | Consider Agreement with the International Union of Police Associations, AFL-CIO Clermont Police Officers Local 6013. |
| Item No. 7 - Scope of Services | Consider approval of professional engineering services for phase one of the West Lake Wetlands Project by GAI Consultants, Inc., in the amount of \$121,500.00. |

UNFINISHED BUSINESS

- | | |
|---|---|
| Item No. 8 - Ordinance No. 2016-02 <i>Final Hartle Grove Multifamily Annexation</i> | Consider approval of annexation of approximately 25 acres. |
| Item No. 9 - Ordinance No. 2016-03 <i>Final Hartle Grove Multifamily Rezoning</i> | Consider approval of an ordinance to change the zoning from Urban Estate to Planned Unit Development for property located south of S.R. 50 and west of Hartle Road. |
| Item No. 10 - Ordinance No. 2016-04 <i>Final South Lake Connector Rezoning</i> | Consider approval of an ordinance to change the zoning from R-1 Single Family Medium Density Residential to C-1 Light Commercial for property located at the southeast corner of U.S. 27 and Citrus Tower Blvd. across from Racetrac. |
| Item No. 11 - Ordinance No. 2016-05 <i>Final Annexation</i> | Consider approval of an ordinance to annex a portion of the S.R. 50 right-of-way. |
| Item No. 12 - Ordinance No. 2016-06 <i>Final LDC Amendment</i> | Consider approval of an ordinance to amend Chapter 62, Section 62-39 Parking For Prohibited Acts. |

NEW BUSINESS

- | | |
|---|--|
| Item No. 13 - Variance Request
<i>Ayyoob</i> | Consider variance requests for a property at 990 W. Montrose St. |
|---|--|

**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, January 26, 2016**

Item No. 14 - Variance Request
Hancock Square

Consider variance request to allow for a reduction of parking spaces between landscape islands and a reduction of landscape buffer for property located south of the 7-11 at the southeast corner of Highway 50 and Hancock Road.

Item No. 15 - Parking Update

Desoto Street and West Avenue

Item No. 16 - Ordinance No. 2016-01 *Introduction*

Consider introduction of Ordinance including the City of Clermont in the county-wide Municipal Service Taxing Unit to fund ambulance and emergency medical services for one year.

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

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 26, 2016		
Agenda Item Name		
Bid Award		
Requested Action		
Motion to approve contract between the City of Clermont and Young's Communication Co., Inc. to furnish all labor, equipment and materials for the installation of approximately 23,000 feet of 12-inch water main and appurtenances in the total amount of \$3,871,429.		
Staff Report		
The Purchasing Department and the Environmental Services Department recommend approval of the above action. The Environmental Services Department contacted the Purchasing Department to determine the most effective manner to contract a company to provide construction of approximately 23,000 feet of 12-inch water main. The Purchasing Department issued a Request for Bid (RFB) number 16-008 to acquire these services. The RFB was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There were three (3) responses to the RFB. The West Water Main Loop project will replace 4.5 miles of old water pipe on both sides of highway 50 from East Street to 12th Street. This is one of a series of projects to improve water quality and reliability in the western portion of the City. The project will also enhance the system hydraulics for reliable fire protection. Award is being recommended to low responsive and responsible bidder Young's Communication Co., Inc. at the base bid total of \$3,871,429.00 who complied with all terms, conditions, and specifications stated in the RFB.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$3,871,429.00 is included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFB 16-008 Response Tabulation	RFB 16-008 Response Tabulation.pdf	
2. Ad	RFB 16-008 Water Main Loop Ad.docx	



**RESPONSE TABULATION
REVISED 1/12/16**

**RFB 16-008, WESTSIDE WATER MAIN LOOP
DUE DATE/TIME: DECEMBER 17, 2015 AT 2:00 P.M. (EST)**

COMPANY NAME	BID BOND	ADDN. 1	ADDN. 2	BASE BID	ALT. 1 BID	BASE BID + ALT. 1
Young's Communications Co., Inc. – Melbourne, FL	Y	Y	N	\$3,871,429.00	\$2,736,669.00	\$6,608,098.00
Rohl Networks LP. – Jupiter, FL	Y	Y	Y	\$3,891,986.70	-\$107,345.00	\$3,784,641.70
Commercial Industrial Corp. – Reddick, FL	Y	Y	Y	\$4,497,383.78	\$3,074,295.69	\$7,571,679.47

* Addenda 1 and 2 were not a mandatory submittal with response

REQUEST FOR BIDS

The City of Clermont is requesting bids from qualified respondents for the installation Westside water main loop (RFB 16-008). All responses must be received prior to **2:00 P.M. on Thursday, December 17, 2015**. Information may be obtained from the City's website at www.clermontfl.gov

Publication Date: Newspaper
November 5, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, January 26, 2016			
Agenda Item Name			
Event Request			
Requested Action			
Move to approve the Clermont Downtown Partnership event.			
Staff Report			
We have a request from the Clermont Downtown Partnership to host the Annual "Vintage Market and Garden Show" event scheduled for February 27, 2016 in Downtown Clermont. The Downtown Clermont Merchants are requesting the following from the City of Clermont: 1. To Close Montrose Street between West Street to 7th Street as well as 8th Street between Montrose Street and Minneola Ave. The group is requesting road closures from 6:00 AM - 4:00 PM. (see map for details) 2. Fee Variance for application fees and all rental fees. 3. Open container within the limits of the event area.			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	2016 Vintage Market Council Packet	2016 Vintage Market Council Packet.pdf	



CITY OF CLERMONT EVENT APPLICATION

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

Date of Application: 11-1-15/12/10/15 Name of Event: VINTAGE MARKET + GARDEN SHOW

Date(s) of Request: 2-27-16 Actual Event Hours Start: 9 AM End: 4 PM
(All events must end no later than 10pm)

Set Up Hours Start: 6 AM End: 9 AM Breakdown Hours Start: 4 PM End: 6 PM

Please list all City of Clermont facilities and/or streets being requested: WEST MONTROSE STREET
FROM 7TH TO 8TH

Name of Organization/Renter: CLERMONT DOWNTOWN MERCHANTS, LLC PARTNERSHIP INC

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

Tax Exempt: ☐ Yes ☒ No If Yes, you must provide your Tax Exempt # 501-C-6

Federal ID #/Drivers License #: _____ Website: WWW.CLERMONTMERCHANTS.COM

Event Contact: BARBARA RAJICULA Email: brajicula@embargmail.com

Day Phone: 352-404-9904 Cell Phone: 352-243-9977 Other Phone/Fax: 352-243-9977

Address: 792 W. MONTROSE ST City: CLERMONT State: FL Zip: 34711

Secondary Contact: MARY JO PFEIFFER Phone#: 352 243-9977

Briefly Describe Event: OUTDOOR "SHABBY CHIC" FURNITURE + GARDEN MARKET
VINTAGE HOME FURNISHINGS

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

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

Event Participants: 50 Expected Attendance: 1,000 # of Vehicles: 75

Are you planning on having food? ☒ Yes ☐ No Type of food: VENDOR - LOCAL RESTAURANTS

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

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

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

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

Applicant Signature: Ronald Smart Date: 12/10/15

Rules received and read (initial): RES

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

Payments and Reservations:

The event application form accompanied by total estimated fees, event deposit and appropriate insurance and waivers, must be signed by the applicant and approved by the Parks and Recreation Department before a reservation can be guaranteed. Applications and fees should be received no later than 14 calendar days prior to required use. Please drop off or mail these forms with payment to the City of Clermont Recreation Department located at Clermont Arts & Recreation Center, 3700 S. Highway 27, Clermont, FL 34711. Please remember your request will not be reserved until all required fees are paid. Payment may be made in the form of cash, Money Orders, or Check payable to the City of Clermont.

Hold Harmless/Insurance Agreement:

The user will indemnify and hold harmless the City of Clermont from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of, or resulting from the occupancy of the Park by the User, its agents, servants, invitees, and guests under this license.

The user will take all reasonable precautions for the safety of, and will provide reasonable protection to prevent damage, injury, or loss to all persons and property in the Park.

The User will comply with all laws, ordinances, regulations, or other orders regarding the safety of persons or property, or their protection from damage, injury or loss.

The applicant shall supply, when required, a Certificate of Insurance reflecting minimum coverage \$1,000,000 Comprehensive General Liability Insurance, without deductibles, per occurrence. The City of Clermont shall be named as an additional insured, which shall be noted on the Certificate of Insurance. The Certificate shall indicate that the applicant's insurance policy shall not be cancelled without thirty days prior written notice to the City of Clermont.

The undersigned agrees to abide by the regulations governing the said facility and is responsible for charges incurred and must supply the Certificate of Insurance to the City of Clermont no later than fourteen (14) calendar days prior to the Program/Event Date. Also, the undersigned agrees to be responsible for damage to facilities and conduct of persons in the program and/or event. Parking is permitted only in designated areas of the park. There is no parking allowed at any place of business or residence near the park unless written permission is granted by each individual owner in advance.

Barbara Rajcuk
Applicant Name

Barbara R
Applicant Signature

11-1-15
Date

RONALD E. SMART
DEPARTMENT USE ONLY

Ronald E Smart

12/10/15

(To be filled out by City of Clermont Staff)

Application Fee \$ 10 Rental Fee/s \$ _____ Security Deposit Fee \$ 150 Check # _____

Total Estimated Fees and Deposit Required at Booking: \$ 160 Date _____

Total Estimated Rental Fees Due Before Event: \$ _____ Date _____

Rental Fees Received: \$ _____ Date: _____ Receipt # _____

Key #/Code Issued with Date: _____ Date Key Returned: _____

Condition of Facilities at completion of event: _____

Amount of Refund Issued: _____ Date Refund Issued: _____

Special Notes: _____



CITY OF CLERMONT Fee Variance Request Form

Date of Application: Jan 11, 2016 Name of Event: Vintage Market & Garden Show
Date (s) of Event: Feb 27, 2016 Location of Event: Historic Downtown Clermont
Event Times: From: 9:00am am/pm To: 4:00pm am/pm
Name of Organization/Renter: Clermont Downtown Partnership

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

Physical Location of Group requesting Rental: ☒ City of Clermont ☐ Lake County (other than Clermont) ☐ Outside of Area

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

Day Phone: (352) 247-4640 Cell Phone: (405) 204-0839

Address: P.O. Box 120734 or 620 W. Montrose City: Clermont State: FL Zip: 34711

Event Description: Numerous 10x10 ft exhibitors between City Hall Park & 8th Street on Montrose w/Re-purposed, upcycled furnitures / fixtures; home crafts, decor, etc. Food vendors

Describe your item/s to be considered for fee variance (Must be specific): Application fee and/or other fee for filing for this event. HISTORY: Another organizaion, Clermont Merchants Inc, previously produced and hosted this event. That group of Downtown shop owners/property owners asked the Clermont Downtown Partnership to absorb this event as a CDP sanctioned/promoted event. The CDP agreed and the other group will or has dissolve(d).

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

Ron Smart
Digitally signed by Ron Smart
DN: cn=Ron Smart, ou=Clermont Downtown
Partnership, ou=Corporation,
email=info@clermontdowntownpartnership.com,
c=US
Date: 2016.01.11 16:50:17 -0500
Applicant Signature

January 11, 2016
Date

FOR CITY STAFF USE ONLY

- ☐ \$2,500 or less APPROVAL BY CLERMONT CITY MANAGER
☐ \$2,501 or more APPROVAL BY CLERMONT CITY COUNCIL

The foregoing application has been reviewed and **REQUEST FOR FEE VARIANCE IS:**

☐ GRANTED

☐ GRANTED AS AMENDED: _____

☐ DENIED

City Manager Signature

Date

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



CITY OF CLERMONT Alcohol Request Form

Date of Application: 1/13/2016 Name of Event: The Vintage Market & Garden Show
Date (s) of Event: Feb 27, 2016 Location of Event: Historic Downtown Clermont
Event Times: From: 9:00 am/pm To: 4:00 am/pm
Name of Organization/Renter: Clermont Downtown Partnership Inc
Check Type of Organization: ☒ Not for Profit ☐ For Profit ☐ Commercial ☐ Individual ☐ Government
Contact Name: Ron Smart Email: info@clermontdowntownpartnership.com
Day Phone: (352) 247-4640 Cell Phone: (405) 204-0839
Address: P.O. Box 120734 / 620 W. Montrose City: Clermont State: FL Zip: 34712-0734
Event Description: Exhibitors in 10x10 canopy tent space showing selling repurposed, up-cycled, painted furnishings, fixtures, accessories. Food vendors (temporary & food trucks)
What do you plan on serving? ☒ Beer ☒ Wine/Champagne (check all that apply) ☒ Other We will not serve alcohol.
Request to serve Spirits requires approval by City Council and will require additional time for approval.
What is your beverage containment area? Outside event attach diagram, Inside event list room/s: Downtown brick & mortar licensed beer/wine providers desire City to allow visitors to purchase product inside their shops and consume it outside at the event if so desired.
Who is your licensed beverage caterer? We will not have a vendor on the street at this event.

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.

Ron Smart
Applicant Signature

Jan 13, 2016
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

Vintage Market & Garden Show: February 27, 2016 - Historic Downtown Clermont

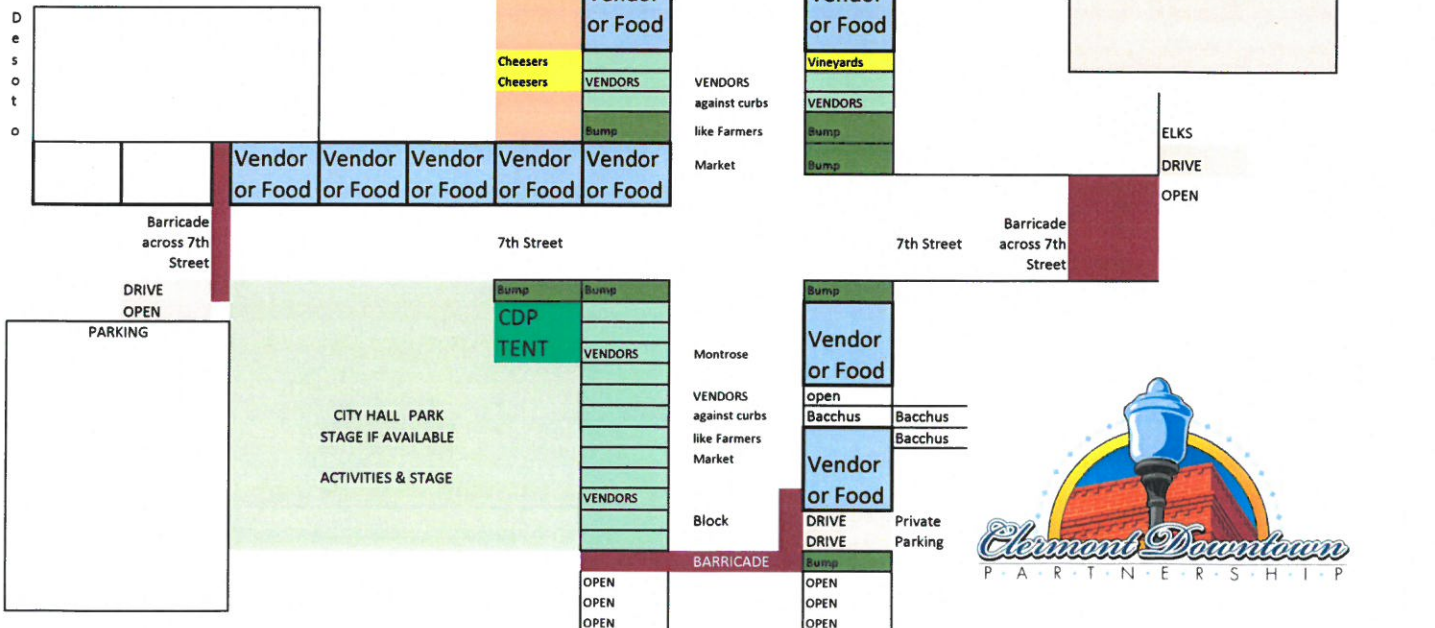
February 27, 2016
Saturday, 9 am - 4 pm

A Free event for the entire Greater Clermont Community funded & presented by the Clermont Downtown Partnership



February 27, 2016

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CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date					
Tuesday, January 26, 2016					
Agenda Item Name					
Event Request					
Requested Action					
Move to approve "Sidewalk Chalk Art Contest & Youth Art & Culture Fest" event, fee variance, and open container.					
Staff Report					
We have a request from the Clermont Downtown Partnership to host the annual "Sidewalk Chalk Art Contest & Youth Art & Culture Fest" scheduled for April 2, 2016 in Downtown Clermont. The Downtown Partnership is requesting the following from the City of Clermont: 1. Road closures on Montrose Street from the entrance of City Hall to west side of Lyn's Deli; 7th street from DeSoto to Elk's driveway on 7th; Please see attached map for specific road closure details. The group is requesting road closures from 7:00 AM- 3:30 PM. 2. Fee variance for application fee and rental fee. 3. Open container within the contained area of the event.					
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>2016 Sidewalk Chalk Contest Council Packet</td><td>2016 Sidewalk Art Council Packet.pdf</td></tr></table>			1.	2016 Sidewalk Chalk Contest Council Packet	2016 Sidewalk Art Council Packet.pdf
1.	2016 Sidewalk Chalk Contest Council Packet	2016 Sidewalk Art Council Packet.pdf			



CITY OF CLERMONT EVENT APPLICATION

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

Date of Application: 12-10-15 Name of Event: Annual Sidewalk Chalk Art Contest & Youth Art & Culture Fest
Date(s) of Request: April 2, 2016 Actual Event Hours Start: 9:00 AM End: 4:00 PM
(All events must end no later than 10pm)
Set Up Hours Start: 7:00 AM End: 9:00 AM Breakdown Hours Start: 4:00 PM End: 6:00 PM

Please list all City of Clermont facilities and/or streets being requested: MONTROSE ST FROM CITY HALL CROSSWALK TO LYNN'S DELI (824 W. MONTROSE); 7th St from DeSoto to Elks Drive way on 7th. 8th St. from Montrose to drive on 8th at Church.
Name of Organization/Renter: Clermont Downtown Partnership

Check Type of Organization: ☒ Not for Profit ☐ For Profit ☐ Commercial ☐ Individual ☐ Government
Tax Exempt: ☐ Yes ☒ No If Yes, you must provide your Tax Exempt # 501-C-6

Federal ID #/Drivers License #: _____ Website: www.clermontdowntownpartnership.com
Event Contact: Ron Smart Email: info@clermontdowntownpartnership.com

Day Phone: 352-247-4640 Cell Phone: 405-204-0839 Other Phone/Fax: _____
Address: 620 W. Montrose, City Center City: Clermont State: FL Zip: 34711
or P.O. Box 120734 Clermont 34712-0734
Secondary Contact: MARYJO PFEIFER Phone#: 352-243-9977

Briefly Describe Event: For youngsters to adults, we provide paper/chalk for artist to enter art contest free of charge; awards/cash given to winners; youth art exhibits and activities; live music, dance, entertainment, craft vendors; Ethnic food, dress, groups Free.
(Please attached any additional information such as a flyer, brochure or anything else that is pertinent to your event)

Do you have any special requests? (i.e. road closures, electrical, extra trash needs, special cleaning or stocking of bathrooms, etc):
Road closures as noted above. Possible connection to electricity. Trash, Barriades, Stock restrooms.

Event Participants: ~~2000~~ 170 Expected Attendance: 2000 # of Vehicles: 200

Are you planning on having food? ☒ Yes ☐ No Type of food: Ethnic Food Trucks; Temporary Food Vendors; Some local restaurants.

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

Do you intend to set up tents? ☒ Yes ☐ No If yes, then how big, how many and where? 10x10 pop up canopy on street
(a special tent permit may be required)
One Kids Crafts tent (14x24x20) these at City Hall Park (South Lake Kiwanis)

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

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

Ronald Smart 12/10/15
Applicant Signature EXEC. DIRECTOR Date
CDP

Rules received and read (initial): RSS

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

Payments and Reservations:

The event application form accompanied by total estimated fees, event deposit and appropriate insurance and waivers, must be signed by the applicant and approved by the Parks and Recreation Department before a reservation can be guaranteed. Applications and fees should be received no later than 14 calendar days prior to required use. Please drop off or mail these forms with payment to the City of Clermont Recreation Department located at Clermont Arts & Recreation Center, 3700 S. Highway 27, Clermont, FL 34711. Please remember your request will not be reserved until all required fees are paid. Payment may be made in the form of cash, Money Orders, or Check payable to the **City of Clermont**.

Hold Harmless/Insurance Agreement:

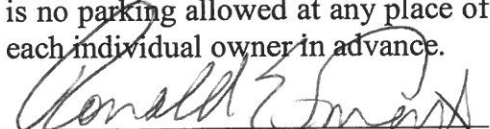
The user will indemnify and hold harmless the City of Clermont from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of, or resulting from the occupancy of the Park by the User, its agents, servants, invitees, and guests under this license.

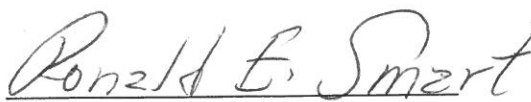
The user will take all reasonable precautions for the safety of, and will provide reasonable protection to prevent damage, injury, or loss to all persons and property in the Park.

The User will comply with all laws, ordinances, regulations, or other orders regarding the safety of persons or property, or their protection from damage, injury or loss.

The applicant shall supply, when required, a Certificate of Insurance reflecting minimum coverage \$1,000,000 Comprehensive General Liability Insurance, without deductibles, per occurrence. The City of Clermont shall be named as an additional insured, which shall be noted on the Certificate of Insurance. The Certificate shall indicate that the applicant's insurance policy shall not be cancelled without thirty days prior written notice to the City of Clermont.

The undersigned agrees to abide by the regulations governing the said facility and is responsible for charges incurred and must supply the Certificate of Insurance to the City of Clermont no later than fourteen (14) calendar days prior to the Program/Event Date. Also, the undersigned agrees to be responsible for damage to facilities and conduct of persons in the program and/or event. Parking is permitted only in designated areas of the park. There is no parking allowed at any place of business or residence near the park unless written permission is granted by each individual owner in advance.


Applicant Name


Applicant Signature

12/10/15
Date

DEPARTMENT USE ONLY

(To be filled out by City of Clermont Staff)

Application Fee \$ _____ Rental Fee/s \$ _____ Security Deposit Fee \$ _____ Check # _____

Total Estimated Fees and Deposit Required at Booking: \$ _____ Date _____

Total Estimated Rental Fees Due Before Event: \$ _____ Date _____

Rental Fees Received: \$ _____ Date: _____ Receipt # _____

Key #/Code Issued with Date: _____ Date Key Returned: _____

Condition of Facilities at completion of event: _____

Amount of Refund Issued: _____ Date Refund Issued: _____

Special Notes: _____



CITY OF CLERMONT Fee Variance Request Form

Date of Application: 12/10/15 Name of Event: Youth Art & Culture Fest & Sidewalk Chalk Art Contest
Date (s) of Event: Apr. 2, 2016 Location of Event: HISTORIC DOWNTOWN CLERMONT
W. MONTROSE STREET
Event Times: From: 9 am/pm To: 4 am/pm
Name of Organization/Renter: CLERMONT DOWNTOWN PARTNERSHIP
Check Type of Organization: ☒ Not for Profit ☐ For Profit ☐ Commercial ☐ Individual ☐ Government
Physical Location of Group requesting Rental: 501-6 ☒ City of Clermont ☐ Lake County (other than Clermont) ☐ Outside of Area
Contact Name: Ron Smart Email: info@clermontdowntown
Day Phone: (352) 247.4640 Cell Phone: (405) 204.0839
Address: PO Box 120734 (620 W. Montrose) City: Clermont State: FL Zip: 34712-0734
Event Description: Culture Festival for young people; Free; Music, dance, dress, art, crafts, food (ethnic Food Trucks + temporary food vendors); 10th Annual Sidewalk Chalk Art Contest, FREE
Describe your item/s to be considered for fee variance (Must be specific): Event Application Fees, Clermont Police (if deemed necessary)

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

Ron Smart 12/10/15
Applicant Signature Date

FOR CITY STAFF USE ONLY

- ☐ \$2,500 or less APPROVAL BY CLERMONT CITY MANAGER
☐ \$2,501 or more APPROVAL BY CLERMONT CITY COUNCIL

The foregoing application has been reviewed and REQUEST FOR FEE VARIANCE IS:

☐ GRANTED

☐ GRANTED AS AMENDED: _____

☐ DENIED

City Manager Signature

Date

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



CITY OF CLERMONT Alcohol Request Form

Date of Application: 1/13/2016 Name of Event: Sidewalk Chalk Art Contest & Youth Art/Culture Fest
Date (s) of Event: Apr. 2, 2016 Location of Event: HISTORIC DOWNTOWN CLERMONT
Event Times: From: 9:00 am/pm To: 3:00 am/pm
Name of Organization/Renter: Clermont Downtown Partnership Inc
Check Type of Organization: ☒ Not for Profit ☐ For Profit ☐ Commercial ☐ Individual ☐ Government
Contact Name: Ron Smart Email: info@clermontdowntownpartnership.com
Day Phone: (352) 247-4640 Cell Phone: (405) 204-0839
Address: PO Box 120734 / 620 W. Montrose City: Clermont State: FL Zip: 34712-0734
Event Description: 10th Annual Sidewalk Chalk Art Contest - free to all ages. Exhibitors on the street in 10x10 booth spaces/canopy tent; art, music, cultural exhibits, food, dance. Free event to the public.
What do you plan on serving? ☒ Beer ☒ Wine/Champagne (check all that apply) ☒ Other *We will not have any alcohol providers on the street
Request to serve Spirits requires approval by City Council and will require additional time for approval.
What is your beverage containment area? Outside event attach diagram, Inside event list room/s: Beer/Wine only - and from downtown licensed providers/brick & mortar businesses. Our request is for the City to allow guests to purchase adult beverage inside these businesses for consuming on the street within the barricaded event area.
Who is your licensed beverage caterer? we will not bring in any alcohol. Providers will be downtown licensed beer/wine businesses
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.
Applicant Signature: Ron Smart Date: 1/13/2016

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

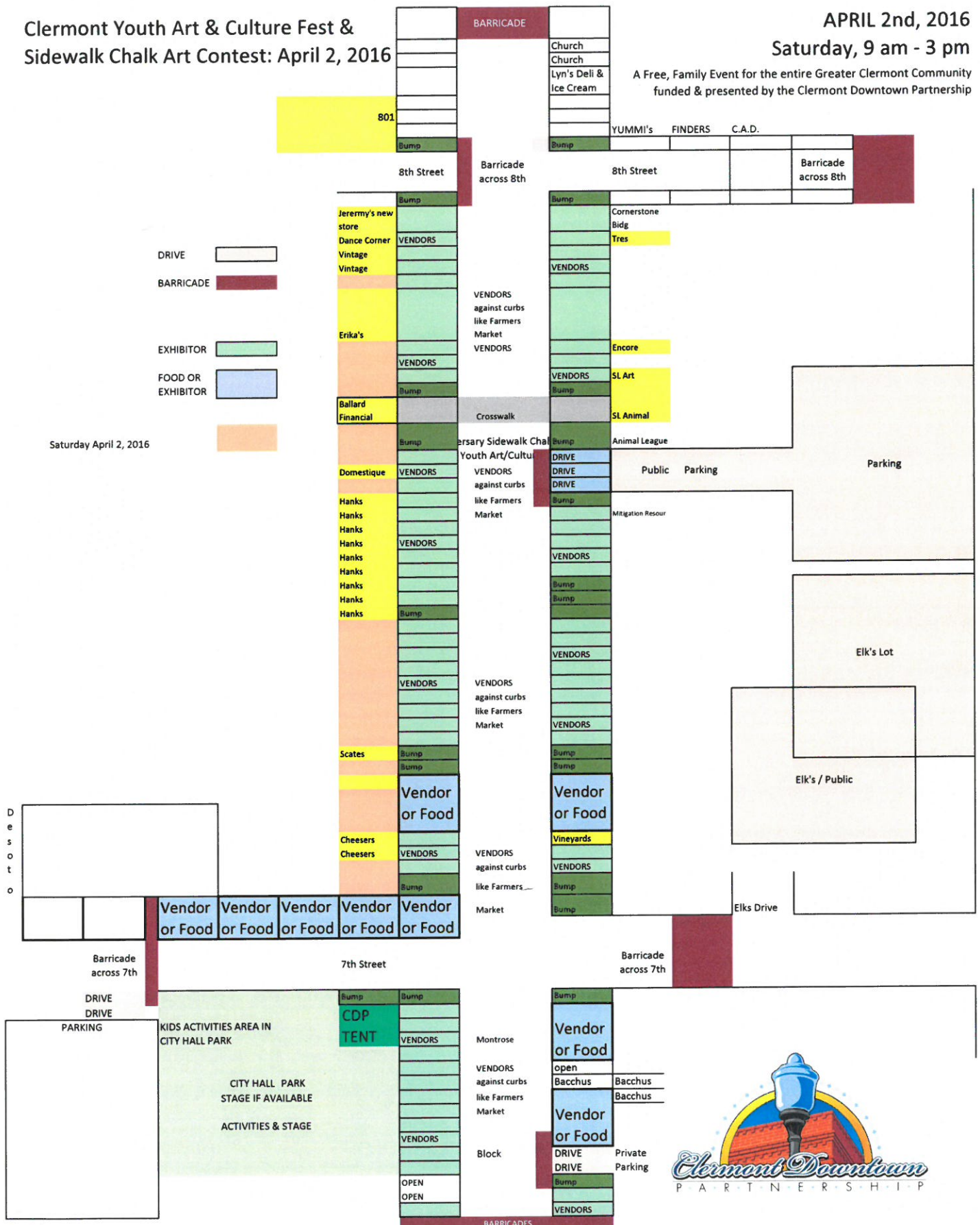
DATE

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

Clermont Youth Art & Culture Fest &
Sidewalk Chalk Art Contest: April 2, 2016

APRIL 2nd, 2016
Saturday, 9 am - 3 pm

A Free, Family Event for the entire Greater Clermont Community
funded & presented by the Clermont Downtown Partnership





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, January 26, 2016			
Agenda Item Name			
Event Request			
Requested Action			
Move to approve events with fee variance and open container.			
Staff Report			
This is a request from Sommer Sports to the City of Clermont to approve events of the 2016 season at Waterfront Park with a fee waiver for event space usage and open container within the contained areas.			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	2016 Sommer Sports Council Packet	2016 Sommer Sports Council Packet.pdf	



January 12, 2016

City of Clermont
Darren Gray
City Manager
685 W. Montrose Street
Clermont, FL 34711

RE: Request to be placed on January 26, 2016 City Council Agenda

Dear Mr. Gray:

TriAmerica Foundation, Inc. and Sommer Sports, Inc. respectfully request to be placed on the agenda for the City Council Meeting scheduled for January 26, 2016. At that time we will seek approval for the following:

- 1) That the City Council approves the dates for the events listed in Appendix A.
- 2) That the facility and park rental fees be waived for the Sommer Sports managed events as outlined in Appendix A.
- 3) That fire/tent inspection fees will be waived for events listed in Appendix A
- 4) That the Clermont Police Department provides at no charge, a police liaison to work with Sommer Sports in scheduling officers to work at events as listed in Appendix A.
- 5) That the City of Clermont would provide sponsorship in the amount of \$15,000 to help cover the costs incurred by Sommer Sports of paying police officers to work events listed in Appendix A.

In return for the assistance and support as outlined above, the City of Clermont will be designated an official sponsor of all events listed in Appendix A. As an official sponsor, the City of Clermont will receive the sponsorship benefits outlined in Appendix B.

As we kick off our 33rd year of Clermont Triathlons, we look forward to working with the City of Clermont to produce outstanding community events that attract local, national and international participation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Fred Sommer', is written over a light blue horizontal line.

Fred Sommer
President

Appendix A - 2015 SOMMER SPORTS CLERMONT EVENTS

February 13

Tails & Trails 5K/10K

Lake Hiawatha Preserve, Clermont, FL

7:30am Start

March 19

32nd Annual Florida Challenge Triathlon

Long Course: 1.2 mile Swim – 56 mile Bike – 13.1 mile run

Sprint Course: 440 yard Swim – 8 mile Bike – 3 mile Run

Clermont Waterfront Park, Clermont, FL

7:15am Start

March 20

33rd Annual Great Clermont Triathlon Festival

Clermont Waterfront Park, Clermont, FL

Intermediate Distance – 1.5K Swim - 40K Bike - 10K Run

7:30am Start

April 23

Earth Day 12K

Clermont Waterfront Park, Clermont, FL

7:00am Start

April 23

Tri City USA Swim/Bike/Run Swap Meet

Clermont Waterfront Park, Clermont, FL

2:00pm – 5:00pm

April 23

Lake Minneola Sunset Sprint Triathlon

Sprint Course: 440 yard Swim – 8 mile Bike – 3 mile Run

Lake Minneola Sunset 5K

Clermont Waterfront Park, Clermont, FL

6:30pm Start

April 24

Run Around the Lake Half Marathon & 5K

Clermont Waterfront Park, Clermont, FL

7:00am Start

April 30

Blueberry 5K

Southern Hill Farms, Clermont, FL

7:30am Start

May 8

Girlz on Fire Women's Triathlon

Girlz on Fire 5K

Clermont Waterfront Park, Clermont, FL

Sprint Course: .5 Swim – 12.4 mile Bike – 3.1 mile Run

Super Fun Sprint Course: 440 yard Swim – 8 mile Bike – 2 mile Run

June 4

Under the Sea

31st Annual Central Florida Triathlon Series #1

and Cool Summer Mornings 5K

Clermont Waterfront Park, Clermont, FL

Sprint Course: 440 yard Swim – 10 mile Bike – 3 mile Run

Cool Summer Mornings 5K

July 9

First Responder

31st Annual Central Florida Triathlon Series #2

Cool Summer Mornings 5K

Clermont Waterfront Park, Clermont, FL

Sprint Course: 440 yard Swim – 10 mile Bike – 3 mile Run

Cool Summer Mornings 5K

August 13

60s Flower Power

31st Annual Central Florida Triathlon Series #3

Cool Summer Mornings 5K

Clermont Waterfront Park, Clermont, FL

Sprint Course: 440 yard Swim – 10 mile Bike – 3 mile Run

Cool Summer Mornings 5K

September 10
Pirate/Beach

31st Annual Central Florida Triathlon Series #4
Cool Summer Mornings 5K

Clermont Waterfront Park, Clermont, FL

Sprint Course: 440 yard Swim – 10 mile Bike – 3 mile Run

Cool Summer Mornings 5K

October 22

Great Floridian Endurance Festival

Clermont Waterfront Park, Clermont, FL

Great Floridian Triathlon XXVI: 2.4 mile Swim – 112 mile
Bike – 26.2 mile Run

Aqua Bike: 2.4 mile Swim – 112 mile Bike; .8 Swim – 37 Bike

1/3 GFT: .8 Swim – 37 Bike – 8.7 Run

1.2 & 2.4 Mile Open Water Swims

7:30am Start

October 29

Nightmare on the Clermont Trails 5K

Downtown Clermont, FL

7:00pm Start

* APPENDIX B *

As an **Official Sponsor of Sommer Sports 2016 Clermont Events**, the City of Clermont, Florida will be an integral part of each race including prominent inclusion in all marketing efforts and race promotion including, but not limited to;

- Recognized as Official Sponsor of all Sommer Sports Clermont events, including;

February 13 Tails & Trails 5K & 10k, Clermont, FL

March 19 32nd Annual Florida Challenge Triathlon, Clermont, FL

March 20 33rd Annual Great Clermont Triathlon, Clermont, FL

April 23rd Earth Day 12K, Lake Minneola Sunset Triathlon, Clermont, FL

April 24, Clermont Run Around the Lake 5K & Half Marathon Clermont, FL

May 8 Girlz on Fire Triathlon, Clermont FL

June 4 31st Annual Central Florida Triathlon Series Race & Cool Summer Mornings 5K, Clermont, FL

July 09 31st Annual Central Florida Triathlon Series Race & Cool Summer Mornings 5K, Clermont, FL

August 13 31st Annual Central Florida Triathlon Series Race & Cool Summer Mornings 5K, Clermont, FL

September 10 31st Annual Central Florida Triathlon Series Race & Cool Summer Mornings 5K, Clermont, FL

October 24 26th Annual Great Floridian Triathlon Festival, Clermont, FL

- City of Clermont's logo will appear on marketing materials and ad buys made by Sommer Sports for Clermont event advertising in 2016.
- Logo on selected official event banners and signage.
- Social media promotion via Facebook, Twitter, etc.
- Logo prominently displayed on the back of all participant and volunteer t-shirts.
- Complimentary 10X10 display space (booth or tent) within the Sponsor designated area for promotion at each event expo during each race.
- Logo on the Sommer Sports website along with a hot link to the City's website.
- Repeated P.A. announcements at each event recognizing the City of Clermont as an "Official Sponsor".
- Opportunity to place promotional materials in all athlete race packets.
- One page advertisement in SS 2016 Season Event guide.
- One page advertisement in the Great Floridian XXV Commemorative Program.
- Logo on all Clermont event brochures produced in 2016.

As an **Official Sponsor of Sommer Sports Clermont Events**, the City of Clermont will receive;

- Five (5) complimentary entries into each of the events listed above. Additional entries available on request for promotional use.
- City of Clermont Employees and Family Members will receive a 10% discount on all 2016 Sommer Sports Clermont Events.

In addition to the above offerings, Sommer Sports agrees to the following;

- Loan available Sommer Sports owned equipment (i.e. barricades, tents, coolers, etc.) for use at City of Clermont owned events at no charge to the city.
- Donate timing and finish line services for one 5K run/walk event in 2016 to benefit the Clermont Parks & Rec Department or similar cause.



**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: Jan. 6th 2016 Name of Event: Tails & Trails 5k/10k

Date(s) of Request: Feb. 12 + 13th Actual Event Hours Start: 5:30am End: 12:00pm
(All events must end no later than 10pm)

Set Up Hours Start: 2pm End: 9pm Breakdown Hours Start: 9:30A End: 12:00pm

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): Lake Hawthorn Preserve

Name of Organization/Renter: TriAmerica Foundation Inc.

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 #: 30-4612557 Website: www.SommerSports.com

Renter Name: Cheryl Collison Email: Cheryl@SommerSports.com

Day Phone: 392 394 1320 ^{x104} Cell Phone: 352 536 5775 Other Phone/Fax: 352 394 1702

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

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

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

Event Participants: 300 Expected Attendance: 300 # of Vehicles: 250

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

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

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

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

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

Applicant Signature

Date

Rules received and read (initial)



**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: Jan. 6th 2016 Name of Event: 32nd Annual Florida Challenge Triathlon

Date(s) of Request: March 16th - March 20th Actual Event Hours Start: 5:30 AM End: 6 pm
(All events must end no later than 10pm)

Set Up Hours Start: 8 am End: 6 pm Breakdown Hours Start: 4 pm End: 11 pm

Please check section/s of the park being requested:

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

Name of Organization/Renter: Triamerica Foundation Inc.

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 #: 30-4612557 Website: www.SommerSports.com

Renter Name: Cheryl Collison Email: Cheryl@SommerSports.com

Day Phone: 392 394 1320 ^{x104} Cell Phone: 352 536 5775 Other Phone/Fax: 352 394 1702

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

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

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

Event Participants: 500 Expected Attendance: 500 # of Vehicles: 400

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

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

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

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

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

[Signature]
Applicant Signature

1/6/16
Date

Rules received and read (initial) [Signature]



**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: Jan. 6th 2016 Name of Event: 33rd Annual Great Clermont Triathlon

Date(s) of Request: 3/16 - 3/20 Actual Event Hours Start: 530 A End: 4pm
(All events must end no later than 10pm)

Set Up Hours Start: 8am End: 6pm Breakdown Hours Start: 4pm End: 11pm

Please check section/s of the park being requested:

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

Name of Organization/Renter: Triamerica Foundation Inc.

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 #: 30-4612557 Website: www.SommerSports.com

Renter Name: Cheryl Collison Email: Cheryl@SommerSports.com

Day Phone: 352 394 1320 ^{x104} Cell Phone: 352 536 5775 Other Phone/Fax: 352 394 1702

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

Secondary Contact: Fred Sommer Phone#: 352-394-1320 / 352-630-2942

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

Event Participants: 500 Expected Attendance: 500 # of Vehicles: 400

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

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

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

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

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

Applicant Signature

Date

Rules received and read (initial)



**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: Jan. 6th 2016 Name of Event: Earth Day 12K

Date(s) of Request: 4/20-4/23 Actual Event Hours Start: 5:30a End: 2pm
(All events must end no later than 10pm)

Set Up Hours Start: 8a End: 6p Breakdown Hours Start: 12pm End: 5pm

Please check section/s of the park being requested:

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

Name of Organization/Renter: Triamerica Foundation Inc.

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 #: 30-4612557 Website: www.SommerSports.com

Renter Name: Cheryl Collison Email: Cheryl@SommerSports.com

Day Phone: 352 394 1320 ^{x104} Cell Phone: 352 536 5775 Other Phone/Fax: 352 394 1702

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

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

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

Event Participants: 300 Expected Attendance: 300 # of Vehicles: 200

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

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

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

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

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

[Signature]
Applicant Signature

1/6/16
Date

Rules received and read (initial) [Signature]



**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: Jan. 6th 2016 Name of Event: Lake Minneda Sunset Triathlon 75K

Date(s) of Request: 4/20 - 4/23 Actual Event Hours Start: 5pm End: 10pm
(All events must end no later than 10pm)

Set Up Hours Start: 8A End: 6P Breakdown Hours Start: 9pm End: 12:00pm

Please check section/s of the park being requested:

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

Name of Organization/Renter: Triamerica Foundation Inc.

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 #: 36-4612557 Website: www.SommerSports.com

Renter Name: Cheryl Collison Email: Cheryl@SommerSports.com

Day Phone: 352 394 1320 x104 Cell Phone: 352 536 5775 Other Phone/Fax: 352 394 1702

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

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

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

Event Participants: 200 Expected Attendance: 200 # of Vehicles: 150

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

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

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

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

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

Applicant Signature

Date

Rules received and read (initial)



**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: Jan. 6th 2016 Name of Event: Run around Lake Minneola Half 5K

Date(s) of Request: 4/20-4/24 Actual Event Hours Start: 530A End: 2pm
(All events must end no later than 10pm)

Set Up Hours Start: 8A End: 4P Breakdown Hours Start: 12pm End: 5pm

Please check section/s of the park being requested:

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

Name of Organization/Renter: Triamerica Foundation Inc.

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 #: 36-4612557 Website: www.SommerSports.com

Renter Name: Cheryl Collison Email: Cheryl@SommerSports.com

Day Phone: 392 394 1320 ^{x104} Cell Phone: 352 536 5775 Other Phone/Fax: 352 394 1702

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

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

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

Event Participants: 500 Expected Attendance: 500 # of Vehicles: 400

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

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

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

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

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

Applicant Signature

Date

Rules received and read (initial)



**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: Jan. 6th 2016 Name of Event: Girlz on Fire Tri & 5K

Date(s) of Request: 5/4-5/8 Actual Event Hours Start: 530A End: 1100A
(All events must end no later than 10pm)

Set Up Hours Start: 8A End: 6p Breakdown Hours Start: 12p End: 5p

Please check section/s of the park being requested:

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

Name of Organization/Renter: Triamerica Foundation Inc.

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 #: 30-4612557 Website: www.SommerSports.com

Renter Name: Cheryl Collison Email: Cheryl@SommerSports.com

Day Phone: 352 394 1320 ^{x104} Cell Phone: 352 536 5775 Other Phone/Fax: 352 394 1702

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

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

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

Event Participants: 500 Expected Attendance: 500 # of Vehicles: 400

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

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

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

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

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

Applicant Signature

Date

Rules received and read (initial)



**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: Jan. 6th 2016 Name of Event: 31st Annual Central Fl Tri Series #1

Date(s) of Request: 6/1 - 6/4 Actual Event Hours Start: 530A End: 11A
(All events must end no later than 10pm)

Set Up Hours Start: 8A End: 6P Breakdown Hours Start: 10A End: 6P

Please check section/s of the park being requested:

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

Name of Organization/Renter: Triamerica Foundation Inc.

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 #: 36-4612557 Website: www.SommerSports.com

Renter Name: Cheryl Collison Email: Cheryl@SommerSports.com

Day Phone: 392 394 1320 ^{x104} Cell Phone: 352 536 5775 Other Phone/Fax: 352 394 1702

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

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

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

Event Participants: 1500 Expected Attendance: 1500 # of Vehicles: 1400

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

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

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

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

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

[Signature]
Applicant Signature

1/6/16
Date

Rules received and read (initial) [Signature]



**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: Jan. 6th 2016 Name of Event: 31st Annual CTR #2

Date(s) of Request: 7/6-7/9 Actual Event Hours Start: 5:00 A End: 11:00 A
(All events must end no later than 10pm)

Set Up Hours Start: 8A End: 6P Breakdown Hours Start: 10A End: 6P

Please check section/s of the park being requested:

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

Name of Organization/Renter: Triamerica Foundation Inc.

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 #: 30-4612557 Website: www.SommerSports.com

Renter Name: Cheryl Collison Email: Cheryl@SommerSports.com

Day Phone: 392 394 1320 ^{x104} Cell Phone: 352 536 5775 Other Phone/Fax: 352 394 1702

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

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

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

Event Participants: 1500 Expected Attendance: 1500 # of Vehicles: 1400

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

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

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

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

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

Applicant Signature

Date

Rules received and read (initial)



**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: Jan. 6th 2016 Name of Event: 31st Annual CRT #3

Date(s) of Request: 8/10 - 8/13 Actual Event Hours Start: 530A End: 1100A
(All events must end no later than 10pm)

Set Up Hours Start: 8A End: 6p Breakdown Hours Start: 10A End: 6p

Please check section/s of the park being requested:

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

Name of Organization/Renter: Triamerica Foundation Inc.

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 #: 36-4612557 Website: www.SommerSports.com

Renter Name: Cheryl Collison Email: Cheryl@SommerSports.com

Day Phone: 352 394 1320 ^{x104} Cell Phone: 352 536 5775 Other Phone/Fax: 352 394 1702

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

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

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

Event Participants: 1500 Expected Attendance: 1500 # of Vehicles: 1400

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

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

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

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

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

[Signature]
Applicant Signature

1/6/16
Date

Rules received and read (initial) [Signature]



**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: Jan. 6th 2016 Name of Event: 31st Annual CFT #4
Date(s) of Request: 9/7 - 9/10 Actual Event Hours Start: 530 A End: 1100 A
(All events must end no later than 10pm)
Set Up Hours Start: 8A End: 6p Breakdown Hours Start: 10A End: 6p

Please check section/s of the park being requested:

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

Name of Organization/Renter: Triamerica Foundation Inc.

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 #: 36-4612557 Website: www.SommerSports.com

Renter Name: Cheryl Collison Email: Cheryl@SommerSports.com

Day Phone: 392 394 1320 ^{x104} Cell Phone: 352 536 5775 Other Phone/Fax: 352 394 1702

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

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

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

Event Participants: 1500 Expected Attendance: 1500 # of Vehicles: 1400

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

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

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

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

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

[Signature]
Applicant Signature

1/6/16
Date

[Signature]
Rules received and read (initial)



**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: Jan. 6th 2016 Name of Event: Great Floridian Triathlon XVI

Date(s) of Request: 10/17-10/23 Actual Event Hours Start: 5:30 AM End: 1:00 AM
(All events must end no later than 10pm)

Set Up Hours Start: 7A End: 6P Breakdown Hours Start: 10:00 AM End: 1:00 PM

Please check section/s of the park being requested:

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

Name of Organization/Renter: TriAmerica Foundation Inc.

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 #: 30-4612557 Website: www.SommerSports.com

Renter Name: Cheryl Collison Email: Cheryl@SommerSports.com

Day Phone: 392 394 1320 ^{x104} Cell Phone: 352 536 5775 Other Phone/Fax: 352 394 1702

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

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

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

Event Participants: 1,000 Expected Attendance: 1,000 # of Vehicles: 900

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

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

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

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

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

Applicant Signature

Date

Rules received and read (initial)



**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: Jan. 6th 2016 Name of Event: Nightmare on Clermont Trails 5K

Date(s) of Request: 10/28 - 10/29 Actual Event Hours Start: 2pm End: 10pm
(All events must end no later than 10pm)

Set Up Hours Start: 8A End: 6pm Breakdown Hours Start: 9pm End: 12:00 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): TBD

Name of Organization/Renter: Triamerica Foundation Inc.

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 #: 36-4612557 Website: www.SommerSports.com

Renter Name: Cheryl Collison Email: Cheryl@SommerSports.com

Day Phone: 392 394 1320 x104 Cell Phone: 352 536 5775 Other Phone/Fax: 352 394 1702

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

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

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

Event Participants: 800 Expected Attendance: 800 # of Vehicles: 750

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

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

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

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

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

[Signature]
Applicant Signature

1/6/16
Date

[Signature]
Rules received and read (initial)

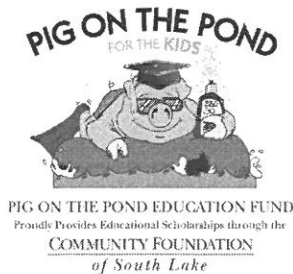


CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, January 26, 2016			
Agenda Item Name			
Event Request			
Requested Action			
Move to approve Pig On the Pond Event request.			
Staff Report			
This is a request from Pig On the Pond to the City of Clermont to approve the event on March 11, 12, 13 2016 at Waterfront Park. Pig on the Pond Inc. has also requested that open containers be permitted at Waterfront Park in the approved Beverage Area (see map for details). Pig on the Pond has agreed to hire the appropriate number of off duty Clermont Police Officers for the alcohol area as required by the Clermont Police Department. The organization is also requesting a section of the trail be closed as indicated on the map during the course of their event. The organization also requests fee waivers for the use of Waterfront Park from March 7- 14 as well as all tent fees be waived. Please see attached detail form outlining the tents. The organization would also like to request to have signage placed within the city limits. Please see attached locations.			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	2016 Pig On the Pond Council Packet	2016 Pig on the Pond Council packet.pdf	



Pig on the Pond, Inc.
PO Box 121543 Clermont, FL 34712
Phone: 407-625-3818 Fax: 407-982-7218
Email: info@pigonthepond.org
www.pigonthepond.org

January 1, 2016

Mr. Darren Gray
Clermont City Manager
P.O. Box 120219
Clermont, FL 34712

Dear Darren;

We greatly appreciate the generous cooperation of the City of Clermont in making Pig on the Pond "For the Kids" a success. **Without your support, our event would not be possible.**

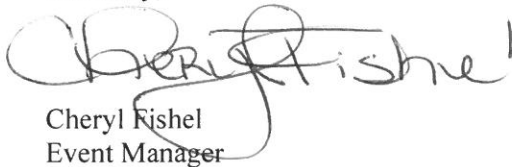
Pig on the Pond, Inc. would like to request to be put on the City Council agenda to gain permission for the use of the Waterfront Park, along with the highlander hut and pavilion. We are also requesting permission to use the parking area formerly owned by Bell Ceramics for the 18th Annual Event scheduled for March 11th, 12th & 13th, 2016.

We would like the City to again provide us with Police Officers for the event and Clermont Fire Department to be on-site. In the past, the City has provided barricades for city streets, and public works employees to assist with set up and clean up along with garbage collection. Pig on the Pond would like to offer the City of Clermont a Presenting sponsorship packet for \$30,000. Please see the attached benefits packet.

All proceeds from this event go to scholarships and educational programs benefiting residents in the South Lake County community.

Thank you for your assistance in this matter. If you have questions, please feel free to contact me 407-625-3818. Representatives of Pig on the Pond, Inc. will be in attendance at the council meeting to answer any questions.

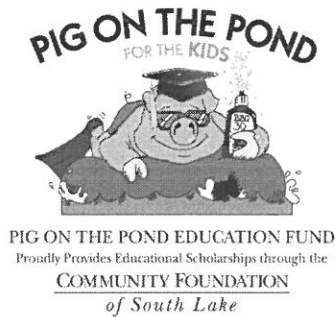
Sincerely,



Cheryl Fishel
Event Manager

Mission Statement

Provide scholarships and educational support to our local students positioning them to lead successful and impactful lives in their chosen communities.



18th Annual Pig on the Pond Partnership Package

Presenting Partner

As a Presenting Partner of Pig on the Pond “For the Kids” the City of Clermont, along with News 13 will be provided with an extensive list of benefits designed to serve as a platform to achieve your marketing and communications objectives. An overview of the rights you can receive is outlined below and other promotional ideas can be developed for this list.

Extensive On-site Presence

Prime Booth Space for Exhibits or Sales - 30'x30' includes Tent Tables and Chairs

Advertising - ALL ADVERTISING WILL LIST YOU AS PRESENTING PARTNER. YOUR LOGO WILL BE ON THE TOP AND LARGER THEN OTHER PARTNERS OF THE EVENT.

Logo on front cover of the event program – distribution 40,000

Logo on event commercial

½ ad in the event program

Logo on all event ads

Logo on home page - www.pigonthepond.org. Link to your website

Signage

Logo on all event signs and banners

Primary Signage on the event pavilion and event sitting tents (Sponsor to supply a maximum 8' Banners)

Banner presence on event barricades

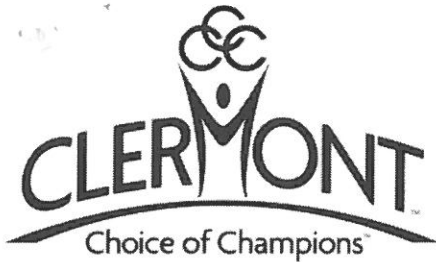
Event Tickets

55 Entries for the 5K Rib Run for Education

80 Entry Tickets

20 Meal Tickets

20 Carnival Passes



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: 1/1/16 Name of Event: Pig on the Pond
Date(s) of Request: 3/11, 3/12, 3/13, 2016 Actual Event Hours Start: Fri 3/11 5pm-10pm Sat 3/12 10AM-10pm End: 6pm
(All events must end no later than 10pm)
Set Up Hours Start: 6 AM End: 10 pm Breakdown Hours Start: 7 AM End: 7 pm
314

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: Pig on the Pond, Inc.

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

Tax Exempt: ☒ Yes ☐ No If Yes, you must provide your Tax Exempt # 54-2079731

Federal ID #/Drivers License #: 54-2079731 Website: Pigonthepond.org

Renter Name: Cheryl Fisher Email: Pigonthepond@earthlink.net

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

Address: PO Box 121543 City: Clermont State: FL Zip: 34712

Secondary Contact: Tracy Leighton Phone#: _____

Briefly Describe Event (including fees to be charged if any): BBQ & Community Event to
raise funds for Scholarship Programs.

Event Participants: 200 Expected Attendance: 30,000 # of Vehicles: 200+ onsite

Are you planning on having food? ☒ Yes ☐ No Type of food: all \$5.00 adults

Are you planning on selling food? ☒ Yes ☐ No Will you have an admission fee? ☒ Yes ☐ No If yes, how much: \$3.00 kids
2-6

Do you intend to set up tents? ☒ Yes ☐ No If yes, then how big, how many and where? See attached
A special tent permit may be required

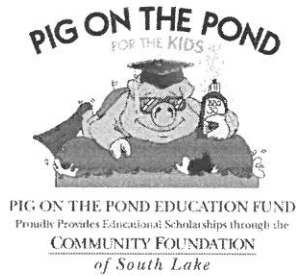
Please attach a proposed layout showing your event including parking, tents, event items, etc.

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.

Cheryl Fisher
Applicant Signature

1/1/16
Date

Rules received and read (initial): CF



Pig on the Pond, Inc.
PO Box 121543 Clermont, FL 34712
Phone: 352-516-5897 Fax: 407-982-7218
Email: info@pigonthepond.org
www.pigonthepond.org

January 1, 2016

Mr. David VanDever
Public Works
City of Clermont

Dear David,

This letter is in preparation for the items needed from the City for the 18th annual "Pig on the Pond" held at the Waterfront Park on March 11th, 12th and 13th, 2016

- Garbage Cans with can liners (please let me know how many you have available)
- Barricades for city streets (locations to be provided by 3/1)
- Unload Pig on the Pond shed (located on City property) on 3/7 at 8:30 AM
- Water lines need to be checked and repaired by 3/7
- Walkthrough on 3/1 at 11:00 AM
- Remove the cement poles at the end of 4th street
- Place no parking and tow away signs in the areas surrounding the park out to Osceola Street and East Ave.
- Provide a drum for the hot coals
- Unlock the power box for the carnival
- Unlock the cable wires to allow for driving on the grass
- Prune the trees on 2nd street in between Carroll St. and Orange Ave.
- Provide employees to collect the garbage on Friday, March 11th, 5 PM – 11 PM, Saturday, March 12th, from 8 AM – 11 PM and Sunday March 13th from 11 AM – 7 PM,
- Provide us with 10 orange cones
- Provide 2 bleachers for the pig racing event
- Provide a crew to assist with teardown and clean up of the event.

I believe I have covered everything we need. Thanks again for all your help.

Cheryl Fishel
Event Manager
cc: Darren Gray

To: City of Clermont

From: Cheryl Fishel, Event Manager
Pig on the Pond "For the Kids"

Subject: Waive Permits for the following tents

We are requesting the City of Clermont waive the Permit fees for the following tents to be used at Pig on the Pond "For the Kids" on March 11th, 12th and March 13th, 2016

Pig on the Pond Event – Rentals

1-40x40 tent

2-30x40 tents

1-10x40 tent

1-20x30 tent

2- 10x100 tent

4-30x30 tents

10-20x20 tents

5-10x20 tents

16-10x10 tents

Thank you for your consideration



Pig on the Pond, Inc.
 PO Box 121543 Clermont, FL 34712
 Phone: 352-516-5897 Fax: 407-982-7218
 Email: info@pigonthepond.org
www.pigonthepond.org

January 13, 2016

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

Re: Pig on the Pond Signage Permits

Dear Darren,

The following are the locations and the dates for the Pig on the Pond event signs for the City of Clermont Permits.

February 12, 2016

Event Signs 4' X 4' Verbiage – Pig on the Pond – March 11th, 12th & 13th – Waterfront Park, Clermont – www.pigonthepond.org with sponsor logos

- 1 NE Corner of Steve's Road and Citrus Tower
- 1 SE Corner of Steve's Road and Citrus Tower
- 1 Hwy 50 & Cut Road at Clermont Water Tower
- 2 Hwy 50 and 8th Street
- 1 Hwy 50 past 12th Street East – By Emerald Lakes
- 1 Hwy 50 past 12th Street West – By Emerald Lakes

March 11, 2016

Event Parking Signs 4' x 8' 8th Street – Church
 Corner of East and Pitt, Clermont Middle School
 2 - Hwy 27 north and south by the citrus tower

March 11 - 13, 2016

Event Signage Directional 18" x 24" Starting from Hwy 50, Turnpike to Hwy 50 12th Street, every ½ mile
 1 mile north and South on Hwy 27 from the intersection of Hwy 50 and Hwy 27 - Shuttle signs in Downtown Clermont

March 1 – March 13, 2016

Police Electric Sign Pig on the Pond – March 11th, 12th & 13th – Waterfront Park
 Location TBD

All signs will be taken down on Monday, March 14, 2016 by 5:00 PM. Thank you for your assistance in this matter. I look forward to working with you on this community event. If you have questions, please feel free to contact me at (407) 625-3818.

Sincerely

Cheryl Fishel
 Event Coordinator



CITY OF CLERMONT Fee Variance Request Form

Date of Application: 1/1/16 Name of Event: Pig on the Pond

Date (s) of Event: March 11, 12, 13, 2016 Location of Event: Waterfront Park, Clermont

Event Times: From: Fri 3/11 5pm - 10pm To: Sat 3/12 10am - 10pm
Sun 3/13 11am - 6pm

Name of Organization/Renter: Pig on the Pond, Inc.

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

Physical Location of Group requesting Rental: ☒ City of Clermont ☐ Lake County (other than Clermont) ☐ Outside of Area

Contact Name: Cheryl Fishel Email: Pigonthepond@earthlink.net

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

Address: PO Box 121543 City: Clermont State: FL Zip: 34712

Event Description: Community Event to raise funds for scholarship

Describe your item/s to be considered for fee variance (Must be specific): waterfront park and parking lots, Fire department on-site, public works employees to assist with setup and breakdown along with trash pickup, Clermont Police officers.

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

Cheryl Fishel
Applicant Signature

1/1/16
Date

FOR CITY STAFF USE ONLY

- ☐ \$2,500 or less APPROVAL BY CLERMONT CITY MANAGER
☐ \$2,501 or more APPROVAL BY CLERMONT CITY COUNCIL

The foregoing application has been reviewed and REQUEST FOR FEE VARIANCE IS:

☐ GRANTED

☐ GRANTED AS AMENDED: _____

☐ DENIED

City Manager Signature

Date

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



CITY OF CLERMONT Alcohol Request Form

Date of Application: 1/1/16 Name of Event: Pig on the Pond
Date (s) of Event: 3/11, 3/12, 3/13, 2016 Location of Event: Waterfront Park
Event Times: From: 3/11 - 5pm - 10pm am/pm To: 3/12 - 10am - 10pm am/pm
3/13 11am - 6pm
Name of Organization/Renter: Pig on the Pond, Inc.
Check Type of Organization: ☒ Not for Profit ☐ For Profit ☐ Commercial ☐ Individual ☐ Government
Contact Name: Cheryl Fishel Email: Pigonthepond@earthlink.net
Day Phone: (407) 625-3818 Cell Phone: (407) 625-3818
Address: Po Box 121543 City: Clermont State: FL Zip: 34717
Event Description: Community Event "For the Kids"

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

What is your beverage containment area? Outside event attach diagram, Inside event list room/s: See attached map

Who is your licensed beverage caterer? Bee P O' Brady's

I declare that all information herein is true and complete to the best of my knowledge.
I understand that approval of this request is NOT a grant of a liquor license.

Cheryl Fishel
Applicant Signature

1/1/16
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



Pig On The Pond 2016



200 100 0 200 Feet

1" = 200'





East Ave

East Ave

East Ave

East Ave

Clermont St

East Ave

Palm St

Oak St

Cypress Ridge Elementary School

Carroll St

2nd St

2nd St

Trail Closure

Waterfront Park

Orange Ave

Palm St

Orange Ave

Cedar St

3rd St

Taste of South Lake & Business Expo

Carroll St

4th St

Lake park splash pad

www.ThisIsClermont.com

State Trail (Lake Apopka Trail)

5th St

Cottage

Carroll St

Trail Closure



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 26, 2016		
Agenda Item Name		
Collective Bargaining Agreement		
Requested Action		
Move to approve collective bargaining agreement with the International Union of Police Associations AFL-CIO, Clermont Police Officers Local 6013 .		
Staff Report		
The collective bargaining agreement with the International Union of Police Associations AFL-CIO, Clermont Police Officers Local 6013 for the period of October 1, 2014 - September 30, 2017 is recommended for approval. The significant changes included in the proposed contract were discussed with the City Council on January 12.		
Additional Analysis		
Fiscal Impact Summary		
The contract financial changes are included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Police Officers Contract	Police Officers Contract - 01-13-16 (Clean) (2).docx	

Collective Bargaining Agreement

Between the

**International Union of Police Associations, AFL-CIO
Clermont Police Officers Local 6013**

And the

City of Clermont, Florida

October 1, 2014 through September 30, 2017

(Approved)

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Preamble

This agreement is entered into by and between the City of Clermont hereafter referred to as the “City” or “employer” and the International Union of Police Associations, AFL-CIO Clermont Police Officers Local 6013, hereafter referred to as the “Union.”

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

In this Agreement, the terms “Clermont,” and “the City,” refer to the employer, the City of Clermont and its Police Department. The terms “bargaining unit member,” “member,” or “employee,” refers to the sworn police officers employed by the City of Clermont in the classification of Police Officer and Sergeant.

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

Article 1

Recognition

- 1.1 The City hereby recognizes the International Union of Police Associations, AFL-CIO Clermont Police Officers Local 6013 as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours and other conditions of employment for those employees of the City of Clermont working within the certified bargaining unit, as established by order of the Florida Public Employees Relations Commission (PERC).

PROPOSED

Article 2

Prevailing and Management Rights

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

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

Article 3

Indemnification

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

Article 4

Non-Discrimination

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

Article 5

Administrative Investigations

- 5.1 Administrative investigations of bargaining unit members ("Law Enforcement Officers") will be conducted in accordance with Florida Statute 112.532, ET. seq., known as the Police Officers' Bill of Rights. Bargaining unit members will be required to read and sign their Law Enforcement Officers' Rights form and their Garrity Warning form prior to a formal investigative interview.
- 5.2 The parties have incorporated by reference the statutory bill of rights in this Agreement to enable them to elect to invoke the grievance-arbitration procedure to remedy any alleged denial of rights, and not to effect any change in substantive rights under the statute as repeated herein. An employee may pursue enforcement of these rights through arbitration or in the courts, but if the bargaining unit member chooses to enforce these rights in court, the City is not obligated to arbitrate over these same issues. Should the referenced Statute be amended by legislature or court action during the course of this Agreement, the amendments will be incorporated and applied without further negotiation by the parties to this Agreement.
- 5.3 No bargaining unit member shall be disciplined in any manner or otherwise discriminated against in regard to his/her employment or appointment, or be threatened with any such treatment, by reason of his/her exercise of the rights granted by the Police Officers' Bill of Rights.
- 5.4 If a bargaining unit member is the subject of an administrative investigation, she/he at the discretion of the Police Chief may be allowed to continue performing her/his regular duties or be reassigned to reasonable alternative departmental duty or placed on administrative leave with no loss of pay or benefits until such time as the investigation is completed and disciplinary action, if any, has been determined.
- 5.5 The investigation findings under this Article will be classified as follows:
 - A. Sustained – The allegations are supported by sufficient proof.
 - B. Not Sustained – The evidence is not sufficient to prove or disprove the allegation.
 - C. Unfounded – The allegation is false or otherwise not based on valid facts.
 - D. Exonerated – The incident or act occurred but was lawful.
- 5.6 A complete copy of the investigative report and supporting documentation will be provided to the bargaining unit member upon request and placed in the Police Department's Administrative Investigation file. The report summary and discipline, if any will be placed in the personnel file.

Article 6

Professional Standards and Disciplinary Action

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

- 6.4 If a bargaining unit member who is suspended pending final court disposition of criminal charges, is convicted or pleads guilty or nolo contendere to any criminal charge that disqualifies him/her from service as a police officer under Florida Statutes, s/he shall be terminated and shall not be entitled to any back pay or benefits.
- 6.5 If a bargaining unit member who is suspended pending final court disposition of criminal charges is convicted, pleads guilty or nolo contendere to or plea bargains to a misdemeanor offense that does not disqualify him/her under Florida Statutes, the bargaining unit member shall not be entitled to any back pay or benefits upon return to full duty and may be subject to further discipline imposed in accordance with this article.
- 6.6 If a bargaining unit member, who is suspended pending final court disposition of criminal charges, has been acquitted of all charges or has all charges dropped, he/she will be restored to full duty with all back pay and benefits, except for such discipline imposed against the bargaining unit member for violation of the City's Personnel Policy and/or departmental operating guidelines.
- 6.7 All disciplinary action taken toward non-probationary bargaining unit members is subject to grievance.
- 6.8 Bargaining unit members shall be required to observe and comply with written regulations governing their employment as set forth in Departmental procedures and such special and general orders and written communications issued by the Department or the City, including the City's Employee Handbook, to the extent that such rules or directives are not in conflict with this Agreement.
- 6.9 No disciplinary action will be taken for violation of a rule or regulation until at least forty-eight (48) hours after posting or distribution of the rule or regulation.
- 6.10 To the extent possible, supervisors shall document incidents, acts or behavior potentially leading to disciplinary action. Record keeping must identify dates, times and circumstances.
- 6.11 If disciplinary action is proposed that includes termination, demotion, transfer, reassignment, or other personnel action which might result in loss of pay or benefits or which might otherwise be considered a punitive measure, the bargaining unit member will be notified in writing of the proposal and the reason or reasons seven (7) calendar days prior to the effective date of such action.
- 6.12 If disciplinary action is proposed that includes termination, demotion, or suspension without pay, the bargaining unit member will be provided a complete copy of the investigative report and supporting documents and an opportunity to address the report findings with the Police Chief in a pre-disciplinary hearing prior to the effective date of such action. The bargaining unit member will be given notice of the pre-disciplinary hearing seven (7) calendar days prior to the hearing.

- 6.13 Within fourteen (14) calendar days of the conclusion of the pre-disciplinary hearing, the Police Chief shall notify the bargaining unit member of his/her decision in respect to the form of discipline, if any.

PROPOSED

Article 7

Personnel Records

- 7.1 The bargaining unit member's official personnel files are to be maintained in the City's Human Resources Department.
- 7.2 With the exception of those exemptions noted in Florida Statutes, records in the bargaining unit members' personnel files are public records and available for inspection. The release and disclosure of any records in these files will be under the authority of the City Clerk.
- 7.3 Bargaining unit members shall have the right to inspect and make copies of his/her personnel files at no charge. The records shall be made available during regular business hours.
- 7.4 Bargaining unit members shall be notified when any personnel file record has been released in accordance with the public records laws. Documentation noting the date and identity, if known of the individual/organization requesting the personnel file record shall be placed in the personnel file. Nothing herein shall require the City to obtain the name or other identifying information of any such individual/entity requesting the personnel file record.
- 7.5 The City agrees that a bargaining unit member shall have the right to include in his/her personnel file a written refutation of any material he/she considers to be detrimental. The written refutation must be provided to the Police Chief within thirty (30) calendar days following the completion of the disciplinary process (including the grievance process, if applicable).

Article 8

Work Period and Work Shift

- 8.1 Bargaining unit members assigned to road patrol shall work twelve (12) hour shifts from 6:00 a.m. to 6:00 p.m. or 6:00 p.m. to 6:00 a.m. The normal work period shall consist of two (2) days on, two (2) days off, three (3) days on, two (2) days off, two (2) days on, and three (3) days off. Bargaining unit members assigned to road patrol shall be scheduled for a weekend off every other weekend, a weekend being defined as Friday, Saturday and Sunday, unless there is a declared emergency.
- 8.2 Bargaining unit members assigned to any unit other than road patrol shall work eight (8) or ten (10) hour shifts with starting and ending times to be determined by the Police Chief. The normal work period for eight (8) hour shifts shall consist of five (5) days on and two (2) days off. The normal work period for ten (10) hour shifts shall consists of four (4) days on and three (3) days off. While working a regularly scheduled shift, the K-9 member will be allotted one (1) hour of each shift for dog maintenance. In addition, the K-9 member shall be compensated one (1) hour for dog maintenance during each scheduled day off.
- 8.3 As noted in Article 2.2.B. of this Agreement, the City has the right to change work schedules (starting and ending times and days on/off, early/late car, relief/power shift) as needed. The City will give as much advance notice as possible when adjustments are made.
- 8.4 Each bargaining unit member shall be entitled to a paid meal period of thirty (30) minutes and two (2) fifteen (15) minute rest periods during his regular work shift. The time period for breaks must be approved by the bargaining unit members' shift supervisor prior to the bargaining unit member taking the break.
- 8.5 No bargaining unit member shall be required to work a split shift. Whenever a shift rotation occurs or a bargaining unit member rotates to a new shift, bargaining unit members shall be entitled to at least the number of hours equal to one scheduled shift of off-duty time prior to returning to work.
- 8.6 The bargaining unit members assigned to shifts shall have the opportunity to pick their desired shift by seniority provided the operational needs of the department are satisfied. The shift picks or bids will occur in January and July. The City retains the right to determine the number of slots available on each shift.

Article 9

Overtime, Overtime Pay and Compensatory Time

- 9.1 Overtime is defined as time worked in excess of eighty-four (84) hours per pay period for twelve (12) hour shift employees and in excess of forty (40) hours per workweek for all other employees.
- 9.2 For the purposes of computing overtime, compensatory leave, sick leave, bereavement leave, annual leave, holiday leave, military leave, jury duty and any other absence from work while on paid status will not be considered time worked.
- 9.3 Overtime must be assigned or authorized by supervisory staff; an employee is not entitled to assign or approve overtime to him/herself. Overtime shall be scheduled in accordance with the procedures herein, except in instances of declared emergency.
- 9.4 Except in instances of emergency, overtime opportunities will first be offered to eligible employees in the same job class, in order of seniority. Should the most senior employee decline the opportunity, it will be offered to the next senior until the opportunity is accepted. If no eligible employee voluntarily accepts the overtime opportunity, it will be assigned to and required of the eligible employee with the least seniority.
- 9.5 Accepting the overtime opportunity or declining the opportunity will be considered the same in regard to eligibility for subsequent opportunities.
- 9.6 On subsequent opportunities for overtime, the procedure described above shall begin with the bargaining unit member having the greatest seniority after the bargaining unit member who accepted or declined the previous opportunity.
- 9.7 Overtime worked shall be compensated at one and one-half (1.5) times the bargaining unit member's regular rate of pay as defined in the Fair Labor Standards Act.
- 9.8 In lieu of receiving cash for overtime worked in excess of eighty-four (84) hours per pay period or forty (40) hours per workweek, as applicable, employees may request compensatory time.
 - A. Equivalent compensatory time for each overtime hour worked based on Article 9.7 of this Agreement will be credited to the employee at the end of the work period in which the overtime was worked. Records related to accrual and use of compensatory time are maintained by the Finance Department.
 - B. The maximum accrual of compensatory time is eighty-four (84) hours for twelve (12) hour shift employees and eighty (80) hours for all other employees. When an employee has reached his/her maximum accrual, the

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

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

PROPOSED

Article 10

Extra-Duty

- 10.1 Call out time is defined as any time a bargaining unit member is called into work when he/she is off duty. Call out hours shall be paid for actual time worked with a minimum of two (2) hours. In the event of multiple call-outs, the two (2) hour requirement shall not apply to those call-outs incurred within two (2) hours of the first call-out clock-in time. If the call-out consists only of telephone calls, the actual time of the call will be paid, without regard to a minimum time. Call out hours paid will be considered time worked for purposes of overtime calculation in the work period in which the call outs occurred.
- 10.2 On call duty is defined as off-duty time when a bargaining unit member is ordered by the Police Chief, or his designee, to be readily available and prepared to perform actual work when the need arises during off-duty hours. Members in an on call status shall receive a daily supplement of \$20.00, which shall be added to his/her base annual salary during the week he/she is on call. If a bargaining unit member is called out for duty, the bargaining unit member will be compensated in accordance with Article 10.1.
- 10.3 Bargaining unit members shall be compensated for training or re-training when such training or re-training is required by the Police Chief or the State of Florida. Such training will be considered time worked for purposes of overtime calculation in the work period in which the training was conducted. Bargaining unit members shall not be compensated for training or re-training, when such training or retraining is not approved by the Police Chief or his designee.

Article 11

Annual Leave

11.1 Bargaining unit members are entitled to the same annual leave benefits available to all other employees of the City.

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

<u>Employee Type</u>	<u>Maximum</u>
8 hour	320 hours
10 hour	320 hours
12 hour	336 hours

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

Article 12

Sick Leave

- 12.1 Bargaining unit members are entitled to the same sick leave benefits available to all other employees of the City.
- 12.2 In the event that the City reduces the sick leave benefits available to all other employees, the respective leave benefits will remain unchanged for bargaining unit members, unless the change is mutually agreed to by the union and the City.

PROPOSED

Article 13

Bereavement Leave

- 13.1 Bargaining unit members are entitled to up to twenty-four (24) hours of bereavement leave upon approval of the Police Chief in the event of a death of a family member. The member shall submit proof of death before compensation is approved.
- 13.2 Family members are defined as spouses, children, step children, parents, step parents, parents in law, step parents in law, siblings, step siblings, grandparents, step grandparents, great grandparents, grandchildren and step grandchildren.
- 13.3 If additional time off is necessary, annual leave or compensatory leave may be used, with the approval of the Police Chief.

Article 14

Leave of Absence Without Pay

- 14.1 All applications for leave of absence without pay must be submitted in writing and approved by the Police Chief and the City Manager. Decisions regarding leaves of absence are not subject to the grievance or arbitration procedures.
- 14.2 Upon termination of leave of absence, the bargaining unit member shall return to the same job classification and rate of pay in effect at the beginning of the leave of absence.
- 14.3 The bargaining unit member will not lose any credited service with the City, if the leave of absence period is less than three (3) months. If the leave of absence period is longer than three (3) months, the bargaining unit member will not receive any credited service for the entire leave of absence period. No other benefits will be available to the bargaining unit member during the leave of absence period.

Article 15

Military Leave and Military Duty

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

PROPOSED

Article 16

Workers' Compensation, On-the-Job Injury and Disability

- 16.1 The City provides workers' compensation insurance, in accordance with Florida Statutes, and through its carrier will provide medical and compensation benefits to employees who sustain an injury as a result of and arising out of employment by the City. Initial determination as to whether an injury is compensable will be made by the carrier. Disputes concerning compensability of injury or type or amount of compensation shall be resolved through existing legal process as defined by Florida Statute and shall not be subject to grievance under this Agreement.
- 16.2 Members recognize a duty to immediately report any injury occurring while on the job, and to cooperate in providing any information necessary to process a claim.
- 16.3 The City is entitled to select the physician who will examine or reexamine the injured employee; however, the injured employee shall have the discretion to select a physician of his/her own choice to the extent that the physician selected is approved by the carrier and providing all reports and charges of the physician comply with applicable Workers Compensation law.
- 16.4 While on a job connected injury or disability leave, bargaining unit members shall be entitled to all benefits as provided in this Agreement.
- 16.5 Before returning to work, a return to work statement from the treating physician must be submitted to the Police Chief, authorizing the bargaining unit member's return to work without any work restrictions or with modified duties that can be accommodated by the Police Department at that given time.
- 16.6 A bargaining unit member (probationary or permanent) who is maliciously or intentionally injured on the job shall be paid injury leave at full pay during the duration of the job disability.
- 16.7 A bargaining unit member who receives an accidental or unintentional injury on the job within twelve (12) months of employment with the City shall not be entitled to injury leave. Bargaining unit members shall be required to use any eligible personal leave during this period.
- 16.8 A bargaining unit member who receives an accidental or unintentional injury on the job after twelve (12) months of employment with the City shall be paid injury leave at full pay for a period not to exceed one hundred (100) hours. Workers Compensation payments issued during the period of injury leave shall be signed over to the City.

- 16.9 Upon payment of the maximum injury leave available, bargaining unit members shall be required to use accumulated personal leave to make up the difference between the workers compensation payments and the bargaining unit members regular wages.
- 16.10 Bargaining unit members are required to use injury leave concurrently with any available Family and Medical Leave. Leave time taken will be applied towards the bargaining unit member's Family and Medical Leave entitlement.

PROPOSED

Article 17

Vehicles

- 17.1 The City shall equip all patrol vehicles in such a manner to allow bargaining unit members to perform their duties and responsibilities as police officers. The Police Chief shall determine the type of equipment to be used.
- 17.2 All maintenance, repairs, fuel costs, and insurance for the patrol vehicles shall be the responsibility of the City.
- 17.3 If a bargaining unit member feels that a vehicle or other equipment is unsafe and therefore unfit for service because it is a hazard to him or the public, or both, he shall immediately inform his supervisor. If the supervisor concurs, the unsafe vehicle or other equipment shall not be used until it has been inspected and determined safe. Should the supervisor not concur, the bargaining unit member shall document such unsafe condition(s) and forward it to the Police Chief via the chain of command.
- 17.4 With respect to vehicles, the term “unsafe” shall relate to brakes, lights, tires, emergency lights, spotlights, horns, sirens, steering, electrical, fuel leaks, engine /transmission, biohazard or chemical contamination.
- 17.5 If the nature of the vehicle problem is such that it should not be driven, the vehicle shall be taken out of service at the location where it is deemed unsafe. A bargaining unit member shall not be required to deliver such unsafe vehicle to place of repair. However, if the nature of the unsafe condition is such that the bargaining unit member can drive the vehicle to a place or repair, without hazard to himself/herself or the public, he/she shall do so, if ordered to do so by his/her Supervisor.
- 17.6 No vehicle or piece of equipment shall be released back for duty use until inspected and/or repaired by competent mechanical personnel.
- 17.7 Bargaining unit members shall not be required to perform repairs on vehicles.
- 17.8 Bargaining unit members shall not be required to use their personal vehicles in the performance of any assigned duties with the exception of ancillary functions.
- 17.9 Bargaining unit members shall be allowed to drive City vehicles home in accordance with the City’s Take Home Vehicle Policy as approved by the City Manager. Members shall be required to use such vehicles in accordance with the City’s Take Home Vehicle Policy in effect at the time unless otherwise stipulated in this Agreement. The City shall have no obligation to bargain over the creation of or changes to the Policy or the effects of such changes during the term of this agreement.

- 17.10 Bargaining unit members not assigned to the K-9 unit shall not be required to transport animals in patrol vehicles, whether caged or un-caged.

PROPOSED

Article 18

Personal Day

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

PROPOSED

Article 19

Insurance

- 19.1 The City agrees to provide the same health, dental and life insurance benefits to bargaining unit members as are provided to all City employees. The cost for such insurance to bargaining unit members shall be the same as charged to all City employees. The City shall have no obligation to bargain over changes to insurance or the effects of such changes during the term of this agreement as long as the bargaining unit members are provided the same insurance benefits as all City employees. The Union shall have representation on the Employee Insurance Committee, however, the City shall have no obligation to maintain such a committee.
- 19.2 The City shall provide life insurance or death benefits for each bargaining unit member in accordance with Florida Statutes.

Article 20

Union Representatives and Business

- 20.1 The City shall recognize the officers of the Clermont Police Officers Union, Local 6013 as the official representatives of the Union, and shall consider them the sole contact with Union members in regard to the terms and conditions of employment and contract matters, subject to bargaining.
- 20.2 The Union will be permitted to use the squad room or community service room at no cost for meetings of Local 6013 scheduled after 5:00 PM, as available, providing arrangements have been made in advance in accordance with normal scheduling procedures. Other than those acting in official capacity as union representative, no employee covered by this Agreement may attend Union meetings during his/her scheduled work hours.
- 20.3 The City will allocate a reasonable portion (approximately 1/3) of the squad room bulletin board solely for the purpose of posting notices and announcements pertaining to Union business.
- 20.4 The Union shall not post any material that is obscene, defamatory or that impairs the operation of the Department or the City. Any intentional violation of this provision by the Union may result in the privilege of such use of the bulletin board being withdrawn.
- 20.5 The Union shall be permitted to use the City's electronic mail system and telephone to transmit information related to Local 6013 to bargaining unit members provided such communications do not unduly interfere with City work. Said electronic mail shall also be available for review by appropriate City officials. The Union and bargaining unit members shall not transmit any material which would violate the City's Electronic Mail Policy.
- 20.6 The Union shall be granted up to one (1) hour during new police officer orientations to explain jointly with a management officer the provisions of this agreement and the functions of the Union.

Article 21

Reduction in Work Force

- 21.1 Layoff - In the event of a layoff for any reason, regular full-time employees shall be laid off in inverse order of seniority.
- A. “Seniority” for purposes of this Article is defined as the length of uninterrupted time since the most recent hire by the City.
 - B. Seniority is earned within the Department and also within the City. Departmental seniority will be given first consideration; if departmental seniority is equal (in terms of date), then City seniority will govern.
 - C. Employees in temporary status will be laid off first, followed by employees in probationary status. No permanent employee shall be laid off while another person in the same class is retained on an emergency, temporary or probationary basis by the City.
- 21.2 Exceptions to Layoff - If the Police Chief should find that a specific employee should be retained despite a lower seniority because of special skills, abilities or training that are essential to the efficient operation of the department or the organizational unit, the Chief shall submit a written request to the City Manager that sets forth in detail the specific skills, abilities or training possessed by the member and the reasons the member is essential to the effective operation of the department. A copy of the request will also be delivered to the Local 6013 Executive Committee at the same time as submitted to the City Manager. Absent formal objection by the union through the grievance process and upon approval of the City Manager, the member may be retained.
- 21.3 Alternatives to Layoff - Any member scheduled to be laid off shall be offered an alternate position if qualified and if a suitable vacancy exists. A member may not “bump” another permanent employee from his/her position in order to avoid layoff.
- 21.4 Notice of Layoff - Prior to notification of those affected, the names of all bargaining unit members scheduled for layoff will be provided to the City Manager and to the Executive Committee of Local 6013. Such notice will include information of job class and seniority of those affected and will reference any request for out-of-seniority as provided in 21.2, above. Absent formal objection by the union through the grievance process and upon approval by the City Manager, layoff notices will be sent to the bargaining unit members affected. Bargaining unit members shall be notified in writing by the Police Chief of their layoff at least fourteen (14) calendar days prior to the effective date of the layoff.

21.5 Recall

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

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

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

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

Article 22

Dues Deduction

- 22.1 The City agrees that upon receipt of a voluntary individual notice for any bargaining unit member, the City shall deduct from his/her pay, dues commencing with the second pay period after receipt of such notice. Revocation shall be in writing and shall be effective commencing with the second pay period after receipt of such notice of revocation.
- 22.2 Dues shall be deducted each designated pay period and those monies shall be remitted to the International Union of Police Associations, AFL-CIO (IUPA) reasonably thereafter. The monies forwarded to IUPA shall be for Clermont Police Officers Union, Local 6013 and shall be marked as such.
- 22.3 The Union will initially notify the City as to the amount of the dues to be deducted. Such notification shall be to the City in writing over the signature of the president or vice-president of Local 6013.
- 22.4 Changes in the amount of the union dues to be deducted will be certified to the City in the same manner and shall be done thirty (30) calendar days in advance of the effective date of such change.
- 22.5 The Union agrees to indemnify and hold harmless the City, its agents, employees and officials from and against any claims, demands, damages, or causes of action (including but not limited to claims based on clerical or accounting errors) of any nature whatsoever, asserted by any person, firm or entity, based on or relating to any payroll deduction required or undertaken under this article, and agrees to defend at its sole expense any such claims against the City or its agents, employees or officials. The term officials includes elected or appointed officials.

Article 23

Grievance Procedure

- 23.1 The purpose of this Article is to establish processes for the fair, expeditious and orderly adjustment of grievances regarding contract and disciplinary disputes or disagreements between the City of Clermont, the Clermont Police Department and Local 6013 and its members involving the interpretation or application of this Agreement.
- 23.2 Any formal grievance filed shall be in writing and shall set forth the provision or provisions of this Agreement alleged to have been violated and the facts pertaining to the alleged violation(s) and the date of the violation(s). The grievance shall be signed by the grievant and an Officer of Local 6013. Grievances submitted which do not contain the above information and/or are incomplete, shall be amended by the grievant to state the required information. The necessity of filing an amendment shall not affect the timeliness to the extent that the grievance is substantially complete.
- 23.3 Nothing in this section shall be construed to prevent a bargaining unit member from presenting, at any time, his own grievance without representation.
- 23.4 A bargaining unit member who wishes to submit a grievance must submit a grievance in writing within seven (7) calendar days after the occurrence of the matter from which the grievance arose. A grievance not appealed to the next step within the time limits established by this procedure shall be considered settled on the basis of the last answer provided by management.
- 23.5 In advancing grievances, the grievant bargaining unit member(s) or Local 6013 and management may call a reasonable number of witnesses to offer testimony. Either party may call witnesses as needed. Hearings shall be continued to facilitate appearance of witnesses who are Department employees, whose presence would otherwise conflict with Department needs.
- 23.6 The formal grievance procedures are as follows:

Step One

- The bargaining unit member and/or Clermont Police Officers Union, Local 6013, shall file the grievance, in writing, with the Police Chief within seven (7) calendar days of the occurrence of the event giving rise to the grievance.
- The Police Chief will conduct a meeting within fourteen (14) calendar days with the grievant and his requested representative, unless the Police Chief chooses to grant the requested relief without further proceedings. The grievant shall not be represented by an elected official of the City, the City Attorney or his staff, or any person not affiliated with Union Local 6013. The Police

Chief shall notify the grievant and the Union of his decision, in writing, within fourteen (14) calendar days after the meeting date.

Step Two

- If the grievance is not resolved to the grievant's satisfaction as rendered by Step One, the bargaining unit member and/or the Union may forward the grievance, in writing, to the City Manager within fourteen (14) calendar days of receipt of the notification from the Police Chief.
 - The City Manager shall conduct a meeting within fourteen (14) calendar days with the grievant and his requested representative, unless the City Manager chooses to grant the requested relief without further proceedings. The grievant shall not be represented by an elected official of the City, the City Attorney or his staff, or a person affiliated with a Union other than the certified bargaining agent. The City Manager shall notify the grievant and the Union of his decision, in writing, within fourteen (14) calendar days after the meeting date.
- 23.7 Grievance discussions at Steps One and Two shall be conducted during the grievant's normal duty hours. The aggrieved bargaining unit member shall suffer no loss of pay or benefits for time required for such meetings.
- 23.8 All class action grievances shall be filed at Step Two.
- 23.9 Grievance of a reprimand shall stop at the conclusion of Step One.
- 23.10 The aggrieved bargaining unit member and the Union shall be given at least two (2) calendar days notice of the grievance meetings provided herein.
- 23.11 If any grievance is not satisfactorily resolved by the procedure outlined in the Article, the Union may proceed to arbitration according to Article 24.
- 23.12 Probationary bargaining unit members shall not have the right to grieve discipline or discharge.
- 23.13 It is agreed that a bargaining unit member may file a grievance/appeal, in accordance with the personnel rules, regulations, and/or ordinances of the City of Clermont. Bargaining unit members may only choose one grievance/appeal process. The decision to use any City Of Clermont grievance/appeal process is irrevocable and precludes the bargaining unit member from filing any grievance under the provisions of this Agreement.

Article 24

Arbitration

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

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

PROPOSED

Article 25

Employee Educational Assistance

- 25.1 The City will reimburse bargaining unit members for the cost of tuition, books and fees under the following conditions:
- A. The course must be directly related to the job performed by the bargaining unit member or any course that is required for a degree that is directly related to the job performed by the bargaining unit member.
 - B. The course must be approved by the Police Chief and the City Manager and is subject to budgetary constraints.
 - C. Only specific courses for a specific semester will be approved. Blanket approval of courses will not be granted.
 - D. The course must be at a nationally or regionally accredited institution.
 - E. Reimbursement shall be made upon completion of the approved course and submission of the course final grade.
 - F. The bargaining unit member has executed a separate tuition reimbursement agreement with the City agreeing to the terms set forth in this article.
- 25.2 The City will reimburse bargaining unit members for the cost of tuition, books and fees based on state college/university rates up to a maximum of one thousand (\$1,000) dollars per fiscal year in accordance with the following schedule:
- A.
 - 100% for attaining a final grade of “A”
 - 75% for attaining a final grade of “B”
 - 50% for attaining a final grade of “C”
 - B. If the course grading system is pass/fail, the City will pay 75% for a “pass” and 0% for a “fail”.
- 25.3 Bargaining unit members who resign from the City before the completion of one (1) year of service from the date of their last course reimbursement must pay back to the City any money received during that one (1) year period.

Article 26

Physical Examinations

Bargaining unit members are required to successfully complete a physical examination on an annual basis and are subject to a fitness for duty physical examination when necessary.

- 26.1 The annual physical examination will include, at a minimum the following: medical examination, height and weight, blood pressure, lab tests including urinalysis and metabolic blood panel, audio screening, vision test, EKG at rest or stress (upon recommendation by the physician) and a Tuberculosis test. In addition to the required tests, bargaining unit members may request to have a chest X-ray performed and interpreted in conjunction with the annual examination, provided appropriate justification is present. The cost of the annual physical examination by the City's designated physical examination provider will be paid by the City.
- 26.2 The Tuberculosis test results must be read within the time frame specified by the physician. If the test results are not read within the specified time frame, the bargaining unit member will be required to receive another Tuberculosis test at the bargaining unit member's cost. If the Tuberculosis test is not completed within 30 days of the physical examination, the bargaining unit member will be required to undergo another complete physical examination at the bargaining unit member's cost.
- 26.3 Scheduling of the annual physical examination will be at the discretion of the Department and during normal scheduled work hours, when possible. Time spent at examinations which the City requires to be taken outside regular work hours will be considered hours worked for purposes of calculating overtime.
- 26.4 The City may require a member to undergo a physical or mental examination, at the City's expense, whenever there is a reasonable belief, based on fact, that the member's fitness for duty is in question, and shall determine the nature and extent of such "fitness for duty" physical or mental examination.
- 26.5 All physical and mental examination results will be maintained in separate medical files maintained in the City's Human Resources Department. In accordance with Florida Statutes, records contained in the bargaining unit member's medical files may be exempt from disclosure pursuant to public records laws. However, any release of medical file information in accordance with Florida Statutes will be under the authority of the City Clerk.
- 26.6 All physical examinations will be conducted by a physician designated by the City. However, bargaining unit members may select their own physician to perform the same annual physical examination, including testing and lab work, with the approval of the City. If the bargaining unit member's personal physician

performs the annual physical examination, the City will reimburse the bargaining unit member for the cost of the physical examination up to the amount charged by the City's designated physical examination provider. In addition, the personal physician will have to complete the standard physical examination results form and send to the City.

PROPOSED

Article 27

General Provisions

- 27.1 Bargaining unit members who are on duty shall be furnished with parking facilities at the Police Department to the extent available. Said parking facilities shall be furnished at no cost to the bargaining unit member.
- 27.2 Copies of regulations, procedures, special and general orders or written directives shall be furnished to each bargaining unit member and the Union sufficiently in advance of implementation in order to afford the Union the opportunity to consult with, or request to bargain over the change to be implemented.
- 27.3 Bargaining unit members shall be required to observe and comply with such additional or supplemental rules and regulations promulgated and published by the Police Chief or his designee only after receipt of actual notice of such rule modification.
- 27.4 Prior to the implementation of any new and/or revised regulations, procedures, departmental operating guidelines, written directives or personnel policies, the City shall provide the new or revised items to the Union for review and, if required, bargaining.
- 27.5 Any memorandum issued will be in effect until the next annual revision of the Department's Operating Guidelines, after which they must either be incorporated in the Department's Operating Guidelines or shall be null and void.
- 27.6 All bargaining unit members are subject to drug/alcohol testing in accordance with the City's Substance Abuse Policy – Part A.
- 27.7 Bargaining unit members may request an annual AIDS test to be performed at a facility designated by the City. Results of such tests shall be kept confidential.
- 27.8 The probationary period for new bargaining unit members is one (1) year; however, the period may be extended by the Police Chief at his/her discretion for additional observation.
- 27.9 A bargaining unit member may, subject to prior approval of the Police Chief, accept and be employed in an occupation off-duty, which is not in violation of Federal or State Laws or rules and regulations of the Department, providing that such employment shall not interfere with or adversely affect the performance of assigned duties.

- 27.10 The City recognizes that pursuant to Florida Statutes, employees covered by this Agreement shall have the right, without interference, intimidation, coercion or retaliation to engage in concerted activities not prohibited by law, for the purpose of collective bargaining or other mutual aid or protection, or to refrain from engaging in such activities.
- 27.11 Any member who is in good standing and is eligible for full service retirement after having completed (20) twenty years of service or more as a law enforcement officer with the City of Clermont will be given his or her standard issue service weapon at no cost to the member. The service weapon shall be retired from duty use and become the personal property of the member. A member may be afforded this right as a condition of early retirement at the discretion of the Chief of Police provided the member is fully vested.

PROPOSED

Article 28

Severability Clause

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

PROPOSED

Article 29

Locker Room Facilities

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

Article 30

Voting

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

PROPOSED

Article 31

Wages

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

	Minimum		Maximum	
	Hourly	Annual	Hourly	Annual
Officer (2184 annual hours)	\$18.86	\$41,190	\$28.29	\$61,785
Officer (2080 annual hours)	\$19.79	\$41,190	\$29.70	\$61,785
Sergeant (2184 annual hours)	\$22.61	\$49,379	\$33.91	\$74,068
Sergeant (2080 annual hours)	\$23.74	\$49,379	\$35.61	\$74,068

31.2 All bargaining unit members hired by the City shall be paid the minimum hourly rate for that classification. However, any bargaining unit member with prior sworn law enforcement service shall be increased two (2) percent for every three (3) years of prior service up to a maximum of four percent (4%) at the date of hire. The prior service must have been in the state of Florida as a full-time sworn law enforcement officer and within one (1) year of employment with the City.

31.3 All bargaining unit members not in a Sergeant classification and who have successfully completed the required Field Training Officer training shall be compensated an additional \$2.00 for all hours worked as a field training officer.

31.4 All bargaining unit members who are required by management to work in a higher classification for an entire shift due to a supervisor's absence shall be compensated an additional 5% for all hours worked in the higher classification.

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

October 1, 2014 – September 30, 2015

- Bargaining unit members will be eligible to receive hourly merit pay increases based on the overall rating of their twelve (12) month City employment anniversary performance evaluation as noted in Article 38 of this Agreement. Merit pay increases shall range from 2% to 4%, in accordance with performance rating scale in use for sworn police department employees.

October 1, 2015 – September 30, 2016

- Bargaining unit members will be eligible to receive any October 1, 2015 pay increase that may be included in the October 1, 2015 – September 30, 2016 fiscal year budget as approved by the City Council.
- Bargaining unit members will be eligible to receive hourly merit pay increases based on the overall rating of their twelve (12)

month City employment anniversary performance evaluation as noted in Article 38 of this Agreement. Merit pay increases shall range from 2% to 4%, in accordance with performance rating scale in use for sworn police department employees.

October 1, 2016 – September 30, 2017

- Bargaining unit members will be eligible to receive any October 1, 2016 pay increase that may be included in the October 1, 2016 – September 30, 2017 fiscal year budget as approved by the City Council.
- Bargaining unit members will be eligible to receive hourly merit pay increases based on the overall rating of their twelve (12) month City employment anniversary performance evaluation as noted in Article 38 of this Agreement. Merit pay increases shall range from 2% to 4%, in accordance with performance rating scale in use for sworn police department employees.

- 31.6 Merit pay increases shall not be available to bargaining unit members who have reached the maximum of their pay grade, unless specifically approved in the budget.
- 31.7 Any pay increases for bargaining unit members under this article shall not be less than the percentage pay increase given to other City employees not covered by a collective bargaining agreement.

Article 32

Holidays

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

First Day of January (New Years Day)

Third Monday of January (Martin Luther King Day)

Last Monday in May (Memorial Day)

The Fourth of July

First Monday in September (Labor Day)

November 11th (Veterans' Day)

Fourth Thursday in November (Thanksgiving)

Fourth Friday in November

December 24th (Christmas Eve)

December 25th (Christmas Day)

32.2 Twelve (12) hour bargaining unit members shall observe the holiday on the actual holiday. When an official holiday falls on a Saturday, all other bargaining unit members shall observe the holiday on the Friday immediately preceding the holiday. When an official holiday falls on a Sunday, all other bargaining unit members shall observe the holiday on the first Monday after the holiday.

32.3 Holiday pay shall be paid in the following manner:

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

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

- C. To be eligible for Holiday Pay, a bargaining unit member must meet the following requirements:
1. Must be a full-time employee
 2. Must work on the scheduled days prior to and after the holiday, with the exception if the absence was due to the following reasons:
 - a. The bargaining unit member's was previously approved.
 - b. The bargaining unit member is absent because of sickness or accident and provides a doctor's statement indicating medical attention has been received.
 - c. The bargaining unit member is absent due to being on approved bereavement leave.
 - d. The bargaining unit member is absent due to a current on the job injury.
- D. A bargaining unit member who reports in on the scheduled work date prior to the holiday and was unable to complete his shift due to illness, injury or emergency, shall be considered to have worked that day. The same shall apply to the first scheduled day after the holiday.

Article 33

Publication of the Agreement

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

PROPOSED

Article 34

Promotions

- 34.1 Promotions shall be conducted as provided in the City's Personnel Policy and department's Standard Operating Procedures.
- 34.2 Bargaining unit members promoted to Sergeant shall receive a pay increase to either the pay scale minimum noted in Article 31.5 of this agreement or equivalent to five (5) percent, whichever is greater.
- 34.3 If the promoted bargaining unit member does not successfully complete the probationary period, the member may return to the position from which he/she was promoted. If the position from which the member was promoted is filled or the Police Chief does not approve the return, reasonable efforts will be made to place the member in a comparable position, if one is available within the City. The member's rate of pay will be adjusted to that rate of pay prior to the promotion. If such a vacancy does not exist, the member will be laid off.

Article 35

Duration

- 35.1 This Agreement shall be in full force and effect upon ratification by the bargaining unit members and approval by the City Council. Such ratification and approval shall be made immediately following finalization of this Agreement.
- 35.2 This Agreement shall continue in full force and effect until midnight of September 30, 2017.
- 35.3 Upon expiration of this Agreement, the terms and conditions of employment of the bargaining unit members shall be governed by the status quo doctrine except that the pay increases outlined in Article 31 shall not be effective after the expiration of this Agreement. Pay increases after the expiration of this Agreement will be subject to negotiations.

Article 36

Damage or Loss to Personal Property

36.1 The City shall reimburse a bargaining unit member for loss or damage to personal property specifically noted in this article in the performance of his duty, subject to the procedures and restrictions set forth in the following paragraphs. No reimbursement shall be made if loss or damage results from carelessness, negligence or misuse on the part of the bargaining unit member.

- A. Lost or damaged corrective eyewear shall be reimbursed 100% of the cost of repair or replacement per bargaining unit member per incident. The maximum amount of reimbursement for the cost of repair or replacement of watches, wedding rings or medical identification bracelets shall be \$200 per bargaining unit member per incident.
- B. Report of the loss of or damage to personal property must be made within the shift in which the loss or damage occurs or within a maximum of 3 calendar days if mitigating circumstances such as an injury prevent the bargaining unit member from reporting at the time of loss. Such report must include an explanation of how, when, and under what circumstances the loss occurred, and provide the brand name, original cost, and age of the item for which reimbursement is requested. The bargaining unit member's supervisor is responsible for investigating and making a recommendation to the Police Chief concerning the claim.
- C. To receive reimbursement, the bargaining unit members must provide a receipt for the replacement article and, if possible, the remains of the broken item.

Article 37

Pensions

- 37.1 The City agrees to continue providing pension benefits to bargaining unit members in accordance with the City of Clermont Police Officers Pension Plan in effect as of February 10, 2015.
- 37.2 Effective as of the date of approval of this contract, the City agrees to convert 100% of the Chapter 185 reserve fund to a share plan. The total amount shall be credited to each participant based on their completed months of credited service in proportion to the combined completed months of credited service of all participants.
- 37.3 Effective as of the date of approval of this contract, the Union agrees to allow the City to use 100% of all future Chapter 185 annual distributions up to the amount received in the 2012 calendar year (\$211,000) and 50% of any future annual amounts in excess of the 2012 calendar year distribution to fund the normal cost of the pension plan. The remaining 50% of any future annual amounts in excess of the 2012 calendar year distribution shall be credited to participant share accounts, with each participant's account receiving an equal share of the total amount allocated.

Article 38

Performance Evaluations

- 38.1 Newly hired bargaining unit members not in a Sergeant classification shall receive six (6), nine (9) and twelve (12) month performance evaluations based on their City employment anniversary date and then every twelve (12) months, thereafter based on their City employment anniversary date.
- 38.2 Bargaining unit members who have been transferred to another position covered by this agreement shall continue to receive performance evaluations based on the evaluation date in effect immediately prior to the transfer.
- 38.3 Bargaining unit members promoted to the Sergeant classification shall receive six (6) and twelve (12) month performance evaluations based on their date of promotion to Sergeant. In addition, promoted bargaining unit members will receive a twelve (12) month performance evaluation based on their City employment anniversary date and then every twelve (12) months thereafter based on their City employment anniversary date.

Article 39

Uniforms and Equipment

- 39.1 The City will provide uniforms to all bargaining unit members who are required to wear such uniforms in the performance of their duties at no cost to the member. However, the bargaining unit member shall be responsible for any applicable clothing fringe benefit federal income taxes. The Police Chief shall determine the style of uniform worn by the members.
- 39.2 Any uniforms provided by the City which are damaged or destroyed while a member is acting in the performance of their duties, shall be replaced by the City within a reasonable period of time at no cost to the member.
- 39.3 Non-uniformed or plain clothes members shall receive an annual clothing allowance of \$500.00 payable in the first pay period in October of each year. Members permanently transferred from the uniform division to a unit where plain clothes are required dress shall receive a fiscal year prorated clothing allowance upon start of work in that unit. Temporary reassignment to a position not requiring plain clothes will not preclude the clothing allowance. The clothing allowance shall not be required to be paid back by any member should their position change for any reason.
- 39.4 The City shall provide shoes to all bargaining unit members on an annual basis, at no cost to the bargaining unit member. The Police Chief shall establish the type/style and maximum cost of shoe to be paid for by the City.
- 39.5 The City shall provide all equipment necessary to safely and effectively perform the duties and responsibilities of a sworn Police Officer at no cost to the member. The Police Chief shall determine what equipment is necessary.
- 39.6 When it is determined that a bargaining unit member is at fault for loss or damage to City issued equipment through a careless or intentional act, in addition to any other applicable disciplinary action an assessment may be made in accordance with the following schedule:
- A. If the loss/damage is the first occurrence within a two year period, the percentage assessed shall be 25% of the cost of repair or replacement, not to exceed fifty dollars (\$50.00).
 - B. If the loss/damage is the second occurrence within a two year period, the percentage assessed shall be 50% of the cost of repair or replacement, not to exceed seventy-five dollars (\$75.00).
 - C. If the loss/damage is the third occurrence within a two year period, the percentage assessed shall be 75% of the cost of repair or replacement, not to exceed one hundred dollars (\$100.00).

- D. If the loss/damage is the fourth occurrence within a two year period, the percentage assessed shall be 100% of the cost of repair or replacement, not to exceed one hundred twenty-five dollars (\$125.00).

Due to extenuating circumstances at the time of loss or damage, the member's supervisor may recommend to the Police Chief that the assessment be waived.

- 39.7 Upon termination of employment or transfer from the department, the bargaining unit member shall return all uniforms and equipment issued to him/her in like condition as when issued, with the exception of reasonable wear and tear.

PROPOSED

Article 40

Modified Duty Assignment

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

Article 41

Health and Safety

- 41.1 It is understood that smoking and other forms of tobacco use is a known hazard to the health of employees, including members of the bargaining unit. In an effort to improve the health of bargaining unit members and to decrease the costs associated with treating tobacco related illnesses, bargaining unit members are required to adhere to the City's Smoking and Tobacco Use Policy in effect at the time unless otherwise stipulated in this Agreement.
- 41.2 All bargaining unit members shall be required to participate in an annual physical abilities evaluation. Time spent participating in the evaluation will be considered time worked for purposes of overtime calculation in the work period in which the evaluation was conducted. The annual physical abilities evaluation shall be conducted in accordance with departmental operating guidelines agreed upon by the Union and the City. Bargaining unit members shall be encouraged but not required to achieve a "passing" score or rating. Bargaining unit members who do not achieve a "passing" score or rating on the physical abilities evaluation shall not receive any discipline, counseling nor be denied a promotion to a higher rank based on their performance.

Article 42

Complete Agreement

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

PROPOSED

**NEGOTIATING TEAM FOR THE CLERMONT POLICE OFFICERS
UNION LOCAL 6013**

Jeremy Kevitt, President

Eric Lane, Vice President

Erwin Ramirez, Secretary/Treasurer

Brent Joyner, Executive Member

Scott Tufts, Executive Member

John Graczyk, Executive Member

Jack Moriarty, IUPA Representative

NEGOTIATING TEAM FOR THE CITY OF CLERMONT

Darren Gray, City Manager

Joseph Van Zile, Finance Director

Charles Broadway, Police Chief

Susan Carroll-Dauderis, Human Resources Director

**THIS AGREEMENT APPROVED UPON ADOPTION BY THE CITY COUNCIL OF THE CITY
OF CLERMONT ON THE 26TH DAY OF JANUARY, 2016.**

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 26, 2016		
Agenda Item Name		
Scope of Services		
Requested Action		
Motion to approve phase one of professional engineering services proposal for the West Lake Wetland Park Schematic design and preliminary engineering from GAI Consultants, Inc., in the amount of \$121,500.00.		
Staff Report		
in 2015, the Clermont City Council approved a master plan that will serve as the blueprint for the city--especially the downtown-waterfront district--for the next 5, 10 and 20 years. The West Lake Wetlands project is the number one priority master plan project to initiate the City's master plan and foster economic development. The West Lake Wetlands project plan represents a regional utility stormwater management facility serving the western portion of downtown Clermont. Currently, development of parcels in downtown are constrained by on-site stormwater requirements. Consultants to the City of Clermont recommended the creation of this regional utility stormwater pond that would polish the storm runoff before reaching the lake and also would free up lakefront land for park and amenity development. This area will also be designated as a park space and event venue that includes a filter marsh to polish the storm runoff before it reaches Lake Minneola. Staff recommends approval of the proposal for \$121,500.00 for professional engineering services with GAI Consultants, Inc.		
Additional Analysis		
Fiscal Impact Summary		
Contract fees are included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Scope of Services	Clermont Scope_West Lake_01-15-2016_Schematics.pdf

January 15, 2016

GAI Project No. A151186.00

Mr. James Kinzler, CPM, EA
Assistant City Manager
City of Clermont
685 West Montrose Street
Clermont, Florida 34711

**Proposal for Professional Services
West Lake Wetland Park Schematic Design and Preliminary Engineering
Clermont, Florida**

Dear Mr.Kinzler:

GAI Consultants, Inc. ("GAI" or "the Consultant") is pleased to submit this Scope of Services/Fee Proposal for Professional Services to the City of Clermont, Florida ("the Client" or "the City") for the above-referenced project. This proposal reflects the anticipated Scope and related costs for services to be provided based on GAI's understanding of the project.

Project Background

GAI Consultants recently completed the 'City of Clermont Downtown and Waterfront Master Plan' under a separate agreement. The plan was adopted by the Clermont City Council on March 23, 2015. As a part of the long-range vision for the city several improvement projects are conceptually identified. It is now the desire of the city to begin to refine the design of some of these projects with the intent to implement them.

The West Lake Wetland Park is a project that has been identified as being critical to the success of the future disposition of downtown. The project is located between the Clermont Historic Village on the east, and the existing lumberyard on the west; and Montrose Street on the south and the Lake Minneola waterfront park on the north.

Project Sequencing to Completion

The Conceptual Master Stormwater Management Plan is complete and it is now the City's desire to proceed to the third step of the five step approach to the implementation of a stormwater management system. The five steps include:

- Step 1 - Visioning
 - The visioning of the future of Clermont's waterfront and downtown has been completed. It was begun by the city through an extensive series of public meetings and visioning exercises, and culminated with GAI's completion of the 'City of Clermont Downtown and Waterfront master Plan'
- Step 2 - Conceptual Master Stormwater Management Plan Development (including identification of funding sources)
 - As a first step towards implementing the vision it was collectively agreed that the project of greatest importance is the completion of the downtown master stormwater facility,

identified in the Master Plan as the West lake Wetland Park. To determine the extent to which this stormwater facility would generate development opportunities on the west side of downtown, GAI was commissioned by the city under a previous agreement to complete a conceptual Master Stormwater Plan for the site, designed to refine the vision and to develop conceptual plans and exhibits utilizing existing data without the expense of additional survey, geotechnical, environmental, ecological or other services.

- **Step 3 - Schematic Design and Preliminary Engineering**
 - With the completion of the Conceptual Master Stormwater Plan for downtown, the next step in advancing the West Lake Wetland Park is the completion of Schematic Design and Preliminary Engineering plans for the parcel identified above. These plans will advance the concept plan created in the Downtown and Waterfront Master Plan in significantly greater detail, allowing for the determination of the project materials, scale, utility requirements, amenity relationships and the creation of detailed cost information. This information can result in the completion, at a future date, of plans for the construction of the West Lake Wetland Park, and will enable the consultant to more accurately determine the project scope in order that professional services fees are better aligned with the work needed, potentially realizing significant savings for the city.
- **Step 4 - Final Design and Construction Documents** (to be completed at a future date under separate agreement).
- **Step 5 - Construction and the Administering of Construction Phase Services** (to be completed at a future date under separate agreement).

Project Understanding

The Scope of Work required in this agreement includes the schematic design of the project hardscape, landscape and preliminary engineering for the area described above and on Exhibit 'C'. Schematic designs are 30% complete construction drawings, allowing for the advancement of the plans to Design Development (60%) and Construction Document (100%) plans and specifications for the bidding and construction of the project at a future date and under a separate agreement. These Schematic plans will refine the Master Plan concept design to an extent that will allow for more detailed and accurate estimates of cost and associated professional services fees for the completion of the construction documents. The services included as a part of this agreement are:

- Survey of the project area, indicating topography and fixed improvements.
- Environmental services indicating the extent of wetlands and any threatened and/or endangered species which may be located on site. These services will also identify any required permitting related to the site environmental issues.
- Preliminary Geotechnical Engineering services, providing an analysis of site soils for structural and drainage design.
- Preliminary Engineering Design including coordination with the landscape architect on the preliminary design of the stormwater system and the determination of preliminary elevation of the improvements.
- Landscape Architectural design including all public hardscape and landscape areas including:
 - A terraced, functioning, stormwater filter marsh located on the north side of the project area.
 - Pedestrian connections from the proposed lumberyard redevelopment site to the west and into West Lake Wetlands Park.
 - West Lake Wetlands Park to include perimeter pedestrian walkways, boardwalks, open spaces and overlook tower.

- Low Impact Design (LID) concepts as a part of the overall stormwater system design.
- A three dimensional image of the project.
- A rendered plan view of the completed design.

In addition to the specific services detailed below (the “Services”), GAI will coordinate our work with the Client’s representatives and the project team, monitor the project schedule as it relates to the scope contained herein, and provide timely invoicing and reporting of project progress.

Scope of Services

Based on our understanding of the project requirements/criteria provided to date by the Client, GAI will perform the following described Scope of Services:

Task I – Survey

- 1.1 Perform a survey of the project area as per Rule Chapter 5J-17 of the Florida Administrative Code in compliance with the standards of practice of surveying and mapping of the State of Florida.
 - Topographic information.
 - Location of existing visible above ground improvements & visible utilities within right-of-way.
 - Existing trees.
 - Wetland limits.

Task II – Preliminary Geotechnical Engineering

- 2.1 A geotechnical and engineering report summarizing the field and laboratory services performed and providing and engineering analysis of the project area soil and groundwater conditions with regards to drainage, pavement and foundation design will be provided to the city by GAI.

Task III – Preliminary Ecological Assessment

- 3.1 Research existing published literature and available documents pertinent to the project site. Particular attention will be directed towards reviewing existing permits or delineations for the project vicinity.
- 3.2 Review existing databases from the U.S. Fish and Wildlife Service and the Florida Fish and Wildlife Conservation Commission (FWC) for the presence of federal and state listed plant and animal species, including a search of the FWC database for the presence of the Southern Bald Eagle on-site or within a one mile radius of the project area.
- 3.3 Conduct one site assessment to evaluate the presence of threatened and endangered species, critical habitat, natural communities, and the location, landward extent, and quality of potentially jurisdictional wetlands.
- 3.4 Field flag the landward extent of wetlands and surface waters associated with the West Lake project that are potentially within the jurisdiction of governmental agencies with statutory permitting authority following the 2010 Final Supplement to the 1987 Federal Manual for the Identification of Wetlands and the Unified Wetland Delineation Methodology for the State of Florida, dated 1 July 1994.
- 3.5 Coordinate with surveyors to locate the field flags as previously placed.

Task IV – Schematic Design and Preliminary Engineering (30 % CD's)

- 4.1 GAI will limit the project boundary to those properties currently owned by the city in order to provide the schematic design of a fully constructible and functioning stormwater wetland project.
- 4.2 Site Analysis –GAI will visit the site in order to develop an understanding of the site's opportunities and constraints.
- 4.3 Setup, prepare for, and attend a pre-application meeting with the SJRWMD.
- 4.4 Existing Storm Sewer System Level of Service (LOS) Analysis. GAI will collect, review, and analyze the available hydraulic/hydrologic information related to the City's existing storm sewer system and drainage basins within the limits of the project. GAI will work with City staff to develop an agreed upon proposed level of service (LOS) and to further understand known localized flooding areas. An existing conditions (pre-redevelopment) analysis will be performed using modeling software to understand the LOS of the City's existing system. The information will be used in conjunction with the post-redevelopment storm sewer modeling to evaluate the resulting capacity of the existing storm sewer system and reduction in the frequency of localized street flooding anticipated as a result of the storm system retrofits.

The results of this analysis will be used to identify and evaluate possible storm sewer upgrades or retrofits within the proposed improvement areas of the Project that could be integrated and benefit the City, local businesses, etc;

Note: Design and permitting of actual upgrades to the existing systems are not included in this proposal. When the extent of these upgrades have been identified, agreed upon, and selected, GAI will provide a separate scope and fee.

- 4.5 Provide one site visit to field review the survey. Coordinate with surveyor for any additional survey information required for the design of the Project.
- 4.6 Develop a project schedule based on our knowledge of the required design, regulatory and permitting approvals, and the construction processes
- 4.7 Existing Utility and Infrastructure Review – GAI will provide utility coordination with all utility providers. GAI will review available utility system maps and coordinate with the identified third party utility providers within the project area to discuss and better understand the age and condition of their respective systems. Conflicts with the proposed storm sewer system will be reviewed.

This task will also include the discussion and general evaluation of burying existing overhead utility lines. GAI will coordinate with the electric/power supplier for the determination (by the power supplier) of the adequacy of the existing power supply infrastructure and the requirements for relocating electric distribution systems underground.

- 4.8 Schematic Site Design - Based upon the previously completed Downtown and Waterfront Master Plan, GAI will prepare schematic development plans to further define the general scope and design of the project, including scale and relationships between built project elements.

Project elements will include the following:

- Overall West Lake Wetlands Park plan
- Terraced stormwater filter marsh
- Pedestrian access walks, paths and boardwalks
- Overlook tower
- Preliminary stormwater engineering including LID concepts

- Preliminary spot elevations along paved surfaces and top of walls, steps, etc.
 - Aesthetic grading concept
 - Site lighting locations and fixture selection
 - Site hardscape elements, i.e. any small structures, seat walls, retaining walls, fencing, etc.
 - Preliminary site furnishings locations
- 4.9 To adequately describe the design intent of the various elements of the proposed project, GAI will complete a rendered site plan and one, three dimensional graphic rendering of the project.
- 4.10 Statement of Probable Cost - GAI will prepare an updated statement of probable cost for all elements detailed in the Schematic Design Documents.
- 4.11 Client Review Meeting #1 – GAI will meet with the Client to review the schematic design documents and the statement of probable cost and will subsequently generate a consolidated set of review comments from the meeting.
- 4.12 As a result of Client Review Meeting 1, GAI will modify the design plans as directed.
- 4.13 Client Review Meeting #2 – GAI will meet with the Client to review the revised schematic design documents and the revised statement of probable cost. Any additional requested modifications will be considered an additional service to this Work Order.

Deliverables – As a result of these tasks, GAI will produce the following:

- One set of schematic design and preliminary engineering plans identifying proposed civil, hardscape, landscape, and project aesthetic approach
- One copy of the rendered site plan
- One copy of the three dimensional perspective rendering
- One copy of the order of magnitude statement of probable cost
- Electronic files of each of the deliverables

Additional Services

GAI will provide Additional Services as mutually agreed between GAI and the Client. An equitable adjustment to GAI's Scope of Services and Compensation will be made through a Supplement to this Work Order for any Additional Services. These may include but are not limited to:

- Revise drawings, specifications or other documents when such revisions are:
 - Inconsistent with approval or instructions previously given by the Client, including revisions made necessary by adjustments in the Client's program or project budget
 - Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents
 - Due to changes required as a result of the Client's failure to render decisions in a timely manner
 - Due to a phased design approach determined after execution of this Proposal
- Significant changes to the overall project size
- Subsurface Utility Engineering
- Development of drawings beyond the scope of a schematic phase of work.

Schedule

GAI will begin work upon receipt of a copy of this Proposal executed and authorized below. GAI will endeavor to complete its Scope of Services within the timeframe of the Client's schedule to complete the project, subject to excused delay occasioned by factors beyond GAI's reasonable control.

Compensation

Compensation for services rendered by GAI will be on a lump sum basis in accordance with the rates agreed to in the Master Agreement for Professional Services between GAI and the City of Clermont. GAI will perform the above described professional services for the fee summarized below.

	Description	Method of Payment	Fee
1.0	Survey	Lump Sum	\$19,000
2.0	Preliminary Geotechnical Engineering	Lump Sum	\$5,000
2.0	Preliminary Ecological Assessment	Lump Sum	\$2,980
3.0	Schematic Design and Preliminary Engineering	Lump Sum	\$94,520
Total <i>(not including reimbursables)</i>			\$121,500

Reimbursable Expenses

Reimbursable expenses may include in-house and out-of-house projected costs required to perform and deliver the survey, ecological assessment and schematic design documents, such as postage, courier services, overnight deliveries, and mileage. General reproduction will be provided by the Client for progress printing and permit submittals. Reimbursable Expenses are estimated at \$2,000.

Reimbursable expenses will be invoiced separately on an actual cost basis.

Payment

Unless otherwise specified in the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A, GAI will prepare invoices monthly and payment will be due within 30 days of the date of the invoice. All other payment terms will be in accordance with Exhibit A.

Assumptions and Understandings

GAI's Scope of Services, Schedule and Compensation as set forth above have been prepared on the basis of the following assumptions and understandings:

1. Access to the project site(s) or other land upon which GAI is to conduct any field work will be available to GAI personnel in a timely manner.
2. Client has provided all its requirements for GAI's scope of services and all criteria and/or specifications that GAI should utilize at the time this Proposal is authorized. This includes any requirement for any statement of professional opinion or certification.

3. Client has provided all available information pertinent to GAI's scope of services, including previous reports/drawings; utility information, etc. at the time this Proposal is authorized. Unless otherwise noted, GAI may rely upon such information.
4. Client will give GAI prompt notice whenever it observes or otherwise becomes aware of any development that affects the scope or timing of GAI's performance.
5. Client will examine and provide comments and/or decisions with respect to any GAI interim or final deliverables within a period mutually agreed upon.

6. PURSUANT TO FLORIDA STATUTE 558.0035(1)(C), TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES THAT AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Please do not hesitate to contact me at 407.423.8398 if you have any questions or wish to discuss this Proposal. If this Proposal is acceptable, please sign where indicated below and return one copy for our file. This also will serve as authorization for GAI to proceed. GAI's performance of the Scope of Services will be governed by the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A and incorporated herein by reference.

Sincerely,
GAI Consultants, Inc.



Robert Schanck, P.E.
Director of Engineering



Frank Bellomo, PLA
Senior Director of Landscape Architecture

RAS/FB/dro

REQUESTED AND AUTHORIZED BY:

City of Clermont

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Attachment: Exhibit A – GAI Standard Terms and Conditions for Professional Services

EXHIBIT A
GAI Standard Terms and Conditions for Professional Services

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

1. Scope of Services and Extent of Agreement - GAI shall perform the Services as described in GAI's Proposal to which these Terms and Conditions are attached for the specified Project, incorporated herein by reference.

No modification or changes to these Terms and Conditions may be made except by written instrument signed by the parties. CLIENT acknowledges that he/she/it has read these Terms and Conditions, understands them, agrees to be bound by them, and further agrees that they are the complete and exclusive statement of the AGREEMENT between the parties, superseding all proposals, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.

2. Compensation – GAI hereby agrees to accept and CLIENT agrees to pay the compensation on either a time (hourly) and expense basis in accordance with GAI's rates in effect at the time of performance, or lump sum basis as set forth in GAI's Proposal to perform the Services.

If GAI's services are performed on an HOURLY BASIS, GAI will be paid for all time rendered to the project, including project scoping by professional, technical, and clerical personnel in accordance with the attached Hourly Rate Schedule. Time required for personnel of GAI to travel between GAI's office and the Site (or any other destination applicable to the project) is charged in accordance with the rates shown in the attached Hourly Rate Schedule. If overtime for non-exempt personnel (as defined by statute) is required, the overtime rate charged will be 1.20 times the invoice rate shown on the attached Hourly Rate Schedule.

3. Invoicing/Payment

- A. GAI will submit invoices periodically, but not more frequently than every two weeks, for Project services performed during the period or upon completion of the Project, whichever is earlier.
- B. Invoices are due and payable in U.S. dollars within 30 days from date of invoice. All charges not paid within 30 days are subject to a service charge of 1-1/2 percent per month or a fraction thereof, plus all costs and expenses of collection, including without limitation, attorneys' fees. In addition to the foregoing, should CLIENT fail to pay any invoice within 45 days of the invoice date, GAI may, in its sole discretion, upon 3 days written notice to CLIENT, stop work and recover from CLIENT payment for all services performed prior to the work stoppage, plus all amounts for interest, penalties and attorney's fees that may be recoverable under applicable law, including without limitation, prompt payment and/or lien laws. GAI will resume performance once CLIENT pays all outstanding amounts due plus any advance payment(s) or other security in GAI's sole discretion deemed necessary by GAI.
- C. CLIENT will be invoiced for external expenses, such as travel, lodging, sub-contracted services, etc., at direct cost plus a 10% handling and administrative fee.
- D. Payments shall include the GAI invoice number and be mailed to the address on the proposal, to the attention of Accounts Receivable.

4. Changes – CLIENT and GAI may make additions to the scope of work by written Change Order. CLIENT may omit work previously ordered by written instructions to GAI. The provisions of these Terms and Conditions, with appropriate changes in GAI's Compensation and Project Schedule, shall apply to all additions and omissions.

5. CLIENT Responsibilities – CLIENT represents, with the intent that GAI rely thereon, that it has sufficient financial resources to pay GAI as agreed to in these Terms and Conditions and, as applicable and necessary for GAI to perform its services, CLIENT will:

- A. Provide all criteria and full information as to its requirements for GAI's services, including design or study objectives, constraints,

third party certification requirement(s), standards or budget limitation(s).

- B. Assist GAI by placing at its disposal all available information pertinent to the Project and/or GAI's services including the actual or suspected presence of hazardous waste, materials or conditions at or beneath the Project site, record ("As-Built") drawings, surveys, previous reports, exploration logs of adjacent structures and any other data relative to the Project. Unless otherwise noted, GAI may rely upon such information.
- C. Upon identification by GAI and approval by CLIENT of the necessity and scope of information required, furnish GAI with data, reports, surveys, and other materials and information required for this Project, all of which GAI may rely upon in performing its services, except those included in GAI's scope of services.
- D. Guarantee access to the property and make all provisions for GAI to enter upon public and private lands and clear all exploration location(s) for buried utilities/piping/structures as required for GAI to perform its services under these Terms and Conditions.
- E. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by GAI to CLIENT and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon.
- F. Designate in writing a person to act as CLIENT'S representative with respect to the services to be rendered under these Terms and Conditions. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to GAI's services.
- G. Give prompt written notice to GAI whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of GAI'S services, or any defect in the Project or work of Contractor(s).
- H. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- I. Furnish such legal and insurance counseling services as CLIENT may require for the Project.

6. Schedule/Delays – GAI shall commence performance upon receipt of the CLIENT's written authorization to proceed and shall perform its professional services in accordance with the schedule set forth in its Proposal, provided however, the performance of these Terms and Conditions, except for the CLIENT's payment of money for services already rendered, shall be excused in the event performance of these Terms and Conditions is prevented or delays are occasioned by factors beyond GAI's control, or by factors which could not reasonably have been foreseen at the time this Exhibit A was prepared and executed. The delayed party's performance shall be extended by the period of delay plus a reasonable period to restart operations.

7. Document Ownership, and Reuse

- A. All reports, drawings, specifications, manuals, learning and audio/visual materials, boring logs, field data, laboratory test data, calculations, estimates, and other documents (collectively "Work Product") prepared by GAI are instruments of service shall remain the property of GAI. Unless otherwise notified by CLIENT, GAI will retain all pertinent records relating to the Services performed for a period of two (2) years following submission of the report, design documents or other project deliverables, during which period the records will be made available at GAI's office to the CLIENT at reasonable times.
- B. Any reuse of the Work Product described above without written

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

verification or adaptation by GAI, as appropriate, for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to GAI. CLIENT shall indemnify and hold harmless GAI from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any future verification or adaptation of such Work Product will entitle GAI to further compensation at rates to be agreed upon by CLIENT and GAI.

- C. Unless specified otherwise in GAI's Proposal, GAI will dispose of all materials and samples obtained in the investigation portion of the project 90 days after completion of the report. Further storage or transfer of samples will be made at CLIENT's expense.
- D. CLIENT recognizes that site conditions where samples and data are gathered do vary with time and that particularly subsurface conditions may differ from those encountered at the time and location where explorations or investigations are made and, therefore, the data, interpretations, and recommendations of GAI are based solely on the information available at the time of the investigation. GAI shall not be responsible for the interpretation by others of the information it develops.
8. Standard of Performance – GAI will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the Services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. Insurance
- A. GAI shall procure and maintain such insurance as is required by law as of the date first written above and during the performance of the Agreement, and subject to the terms and conditions of the policies, keep in force the following insurance:
- Worker's Compensation Insurance with other State's endorsement, including Employer's Liability Insurance for its employees in the amount of \$500,000; Comprehensive General Liability Insurance, including Protective and Completed Operations, covering bodily injuries with limits of \$1,000,000 per occurrence, and property damage with limits of \$1,000,000 per occurrence; Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, with combined single limits for bodily injury and property damage of \$1,000,000 per occurrence; Excess Umbrella Liability Insurance with limits of \$1,000,000 in the aggregate.
- B. If CLIENT requires additional types or amounts of insurance coverage, GAI, if specifically directed by CLIENT, will purchase additional insurance (if procurable) at CLIENT's expense; but GAI shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of GAI's insurance specified above.
- C. CLIENT will require that any Contractor(s) performing work in connection with GAI's Services will name GAI as an additional insured on their insurance policies. In addition, in any hold-harmless agreements between CLIENT or Owner and any contractor who may perform work in connection with any professional services rendered by GAI, CLIENT will require such contractor(s) to defend and indemnify GAI against third party suits.
- D. It is agreed that GAI shall have no responsibility: 1) To supervise, manage, direct, or control CLIENT or its Contractors', subcontractors' or their employees; 2) For any of CLIENT's or its contractors, subcontractors or agents or any of their employees' safety practices, policies, or compliance with applicable Federal, State and/or local safety and health laws, rules or regulations; 3) For the adequacy of their means, methods, techniques, sequencing or procedures of performing their services or work; or 4) For defects in their work.
10. Indemnity – Subject to the Limitation(s) of Liability provision(s) below in Articles 11 and 12, GAI agrees to indemnify and hold harmless CLIENT, and its officers, directors, and employees from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses including reasonable attorneys' fees, or other loss (collectively "Losses") to the extent caused by GAI's negligent performance of Services under these Terms and Conditions.
11. Limitation of Liability – In the event of any loss, damage, claim or expense to CLIENT resulting from GAI's performance or non-performance of the professional services authorized under these Terms and Conditions, GAI's liability whether based on any legal theory of contract, tort including negligence, strict liability or otherwise under these Terms and Conditions for professional acts, errors, or omissions shall be limited to the extent any such claims, damages, losses or expenses result from the negligent act, errors or omissions of GAI or its employees occurring during performance under these Terms and Conditions. The total cumulative liability of GAI arising out of professional acts, errors, or omissions shall not exceed the greater of \$50,000 or two times the total compensation GAI receives from CLIENT under these Terms and Conditions. GAI's aggregate liability for all other acts, errors, or omissions shall be limited to the coverage and amounts of insurance specified in Article 9, above. The limitations stated above shall not apply to the extent any damages are proximately caused by the willful misconduct of GAI and its employees.
12. Disclaimer of Consequential Damages – Notwithstanding anything to the contrary in these Terms and Conditions, neither party shall have any liability to the other party for indirect, consequential or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, increased cost of operations or costs of shutdown or startup whether such damages are based on contract, tort including negligence, strict liability or otherwise.
13. Probable Construction Cost Estimates – Where applicable, statements concerning probable construction cost and detailed cost estimates prepared by GAI represent its judgment as a professional familiar with the construction industry. It is recognized, however, that neither GAI nor CLIENT has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, GAI cannot and does not guarantee that bids, proposals, or actual costs will not vary from any statement of probable construction cost or other cost estimate prepared by it.
14. Confidentiality/Non-Disclosure – GAI shall not disclose, or permit disclosure of any information developed in connection with its performance under these Terms and Conditions or received from CLIENT or the PROJECT OWNER, or their affiliates, subcontractors, or agents designated by CLIENT as confidential, except to GAI's employees and subcontractors who need such information in order to properly execute the services of these Terms and Conditions, and shall require any such of its employees and subcontractors and their employees not to disclose or permit disclosure of any of such information, without the prior written consent of CLIENT. The foregoing shall not prohibit GAI from disclosing information in response to any Federal, State or local government directive or judicial order, but in the event GAI receives or is threatened with such an order or has actual knowledge that such an order may be sought or be forthcoming, GAI shall immediately notify CLIENT and assist CLIENT in CLIENT's undertaking such lawful measures as it may desire to resist the issuance, enforcement and effect of such an order. GAI's obligation to resist such an order and assist CLIENT and the PROJECT OWNER is contingent upon GAI receiving further compensation for such assistance plus all costs and expenses, including without limitation reasonable attorney's fees, incurred by GAI.
15. Certifications – GAI shall not be required to execute any certification

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

with regard to work performed, tested, and/or observed under these Terms and Conditions unless:

- A. GAI concludes that it has performed, tested and/or observed sufficient work to provide a sufficient basis for it to issue the certification; and
- B. GAI believes that the work performed, tested or observed meets the certification criteria; and
- C. GAI gave its written approval of the certification's exact form before executing these Terms and Conditions.

Any certification by GAI shall be interpreted and construed as an expression of professional opinion based upon the Services performed by GAI, and does not constitute a warranty or guaranty, either expressed or implied.

16. Miscellaneous Terms of Agreement

- A. These Terms and Conditions shall be subject to, interpreted, and enforced according to the laws of the Commonwealth of Pennsylvania without giving effect to its conflict of law principles. If any part of these Terms and Conditions shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- B. Neither the CLIENT nor GAI may delegate, assign, sublet, or transfer their duties or interest as described in these Terms and Conditions and GAI's Proposal without the written consent of the other party. Both parties relinquish the power to assign and any attempted assignment by either party or by operation of law shall be null and void.
- C. These Terms and Conditions shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assignees. In the event that a dispute should arise relating to the performance of the Services to be provided under these Terms and Conditions and GAI's Proposal, and should that dispute result in litigation, it is agreed that each party shall bear its own litigation expenses, including staff time, court costs, attorneys' fees, and other claim-related expenses.
- D. CLIENT shall not assert any claim or suit against GAI after expiration of a Limitation Period, defined as the shorter of (a) three (3) years from substantial completion of the particular GAI service(s) out of which the claim, damage or suit arose, or (b) the time period of any statute of limitation or repose provided by law.

In the event of any claim, suit or dispute between CLIENT and GAI, CLIENT agrees to only pursue recovery from GAI and will not to seek recovery from, pursue or file any claim or suit, whether based on contract, tort including negligence, strict liability or otherwise against any director, officer, or employee of GAI.

- E. No modification or changes in the terms of this Agreement may be made except by written instrument signed by the parties. CLIENT acknowledges that they have read this AGREEMENT, understands it, agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the AGREEMENT between the parties superseding all work orders, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.
- F. Either the CLIENT or GAI may terminate or suspend performance of these Terms and Conditions without cause upon thirty (30) days written notice delivered or mailed to the other party.
 - (1) In the event of material breach of these Terms and Conditions, the party not breaching the AGREEMENT may terminate it upon ten (10) days written notice delivered or mailed to the other party, which termination notice shall

state the basis for the termination. The AGREEMENT shall not be terminated for cause if the breaching party cures or commences to cure the breach within the ten day period.

- (2) In the event of the termination, other than caused by a material breach of these Terms and Conditions by GAI, CLIENT shall pay GAI for the Services performed prior to the termination notice date, and for any necessary services and expenses incurred in connection with termination of the project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination or subcontractor and/or subconsultant contracts. Such compensation shall be based upon the schedule of fees used by GAI.
- (3) In the event CLIENT delays providing written authorization to proceed within 45 days of the date of GAI's Proposal or suspends GAI's performance for 45 days or more after authorization has been given, GAI reserves the right, in its sole discretion, to revise its cost, compensation and/or hourly rates to its then current rates prior to resuming performance under these Terms and Conditions.
- G. All notices required to be sent hereunder shall be either hand delivered, with signed receipt of such hand delivery, or sent by certified mail, return receipt requested.
- H. The paragraph headings in these Terms and Conditions are for convenience of reference only and shall not be deemed to alter or affect the provisions hereof.
- I. Unless expressly stated to the contrary, the professional services to be provided by GAI do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing, or arbitration. If requested, these services will be provided by an amendment to these Terms and Conditions, setting forth the terms and rates of compensation to be received by GAI.
- J. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT, the PROJECT OWNER if different than CLIENT and GAI.
- K. GAI is an Equal Opportunity Employer. GAI complies with the Office of Federal Contract Compliance Programs Affirmative Action Programs as outlined in 41 CFR 60-1.4(a)(b), 41 CFR 60-250.5(a)(b), and 41 CFR 60-741.5(a)(b).

END OF TERMS AND CONDITIONS



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 26, 2016		
Agenda Item Name		
Ordinance No. 2016-02 <i>Final</i> <i>Hartle Grove Multifamily Annexation</i>		
Requested Action		
Move to approve Ordinance 2016-02.		
Staff Report		
This administrative request is being heard concurrently with a request for a rezoning. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The agreement with the City was executed on September 16, 2011. The property is vacant and is under consideration for development. The property, originally owned by BFG Lakeshore LTD, was sold to Hartle Grove Apartments LLC in January 2016. The property is approximately 25 acres and had entitlements granted by Lake County for a multifamily project. Only a portion of the original Planned Unit Development (PUD) will be annexed at this time and the remaining portion, approximately 44 acres, will be annexed at a future date. The rezoning request is to change the zoning from Urban Estate (was PUD in Lake County) to the City's PUD zoning classification. An administrative comprehensive plan amendment request will be processed at a future date. Staff recommends approval of the annexation.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	ANN ORD 2016-02.doc	
2. Location Map	Hartle Groves MF Location Map.pdf	
3. Utility Agreement	Hartle Grove Utility Agreement 2011.pdf	
4. Legal ad	ANN legal ad Hartle Grove MF.docx	

CITY OF CLERMONT
ORDINANCE No. 2016-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, RECORDING, AND PUBLICATION.

WHEREAS, the City Council of the City of Clermont, Florida approved a Utility Service Agreement for Water and Wastewater for the subject property, dated September 16, 2011; and

WHEREAS, in accordance with the Clermont Interlocal Service Boundary Agreement dated December 2, 2014, the subject property is eligible to be annexed into the City; and

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

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

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

SECTION 1.

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

Legal Description

From the center of Section 26, Township 22 South, Range 26 East, run north 89-33-31 west along south line of northwest ¼ a distance of 724.83' to west right-of-way line of Hartle Road & point of beginning, thence leaving said south line run north 01-48-40E 39.57' to the point of curvature of a curve concave southeasterly having a radius of 480' & a chord bearing on north 29-30-49 east, thence run northerly along the arc of said curve thru a central angle of 55-24-18 for a distance of 464.16' to the point of tangency thence run north 57-12-58 east 342.29' to the point of curvature of a curve concave northwesterly having a radius of 380' & a chord bearing of north 28-51-44 east thence run northeasterly along the arc of said curve thru a central angle of 56-42-29 for a distance of 376.1' to a radial line, thence north 89-29-31 west along said radial line for a

CITY OF CLERMONT
ORDINANCE No. 2016-02

distance of 6', north 0-30-29 east 25.77', north 89-06-32 west 108.8', north 62-10-41 west 99.09', north 89-06-32 west 507.31', north 0-30-29 east 270' to south right-of-way line of SR 50. Run north 89-06-32 west along said south right-of-way line 572.14' to west line of east 1/2 of northwest 1/4, thence leaving said south right-of-way line run south 0-26-27 west along said west line of east 1/2 of northwest 1/4 1285.28' to southwest corner of east 1/2 of northwest 1/4, thence run south 89-33-31 east along south line of northwest 1/4 a distance of 605.93' to point of beginning. ORB 2556 PG 877, Containing 25.31 acres more or less

Alternate Key 3827131, south of S.R. 50, west of Hartle Road

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

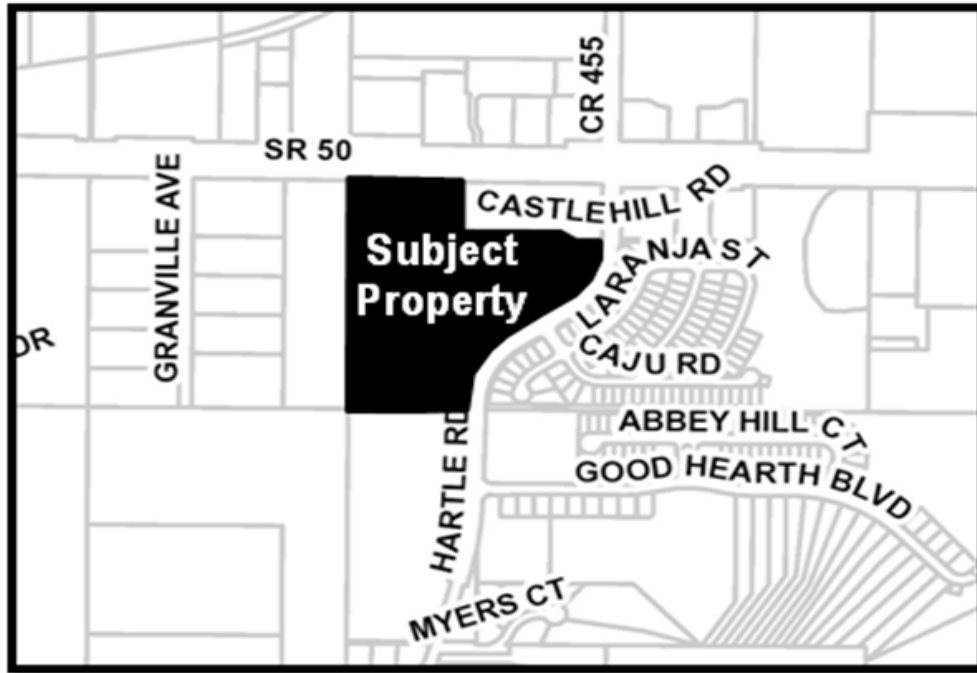
This Ordinance shall be recorded in the public records of Lake County, Florida.

SECTION 6.

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

CITY OF CLERMONT
ORDINANCE No. 2016-02

Location map:



CITY OF CLERMONT
ORDINANCE No. 2016-02

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 26th day of January, 2016.

CITY OF CLERMONT

Gail L. Ash, Mayor

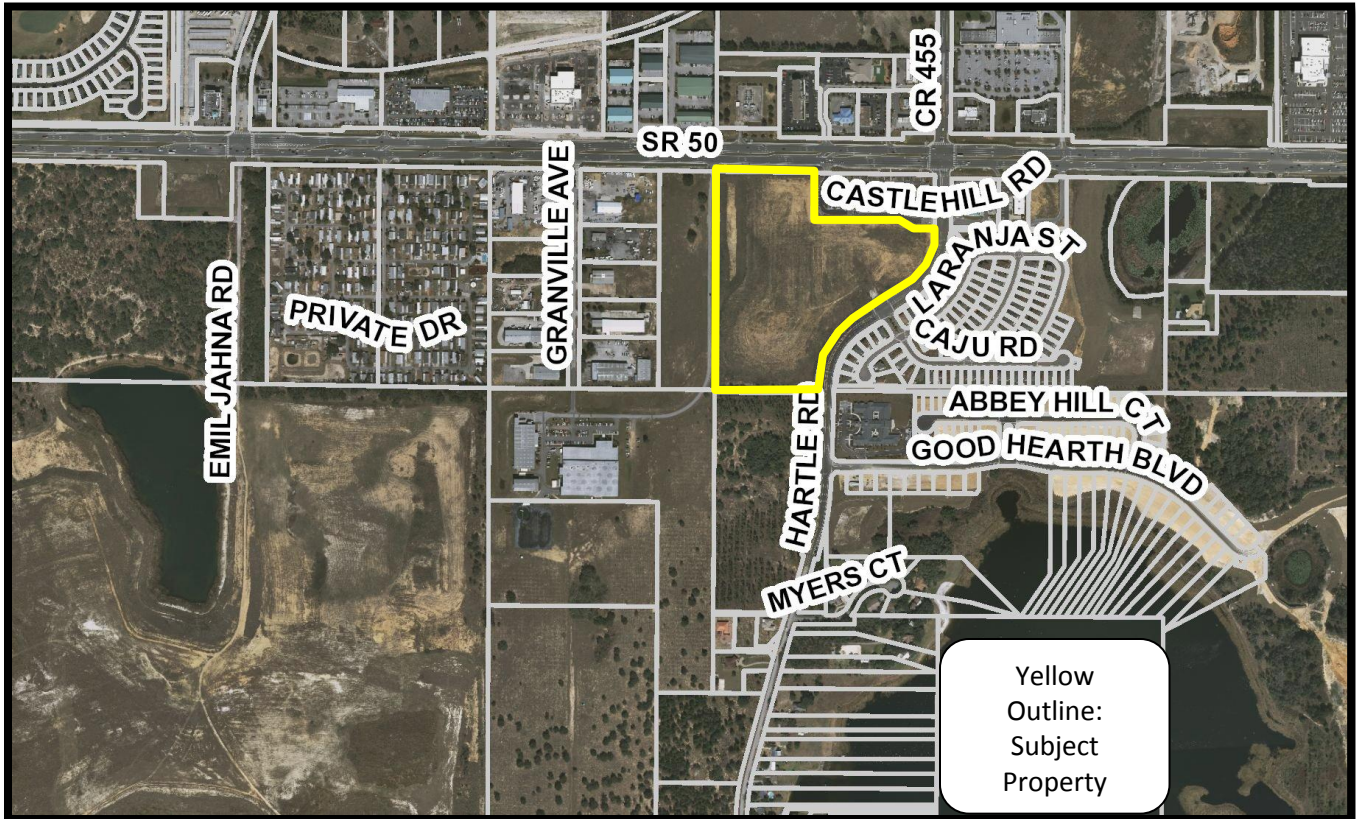
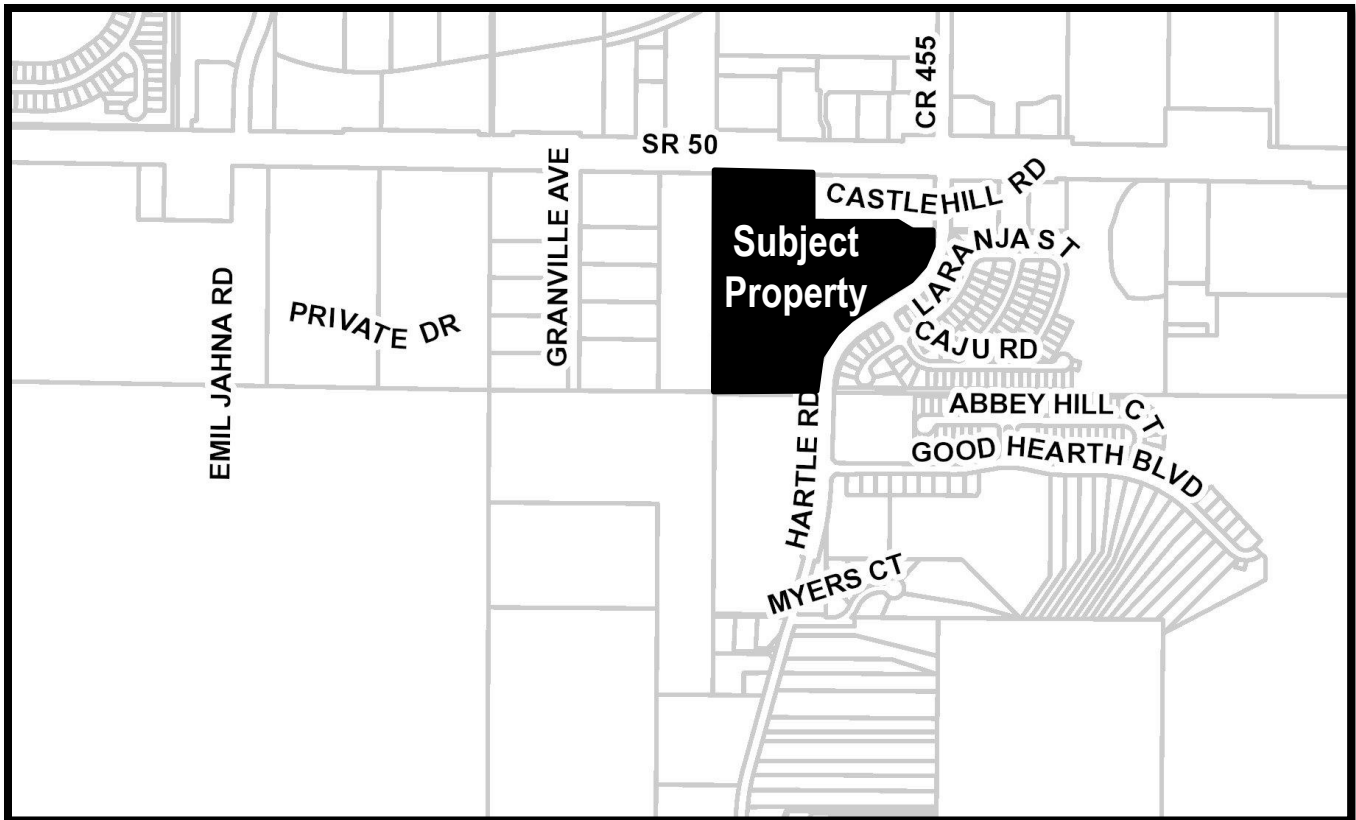
ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map
BFG Lakeshore/Hartle Groves PUD Multifamily



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



UTILITY SERVICE AGREEMENT FOR WATER & WASTEWATER

This document constitutes an agreement between the City of Clermont, hereby referred to as **CITY**, a municipality of the State of Florida, and BFG Lakeshore, Ltd. and its successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is proposing to develop a 483 unit residential community and a commercial development on real property (the "Property") described on Exhibit 'A' for the amended portion, attached hereto and by this reference made a part hereof; along with the entire 69 acre +/- development Utility Agreement as approved by the Clermont City Council on 1/10/06; and

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

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

Whereas, as a condition of the provision of water and sewer 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 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 and sewer 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/SEWER

Each and all of the foregoing premises are incorporated into and constitute a part of this Agreement.

- 1.1 CITY shall provide water and sewer service for the Property in accordance with the water and sewer utilities development plans as approved by CITY, hereinafter the Final Utility Development Plan.
- 1.2 OWNER shall connect to the existing City system at connection point or points approved and constructed by CITY and located in the "Easement Area" as more particularly described in Exhibit "A" attached hereto and in the Final Utility Development Plan as approved by CITY.
- 1.3 The OWNER shall construct the facilities, lines and appurtenances necessary to connect to the City's system contained in the Easement Area to serve the development as set forth in the approved Final Utility Development Plan. OWNER shall 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.
- 1.4 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.
 - 1.5 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the CITY.
 - 1.6 The OWNER shall be responsible for all costs of on-site and off-site improvements, necessary to connect to CITY's system at its current location in the Easement Area. Including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.
 - 1.7 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. The CITY shall notify OWNER within 60 days if lines are to be oversized.
 - 1.8 The existing utilities along State Road 50 must stay in service throughout construction. If in order for the existing utilities to remain in service 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 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 the 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.
 - 1.10 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
 - 1.11 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water and sewer lines and appurtenances, both on site and off site, required to serve the Property, with reimbursement for the difference in costs as determined in Section 1.10 from the CITY in the form of Impact Fee Credits.
 - 1.12 The Impact Fee Credits shall be established subject to Sections 1.9 and 1.11 and at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.
 - 1.13 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but may be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.
 - 1.14 Any fencing within public view, (including retention ponds), must be ornamental metal with complementing structural columns. No chain link shall be used in public view areas.

- 1.15 The OWNER must coordinate with Lake County and the Metropolitan Planning Organization (MPO) for compliance with Transportation Concurrency, and the Transportation Concurrency Management System (TCMS).
- 1.16 The remaining development (Single family and commercial portions) and other requirements not covered by this multi-family amendment shall be developed in accordance with the Water & Wastewater Service Agreement approved on 1/10/06.
- 1.17 The multi-family common areas shall be irrigated by private well.
- 1.18 The single family and multi-family residential portions of the development proposed utility flow/demand for water is 169,050 gpd and sewer is 144,900 gpd; and the commercial utility flow/demand for water is 11,305 gpd and sewer is 9,690 gpd.

Section 2 – DEVELOPMENT STANDARDS

- 2.1 The project shall be developed according to the JPA Land Development Regulations (Lake County Ordinance No. 2005-64). Items not addressed in the JPA Land Development Regulations must be developed to City standards unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.
- 2.2 The project shall be developed according to the approved Lake County PUD (Ord. #2004-4 and #2009-4 and #2011-50), the preliminary plat dated 11/22/04; the final engineering drawings dated 7/7/05; and the overall layout plan dated 6/31/11 as submitted with the application. As approved in the PUD, plat and drawings described above, all storm water from the commercial development to be located on the Property, including the first flush generated by the commercial development, may be directed to a master storm water pond to be developed as part of the residential community to be developed on the Property, and such master pond shall satisfy all requirements with respect to storm water from the commercial development without any onsite detention or retention improvements required as part of the commercial development. The commercial development to be located on the Property may be developed in accordance with Lake County standards without regard for the JPA standards. Items with respect to the 325 unit residential community to be developed on the Property not addressed in the PUD must be developed to the JPA standards unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.
- 2.3 OWNER will ensure that the CITY waterline has a minimum cover of three (3) feet and a maximum of six (6) feet deep from the final surface of the ground.

Section 3 – ANNEXATION

- 3.1 OWNER agrees that CITY may annex the Property into the City of Clermont if CITY, in 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". The Notice of Encumbrance shall be executed by all owners of 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.

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
P.O. Box 120219
Clermont, FL 34712-0219

OWNER

BFG Lakeshore, Ltd.
James H. Fant
401 Ferguson Drive
Orlando, FL 32805

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

The effective date of this agreement shall be the day of execution of the agreement required hereunder.

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

DATED this 16th day of September, 2011.

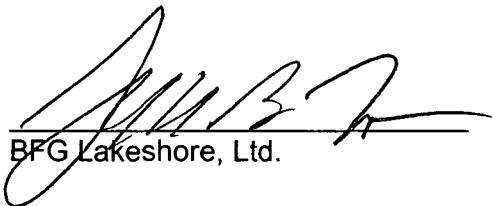
CITY OF CLERMONT


 Harold S. Turville Jr., Mayor

ATTEST:


 Tracy Ackroyd, City Clerk

OWNERS

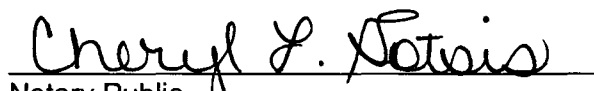

 BFG Lakeshore, Ltd.

*MEMBER/MANAGER
 BFG LAKESHORE LLC
 GENERAL PARTNER FOR
 BFG LAKESHORE, LTD.*

STATE OF FLORIDA
 COUNTY OF Orange

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Jeffrey B. Fuqua, as member/manager of BFG Lakeshore, LLC, who provided identification in the form of General Partner for BFG Lakeshore, Ltd. 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 16th day of September, 2011.


 Cheryl L. Gotsis
 Notary Public

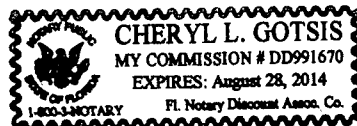


EXHIBIT "A"**PROPERTY DESCRIPTION**
(affected parcel)**Owners:**

BFG Lakeshore, LTD.

Descriptions:

FROM CENTER OF SEC RUN N 89-33-31 W ALONG S LINE OF NW 1/4 A DIST OF 724.83 FT TO W R/W LINE OF HARTLE RD & POB, THENCE LEAVING SAID S LINE RUN N 01-48-40 E 39.57 FT TO THE POINT OF CURVATURE OF A CURVE CONCAVE SE'LY HAVING A RADIUS OF 480 FT & A CHORD BEARING OF N 29-30-49 E, THENCE RUN NE'LY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 55-24-18 FOR A DIST OF 464.16 FT TO THE POINT OF TANGENCY, THENCE RUN N 57-12-58 E 342.29 FT TO THE POINT OF CURVATURE OF A CURVE CONCAVE NW'LY HAVING A RADIUS OF 380 FT & A CHORD BEARING OF N 28-51-44 E THENCE RUN NE'LY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 56-42-29 FOR A DIST OF 376.1 FT TO A RADIAL LINE, THENCE N 89-29-31 W ALONG SAID RADIAL LINE FOR A DIST OF 6 FT, N 0-30-29 E 25.77 FT, N 89-06-32 W 108.8 FT, N 62-10-41 W 99.09 FT, N 89-06-32 W 507.31 FT, N 0-30-29 E 270 FT TO S R/W LINE OF SR 50, RUN N 89-06-32 W ALONG SAID S R/W LINE 572.14 FT TO W LINE OF E 1/2 OF NW 1/4, THENCE LEAVING SAID S R/W LINE RUN S 0-26-27 W ALONG SAID W LINE OF E 1/2 OF NW 1/4 1285.28 FT TO SW COR OF E 1/2 OF NW 1/4, THENCE RUN S 89-33-31 E ALONG S LINE OF NW 1/4 A DIST OF 605.93 FT TO POB. ORB 2556 PG 877

Containing 25.31 acres +/-

Lake County Alternate Key Number & Parcel Number:

Alternate Key:	3827131	Parcel:	26-22-26-000200002400
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EXHIBIT "B"

Notice of Encumbrance
to Annex to City of Clermont

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

THIS INSTRUMENT, Made this ^{13TH}~~26th~~ ^{September}~~July~~, 2011, between **BFG Lakeshore, LTD**, property owners 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"

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):

BFG Lakeshore, LTD**Witnesses**

By: _____

Signature

Type or print name

By: _____

Signature

Type or print name

1. _____

Signature

Type or print name

2. _____

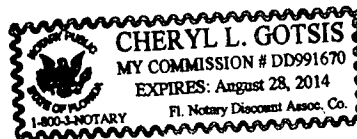
Signature

Type or print name

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 16th day of September 2011, by Jeffrey B. Fuqua, who is personally known to me or who has produced _____ as identification and who did not take an oath.

SEAL:



Notary Public

Cheryl L. Gotsis

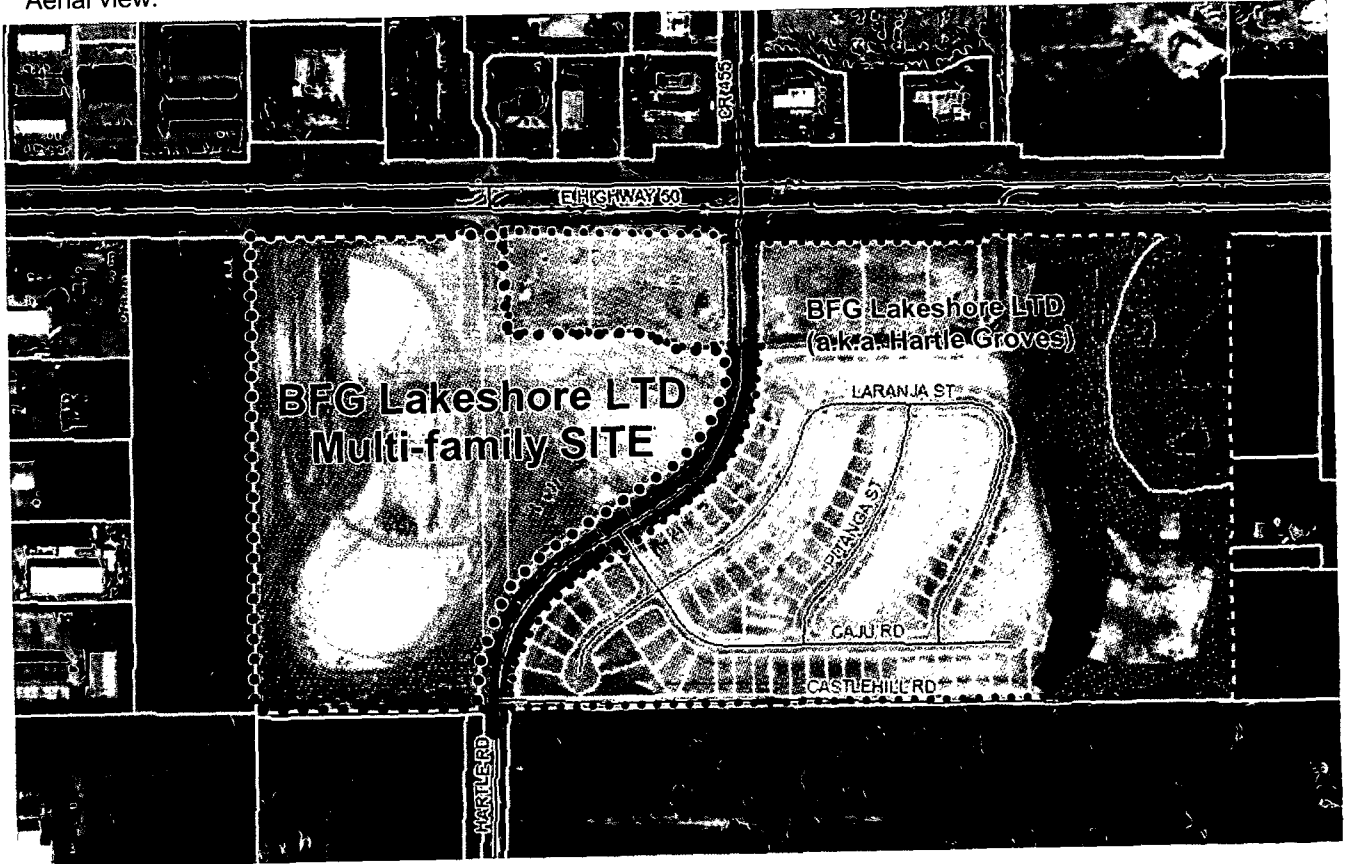
Type/print name

Cheryl L. Gotsis

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

BFG Lakeshore, LTD

Aerial view:



\\Cityhall\shares\Planning and Zoning\JPA -Utility Agreements & Reviews\BFG Lakeshore (Hartle Groves)\BFG Utility Agreement 7-2011.doc

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 26, 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. 2016-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR AN EFFECTIVE DATE; SEVERABILITY; RECORDING; AND PUBLICATION.

LOCATION:

(Alternate Key 3827131)
South of S.R. 50, West of Hartle Road

LEGAL DESCRIPTION

From the center of Section 26, Township 22 South, Range 26 East, run N89-33-31W along S line of NW ¼ a dist of 724.83' to W R/W line of Hartle Rd & POB, thence leaving said S line run N01-48-40E 39.57' to the point of curvature of a curve concave SE'LY having a radius of 480' & a chord bearing on N29-30-49E, thence run NE'LY along the arc of said curve thru a central angle of 55-24-18 for a dist of 464.16' to the point of tangency thence run N57-12-58E 342.29' to the point of curvature of a curve concave NW'LY having a radius of 380' & a chord bearing of N28-51-44E thence run NE'LY along the arc of said curve thru a central angle of 56-42-29 for a dist of 376.1' to a radial line, thence N89-29-31W along said radial line for a dist of 6', N0-30-29E 25.77', N89-06-32W 108.8', N62-10-41W 99.09', N89-06-32W 507.31', N0-30-29E 270' to S R/W line of SR 50. Run N89-06-32W along said S R/W line 572.14' to W line of E 1/2 of NW 1/4, thence leaving said S R/W line run S0-26-27W along said W line of E 1/2 of NW ¼ 1285.28' to SW cor of E 1/2 of NW ¼, thence run S89-33-31E along S line of NW ¼ a dist of 605.93' to POB. ORB 2556 PG 877, Containing 25.31 acres more or less

See Map Below

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

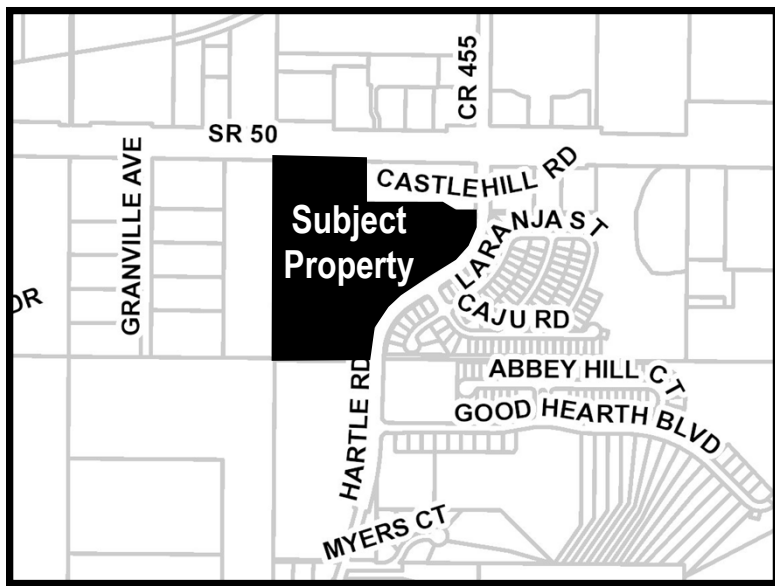
Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial

January 5 & 12, 2016

Location Map:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 26, 2016		
Agenda Item Name		
Ordinance No. 2016-03 <i>Final</i> <i>Hartle Grove Multifamily Rezoning</i>		
Requested Action		
Move to approve Ordinance 2016-03.		
Staff Report		
This administrative request is being heard concurrently with a request for annexation. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The agreement with the City was executed on September 16, 2011. The property is vacant and is under consideration for development. The property is approximately 25 acres and had entitlements granted by Lake County for a multifamily project. Only a portion of the original Planned Unit Development (PUD) will be annexed and rezoned at this time and the remaining portion, approximately 44 acres, will be annexed and rezoned at a future date. A related administrative comprehensive plan amendment request also will be processed at a future date. The rezoning request is to change the zoning from Urban Estate (was PUD in Lake County) to the City's PUD zoning classification. The project received entitlements through Lake County with approval of Ordinance No. 2011-50. This permitted up to 103 single family homes, 380 multifamily units, and commercial uses on 69 acres. The single family portion and a majority of the commercial have been developed. The multifamily project will be developed according to the conditions in the existing PUD that have been carried forth to the City's PUD with a few minor additions. Staff has met with the property owner on the proposed multifamily project and has provided comments to the developer through the site review process. The property, originally owned by BFG Lakeshore LTD, was sold to Hartle Grove Apartments LLC in January 2016. Based upon the above information, staff recommends approval of the rezoning from Urban Estate to the City's PUD zoning classification with the conditions outlined in PUD Ordinance 2016-03. <i>At the January 5, 2016 Planning and Zoning Commission meeting, Commissioner Cuqui Whitehead moved to recommend approval of the rezoning; seconded by Commissioner Tony Hubbard. The vote was unanimous to recommend approval.</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	Ordinance	REZ ORD 2016-03.docx
2.	Maps	Hartle Groves MF Maps.pdf
3.	Building Elevations	Building Elevations.pdf
4.	2011 Utility Agreement	Hartle Grove Utility Agreement 2011.pdf
5.	Lake County PUD 2011-50	Hartle Grove PUD 2011-50 Lake County.pdf
6.	Exhibit A - Conceptual Site Plan	Exhibit A.pdf
7.	P&Z Minutes	P&Z minutes.pdf
8.	Legal ad	Hartle Groves REZ legal ad.docx

CITY OF CLERMONT
ORDINANCE No. 2016-03

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

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

SECTION 1:

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

LEGAL DESCRIPTION

From the center of Section 26, Township 22 South, Range 26 East, run north 89-33-31 west along south line of northwest $\frac{1}{4}$ a distance of 724.83' to west right-of-way line of Hartle Road & point of beginning, thence leaving said south line run north 01-48-40E 39.57' to the point of curvature of a curve concave southeasterly having a radius of 480' & a chord bearing on north 29-30-49 east, thence run northerly along the arc of said curve thru a central angle of 55-24-18 for a distance of 464.16' to the point of tangency thence run north 57-12-58 east 342.29' to the point of curvature of a curve concave northwesterly having a radius of 380' & a chord bearing of north 28-51-44 east thence run northeasterly along the arc of said curve thru a central angle of 56-42-29 for a distance of 376.1' to a radial line, thence north 89-29-31 west along said radial line for a distance of 6', north 0-30-29 east 25.77', north 89-06-32 west 108.8', north 62-10-41 west 99.09', north 89-06-32 west 507.31', north 0-30-29 east 270' to south right-of-way line of SR 50. Run north 89-06-32 west along said south right-of-way line 572.14' to west line of east $\frac{1}{2}$ of northwest $\frac{1}{4}$, thence leaving said south right-of-way line run south 0-26-27 west along said west line of east $\frac{1}{2}$ of northwest $\frac{1}{4}$ 1285.28' to southwest corner of east $\frac{1}{2}$ of northwest $\frac{1}{4}$, thence run south 89-33-31 east along south line of northwest $\frac{1}{4}$ a distance of 605.93' to point of beginning. ORB 2556 PG 877, Containing 25.31 acres more or less - Alternate Key: 3827131

South of S.R. 50, west of Hartle Road

FROM: UE Urban Estate
TO: Planned Unit Development

CITY OF CLERMONT
ORDINANCE No. 2016-03

SECTION 2 - General Conditions:

This application for a Planned Unit Development to allow for a multi-family residential Planned Unit Development; be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with the Conceptual Site Plan prepared by Griffey Engineering, revision date December 18, 2015, Sheet 3 of 16, Layout, Exhibit A. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. The final Certificate of Occupancy shall not be issued until each of the stated conditions has been met.

SECTION 3 - Land Uses and Specific Conditions:

1. A total of up to 380 multifamily dwelling units may be permitted on the site. This is the remaining density that was approved under Lake County's PUD Ordinance No. #2011-50, PH #11-11-2 (Hartle Grove PUD Amendment). The original development consisted of 69 acres at a density of 7 units per net acre, or 483 units.
2. Setbacks for Multifamily Residential

Front:	20 feet from the property line
Secondary Front:	15 feet from the property line
Side:	5 feet from the property line plus 15 feet for each story in excess of two (2)
Rear:	20 feet from the property line
Between Buildings:	10 feet plus 15 feet for each story in excess of two (2)

CITY OF CLERMONT
ORDINANCE No. 2016-03

3. The multifamily development shall provide internal connections for pedestrian access to the commercial portions of the development on the west side of Hartle Road.
4. 25% common open space shall be provided.
5. Any walls or fences within the development area on the west side of Hartle Road shall provide for common pedestrian access (sidewalk or trail) to Hartle Road and State Road 50 at intervals not to exceed 1320 feet (1/4 mile).
6. Connection to central water and wastewater treatment is required and shall comply with all applicable State, Regional, and City of Clermont policies and regulations.
7. Prior to the issuance of any permits, the applicant shall be required to submit a formal site plan and construction plans for review and approval to the City of Clermont. The site plan and construction plans shall meet all submittal requirements and comply with all City codes and ordinances, as amended.
8. A trash compacter may be substituted for dumpsters for the project if the Applicant can demonstrate it can sufficiently meet the waste demands for the project. If this cannot be demonstrated, then one dumpster per 25 units shall be provided.
9. The project will have private gated streets that will be maintained by the developer or designated party.
10. Parking will be constructed at a minimum ratio of 1.5 spaces per dwelling unit.
11. Maximum building height will be 45 feet.

SECTION 4:

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

SECTION 5:

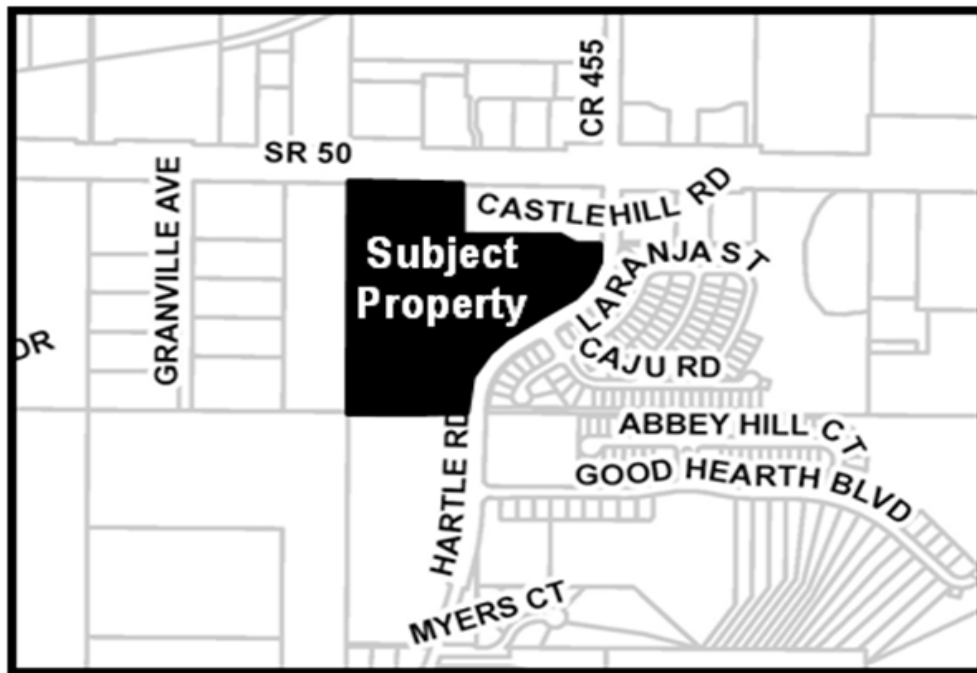
Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from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

CITY OF CLERMONT
ORDINANCE No. 2016-03

SECTION 6:

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

Location map:



CITY OF CLERMONT
ORDINANCE No. 2016-03

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 26th day of January, 2016.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map
BFG Lakeshore/Hartle Groves PUD Multifamily

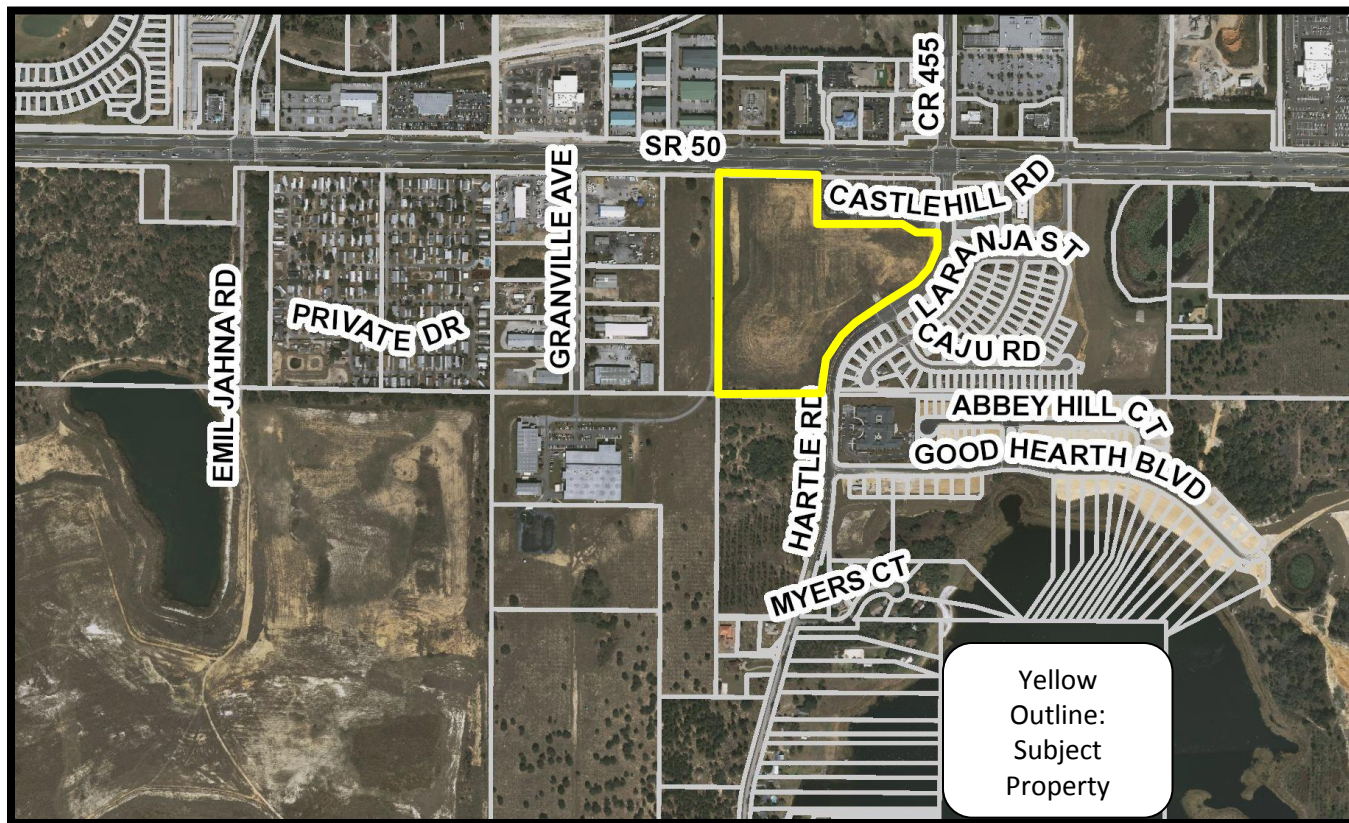
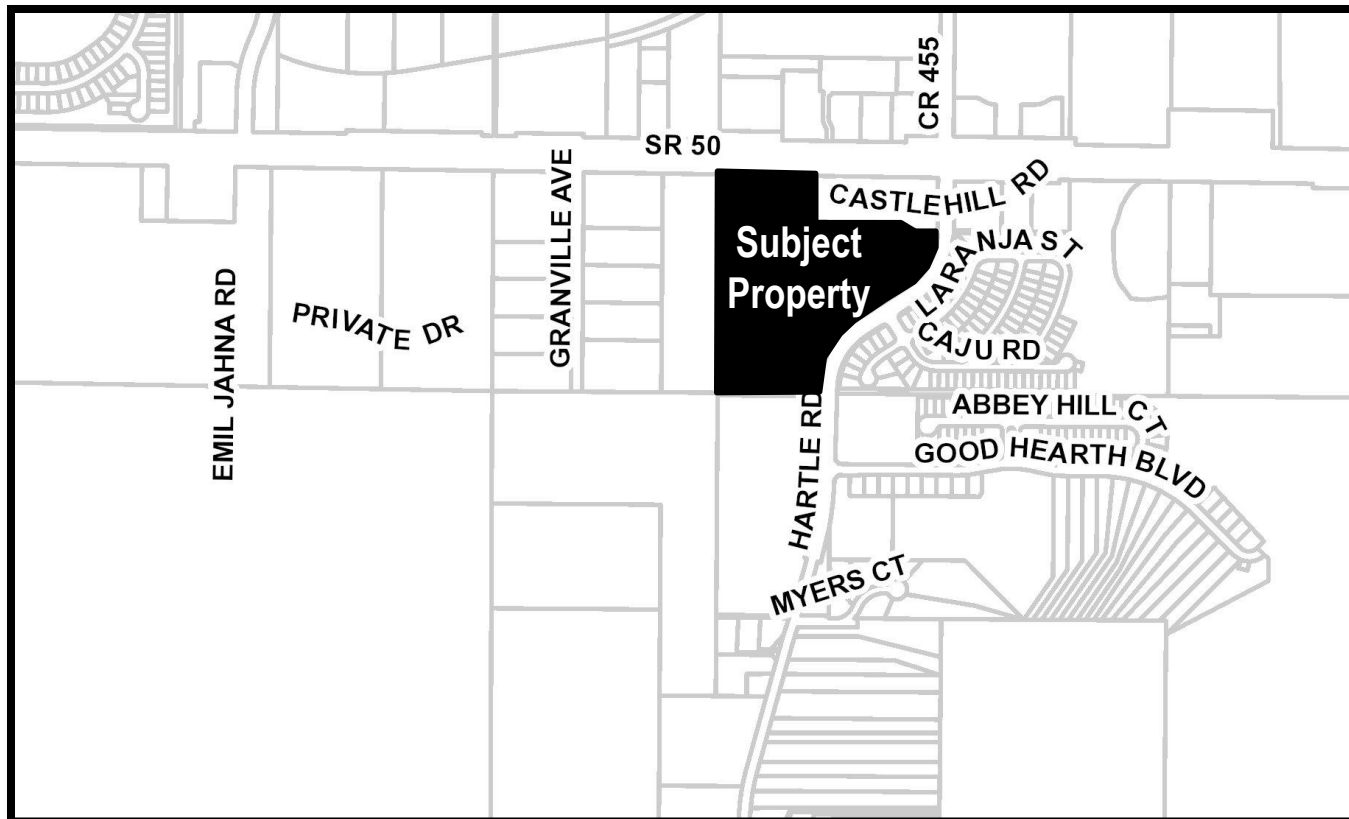
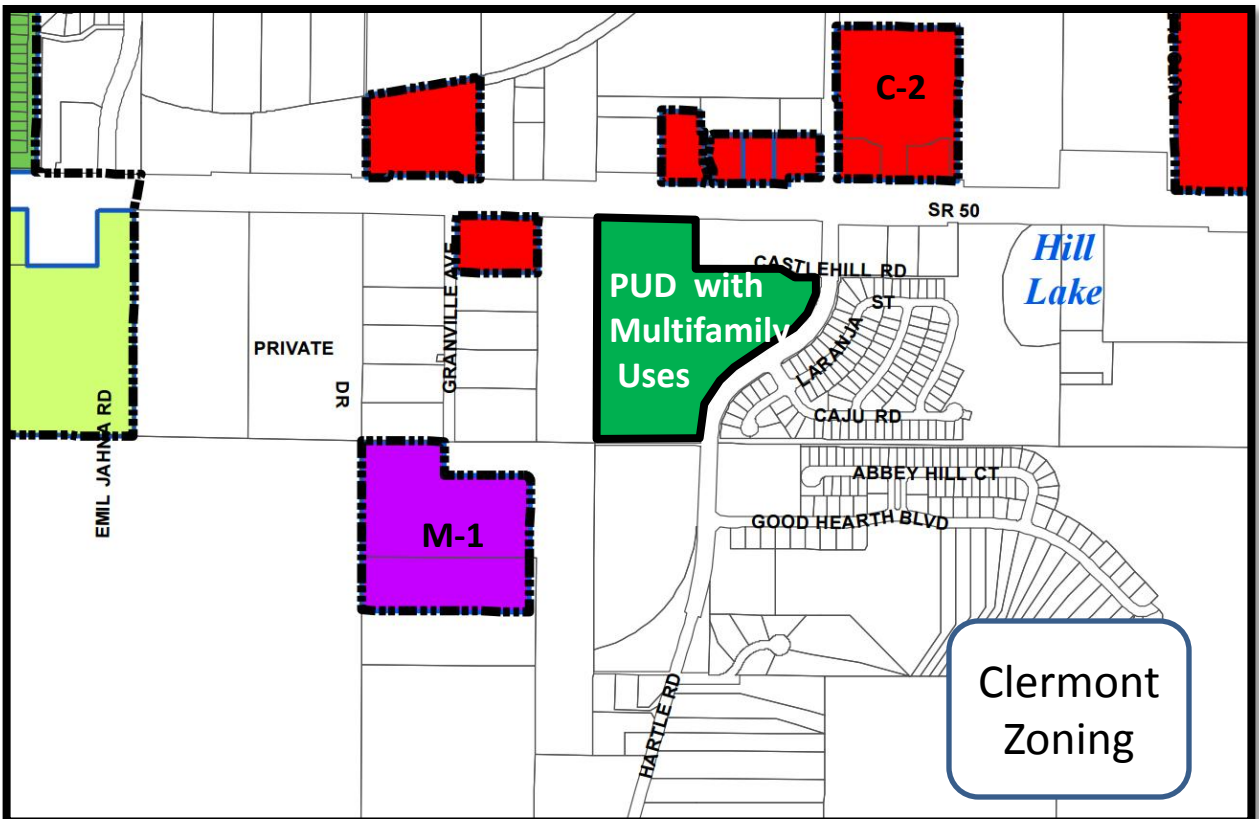
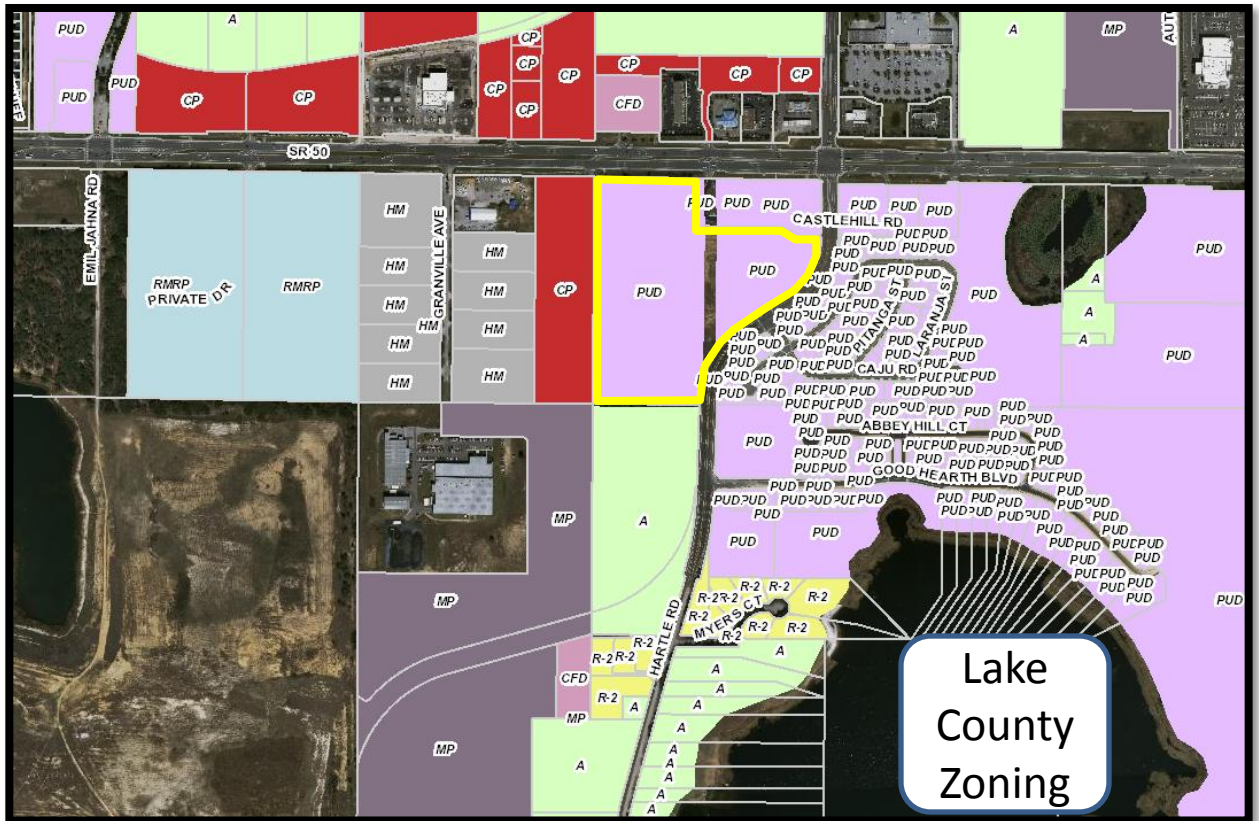


Exhibit - Location Map

BFG Lakeshore/Hartle Groves PUD Multifamily





BUILDING TYPE 2 - FRONT ELEVATION

RIDGE HEIGHT 45'-0"



BUILDING TYPE 2 - ENTRANCE ELEVATION



Hartle Grove Building Type 2

CLERMONT, FLORIDA

Date: December 7, 2015
 Scale: 1/16" = 1'-0"
 PROJECT No: 5329

RIDGE HEIGHT 45'-0"



BUILDING TYPE 2 - SIDE ELEVATION



© FUGLEBERG KOCH

2555 TEMPLE TRAIL

WINTER PARK • FLORIDA • 32789

Hartle Grove Building Type 2

CLERMONT, FLORIDA

TEL: 407-629-0595

FAX: 407-628-1057

AA26002103

WWW.FUGLEBERGKOCH.COM

Date: December 7, 2015

Scale: 1/16" = 1'-0"

PROJECT No: 5329



BUILDING TYPE 4 - SIDE A ELEVATION



BUILDING TYPE 4 - ENTRANCE ELEVATION



BUILDING TYPE 4 - SIDE B ELEVATION



BUILDING TYPE 4 - FRONT ELEVATION

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



UTILITY SERVICE AGREEMENT FOR WATER & WASTEWATER

This document constitutes an agreement between the City of Clermont, hereby referred to as **CITY**, a municipality of the State of Florida, and BFG Lakeshore, Ltd. and its successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is proposing to develop a 483 unit residential community and a commercial development on real property (the "Property") described on Exhibit 'A' for the amended portion, attached hereto and by this reference made a part hereof; along with the entire 69 acre +/- development Utility Agreement as approved by the Clermont City Council on 1/10/06; and

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

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

Whereas, as a condition of the provision of water and sewer 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 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 and sewer 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/SEWER

Each and all of the foregoing premises are incorporated into and constitute a part of this Agreement.

- 1.1 CITY shall provide water and sewer service for the Property in accordance with the water and sewer utilities development plans as approved by CITY, hereinafter the Final Utility Development Plan.
- 1.2 OWNER shall connect to the existing City system at connection point or points approved and constructed by CITY and located in the "Easement Area" as more particularly described in Exhibit "A" attached hereto and in the Final Utility Development Plan as approved by CITY.
- 1.3 The OWNER shall construct the facilities, lines and appurtenances necessary to connect to the City's system contained in the Easement Area to serve the development as set forth in the approved Final Utility Development Plan. OWNER shall 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.
- 1.4 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.
 - 1.5 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the CITY.
 - 1.6 The OWNER shall be responsible for all costs of on-site and off-site improvements, necessary to connect to CITY's system at its current location in the Easement Area. Including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.
 - 1.7 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. The CITY shall notify OWNER within 60 days if lines are to be oversized.
 - 1.8 The existing utilities along State Road 50 must stay in service throughout construction. If in order for the existing utilities to remain in service 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 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 the 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.
 - 1.10 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
 - 1.11 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water and sewer lines and appurtenances, both on site and off site, required to serve the Property, with reimbursement for the difference in costs as determined in Section 1.10 from the CITY in the form of Impact Fee Credits.
 - 1.12 The Impact Fee Credits shall be established subject to Sections 1.9 and 1.11 and at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.
 - 1.13 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but may be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.
 - 1.14 Any fencing within public view, (including retention ponds), must be ornamental metal with complementing structural columns. No chain link shall be used in public view areas.

- 1.15 The OWNER must coordinate with Lake County and the Metropolitan Planning Organization (MPO) for compliance with Transportation Concurrency, and the Transportation Concurrency Management System (TCMS).
- 1.16 The remaining development (Single family and commercial portions) and other requirements not covered by this multi-family amendment shall be developed in accordance with the Water & Wastewater Service Agreement approved on 1/10/06.
- 1.17 The multi-family common areas shall be irrigated by private well.
- 1.18 The single family and multi-family residential portions of the development proposed utility flow/demand for water is 169,050 gpd and sewer is 144,900 gpd; and the commercial utility flow/demand for water is 11,305 gpd and sewer is 9,690 gpd.

Section 2 – DEVELOPMENT STANDARDS

- 2.1 The project shall be developed according to the JPA Land Development Regulations (Lake County Ordinance No. 2005-64). Items not addressed in the JPA Land Development Regulations must be developed to City standards unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.
- 2.2 The project shall be developed according to the approved Lake County PUD (Ord. #2004-4 and #2009-4 and #2011-50), the preliminary plat dated 11/22/04; the final engineering drawings dated 7/7/05; and the overall layout plan dated 6/31/11 as submitted with the application. As approved in the PUD, plat and drawings described above, all storm water from the commercial development to be located on the Property, including the first flush generated by the commercial development, may be directed to a master storm water pond to be developed as part of the residential community to be developed on the Property, and such master pond shall satisfy all requirements with respect to storm water from the commercial development without any onsite detention or retention improvements required as part of the commercial development. The commercial development to be located on the Property may be developed in accordance with Lake County standards without regard for the JPA standards. Items with respect to the 325 unit residential community to be developed on the Property not addressed in the PUD must be developed to the JPA standards unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.
- 2.3 OWNER will ensure that the CITY waterline has a minimum cover of three (3) feet and a maximum of six (6) feet deep from the final surface of the ground.

Section 3 – ANNEXATION

- 3.1 OWNER agrees that CITY may annex the Property into the City of Clermont if CITY, in 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". The Notice of Encumbrance shall be executed by all owners of 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.

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
P.O. Box 120219
Clermont, FL 34712-0219

OWNER

BFG Lakeshore, Ltd.
James H. Fant
401 Ferguson Drive
Orlando, FL 32805

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

The effective date of this agreement shall be the day of execution of the agreement required hereunder.

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

DATED this 16th day of September, 2011.

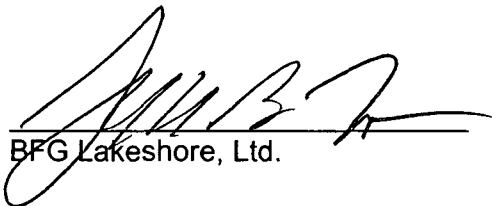
CITY OF CLERMONT


 Harold S. Turville Jr., Mayor

ATTEST:


 Tracy Ackroyd, City Clerk

OWNERS

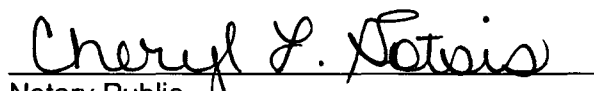

 BFG Lakeshore, Ltd.

*MEMBER/MANAGER
 BFG LAKESHORE LLC
 GENERAL PARTNER FOR
 BFG LAKESHORE, LTD.*

STATE OF FLORIDA
 COUNTY OF Orange

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Jeffrey B. Fuqua, as member/manager of BFG Lakeshore, LLC, who provided identification in the form of General Partner for BFG Lakeshore, Ltd. 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 16th day of September, 2011.


 Cheryl L. Gotsis
 Notary Public

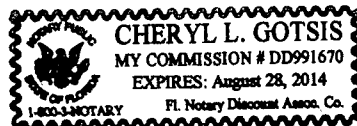


EXHIBIT "A"**PROPERTY DESCRIPTION**
(affected parcel)**Owners:**

BFG Lakeshore, LTD.

Descriptions:

FROM CENTER OF SEC RUN N 89-33-31 W ALONG S LINE OF NW 1/4 A DIST OF 724.83 FT TO W R/W LINE OF HARTLE RD & POB, THENCE LEAVING SAID S LINE RUN N 01-48-40 E 39.57 FT TO THE POINT OF CURVATURE OF A CURVE CONCAVE SE'LY HAVING A RADIUS OF 480 FT & A CHORD BEARING OF N 29-30-49 E, THENCE RUN NE'LY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 55-24-18 FOR A DIST OF 464.16 FT TO THE POINT OF TANGENCY, THENCE RUN N 57-12-58 E 342.29 FT TO THE POINT OF CURVATURE OF A CURVE CONCAVE NW'LY HAVING A RADIUS OF 380 FT & A CHORD BEARING OF N 28-51-44 E THENCE RUN NE'LY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 56-42-29 FOR A DIST OF 376.1 FT TO A RADIAL LINE, THENCE N 89-29-31 W ALONG SAID RADIAL LINE FOR A DIST OF 6 FT, N 0-30-29 E 25.77 FT, N 89-06-32 W 108.8 FT, N 62-10-41 W 99.09 FT, N 89-06-32 W 507.31 FT, N 0-30-29 E 270 FT TO S R/W LINE OF SR 50, RUN N 89-06-32 W ALONG SAID S R/W LINE 572.14 FT TO W LINE OF E 1/2 OF NW 1/4, THENCE LEAVING SAID S R/W LINE RUN S 0-26-27 W ALONG SAID W LINE OF E 1/2 OF NW 1/4 1285.28 FT TO SW COR OF E 1/2 OF NW 1/4, THENCE RUN S 89-33-31 E ALONG S LINE OF NW 1/4 A DIST OF 605.93 FT TO POB. ORB 2556 PG 877

Containing 25.31 acres +/-

Lake County Alternate Key Number & Parcel Number:

Alternate Key:	3827131	Parcel:	26-22-26-000200002400
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EXHIBIT "B"

Notice of Encumbrance
to Annex to City of Clermont

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

THIS INSTRUMENT, Made this ^{13TH}~~26th~~ ^{September}~~July~~, 2011, between **BFG Lakeshore, LTD**, property owners 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"

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):

BFG Lakeshore, LTD**Witnesses**

By: _____

Signature

Type or print name

By: _____

Signature

Type or print name

1. _____

Signature

Type or print name

2. _____

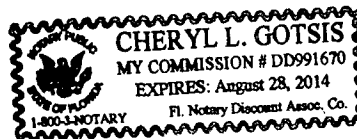
Signature

Type or print name

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 16th day of September 2011, by Jeffrey B. Fuqua, who is personally known to me or who has produced _____ as identification and who did not take an oath.

SEAL:



Notary Public

Cheryl L. Gotsis

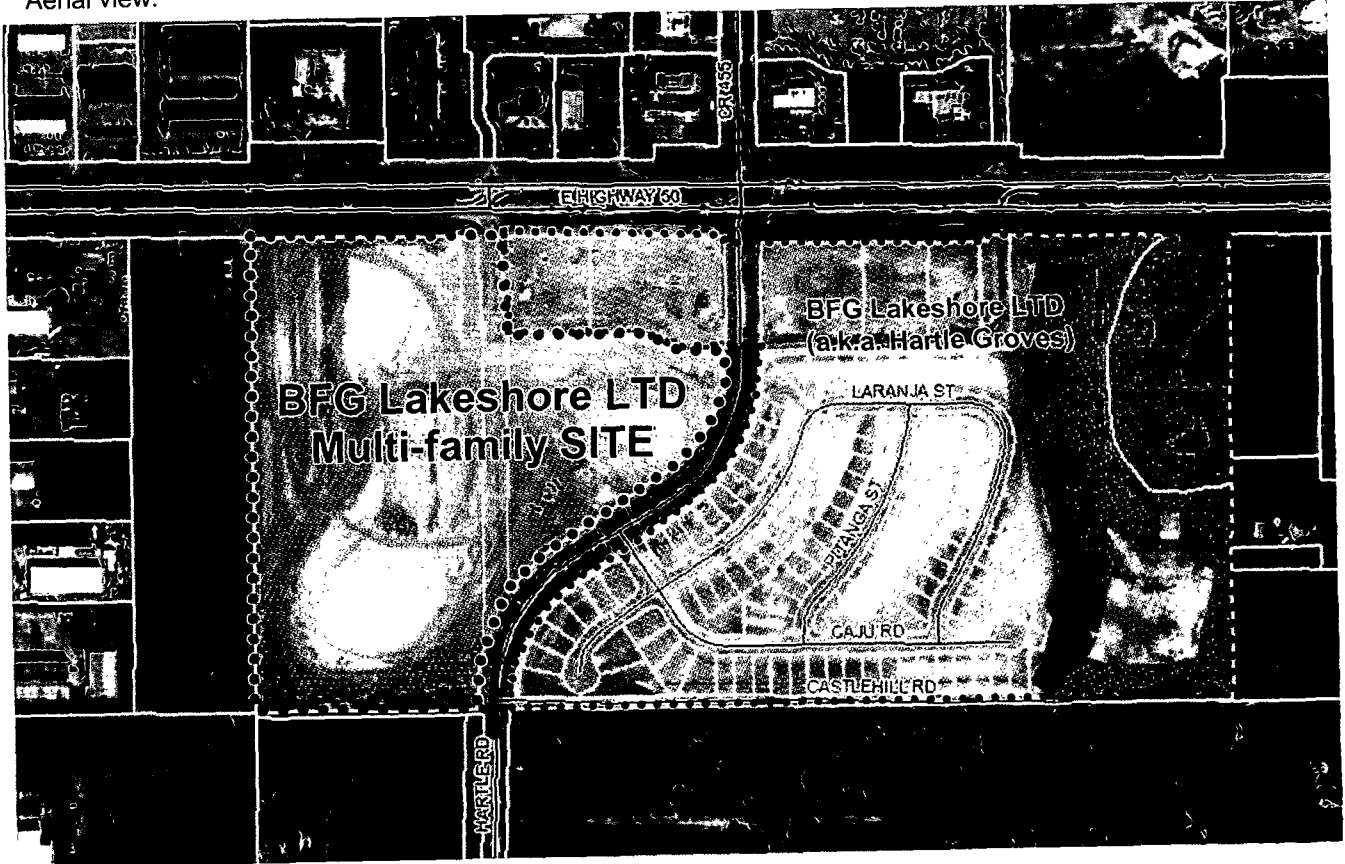
Type/print name

Cheryl L. Gotsis

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

BFG Lakeshore, LTD

Aerial view:



\\Cityhall\shares\Planning and Zoning\JPA -Utility Agreements & Reviews\BFG Lakeshore (Hartle Groves)\BFG Utility Agreement 7-2011.doc

PLANNING AND COMMUNITY DESIGN
ATTN: AZIZA BRYSON
315 WEST MAIN STREET ROOM 511
TAVARES FL 32778



ORDINANCE #2011-50
BFG Lakeshore LTD
Hartle Grove PUD
PH #11-11-2

**AN ORDINANCE OF THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE
LAKE COUNTY ZONING MAPS; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, James H. Fant, Manager (the "Applicant") on behalf of BFG Lakeshore, LTD (the "Owner") requested an amendment to Planned Unit Development (PUD) Ord. #2009-4 to increase the maximum density of seven (7) dwelling units to the acre, consisting of single and town homes, multi-family residential, and commercial uses on approximately 69 acres as shown on Exhibit B (Conceptual Plan); and

WHEREAS, the subject Planned Unit Development property consists of approximately 69 +/- acres located in the East Clermont area to the south of and on the east and west side of the intersection of SR 50 and Hartle Road, situated in Section 26 - Township 22S - Range 26E, and having Alternate Keys # 3871929, 3871932, 2545551, 3827131, 2545551, 3870703, 3827132, and 3877868 through 3877973, and more particularly described as:

LEGAL DESCRIPTION: [EXHIBIT "A" - ATTACHED]

WHEREAS, the property is located within the Urban Future Land Use Category; and

WHEREAS, on the 27th day of January, 2004, the Board of County Commissioners approved the Hartle Grove PUD (Ordinance #2004-4) on 69 +/- acres consisting of 325 single-family residential lots and commercial uses; and

WHEREAS, on the 27th day of January, 2009, the Board of County Commissioners approved an amendment to the Hartle Grove PUD (Ordinance #2009-4) to establish specific setbacks for detached single-family residential development, correct a scrivener's error in the legal description of the PUD, and to supersede and replace Ordinance #2004-4 with Ordinance #2009-4; and

WHEREAS, the Lake County Zoning Board did, on the 3rd day of August, 2011, review Petition PH #11-11-2;

AND, after giving Notice of Hearing on petition for a change in the use of land, including notice that said Ordinance would be presented to the Board of County Commissioners of Lake County, Florida, on the 23rd day of August, 2011; and

WHEREAS, the Board of County Commissioners reviewed said petition, the recommendations of the Lake County Zoning Board, and any comments, favorable or unfavorable, from the public and surrounding property owners at a public hearing duly advertised, and

WHEREAS, upon review, certain terms pertaining to the development of the above described property have been duly approved, and

FILED
SEP 14 2011
LAKE COUNTY, FLORIDA
4:11:26 PM

ORDINANCE NO. #2011-50**PH #11-11-2 (Hartle Grove PUD Amendment)**

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Lake County, Florida, that the Land Development Regulations of Lake County, Florida, be altered and amended as they pertain to the above tract of land, as described in EXHIBIT "A", subject to the following terms:

Section 1. Terms: The terms and conditions of this Ordinance shall mean and include the total of the following. The passage of this Ordinance shall supersede and replace any and all previous ordinances, specifically Ordinance #2009-4, granted for the site or any portions of the site legally described herein and attached hereto as "Exhibit A". The County Manager or designee shall amend the Zoning Map in accordance with this Ordinance.

A. Land Use and Design:

1. Residential:

a. Density:

- i. 103 single-family residential.
- ii. 380 multi-family or townhome units.
- iii. The overall density shall not exceed seven (7) dwelling units to the net acre.

b. Setbacks for 50-foot Lots (Single-Family Detached or Townhomes)

Front:	20 feet from the property line
Secondary Front:	15 feet from the property line
Side:	5 feet from the property line (Single-Family Detached)
Side:	Zero lot line for shared common walls (Townhomes)
Rear:	20 feet from the property line (5 feet for accessory structures)
Between Buildings:	10 feet plus 15 feet for each story in excess of two stories

c. Setbacks for Multifamily Residential

Front:	20 feet from the property line
Secondary Front:	15 feet from the property line
Side:	5 feet from the property line plus 15 feet for each story in excess of two (2)
Rear:	20 feet from the property line
Between Buildings:	10 feet plus 15 feet for each story in excess of two

- d.** The multi-family development shall provide internal connections for pedestrian access to the commercial portions of the development on the west side of Hartle Road.

ORDINANCE NO. #2011-50

PH #11-11-2 (Hartle Grove PUD Amendment)

2. Commercial:

- a. 10.5 acres for commercial development which shall be designed as an integrated unit within the 69-acre planned unit development.

Functional uses conducted within designated areas of the development shall be limited to the following: Automotive Repair, Automotive Service Station, Banking, Car Wash, Consumer Service and Repair, Medical Service, Personal Care Service, Professional/Medical Offices, Restaurant (Fast Food and General), Retail (Convenience and General), Wholesale and Warehouse, Day Care Center, Hotel and Motel.

B. Open Space/Impervious Area/Floor Area:

1. Residential: 25% (15.15 +/- acres) common open space shall be provided.
2. Commercial: 25% (+/- 2.5 acres) open
3. Open space shall be calculated on an overall basis for the development;
4. Impervious Surface Area: 0.65 for residential land area and 0.70 for commercial land area.

C. Floor Area Ratio: Floor area ratio shall not exceed 0.50 for non-residential development.

D. Landscaping: Landscape buffering shall be installed and maintained in accordance with the requirements of the LDRs, as amended.

E. Transportation:

1. All internal streets and traffic calming devices (Roundabouts, etc.) shall be constructed to meet Access Management and spacing requirements as set forth in the LDRs, as amended.
2. All public roads within the development shall be designed both horizontally and vertically to meet the LDRs requirements for their classification. Public road pavement width shall be based on Average Daily Trips (ADT).
3. The developer shall provide turn lane improvements along Highway 50 and the realignment of Hartle Road, all of which have been completed at the time of this ordinance.
4. Transportation Design: The layout and design of lots and circulation systems within the development shall be substantially consistent with the attached conceptual plan as Exhibit "B" to this Ordinance, submitted as a part of the

ORDINANCE NO. #2011-50

PH #11-11-2 (Hartle Grove PUD Amendment)

rezoning application, and may be subsequently revised to reflect current conditions. Access to commercial tracts fronting along Highway 50 shall be controlled by the Florida Department of Transportation and in accordance with the Access Management provisions contained in the LDRs, as amended. To the extent where there are conflicts between Exhibit "B" and this Ordinance, this Ordinance shall take precedence.

5. Any walls or fences within the development area on the west side of Hartle Road shall provide for common pedestrian access (sidewalk or trail) to Hartle Road and State Road 50 at intervals not to exceed 1320 feet (1/4 mile).

F. Environmental Requirements:

1. An environmental survey shall be conducted in accordance with the LDRs, as amended, to address natural vegetative communities, wildlife corridors, and designated species prior to submittal of any development application.
2. A jurisdictional wetland line and designated species habitat delineation has been established and shall be included on any site plan or plat.
3. Wetlands and wetland buffers shall be placed in conservation easements.

G. Utilities: Connection to central water and wastewater treatment is required and shall comply with all applicable State, Regional, and Lake County policies and regulations.

H. Storm Water and Drainage Requirements:

1. The storm water management system shall be designed in accordance with all applicable Lake County and St. Johns River Water Management District (SJRWMD) requirements.
2. The storm water management system shall demonstrate that each phase is able to exist as an independent stable unit for drainage purposes. The natural pre-development drainage pattern shall be maintained to the maximum extent possible.

I. External Lighting Standards and Requirements:

1. Exterior lighting shall comply with the Land Development Regulations, as amended.
2. All light fixtures, including security lighting, shall be limited to cutoff type fixtures and shall be incorporated as an integral design element that complements the

ORDINANCE NO. #2011-50**PH #11-11-2 (Hartle Grove PUD Amendment)**

design of the development through style, material, and color. Luminaries shall not be tilted. Floodlights or lighting types featuring sag, convex, or drop lenses shall be prohibited.

3. The height of lighting fixtures inclusive of supporting pole, the lighting source, and fixture shall not exceed thirty (30') feet within parking areas and fifteen (15') feet otherwise. Such height shall be measured from finished grade to the top of the light fixture.

4. An exterior lighting plan prepared and certified by a licensed engineer qualified in such field shall be submitted with any site plan or construction plan application. Such plan shall consist of a photometric plan of the developed area of the site with accompanying data tables and product design details addressing support poles, lamp fixtures and lenses.

J. Development Review:

1. Development Review and Approval: Prior to the issuance of any permits, the Applicant shall be required to submit a formal site plan (multi-family development) or a preliminary plat, construction plans, and final plat (single-family/townhomes), for review and approval to Lake County. The site plan or preliminary plat, construction plans, and final plat shall meet all submittal requirements and comply with all County codes and ordinances, as amended.
2. Concurrency Management: The Owner shall comply with concurrency management regulations. The additional 158 units added to the development by this ordinance are not subject to any vesting granted prior to approval of this ordinance and shall be subject to all applicable concurrency requirements as set forth in the LDRs.
3. Future Development Orders: Any requested development order must comply with the Lake County Comprehensive Plan, as amended and the Lake County Land Development Regulations, as amended.
4. Future Amendments to Statutes, Code, Plan, and/or Regulations: The specific references in this Ordinance to the Florida Statutes, Florida Administrative Code, Lake County Comprehensive Plan, and Lake County Land Development Regulations are inclusive of any future amendments to the Statutes, Code, Plan, and/or Regulations.

ORDINANCE NO. #2011-50

PH #11-11-2 (Hartle Grove PUD Amendment)

SECTION 2. Conditions as altered and amended which pertain to the above tract of land shall be as follows:

- A. After establishment of the facilities as provided herein, the aforementioned property shall only be used for the purposes named in this Ordinance. Any other proposed use must be specifically authorized by the Zoning Board and the Board of County Commissioners.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner (except for normal maintenance activities – i.e. painting screening, etc.) within the boundaries of the above described land without first submitting the necessary plans in accordance with the LDRs, as amended, and obtaining approval from the County Manager or designee upon obtaining the permits required from the other appropriate governmental agencies.
- C. This Ordinance shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.
- D. The transfer of ownership or lease of any or all of the property described in this Ordinance shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to this Ordinance and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following procedures as contained in the Lake County Land Development Regulations, as amended.
- E. Action by the Lake County Code Enforcement Special Master. The Lake County Code Enforcement Special Master shall have the authority to enforce the terms and conditions set forth in this Ordinance and to recommend that the Ordinance be revoked

ORDINANCE NO. #2011-50

PH #11-11-2 (Hartle Grove PUD Amendment)

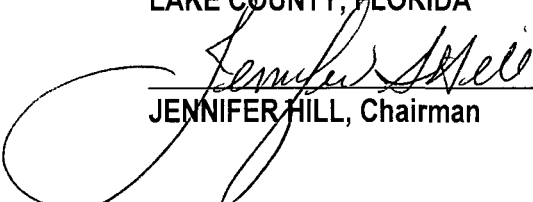
1 **SECTION 3. Effective Date.** This Ordinance shall become effective as provided by law.

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3 ENACTED this 23 day of August, 2011.

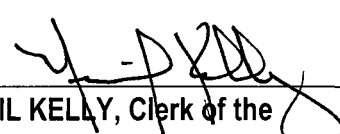
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5 FILED with the Secretary of State September 2, 2011.

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7 EFFECTIVE September 2, 2011.

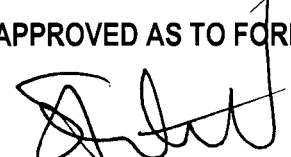
8 **BOARD OF COUNTY COMMISSIONERS**
9 **LAKE COUNTY, FLORIDA**

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11 
12 **JENNIFER HILL, Chairman**

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14 **ATTEST:**

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16 
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18 **NEIL KELLY, Clerk of the**
19 **Board of County Commissioners**
20 **Lake County, Florida**

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22 **APPROVED AS TO FORM AND LEGALITY**

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24 
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26 **SANFORD A. MINKOFF, County Attorney**

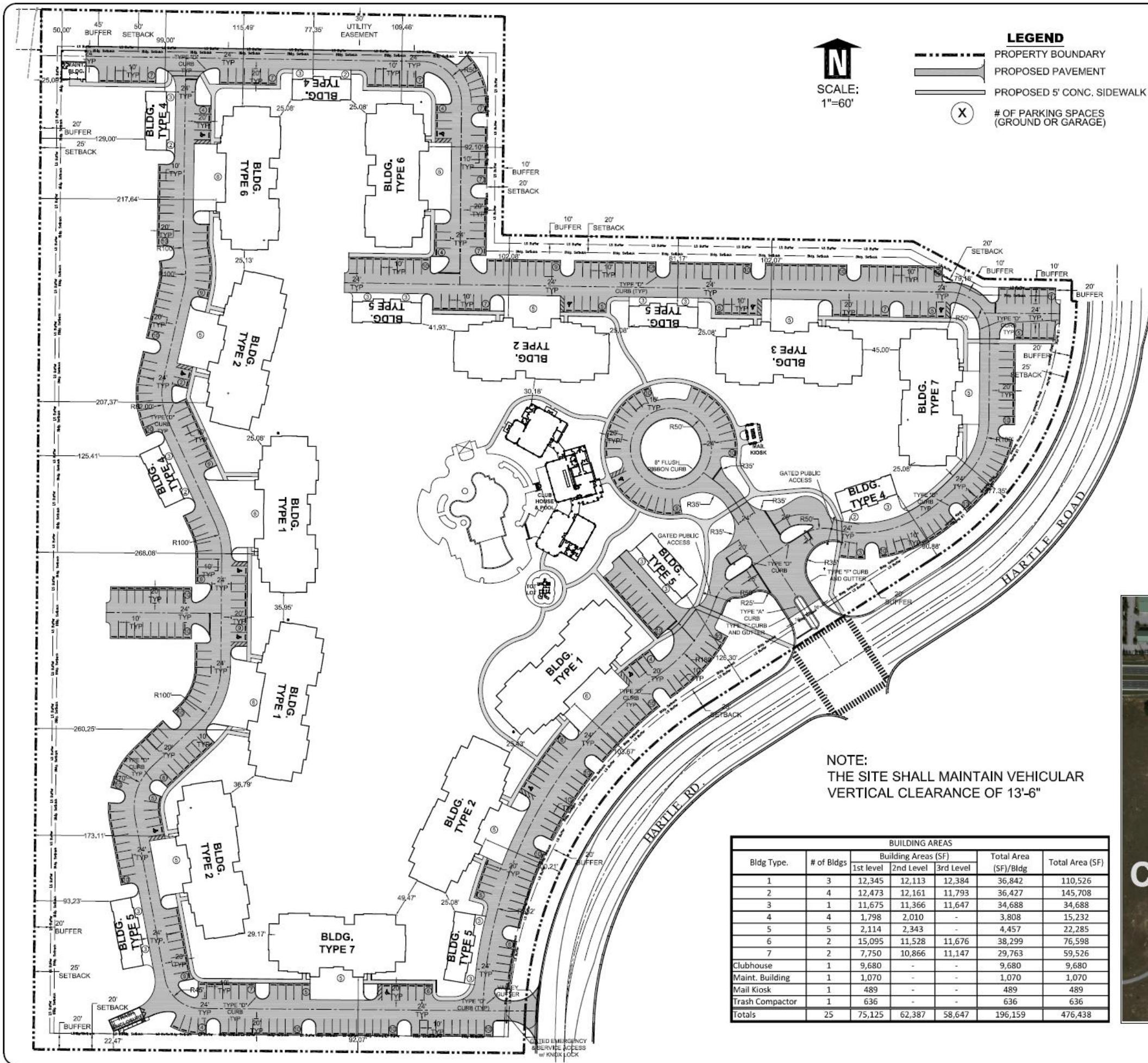
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ORDINANCE NO. #2011-50

PH #11-11-2 (Hartle Grove PUD Amendment)

EXHIBIT "A"

Legal Description: Lake Highlands, Sec 26 Twp. 22S Rge. 26E, Tracts 19, 21, 22 S of SR 50, LESS that part of Tract 21 described as follows: From center of Sec 26 Twp. 22S Rge. 26E, run W along mid-section line 503.3 ft, N 0 deg. 03' E 833.95 ft for POB, continue N 0 deg. 03' East to S r/w line of Hwy 50, W'ly along said r/w to W line of "E 1/2 of SE 1/4 of NW 1/4 of said Sec 26, S'ly along said line to a point S 89 deg. 40' W of POB, N 89 deg. 40' E to POB. Tracts 20, 27, 28, 29, 30 and 30A; AND Lake Highlands, Sec 26 Twp. 22S Rge. 26E, that part of Tract 21 described as follows: From center of Sec 26 Twp. 22S Rge. 26E, run W along mid-section line 503.3 ft, N 0 deg. 03' E 833.95 ft for POB, continue N 0 deg. 03' E to S r/w line of Hwy 50, W'ly along said r/w to W line of E 1/2 of SE 1/4 of NW 1/4 of said Sec 26, S'ly along said line to a point S 89 deg. 40' W of POB, N 89 deg. 40' E to POB, LESS r/w of Hartle Road.



BUILDING AREAS					
Bldg Type.	# of Bldgs	Building Areas (SF)			Total Area (SF)
		1st level	2nd Level	3rd Level	
1	3	12,345	12,113	12,384	36,842
2	4	12,473	12,161	11,793	36,427
3	1	11,675	11,366	11,647	34,688
4	4	1,798	2,010	-	3,808
5	5	2,114	2,343	-	4,457
6	2	15,095	11,528	11,676	38,299
7	2	7,750	10,866	11,147	29,763
Clubhouse	1	9,680	-	-	9,680
Maint. Building	1	1,070	-	-	1,070
Mail Kiosk	1	489	-	-	489
Trash Compactor	1	636	-	-	636
Totals	25	75,125	62,387	58,647	196,159

LEGEND

- PROPERTY BOUNDARY
PROPOSED PAVEMENT
PROPOSED 5' CONC. SIDEWALK
OF PARKING SPACES (GROUND OR GARAGE)

PROJECT DATA

ZONING : PUD (Ordinance 2011-50)
FUTURE LAND USE AREA : URBAN LOW

PROJECT AREA : 1,102,525 sf (25.31 ac)

IMPERVIOUS AREA

APARTMENT BLDGS:	162,054 sf
CLUBHOUSE:	9,680 sf
POOL DECK:	10,177 sf
MAIL KIOSK:	489 sf
MAINT. BLDG:	1,070 sf
TRASH COMPACTOR:	636 sf
PAVEMENT & SIDEWALK:	300,487 sf
TOTAL:	484,593 sf

IMPERV. SURFACE RATIO (ISR): 0.44 (Maximum 0.65)
OPEN SPACE: 56.0% (Minimum 25%)

Setbacks for Multifamily Residential

Front: 20 feet from the property line
Secondary Front: 15 feet from the property line
Side: 5 feet from the property line plus 15 feet for each story in excess of 2
Rear: 20 feet from the property line
Between Buildings: 10 feet plus 15 feet for each story in excess of 2

OF DU'S APPROVED IN PUD ORD: 103 S.F. + 380 M.F. = 483 TOTAL
PROPOSED # OF DWELLING UNITS: 103 S.F. + 328 M.F. = 431 TOTAL

TOTAL RESID. FLOOR AREA: 464,563 sf
FLOOR AREA RATIO (FAR): 0.42
MAX. BLDG. HEIGHT: 45 feet
MAX. # OF BLDG STORIES: 3

PARKING CALCULATIONS

PARKING REQUIRED (1.5/DU): 492 spaces
PARKING PROVIDED: 596 spaces
ACCESSIBLE SPACES: 13 spaces (2.2%)

UTILITIES

WATER :	CITY OF CLERMONT
SEWER :	CITY OF CLERMONT
ELECTRIC :	DUKE ENERGY
TELEPHONE :	CENTURYLINK
GAS :	LAKE APOPKA NATURAL GAS

FLOOD ZONE : X (FIRM 12069C0595E, 12-18-2012)



ZONING MAP

GRITNEY ENGINEERING
406 N. CENTER STREET
EUSTIS, FLORIDA 32726
PHONE (352) 357-3628
FAX (352) 357-3219
FLORIDA CERT. OF AUTH. # 8082

HARTLE GROVES APARTMENTS, LLC
800 HIGHLAND AVE., SUITE 200
ORLANDO, FLORIDA 32803
PHONE (407) 283-6562
FAX (407) 291-2815

HARTLE GROVES APARTMENTS SITE PLAN

LAYOUT

REV. #	DATE	DRAWN BY:
		DAG
		CHECKED BY:
		MJS
		DRAWING #:
		15033_4
		PROJECT #:
		15033SPN
DATE:	11-08-2015	SCALE:
		1" = 60'

SHEET 3 OF 16

Exhibit A

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
January 5, 2016**

Page 2

Mr. Langley stated that all rights for gas stations were given up when the Racetrac was sold. Commissioner Smith asked if there will be an entrance off of Highway 27.

Mr. Langley stated that they have previously had two conditional use permits on this property and they were approved with a right-in and right-out.

Commissioner Whitehead moved to recommend approval of the rezoning; seconded by Commissioner Smith. The vote was unanimous to recommend approval.

2. REQUEST FOR REZONING

REQUEST: To change the zoning from UE Urban Estate to Planned Unit Development for the Hartle Grove multi-family parcel.

APPLICANT: Staff

Senior Planner Kruse presented the staff report as follows:

This administrative request is being heard concurrently with a request for annexation. The city is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The agreement with the city was executed on September 16, 2011. The property is vacant and is under consideration for development.

The property is approximately 25 acres and had entitlements granted by Lake County for a multifamily project. Only a portion of the original Planned Unit Development will be annexed and rezoned at this time and the remaining portion, approximately 44 acres, will be annexed and rezoned at a future date. A related administrative comprehensive plan amendment request also will be processed at a future date.

The rezoning request is to change the zoning from Urban Estate (was Planned Unit Development in Lake County) to the city's Planned Unit Development zoning classification. The project received entitlements through Lake County with approval of Ordinance No. 2011-50. This permitted up to 103 single family homes, 380 multifamily units, and commercial uses on 69 acres. The single family portion and a majority of the commercial have been developed. The multifamily project will be developed according to the conditions in the existing Planned Unit Development that have been carried forth to the city's Planned Unit Development with a few minor additions. Staff has met with the property owner on the proposed multifamily project and has provided comments to the developer through the site review process.

Based upon the above information, staff recommends approval of the rezoning from Urban Estate to the City's Planned Unit Development zoning classification with the conditions outlined in Planned Unit Development Ordinance 2016-03.

Emery Rosenbluth, Broad & Cassel P.A., Orlando, attorney representing the property owner BFG Lakeshore, LTD, stated that BFG feels that this hearing should not proceed this evening

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
January 5, 2016**

Page 3

due to the property not being within the city's jurisdiction. He stated that BFG has not had sufficient time to prepare a presentation due to insufficient notice for the hearing and required information necessary for a response from BFG. He requested to defer this hearing for 30 days.

City attorney Mantzaris stated that there is a utility agreement between the property owner and the city that states the city can annex the property. He stated that this commission does not hear annexations, however the city has traditionally processed the zoning and land use applications at the same time as the annexation which requires it to come before the commission prior to annexation. He stated that the city's planned unit development allows the identical entitlements as the county's planned unit development. He stated that the city agreed that the owner can develop the property with a multifamily use back in 2011.

Mr. Rosenbluth stated that the property is not in the city's jurisdiction so the rezoning should not be heard.

Commissioner Whitehead stated that the rezoning is being heard concurrently with the annexation. She stated that this commission does not make the final approval, only a recommendation.

Mr. Mantzaris stated that the reason local government does the procedures like they do is to allow the property owner to know what the zoning will be prior to annexing into the city.

Tom Lawler, 9 Pine St., Windermere, stated that he is the potential new owner of the property. He wanted clarification on the entitlements because Mr. Mantzaris stated that the entitlements are the same; however Mr. Kruse stated that there will be minor modifications. He stated that he is concerned that the property will not have the multi-family use should the property deal fall through.

Chairman Jones asked staff to elaborate on the differences between the planned unit developments.

Mr. Kruse stated that the date on Exhibit A in the City's planned unit development was December 18, 2015. He stated that on the county's planned unit development it allows for a trash compactor, however the city's code says for every 25 units it requires a dumpster which was added as a condition. He stated that the project is gated and by city code it has to have approval so the condition was added to allow for a gated community. He stated that the parking was modified and the maximum building height was not clear in the county's planned unit development, however it has been included in the city's planned unit development.

Mr. Lawler stated that he approves of the comments that the city has added to the planned unit development.

James Fant, BFG Lakeshore, LTD, stated that he is the owner of the property and that Mr. Lawler is the potential new owner who submitted the proposed site plan. He stated that as the

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
January 5, 2016**

Page 4

owner of the property, if the property is annexed in and approved with Mr. Lawler's site plan but the sale falls through, he will lose his ability to do townhomes which is included in the county's planned unit development. He stated that he does understand that he did sign the utility agreement that states the city has the right to annex the property. He stated that this is the wrong time to annex.

Commissioner Whitehead moved to recommend approval of the rezoning; seconded by Commissioner Hubbard. The vote was unanimous to recommend approval.

3. REQUEST FOR LDC AMENDMENT

REQUEST: To amend Chapter 62, Section 62-39 Parking for Certain Purposes

APPLICANT: City Staff

Senior Planner Kruse presented the staff report as follows:

This land development code amendment to Section 62-39 Parking for Certain Purposes, includes a minor amendment to Article II, Section 62-39 (2) which clarifies that parking regulations must be adhered to.

Upon annexation of the remaining portion of SR 50 from the South Greater Hills Blvd. to the Lake/Orange County line, parking on the right-of-way would not be permitted and various businesses will all have to comply with applicable laws, both local and state.

Commissioner Whitehead moved to recommend approval of the land development code amendment; seconded by Commissioner Proli. The vote was unanimous to recommend approval.

Commissioner Hubbard nominated Commissioner Jones as Chairman, seconded by Commissioner Proli. The vote was unanimous to accept Commissioner Jones as Chairman.

Commissioner Proli nominated Commissioner Whitehead as Vice-Chair, seconded by Commissioner Smith. The vote was unanimous to accept Commissioner Whitehead as Vice-Chair.

There being no further business, the meeting was adjourned at 7:24 pm.

Nick Jones, Chairman

ATTEST:

Rae Chidlow – Planning Specialist

LEGAL NOTICE

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

ORDINANCE NO. 2016-03

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

LOCATION

(Alternate Key 3827131)
South of S.R. 50, West of the Hartle Road

LEGAL DESCRIPTION

From the center of Section 26, Township 22 South, Range 26 East, run N89-33-31W along S line of NW ¼ a distance of 724.83' to W R/W line of Hartle Road & point of beginning, thence leaving said S line run N01-48-40E 39.57' to the point of curvature of a curve concave southerly having a radius of 480' & a chord bearing on N29-30-49E, thence run northeasterly along the arc of said curve thru a central angle of 55-24-18 for a distance of 464.16' to the point of tangency thence run N57-12-58E 342.29' to the point of curvature of a curve concave NW'LY having a radius of 380' & a chord bearing of N28-51-44E thence run NE'LY along the arc of said curve thru a central angle of 56-42-29 for a distance of 376.1' to a radial line, thence N89-29-31W along said radial line for a distance of 6', N0-30-29E 25.77', N89-06-32W 108.8', N62-10-41W 99.09', N89-06-32W 507.31', N0-30-29E 270' to S R/W line of SR 50. Run N89-06-32W along said S R/W line 572.14' to W line of E 1/2 of NW 1/4, thence leaving said S R/W line run S0-26-27W along said W line of E ½ of NW ¼ 1285.28' to SW cor of E ½ of NW ¼, thence run S89-33-31E along S line of NW ¼ a distance of 605.93' to POB. ORB 2556 PG 877, Containing 25.31 acres more or less

FROM UE Urban Estate
TO Planned Unit Development

This request will be considered by the Planning & Zoning Commission on Tuesday, January 5, 2016 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, January 26, 2016 at 6:30 p.m. for final enactment.

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
December 29, 2015 and January 12, 2016



AGENDA ITEM

Meeting Date		
Tuesday, January 26, 2016		
Agenda Item Name		
Ordinance No. 2016-04 <i>Final</i> <i>South Lake Connector Rezoning</i>		
Requested Action		
Move to approve Ordinance 2016-04.		
Staff Report		
The owner is requesting a rezoning from R-1 Single Family Medium Density Residential District to C-1 Light Commercial Zoning District. The property has 6.55 acres of upland developable property and is located at the southeast corner of Highway 27 and Citrus Tower Blvd. The parcel has a future land use of Commercial, which is compatible with the proposed C-1 Light Commercial zoning district. Currently, the owner does not have a site plan ready for review, but does anticipate retail and restaurant uses for the parcel. With the Commercial future land use and the location of the parcel on Highway 27, staff recommends approval of the rezoning from R-1 Single Family Residential to C-1 Light Commercial. <i>At the January 5, 2016 Planning and Zoning Commission meeting, Commissioner Cuqui Whitehead moved to recommend approval of the rezoning; seconded by Commissioner Herb Smith. The vote was unanimous to recommend approval.</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	REZ ORD 2016-04.doc	
2. Application	Rezoning application.pdf	
3. Location Map	South Lake Connector Rezoning Pix.doc	
4. P&Z Minutes	P&Z minutes.pdf	
5. Legal ad	REZ legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2016-04

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

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

SECTION 1:

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

LEGAL DESCRIPTION

North $\frac{1}{2}$ of northeast $\frac{1}{4}$ lying easterly of US Highway 27 and lying southeasterly of the following described road right-of-way: From northwest corner of northeast $\frac{1}{4}$ run south 89-36-07, east 1348.13 feet for point of beginning, continue north 89-36-07 east 110.40 feet, south 24-40-34 east 147.32 feet to a point of curvature of a curve. Concave to the west, having a radius of 400 feet, thence from a chord bearing of south 20-15-06 west run southwesterly along the arc of said curve thru a central angle of 89-51-20 a distance of 627.31 feet to the point of tangency, thence south 65-10-46 west a distance of 146.24 feet to a point on easterly right-of-way line of US Highway 27, thence north 24-49-14 west along said easterly right-of-way line 87.28 feet, north 22-26-06 west along said easterly right-of-way line 12.73 feet, north 65-10-46 east 145.71 feet to a point of curvature of a curve concave to the west, having a radius of 300 feet, thence from a chord bearing north 20-15-06 east run northerly along the arc of said curve thru a central angle of 89-51-20 a distance of 470.48 feet, north 24-40-34 west 194.10 feet to point of beginning for road right-of-way. ORG 4018 PG 748, Containing 37.29 acres more or less

**FROM R-1 Single Family Medium Density Residential
TO C-1 Light Commercial**

SECTION 2:

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

SECTION 3:

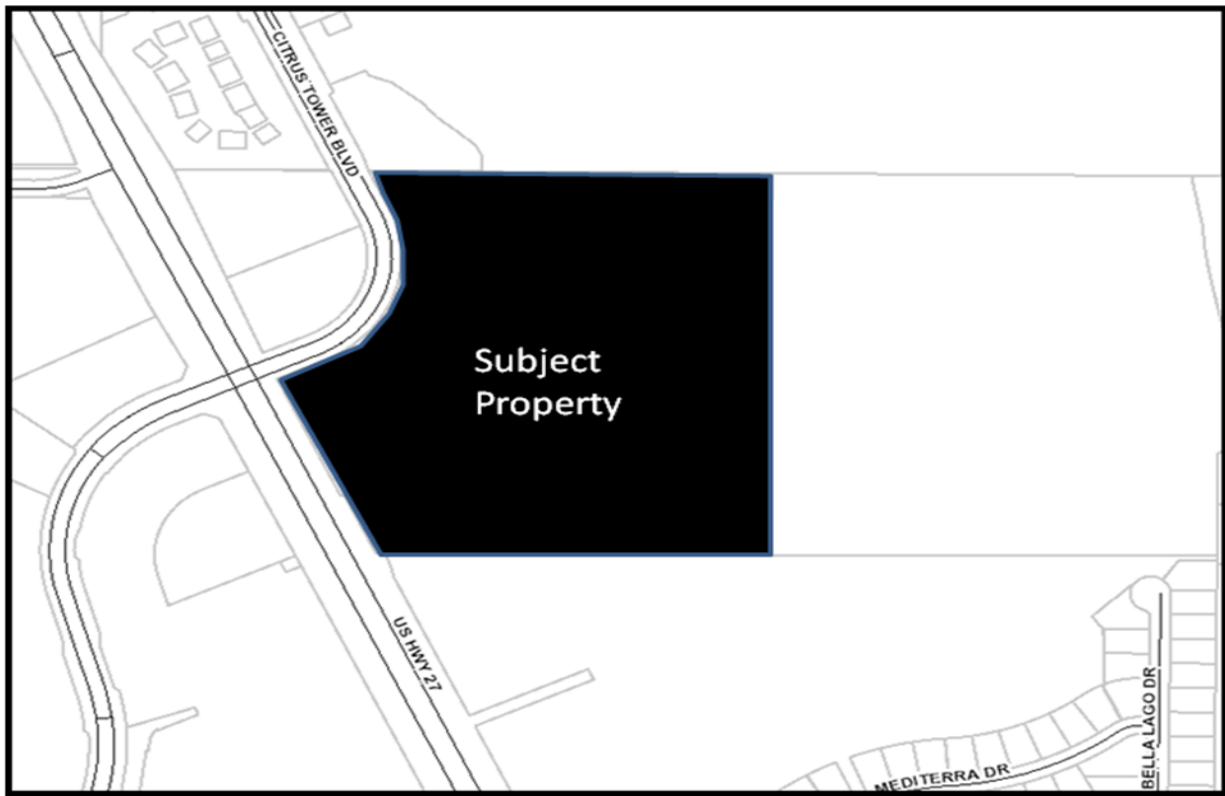
CITY OF CLERMONT
ORDINANCE No. 2016-04

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

SECTION 4:

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

Location map:



CITY OF CLERMONT
ORDINANCE No. 2016-04

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 26th day of January, 2016.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



**CITY OF CLERMONT
REZONING
APPLICATION**

DATE: 11/10/15

FEE: \$350.⁰⁰

PROJECT NAME (if applicable): SouthLake Connector SE

APPLICANT: Jimmy Crawford

CONTACT PERSON: " "

Address: 1201 W. Highway 50

City: Clermont State: FL Zip: 34711

Phone: (352) 394-7408 Fax: (352) 394-7298

E-Mail: jimmy.crawford@mngellaw.com

OWNER: South Lake Connector, LLC

Address: P.O. Box 120355

City: Clermont State: FL Zip: 34712

Phone: 407 947 6037 Fax: 877 725 7329

Address of Subject Property: 1480 Hammock Ridge Rd

Legal Description (include copy of survey): SEE ATTACHED

Acres: 6.55 Land Use: Commercial
(City verification required)

Present Zoning: R-4 Proposed Zoning: C-2
(City verification required)



**CITY OF CLERMONT
REZONING
APPLICATION**

Page 2

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

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

Construct a commercial center including
retail and restaurant.

Jimmy Crawford
Applicant Name (print)

x [Signature]
Applicant Name (signature)

Southlake Connector, LLC
Owner Name (print)
Ravella Bangley

x [Signature]
Owner Name (signature)

**City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-0219
(352) 394-4083 Fax: (352) 394-3542**

PROPERTY RECORD CARD

General Information

Owner Name: SOUTH LAKE CONNECTOR LLC
Mailing Address: PO BOX 120355 CLERMONT, FL 34712-0355
[Update Mailing Address](#) 
Alternate Key: 1707307
Parcel Number: 05-23-26-000100000100
Millage Group and City: 000C (Clermont)
Total Millage Rate: 18.65210
Trash/Recycling/Water/Info: [My Public Services Map](#) 

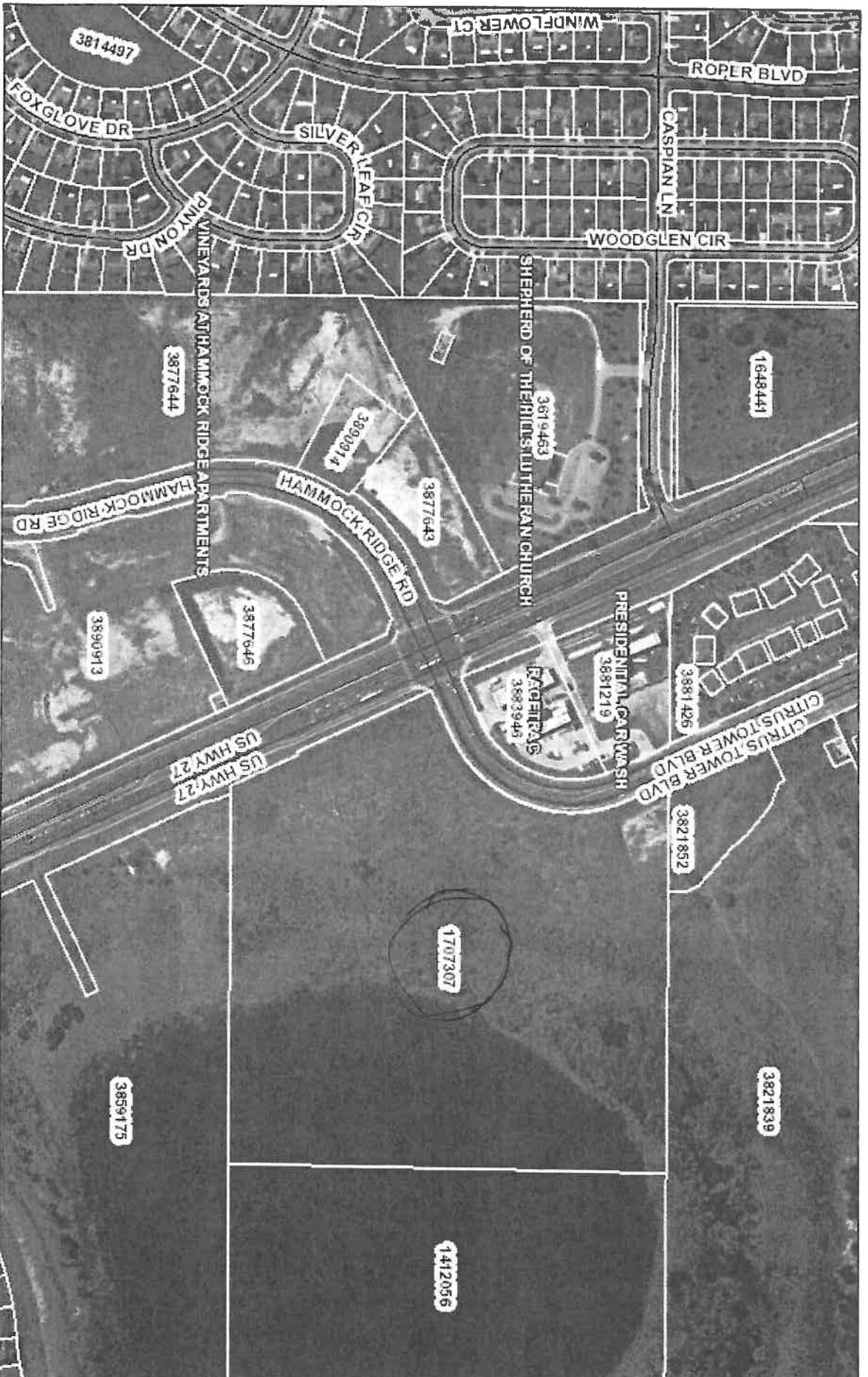
Property Location: CLERMONT FL 34711
[Update Property Location](#) 
Property Name: --
[Submit Property Name](#) 
School Locator: [School and Bus Map](#) 

Property Description: N 1/2 OF NE 1/4 LYING E'LY OF US HWY 27 & LYING SE'LY OF THE
 FOLLOWING DESC RD R/W: FROM NW COR OF NE 1/4 RUN S 89-36-07 |
 E 1348.13 FT FOR POB, CONT N 89-36-07 E 110.40 FT, S |
 24-40-34 E 147.32 FT TO A POINT OF CURVATURE OF A CURVE |
 CONCAVE TO THE W, HAVING A RADIUS OF 400 FT, THENCE FROM A |
 CHORD BEARING OF S 20-15-06 W RUN SW'LY ALONG THE ARC OF |
 SAID CURVE THRU A CENTRAL ANGLE OF 89-51-20 A DIST OF 627.31 |
 FT TO THE POINT OF TANGENCY, THENCE S 65-10-46 W A DIST OF |
 146.24 FT TO A POINT ON E'LY R/W LINE OF US HWY 27, THENCE N |
 24-49-14 W ALONG SAID E'LY R/W LINE 87.28 FT, N 22-26-06 W |
 ALONG SAID E'LY R/W LINE 12.73 FT, N 65-10-46 E 145.71 FT TO |
 A POINT OF CURVATURE OF A CURVE CONCAVE TO THE W, HAVING A |
 RADIUS OF 300 FT, THENCE FROM A CHORD BEARING N 20-15-06 E, |
 RUN N'LY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF |
 89-51-20 A DIST OF 470.48 FT, N 24-40-34 W 194.10 FT TO POB |
 FOR RD R/W |
 ORB 4018 PG 748 |

Land Data

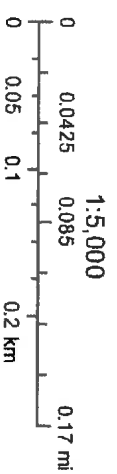
Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		6.55	AC	\$0.00	\$775,520.00
	VACANT							

South Lake Connector LLC

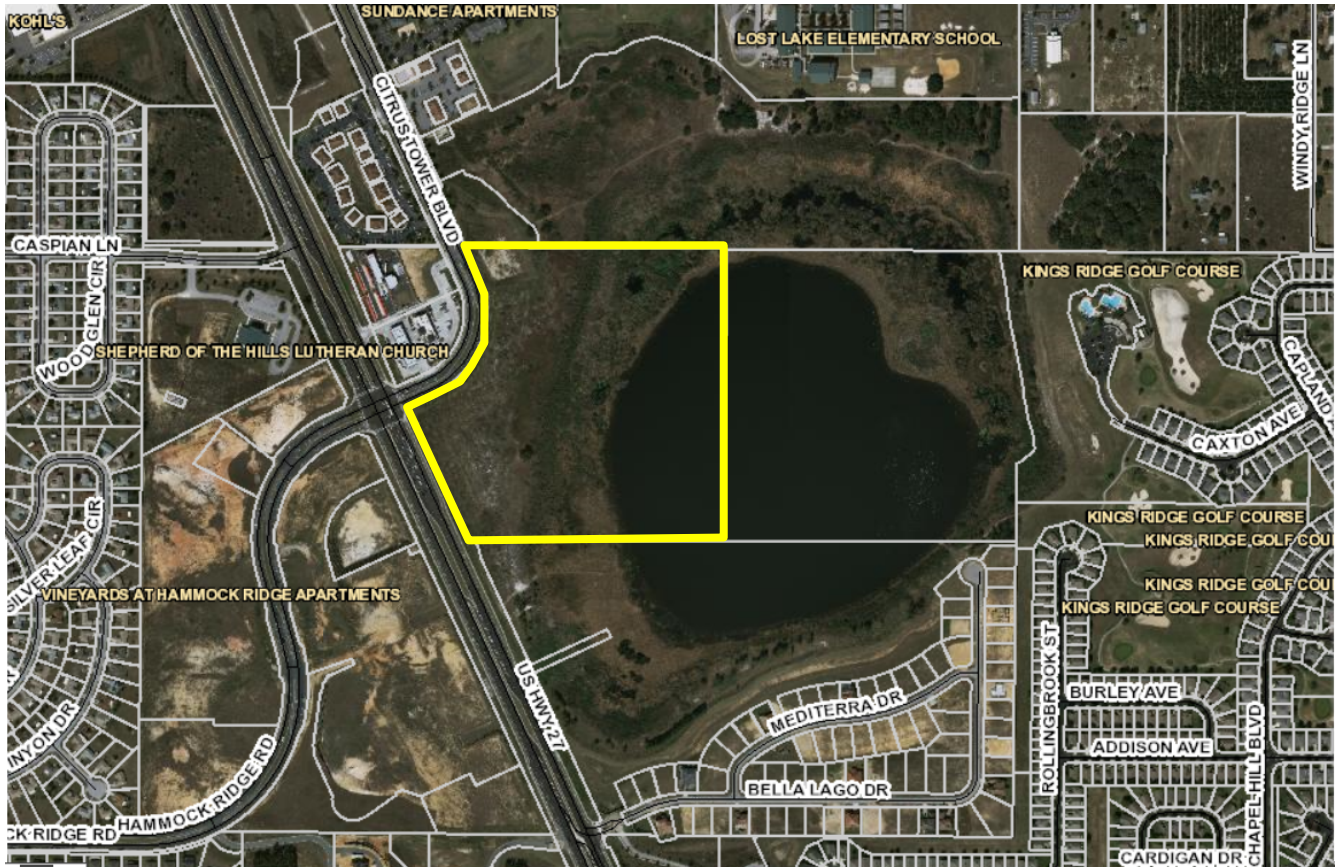


October 29, 2015

- ☐ County Boundary
- ☐ Property Name
- ☐ Surrounding Counties
- ☐ Street Names
- ☐ Tax Parcels Alternate Key
- ☐ Local Streets



Location Map



**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
January 5, 2016**

Page 1

The meeting of the Planning & Zoning Commission was called to order Tuesday January 5, 2016 at 6:30 p.m. by Chairman Nick Jones. Other members present were Herb Smith, Judy Proli, Tony Hubbard, and Cuqui Whitehead. Also in attendance were Barbara Hollerand, Development Services Director, Curt Henschel, Planning Manager, John Kruse, Senior Planner, Dan Mantzaris, City Attorney, and Rae Chidlow, Planning Specialist.

MINUTES of the Planning and Zoning Commission meeting held November 3, 2015 were approved as written.

REPORTS

Chairman Jones stated that the Florida Lakes Symphony Orchestra will be playing at the First United Methodist Church on January 15, 2016.

Vice-Chair Whitehead reminded everyone that this is the first Friday coming up with Music on Montrose along with the food trucks.

1. REQUEST FOR REZONING

REQUEST: To change the zoning from R-1 Single-family Medium Density Residential to C-1 Light Commercial for property located at the southeast corner of Citrus Tower Blvd. and S. Highway 27.

APPLICANT: Randy Langley

Planning Manager Henschel presented the staff report as follows:

The owner is requesting a rezoning from R-1 Single-family Medium Density Residential district to C-1 Light Commercial zoning district. The property has 6.55 acres of upland developable property and is located at the southeast corner of Highway 27 and Citrus Tower Blvd.

The parcel has a future land use of Commercial which is compatible with the proposed C-1 Light Commercial zoning district.

Currently, the owner does not have a site plan ready for review, but does anticipate retail and restaurant uses for the parcel.

With the commercial future land use and the location of the parcel on Highway 27, staff recommends approval of the rezoning from R-1 Single-family Residential to C-1 Light Commercial.

Randy Langley, 725 Norton St., Longboat Key, stated that he was here to answer any questions.

Commissioner Proli asked if a gas station was planned for this site.

City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
January 5, 2016

Page 2

Mr. Langley stated that all rights for gas stations were given up when the Racetrac was sold. Commissioner Smith asked if there will be an entrance off of Highway 27.

Mr. Langley stated that they have previously had two conditional use permits on this property and they were approved with a right-in and right-out.

Commissioner Whitehead moved to recommend approval of the rezoning; seconded by Commissioner Smith. The vote was unanimous to recommend approval.

2. REQUEST FOR REZONING

REQUEST: To change the zoning from UE Urban Estate to Planned Unit Development for the Hartle Grove multi-family parcel.

APPLICANT: Staff

Senior Planner Kruse presented the staff report as follows:

This administrative request is being heard concurrently with a request for annexation. The city is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The agreement with the city was executed on September 16, 2011. The property is vacant and is under consideration for development.

The property is approximately 25 acres and had entitlements granted by Lake County for a multifamily project. Only a portion of the original Planned Unit Development will be annexed and rezoned at this time and the remaining portion, approximately 44 acres, will be annexed and rezoned at a future date. A related administrative comprehensive plan amendment request also will be processed at a future date.

The rezoning request is to change the zoning from Urban Estate (was Planned Unit Development in Lake County) to the city's Planned Unit Development zoning classification. The project received entitlements through Lake County with approval of Ordinance No. 2011-50. This permitted up to 103 single family homes, 380 multifamily units, and commercial uses on 69 acres. The single family portion and a majority of the commercial have been developed. The multifamily project will be developed according to the conditions in the existing Planned Unit Development that have been carried forth to the city's Planned Unit Development with a few minor additions. Staff has met with the property owner on the proposed multifamily project and has provided comments to the developer through the site review process.

Based upon the above information, staff recommends approval of the rezoning from Urban Estate to the City's Planned Unit Development zoning classification with the conditions outlined in Planned Unit Development Ordinance 2016-03.

Emery Rosenbluth, Broad & Cassel P.A., Orlando, attorney representing the property owner BFG Lakeshore, LTD, stated that BFG feels that this hearing should not proceed this evening

LEGAL NOTICE

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

ORDINANCE NO. 2016-04

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

LOCATION

(Alternate Key 1707307)

Southeast corner of Highway 27 and Citrus Tower Boulevard

LEGAL DESCRIPTION

North $\frac{1}{2}$ of northeast $\frac{1}{4}$ lying easterly of US Highway 27 and lying southeasterly of the following described road right-of-way: From northwest corner of northeast $\frac{1}{4}$ run south 89-36-07, east 1348.13 feet for point of beginning, continue north 89-36-07 east 110.40 feet, south 24-40-34 east 147.32 feet to a point of curvature of a curve. Concave to the west, having a radius of 400 feet, thence from a chord bearing of south 20-15-06 west run southwesterly along the arc of said curve thru a central angle of 89-51-20 a distance of 627.31 feet to the point of tangency, thence south 65-10-46 west a distance of 146.24 feet to a point on easterly right-of-way line of US Highway 27, thence north 24-49-14 west along said easterly right-of-way line 87.28 feet, north 22-26-06 west along said easterly right-of-way line 12.73 feet, north 65-10-46 east 145.71 feet to a point of curvature of a curve concave to the west, having a radius of 300 feet, thence from a chord bearing north 20-15-06 east run northerly along the arc of said curve thru a central angle of 89-51-20 a distance of 470.48 feet, north 24-40-34 west 194.10 feet to point of beginning for road right-of-way. ORG 4018 PG 748, Containing 37.29 acres more or less

FROM R-1 Single Family Medium Density Residential
TO C-1 Light Commercial

This request will be considered by the Planning & Zoning Commission on Tuesday, January 5, 2016 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, January 26, 2016 at 6:30 p.m. for final enactment.

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
December 29, 2015 and January 12, 2016



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, January 26, 2016	
Agenda Item Name	
Ordinance No. 2016-05 <i>Final Annexation</i>	
Requested Action	
Move to approve Ordinance 2016-05.	
Staff Report	
This request is to annex the remaining portion of FDOT S.R. 50 right-of-way from South Greater Hills Blvd. east to the Lake/Orange County line. This will provide for a jurisdictional change of the right-of-way indicated in the ordinance. The last time Clermont annexed SR 50 right-of-way was on January 24, 2012. Over the past year, Clermont has annexed a large majority of those properties that had Utility Service Agreements which included an encumbrance to annex. These properties extended to the Lake/Orange County line. The right-of-way annexation will allow the City to better address reported crimes, traffic enforcement issues, and crashes on this currently unincorporated roadway. Code Enforcement will also be able to address City codes that involve snipe signs and parking on the right-of-way. Staff had previously received correspondence from FDOT officials regarding annexation of S.R. 50, and they do not object to annexing those portions of SR 50. As with most all cities, growth and the increased traffic generated within the area require the City to respond accordingly to emergencies and enforcement of the codes. The City's Police Department has been placed in situations where, due to jurisdictional boundaries, officers have been unable to respond to traffic accidents even though they are the first on the scene. This requires the public, who are in many instances residents of the City, to wait for extended periods of time for law enforcement with jurisdictional authority to arrive at the scene. Additionally, the Police receive requests to conduct traffic enforcement on roads that are regularly used by our residents, but not within our City limits. City staff and the Police understand and are sympathetic to the Sheriff's Department and State Troopers staffing difficulty and are more than willing to assist within our future growth area. The annexations of the FDOT S.R. 50 right-of-way include the adjacent retention ponds in order to eliminate the creation of any new enclaves. In accordance with Florida Statutes, the City cannot annex properties utilizing only right-of-way to establish connection to the City, unless the City limits are actually across the street or adjacent to the existing City limits. The S.R. 50 right-of-way is within the City's JPA (Joint Planning Area) and the ISBA (Interlocal Service Boundary Agreement), and its annexation is consistent with the Goals, Objectives and Policies of the Comprehensive Plan.	
Additional Analysis	

Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Ordinance	Ord 2016-05 SR 50 annexation to LC line.doc
2.	Legal ad	ROW ANN legal ad_Edit.docx

CITY OF CLERMONT
ORDINANCE NO. 2016-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF STATE RIGHTS-OF-WAY BEING STATE ROAD 50 FROM EAST OF SOUTH GREATER HILLS BOULEVARD TO THE LAKE COUNTY LINE, TO INCLUDE STATE OWNED RETENTION PONDS ADJACENT TO THE RIGHT-OF-WAY, SAID RIGHT-OF-WAY BEING CONTIGUOUS TO THE CITY OF CLERMONT AND BEING ANNEXED IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; REDEFINING THE BOUNDARIES OF THE CITY OF CLERMONT TO INCLUDE SAID RIGHT-OF-WAY; PROVIDING FOR FINDINGS, LEGAL DESCRIPTION AND A MAP; DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICER OF LAKE COUNTY, AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR RECORDING, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Clermont desires to annex certain State Road right-of-ways; and

WHEREAS, the annexation of said right-of-way will allow for more efficient provision of police and fire services to current and future residents of Clermont; and

WHEREAS, the City of Clermont has informed the Florida Department of Transportation of its intentions to annex certain state road right-of-way; and

WHEREAS, the Florida Department of Transportation has not objected to the annexation of said right-of-way; and

WHEREAS, the City of Clermont has informed Lake County Planning, Public Works, and Sheriff's Department of the City of Clermont's intentions to annex said right-of-way; and

WHEREAS, the above referenced Lake County departments have expressed no objection to this annexation; and

WHEREAS, Staff has reviewed and subsequently recommended approval of the annexation of said right-of-way to the City Council of the City of Clermont and have accomplished all actions required under the Code of Ordinances of the City of Clermont; and

WHEREAS, the City Council has determined the right-of-way proposed to be annexed into the City of Clermont are contiguous to the corporate areas of the City of Clermont and that the right-of-way otherwise fully comply with the requirements of State law; and

CITY OF CLERMONT
ORDINANCE NO. 2016-05

WHEREAS, all procedural and notice requirements mandated by State law have been followed, and all requirements of the City of Clermont Land Development Code have been satisfied; and

WHEREAS, the City Council of the City of Clermont hereby determines that it is to the advantage of the City of Clermont and in the best interests of the citizens of the City of Clermont to annex the right-of-way described below; and

WHEREAS, the map displayed hereto as Exhibit "A" show, describe, and depict the right-of-way which is hereby annexed into the City of Clermont;

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

SECTION 1. Legislative Findings.

The recitals set forth above are hereby adopted as legislative findings of the City Council of the City of Clermont.

SECTION 2. Annexation and Transfer of Jurisdiction.

The following described right-of-way lying within an unincorporated area of Lake County, is hereby annexed to the City of Clermont pursuant to Section 171.044, Florida Statutes (2005). The right-of-way to be annexed; as depicted in Exhibit "A ", and further described as follows:

All the State Road rights-of-way and state associated retention ponds, starting in Section 27, Township 22South, Range 26 East, running east from current Clermont city limits, also identified as being bounded on the West by the Eastern boundary of SR 50 as described in Official Record Book 4473 Page 2329, Public Records of Lake County, Fl; extending East through Sections 25 & 26, Township 22 South, Range 26 East and bounded on the East by the Lake County-Orange County line,

Containing 62.08 acres, more or less

SECTION 3. Effect of Annexation.

Upon this Ordinance becoming effective, the owner of the said right-of-way shall be entitled to all the rights and privileges and immunities as are from time-to-time granted to property owners of the City 'of Clermont as further provided in Chapter 171, Florida Statutes, and shall further be subject to the responsibilities of ownership as may from time-to-time be determined by the governing authority of the City of Clermont and the provisions of said Chapter 171, Florida Statutes.

CITY OF CLERMONT
ORDINANCE NO. 2016-05

SECTION 4. Administrative Actions.

Within seven (7) days of the adoption of this Ordinance, the City Clerk shall file a certified copy of said Ordinance with the Clerk of the Court of Lake County, with the Chief Administrative Officer of Lake County, with the Florida Department of State, and with any additional agencies impacted by said annexation as required by Florida Statutes. This Ordinance shall be recorded in the public records of Lake County, Florida.

SECTION 5. Conflicts.

All Ordinances or part of Ordinances in conflict with this Ordinance are hereby repealed.

SECTION 6. Severability.

Upon a determination by a court of competent jurisdiction that a portion of this Ordinance is void, unconstitutional, or unenforceable, all remaining portions shall remain in full force and effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. Codification.

The provisions of this Ordinance shall not be codified, but the annexed right-of-way shall be incorporated and included in all appropriate maps of the City Limits of the City of Clermont by the City Manager, and the City Manager is hereby directed to take any and all appropriate actions relative to land use planning pertaining to the right-of-way annexed pursuant to this Ordinance.

SECTION 8. Effective Date.

This ordinance shall take effect immediately upon its enactment.

CITY OF CLERMONT
ORDINANCE NO. 2016-05

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on the 26th day of January, 2016.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday January 26, 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. 2016-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF STATE RIGHTS-OF-WAY BEING STATE ROAD 50 FROM EAST OF SOUTH GREATER HILLS BOULEVARD TO THE LAKE COUNTY LINE, TO INCLUDE STATE OWNED RETENTION PONDS ADJACENT TO THE RIGHT-OF-WAY, SAID RIGHT-OF-WAY BEING CONTIGUOUS TO THE CITY OF CLERMONT AND BEING ANNEXED IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; REDEFINING THE BOUNDARIES OF THE CITY OF CLERMONT TO INCLUDE SAID RIGHT-OF-WAY; PROVIDING FOR FINDINGS, LEGAL DESCRIPTION AND A MAP; DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICER OF LAKE COUNTY, AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR RECORDING, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

LOCATION:

State Road 50 from east of South Greater Hills Boulevard to the Lake County line, to include
State owned retention ponds adjacent to the right-of-way.

LEGAL DESCRIPTION

All the State Road rights-of-way and state associated retention ponds, starting in Section 27, Township 22South, Range 26 East, running east from current Clermont city limits, also identified as being bounded on the West by the Eastern boundary of SR 50 as described in Official Record Book 4473 Page 2329, Public Records of Lake County, FL; extending East through Sections 25 & 26, Township 22 South, Range 26 East and bounded on the East by the Lake County~Orange County line,
Containing 62.08 acres, more or less

See Map Below

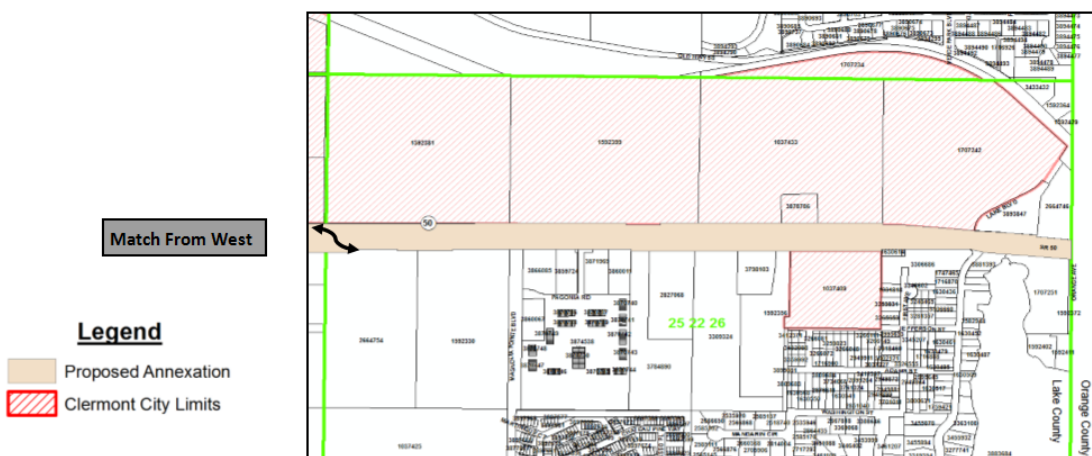
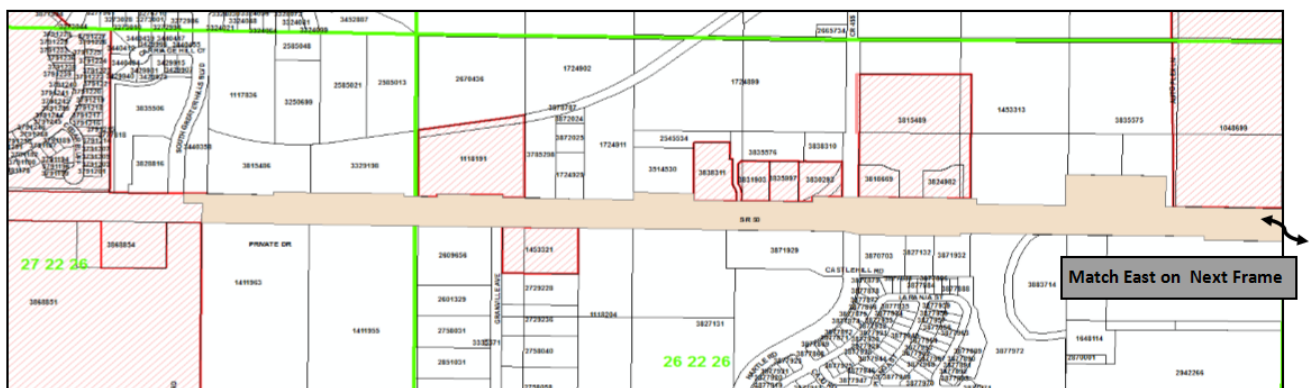
This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
January 5 & 12, 2016

Location Map:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 26, 2016		
Agenda Item Name		
Ordinance No. 2016-06 <i>Final LDC Amendment</i>		
Requested Action		
Move to approve Ordinance 2016-06.		
Staff Report		
This Land Development Code amendment to Section 62-39 Parking for Certain Purposes, includes a minor amendment to Article II, Sec. 62-39 (2) which clarifies that parking regulations must be adhered to. Upon annexation of the remaining portion of S.R. 50 from South Greater Hills Blvd. to the Lake/Orange County line, parking on the Right Of Way would not be permitted and various businesses will all have to comply with applicable laws, both local and state. <i>At the January 5, 2016 Planning and Zoning Commission meeting, Commissioner Cuqui Whitehead moved to recommend approval of the land development code amendment; seconded by Commissioner Judy Proli. The vote was unanimous to recommend approval.</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	Parking on ROW Ord 2016-06.doc	
2. P&Z Minutes	P&Z minutes.pdf	
3. Legal ad	Parking on ROW AD.docx	

CITY OF CLERMONT

ORDINANCE No. 2016-06

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 62 TRAFFIC AND VEHICLES, CREATING A NEW SECTION 62-39 PARKING FOR CERTAIN PURPOSES PROHIBITED; SALE OF MOTOR VEHICLES; PROHIBITED ACTS; 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 January 5, 2016 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 62 Traffic and vehicles, Creating a New Section 62-39 Parking for certain purposes prohibited; sale of motor vehicles; prohibited acts; of the City of Clermont's Code of Ordinances; and

WHEREAS, the State of Florida has adopted under Florida Statutes Section 316.1951 Parking for certain purposes prohibited; sale of motor vehicles; prohibited acts, effective July 1, 2010; and

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 City of Clermont Code of Ordinances is hereby amended to read as follows:

Chapter 62 TRAFFIC AND VEHICLES

Article II. Stopping, Standing and Parking

Section 62-39

Parking for certain purposes prohibited; sale of motor vehicles; prohibited acts

CITY OF CLERMONT

ORDINANCE No. 2016-06

- (1) It is unlawful for any person to park a motor vehicle, as defined in Florida Statutes 320.01, upon a public street or highway, a public parking lot, or other public property, or upon private property where the public has the right to travel by motor vehicle, for the principal purpose and intent of displaying the motor vehicle thereon for sale, hire, or rental unless the sale, hire, or rental of the motor vehicle is specifically authorized on such property by municipal or county regulation and the person is in compliance with all municipal or county licensing regulations.
- (2) The provisions of Subsection (1) do not prohibit a person from parking his or her own motor vehicle ~~or his or her other personal property~~ on any private real property which the person owns or leases or on private real property which the person does not own or lease, but for which he or she obtains the permission of the owner, or on the public street immediately adjacent thereto, for the principal purpose and intent of sale, hire, or rental. Provided, however, that such parking of vehicles shall otherwise comply with all applicable laws, codes and regulations. All Clermont regulations for such parking must be adhered to.
- (3) Subsection (1) does not prohibit a licensed motor vehicle dealer from displaying for sale or offering for sale motor vehicles at locations other than the dealer's licensed location if the dealer has been issued a supplemental license for off-premises sales, as provided in Florida Statutes 320.27(5), and has complied with the requirements in Subsection (1). A vehicle displayed for sale by a licensed dealer at any location other than the dealer's licensed location is subject to immediate removal without warning.
- (4) A local government may adopt an ordinance to allow the towing of a motor vehicle parked in violation of this section. A law enforcement officer, compliance officer, code enforcement officer from any local government agency, or supervisor of the department may issue a citation and cause to be immediately removed at the owner's expense any motor vehicle found in violation of Subsection (1), except as provided in Subsections (2) and (3), or in violation of Subsection (5), Subsection (6), Subsection (7), or Subsection (8), and the owner shall be assessed a penalty as provided in Florida Statutes 318.18(21) by the government agency or authority that orders immediate removal of the motor vehicle. A motor vehicle removed under this Section shall not be released from an impound or towing and storage facility before a release form prescribed by the department has been completed verifying that the fine has been paid to the government agency or authority that ordered immediate removal of the motor vehicle. However, the owner may pay towing and storage charges to the towing and storage facility pursuant to Florida Statutes 713.78 before payment of the fine or before the release form has been completed.

CITY OF CLERMONT

ORDINANCE No. 2016-06

- (5) It is unlawful to offer a vehicle for sale if the vehicle identification number has been destroyed, removed, covered, altered, or defaced, as described in Florida Statutes 319.33(1)(d). A vehicle found in violation of this Subsection is subject to immediate removal without warning.
- (6) It is unlawful to knowingly attach to any motor vehicle a registration that was not assigned or lawfully transferred to the vehicle pursuant to Florida Statutes 320.261. A vehicle found in violation of this Subsection is subject to immediate removal without warning.
- (7) It is unlawful to display or offer for sale a vehicle that does not have a valid registration as provided in Florida Statutes 320.02. A vehicle found in violation of this Subsection is subject to immediate removal without warning. This Subsection does not apply to vehicles and recreational vehicles being offered for sale through motor vehicle auctions as defined in Florida Statutes 320.27(1)(c) 4.
- (8) A vehicle is subject to immediate removal without warning if it bears a telephone number that has been displayed on three or more vehicles offered for sale within a 12-month period.
- (9) Any other provision of law to the contrary notwithstanding, a violation of Subsection (1), Subsection (5), Subsection (6), Subsection (7), or Subsection (8) shall subject the owner of such motor vehicle to towing fees reasonably necessitated by removal and storage of the motor vehicle and a fine as required by Florida Statutes 318.18.
- (10) This Section does not prohibit the governing body of a municipality or county, with respect to streets, highways, or other property under its jurisdiction, from regulating the parking of motor vehicles for any purpose.
- (11) A violation of this Section is a noncriminal traffic infraction, punishable as a nonmoving violation as provided in chapter 318, unless otherwise mandated by general law.

SECTION 3.

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.

CITY OF CLERMONT
ORDINANCE No. 2016-06

SECTION 4.

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

SECTION 5.

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

SECTION 5.

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. 2016-06

4

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County,
Florida on this 26th day of January, 2016.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
January 5, 2016**

Page 4

owner of the property, if the property is annexed in and approved with Mr. Lawler's site plan but the sale falls through, he will lose his ability to do townhomes which is included in the county's planned unit development. He stated that he does understand that he did sign the utility agreement that states the city has the right to annex the property. He stated that this is the wrong time to annex.

Commissioner Whitehead moved to recommend approval of the rezoning; seconded by Commissioner Hubbard. The vote was unanimous to recommend approval.

3. REQUEST FOR LDC AMENDMENT

REQUEST: To amend Chapter 62, Section 62-39 Parking for Certain Purposes

APPLICANT: City Staff

Senior Planner Kruse presented the staff report as follows:

This land development code amendment to Section 62-39 Parking for Certain Purposes, includes a minor amendment to Article II, Section 62-39 (2) which clarifies that parking regulations must be adhered to.

Upon annexation of the remaining portion of SR 50 from the South Greater Hills Blvd. to the Lake/Orange County line, parking on the right-of-way would not be permitted and various businesses will all have to comply with applicable laws, both local and state.

Commissioner Whitehead moved to recommend approval of the land development code amendment; seconded by Commissioner Proli. The vote was unanimous to recommend approval.

Commissioner Hubbard nominated Commissioner Jones as Chairman, seconded by Commissioner Proli. The vote was unanimous to accept Commissioner Jones as Chairman.

Commissioner Proli nominated Commissioner Whitehead as Vice-Chair, seconded by Commissioner Smith. The vote was unanimous to accept Commissioner Whitehead as Vice-Chair.

There being no further business, the meeting was adjourned at 7:24 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. 2016-06

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 62 TRAFFIC AND VEHICLES, CREATING A NEW SECTION 62-39 PARKING FOR CERTAIN PURPOSES PROHIBITED; SALE OF MOTOR VEHICLES; PROHIBITED ACTS; PROVIDING FOR CODIFICATION; SEVERABILITY; EFFECTIVE DATE; AND PUBLICATION.

This ordinance will be considered by the Planning & Zoning Commission on Tuesday, January 5, 2016 at 6:30 P.M.

A public meeting to consider the ordinance will be held before the City Council on Tuesday, January 26, 2016 at 6:30 p.m. for final enactment.

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

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

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

Tracy Ackroyd Howe
City Clerk, MMC

Daily Commercial
December 29, 2015 and January 12, 2016



CITY OF CLERMONT

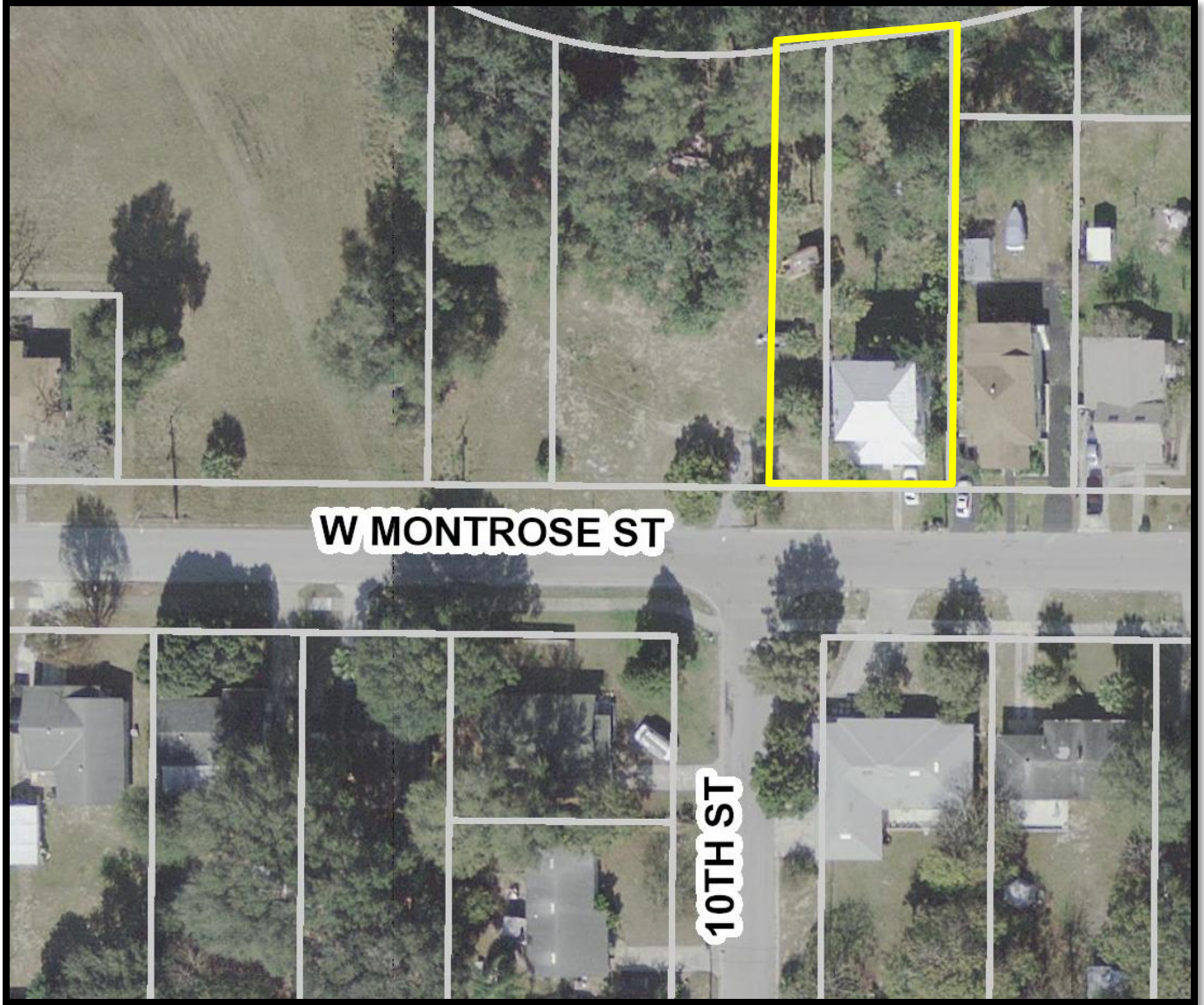
AGENDA ITEM

Page 1 of 1

Meeting Date											
Tuesday, January 26, 2016											
Agenda Item Name											
Variance Request Ayyoob											
Requested Action											
Move to deny the variance requests.											
Staff Report											
The applicant, Harris Ayyoob, is requesting the following four variances to the Land Development Code (LDC): (1) To allow for a side yard setback of 5 feet instead of the 7.5 feet as required by the LDC, Section 122-186 (2) To allow for a front yard setback of 10 feet instead of the 25 feet as required by the LDC, Section 122-186 (3) To allow for a minimum lot width of 60 feet instead of 75 feet as required by the LDC, Section 122-185 (4) To allow for a driveway to be placed up to the side lot line instead of the 5-foot setback from the side lot line as required in the LDC, Section 122-342 The applicant is in the process of converting an existing single family home to a two-family dwelling unit. As part of this process, the applicant has to provide more parking. The current zoning, R-3 Residential/Professional District, permits two-family dwelling units. The single family home was constructed in 1925 and is located on a nonconforming lot of record. The first three variance requests are for the existing conditions of the current structure. No increase in footprint or size of the dwelling is being sought. The fourth variance request is for the addition of a driveway to accommodate the additional parking demand from the two-family dwelling. The applicant has adequate room behind the home to accomodate parking. The challenge is getting the vehicles from the front of the home to the back of the home with the current conditions. Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that three of the eight do not meet these findings. Therefore, staff recommends denial of the variance requests.											
Additional Analysis											
Fiscal Impact Summary											
Fiscal Impact	Fund Number and Description	Available Budget Amount									
Exhibits Attached (copies of original agreements)											
<table border="0"><tr><td>1.</td><td>Location</td><td>Variance Locations Ayyoob 990 w montrose.pdf</td></tr><tr><td>2.</td><td>Site plan</td><td>Site plan.pdf</td></tr><tr><td>3.</td><td>Review Criteria</td><td>Ayyoob Review Criteria and Finding.docx</td></tr></table>			1.	Location	Variance Locations Ayyoob 990 w montrose.pdf	2.	Site plan	Site plan.pdf	3.	Review Criteria	Ayyoob Review Criteria and Finding.docx
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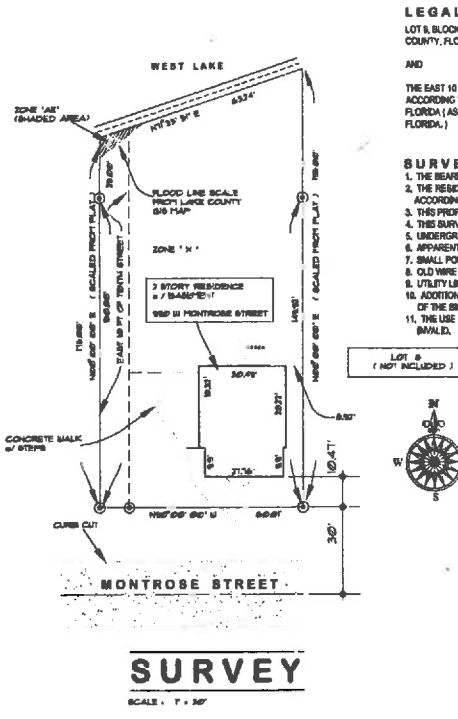
4.	Application	Application.pdf
5.	Legal ad	VAR Legal AD Harris Ayyoob.docx

Ayyoob - 990 West Montrose St.



Variances:

- # 1: to allow for a side yard setback of 5 feet – rather than a 7.5 feet setback
- # 2: to allow for a front yard setback of 10 feet – rather than a 25 feet setback
- # 3: to allow for a minimum lot width of 60 feet – rather than 75 feet
- # 4: to allow for a driveway to be placed up to the side lot line – rather than 5 feet from the side lot line



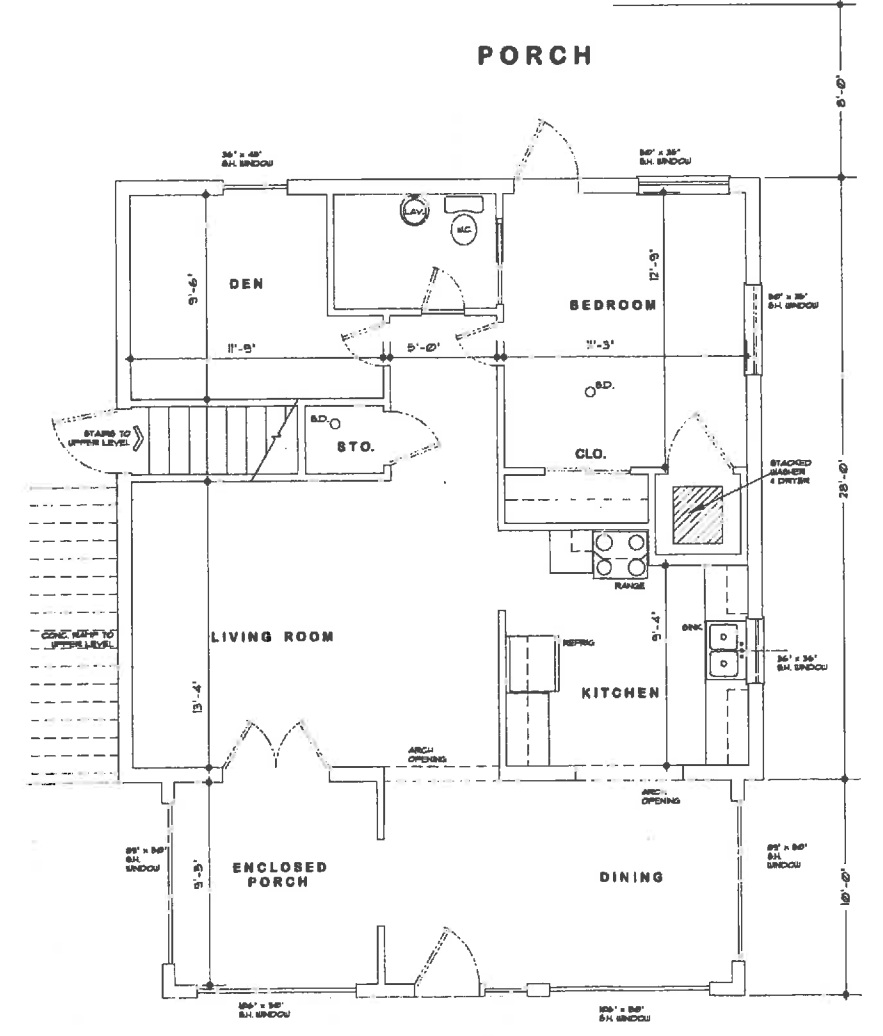
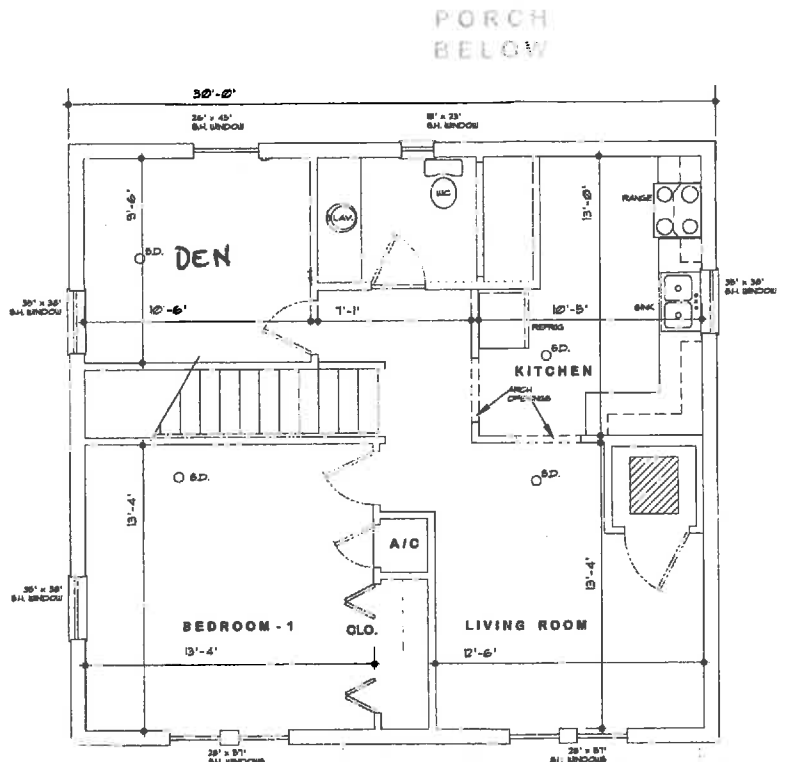
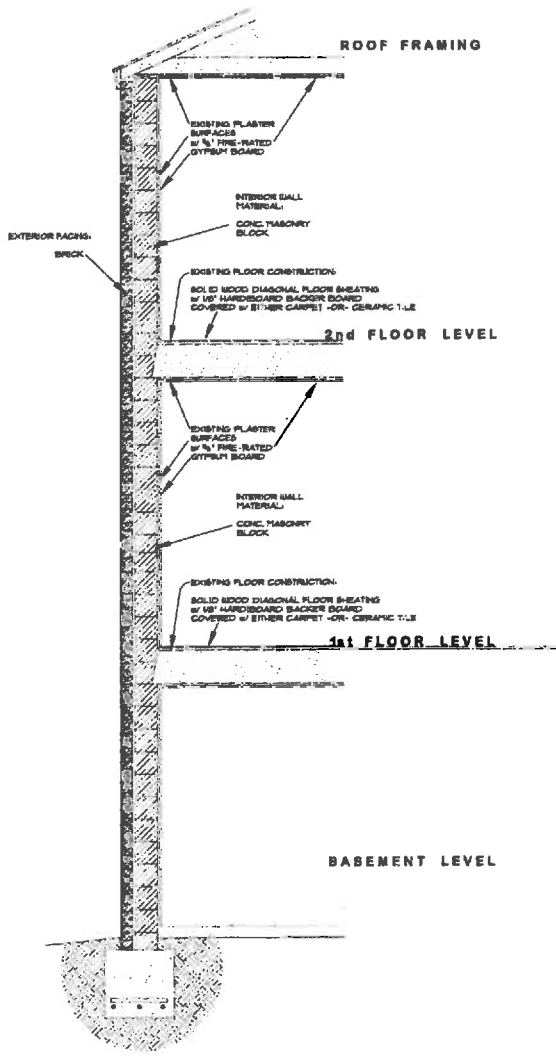
LEGAL DESCRIPTION
LOT 8, BLOCK 15, OFFICIAL MAP OF THE CITY OF CLERMONT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE(S) 17 THROUGH 21 INCLUSIVE OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND

THE EAST 10 FEET OF THAT PORTION OF TENTH STREET BOUNDED ON THE SOUTH BY THE NORTH RIGHT OF WAY LINE OF MONTROSE STREET BOUNDED ON THE NORTH BY THE SHORES OF WEST LAKE, ACCORDING TO THE OFFICIAL MAP OF THE CITY OF CLERMONT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE(S) 17 THROUGH 21 INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA (AS ABANDONED BY ORDINANCE No. 11344, CITY OF CLERMONT, A COPY OF SUCH ORDINANCE BEING RECORDED IN OFFICIAL RECORDS BOOK 164, PAGE 2, 11, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.)

SURVEY NOTES

1. THE BEARINGS HEREON ARE BASED ON THE ASSUMED BEARING OF N. 89° 00' 00" W. ALONG THE NORTH RIGHT OF WAY OF MONTROSE STREET.
2. THE RESIDENCE SHOWN HEREON LIES WITHIN FLOOD ZONE "X", AN AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN, ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP.
3. THIS PROPERTY IS SUBJECT TO ANY FACTS THAT MIGHT BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH/BACKS OR RESTRICTIONS.
4. THIS SURVEY IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, SETBACKS OR RESTRICTIONS.
5. UNDERGROUND ENCROACHMENTS OR IMPROVEMENTS, IF ANY, NOT LOCATED OR SHOWN.
6. APPARENT ABOVEGROUND ENCROACHMENTS, IF ANY, AS SHOWN OR NOTED.
7. SMALL PORTION OF OLD RETAINING WALL MONIERS ALONG THE EAST LINE OF LOT 8.
8. OLD WIRE FENCES BEHINDING ALONG A PORTION OF PROPERTY NOT LOCATED OR SHOWN.
9. UTILITY LINES NOT LOCATED OR SHOWN.
10. ADDITIONS OR DELETIONS TO THE SURVEY SHOWN HEREON BY OTHER THAN THE SIGNING PARTY IS PROHIBITED; WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.
11. THE USE OF A SURVEY AFFIDAVIT IN REGARD TO THIS SURVEY IS PROHIBITED AND THE SIGNING OF ANY AFFIDAVIT WILL RENDER THIS SURVEY INVALID.



SQUARE FOOTAGE	
UPPER LEVEL	840.27
LOWER LEVEL	840.27
REAR OPEN PORCH	56.0
ENCLOSED FRONT PORCH	270.83
TOTAL	2007.37

ALT. KEY # 165267

RICHARD CLAY ARCHITECT, LLC
POST OFFICE BOX 729 • CLERMONT, FL • 34480
www.ArchitectCentralFlorida.com
27attek@gmail.com
T. 352.302.3487
A.A. 26002618

Professional Certification
THE OFFICE OF THIS STRUCTURE HAS
BEEN REVIEWED AND APPROVED
WITH THE MINIMUM REQUIREMENTS OF
CHAPTER 1, 2014 FLORIDA BUILDING
CODE, AND THE MINIMUM REQUIREMENTS
OF THE FLORIDA BOARD OF ARCHITECTS
RICHARD CLAY ARCHITECT, LLC
Architect

Renovations to the RESIDENCE of:
Mr. Harris Ayyoob
990 W. Montrose Street / Clermont, 34712

WARNING:
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PERMISSION OF RICHARD CLAY ARCHITECT, LLC.

REVISION:

DATE:
23 Nov 2015

PROJECT NO:
5776.09.24

SHEET
1 OF 2



PHOTO # 1 WEST ELEV.,
LOOKING AT RAMP TO 2nd FLOOR LEVEL



PHOTO # 2 INTERIOR STAIR
TO UPPER LEVEL



PHOTO # 3 REAR ELEV.



PHOTO # 4 WEST ELEV.,
LOOKING AT RAMP TO 2nd FLOOR LEVEL



PHOTO # 5 SOUTH ELEV.,
LOOKING AT FRONT OF BUILDING



PHOTO # 6 EAST ELEV.,
LOOKING AT S.E. OF BUILDING

ALT. KEY # 1613267

	
RICHARD CLAY ARCHITECT, LLC POST OFFICE BOX 729 • LECANTO, FL • 34460 www.ArchitectCentralFlorida.com 27artek@gmail.com A.A. 26003618 T. 352. 302. 3487	
Professional Certification THE DESIGN OF THIS STRUCTURE HAS BEEN REVIEWED FOR COMPLIANCE WITH THE WIND LOAD REQUIREMENTS OF THE 2015 FLORIDA BUILDING CODE. RATED WIND LOAD FOR THIS STRUCTURE: 150 mph. RICHARD CLAY ARCHITECT, LLC Professional Seal No. 9748	
Renovations to the RESIDENCE of: Mr. Harris Ayyoob 990 W. Montrose Street / Clermont, 34712	
WARNING: THIS DOCUMENT CONTAINS PROPRIETARY IN- FORMATION WHICH IS COPYRIGHTED AND BE- LONGS TO RICHARD CLAY ARCHITECT, LLC. ALL DESIGN, DRAWINGS, SPECIFICATIONS, CONCEPTS ETC., ARE THE PROPERTY OF RICHARD CLAY ARCHITECT, LLC. NO PART HEREOF IS TO BE REPRODUCED, COPIED, OR OTHERWISE TRANSMITTED TO OTHER PARTIES WITHOUT THE WRITTEN PERMISSION OF RICHARD CLAY ARCHITECT, LLC.	
REVISION :	
DATE: 23 Nov 2015	
PROJECT No: 5776.09.24	
SHEET 2 OF 2	

DESCRIPTION: LOT 9, BLOCK 95, OFFICIAL MAP OF THE CITY OF CLERMONT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE(s) 17 THROUGH 23, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND

THE EAST 10 FEET OF THAT PORTION OF TENTH STREET BOUNDED ON THE SOUTH BY THE NORTH RIGHT OF WAY LINE OF MONTROSE STREET AND BOUNDED ON THE NORTH BY THE SHORES OF WEST LAKE, ACCORDING TO THE OFFICIAL MAP OF THE CITY OF CLERMONT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGES 17 THROUGH 23, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA (AS ABANDONED BY ORDINANCE NO.112-M, CITY OF CLERMONT, A COPY OF SUCH ORDINANCE BEING RECORDED IN OFFICIAL RECORDS BOOK 654, PAGE 2171, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.)

NOTES:

1. THE BEARINGS HEREON ARE BASED ON THE ASSUMED BEARING OF N.90°00'00"W., ALONG THE NORTH RIGHT OF WAY OF MONTROSE STREET.
2. THE RESIDENCE SHOWN HEREON LIES WITHIN FLOOD ZONES "X" AN AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN, ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP.
3. THIS PROPERTY IS SUBJECT TO ANY FACTS THAT MIGHT BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
4. THIS SURVEY IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, SETBACKS OR RESTRICTIONS.
5. UNDERGROUND ENCROACHMENTS OR IMPROVEMENTS, IF ANY, NOT LOCATED OR SHOWN.
6. APPARENT ABOVEGROUND ENCROACHMENTS, IF ANY, AS SHOWN OR NOTED.
7. SMALL PORTION OF OLD RETAINING WALL MEANDERS ALONG THE EAST LINE OF LOT 9.
8. OLD WIRE FENCES MEANDERING ALONG A PORTION OF PROPERTY NOT LOCATED OR SHOWN.
9. UTILITY LINES NOT LOCATED OR SHOWN.
10. ADDITIONS OR DELETIONS TO THE SURVEY SHOWN HEREON BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.
11. THE USE OF A SURVEY AFFIDAVIT IN REGARD TO THIS SURVEY IS PROHIBITED AND THE SIGNING OF ANY AFFIDAVIT WILL RENDER THIS SURVEY INVALID.

Note: This lot contains 11,101 square feet more or less.

GRAPHIC SCALE



(IN FEET)

1 inch = 30 ft.

Revised 9/21/2015 to show square footage.

Blackburn Surveying, Inc.
L.B. # 6528
642 W. Highway 50
P.O. Box 121022
Clermont, Florida 34712
(352) 394-4417
Fax (352) 394-7058

BOUNDARY SURVEY FOR:

Harris Ayyoob

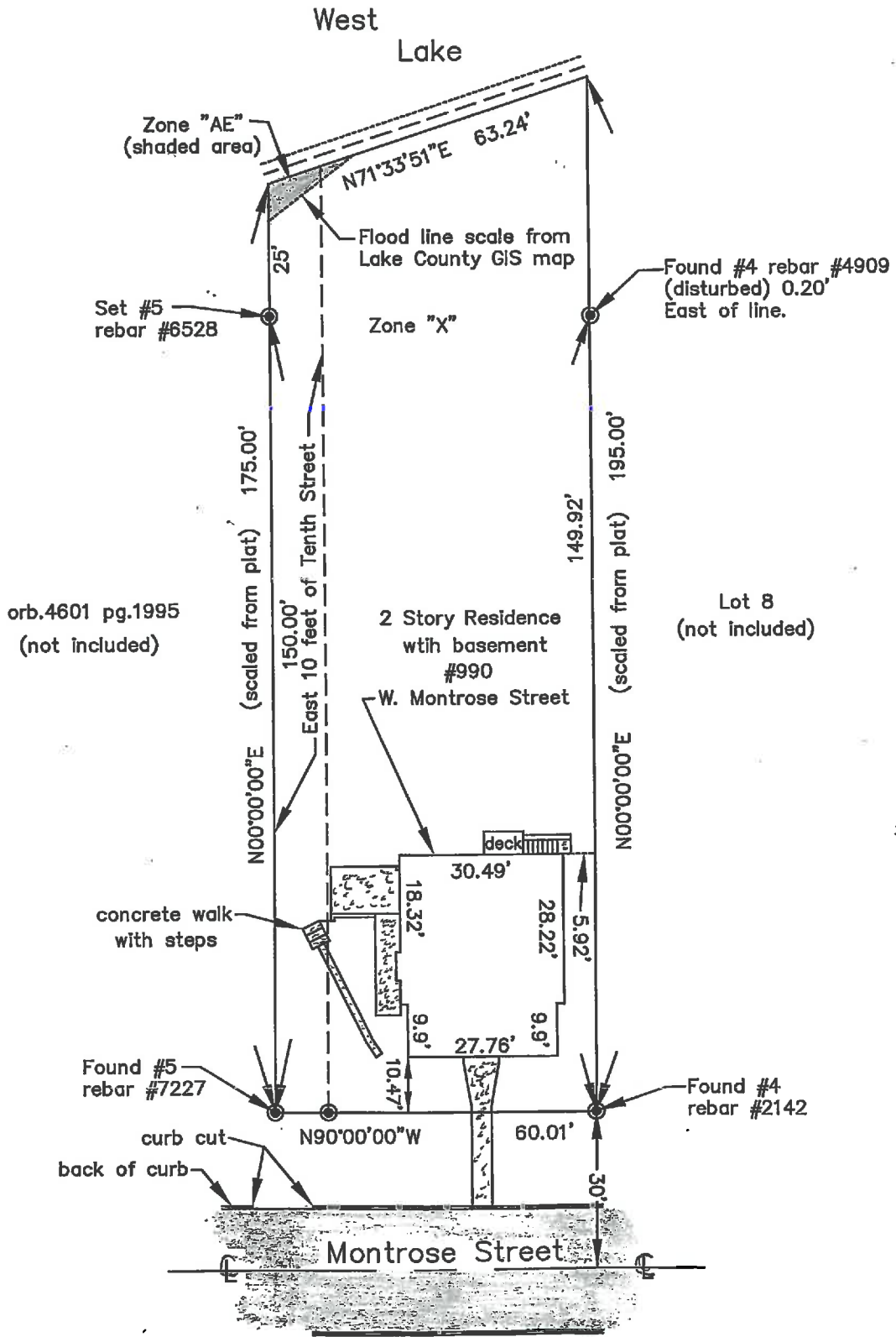
SCALE: 1" = 30'	APPROVED BY: PMK	DRAWN BY: TERRY PITT
DATE: 5/13/2015	FB/PAGE: 190-31-1P	

CLERMONT BLOCK 95
LAKE COUNTY, FLORIDA

PAGE NO. 1 DRAWING NO. CL95-9ZIP14

PATRICK M. KELLEY, P.L.S. FLORIDA SURVEYOR'S CERTIFICATE NO. 4423
NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR & MAPPER
THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.

9/21/15



orb.4601 pg.1995
(not included)

DESCRIPTION: LOT 9, BLOCK 95, OFFICIAL MAP OF THE CITY OF CLERMONT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE(s) 17 THROUGH 23, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND

THE EAST 10 FEET OF THAT PORTION OF TENTH STREET BOUNDED ON THE SOUTH BY THE NORTH RIGHT OF WAY LINE OF MONTROSE STREET AND BOUNDED ON THE NORTH BY THE SHORES OF WEST LAKE, ACCORDING TO THE OFFICIAL MAP OF THE CITY OF CLERMONT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGES 17 THROUGH 23, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA (AS ABANDONED BY ORDINANCE NO.112-M, CITY OF CLERMONT, A COPY OF SUCH ORDINANCE BEING RECORDED IN OFFICIAL RECORDS BOOK 654, PAGE 2171, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.)

NOTES:

1. THE BEARINGS HEREON ARE BASED ON THE ASSUMED BEARING OF N.90°00'00"W., ALONG THE NORTH RIGHT OF WAY OF MONTROSE STREET.
2. THE RESIDENCE SHOWN HEREON LIES WITHIN FLOOD ZONES "X" AN AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN, ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP.
3. THIS PROPERTY IS SUBJECT TO ANY FACTS THAT MIGHT BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
4. THIS SURVEY IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, SETBACKS OR RESTRICTIONS.
5. UNDERGROUND ENCROACHMENTS OR IMPROVEMENTS, IF ANY, NOT LOCATED OR SHOWN.
6. APPARENT ABOVEGROUND ENCROACHMENTS, IF ANY, AS SHOWN OR NOTED.
7. SMALL PORTION OF OLD RETAINING WALL MEANDERS ALONG THE EAST LINE OF LOT 9.
8. OLD WIRE FENCES MEANDERING ALONG A PORTION OF PROPERTY NOT LOCATED OR SHOWN.
9. UTILITY LINES NOT LOCATED OR SHOWN.
10. ADDITIONS OR DELETIONS TO THE SURVEY SHOWN HEREON BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.
11. THE USE OF A SURVEY AFFIDAVIT IN REGARD TO THIS SURVEY IS PROHIBITED AND THE SIGNING OF ANY AFFIDAVIT WILL RENDER THIS SURVEY INVALID.

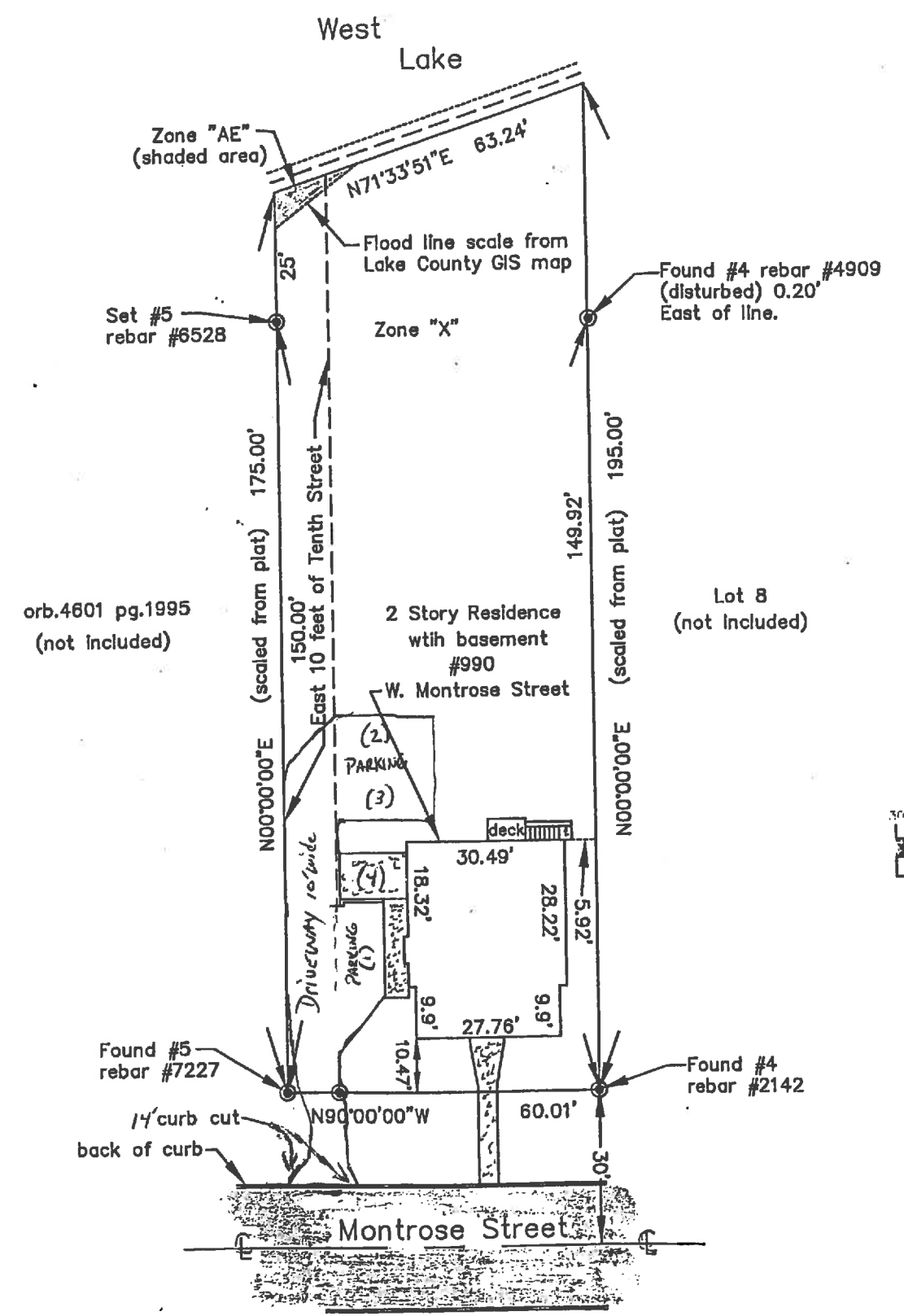
Note: This lot contains 11,101 square feet more or less.

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

Revised 9/21/2015 to show square footage.



orb.4601 pg.1995
(not included)

Lot 8
(not included)

Blackburn Surveying, Inc.
L.B. # 6528
642 W. Highway 50
P.O. Box 121022
Clermont, Florida 34712
(352) 394-4417
Fax (352) 394-7058

BOUNDARY SURVEY FOR:		
Harris Ayyoob		
SCALE: 1" = 30'	APPROVED BY: PMK	DRAWN BY: TERRY PITT
DATE: 5/13/2015	FR/PAGE: 190-31-TP	
CLERMONT BLOCK 95 LAKE COUNTY, FLORIDA		
PAGE NO. 1	DRAWING NO. CL95-9ZIP14	

PATRICK M. KELLEY, P.L.S. FLORIDA SURVEYOR'S CERTIFICATE NO. 4423
NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR & MAPPER
THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE

Signature 9/21/15

Ayyoob Variances

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: 1925 home built with no parking area and no adequate space for parking in front yard that would meet current requirements. Only option for parking is to install a driveway along west property line around building for parking in rear yard.

Staff comments: Staff agrees that the single family home was constructed in 1925 when the land development codes were non-existent. The home can be used a single family dwelling. The applicant desires to complete the conversion of the home into a two-family dwelling, which requires more parking, necessitating for a variance request for the driveway installation and location. As for the setbacks and minimum lot size, the home was constructed prior to current land development codes and is recognized as a nonconforming lot of record with the existing single family dwelling.

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: Present owner purchased home in non-compliance with current setback requirements. Current owner is attempting to bring current home into conformity.

Staff comments: The current owner did not create the setback issues with the existing side and front yard setback deficiencies, as well as the minimum lot width requirement. The current owner is requesting the variance for the driveway installation to serve the duplex.

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: Yes, the current zoning and land use requirements brings an undue hardship upon owner by making home with no adequate parking, as the neighbors have.

Staff comments: The property is currently zoned R-3. Due to the current configuration of the home on the lot and the dimensions of the lot, an undue hardship to add a driveway to accommodate the additional parking demand has been created by the applicant’s desire to convert the structure to a two-family dwelling. If the structure remained a single family home, existing parking has been provided since 1925 for the single family home.

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: No, the variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded.

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, the driveway must run along the west side of the property line to allow a 10 foot wide drive around the building and structural retaining wall to gain access to the parking area at the rear of the home.

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, this does not give us special privilege compared to other homes in the area, just allowing access to home as other homes in the area have.

Staff comments: The City Council has granted similar variance requests 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: Requested variances will not diminish the property value and adjoining property values and would rather increase other property values by bringing current home into conformity.

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: Yes, the granting of the variances will make the house in harmony with its neighboring houses and current land use.

Staff comments: Staff feels that granting the variances will not be injurious to the surrounding properties.

Positive finding

STAFF RECOMMENDATION:

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



CITY OF CLERMONT
VARIANCE
Application

DATE: 11-30-15

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): _____

APPLICANT: HARRIS Ayyoob

CONTACT PERSON: ROBERT BROWN

Address: 11533 KANUBA CT.

City: CLERMONT State: FL Zip: 34715

Phone: 352-650-4653 Fax: _____

E-Mail: Robert@go2icg.com

OWNER: HARRIS Ayyoob

Address: 150 Southview Dr.

City: Concord State: ONTARIO Zip: L4K2K3

Phone: _____ Fax: _____

Address of Subject Property: 990 W. MONTROSE ST.

General Location: W. MONTROSE ST. & 10th STREET.

Legal Description (include copy of survey): Lot 9, BLOCK 95, OFFICIAL MAP OF THE CITY OF CLERMONT, ACCORDING TO PB 8, PG 17 THROUGH 23 AND THE EAST 10 FEET OF THAT PORTION OF 10th STREET BOUNDED ON THE SOUTH BY THE NORTH RIGHT OF WAY LINE OF MONTROSE ST. AND BOUNDED ON THE NORTH BY THE SHORES OF WEST LAKE. PB 8, PG 17-23 AS AMENDED BY ORDINANCE #112-M, RECORDED IN BOOK 654, PG 2171

Land Use (City verification required): MEDIUM Density

Zoning (City verification required): B-3



**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:

122-742 - Driveway, 122-185 (2) Lot width, 122-186 (2) Side Set-back, 122-186 (1) Front Set-back

3

What are you proposing to do that would require a variance and why? Like to install a driveway along at West side property side, to access parking area. Driveway to enough an required side set-back. Home was built in 1925 without

How does the Code create a hardship? any parking area - home does not conform to current set-back requirements and thereby proposed driveway will encroach on side set-back requirement to allow for adequate parking at current home. Current code creates hardship by making existing dwelling in non-conformance. The following justifications must be completed *****

for any variance requested:

Variance requested - subject and code section: Driveway (122-742)
Lot width (122-185(2)), Side set back (122-186(2)), Front Set Back (122-186(1))

Sec. 86-174. Review criteria and findings.

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

- (1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district; 1925 home built with no parking area and no adequate space for parking in front yard that would make current requirements. Only option for parking is to install driveway along west property line around building to parking in rear yard. Pro-
- (2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property; present owner purchased home in non-compliance with current set-back requirements. Current owner is attempting to bring current home into conformity.



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; Yes, the current zoning and land

use requirements brings an undue hardship upon owner by making home with no adequate parking as neighbors have access to parking.

(4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded; No,

the variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded.

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

west side of property line to allow a 10' foot wide drive around building and structural retaining wall to gain access to parking area at rear of home.

(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, this does not give us special

privilege compared to other homes in the area, just allowing access to home as other homes in the area.

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

not diminish the property value & adjoining property values and would rather increase other property values by bringing current home into conformity.



**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.

Yes, the granting of these variances will make the house in harmony with its neighboring houses and current land use.

Robert Brown

Applicant Name (print)

x

[Signature]

Applicant Name (signature)

Harris Ayoub

Owner Name (print)

x

[Signature]

Owner Name (signature)

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

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

City of Clermont

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

Prepared by and Return To:
Mary Neubauer
Fidelity National Title of Florida, Inc., Chelsea Title
Division
1845 E. Highway 50, Suite 301
Clermont, FL 34711



Order No.: 51-14-0193

SP 58,500.00

INSTRUMENT #2014124840
OR BK 4552 PG 1835 - 1836 (2 PGS)
DATE: 11/19/2014 11:57:19 AM
NEIL KELLY, CLERK OF THE CIRCUIT COURT
LAKE COUNTY
RECORDING FEES \$18.50 DEED DOC \$409.50

APN/Parcel ID(s): 2422250100-095-00900

WARRANTY DEED

THIS WARRANTY DEED dated November 10, 2014, by William Banzhaf and Renee Landrum Banzhaf as Trustees of the William Banzhaf and Renee Landrum Banzhaf Trust dated February 27, 2003, hereinafter called the grantor, to Harris Ayyoob, whose post office address is 180 Southview Drive, Concord, ON Canada L4K2L3, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in City of Clermont, County of Lake, State of Florida, to wit:

Lot 9, Block 95, Official Map of The City of Clermont, according to the map or plat thereof, as recorded in Plat Book 8, Page(s) 17 through 23, inclusive, of the Public Records of Lake County, Florida.

AND

The East 10 feet of that portion of Tenth Street bounded on the South by the North Right of Way line of Montrose Street and bounded on the North by the Shores of West Lake, according to the Official Map of the City of Clermont, according to the Plat thereof recorded in Plat Book 8, Pages 17 through 23, inclusive, Public Records of Lake County, Florida (as abandoned by ordinance No. 112-M, City of Clermont, a copy of such ordinance being recorded in Official Records Book 654, Page 2171, Public Records of Lake County, Florida.)

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

WARRANTY DEED

(continued)

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2014.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Leola Madeline Robinson
Witness Signature

Leola Madeline Robinson
Print Name

Nancy J. Frazier
Witness Signature

Nancy J. Frazier
Print Name

William Banzhaf and Renee Landrum Banzhaf as
Trustees of the William Banzhaf and Renee
Landrum Banzhaf Trust dated February 27, 2003

BY: William Banzhaf
William Banzhaf
Trustee

BY: Renee Landrum Banzhaf
Renee Landrum Banzhaf
Trustee

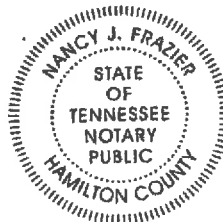
Address: 116 Blueberry Lane
Copperhill, TN 37317

State of Tennessee
County of Polk

The foregoing instrument was acknowledged before me this 10 day of November
2014, by William Banzhaf and Renee Landrum Banzhaf to me known to be the
person(s) described in or who has/have produced Driver License as identification and who
executed the foregoing instrument and he/she/they acknowledged that he/she/they executed the same.

Witness my hand and official seal in the County and State last aforesaid this 10 day of
November, 2014.

Nancy J. Frazier
NOTARY PUBLIC
My Commission Expires: 02/17/2016



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 setback of 5 feet instead of 7.5 feet as required by the Land Development Code, Section 122-186 – Yards, (2) to allow for a front yard setback of 10 feet instead of 25 feet as required by the Land Development Code, Section 122-186 Yards, (3) to allow for a minimum lot width of 60 feet instead of 75 feet as required by the Land Development Code, Section 122-185 Lot and height requirements, and (4) to allow for a driveway to be placed up to the side lot line instead of the 5 foot setback from the side lot line as required in the Land Development Code, Section 122-342 Special setbacks, at the following location:

LOCATION:

990 West Montrose Street
(Alt. Key 1615267)

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, January 26, 2016 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 Howe, MMC
City Clerk

Daily Commercial
January 19, 2016



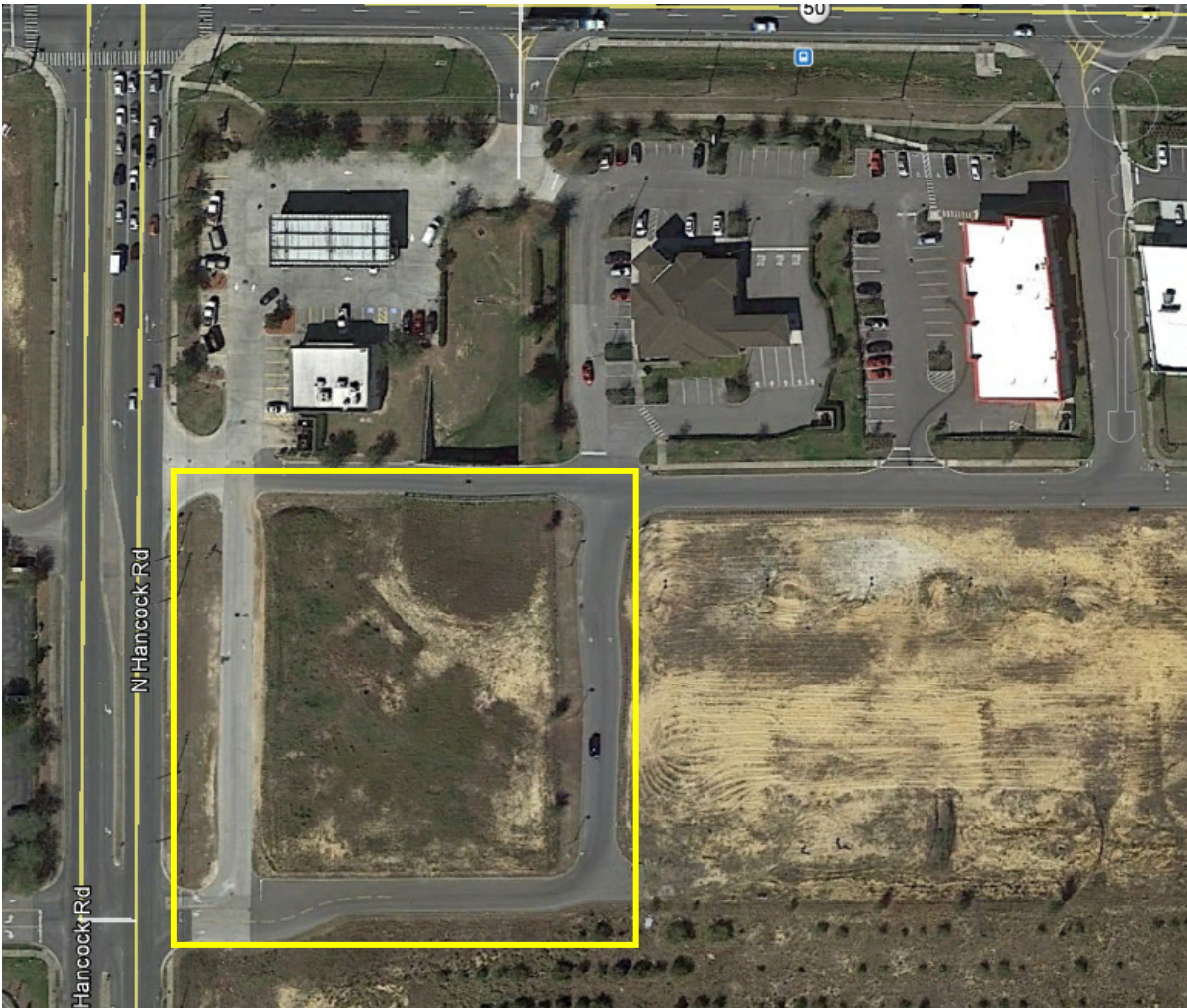
CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date																	
Tuesday, January 26, 2016																	
Agenda Item Name																	
Variance Request <i>Hancock Square</i>																	
Requested Action																	
Move to deny the requested variances.																	
Staff Report																	
The applicant is requesting two variances to the Land Development Code (LDC) in order to construct a new 16,000-square-foot professional office building at the northeast corner of Hancock Road and Hooks Street. The parcel is part of a previously approved site plan that included an access road for the 7-11 development on the north side of the parcel. The access road was constructed to match up with the alignment of the 7-11 drive aisle. In order to keep the access road in place, the applicant will need a variance to reduce the landscape buffer adjacent to Hancock Road because the parking stalls on the west side of the access road will not allow for the full buffer width of 20 feet. The variance request is to reduce the code-required 20-foot landscape buffer to a 10-foot landscape buffer. The second variance request is to allow for 11 parking stalls in a row without a landscape island break. Current City code allows for a maximum of 10 parking stalls in a row without a landscape island break. The applicant is requesting 11 parking stalls in a row to maximize the parking counts within the development. If the required three landscape islands were installed on the current proposed site plan, approximately six parking stalls would be lost, thereby requiring the building to be reduced by 1,200 square feet. Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that five of the eight do not meet these findings. Therefore, staff recommends denial of the two variance requests.																	
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>Location Map</td><td>Location Map.doc</td></tr><tr><td>2.</td><td>Findings</td><td>Findings.doc</td></tr><tr><td>3.</td><td>Site plan</td><td>Site plan.pdf</td></tr><tr><td>4.</td><td>Application</td><td>Application.pdf</td></tr><tr><td>5.</td><td>Legal ad</td><td>VAR Legal AD Hancock Square.docx</td></tr></table>			1.	Location Map	Location Map.doc	2.	Findings	Findings.doc	3.	Site plan	Site plan.pdf	4.	Application	Application.pdf	5.	Legal ad	VAR Legal AD Hancock Square.docx
1.	Location Map	Location Map.doc															
2.	Findings	Findings.doc															
3.	Site plan	Site plan.pdf															
4.	Application	Application.pdf															
5.	Legal ad	VAR Legal AD Hancock Square.docx															

Location Map:



Hancock Square 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: 1 & 2: Frontage and interior access roads were constructed across their parcel to serve adjacent 7-11 and Hancock Commons developments under previous code requirements. The existing roadways create boundaries and restrictions upon the use of this parcel.

Staff comments: The required landscape buffer and parking layout is applicable to other lands in the same zoning district and along arterial roadways.

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: 1&2: The existing access roads were constructed by the original owners of the 7-11 and Hancock Commons properties and not the current property owner of this parcel.

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

Negative finding

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

Applicant response: 1. The literal interpretation of the code would require a buffer width inconsistent with the adjacent 7-11 buffer and create a hardship on the applicant. 2. Limitations created by the length and geometry of the parcel create a hardship on the applicant.

Staff comments: The applicant can reduce the size of the building or look at a larger site and the variance requests may not be warranted.

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: 1 & 2 . The variances requested are based upon the location of the existing paved roadways and not to reduce the construction costs.

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

Positive finding

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

Applicant response: 1 & 2. The variances are the minimum necessary to allow reasonable use of the land.

Staff comments: The applicant is trying to maximize the potential use of the site by requesting the variance for the reduction in the landscape buffer and the parking layout.

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: 1 & 2. Granting of the variances will allow landscape buffering and parking consistent with the adjacent 7-11 site.

Staff comments: In recent years, Parking row variances have not been granted in this area. Staff feels granting this request would grant special privileges to this site.

Negative 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: 1 & 2. The proposed variances will not diminish property values in the area.

Staff comments: The proposed variance does not seem to substantially diminish property values or alter the essential character of the area. The proposed office building may increase property values in the area due to developing a vacant site.

Positive finding

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

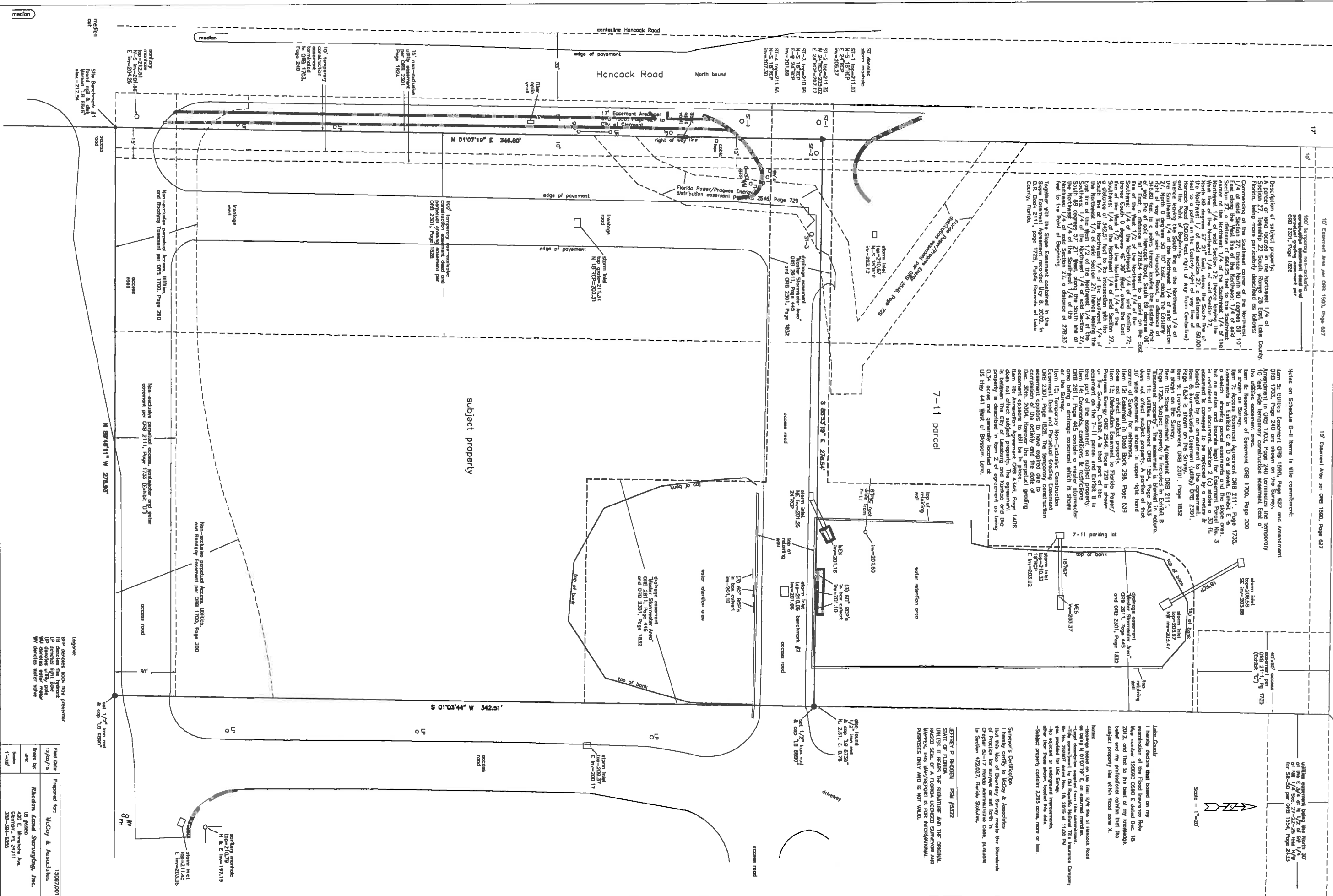
Applicant response: 1 & 2. The variances will not be detrimental to surrounding properties.

Staff comments: Staff feels that granting the buffer variance will be in harmony with the general intent and purpose of the land development code for the landscape buffer. The applicant will be landscaping the area along Hancock Rd. that will provide screening of the building and meeting the intent of the buffer. However, as for increasing parking row counts, staff believes the intent of the developer is to over maximize the potential use of the site when the building should be reduced in size to meet the remaining design criteria.

Negative finding

STAFF RECOMMENDATION:

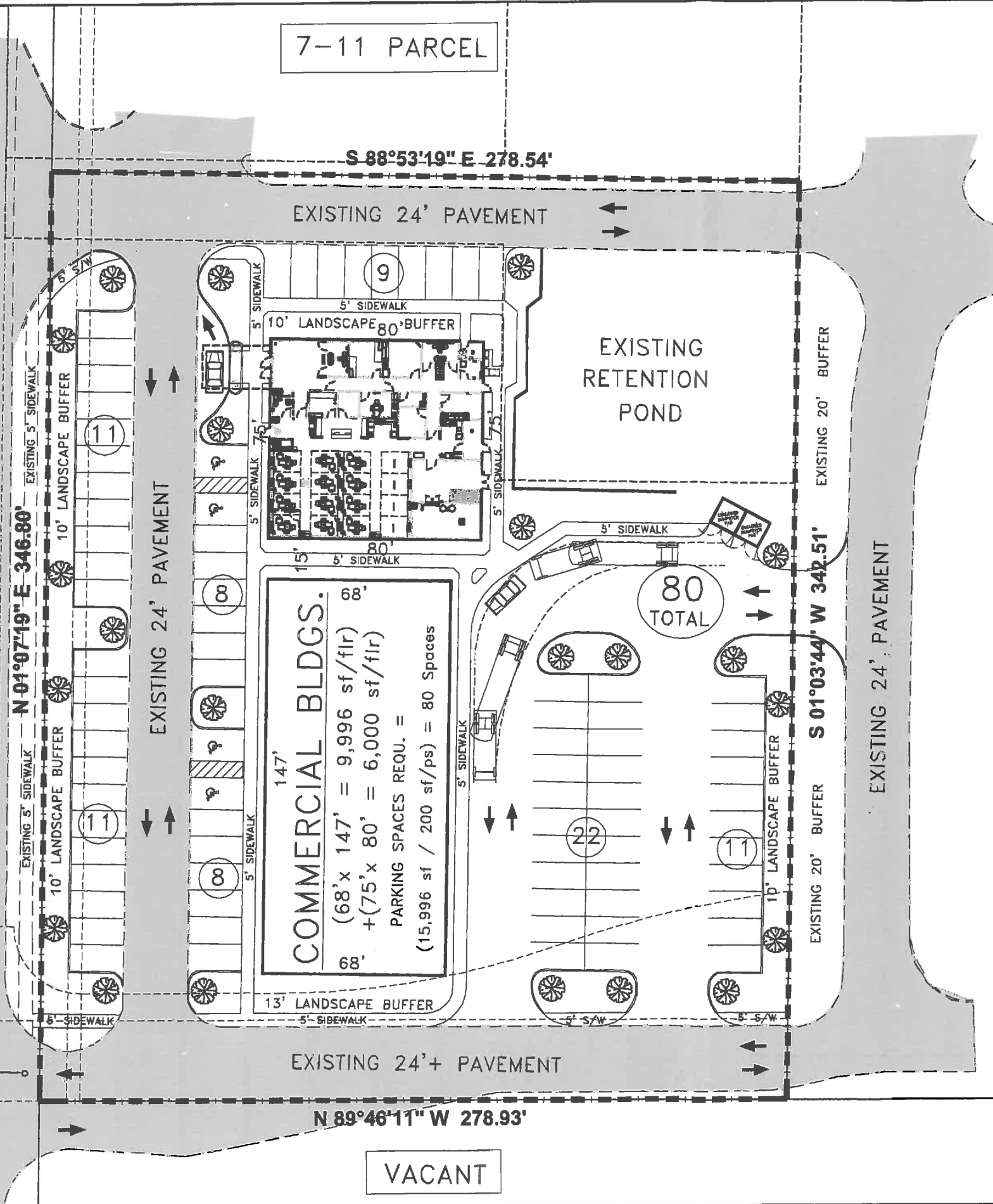
Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that **five** of the eight that do not meet these findings. Therefore, staff recommends denial of the two variance requests by the applicant to the Clermont Land Development Code.



THE ENGINEER EXPRESSLY RESERVES THE EXCLUSIVE COPYRIGHT AND PROPERTY RIGHTS TO THESE DRAWINGS WHICH MAY NOT BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER, NOR ARE THEY TO BE ASSIGNED TO ANY PARTY WITHOUT THE ENGINEER'S WRITTEN CONSENT.

HANCOCK ROAD

existing
sanitary
manhole
top=212.51
N-S inv=201.86
E inv=204.26



PROJECT CHARACTERISTICS

TOTAL PROPERTY AREA.....2.21 Acres
EXISTING ZONING.....C-2

PROPOSED SERVICES:

DRINKING WATER.....City of Clermont
SEWAGE DISPOSAL.....City of Clermont
ELECTRIC.....Duke Energy
NATURAL GAS.....Lake Apopka Natural Gas District
TELEPHONE.....Centurylink
GARBAGE DISPOSAL.....City of Clermont
FIRE PROTECTION.....City of Clermont
POLICE PROTECTION.....City of Clermont

MINIMUM BUILDING SETBACK REQUIREMENTS:

FROM HANCOCK ROAD RIGHT-OF-WAY.....25'
FROM REAR PROPERTY LINES.....25'
FROM SIDE PROPERTY LINES.....12'

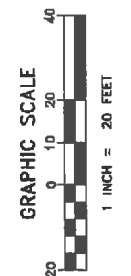
PARKING SPACES REQUIRED:

1-STORY COMMERCIAL BUILDINGS = 15,996 sf
(1) Parking Space per 200 sf [15,996/200] = (80) Spaces Req'd.

PARKING SPACES PROVIDED:

(74) 10' x 20' REGULAR SPACES
(6) 12' x 20' HANDICAPPED SPACES
(80) PARKING SPACES PROVIDED

HANCOCK
COMMONS
PARCEL



RICK MCCOY
STATE OF FLORIDA
PROFESSIONAL ENGINEER
NO. 38723

PRELIMINARY SITE PLAN #1 HANCOCK SQUARE

Section 27, Twp. 28S, Rge. 5E, City of Clermont, Lake County, FL.

RICK MCCOY & ASSOCIATES ENGINEERS & LAND PLANNERS

732 4th STREET, CLERMONT, FL 34711
(813) 294-5756
(813) 294-8374

Rhoden Land Surveying, Inc.

498 East Manassas Ave.
Clermont, Florida 34711
(813) 294-0200

JOB NO.
15-039
DATE
Dec. 2015
DES. BY:
OWN. BY:
CHK'D BY:
APP'D BY:

SHEET
1 OF 2

Dr. Bao Huynh



CITY OF CLERMONT
VARIANCE
Application

DATE: December 18, 2015

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): Hancock Square

APPLICANT: Lost Lake Medical Building, LLC

CONTACT PERSON: Bao L. Huynh, M.D.

Address: 3175 Citrus Tower Boulevard

City: Clermont State: Florida Zip: 34711

Phone: 352-240-3812 Fax: 888-716-2003

E-Mail: bhuynhmd@gmail.com

OWNER: Same As Above

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Address of Subject Property: TBD

General Location: Southeast Corner SR 50 & Hancock Road, just south of 7-11 building, Clermont, Lake County, Florida

Legal Description (include copy of survey): See Attached

Land Use (City verification required): Commercial

Zoning (City verification required): C-2



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

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:

- 1) 118-37. (e.1.) Landscape Buffers - allow 10' wide landscape buffer along Hancock Road; &
- 2) 118-38. (b.2.) Vehicular Use Landscaping - allow 11 parking spaces between landscape islands.

What are you proposing to do that would require a variance and why? Construction of a commercial / office building and parking on a vacant parcel with existing paved roadways on all four sides. The existing roadway was approved under a previous City code and established the buffer width.

How does the Code create a hardship? 1. An existing paved frontage road prevents larger landscape buffers along Hancock Road; 2. The geometry of the site prevents the required 10 space maximum between buffers.

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

Variance requested – subject and code section: 1)118-37 - allow 10' wide landscape buffer along Hancock Rd; & 2)118-38 - Allow 11 parking spaces between landscape islands.

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;

1 & 2: Frontage and interior access roads were constructed across this parcel to serve adjacent 7-11 and Hancock Commons developments under previous code requirements. The existing roadways create boundaries and restrictions upon the use of this parcel.

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

1 & 2: The existing access roads were constructed by the original owners of the 7-11 and Hancock Commons properties and not the current property owner of this parcel.



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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;

~~1. The literal interpretation of the code would require a buffer width inconsistent with the adjacent 7-11 buffer and create a hardship on the applicant. 2. Limitations created by the length and geometry of the parcel create a hardship on the applicant.~~

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

~~1 & 2. The variances requested are based upon the location of the existing paved roadways and not to reduce the construction costs.~~

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

~~1 & 2. The variances are the minimum necessary to allow reasonable use of the land.~~

(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;

~~1 & 2. Granting of the variances will allow landscape buffering and parking consistent with the adjacent 7-11 site.~~

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

~~1 & 2. The proposed variances will not diminish property values in the area.~~



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

1 & 2. The variances will not be detrimental to surrounding properties.

Dr. Bao L. Huynh, M.D.
Applicant Name (print)

X 
Applicant Name (*signature*)

Dr. Bao L. Huynh, M.D.
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

Hancock Square



PROPERTY RECORD CARD

General Information

Owner Name:	KANKOO ENTERPRISES LLC	Alternate Key:	1592577
Mailing Address:	PO BOX 1751 APOPKA, FL 32704-1751 Update Mailing Address ⓘ	Parcel Number:	27-22-26-000200000900
		Millage Group and City:	000C (Clermont)
		Total Millage Rate:	18.65210
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	CLERMONT FL 34711 Update Property Location ⓘ	Property Name:	-- Submit Property Name ⓘ
		School Locator:	School and Bus Map ⓘ
Property Description:	FROM SW COR OF NW 1/4 RUN N 0-50-10 E 664.25 FT TO SW COR OF NW 1/4 OF SW 1/4 OF NW 1/4, N 89-57-21 E 50 FT TO E'LY R/W LINE OF HANCOCK RD FOR POB, RUN N 0-50-10 E 346.80 FT, S 89-09-50 E 278.54 FT TO E LINE OF W 1/2 OF NW 1/4 OF SW 1/4 OF NW 1/4, S 0-46-39 W TO SE COR OF W 1/2 OF NW 1/4 OF SW 1/4 OF NW 1/4, W TO POB ORB 3136 PG 1507		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		96807	SF	\$0.00	\$435,632.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

O.R. Book / Page	Sale Date	Instrument	Q/U	Vac./Imp.	Sale Price
1117 / 794	7/1/1991	WD	M	V	\$1.00
1700 / 200	3/19/1999	WD	U	V	\$488,200.00
3136 / 1507	4/11/2006	TR	Q	V	\$1,380,000.00

Values and Estimated Ad Valorem Taxes ⓘ

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$435,632	\$435,632	\$435,632	5.30510	\$2,311.07
LAKE COUNTY MSTU					

LEGAL DESCRIPTION

Description of subject property:

A parcel of land located in the Northwest 1/4 of Section 27, Township 22 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of said Section 27; thence North 00 degrees 50' 10" East along the West line of the Northwest 1/4 of said Section 27, a distance of 664.25 feet to the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 27; thence leaving the West line of the Northwest 1/4 of said Section 27, North 89 degrees 57' 21" East, along the South line of the Northwest 1/4 of said section 27, a distance of 50.00 feet to a point on the Easterly right of way line of Hancock Road (50.00 feet right of way from Centerline) and the Point of Beginning. Thence leaving the South line of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 27, North 0 degrees 50' 10" East, along the Easterly right of way line of said Hancock Road, a distance of 346.80 feet to a point; thence leaving the Easterly right of way line of said Hancock Road, South 89 degrees 09' 50" East, a distance of 278.54 feet to a point on the East line of the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 27; thence South 0 degrees 46' 39" West, along the East line of the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 27, a distance of 342.51 feet to its intersection with the South line of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 27; thence leaving the East line of the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 27, South 89 degrees 57' 21" West, along the South line of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 27, a distance of 278.93 feet to the Point of Beginning.

Together with the Slope Easement contained in the Slope Easement Agreement recorded May 8, 2002, in O.R. Book 2111, page 1725, Public Records of Lake County, Florida.

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 11 parking spaces in a row without a landscape island break rather than a maximum of 10 spaces as required by the Land Development Code, Section 118-38, (2) to allow for a landscape buffer less than 20 feet rather than a 20 foot wide landscape buffer as required by the Land Development Code, Section 118-37, at the following location:

LOCATION:

Southeast corner of Highway 50 and Hancock Road, south of 7-11
(Alt. Key 1592577)

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, January 26, 2016 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 Howe, MMC
City Clerk

Daily Commercial
January 19, 2016



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date								
Tuesday, January 26, 2016								
Agenda Item Name								
Ordinance No. 2016-01 <i>Introduction</i>								
Requested Action								
Move to introduce Ordinance 2016-01.								
Staff Report								
In 2000, Lake County began providing emergency and ambulance services in Lake County and created a Municipal Service Taxing Unit to fund the services. The City of Clermont may be included within the service boundary by adopting an ordinance. The term of the ordinance is for one year. Staff recommends approval.								
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 2016-01</td> <td>2016-01 MSTU.docx</td> </tr> <tr> <td>2.</td> <td>Ad</td> <td>2016-01 Ordinance MSTU.doc</td> </tr> </table>			1.	Ordinance 2016-01	2016-01 MSTU.docx	2.	Ad	2016-01 Ordinance MSTU.doc
1.	Ordinance 2016-01	2016-01 MSTU.docx						
2.	Ad	2016-01 Ordinance MSTU.doc						

CITY OF CLERMONT
ORDINANCE NO. 2016-01

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTED PURSUANT TO SECTION 125.01(l)(q), FLORIDA STATUTES (1999), CONSENTING TO THE INCLUSION OF THE CITY OF CLERMONT, FLORIDA, WITHIN THE COUNTY-WIDE MUNICIPAL SERVICE TAXING UNIT FOR THE PROVISION OF AMBULANCE AND EMERGENCY MEDICAL SERVICES, AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; PROVIDING FOR THE CITY TO BE INCLUDED WITHIN SAID MUNICIPAL SERVICE TAXING UNIT FOR A SPECIFIED TERM OF YEARS; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE AND PUBLICATION.

WHEREAS, Lake County has taken action to create a non-profit corporation to provide ambulance services in Lake County effective September 30, 2000; and

WHEREAS, Lake County has determined that the best mechanism to secure the necessary funding to provide said ambulance services is to create a countywide municipal service taxing unit authorizing the County to levy ad valorem taxes therein for the provision of ambulance and emergency medical services, and has enacted an emergency ordinance creating that municipal service taxing unit; and

WHEREAS, Section 125.01(l)(q), Florida Statutes, provides that the boundaries of a municipal service taxing unit may include all or part of the boundaries of a municipality if the affected municipal consents, by ordinance, to be included therein; and

WHEREAS, the City Council of the City of Clermont has determined that it is in the best interest of and serves the health, safety and general welfare of the residents of Clermont to include the City of Clermont within the Lake County municipal service taxing unit for ambulance and emergency services; and

WHEREAS, Lake County's emergency ordinance expressed its intent to include the City of Clermont within the boundaries of the "Lake County Municipal Service Taxing Unit for Ambulance and Emergency Medical Services," subject to the adoption of an approving ordinance by the City Council of the City of Clermont;

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

SECTION 1.

The City Council of the City of Clermont consents to the inclusion of the City of Clermont within the boundaries of the "Lake County Municipal Service Taxing Unit for Ambulance and Emergency Medical Services."

CITY OF CLERMONT
ORDINANCE NO. 2016-01

SECTION 2.

This consent shall be for a term of one (1) year.

SECTION 3.

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

SECTION 4.

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 5.

This Ordinance shall take effect immediately upon final adoption by the City Council of the City of Clermont, Florida.

CITY OF CLERMONT
ORDINANCE NO. 2016-01

PASSED AND ADOPTED BY the City Council of the City of Clermont,
Lake County, Florida on this 9th day of February, 2016.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

LEGAL NOTICE

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

ORDINANCE NO. 2016-01

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTED PURSUANT TO SECTION 125.01(l)(q), FLORIDA STATUTES (1999), CONSENTING TO THE INCLUSION OF THE CITY OF CLERMONT, FLORIDA, WITHIN THE COUNTY-WIDE MUNICIPAL SERVICE TAXING UNIT FOR THE PROVISION OF AMBULANCE AND EMERGENCY MEDICAL SERVICES, AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; PROVIDING FOR THE CITY TO BE INCLUDED WITHIN SAID MUNICIPAL SERVICE TAXING UNIT FOR A SPECIFIED TERM OF YEARS; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE AND PUBLICATION.

A public meeting to introduce will be held before the City Council on Tuesday, January 26, 2016 at 6:30pm.

A meeting to consider the Ordinance will be held before the City Council on Tuesday, February 9, 2016 at 6:30pm for final enactment.

All meetings will be held in Clermont City Hall located at 685 West Montrose Street, Clermont, FL 34711.

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

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
January 26, 2016