



**CITY OF CLERMONT
AMENDED COUNCIL MEETING AGENDA
6:30 PM, Tuesday, March 8, 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

Lake Apopka Natural Gas District

Drinking Water Plant Operations Excellence Award

Mosquito Spraying

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 Pooley Enterprises, Inc. to provide wastewater treatment facility expansion and renovations in the total amount of \$237,019.

Item No. 2 - Contract Award

Consider request to piggyback the Volusia County B.C.C. contract with Advanced Environmental Laboratories, Inc. to provide laboratory analysis and sampling services in the annual estimated amount of \$35,000.

Item No. 3 - Contract Award

Consider request to piggyback City of Oldsmar contract with Southern Analytical Laboratories, Inc. to provide laboratory services in the amount or estimated amount of \$35,000.

Item No. 4 - Contractor Name Change

Consider request for contractor name change from Cash Cycle Solutions, Inc. to Business Ink, Co.

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6:30 PM, Tuesday, March 8, 2016

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| Item No. 5 - Surplus Request | Consider approval to declare end of life inventory as surplus from Environmental Services Department and dispose of in accordance with the Purchasing Policy. |
| Item No. 6 - SECO Energy Easement | Consider request from Sumter Electric Cooperative Inc. for an easement for the underground power lines at the new Police Station. |
| Item No. 7 - Event and Road Closure Request | Consider approval of "Run for Kris 5K" event request with road closures in Downtown Clermont on May 21, 2016. |
| Item No. 8 - Resolution No. 2016-06 | Consider approval of Resolution authorizing the sale of City property located on Hooks Street to Golden Fonesca Investment, LLC for the purchase price of \$1,308,000. |

UNFINISHED BUSINESS

- | | |
|---|--|
| Item No. 9 - Lien Release
<i>Freeman</i> | Consider a request for lien forgiveness for a vacant lot located south of S.R. 50, west of Second Street and across from Autozone. |
| Item No. 10 - Ordinance No. 2015-74 <i>Final Special Events</i> | Consider approval of Ordinance creating Article IV Special Events in the Code of Ordinances. |

NEW BUSINESS

- | | |
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| Item No. 11 - Variance Request
<i>Hunters Run</i> | Consider a variance request to allow for a gated community with private streets located north of Hartwood Marsh Road, east of Hancock Road, and south of Heritage Hills Boulevard. |
| Item No. 12 - Joint Planning Area Discussion | Consider recommendation to Lake County for Extreme Groves located within the Joint Planning Area (JPA). |
| Item No. 13 - Ordinance No. 2016-09 <i>Introduction Hartle Grove Annexation</i> | Consider an ordinance to annex the residential (Terrace Grove) and commercial portions of Hartle Grove, located south of Highway 50, east and west of Hartle Road. |

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Item No. 14 - Ordinance No. 2016-11 *Introduction*
Hartle Grove Rezoning

Consider an ordinance to change the zoning from UE Urban Estate to Planned Unit Development for property located south of Highway 50, east and west of Hartle Road.

Item No. 15 - Ordinance No. 2016-12 *Introduction*
Miller Rezoning

Consider an ordinance to change the zoning from R-3-A Residential/Professional to C-1 Light Commercial for property located at 770 Almond Street.

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

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Meeting Date			
Tuesday, March 8, 2016			
Agenda Item Name			
Bid Award			
Requested Action			
Motion to approve contract between the City of Clermont and Pooley Enterprises, Inc. to provide all labor, material and equipment necessary to conduct wastewater treatment facility expansion and renovations.			
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 wastewater treatment facility expansion and renovations. The Purchasing Department issued a Request for Bid (RFB) number 16-013 to acquire these services. The RFB was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There were five (5) responses to the RFB. Award is being recommended to the qualified low responsive and responsible bidder Pooley Enterprises, Inc. in the lump sum amount of \$237,019 who complied with all terms, conditions, and specifications stated in the RFB.			
Additional Analysis			
Fiscal Impact Summary			
The fiscal impact of \$237,019 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 16-013 Response Tabulation		RFB 16-013 Response Tabulation.pdf	



RESPONSE TABULATION

RFB 16-013, WASTEWATER TREATMENT FACILITY EXPANSION AND RENOVATIONS
DUE DATE/TIME: FEBRUARY 11, 2016 AT 2:00 P.M. (EST)

COMPANY NAME	BID BOND	ADDENDA 1	ADDENDA 2	TOTAL LUMP SUM PRICE
Pooley Enterprises, Inc. – Orlando, FL	Y	N	N	\$237,019.00
Emmett Sapp Builders, Inc. – Wildwood, FL	Y	N	N	\$247,000.00
Pillar Construction Group, LLC. – Clermont, FL	Y	Y	Y	\$255,000.00
Derelle, Inc. – Clermont, FL	Y	Y	Y	\$285,657.36
The Watauga Company – Titusville, FL	Y	Y	Y	\$373,171.00

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



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date		
Tuesday, March 8, 2016		
Agenda Item Name		
Contract Award		
Requested Action		
Motion to approve a piggyback contract number 850-3813-1 from Volusia County B.C.C. with Advanced Environmental Laboratories, Inc. to provide laboratory analysis and sampling services.		
Staff Report		
The Purchasing Department and the Environmental Services Department recommend approval of the above action. At the request of the Environmental Services Department, the Purchasing Department sought a contract from Volusia County B.C.C. to obtain laboratory analysis and sampling services. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1602-004 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve to piggyback the Volusia County B.C.C. contract. This agreement will provide testing of potable water, raw and treated wastewater, reclaimed water, and ground water from monitoring wells on an as needed basis in conjunction with the City's needs. The Volusia County B.C.C. contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
Annual projected cost of \$35,000 is included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 1602-004		RFI 1602-004.pdf
2. Volusia County Master Agreement		Master Agreement Awarded.pdf



REQUEST FOR INFORMATION

Intent to Utilize the Volusia County Contract for Laboratory Services

CONTACT INFORMATION: Freddy L. Suarez, MPA, CPPB Purchasing Director EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350	RFI No. 1602-004	ISSUED DATE: February 9, 2016
	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>February 17, 2016 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

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

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

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

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

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Environmental Services

(b) Company Information: Advanced Environmental Laboratories, Inc.

(c) Contract Number and Title: 850-3813-1 / Laboratory Analysis and Sampling

(d) Length of Contract: Three (3) years ending October 15, 2017 with optional two (2) one-year renewals.

(e) Product or Service Provided: Sampling of ground water, surface water, soils, sediments, drinking water, and related testing and analysis.

2 – ACTION TO BE TAKEN

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

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



Master Agreement

TERM: 2014-10-16 to 2017-10-15

NO. 850 3813 - 1

Page 1 of 1

Date Issued: 10/23/14

Vendor contact: Name: MYRNA SANTIAGO Phone: 407-937-1594 E-mail: MSANTIAGO@AELLAB.COM	County contact: Name: JENNIFER STIRK Phone: 386-947-2952 E-mail: JStirk@volusia.org	Bill To: County of Volusia AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Vendor Name: ADVANCED ENVIRONMENTAL LABS 6681 SOUTHPOINT PARKWAY JACKSONVILLE, FL 32216	Vendor No. 09061900170	Ship To: AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Solicitation Number: 2291,14-B-148AK Award Date: 2014-10-16 Award Authorization: COUNCIL	Purchasing Analyst: ANDREW KOKITUS Phone: 386-943-7009 E-mail: akokitus@volusia.org Payment Terms: Net 45 Days, FOB Dest, Freight allowed	
Document Description: LAB ANALYSIS AND SAMPLING		

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
2	96148	EA	Lab analysis and sampling, per attached price list.	0.00000

Jeaniene Jennings CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

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A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with Count of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty-five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Each party agrees to bear its own costs and attorneys' fees relating to any dispute arising under this PO or MA. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A -" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Provider shall indemnify, defend, and hold harmless the County and its agents, officers, and employees, from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of or resulting from the provision of goods and/or services pursuant to the Agreement and/or this PO or MA, provided that the claim, damage, loss, and expense is caused in whole or in part by any negligent act or omission of the Provider, or anyone directly or indirectly employed by Provider or anyone for whose acts the Provider may be liable hereunder, except the Provider will not be required to indemnify and hold the County harmless if such claim, damage, loss, and expense is the result of the sole negligence of the County or of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Price Agreement (PA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto. Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

Sovereign Immunity. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement, Master Agreement, and/or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Taxes. County is tax exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates. UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA. Provider warrants merchantability of all goods or services and that they are fit for the ordinary purposes they are intended to serve.



Company Name:		Advanced Environmental Laboratories, Inc.	
UTILITIES DIVISION			
DRINKING WATER:	Price Per Test	VOLATILE ORGANICS	Price Per Test
Primary Inorganic Compounds without Asbestos	165.00	Volatile Organics Contaminants (VOCs)	85.00
Nitrate	6.00	1,2,4-Trichlorobenzene (120-82-1)	45.00
Nitrite	6.00	cis-1,2-Dichloroethylene (156-59-2)	45.00
Arsenic	15.00	Total Xylenes	45.00
Barium	15.00	Methylene chloride	45.00
Cadmium	15.00	1,2-Dichlorobenzene	45.00
Chromium	15.00	1,4-Dichlorobenzene	45.00
Cyanide	35.00	Vinyl chloride (75-01-4)	45.00
Fluoride	15.00	1,1-Dichlorethene	45.00
Lead	6.00	trans-1,2-Dichloroethene	45.00
Mercury	12.00	1,2-Dichloroethane	45.00
Nickel	15.00	1,1,1-Trichlorethane	45.00
Selenium	15.00	Carbon tetrachloride	45.00
Sodium	6.00	1,2-Dichloropropone	45.00
Antimony	15.00	Trichloroethene	45.00
Beryllium	15.00	1,1,2-Trichloroethane	45.00
Thallium	15.00	Tetrachlorethene	45.00
Copper	6.00	Chlorobenzene	45.00
Total coliform	8.00	Benzene	45.00
Asbestos	150.00	Toulene	45.00
		Ethylbenzene	45.00
		Styrene	45.00
PESTICIDES AND PCBs			
	Price Per Test		Price Per Test
Synthetic Organics Contaminants (SOCs) without			
Dioxin	650.00	Atazine	100.00
Endrin	100.00	Alachlor	100.00
gama-BHC(Lindane)	100.00	Heptachlor	100.00
Methoxychlor	100.00	Heptachlor epoxide	100.00
Toxaphene	100.00	2,4-D	100.00
Dalapon	100.00	2,4,5-TP	100.00
Diquat	100.00	Hexachlorobenzene	100.00
Endothall	100.00	Benso(a)pyrene	100.00
Glyphosate	100.00	Pentachlorophenol	100.00
Di(2-ethylhexyl) adipate	100.00	PCB	85.00
Oxamyl	100.00	1,2-Dibromo-3-chloropropane	100.00
Simazine	100.00	1,2-Dibromoethane	100.00
bis (2-ethylhexyl) phthalate	100.00	Chlordane	100.00
Picloram	100.00	Dioxin	450.00
Dinoseb	100.00		
Hexachlorocyclopentadiene (77-47-4)	100.00		
Carbofuran	100.00		

ATTACHMENT B-Pricing
LABORATORY ANALYSIS AND SAMPLING



RADIOLOGICAL	Price Per Test	OTHER CONTAMINANTS	Price Per Test
Gross Alpha (including Uranium)	35.00	Trihalomethane Analysis	30.00
Radium 228	65.00	Total Haloacetic Acids	55.00
Radium 226	65.00	Calcium	6.00
SECONDARY	Price Per Test	Magnesium	6.00
Secondary Drinking Water Standards	145.00	Potassium	6.00
Aluminum	15.00	Total Iron	6.00
Chloride	6.00	Total Hardness	10.00
Copper	6.00	Calcium Hardness	15.00
Fluoride	15.00	Specific Conductance	5.00
Iron	6.00	pH	3.00
Manganese	15.00	Silica	15.00
Silver	15.00	Total Cyanide	35.00
Sulfate	6.00	Free Cyanide	65.00
Zinc	15.00	Total Alkalinity	15.00
Color	8.00	Boron	6.00
Odor	15.00	Turbidity	5.00
pH	3.00	Ammonia	8.00
Total Dissolved Solids	12.00	Unionized Ammonia	15.00
Foaming Agents	35.00	Acrylamide & Epichlorohydrin	275.00
		Total Nitrogen	25.00
		Total Phosphorus, as P	18.00
		Orthophosphate, as P	10.00
UNREGULATED CONTAMINANTS LIST I	Price Per Test	EXPLOSIVES	Price Per Test
Unregulated Contaminants LIST I	725.00	1,3-dinitrobenzene	250.00
Selected Pesticides & Flame Retardants:		2,4,6-trinitrotoluene	250.00
2,2',4,4',5,5'-hexabromobiphenyl	250.00	Hexahydro-1,3,5-trinitro-1,3,5-triazine	250.00
2,2',4,4',5,5'-hexabromobiphenyl ether	250.00		
2,2',4,4',5-pentabromodiphenyl ether	250.00		
2,2',4,4',6-pentabromodiphenyl ether	250.00		
2,2',4,4-tetrabromodiphenyl ether	250.00		
Dimethoate	125.00		
Terbufos sulfone	125.00		

ATTACHMENT B-Pricing
LABORATORY ANALYSIS AND SAMPLING



WASTEWATER:	Price Per Test	RECLAIMED WATER ANALYSIS:	Price Per Test
Copper	6.00	Primary and Secondary Contaminants (Reclaimed Water)	960.00
Zinc	15.00	Arsenic	15.00
Total Cyanide	35.00	Barium	15.00
CBOD 5	12.50	Cadmium	15.00
TSS	7.00	Chromium	15.00
Fecal Coliform	9.00	Fluoride	15.00
Nitrate	6.00	Lead	6.00
TDS	7.00	Mercury	12.00
Chloride	6.00	Nitrate (as N)	6.00
Sodium	6.00	Selenium	15.00
Sulfate	6.00	Silver	15.00
Giardia	350.00	Sodium	6.00
Cryptosporidium	350.00	Ethylene dibromide	35.00
Heavy Metals	150.00	Para-dichlorobenzene	45.00
Bactericidal quality	200.00	Vinyl chloride	45.00
% Solids	15.00	1,1-dichloroethane	45.00
Ammonia	8.00	1,2-dichloroethane	45.00
Fecal MPN	45.00	1,1,1-trichloroethane	45.00
Fluoride	15.00	Carbon tetrachloride	45.00
Manganese	15.00	Trichloroethene	45.00
Org-N: Organic N (TKN minus NH3-N)	35.00	Tetrachloroethene	45.00
TKN: Kjeldahl N, Total	20.00	Benzene	45.00
Sludge analysis, 503.18	175.00	Total THM	30.00
Specific Conductivity	5.00	Endrin	85.00
Total Phosphate	18.00	Lindane	85.00
Total Phosphorus	18.00	Methoxychlor	85.00
TRPH	40.00	Toxaphene	85.00
pH	3.00	2,4-D	85.00
Turbidity	5.00	2,4,5-TP (Silvex)	85.00
OTHER COSTS:	Price Per Visit	Gross alpha excl.	40.00
Sample Pickup at County Facilities		radon and uranium	150.00
Southwest Regional WWTP (DeBary)	25.00	Radium-226 and	75.00
Deltona North WWTP (Deltona)	25.00	Radium-228	75.00
Southeast Regional WWTP (OakHill)	25.00	Chloride	6.00
Halifax Planatation WWTP (Ormond Beach)	25.00	Copper	6.00
Tomoka Landfill (Daytona Beach)	25.00	Iron	6.00
West Volusia Transfer Station (Deland)	25.00	Manganese	15.00
		Sulfate	6.00
		Zinc	15.00
		pH (units)	3.00
		TDS	7.00
		Foaming Agents	35.00
		Emergency Sampling	Price Per Event
		Sample Collection within one (1) Hour	100.00
		Sample Collection within six (6) Hours	65.00
		Regulatory compliance meetings	150.00

SOLID WASTE DIVISION			
Organics	Price Per Test	Metals	Price Per Test
Ethane/Ethene	115.00	Aluminum	15.00
2- Butanone	45.00	Antimony	15.00
Lindane	100.00	Arsenic	15.00
Endrin	100.00	Barium	15.00
Methoxychlor	100.00	Beryllium	15.00
Toxaphene	100.00	Cadmium	15.00
2, 4-D	100.00	Calcium	6.00
2, 4, 5-TP (silvex)	100.00	Chromium	15.00
Ethylene Dibromide (GCS EDB)	35.00	Copper	6.00
Vinyl Chloride	45.00	Cobalt	15.00
1, 2-Dichloroethane	45.00	Iron	6.00
1, 1, 1-Trichloroethane	45.00	Lead	6.00
Trichloroethene	45.00	Magnesium	6.00
Tetrachloroethene	45.00	Manganese	15.00
Benzene	45.00	Mercury	12.00
Carbon Tetrachloride	45.00	Low Level Mercury	85.00
1,3-Dichlorobenzene	45.00	Molybdenum	15.00
Toluene	45.00	Nickel	15.00
Xylenes (total)	45.00	Potassium	6.00
1,2,4-Trichlorobenzene	45.00	Selenium	15.00
1,4-Dichlorobenzene	45.00	Silver	15.00
1,2-Dichlorobenzene	45.00	Sodium	6.00
Chlorobenzene	45.00	Thallium	15.00
1,1-Dichloroethylene	45.00	Tin	15.00
cis-1,2-Dichloroethylene	45.00	Vanadium	15.00
1,2-Dichloropropane	45.00	Zinc	15.00
Ethylbenzene	45.00	Toxicity Characteristic Leaching Procedure (TCLP)	25.00
Styrene	45.00	Arsenic	15.00
Trans-1,2-Dichloroethylene	45.00	Barium	15.00
Dichloromethane	45.00	Cadmium	15.00
1,1,2-Trichloroethane	45.00	Chromium	15.00
Trihalomethane	45.00	Lead	6.00
Chlorinated Phenols	125.00	Mercury	12.00
Purgable Halocarbons 601/8260	55.00	Selenium	15.00
Purgable Volatiles	85.00	Silver	15.00
Purgable Aromatics 602/8260	45.00	TCPL Organics – Price includes extraction plus methods 8260,8270,8151,8081	650.00
Total Organic Halogens	125.00	Organic & Demands	Price Per Test
Total Recovery Hydrocarbon/FLPRO	40.00	Biochemical Oxygen Demand	12.00
Polynuclear Aromatic Hydrocarbs	90.00	Chemical Oxygen Demand	12.00
Organic Toxic Pollutants – VOC	85.00	Oil & Grease (1664 HEM & TPH)	45.00
Organic Toxic Pollutants – BNA	225.00	Phenols, Total	35.00

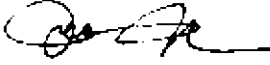
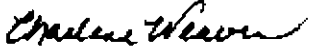
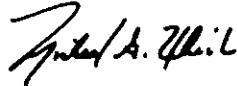
ATTACHMENT B-Pricing
LABORATORY ANALYSIS AND SAMPLING



Organic Toxic Pollutants – Pesticides	125.00	Total Organic Carbon	15.00
Organic Toxic Pollutants – VOC	85.00	Total Inorganic Carbon	35.00
Total Volatile Solids	25.00		
Nutrients	Price Per Test	Groups	Price Per Test
Ammonia Nitrogen	8.00	Hazardous Waste Characterization	
Ammonium	20.00	Reactive Cyanide	55.00
Kjeldahl Nitrogen, Total	20.00	Reactive Sulfide	35.00
Nitrate Nitrogen (IC Anions)	6.00	Metals	Price Per Test
Nitrite Nitrogen (IC Anions)	6.00	RCRA Metals (8)	95.00
Nitrogen, Total	25.00	Priortiy Pollutant Metals (13)	135.00
Organic Nitrogen	35.00	TAL Metals	165.00
Mircobiological	Price Per Test	Semi-Volatile Organics	Price Per Test
Fecal Coliform	9.00	PAH's by EPA 625 or 8270C	90.00
Total Coliform	8.00	Base/Neutrals by EPA 625 or 8270C, PP or TCL list	225.00
		Base/Neutrals and Acid Extractables by EPA 625 or 8270C, PP or TCL List (MSSV)	225.00
Residue/Solids	Price Per Test	BNA RCRA List with TCLP extraction (EPA 1311 & 8270C)	250.00
Total Dissolved Solids	7.00		
Total Suspended Solids	7.00	STARS PAH's by EPA 8270C	135.00
Percent Solids	15.00	PCB's by EPA 8082	85.00
Field Test	Price Per Test	Pesticides by EPA 8081	125.00
Total Well Depth	1.00	Pesticides & PCB's by EPA 8081/8082	175.00
Water Elevation	3.00	Pesticides by EPA 8141 (Orhanophosphorus)	145.00
Temperature	3.00	Herbicides-WATER by EPA 8151 or 515.1	145.00
Specific Conductance	5.00	Herbicides-SOIL by EPA 8151	145.00
Dissolved Oxygen	5.00	Toxicity Characteristic Leaching Procedure (TCLP)	Price Per Test
pH	3.00	TCLP Metals	145.00
Turbidity	5.00	TCLP Volatile Organics	150.00
Miscellaneous	Price Per Test	TCLP Pesticides	175.00
Alkalinity/Bicarbonates as HCO ₃	25.00	TCLP Herbicides	195.00
Calcium Hardness as CaCO ₃	15.00	Full TCLP	795.00
Chloride (IC Anions)	6.00	AHE Extraction	50.00
Color	8.00	SPLP Extraction	25.00
Cyanide	35.00	Volitile Organics	Price Per Test
Corrosivity	15.00	BTEX + MTBE by EPA 624 or 8260B	45.00
Flouride	15.00	VOHs by EPA 624 or 8260B	55.00
Sulfides	20.00	VOC's by EPA 624 or 8260B (chlorinated and aromatic compounds), 8260 MSV	85.00
Odor	15.00	VOC's by EPA 8021 (chlorinated and aromatic compounds)	85.00
pH	3.00	VOC's by GC/MS EPA 624 or 8260B	85.00
Sulfate	6.00	NYSDEC STARS List VOC's by EPA 8260B	125.00
Total Alkalinity	15.00	Miscellaneous	Price Per Test
Total Hardness as CaCO ₃	10.00	40 CFR Part 258 Appendix I	130.00
Total Phosphorus	18.00	40 CFR Part 258 Appendix II	850.00
Total Phosphate	18.00	Primary Metals 62-550.310(1)(a)	125.00
Chlorophyll A	40.00	Primary VOC 62-550.310(2)(C)	85.00
Surfactants (foaming agents)	35.00	Full Primary Drinking Water Scan 62-550.310	1150.00
		Secondary Drinking Water Scan 62-550.320(1)	145.00
		Field Parameters	5.00
Hourly Rate for time in field during regular working hours (8:00 a.m. to 5:00 p.m. Monday through Friday)			40.00
Hourly Rate for time in field after regular working hours (nights, weekends and county recognized holidays)			100.00



Definitions			
BNA = Base, Neutral, Acid extractable organics			
BTEX = Benzene, Toluene, Ethylbenzene, Xylenes			
CFR = Code of Federal Regulations			
MTBE = Methyl Tert-Butyl Ether			
PAHs = Polynuclear Aromatic Hydrocarbons			
PCBs = Polychlorinated Biphenyls			
RCRA = Resource Conservation and Recovery Act			
SPLP = Synthetic Precipitation Leaching Procedure			
TAL = Target Analyte List			
TCLP = Toxicity Characteristic Leaching Procedure			
TRPH = Total Recoverable Petroleum Hydrocarbons			
VOAs = Volatile Organic Aromatics			
VOCs = Volatile Organic Compunds			
VOHs - Volatile Organic Halogens			

Date: 10/16/2014		AGENDA ITEM		Item: 31
☐ Ordinance	☐ Resolution	☐ Budget Resolution	☒ Other	
Department: Public Works				
Division: Water Resources and Utilities				
Subject: Multiple awards for laboratory analysis and sampling, 14-B-148AK.				
John Angiulli Interim Director Public Works 	Jeaniene Jennings Director Purchasing  Approved in Accordance with Purchasing Policies and Procedures	Legal Daniel D. Eckert County Attorney Director Legal Department 	County Manager's Office Charlene Weaver, CPA, CFO Deputy County Manager 	
Michael Ulrich Director Water and Utilities 	Phyllis Schwarz Proxy for Tammy Bong Director Management and Budget Approved as to Budget Requirements	Approved as to Form and Legality		
Council Action: Approved As Recommended				
Modification: Patterson/ Denys 7-0				
Fund Number(s):	Description:	Amount:		
457 Water And Sewer Utilities	457-780-4000 or 5000-3400--WRU	\$122,000.00		
450 Solid Waste	3196 (Laboratory)--Solid Waste	\$130,000.00		
Total Item Budget: \$252,000.00				
Staff Contact(s):	Phone:	Ext.		
John Angiulli	386 736 5965	12712		
Michael Ulrich	386 943 7027	12724		
Leonard Marion	386 943 7889	21347		
Summary/Highlights:				
The county received four responses, detailed on the attached tabulation sheet, to an invitation to bid to provide laboratory analysis and sampling. Staff recommends an award to the two lowest responsive and responsible bidders: Advanced Environmental Laboratories (AEL), Inc., Altamonte Springs, and Pace Analytical Services, Inc., Ormond Beach. Staff recommends a three year award with two subsequent one year renewals with council approval. Estimated annual expenditures will be \$252,000. The contract and exhibits are available for review in the purchasing and contracts division.				
Recommended Motion: Approval.				



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date								
Tuesday, March 8, 2016								
Agenda Item Name								
Contract Award								
Requested Action								
Motion to approve a piggyback contract number B15-06 from the City of Oldsmar contract with Southern Analytical Laboratories, Inc. to provide laboratory services.								
Staff Report								
The Purchasing Department and the Environmental Services Department recommend approval of the above action. At the request of the Environmental Services Department, the Purchasing Department sought a contract from the City of Oldsmar to obtain laboratory services. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1602-001 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve to piggyback the City of Oldsmar contract number B15-06. This agreement will provide testing of potable water, raw and treated wastewater, reclaimed water, and ground water from monitoring wells on an as needed basis in conjunction with the City's needs. The City of Oldsmar contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.								
Additional Analysis								
Fiscal Impact Summary								
The annual projected cost of \$35,000 is included in the current year approved budget.								
Fiscal Impact	Fund Number and Description	Available Budget Amount						
Exhibits Attached (copies of original agreements)								
<table border="1"><tr><td>1.</td><td>RFI 1602-001</td><td>RFI 1602-001.pdf</td></tr><tr><td>2.</td><td>City of Oldsmar Agreement</td><td>City of Oldsmar Laboratory Services Contract.pdf</td></tr></table>			1.	RFI 1602-001	RFI 1602-001.pdf	2.	City of Oldsmar Agreement	City of Oldsmar Laboratory Services Contract.pdf
1.	RFI 1602-001	RFI 1602-001.pdf						
2.	City of Oldsmar Agreement	City of Oldsmar Laboratory Services Contract.pdf						



REQUEST FOR INFORMATION

Intent to Utilize the City of Oldsmar Contract for Laboratory Services

CONTACT INFORMATION: Freddy L. Suarez, MPA, CPPB Purchasing Director EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350	RFI No. 1602-001	ISSUED DATE: February 2, 2016
	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>February 10, 2016 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

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

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

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

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

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Environmental Services

(b) Company Information: Southern Analytical Laboratories, Inc.

(c) Contract Number and Title: B15-06 / Laboratory Services.

(d) Length of Contract: Two (2) years with optional three (3) one-year renewals.

(e) Product or Service Provided: Laboratory services and sample procedures.

2 – ACTION TO BE TAKEN

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

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

CITY OF OLDSMAR, FLORIDA
Contract

B15-06: Laboratory Services

THIS AGREEMENT, entered into this 20th day of October, 2015, by and between the CITY OF OLDSMAR, whose mailing address is 100 State Street West, Oldsmar, Florida 34677-3655, hereinafter called the CITY, and of Southern Analytical Laboratories, Inc., whose mailing address is 110 Bayview Boulevard, Oldsmar, Florida 34677, hereinafter called the CONTRACTOR.

WITNESSETH:

That the CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, do mutually agree as follows:

ARTICLE I - WORK

The CITY'S Contract Documents for this project include the Contract, General Specifications, Technical Specifications, Bid Proposal with required attachments (as accepted), Certificate of Liability Insurance, Notice of Award, Notice to Proceed, Invitation to Bid, and the Instructions to Bidders, including all modifications and addenda thereof incorporated in the documents before their execution. In strict accordance with these Contract documents, the CONTRACTOR agrees to furnish all labor, superintendence, materials, facilities, utilities, and equipment to perform all work necessary for or incidental to and to perform all other obligations imposed by this Contract for the Project generally described as follows: B15-06: Laboratory Services.

ARTICLE II - CONTRACT TIME

CONTRACTOR hereby agrees to commence work under a contract on a date to be specified in the "Notice to Proceed" and shall continue in full force and effect for a period of two (2) years unless otherwise terminated sooner in accordance with the provisions contained within. Thereafter, the contract may at the City's option, be renewed up to a maximum of three (3) successive one-year periods under the same terms and conditions as the original two-year contract.

ARTICLE III - CONTRACT PRICE

The CONTRACTOR shall receive and accept compensation for performance of the work in accordance with the price(s) stipulated in the Bid Proposal (as accepted) and as identified in the Notice of Award, the Total Sum of: \$91,228.00 in numbers and Ninety One Thousand Two Hundred Twenty Eight Dollars and 00/100 in words.

ARTICLE IV - CONTRACT PAYMENT

The CITY will make payment to the CONTRACTOR in accordance with the Contract Documents, General and Technical Specifications, and Bid Proposal (as accepted).

ARTICLE V - CONTRACT ASSIGNMENT

The CONTRACTOR shall not pledge or assign any monies due herein under and shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof or his right, title, or interest therein, without prior written consent of the CITY.

ARTICLE VI - INDEMNIFICATION

The CONTRACTOR shall for TEN DOLLARS (\$10.00) and other consideration, receipt of which is hereby acknowledged, indemnify and save harmless the City for an amount totaling the annual contract price herein and all its employees, from all liability suits or actions at law or equity of any kind whatsoever arising out of, connected with or caused by any operation or matter related to the Contract, including, among other things, defense costs, attorney's fees, fees incidental to defense, loss or damage suffered by the CITY as a result of claims, demands, costs of judgments, injury to property and injury to and death of any persons, including employees of the CONTRACTOR or any Subcontractor, and shall, if required by the CITY, produce evidence of settlement of any such suit or action before final payment shall be made by the CITY. The provisions of this indemnification agreement shall include all accidents, injuries, and claims made due to any omission or negligence of the CONTRACTOR or any Subcontractor, its officers, agents, or employees. The CONTRACTOR, shall at their own cost and expense, defend any such claim, action or proceeding, groundless or not, which may be commenced against the CITY by reason thereof or in connection therewith, and the CONTRACTOR shall pay any and all judgment which may be recovered in any such action, claim, proceeding or suit, and defray any and all expense including cost and attorney's fees, which may be incurred in or by reason of such action, claim, proceeding, or suits. The CONTRACTOR shall provide the CITY a Certificate of Insurance naming the CITY as additional insured, notwithstanding the indemnification agreement herein.

ARTICLE VII - ATTORNEY FEES

In the event that there is any litigation for enforcement or interpretation of this Agreement, or performance hereunder, the prevailing party shall recover all costs and reasonable attorney fees both at trial and appellate level.

ARTICLE VIII - GENERAL WARRANTIES

The CONTRACTOR represents to the CITY that:

- R. The CONTRACTOR is solvent financially and is experienced in and is competent to perform the work;
- S. The CONTRACTOR is familiar with all Federal, State, Municipal, or other regulatory laws, ordinances, and/or regulations, which, in any manner whatsoever, may affect the work to be performed;
- T. The CONTRACTOR has examined carefully the Contract Documents, has examined carefully the site upon which the work is to be performed, and has

become familiar, by his own investigation, with the various conditions which may affect the performance of the work, and

- U The CONTRACTOR will insert in any Subcontract under this Contract the requirements contained in this Article. The term "CONTRACTOR", as used in such clauses and any Subcontract shall mean the Subcontractor. All Subcontractors shall be precluded from making any pass-through claims against the CITY. Contractor shall defend and deal with all claims by its subcontractors, and shall include this clause, or words to its effect, in the Contractor's Contract with its Subcontractors.

ARTICLE IX - MISCELLANEOUS

- A. The terms used in this Agreement which are defined in the Instruction to Bidders shall have meanings indicated in the complete Contract Document to include the General and Technical Specifications.
- B. The CITY and the CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- C. CONTRACTOR and CITY hereby stipulate to legal venue in Pinellas County, Florida, in the event of any dispute or resolution herein and further agree that the prevailing party in any litigation shall recover the costs and reasonable attorney's fees through the appeal process. No disputes shall be subject to arbitration, except with the mutual agreement of the parties herein.
- D. The law governing this contract shall be that of the State of Florida.

ARTICLE X - CONTRACT DOCUMENTS

The City's Contract Document for this project consists of the following:

- A. Contract
- B. General Specifications
- C. Technical Specifications
- D. Bid Proposal -- as accepted
 - a. Public Entity Crimes Statement
 - b. Non Collusion Affidavit of Prime Bidder
 - c. Listing of Clients
 - d. Statement of Bidders Qualifications
 - e. Certification of Non-Segregated Facilities
 - f. Modifications/Addendum to Bid Proposal
- E. Certificate of Liability Insurance
- F. Notice of Award
- G. Notice to Proceed
- H. Change Orders -- as approved
- I. Invitation to Bid
- J. Instruction to Bidders

IN WITNESS WHEREOF, the parties hereto have executed Two (2) originals of this Agreement the day and year first above written.

ATTEST:

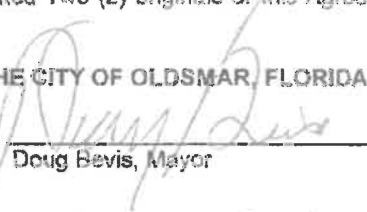
By:


Ann E. Nixon, MMC
City Clerk

(CORPORATE SEAL)

FOR THE CITY OF OLDSMAR, FLORIDA

By:

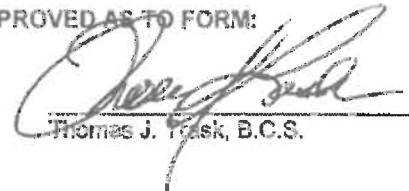

Doug Bevis, Mayor

By:


Bruce T. Haddock
City Manager

APPROVED AS TO FORM:

By:


Thomas J. Task, B.C.S.

FOR THE CONTRACTOR:

By:


Francis I. Daniels, President


Witness for the Contractor. SAL

CITY OF OLDSMAR, FLORIDA Bid Proposal

B15-06: Laboratory Services

The undersigned bidder, in compliance with the Invitation to Bid, and having examined the General and Technical Specifications of this document and the sites of the proposed work, and being familiar with all the conditions surrounding the proposed work, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies for the work in accordance with the contract documents, within the time set forth therein, and at the price stated below. The Base Bid price is to cover all expenses in performing the work required under the Contract Documents, of which this proposal is a part.

A. Water Reclamation Facility

Item #	Event	Unit	Estimated Quantity	Unit Cost	Total Annual Cost
1	Weekly Influent	Each	52	\$ 134.00	\$ 6,968.00
2	Weekly Effluent	Each	52	\$ 107.00	\$ 5,564.00
3	Monthly Effluent	Each	12	\$ 72.00	\$ 864.00
4	Enterococci	Each	60	\$ 30.00	\$ 1,800.00
5	Monthly D.I. Water	Each	12	\$ 85.00	\$ 1,020.00
6	Annual D.I. Water Note: Exemption from Bacteriological Water Quality test may be avail., decreasing this item to \$160.00.	Each	1	\$ 285.00	\$ 285.00
7A	Quarterly Groundwater Monitoring Wells (4) – Field Sampling Event	Each	4	\$ 160.00	\$ 640.00
7B	Quarterly Groundwater Monitoring Wells (4) – Field Parameters	Each	16	\$ 0 (Inc. Above)	\$ 0.00
7C	Quarterly Groundwater Monitoring Wells (4) – Laboratory Analysis	Each	16	\$ 130.00	\$ 2,080.00
8	Quarterly Sludge	Each	4	\$ 175.00	\$ 700.00
9	Annual Sludge	Each	1	\$ 75.00	\$ 75.00
10	Annual Influent Note: Includes Priority Pollutants, O&G (HEM), LL Mercury by EPA 1631 per DMR/PRT-I. Excludes Asbestos.	Each	1	\$ 610.00	\$ 610.00
11	Annual Final Reclaimed and Effluent See Note 1 for Item 11, below.	Each	2	\$ 1,045.00	\$ 2,090.00
12A	Weekly ASR-1, SZMW-1 and TZMW-1 – Field Sampling Event	Each	52	\$ 120.00	\$ 6,240.00
12B	Weekly ASR-1, SZMW-1 and TZMW-1 – Field Parameters		52 Events	\$ 0 (Inc. Above)	\$ 0.00

Note 1 for Item 11: Per permit DMR, Annual Effluent (PRT-E) includes Priority Pollutants, O&G (HEM), LL Mercury by EPA 1631 at annual price of \$ 610.00. Excludes Asbestos. Per permit DMR, Annual Final Reclaim (RWS-A) includes FAC 62-550 Primary and Secondary Drinking Water Standards (except Asbestos, Color, Odor, Corrosivity), including Dioxin at annual price of \$ 1,480.00. The total for these two annual requirements is \$ 2,090.00. For purposes of a Unit Cost entry for this bid, the average of the two prices was used. Dioxin, if required separately is \$450.00 each.

Southern Analytical Laboratories, Inc.

12C	Weekly ASR-1, SZMW-1 and TZMW-1 – Laboratory Analysis Note: Estimated Quantity is 52 weekly events X 3 samples per event		156	\$ 110.00	\$ 17,160.00
13A	Weekly UZMW-1 – Field Sampling Event	Each	52	\$ 40.00	\$ 2,080.00
13B	Weekly UZMW-1 – Field Parameters		52 Events	0 (Inc. Above)	0.00
13C	Weekly UZMW-1 – Laboratory Analysis Note: Estimated Quantity is 52 weekly events X 1 sample per event		52	\$ 27.00	\$ 1,404.00
14	Monthly ASR-1, SZMW-1 and TZMW-1 Note: Unit Cost includes 3 wells at \$ 95.00 each monthly	Each	12	\$ 285.00	\$ 3,420.00
15	Monthly ASR-1 (226 Ra/228 Ra)	Each	12	\$ 115.00	\$ 1,380.00
16	Annual ASR-1 Note: Price includes FAC 62-550 Primary and Secondary DW Standards, excluding Asbestos, Dioxin.	Each	1	\$ 860.00	\$ 860.00
17A	Miscellaneous Parameters – CBOD5	Each	1	\$ 25.00	\$ 25.00
17B	Miscellaneous Parameters – COD	Each	1	\$ 20.00	\$ 20.00
17C	Miscellaneous Parameters – Copper Note: By ICP or ICP/MS. Copper (GFAA) - \$40.00. Copper (Chelation/Extraction) - \$100.00	Each	1	\$ 12.00	\$ 12.00
17D	Miscellaneous Parameters – Bromodichloromethane and Chlorodibromomethane	Each	1	\$ 40.00	\$ 40.00
17E	Miscellaneous Parameters – TDS	Each	1	\$ 15.00	\$ 15.00
17F	Miscellaneous Parameters – Chloride	Each	1	\$ 15.00	\$ 15.00
	Total Cost:				\$ 55,367.00

B. Industrial Pretreatment Monitoring

Item #	Event	Unit	Estimated Quantity	Unit Cost	Total Annual Cost
1A	Semi-Annual Compliance Sampling – Field Sampling Event Note: Unit Cost excludes compositor. If SAL compositor required, additional \$110.00/day	Each	18	\$ 65.00	\$ 1,170.00
1B	Semi-Annual Compliance Sampling – Field Parameters	Each	18	\$ 0 (Inc. Above)	\$ 0.00
1C	Semi-Annual Compliance Sampling – Laboratory Parameters	Each	18	\$ 300.00	\$ 5,400.00
2A	Additional Parameters – Volatile Organics Analysis by EPA 824 - GC/MS	Each	1	\$ 75.00	\$ 75.00
2B	Additional Parameters – Acrylonitrile Analysis by EPA 824 - GC/MS	Each	1	\$ 0 (Inc. Above)	\$ 0.00
2C	Additional Parameters – Organochlorine Analysis by EPA 808	Each	1	\$ 100.00	\$ 100.00
2D	Additional Parameters – Semivolatiles Analysis by EPA 825 - GC/MS	Each	1	\$ 150.00	\$ 150.00
2E	Additional Parameters – Volatile Organics Analysis by EPA 824 - GC/MS	Each	1	\$ 75.00	\$ 75.00
2F	Additional Parameters – Acrylonitrile Analysis by EPA 824 - GC/MS	Each	1	\$ 0 (Inc. Above)	\$ 0.00

Southern Analytical Laboratories, Inc.

2G	Additional Parameters – ICP Metals Unit price also applicable to ICP/MS Metals	Each	1	\$ 12.00	\$ 12.00
2H	Additional Parameters – GFAA Metals	Each	1	\$ 40.00	\$ 40.00
2I	Additional Parameters – Total Nitrogen	Each	1	\$ 35.00	\$ 35.00
2J	Additional Parameters – Chemical Oxygen Demand	Each	1	\$ 20.00	\$ 20.00
2K	Additional Parameters – Ammonia	Each	1	\$ 10.00	\$ 10.00
2L	Additional Parameters – Sulfide	Each	1	\$ 15.00	\$ 15.00
2M	Additional Parameters – Fluoride	Each	1	\$ 15.00	\$ 15.00
2N	Additional Parameters – Oil (mineral)	Each	1	\$ 50.00	\$ 50.00
2O	Additional Parameters – Chloride	Each	1	\$ 15.00	\$ 15.00
2P	Additional Parameters – Manganese	Each	1	\$ 12.00	\$ 12.00
2Q	Additional Parameters – Total Hardness	Each	1	\$ 20.00	\$ 20.00
2R	Additional Parameters – Bismuth	Each	1	\$ 60.00	\$ 60.00
2S	Additional Parameters – Cobalt	Each	1	\$ 12.00	\$ 12.00
2T	Additional Parameters – Rhenium	Each	1	\$ 60.00	\$ 60.00
2U	Additional Parameters – Strontium	Each	1	\$ 12.00	\$ 12.00
2V	Additional Parameters – Tellurium	Each	1	\$ 60.00	\$ 60.00
2W	Additional Parameters – Tin	Each	1	\$ 12.00	\$ 12.00
2X	Additional Parameters – Uranyl ion	Each	1	\$ 15.00	\$ 15.00
	Total Cost:				\$ 7,445.00

C. Water Distribution System

Item #	Event	Unit	Estimated Quantity	Unit Cost	Total Annual Cost
1	Monthly Compliance – Total Coliform Note: By Colliert-18, Memb. Filtr. avail. - \$20.00 ea.	Each	180	\$ 12.00	\$ 2,160.00
2	Monthly Compliance – Fluoride	Each	24	\$ 15.00	\$ 360.00
3	Special Compliance Sampling – Total Coliform Note: By Colliert-18, Memb. Filtr. avail. - \$20.00 ea.	Each	100	\$ 12.00	\$ 1,200.00
4	Yearly Stage 2 Disinfection Byproducts	Each	2	\$ 115.00	\$ 230.00
5A	Annual POE System Testing – Nitrate/Nitrite	Each	1	\$ 30.00	\$ 30.00
5B	Annual POE System Testing – Volatile Organic Carbons	Each	1	\$ 65.00	\$ 65.00
6	Lead and Copper – every three years	Each	35	\$ 20.00	\$ 700.00

Southern Analytical Laboratories, Inc.

7	Asbestos – every five years Note: Unit Cost is for DW matrix. If required, non-potable matrix is \$325.00 ea.	Each	5	\$ 225.00	\$ 1,125.00
8A	POE Testing – every three years – Synthetic Organic Compounds Note: Excluding Dioxin	Each	1	\$ 500.00	\$ 500.00
8B	POE Testing – every three years – Primary and Secondary Drinking Water Standards – Inorganic Constituents only Note: Excluding Asbestos	Each	1	\$ 300.00	\$ 300.00
	Total Cost:				\$ 6,670.00

D. Reverse Osmosis Water Treatment Plant

Item #	Event	Unit	Estimated Quantity	Unit Cost	Total Annual Cost
1A	Monthly Sampling: Groundwater Monitoring Wells for Water Production - Field Sampling	Each	12	\$ 120.00	\$ 1,440.00
1B	Monthly Sampling: Groundwater Monitoring Wells for Water Production - Field Parameters	Each	132	\$ 0 (Inc. Above)	\$ 0.00
1C	Monthly Sampling: Groundwater Monitoring Wells for Water Production - Laboratory Parameters	Each	132	\$ 30.00	\$ 3,960.00
2A	Monthly Sampling: Production Wells for Potable Water –Field Sampling	Each	12	\$ 120.00	\$ 1,440.00
2B	Monthly Sampling: Production Wells for Potable Water – Field Parameters	Each	132	\$ 0 (Inc. Above)	\$ 0.00
2C	Monthly Sampling: Production Wells for Potable Water – Laboratory Parameters	Each	132	\$ 39.00	\$ 5,148.00
2D	Monthly Sampling: Production Wells for Potable Water – Biological Testing Note: By Collett-18. Memb. Filtr. avail. - \$20.00 ea.	Each	132	\$ 12.00	\$ 1,584.00
3A	Monthly Sampling: Injection and Monitoring Wells – Field Sampling Event	Each	12	\$ 20.00	\$ 240.00
3B	Monthly Sampling: Injection and Monitoring Wells – Field Parameters	Each	36	\$ 0 (Inc. Above)	\$ 0.00
3C	Monthly Sampling: Injection and Monitoring Wells – Laboratory Parameters	Each	36	\$ 124.00	\$ 4,464.00
4	Quarterly Sampling: Injection and Monitoring Wells – Gross Alpha and Radium 226/228 Note: Sampling included above. Unit Cost is for 2 wells (IW-1, LZMW) per quarter.	Each	4	\$ 310.00	\$ 1,240.00
5	RO Analysis Tests required for process control	Each	2	\$ 180.00	\$ 360.00
6	Radiologicals for Production Well monitoring	Each	11	\$ 170.00	\$ 1,870.00
	Total Cost:				\$ 21,748.00

Southern Analytical Laboratories, Inc.

E. Total Bid: (Total Base Bid)

Total Bid in Numbers: \$ 91,228.00

Total Bid in Words: Ninety one thousand two hundred twenty eight and 0 cents

F. Addenda: Receipt of the following Addenda is hereby acknowledged:

Addendum No. 1 Date Received 08/28/15 Received By F. Daniels

Addendum No. _____ Date Received _____ Received By _____

The undersigned Bidder hereby agrees to commence work under a contract on or before a date to be specified in the "Notice to Proceed" and to substantially complete the project within four hundred and eighty (480) consecutive calendar days thereafter and to be fully complete within sixty (60) consecutive calendar days following substantial completion. Bidder further agrees to pay as Liquidated Damages, the sum of \$2,500 for each consecutive day that the work remains incomplete after the date established for substantial completion until achieving substantial completion and \$500 for each consecutive day that the work remains incomplete after the period established for final completion.

I CERTIFY that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.



Authorized Representative Sign in Ink
Unsigned Bids will be disqualified

Francis I. Daniels

Authorized Signature (typed) Title

Southern Analytical Laboratories, Inc.

Company Name

110 Bayview Blvd.

Mailing Address

Oldsmar, FL 34677

City, State, Zip

813-855-1844

(Area Code) Telephone Number

(Corporate Seal)

Attested:



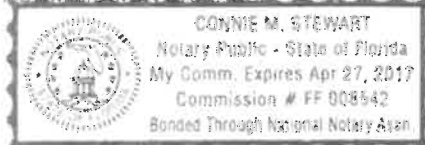
Linda Daniels, Secretary
Southern Analytical Laboratories, Inc.
Oldsmar, FL 34677
State of Incorporation: Delaware

SUBSCRIBED AND SWORN BEFORE ME AT:

OLDSMAR, FLORIDA

THIS 14 DAY OF September, 2015

NOTARY PUBLIC Connie M. Stewart
MY COMMISSION EXPIRES: 4-27-2017



See Bid Form Continuation Sheet, attached, for
Statements, Stipulations and Exceptions.

SOUTHERN ANALYTICAL LABORATORIES, INC.

110 BAYVIEW COLLEAVARD, BSMAR, FL 33477 P: 845-844-1100 FAX: 845-844-1101



September 14, 2015

Re: Oldsmar Bid B15-06, Continuation of Bid Form

The following statements, stipulations and exceptions are made below in relation to the bid.

Laboratory reports will be provided within a ten (10) day turn-around time for continuous routine analyses, and within a three (3) week turn-around time for all other analyses as required in the Technical Specifications.

The Specifications do not require routine after-hours, weekend or holiday services. However, due to the need to provide un-interrupted water service to City customers, weekend, holiday or emergency services beyond the routine scope may be required. SAL has consistently been available to assist Oldsmar during off-hour periods, emergencies and for special sampling. For purposes of calculation, special weekend or evening services are 1.5 times the routine unit price, holiday services are 2.0 times the routine unit price, and expedited turn-around of less than three (3) days is 2.0 times the routine unit price. No expedited service/charges will be undertaken without prior approval from Oldsmar staff.

Pick-up service is not routinely available on weekends or recognized holidays. Special circumstances can be accommodated.

SAL does not routinely provide QA reports with standard analytical reports. QA reports will be provided under this bid at no additional charge as requested.

The current scope as set forth in the bid request does not require any Quality Assurance Project Plans for sampling or analytical services. Should the need arise to develop a QAPP in response to changes or additions to scope, SAL will propose prices for its anticipated involvement in the preparation of the QAPP along with price proposals for any sampling and/or testing as may be required.

SAL stipulates that the prices offered in the bid are for express use by the City of Oldsmar. Due to likely differences in scope, SAL does not agree to make these prices universally available to other government agencies, departments, or municipalities except as specifically agreed with the individual entity.

SAL submits this offer on an all-or-none basis and wishes not to be considered for a partial award.

In General Specifications Item 6, while SAL accepts full responsibility for errors and/or omissions on its own part, SAL cannot accept financial responsibility nor waive financial recourse for errors and/or omissions solely on the part of the City.

SAL will extend indemnification to the City of Oldsmar as specified in the contract indemnification Clause except in cases deemed to be due to the sole negligence of the City or its employees.

A handwritten signature in dark ink, appearing to read "Francis I. Daniels", is written over a horizontal line.

Francis I. Daniels, President
September 14, 2015

**CITY OF OLDSMAR, FLORIDA
Notice to Proceed**

B15-06: Laboratory Services

THIS NOTICE TO PROCEED WITH WORK UNDER THE ABOVE IDENTIFIED CONTRACT IS HEREBY ISSUED TO:

CONTRACTOR _____

CONTRACTOR'S ADDRESS _____

YOU ARE HEREBY NOTIFIED to proceed with the work specified in the above referenced Contract in accordance with the Terms and Conditions of the Contract Documents.

Contract Start Date: _____

Contract Completion Date: _____

Contract Period: 2 years

Purchase Order No. _____

Prior to occupying the site and commencing work, the Contract Documents require that you deliver to the CITY OF OLDSMAR, Certificates of Insurance as identified in the General Specifications and any Licenses required by the State of Florida, Pinellas County or a local Municipality.

The City's designated Authorized Representative for this contract is: _____
Lisa R. Rhea, P.E., Director of Public Works

Before the commencement of any work at the project site, please provide for or meet the following additional requirements: _____

DATED ____ day of _____, 2015.

FOR PROJECT OWNER/CITY:
THE CITY OF OLDSMAR, FLORIDA
100 STATE STREET WEST
OLDSMAR, FLORIDA 34677-3655

SIGNATURE: _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT OF ACCEPTANCE OF
NOTICE TO PROCEED:
FOR THE CONTRACTOR:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

SECTION IV - TECHNICAL SPECIFICATIONS

Each Bidder is responsible to review and understand the contents of the Construction Permits prior to completing the Bid Submittal

CITY OF OLDSMAR, FLORIDA
Technical Specifications

B15-06: Laboratory Services

SECTION 01010 - SUMMARY OF WORK

1. General Information:

The City of Oldsmar is requesting a quotation from National Environmental Laboratory Accreditation Program (NELAP) Certified Laboratories approved by the Florida Department of Health (FDOH) Environmental Laboratory Services Program to furnish all necessary labor, supplies, equipment, materials and incidental items to satisfactorily perform the laboratory services and sampling procedures detailed in Section II: Bid Proposal and Section IV: SECTION 01025: MEASUREMENT AND PAYMENT. The successful bidder shall be responsible for performing all the tasks specified, at the required frequency, to the standards established in the technical specifications and those regulations established by applicable Federal, State and Local regulatory agencies.

2. Period of Contract:

The contract shall be for a two (2) year period and may be extended for three (3) additional one (1) year periods upon the same terms and conditions. Written notice of the intention to renew shall be given to the Contractor by the City of Oldsmar within a sixty (60) day period prior to the expiration date. The renewal or extension shall become effective as proposed unless the Contractor notifies the Authorized Representative in writing of his objection, no less than thirty (30) days prior to such expiration.

3. Contractor Responsibilities:

- A. The Contractor shall perform chemical analytical work and sampling procedures as required by regulatory permits and as directed by City staff. Bidders are to provide quotations on all required tests as only one contract will be issued as a result of this solicitation.
- B. The selected laboratory must be NELAP (National Environmental Laboratory Accreditation Program) certified through the Florida Department of Health Environmental Laboratory Services Program. The laboratory must be NELAP certified for each analyte performed for the City of Oldsmar, by the method stated in the laboratory report and for the specific water program (i.e. SDWA, CWA). Each bidder must provide a copy of their certification and "Basic Environmental Analyte Sheet".
- C. Bidders will identify in their proposal any analysis to be subcontracted. Any subcontracted work will be performed following the same certification requirements as for the contract laboratory. All subcontractor results will be

clearly identified in the laboratory report including the subcontractor name and certification number.

- D. The laboratory will notify the City of Oldsmar of any certification or accreditation changes before any work affected by the change is performed. The laboratory will provide copies of Proficiency testing results to the City upon receipt of the results.
- E. The laboratory will provide pre-preserved sampling kits separate for each sampling event with the bottles clearly labeled for each location. Each kit shall include any special packing material for proper storage and shipping. Sample kits will be delivered to the City within one (1) week of the request. The laboratory will implement procedures for automatic shipment of sample containers required for continuous routine analysis.
- F. The laboratory will pick up the samples for each sampling event at the Oldsmar Water Reclamation Facility Laboratory and Reverse Osmosis Water Treatment Plant as required, with sufficient time to analyze the samples within holding time and to provide the desired turn-around time. The laboratory will provide a ten (10) day turn-around time for continuous routine analysis, for all other analysis a three (3) week turn-around time is required.
- G. The Contractor shall conduct field sampling as requested which may include remote sampling locations under various weather and environmental conditions.
- H. During the term of this contract, the laboratory must have a representative available who is qualified to explain testing procedures and results to staff of Federal/State regulatory agencies in case of questions or discrepancies. This representative will be available within a twenty-four (24) hour notification period.

4. City Responsibilities:

- A. The City, through its Authorized Representatives will be responsible for providing direction to the Contractor. Changes or additions to the Contract specifications or any directions pertaining to the work tasks, time of performance, or payments will only be issued to the Contractor by the City's Authorized Representatives.
- B. City personnel shall collect all samples at designated locations except where vendor sampling is specified within the Contract document.
- C. The City reserves the right to add, delete or change a sampling event or location or change a sampling frequency upon written notice to the Contractor. Any additional services not listed in these specifications will be accomplished in compliance with Section 1, Paragraph 46: Change Orders.

5. Performance Standards:

- A. The Contractor is solely responsible for complying with the provisions of this Contract and for promptly addressing all complaints relating to the established performance requirements. The City's Authorized Representative will provide any comments, concerns or issues relating to the Contractors performance in writing to the Contractor on a daily basis or as required.

- B. All analysis will be conducted within the holding times as specified by CFR 40 part 136 and the Florida Department of Environmental Protection Standard Operating Procedures. Analytical results not meeting the quality standards specified by the laboratory's Quality Manual, the method or NELAC requirements will be qualified using FDEP qualifiers.
- C. Analysis of drinking water samples will be conducted by the allowable methods as specified by the Florida Department of Environmental Protection for the Safe Drinking Water Act. Environmental samples will be performed by the methods mandated by the particular program. Method detection limits must be sufficiently low to evaluate compliance with the Maximum Contaminant Levels. In the event any sample result exceeds the established MCL, the City shall be notified via email and phone within 24 hours.
- D. Data will be provided in hard copy (paper) or via email (PDF) following NELAC standards. Raw data will be provided upon request. The laboratory will provide Level One Quality Assurance and will provide a QA report including the result of blanks, QC samples, Duplicates and Matrix Spikes.
- E. The laboratory will rework samples upon request due to suspect data or historical outliers. The laboratory will also re-check calculations, dilutions or data entry when requested due to suspect data or historical outliers.
- F. In the event testing results are incomplete or not in accordance with these specifications or Federal or State guidelines, re-testing will be done at no cost to the City.
- G. Contract sampling required within this specification shall be accomplished in accordance with the procedures contained in the Florida Department of Environmental Protection 2008 Standard Operating Procedures as cited in the DEP QA Rule, 62-160, F.A.C. The laboratory shall submit to FDEP any required Quality Assurance Project Plan ("QAPP") for both field collection and laboratory analysis.

6. Bid Submittal and Evaluation:

- A. In addition to the requirements established in Section 1 and 2 of this Bid Proposal Document, the prospective bidder must submit the following:
 - 1. Copy of the Laboratory's Quality Assurance Manual.
 - 2. Copy of the Florida Department of Health Laboratory Scope of Accreditation List.
 - 3. Latest Copy of Proficiency Test Results.
 - 4. History of the firm, and any other statements or information on the firm's qualifications as deemed appropriate.
- B. Award of the contract will be to the Laboratory who has the best aggregate score based on the following criteria:

1. Price and completeness of all services:	30%
2. Location and distance of Facility from Oldsmar:	25%

- | | | |
|----|---|-----|
| 3. | Company History and Structure, Qualifications of Staff,
Instrumentation and other qualification information: | 35% |
| 4. | References: | 5% |
| 5. | Ability of after services: | 5% |

7. Questions or Comments:

Additional information or requests for clarification of any section in this Bid Document should be presented in writing to Lisa R. Rhea, P.E., Director of Public Works, at LRhea@myoldsmar.com. Answers to questions and supplemental instructions will be provided as a written addendum and will be issued no later 7 days before bid opening.

END OF SECTION 01010

SECTION 01025 – MEASUREMENT AND PAYMENT

1. Payment:

Payments to the Contractor shall be made on the basis of the Bid Proposal Unit Prices for each Laboratory Analysis requirement as full and complete payment for furnishing all labor, superintendence, materials, supplies and equipment necessary to complete the requirements included in this Contract Document. The City shall make payments to the contractor on a monthly basis for the Laboratory Services performed during the previous month. Payments will be made promptly, in accordance with City policy, upon the monthly submission and approval of an invoice received from the Laboratory.

2. Payment Items:

A. Water Reclamation Facility (WRF), Facility ID # FL0027651 and Aquifer Storage and Recovery (ASR-1) PA File No. 0265289-005-UC/5Q

Pay items cover sampling required by Permit Number FL0027651 for the operation of a Type I Domestic Advanced Wastewater Treatment Facility, and Permit Number 0265289-005-UC/5Q for the operation of a Class V, Group 3 Underground Injection Control Well.

1. Weekly Influent Parameters – Ammonia as N, Nitrate as N, Nitrite as N, Total Kjeldahl Nitrogen, Organic and Total Nitrogen, Orthophosphate as P, Total Phosphorus, Sulfide, Carbonaceous BOD5, Copper (GFAA)
2. Weekly Effluent Parameters – Ammonia as N, Nitrate as N, Nitrite as N, Total Kjeldahl Nitrogen, Organic and Total Nitrogen, Orthophosphate as P, Total Phosphorus, Carbonaceous BOD5.
3. Monthly Effluent Parameters – Copper (GFAA), Chlorodibromomethane, Bromodichloromethane, Total Hardness (as CaCO₃).
4. Enterococci – Five times Monthly Effluent Parameter
5. Monthly D.I. Water Parameters - Ammonia as N, Total Kjeldahl Nitrogen, Total Organic Carbon, Organic Nitrogen, Heterotrophic Plate Count.
6. Annual D.I. Water Parameters – Bacteriological Pure Water Quality, Metals including Cadmium, Chromium, Copper, Lead, Nickel, Zinc and an Annual Use Test.
7. Quarterly Groundwater Monitoring Wells (4 Wells at Canal Park):
 - a. Field Sampling Event including travel and all required incidentals.
 - b. Field Parameters – Total Well Depth, Depth to Water (below TOC), pH, Water Temperature, Specific Conductance, Turbidity, and Dissolved Oxygen.

- c. Laboratory Parameters – Chloride, Nitrate as N, Sulfate, Total Dissolved Solids, Fecal Coliform, Metals including Arsenic, Cadmium, Chromium, Lead, Manganese, Nickel, Sodium.
8. Quarterly Sludge Analysis Parameters –Chapter 62-640, F.A.C. including pH, Total Phosphorus as P, Total Kjeldahl Nitrogen, Total Nitrogen, Total Solids, Metals (Arsenic, Cadmium, Chromium, Copper, Lead, Mercury, Molybdenum, Nickel, Potassium, Selenium, Zinc)
9. Annual Sludge Analysis Parameter – Calcium Carbonate Equivalent
10. Annual Influent Parameters – Primary and Secondary Drinking Water Standards contained in Chapter 62-550, F.A.C. except for Turbidity, Total Coliform, Color and Corrosivity. See permit DMR sheet PRT-I for details.
11. Annual Final Reclaim and Effluent Parameters – Primary and Secondary Drinking Water Standards contained in Chapter 62-550, F.A.C. except for Asbestos, Color, Odor and Corrosivity. See permit DMR sheets RWS-A and PRT-E for details.
12. Weekly Aquifer Storage and Recovery (ASR-1) and Monitoring Wells (SZMW-1 and TZMW-1) Parameters –
 - a. Field Sampling Event including travel and all required incidentals.
 - b. Field Parameters – Oxidation-Reduction Potential, pH, Specific-Conductivity, Temperature, Turbidity, Dissolved Oxygen
 - c. Laboratory Parameters – Ammonia as N, Arsenic, Bicarbonate (HCO_3), Carbonate (CO_3), Calcium, Chloride, Magnesium, Sodium, Sulfate, Total Alkalinity, Total Dissolved Solids, and Total Iron.
13. Weekly Monitoring Well (UZMW-1) Parameters –
 - a. Field Sampling Event including travel and all required incidentals.
 - b. Field Parameters – Oxidation-Reduction Potential, pH, Specific-Conductivity, Temperature, and Turbidity
 - c. Laboratory Parameters – Arsenic and Total Dissolved Solids
14. Monthly Aquifer Storage and Recovery (ASR-1) and Monitoring Wells (SZMW-1 and TZMW-1) Parameters collected at the same time as the weekly sampling in item 12 above – Gross Alpha, Total Uranium, Total Trihalomethanes.
15. Monthly Aquifer Storage and Recovery (ASR-1) Parameter collected at the same time as item 14 above – 226 Ra / 228 Ra
16. Annual Aquifer Storage and Recovery (ASR-1) Parameters – Primary and Secondary Standards
17. Miscellaneous Parameters required for process control –
 - a. Carbonaceous BOD-5.
 - b. Chemical Oxygen Demand
 - c. Copper
 - d. Bromodichloromethane and Chlorodibromomethane
 - e. Total Dissolved Solids

- f. Chloride

B. Industrial Pretreatment Monitoring, (WRF) Facility ID # FL0027651

Sampling required by Permit Number FL0027651 for the operation of the Industrial Pretreatment Program for six (6) permitted industrial facilities. All methods of analysis must be in accordance with 40 CFR Part 136.3

1. Semi-Annual Compliance Sampling Parameters per permitted industry
 - a. Sampling Event including all labor, equipment, and travel related costs to complete the sampling.
 - b. Field Parameters – pH, Water Temperature, Specific Conductance, Dissolved Oxygen, Turbidity
 - c. Parameters – EPA Priority Pollutant List, 503 Metals, Boron, Iron, Carbonaceous BOD-5, Total Phosphorus, Total Kjeldahl Nitrogen, Total Suspended Solids, Hexane Extractable Material, Total, Hexane Extractable Material Polar, Hexane Extractable Material Non-Polar

Note: Composite (Comp) samples include an equipment blank per event. Grab (Grab) samples are to be taken as required.

2. Additional Parameters possibly required for compliance monitoring –
 - a. Volatile Organics (EPA Method 601 / 602)
 - b. Acrylonitrile (EPA Method 603)
 - c. Organochlorine (EPA Method 608)
 - d. Semivolatiles (EPA Method 625)
 - e. Volatile Organics (EPA Method 624 GC/MS)
 - f. Acrylonitrile (EPA Method 624 GC/MS)
 - g. Metals – ICP Method
 - h. Metals – GFAA Method
 - i. Total Nitrogen
 - j. Chemical Oxygen Demand
 - k. Ammonia
 - l. Sulfide
 - m. Fluoride
 - n. Oil (mineral)
 - o. Chloride
 - p. Manganese
 - q. Total Hardness
 - r. Bismuth
 - s. Cobalt
 - t. Rhenium
 - u. Strontium
 - v. Tellurium
 - w. Tin
 - x. Uranyl Iron

C. Water Distribution System, Facility ID # 6521417

Sampling required by Florida Department of Environmental Protection for the distribution of potable water.

1. Monthly Compliance – Total Coliform cost per test. Fifteen (15) sampling points per month.
2. Monthly Compliance – Fluoride cost per test. Two (2) sampling points per month.
3. Special Compliance Sampling – Total Coliform for line clearances and boil water notices. Sampling on an as needed basis
4. Yearly Stage 2 Disinfection Byproducts – Haloacetic Acid (HAA5) and Total Trihalomethane (TTHM) – cost per test, two (2) separate locations
5. Annual Point-of-Entry to Distribution System Testing
 - a. Nitrate/Nitrite
 - b. Volatile Organic Contaminants
6. Lead and Copper – once every three years, thirty-five (35) separate locations
7. Asbestos – once every five years, five (5) separate locations
8. Point-of-Entry to Distribution System Testing – once every three years
 - a. Synthetic Organic Compounds
 - b. Primary and Secondary Drinking Water Standards – Inorganics constituents only

D. Reverse Osmosis Water Treatment Plant, SWFWMD WUP # 20011218, FDEP Facility ID # 652-1417, and Injection Well (IW-1) UIC Permit No. 0265289-007-UO/11

Sampling required by the Southwest Florida Water Management District and the Florida Department of Environmental Protection for the production of potable water.

1. Monthly Groundwater Monitoring Wells for Water Production – same week of each month (11 Wells at various locations):
 - a. Field Sampling Event including travel and all required incidentals.
 - b. Field Parameters – Specific-Conductivity, and Water Level
 - c. Laboratory Parameters – Chloride, and Total Dissolved Solids.
2. Monthly Production Wells for Water Production – same week of each month (11 Wells along Forest Lakes Blvd.):
 - a. Field Sampling Event including travel and all required incidentals.
 - b. Field Parameters – Specific-Conductivity
 - c. Laboratory Parameters – Chloride, Total Dissolved Solids, Sulfate
 - d. Biological Testing – Total Coliform with E. Coli confirmation if applicable

3. Monthly Sampling of Injection Well (IW-1) and Monitoring Wells (UZMW and LZMW) for Concentrate Disposal (Wells located at the WRF, IW-1 sample collected at ROWTP):
 - a. Field Sampling Event including travel and all required incidentals.
 - b. Field Parameters –pH, Specific-Conductivity, and Temperature
 - c. Laboratory Parameters – Sodium, Calcium, Potassium, Magnesium, Iron, Bicarbonate, Total Kjeldahl Nitrogen, Bicarbonate-HCO₃, Chloride, Sulfate, and Total Dissolved Solids. Gross Alpha and Radium 226/228 on the LZMW are to be conducted on a monthly basis.
4. Quarterly Sampling of Injection Well (IW-1) and Monitoring Well (LZMW) for Concentrate Disposal (Well located at the WRF, IW-1 sample collected at ROWTP): Samples collected at the same time as the monthly sampling in item 3 above – Gross Alpha and Radium 226/228.
5. RO Analysis Tests required for process control – Total Silica, Aluminum, Barium, Chromium, Magnesium, Manganese, Potassium, Sodium, Strontium, Zinc, Phosphate, Total Organic Carbon, Carbon Dioxide, and Boron.
6. Radiologicals for Production Wells – Gross Alpha, Uranium, Radium 226/228

END OF SECTION 01025



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 8, 2016		
Agenda Item Name		
Contractor Name Change		
Requested Action		
Motion to approve contractor name change from Cash Cycle Solutions, Inc. to Business Ink, Co.		
Staff Report		
It is recommended that the Council approve consent of assignment to agreement with Business Ink, Co. The company Cash Cycle Solutions, Inc., supplier under contract for utility bill printing and bill services, was acquired by Business Ink, Co. The company providing current services is now under the name of Business Ink, Co. and acquired Cash Cycle Solutions, Inc. contractual responsibilities. Business Ink, Co. is bound to and agrees to the price, terms and conditions set forth in the original agreement. The current agreement expires April 16, 2017 with an option of three additional one-year renewal periods.		
Additional Analysis		
Fiscal Impact Summary		
There is no fiscal impact.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Business Ink Letter	Business Ink Letter.pdf	

Freddy Suarez

From: John Berger <jberger@businessink.com>
Sent: Thursday, February 18, 2016 11:01 AM
To: Freddy Suarez
Subject: We are uniting under a single brand, Business Ink, Co.

Not rendering correctly? [View this email as a web page here](#).



Dear Freddy,

A little more than a year ago, Business Ink, Co. acquired CCS to expand its solution set to meet the growing needs of our clients. This month we are completing the integration process and retiring the name CCS. We are uniting under a single brand, Business Ink, Co.

As you may know, Business Ink is one of the nation's most successful providers of strategic business communications to public and private sector organizations. Since 1986, Business Ink has helped leaders run and grow their business by providing fully integrated, end-to-end solutions. Business Ink has extensive experience in multichannel communications, offset and digital printing, storage, order fulfillment, distribution management, direct mail, as well as secure data management.

Same Commitment to Quality

While the CCS name is going away, everything you love and trust about us will stay the same. Our team and the business processes currently in place will stay the same. There are no changes planned in how we work together, and no need to do anything on your part. What is different is that we have the additional strength and resources of a larger organization, which perfectly complements CCS's solutions and is fully committed to innovation.

More Resources

We're excited about working together as a single team because our clients will realize the following benefits:

- **Many solutions, state-of-the art technology.** The combined Company now offers more solutions and an advanced technology platform that creates the right solution for the right audience.
- **National reach and redundancy.** We now have a true national footprint with five production and distribution facilities. We serve clients across North America with the same high quality, and rapid delivery.
- **Customer acquisition and development.** We have a dedicated strategic marketing services group to help clients acquire, convert, develop and retain customers. Our data-driven solutions maximize the lifetime value of your customer relationships.

We look forward to the opportunity to serve as your trusted partner to help you achieve your business goals. If you have any questions please feel free to contact either one of us.

Sincerely,

Susan Goodwin, President, Business Ink, Co.

SGoodwin@businessink.com

Jim Goodwin, Executive Vice President, Business Ink, Co.

JGoodwin@businessink.com

Business Ink, Co.
www.businessink.com

Business Ink, Co. 10214 North I-35 Austin, TX 78753

You received this email because you are subscribed to Company News and Information from
Business Ink, Co..

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[Unsubscribe from all future emails](#)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Business Ink, Co.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
☐ Other (see instructions) ▶
☐ C-Corporation
☒ S-Corporation
☐ Partnership
☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
10214 N IH-35, Bldg. 2

6 City, state, and ZIP code
Austin, TX 78753

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				

or

Employer identification number								
7	4		-	2	7	8	1	4
								0
								1

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

2-4-15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments: Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 8, 2016		
Agenda Item Name		
Surplus Request		
Requested Action		
Motion to approve and declare end of life inventory as surplus from Environmental Services Department and dispose of in accordance with the Purchasing Policy.		
Staff Report		
The Purchasing Department, on behalf of Environmental Services Department, recommends approval of the above action. The following inventory have reached their end of life service and approval to surplus these items is being requested. Recycle Trucks - Qty. 6 Sewer Lift Station Pumps - Qty. 2 Salvageable surplus property will be sold through GovDeals.com, an electronic auction website for government property. Non-salvageable property will be disposed of appropriately.		
Additional Analysis		
Fiscal Impact Summary		
Surplus property is anticipated to be sold for approximately \$15,000 or higher per truck depending on hours of service and mechanical reliability.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Property Disposal - Environmental Services Property Disposal - Environmental Services.pdf		

PROPERTY DISPOSAL FORM

Department: Environmental Services/Sanitation

Asset Tag#: 10270

Contact Person: Heather Wooding

Phone: 352-241-0178

Year / Make / Model: 2006 Crane Carrier

Vehicle No. 4255

Miles / Hours: 63344.2 / 9510

Serial / VIN: 1CYCAK4806T047475

Description of Property Recycle truck

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

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

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

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

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

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

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

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

☒ **OTHER:** trucks no longer used - went to single stream pick up

Director Signature: _____

Date: 2/2/16

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Manager: _____

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

Asset Number: _____

Completed by: _____

Date: _____

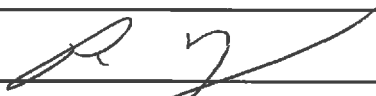
PROPERTY DISPOSAL FORM

Department: Environmental Services/Sanitation Asset Tag#: 10267
Contact Person: Heather Wooding Phone: 352-241-0178
Year / Make / Model: 2006 Crane Carrier Vehicle No. 4256
Miles / Hours: 67732.1 / 8828 Serial / VIN: 1CYCAK4826t047476
Description of Property Recycle truck

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

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

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

Director Signature:  Date: 2/2/16

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

Date Approved by City Council: _____ Agenda Item: _____
Method of Disposal: _____ Date Disposed: _____
Purchasing Manager: _____

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

Asset Number: _____

Completed by: _____ Date: _____

PROPERTY DISPOSAL FORM

Department: Environmental Services/Sanitation Asset Tag#: 10265
Contact Person: Heather Wooding Phone: 352-241-0178
Year / Make / Model: 2006 Crane Carrier Vehicle No. 4260
Miles / Hours: 73832.8 / 7861 Serial / VIN: 1CYCAK4866t047478
Description of Property Recycle truck

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

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

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

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

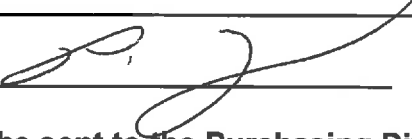
☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

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

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

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

☒ **OTHER:** trucks no longer used - went to single stream pick up

Director Signature:  Date: 2/2/16

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

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Purchasing Manager: _____

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

Asset Number: _____

Completed by: _____ Date: _____

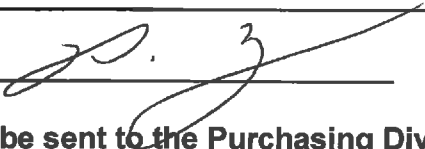
PROPERTY DISPOSAL FORM

Department: Environmental Services/Sanitation Asset Tag#: 10266
Contact Person: Heather Wooding Phone: 352-241-0178
Year / Make / Model: 2006 Crane Carrier Vehicle No. 4261
Miles / Hours: 75577.9 / 6920 Serial / VIN: 1CYCAK4848T047477
Description of Property Recycle truck

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

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

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

Director Signature:  Date: 2/2/16

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

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Purchasing Manager: _____

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

Asset Number: _____

Completed by: _____ Date: _____

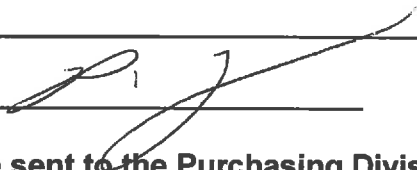
PROPERTY DISPOSAL FORM

Department: Environmental Services/Sanitation Asset Tag#: 10264
Contact Person: Heather Wooding Phone: 352-241-0178
Year / Make / Model: 2006 Crane Carrier Vehicle No. 4262
Miles / Hours: 53989.0 / 7882 Serial / VIN: 1CYCAK4886T047479
Description of Property Recycle truck

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

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

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

Director Signature:  Date: 2/2/16

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

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Purchasing Manager: _____

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

Asset Number: _____

Completed by: _____ Date: _____

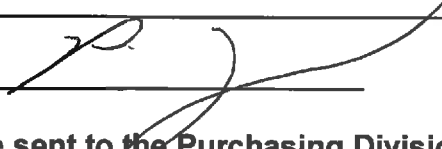
PROPERTY DISPOSAL FORM

Department: Environmental Services/Sanitation Asset Tag#: 10268
Contact Person: Heather Wooding Phone: 352-241-0178
Year / Make / Model: 2006 Crane Carrier Vehicle No. 4263
Miles / Hours: 43130.8 / 6509 Serial / VIN: 1CYCAK4846T047480
Description of Property Recycle truck

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

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

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

Director Signature:  Date: 2/2/16

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

Date Approved by City Council: _____ Agenda Item: _____
Method of Disposal: _____ Date Disposed: _____
Purchasing Manager: _____

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

Asset Number: _____

Completed by: _____ Date: _____

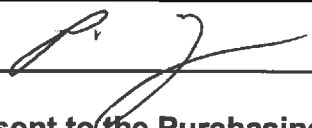
PROPERTY DISPOSAL FORM

Department: Environmental Services Asset Tag#: _____
Contact Person: Jonathan Carter Phone: 3522410178
Year / Make / Model: 1990 / Flyht / CP 3127 Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: 3127.180-2530 / 3127.180-9050116
Description of Property Flyht Pump 7.4 HP CP3127

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

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

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

Director Signature:  Date: 2/18/2014

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

Date Approved by City Council: _____ Agenda Item: _____
Method of Disposal: _____ Date Disposed: _____
Purchasing Director: _____

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

Asset Number: _____

Completed by: _____

Date: _____

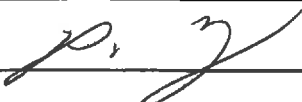
PROPERTY DISPOSAL FORM

Department: Environmental Services Asset Tag#: _____
Contact Person: Jonathan Carter Phone: 3522410178
Year / Make / Model: 1990 / Flyht / CP 3127 Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: 3127.180-2530 / 3127.180-9050119
Description of Property Flyht Pump 7.4 CP 3127

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☒ **OBSOLETE:** Refers to any item or material that is of no use to the City.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **OTHER:** _____

Director Signature:  Date: 2/18/2016

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

Date Approved by City Council: _____ Agenda Item: _____
Method of Disposal: _____ Date Disposed: _____
Purchasing Director: _____

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

Asset Number: _____

Completed by: _____

Date: _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 8, 2016		
Agenda Item Name		
SECO Energy Easement		
Requested Action		
Move to approve.		
Staff Report		
Sumter Electric Cooperative Inc. is requesting an easement over the area in which the underground power lines will be installed to the new Police Station.		
Additional Analysis		
Fiscal Impact Summary		
\$ 9,319.35 - CIAC (Contribution-in-aid-to-construction).		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. SECO Energy Easement for Police Department	Seco Energy Service Letter.pdf	
2. SECO Energy Attachment A	Seco Utility Easement-Attachment A.pdf	

January 13, 2016



City of Clermont
Attn: Cyndia Rivera
865 W. Montrose ST
Clermont, FL 34711

RE: Clermont Police Station Service at 3600 S Hwy 27 / Clermont, FL
Account # 9603809401
Service Order # 79414125
Work Order # 179830

PO Box 301
330 S US Hwy 301
Sumterville, FL 33585
352.793.3801

Dear Cyndia Rivera:

The Engineering Department has completed the required design for your service upgrade request. Sumter Electric Cooperative's Board Policy No. 208 requires contribution-in-aid-to-construction (CIAC) for installations beyond basic facilities.

50 W Ardice Avenue
Eustis, FL 32726
352.357.5600

The calculated CIAC is **\$9,319.35**. This total, valid for 90 days, does not include any applicable connect fees, deposits, or membership fees which would be collected separately.

The total amount must be paid prior to scheduling construction. You may either make this payment in person or mail. Please refer to the Account, Service Order, and Work Order numbers mentioned above. This will help us credit the proper account with the required contribution.

850 N Howey Road
Groveland, FL 34736
352.429.2195

You are responsible for locating water, sewer, or any other electrical wire on your property. This must be complete before our crew begins construction.

Thank you for the opportunity to serve you. If you have any questions, please contact me at (352) 569-9639 or jd.purcell@secoenergy.com.

610 US Hwy 41 South
Inverness, FL 34450
352.726.3944

Respectfully,

J.D. Purcell

J. D. Purcell
Lead Project Engineer

4872 SW 60th Avenue
Ocala, FL 34474
352.237.4107

XC: File



SECO Energy
PO Box 301
Sumterville, FL 33585-0301
Phone (352) 793-3801

QUOTE: 710

Order Date: 01/13/2016
Terms: NET
Expire Date: 04/12/2016

CITY OF CLERMONT
BOB REED
439 W HIGHWAY 50
CLERMONT FL 34711-3031

Account: 100005212

Page 1 of 1

Description: WO# 179830, ACCT# 9603809401, SO# 79414125, LOCATION: 3600 S Hwy 27
(new service)

	THIS COST IS VALID FOR 90 DAYS. THIS TOTAL DOES NOT INCLUDED ANY APPLICABLE CONNECT FEES, DEPOSITS, OR MEMBERSHIP FEES WHICH WILL BE COLLECTED SEPERATELY.	1.000	EACH	9,319.3500	9,319.35
--	--	-------	------	------------	----------

MESSAGES

THIS AMOUNT MUST BE PAID PRIOR TO SCHEDULING
CONSTRUCTION. SECO will notify Sunshine One Call to locate all
underground facilities owned by utilities. You are responsible for
locating your own facilities (irrigation, septic tank, etc.) within the
construction area.

PLEASE PAY FROM THIS QUOTE.

TOTAL ORDER AMOUNT:

\$ 9,319.35

PERPETUAL UTILITY EASEMENT

WO#: 179830 Doc Stamps: 0.70

Prepared By: J. D. Purcell
SUMTER ELECTRIC COOPERATIVE, INC.
d/b/a SECO Energy
P.O. Box 301
Sumterville, Florida 33585-0301

Section 05 Township 23 S Range 26 E

Parcel ID/Alternate Key Number:
1412153

(Whenever used herein, the terms "grantor" and "grantee" include all parties to this instrument and the heirs, legal representatives, assigns of individuals, and the successors and assigns of corporations.)

Space above this line reserved for Recording Office Use.

THE GRANTOR(S) City of Clermont, a Florida municipal corporation, having an address of
P.O. Box 120219 Clermont, Florida 34769

In consideration of the sum of \$1.00 or other good and valuable consideration, the sufficiency of which is acknowledged and received from the Grantee, SUMTER ELECTRIC COOPERATIVE, INC., a Florida not for profit corporation, d/b/a SECO Energy, PO Box 301, Sumterville, FL 33585 a corporation existing under the laws of the State of Florida, its successors and assigns, does hereby on ____ day of _____, 20____ grant and convey to the Grantee an easement, license and privilege of ingress and egress upon and/or under, to place, construct, operate, repair, maintain, upgrade, remove, inspect, relocate and replace thereon, and/or thereunder and to retain ownership thereof, an electric transmission and/or distribution line and/or communications system and all associated appurtenances in connection with above-ground and/ or underground facilities and the Grantee shall at all times have the right to keep the easement clear of all structures, obstructions, trees, shrubbery, undergrowth and roots or objects that might endanger said electric power line assembly on or under the real property in _____ Lake _____ County, Florida, as described as:

See Exhibit "A", attached hereto and made a part hereon.

Failure to utilize this easement within any particular time period shall not constitute an abandonment nor shall any particular configuration of facilities located within the easement constitute an estoppel to Grantee's future reconfiguration of facilities so long as the terms and limitations of this grant of easement are satisfied.

In granting the above, it is understood that Grantee will make reasonable efforts to locate power line assemblies in a location which will cause the least interference in the use of the property, if in doing so it will not materially increase the cost of construction or maintenance, and Grantor covenants that it is the owner of the fee simple title of the above described land and will defend the title thereto against all persons claiming through, by, or under the Grantor.

Attested by:

Grantor (s):
City of _____, Florida

Signature

Signature

Typed or printed name, City Clerk

By: Typed or printed name, City Manager

Signature of first witness

Typed or printed name of first witness

(Seal)

Signature of second witness

Typed or printed name of second witness

STATE OF _____

COUNTY OF _____

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

My commission expires: _____

My commission number is: _____

Notary Public signature

Typed or printed name

(Seal)

EXHIBIT "A"

To that certain PERPETUAL UTILITY EASEMENT
Between
City of Clermont, GRANTOR
And
Sumter Electric Cooperative, Inc. d/b/a SECO Energy, GRANTEE

**THE NORTH 150.00 FEET, MEASURED AT RIGHT ANGLES, OF THE FOLLOWING DESCRIBED
PARCEL OF LAND:**

TRACTS 33, 34 AND 48 WEST OF HIGHWAY, TRACTS 37, 38, 39, 40, 41, 42, 43, 44, 47 AND 54 OF MONTE VISTA PARK FARMS IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT:

THAT PART OF TRACT 48, WESTERLY OF STATE ROAD 25 (U.S. HIGHWAY 27 - FORMERLY NO. 19) OF MONTE VISTA PARK FARMS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LYING WESTERLY OF THE SURVEY LINE OF STATE ROAD 25, SECTION 11200 AND WITHIN A STRAIGHT LINE TRANSITION OF 145 FEET AT STATION 1532 + 00 TO 112 FEET AT STATION 1537 + 00, SAID SURVEY LINE BEING DESCRIBED AND SAID STATIONS BEING LOCATED AS FOLLOWS:

COMMENCE AT A POINT ON THE EAST BOUNDARY OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LOCATED 1300.17 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE RUN SOUTH 26°52'00" EAST 28.21 FEET TO THE BEGINNING OF THIS PART OF SAID SURVEY LINE AT STATION 1532 + 00; THENCE NORTH 26°52'00" WEST 500 FEET TO THE END OF SAID SURVEY LINE AT STATION 1537+ 00.

LESS THOSE PORTION IN OFFICIAL RECORDS BOOK 2833, PAGE 2332, IN OFFICIAL RECORDS BOOK 2858, PAGE 274 AND IN OFFICIAL RECORDS BOOK 2952, PAGE 747, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS

THAT PART OF TRACTS 33, 34, 47 & 48, MONTE VISTA PARK FARMS, SECTION 5, TOWNSHIP 23, RANGE 26 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: BEGIN AT THE POINT OF INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 AND THE NORTH LINE OF LEGENDS GOLF COURSE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 45, PAGES 38 - 45, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE N89°19'34"W. ALONG THE NORTH LINE OF SAID LEGENDS GOLF COURSE, 926.75 FEET; THENCE DEPARTING SAID NORTH LINE, RUN N32°29'33"E, 589.95 FEET; THENCE N58°19'00"W, 194.65 FEET; THENCE N32°49'14"E, 48.13 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVED WESTERLY AND HAVING A RADIUS OF 184.42 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°37'30", A DISTANCE OF 185.48 FEET TO THE POINT OF TANGENCY; THENCE N24°48'16"W, 283.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVED SOUTHEASTERLY AND HAVING A RADIUS OF 134.96 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 121°09'55", A DISTANCE OF 285.40 FEET TO THE POINT OF TANGENCY; THENCE S83°37'57"E, 172.27 FEET TO THE AFORESAID WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27; THENCE S24°47'33" E, ALONG SAID RIGHT OF WAY LINE, 994.30 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE S20°50'25"E, 384.37 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT

A PARCEL OF LAND LYING IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ALSO BEING AN UNIDENTIFIED PORTION OF THE PLAT OF "MONTE VISTA PARK FARMS" AS RECORDED IN PLAT BOOK 2, PAGE 27 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF "TUSCANY VILLAGE - PHASE 1" AS RECORDED IN PLAT BOOK 64, PAGES 13 THROUGH 15, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG THE SOUTH BOUNDARY OF SAID PLAT, N. 89°20'43" W, A DISTANCE OF 734.45 FEET TO THE POINT OF BEGINNING. THENCE DEPARTING SAID SOUTH BOUNDARY, S. 00°39'17" W., A DISTANCE OF 84.24 FEET; THENCE S. 44°20'43" E, A DISTANCE OF 224.08 FEET; THENCE S. 00°39'17" W., A DISTANCE OF 326.26 FEET; THENCE S. 45°39'17" W., A DISTANCE OF 117.94 FEET; THENCE N. 89°20'43" W., A DISTANCE OF 331.69 FEET; THENCE N. 00°39'17" E., A DISTANCE OF 652.35 FEET TO AFORESAID SOUTH BOUNDARY; THENCE ALONG SAID SOUTH BOUNDARY, S. 89°20'43"E., A DISTANCE OF 256.64 FEET TO THE POINT OF BEGINNING.





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 8, 2016		
Agenda Item Name		
Event and Road Closure Request		
Requested Action		
Move to approve the "Run for Kris 5K" event and road closures.		
Staff Report		
Clermont PD is requesting to host the "Run for Kris 5K" benefiting Officer Kris Kruse on May 21, 2016 with the following road closures: -Montrose from West Avenue to Lake Avenue -Lake Avenue to Osceola -Osceola to the Trail Police Officers will be on-site to ensure public safety.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Run for Kris 5K Course Map Run for Kris 5K 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: 2/24/16 Name of Event: ## RUN FOR KRIS 5K
Date(s) of Request: 5/21/16 Actual Event Hours Start: 1800 End: 2000 Hrs
(All events must end no later than 10pm)
Set Up Hours Start: 1600 Hrs End: 2000 Hrs Breakdown Hours Start: 2000 End: 2100 Hrs

Please list all City of Clermont facilities and/or streets being requested: WEST MONTROSE FROM WEST AV TO LAKE AV, LAKE AV TO OSCEOLA, OSCEOLA TO THE TRAIL. THE TRAIL TO BRIDGE AND BACK TO PD
Name of Organization/Renter: CLERMONT POLICE DEPARTMENT

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

Tax Exempt: ☒ Yes ☐ No If Yes, you must provide your Tax Exempt # CITY OF CLERMONT

Federal ID #/Drivers License #: _____ Website: _____

Event Contact: LT. RENE CASTRO Email: RCASTRO@CLERMONTFL.ORG

Day Phone: _____ Cell Phone: 352-516-0215 Other Phone/Fax: _____

Address: 865 W. MONTROSE ST. City: CLERMONT State: FL Zip: 34711

Secondary Contact: CAPT. MICHAEL McMASTER Phone#: 352-267-3163

Briefly Describe Event: HOSTING A CHARITY 5K RUN/WALK TO RAISE FUNDS FOR OFC. KRIS KRUSE.

(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):
CLOSE MONTROSE ST FROM WEST AV TO LAKE AV.

Event Participants: _____ Expected Attendance: 1000 # of Vehicles: UNK

Are you planning on having food? ☒ Yes ☐ No Type of food: FRUITS & SNACKS @ THE END OF THE RUN.

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? _____
(a special tent permit may be required)

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

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

Applicant Signature

Date

Rules received and read (initial): RC

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



Wes

Lake Minneola Shores
12th St

Lakeview Villas

12th St

Carroll St

S Lake Trail (Lake Apopka Trail)

Lake Dr
West Lake

W Minneola Ave

W Montrose St

W Desoto St

US Post Office

W Osceola St
8th St

7th St

Lake Ave

W Osceola St

5th St

4th St

W Minneola

South Lake Chamber
of Commerce...

W Montrose St

Clermont City Hall

W Desoto St

4th St

Blue Cypress Dr

Broad St

50

Blessed Sacrament
Catholic Church

<https://www.google.com/maps/@28.5626314,-81.7733182,16z>





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 8, 2016		
Agenda Item Name		
Resolution No. 2016-06		
Requested Action		
Move to approve Resolution 2016-06.		
Staff Report		
The City of Clermont has received a Letter of Intent from Golden Fonesca Investments, LLC. to purchase the 3.97 acre parcel on the southwest corner of Hooks Street and Citrus Tower Blvd. The land parcel was originally purchased by the City in 2012 for a new Police Department which is now being built off U.S. Highway 27 & Hammock Ridge Road on the Parks and Recreation Center site. Because the land parcel is no longer needed, City Council authorized staff to place this land for sale. The offer is for \$1,308,000 which matches the appraised price from 2012 and includes the following: * 30 day due diligence period * Closing of 14 days after the due diligence * Brokerage sales commission of 2.5% The Contract for sale and purchase is attached along with the Resolution authorizing the sale.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution 2016-06 Hooksstreetsale res.doc		
2. Contract 2016-06 Attach Hooksstreetsale.docx		

CITY OF CLERMONT
RESOLUTION NO. 2016-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT AUTHORIZING THE SALE OF 3.97 +/- ACRES OF CERTAIN REAL PROPERTY LOCATED IN LAKE COUNTY, FLORIDA TO GOLDEN FONESCA INVESTMENT, LLC. FOR THE PURCHASE PRICE OF \$1,308,000.00, AND AUTHORIZING THE MAYOR AND CITY MANAGER TO PERFORM ALL ACTS NECESSARY AND APPROPRIATE TO CLOSE ON THE PROPERTY AS PROVIDED HEREIN.

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

Section 1.

The City Council of the City of Clermont, Florida does hereby accept the offer from GOLDEN FONESCA INVESTMENT, LLC for the purchase of 3.97 +/- acres of real property owned by the City for \$1,308,000.00 and does hereby authorize the Mayor to enter into the contract attached hereto and incorporated herein and further authorizes the City Manager to perform all acts necessary and appropriate to close on the property.

Section 2.

Mayor and/or City Manager are specifically authorized to withhold the formal written agreement upon determination of any matter or factor, hereafter coming to attention which may indicate such action is not in the City's best interest, provided that upon such withholding, the City Manager, with reasonable dispatch, shall present the issue to the City Council, in session, for review and direction.

Section 3.

This Resolution shall take effect immediately upon its adoption.

CITY OF CLERMONT
RESOLUTION NO. 2016-06

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on the 8th day of March, 2016.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED:

Daniel F. Mantzaris, City Attorney

CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT FOR SALE AND PURCHASE (the "Contract") is made and entered into on this _____ day of March, 2016 (the "Effective Date"), by and between CITY OF CLERMONT, a Florida Municipal Corporation, whose address is 685 West Montrose Street, Clermont, FL 34711 ("Seller"), and GOLDEN FONESCA INVESTMENTS, LLC a Florida limited liability company whose address is _____ ("Buyer").

WITNESSETH:

WHEREAS, Seller is the owner of certain property located in Lake County as more particularly described below; and

WHEREAS, Seller desires to convey said real property to Buyer and Buyer desires to purchase the same from Seller;

NOW THEREFORE, for and in consideration of the premises hereof, the sums of money to be paid hereunder, the mutual covenants herein contained, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do covenant, stipulate and agree as follows, to wit:

1. Description of Property. 1775 Hooks Street and further described as Lot 1 on Exhibit "A" attached hereto, consisting of 3.97 +/- acres together with all improvements, tenements, hereditaments, rights, privileges and easements thereunto belonging, the final legal description of which shall be determined as determined by Buyer's survey completed as part of the inspection period below (hereinafter together referred to as the "Property").

2. Agreement to Sell and Purchase. Seller hereby agrees to sell and convey and Buyer hereby agrees to purchase and accept the Property upon the terms and subject to the conditions set forth in this Contract.

3. Purchase Price and Method of Payment. Subject to credits, adjustments and proration for which provisions are hereinafter made in this Contract, the total purchase price for the Property to be paid by Buyer and received and accepted by Seller (the "Purchase Price") shall be ONE MILLION THREE HUNDRED AND EIGHT THOUSAND DOLLARS (\$1,308,000). The Purchase Price shall be paid by Buyer to Seller in the manner and at the times following, to wit:

A. Earnest Money Deposit. Within 5 business days from execution of this Contract by all parties, the sum of ONE HUNDRED FIFTY THOUSAND and no/100 DOLLARS (\$150,000) shall be deposited by Buyer with Daniel F. Mantzaris, Esq., deBeaubien, Knight, Simmons, Mantzaris & Neal, LLP (the "Escrow Agent"), as an earnest money deposit hereunder ("Earnest Money Deposit"). The Earnest Money Deposit shall not be refundable except as set forth herein.

B. Cash Delivered at Closing. At Closing the Earnest Money Deposit plus the balance of the purchase price shall be delivered to Seller in United States funds by wire transfer. All deposits shall be applied to the Purchase Price.

C. This Contract shall serve as escrow instructions and an executed copy of this Contract shall be deposited with Escrow Agent. In the event of a termination of this Contract or a default under this Contract, the Earnest Money shall be delivered or disbursed by the Escrow Agent as provided in this Contract. If either party shall declare the other party in default under this Contract pursuant to Paragraph 15 hereof, and shall make demand (the "Demand") on Escrow Agent for possession of the Earnest Money, said party must provide the other party with a copy of such Demand made upon the Escrow Agent. Except with respect to a Demand for the Earnest Money made by Buyer prior to the Inspection Deadline, which shall be promptly honored, Escrow Agent shall not disburse the Earnest Money in accordance with any Demand unless and until the demanding party delivers to Escrow Agent evidence (e.g., return receipt issued by U.S. Postal Service) of the other party's receipt of the Demand, and Escrow Agent has not received written objection to such Demand within five (5) business days following said party's receipt of the copy of such Demand. If any dispute or difference arises between the Buyer and Seller or if any conflicting demands shall be made upon the Escrow Agent, the Escrow Agent shall not be required to determine the same or to take any action thereon. Rather, the Escrow Agent may await settlement of the controversy or deposit the escrow sums into the Registry of the Circuit Court of Lake County, Florida, in an interpleaded action or otherwise for the purpose of having the respective rights of the parties adjudicated. Upon making such deposit or upon institution of such interpleaded action or other actions, the Escrow Agent shall be fully relieved and discharged from all further obligations hereunder with respect to the sums so deposited. Buyer acknowledges that Escrow Agent is also serving as Seller's counsel in the transaction contemplated by this Contract, and notwithstanding any dispute between the parties pertaining to Escrow Agent's duties hereunder or the disbursement of the Earnest Money or for any other reason, Escrow Agent may continue to represent Seller in this transaction and in any litigation that may arise hereunder.

4. Title. Within fifteen (15) days of the effective date is received by the Seller, Seller at Seller's expense shall deliver to Buyer an original commitment for title insurance committing to issue an Owner's policy to Buyer as purchaser of the Property in the amount of the Purchase Price (the "Title Commitment"). The title company and issuing agent shall be selected by Seller. Buyer shall have twenty (20) days from the date of Buyer's receipt of the Title Commitment to examine the same. Buyer shall, on or before the end of said twenty (20) day period, notify Seller in writing specifying any objections Buyer may have regarding the status of title as shown on the Title Commitment, otherwise Buyer shall be deemed to have waived the right to any such objections. Seller shall, within ten (10) days from receipt of Buyer's notice of objection to title, provide a reply by written notice to Buyer (the "Reply Notice"), notifying Buyer that (i) Seller will not undertake to cure Buyer's title objections, or

(ii) Seller will make a good faith effort to cure Buyer's title objections within ten (10) business days of Seller's Reply Notice (the "Title Cure Period"). Should Seller fail to deliver a Reply Notice to Buyer, Seller shall be deemed to have elected to decline to undertake a cure of Buyer's title objections. In the event Seller declines to undertake a cure of Buyer's title objections, or if Seller shall not have cured the defects within the Title Cure Period, Buyer shall have, as its sole and exclusive remedy, the option of (i) accepting title to the Land in an "as is" condition without recourse to Seller and without a reduction in the Purchase Price and the remaining title objections shall become Permitted Exceptions, or (ii) terminating this Agreement and receiving a refund of the Deposit which Escrow Agent shall forthwith return to the Buyer. Buyer's option of terminating this Agreement and receiving a refund of the Deposit must be exercised within seven (7) days following the earlier of: (i) the date Buyer receives the Reply Notice stating that Seller declines to cure Buyer's title objections; or (ii) in the event Seller fails to deliver a Reply Notice, the date Seller is deemed to have elected not to undertake Buyer's title objections; or (iii) in the event Seller elects to make a good faith effort to cure Buyer's title objections, within five (5) days following the expiration of Seller's Title Cure Period. In the event Buyer does not terminate this Agreement pursuant to this Section 5.3.1, Buyer shall be deemed to have waived any remaining uncured objections to title and agreed to (a) accept title to the Land in an "as is" condition without a reduction in the Purchase Price and without recourse to Seller and (b) close on the date specified in Section 8 herein.

5. Investigations and Inspections of Property. Seller shall provide Buyer with complete and full copies of all surveys, permits, environmental wetland reports, geotechnical studies, conceptual site plan drawings, zoning certificates, utility certificates, easement agreements, development agreements (whether such agreements remain in effect or have expired), together with any other documents related to the Property, within TEN (10) days following the Effective Date ("Seller's Materials"). Buyer and its architects, engineers and other agents, at Buyer's sole expense, shall have a period of THIRTY (30) days following the Effective Date (hereinafter referred to as the "Inspection Period") within which to undertake such physical inspections and other investigations of and concerning the Property, including a survey, as Buyer deems necessary in order to evaluate the physical characteristics of the Property, as well as such other matters as shall be deemed by Buyer to be necessary in order for Buyer to evaluate the Property and determine the feasibility of Buyer's purchase of the same. For such purpose, Seller hereby grants to Buyer and its agents shall have the right to enter upon the Property during the Inspection Period for the purpose of undertaking such inspections and investigations. It is expressly provided, however, that Buyer and any agent or assignee of Buyer who shall enter upon the Property pursuant to such right of entry shall, as a condition to the exercise thereof, be deemed to have agreed, and does hereby agree, to indemnify and save and hold Seller harmless from and against any and all loss, damage, cost, expense, liability or responsibility whatsoever (including, without limitation, reasonable attorneys' fees) which may be occasioned, directly or indirectly, by reason of the exercise of such right of entry upon the Property, and that such indemnification shall expressly survive both the termination of this Contract and the Closing. The foregoing indemnity shall not be subject to the liquidated damages limitations of Paragraph 15 below. Prior to entry onto the Property, every agent or contractor of Buyer shall deliver to Seller a certificate evidencing such agents or contractors general public liability coverage in amounts of no less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate, listing Seller as an additional insured thereunder. During the Inspection Period, Buyer may wish to secure a site plan approval and all other approvals

required to permit the development of the Property for retail use purposes. Seller agrees to cooperate, at no cost to Seller, in Buyer's efforts to obtain all permits, approvals and zoning changes necessary for such development of the Property, and upon written request of Buyer, Seller shall execute or join with Buyer in the execution of such applications and submittals as may be required for Buyer to obtain permits and approvals from applicable governmental authorities with respect to Buyer's contemplated development of the Property; provided that such efforts do not in any way diminish the value of the Property, cause Seller to incur any expense or require Seller to do anything other than execute the documents. Provided that any request by Buyer is consistent with the foregoing, Seller shall execute and return to Buyer all applications and submittals within a reasonable period following receipt of such applications and submittals together with written request by Buyer for the execution thereof, without charge by Seller. In the event that Buyer terminates this Contract, Buyer shall provide Seller with copies of all documents, testing, opinions, reports, results, applications, permits and the like furnished to, or obtained by any person or entity by any party after execution of this Contract.

6. Unacceptability of Inspections. In the event that the results of the inspections, investigations, reviews, feasibility studies and Seller approvals to which reference is made in Paragraph 5 above are, in Buyer's sole opinion and within Buyer's sole discretion, unacceptable to Buyer for any reason whatsoever, and Buyer so notifies Seller of the fact on or before the expiration of the Inspection Period provided in Paragraph 5 hereof, then at Buyer's option and upon Buyer's request, Buyer may terminate the Contract and all payments or deposits, including accrued interest, if applicable, made by Buyer shall be immediately returned to Buyer as Buyer's sole property. Provided, however, that in the event that Buyer elects to terminate this Contract for any reason other than default by Seller, the Earnest Money Deposit shall become the property of Seller and shall immediately be disbursed by Escrow Agent to Seller. If the Contract is terminated by Buyer hereunder, it shall be rendered null and void, and be of no further force and effect and all parties hereto shall thereupon be relieved and absolved of any further liabilities or obligations whatsoever to each other hereunder, except with respect to those liabilities or obligations hereunder which are expressly stated to survive the termination of this Contract, including, without limitation, Buyer's indemnity set forth in Paragraph 5 above. The failure of the Buyer to notify Seller of the unacceptability of any such inspections, investigations, reviews and feasibility studies prior to the expiration of the Inspection Period shall constitute a waiver of Buyer's right to terminate this Contract. In the event of termination by Buyer pursuant to this Section, Buyer shall provide to Seller, at no expense, copies of all plans, studies and information obtained or prepared by Buyer with regard to Buyer's Intended Use (hereafter defined) and related to the Property; provided, Buyer does not warrant the completeness or accuracy of such materials.

7. Conveyance of Property. At Closing, Seller shall deliver to Buyer: (i) a duly executed Special Warranty Deed in recordable form conveying fee simple title to the Property free and clear of all liens, encumbrances and exceptions except for the exceptions approved or deemed approved by Buyer ("Permitted Exceptions"); (ii) an affidavit from Seller certified to Buyer and to the title company in form required by the title company to delete from Buyer's title insurance policy all standard exceptions for construction liens and parties in possession exceptions and any other standard exceptions the title company may delete based on Seller's affidavit; (iii) a certification by Seller which indicates that Seller is not a foreign person as defined in the Internal Revenue Code; (iv) written affirmation that the representations and

warranties set forth in Paragraph 12 hereof remain true at the time of Closing; (v) a duly executed closing statement; (vii) such documents as the title company requires in order to evidence the authority and good standing of Seller to complete this transaction; and (viii) other documents reasonably required by Buyer or the title company in order to consummate the transaction contemplated herein. At Closing, Buyer shall pay to Seller the Purchase Price of the Property described above, subject to adjustments and proration set forth herein and shall deliver to Seller: (ix) a duly executed closing statement; (x) written affirmation that the representations and warranties set forth in Paragraph 13 remain true at the time of Closing; and (xi) other documents reasonably required by Seller or the title company in order to consummate the transaction contemplated herein.

8. Closing.

A. The sale and purchase transaction contemplated in this Contract shall be closed and the aforesaid closing documents delivered on or before the expiration of fourteen (14) days from the expiration of the Investigation and Inspection Period unless terminated as provided in paragraph 6 (the "Closing Date").

B. The Closing shall be completed by a closing agent or attorney as selected by Seller and shall take place at Clermont City Hall, in Lake County, or by express mail, and at such time as mutually agreed upon between Buyer and Seller.

9. Closing Costs. The Seller shall pay for state documentary stamps as may be required to be affixed to the Special Warranty Deed, the premium for the owner's title insurance policy to be issued pursuant to the Title Commitment, the cost of recording any and all other documents necessary to deliver good and clear title, and any document preparation fees. Buyer shall pay the cost of recording the Special Warranty Deed and any and all costs associated with the recording of any note, mortgage and security agreement contemplated herein. Buyer and Seller shall each bear its own attorneys' fees.

10. Possession. Possession of the Property shall be delivered by Seller to Buyer at the time of Closing hereunder, subject to the Permitted Exceptions. Prior to Closing and the delivery of possession as aforesaid, Seller shall remain the owner of the Property and shall bear the risk of all loss of whatever nature, except as provided in Paragraph 5 hereof with respect to loss occasioned as a result of Buyer's inspections and investigations of the Property. In the event that prior to Closing all or a portion of the Property being acquired is condemned or condemnation proceedings have been instituted for any public or quasipublic use or purpose, then Buyer shall have the option to terminate this Contract, in which event the payments previously made by Buyer to Seller shall be returned to Buyer, this Contract shall be deemed null and void and Buyer and Seller shall be relieved from all liabilities and responsibilities hereunder except as specifically provided otherwise herein.

11. Proration. Ad valorem real and personal property taxes, if any, or assessments of any kind for the year of closing shall be prorated as of the date of closing. If, however, the amount of such taxes or assessments for the year of closing cannot be ascertained, the rates, millages and assessed valuations for the previous year, with known changes and utilizing full discounts, shall be used as an estimate, and tax proration based on such estimate shall be readjusted by the Buyer and Seller when the actual tax bills for the year of sale are received, which obligation shall expressly survive closing for a period of twelve (12) months.

12. Representations, Obligations and Warranties of Seller. Except for the representations and warranties in this Paragraph 12, Seller makes no representations or warranties to Buyer and shall convey the Property 'AS IS, WHERE IS, WITH ALL FAULTS.' Buyer shall, by closing on the Property, be deemed to have acknowledged that Buyer has relied solely upon its own inspections and investigations to determine the physical condition of the Property and its suitability for Buyer's purposes. Seller represents and warrants (which warranties shall survive the closing hereunder to the Buyer that:

A. Seller has not received written notice from any governmental or quasigovernmental body or agency or from any person or entity with respect to any actual or threatened taking of the Property or any portion thereof for any public or quasi-public purpose by the exercise of the right of condemnation or eminent domain, nor does Seller have any current, actual knowledge of any such actual or threatened taking. Further, Seller has not received any actual notice of any existing or threatened lawsuit by which any party claims an interest in the Property.

B. Seller has not received any written notices from any city, county, state or other governmental authority or other person or entity of violations of any statute, law, or ordinance, or governmental rule or regulation in respect of the Property

C. Seller owns fee simple title to the Property and has the full power, right and authority, and is duly authorized, to enter into this Contract, to perform each and all of the matters and acts herein provided, and to execute and deliver all documents provided hereunder.

D. There is no tenant of the Property or any other person or entity having any right or claim to possession or use of the Property. Possession of the Property shall be delivered to Buyer by Seller free of rights or claims of any tenants, occupants or parties in possession, except for the rights of parties pursuant to the Permitted Exceptions or as may otherwise be disclosed in the Commitment.

E. To Seller's present, actual knowledge, without any investigation whatsoever, there has not been and there is not now: (i) any presence of any Hazardous Substances (as hereinafter defined) on, over, under or around the Property in violation of applicable law; (ii) any present or past generation,

recycling, use, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substances on, over, under or around the Property in violation of applicable law; (iii) any failure to comply with any applicable local, state or federal environmental laws; (iv) any spills, releases, discharges or disposal of Hazardous Substances that have occurred or are presently occurring on or onto the Property or any adjacent properties in violation of applicable law; or (v) any spills or disposal of Hazardous Substances that have occurred or are presently occurring off the Property as a result of any construction or operation and use of the Property in violation of applicable law. For purposes of this Paragraph 13, the term "Hazardous Substances" means and includes, without limitation, any toxic or hazardous substances or materials, petroleum or other pollutants and substances, whether or not naturally occurring, including, without limitation, asbestos, radon, and methane gas, generated, treated, stored or disposed of, or otherwise deposited in or located on or under the Property, and also includes, without limitation, the surface and subsurface waters of the Property, and any activity undertaken or hereafter undertaken on the Property which would cause: (i) the Property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. 6901 et seq., or any similar state law or local ordinance; (ii) a release or threatened release of hazardous waste from the Property within the ambit of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601-9657, or any similar state law or local ordinance or any other environmental law; (iii) the discharge of pollutants or effluent into any water source or system, or the discharge into the air of any emissions which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., or the Clean Air Act, 42 U.S.C. 7401 et seq., or any similar state law or local ordinance; or (iv) any substances or conditions in, on or under the Property which may support a claim or cause of action under RCRA, CERCLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirement, including the presence of any underground storage tanks or underground deposits located on the Property.

F. Seller, to the best of Seller's knowledge, has received no written notice of any existing or pending special assessments affecting the Property which may be assessed by any governmental authority, water or sewer authority, drainage district or any other special taxing district or other entity.

G. Other than as may be set forth herein, there is no litigation or legal proceeding pending or to Seller's present, actual knowledge threatened which relates to or affects the Property or which would impair or otherwise adversely affect this Contract, Seller's performance hereunder and/or Buyer's use of the Property for the Intended Use. Buyer is specifically advised and does hereby acknowledged that Seller has negotiated a settlement with Dennison and Rebecca Wi of a dispute related to an unauthorized encroachment on the

property owned by Seller whereby, the encroachment will be eliminated prior to Closing hereunder.

H. Seller has not entered into any other contracts, agreements or understandings, verbal contracts or agreements, oral or written, for the sale or transfer of any portion of the Property, other than as set forth herein.

I. Seller has not made any commitments to any governmental unit or agency, utility company, authority, school board, church or other religious body, or to any other organization, group or individual relating to the Property which would impose any obligations upon Buyer to make any contributions of money or land or to install or maintain any improvements, except as may be set forth in the Commitment.

J. To Seller's present, actual knowledge, without any investigation whatsoever, the Property has not been registered or certified as "historic" by any local, state or federal governmental entity or historic commission.

K. To Seller's present, actual knowledge, neither the execution and delivery of this Contract, nor compliance with the terms and conditions of this Contract by Seller, nor the consummation of the sale, constitutes or will constitute a violation or breach of any agreement or other instrument to which it is a party, to which it is subject or by which it is bound.

L. For purposes of this Paragraph 12, the term "to Seller's knowledge" or words of similar import shall mean the current conscious awareness of facts or other information of the Seller, its officers, agents and employees, without any inquiry or investigation whatsoever, all of whom are acting solely in their capacity as officers, agents or employees of Seller or an affiliate of Seller and are in no manner expressly or impliedly making any of these representations in an individual capacity. The statements and representations of Seller set forth in this contract shall be true and reaffirmed in writing at the Closing and shall survive the Closing.

M. If, after the Effective Date, any event occurs or condition exists of which Seller has knowledge or about which Seller receives information which renders any of the representations contained herein untrue or misleading, Seller shall promptly notify Buyer in writing and Buyer, as Buyer's sole and exclusive remedy, shall thereafter have the option to terminate this Contract within thirty (30) calendar days of receipt of Buyer's written notice. In the event of such termination, Escrow Agent shall disburse the Earnest Money Deposit (or the portion thereof prior to closing, theretofore deposited with Escrow Agent), to Buyer in which event all payments made by Buyer to Seller shall remain the sole property of Buyer, this Contract shall be deemed null and void and Buyer and Seller shall be relieved from all liabilities and responsibilities hereunder except

as specifically provided otherwise herein, including, without limitation, those set forth in Paragraph 6 above.

13. Representations, Acknowledgments and Warranties of Buyer. Buyer represents, acknowledges and warrants to Seller that:

A. Buyer has the power, right and authority, and is duly authorized, to enter into this Contract, to perform each and all of the matters and acts herein provided, and to execute and deliver all documents provided hereunder.

B. To the best of Buyer's knowledge, neither the execution and delivery of this Contract, nor the compliance with the terms and conditions of this Contract by Buyer, nor the consummation of the sale, constitutes or will constitute a violation or breach of any agreement or other instrument to which it is a party, to which it is subject or by which it is bound.

C. In addition to any applicable special assessments as may be provided by applicable law by any governmental entity, the Property is part of the Sandhill Commons Property Owners Association and is subject to assessments in accordance therewith.

14. Default. In the event that Buyer fails to perform any of the covenants of this Contract on its part to be performed, subject to the title, survey and inspection periods set forth in Paragraphs 4 and 5, or refuses to perform its obligations under this Contract and such failure or refusal is not cured within ten (10) days after Notice from Seller the Earnest Money Deposit shall become the sole property of Seller. Seller's retention of the deposit shall constitute liquidated damages and be Seller's sole remedy for any breach of this Contract by Buyer (except to the extent that Buyer damages Seller's Property), it being agreed that (i) the deposit and any interest earned thereon is a reasonable estimate of and bears a reasonable relationship to the damages that would be suffered and costs incurred by Seller as a result of having withdrawn the Property from sale and the failure of closing to occur due to a default of Buyer under this Contract; (ii) the actual damages suffered and costs incurred by Seller as a result of such withdrawal and failure to close due to a default of Buyer under this Contract would be extremely difficult and impractical to determine; (iii) Buyer seeks to limit its liability under this Contract to the amount of the payments made, and to be made, and any interest earned thereon if this Contract is terminated and the transaction contemplated by this Contract does not close due to a default of Buyer under this Contract; and (iv) such amount shall be and constitute valid liquidated damages. Notwithstanding the foregoing, the indemnity provisions contained in Paragraph 5 shall not be subject to the foregoing liquidated damages provisions. If Seller fails to perform any of the covenants of this Contract on its part to be performed or refuses to perform its obligations under this Contract and such failure or refusal is not cured within twenty (20) days after Notice from Buyer, Buyer may at its option: (i) terminate this Contract whereupon the payments made by Buyer to Seller shall be returned and Seller shall be released and relieved of all obligations or liabilities under this Contract; or (ii) proceed in equity in an action for specific performance to enforce its rights under this Contract, or if

specific performance is not an available remedy, then an action for damages and any other remedies available at law, or in equity.

15. Assignability. Buyer may not assign its interest herein without the prior written consent of the Seller, which consent shall not be unreasonably withheld, conditioned or delayed. Seller may, in its sole discretion, assign any and all rights and obligations hereunder, provided Seller shall remain liable for an action for damages and any other remedies available at law, or in equity, in the event Buyer is unable to pursue an action for specific performance following a default by Seller. Any assignment shall be in writing and a copy of such assignment executed by both assignor and assignee shall be delivered to Buyer or Seller, as the case may be. Provided; however, Buyer shall be permitted to assign this Contract to a limited liability company or other entity established by Buyer for purposes of receiving Title to the subject property. Said assignment shall not relieve or release Buyer of any obligations or liability hereunder. Buyer shall notify Seller as soon as practical and no later than thirty (30) days prior to closing of the name and address of said entity and the name of the representative thereof who is authorized to complete the Closing.

16. Litigation and Attorneys' Fees. In the event it shall be necessary for either party to this Contract to bring suit to enforce any provision hereof or for damages on account of any breach of this Contract or of any warranty, covenant, condition, requirement or obligation contained herein, the prevailing party in any such litigation, including appeals, shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and a reasonable attorneys' fee as fixed by the Court.

17. Survival of Provisions. The provisions of this Contract shall not survive the closing hereunder except as expressly provided elsewhere in this Contract.

18. Time of Essence. It is expressly agreed by both the Seller and Buyer that time is of the essence of this Contract and in the performance of all conditions, covenants, requirements, obligations and warranties to be performed or satisfied by the parties hereto. Waiver of performance or satisfaction of timely performance or satisfaction of any condition, covenant, requirement, obligation or warranty by one party shall not be deemed to be a waiver of the performance or satisfaction of any other condition, covenant, requirement, obligation or warranty unless specifically consented to in writing. Unless otherwise expressly provided herein, all periods for performance, approval, delivery or review and the like shall be determined on a "calendar" day basis. If any day for performance, approval, delivery or review shall fall on a Saturday, Sunday or legal holiday, the time therefore shall be extended to the next business day.

19. Notices. Any notice or other communication permitted or required to be given hereunder by one party to the other shall be in writing, shall be effective upon receipt and shall be delivered by registered or certified United States Mail, postage prepaid, return receipt requested, or by facsimile or telecopy transmission or electronic mail, with acknowledgment of receipt upon transmission (provided that if notice is sent by facsimile or telecopy transmission

or electronic mail, it must also be sent by one of the other methods of delivery specified herein), to the party entitled or required to receive the same, as follows:

TO SELLER:	City of Clermont 685 West Montrose Street Clermont, FL 34711 Attn.: City Manager Fax: (352) 394-4087
WITH A REQUIRED & COPY TO:	de Beaubien Knight, Simmons, Mantzaris Neal, LLP 332 North Magnolia Avenue Orlando, Florida 32801 Attention: Daniel F. Mantzaris, Esquire Phone: (407) 422-2454 Fax: (407) 992-3541 e-mail: dfm14@dbksmn.com
TO BUYER:	Golden Fonesca Investments, LLC. _____ _____ Attention: _____ Fax: _____

20. Governing Law and Binding Effect. This Contract and the interpretation and enforcement of the same shall be governed by and construed in accordance with the laws of the State of Florida and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto as well as their respective heirs, personal representatives, successors and assigns.

21. Integrated Contract, Waiver and Modification. This Contract represents the complete and entire understanding and agreement between the parties hereto with regard to all matters involved in this transaction and supersedes any and all prior or contemporaneous agreements, whether written or oral. No agreements or provisions, unless incorporated herein, shall be binding on either party hereto. This Contract may not be modified or amended nor may any covenant, agreement, condition, requirement, provision, warranty or obligation contained herein be waived, except in writing signed by both parties or, in the event that such modification, amendment or waiver is for the benefit of one of the parties hereto and to the detriment of the other, then the same must be in writing signed by the party to whose detriment the modification, amendment or waiver inures.

22. Brokerage. Seller and Buyer acknowledge and agree no agent or broker has acted on behalf of Seller and that Byron Carter of Parkland International Realty has acted as Buyers broker/agent. Buyer shall be responsible for any commission or compensation for its broker/agent and no commission shall be paid at closing out of Seller's proceeds. The Seller and Buyer agree to indemnify, defend and hold the other harmless from and against any commissions or fees or claims for commissions or fees arising under the indemnifying party, which

indemnification shall expressly survive the termination of this Contract and the closing of the sale and purchase of the Property contemplated by this Contract.

23. Joinder of Escrow Agent. Daniel F. Mantzaris, Esq. at deBeaubien, Knight, Simmons, Mantzaris & Neal, LLP, joins in the execution of this Contract for the express purpose of agreeing and acknowledging the terms and conditions related to the retention and disbursement of the Earnest Money Deposit funds herein.

24. Effective Date. The “Effective Date” of this Contract shall be the date upon which this Contract is last signed by Seller and Buyer.

25. Counterparts. This Contract may be executed in counterparts by the parties hereto and each shall be considered an original, but all such counterparts shall be construed together and constitute one Contract between the parties hereto.

26. Interpretation. Seller and Buyer acknowledge each to the other that both they and their counsel have reviewed this Contract and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any Exhibits hereto.

27. Facsimile/PDF. Facsimile or PDF copies of this Contract executed by Seller or Buyer shall operate as and may be relied upon as an original signature.

[remainder of page intentionally left blank]

[signatures on following page]

IN WITNESS WHEREOF, Seller and Buyer have each caused this Contract for Sale and Purchase to be executed as of dates set forth below.

SELLER:

City of Clermont

By: _____
Tracy Ackroyd Howe, City Clerk

By _____
Gail L. Ash, Mayor

Date: _____

BUYER:

Witnesses:

Golden Fonesca Investments, LLC

Printed Name: _____

By _____

Printed Name: _____

Title: Manager
Date: _____

Escrow Agent:

deBeaubien, Knight, Simmons,
Mantzaris & Neal, LLP

By: _____
Daniel F. Mantzaris

Date: _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 8, 2016		
Agenda Item Name		
Lien Release <i>Freeman</i>		
Requested Action		
Move to deny the reduction of the fine and release of the lien.		
Staff Report		
This request was originally heard by the Council on January 12, 2016 but was tabled to the March 8, 2016 agenda to allow for more discussion. This request is regarding a lien on vacant property located south of S.R. 50 and west of Second Street (Alternate Key 1611547). The property owner is listed as Clara Freeman, et al c/o James Freeman of Atlanta. The property had two code cases (11-743 and 12-860) for property maintenance violations. The order imposing an administrative lien was approved April 19, 2013 and was recorded in the Public Records of Lake County. The Code Enforcement Board authorized foreclosure of the lien in November 2013. The City's Code Enforcement Division issued an Affidavit of Compliance on November 3, 2015. Fines of \$289,750 accrued at \$250/day while the property was out of compliance. The property owners, Donald E. Freeman and James C. Freeman, had a purchase contract on the property and are requesting elimination of the fine and release of the lien. (This property was the subject of a variance request, also on the January 12, 2016 Council agenda, that was denied.) The City incurred administrative expenses in pursuing this matter, and it is staff's recommendation that a full waiver of the fine/lien is not appropriate given the time the property was not in compliance. Staff will defer to the City Council to make a decision after the property owner has made a request to the Council at the meeting. Upon Council approval, and after payment, if applicable, has been processed, the lien will be released from the property.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		

1.	Request	Letter to Code Enf Board_Freeman.pdf
2.	Location Map	Location Map Freeman.doc
3.	City Attorney Memomorandum	grayFreemanCEBlien (2).pdf
4.	Affidavit of Compliance	Freeman Affidavit of Compliance.pdf

Freeman Law Firm

One Linden Place, Suite 101-A, Hartford, CT 06106
Phone 860-728-0359 Fax 860-249-5163
donefree@aol.com

Attorney Donald E. Freeman

Of Counsel, Brandon D. Freeman*

*Admitted in CT and MA

November 6, 2015

Code Enforcement Board
City of Clermont, Florida
W. Montrose St.
Clermont, FL 34711

RE: Case No: CEB 12-860
Vacant Lot 200 BLK, Hwy. 50

Request for waiver of the lien on the subject property

Dear Sir or Madam:

My brother James Freeman and I are the only offspring of James C. Freeman and Clara M. Freeman, who were the prior owners of the property, both long deceased.

Our mother outlived our father, but for a few years before her death she was in a nursing home in Sanford, Florida. She suffered from, among other conditions, Alzheimer's and was unable to do anything with the property.

For several years prior to and after her death, my brother and I paid taxes to the City of Clermont on the subject property, and paid to have the subject property mowed and maintained. Because the property was vacant land only, there was never any rents or any type of income derived by us or anyone from the property. We were frequently told the maintenance fees on the property were much more than normal because people used the lot as a dump site. My brother and I have both lived out of Florida for some 40 plus years, so

we could not monitor the property. We did have it on the sale market for many, many, years, without success. Finally, the expenses were simply too much to pay.

We now have a signed agreement to sell the property for an amount which is substantially less than the subject liens on the property. For these reasons, we ask the City consider a full waiver of the lien. We understand the new prospective owners have substantial holdings in Clermont, and they have the financial wherewithal to maintain the property.

Sincerely,

A handwritten signature in dark ink, appearing to be a cursive representation of the names Donald E. Freeman and James C. Freeman.

Donald E. Freeman and James C. Freeman

FREEMAN LIEN



DE BEAUBIEN, KNIGHT, SIMMONS, MANTZARIS & NEAL, LLP

ATTORNEYS AND COUNSELORS AT LAW

A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS

Post Office Box 87

332 North Magnolia Avenue

Orlando, Florida 32802-0087

(407) 422-2454

Telefax (407) 992-3541

Writer's e-Mail: dfm14@dbksmn.com

M E M O R A N D U M

TO : Darren Gray, City Manager

FROM : Daniel F. Mantzaris, City Attorney

DATE : December 28, 2015

RE : Code Enforcement Lien Reduction Request
Property Owner: Clara Freeman
Property Location: Vacant Lot 200 Blk Hwy 50

In 2012 the City initiated a code enforcement case related to the above-referenced property for violation of the City Code, related to the failure to maintain this vacant property. The property was overgrown with weeds, contained a dead and dangerous tree and was a harbor for rodents.

At its July 17, 2012 meeting the Board issued a Findings of Fact, Conclusion of Law and Order giving the Respondent until August 21, 2012 to correct the violations or a fine of \$250 per day would accrue. Subsequently the code violations were not corrected and after several attempts to contact the property owner and a posting of a "For Sale" sign on the property, the City Staff requested the Code Enforcement Board impose a fine and create a lien. By Order dated April 19, 2013, the Board imposed an administrative fine and created a lien on the property. Finally, based on an inspection conducted on October 29, 2015, Code Enforcement Officer Evie Wallace verified that the property was in compliance with the City Codes. Since the initial compliance date of August 21, 2012 and October 29, 2015, the date compliance was met, the lien has accrued at \$250 per date for a total lien amount of \$289,750. See the attached Affidavit of Compliance.

Apparently, the representatives of the record title owner of the property have agreed to sell the property to a third party. As a result, the representatives have requested that the City Council reduce or waive the existing lien on the property and, presumably, facilitate the sale. As you are aware, by Statute, a code enforcement lien runs in favor of the City and therefore, only the City Council can reduce or waive a lien. As a result, this

Memorandum to Darren Gray
December 28, 2015
Page 2

matter will be on the January 12, 2016 agenda for consideration of the property owner's request.

It is staff's assumption that the owner is seeking a complete waiver of the amount of the fine and the lien. As is evident by the amount of the fine, this has been an ongoing matter for the City. We have little information regarding the pending transaction or the justification for a waiver or significant reduction of the fine and therefore, are not in a position to offer any recommendation to the Council. As a result, although it is staff position that a complete waiver of the fine/lien should not be granted by the Council in this longstanding matter, since we have little information as to the reasons for the request, staff will defer to the City Council to make a decision, after the owner has made its request to the Council at the meeting.

If you have any questions, please do not hesitate to contact me.

cc: Barbara Hollerand

City of Clermont

P.O. BOX 120219, CLERMONT, FLORIDA 34712-0219

AFFIDAVIT OF COMPLIANCE

In the matter of:

Case # CEB 11-743
Clara Freeman Et Al
C/O James Freeman
PO BOX 98182
Atlanta, GA. 30359

Regarding violation address: Vacant lot 200 Blk SR50 (Alt key# 1611547), Clermont. FL .
34711.

Personally appeared before me, Evie Wallace Code Enforcement Officer of the City
of Clermont:

1. That on **July 20th, 2011**, the Code Enforcement Board held a public hearing and issued an Order in the abovementioned case.
2. That, pursuant to said Order, the Respondent was to have taken certain corrective action by or before **August 23rd, 2011** for this violation or a \$250.00 per day fine was to be imposed.
3. That, an inspection was performed on **October 29th, 2015** and found that the corrective action ordered by the Board was completed.
4. X In accordance with the Board's order, a fine of \$ 250.00 per day accrued from August 23rd, 2011, to October 29th, 2015 per calendar day with a grand total amount due **\$289,750.00**.

- In order to close this case, please pay total amount to CITY OF CLERMONT with case# attached. City Hall is located at 685 W. Montrose St. Clermont FL. 34711 or call 352-394-4083 and ask for Development Services.
- **If a reduction of the lien is requested, an appearance to the City Council will be required. A letter with the case information and reason for the reduction is required to be submitted to me by mail or email if signature is attached.**

Please contact me should you have any questions.

(OR)

___ No further action is required, no fine has accrued, and the case is closed.

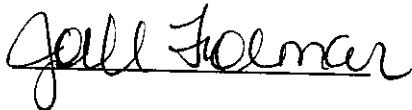
Sworn to and subscribed before me this ___ 3rd ___ day of NOVEMBER 2015.



Evie Wallace
Code Enforcement Supervisor
City of Clermont, 685 W. Montrose Street
Clermont, FL. 34711
352-241-7304
ewallace@clermontfl.org

The forgoing instrument was acknowledged before me this 3rd day of NOVEMBER 2015, by
Evie Wallace as the Code Enforcement Officer for the City of Clermont, who is
personally known to me and who did take an oath.

Signature



Printed Name



JOELL FOLMAR
MY COMMISSION # FF 009885
EXPIRES: June 26, 2017
Bonded Thru Budget Notary Services



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 8, 2016		
Agenda Item Name		
Ordinance No. 2015-74 <i>Final Special Events</i>		
Requested Action		
Move to approve Ordinance 2015-74.		
Staff Report		
The Fire Department, as well as all other departments involved in the management of special events, request the Council adopt the Ordinance. The Ordinance will provide a standardized approach to the management of special events hosted or held in the City. The intent is to streamline the process and prevent the management of special events on a case by case basis.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Special Events Ord 2015-74 Special Events Ord.pdf		
2. Ad 2015-74.docx		

CITY OF CLERMONT
ORDINANCE No. 2015-74

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CITY CODE CHAPTER 54 “STREETS, SIDEWALKS AND OTHER PUBLIC PLACES”, CREATING ARTICLE IV “SPECIAL EVENTS”, PROVIDING FOR PURPOSE AND INTENT; DEFINITIONS; PERMIT REQUIRED/EXEMPTION; APPLICATION FOR PERMITS; POLICE PROTECTION; FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES; LIMITATIONS; CONFLICT; SEVERABILITY; CODIFICATION; AND AN EFFECTIVE DATE.

WHEREAS, The City Council recognizes the impact that Special Events have on the availability of City services and also on the health, safety and welfare of the citizens of the City of Clermont, Florida; and

WHEREAS, the permitting, planning and implementation of events on public streets, sidewalks, property and places and certain non-public real property within the City, requires various City staff departments; including the Police, Fire, Public Works, Development Services, and Parks and Recreation Departments, to collaborate in an effective process to review and approve Special Events in the best interests of the citizens of Clermont.

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

SECTION 1

Chapter 54, “Street, Sidewalks and Other Public Places, Article IV “Special Events”, Section 54-100 – 54-110 of the Code of the City of Clermont, Florida, is hereby created to read as follows:

Article IV. Special Events

Section 54-100 Purpose and intent

The purpose and intent of this Article is to establish a permitting process for Special Events held on “regulated property” within the City limits that, among other things, because of their nature, create traffic control, crowd control, public safety, sanitation and/or other public health, safety and welfare issues of a nature sufficient to require review by the Police Department, the Fire Department, the Development Services Department, the Parks and Recreation Department, Public Works, and other City staff as deemed necessary. The City Manager is authorized and shall adopt a Special Events Policy to ensure compliance and efficient implementation of the terms of this Article.

CITY OF CLERMONT
ORDINANCE No. 2015-74

Section 54-101 Definitions

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly requires otherwise:

1. “*Advertise*” is the act of publicly announcing or calling public attention to a person, thing, place, or event and shall include, but not be limited to, the distribution of handbills or mass mailings, the use of outdoor advertising and announcements by radio, television, or newspaper. Distribution also includes the use of electronic media to include email, internet, social media sites, and other electronic means.
2. “*Event Organizer*” means a business, Corporation, Limited Liability Company, individual, or any other legal entity which organizes, sponsors, or operates a Special Event.
3. “*Regulated Property*” means all real property located within the municipal boundaries of the City of Clermont, to include the waterways, access points and lakes or other bodies of water under the control of the State of Florida or Lake County Board of County Commissioners whose use may require action by City resources such as, but not limited to, the Police, Fire or Public Works Departments. Any property within the City of Clermont owned by the Lake County School Board is exempt from this definition and the applicable requirements of this Ordinance.
4. “*Parade*” is any procession, march or assembly wherein the participants travel by foot, vehicle or otherwise in or upon any street, sidewalk, public right-of-way, bicycle path, public property, or public parking facility within the City; provided, however, that “parade” shall not include a peaceful procession or peaceful picketing that is conducted off the street or roadway in conformance with all traffic laws, City ordinances and State Statutes and not in a manner as to obstruct vehicular or pedestrian traffic.
5. “*Public Use*” is any lawful utilization of City owned parks, grounds, or other facilities which is not prohibited by any applicable regulation, ordinance, or law and which does not in fact interfere with, or tend to interfere with or obstruct the use of the park grounds or facilities by the general public or by any other person or person previously authorized to utilize the same.
6. “*Special Event*” means a temporary assembly held on regulated property within the City of Clermont, not regularly used by the event organizer to conduct its business or affairs. Special Events may be “for profit” or “not-for-profit”. A Special Event shall include, but not be limited to, any ceremony, exhibition, show, concert, pageant, rally, private entertainment events, seasonal holiday sales, professional performances, concerts, parades, street dances, sporting events, festivals, competitions, art shows, runs/ races/ walks or assembly which is intended and/or designed or advertised with the goal of attracting participation of more than two hundred fifty (250) people and any event where fireworks shall be used, exploded or displayed.

CITY OF CLERMONT
ORDINANCE No. 2015-74

7. *“Firework”* shall mean and include any combustible or explosive composition, or any substance or combination of substances, or, except as hereinafter provided, any article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation, and shall include blank cartridges and toy cannons in which explosives are used, the type of balloons which require fire beneath to propel the same, firecrackers, torpedoes, skyrockets, Roman Candles, Daygo Bombs, and any fireworks containing any explosive or flammable compound or any tables or other device containing any explosive substance.

Section 54-102 Permit Required/ Exemptions

1. All Special Events held on regulated property within the City of Clermont require a Special Events Permit in accordance with the provisions of this Ordinance, unless expressly exempted. No event organizer required by this Ordinance to obtain a Special Events Permit shall advertise, engage in, participate in, aid, form, or start any Special Event prior to obtaining a Special Events Permit from the City of Clermont.
 - a. Special Events requiring a permit shall be any event or activity; other than the normal day to day or seasonal operations of concerns licensed or established within the City of Clermont, which is designed, advertised, or intended to attract the participation or attendance of more than two hundred fifty (250) people.
 - b. Special Events requiring notification only shall be any events or activities, other than the normal day-to-day or seasonal operations of concerns licensed or established within the City of Clermont which is designed or intended to attract the participation of more than one hundred (100) but less than two hundred fifty (250) people.
2. The City of Clermont, including any and all departments within, is exempt from the special permitting process.
3. Any event held on the water which expects a daily attendance of 250 persons or greater, or serves alcohol, or by nature of the event creates traffic control, crowd control, public safety, sanitation and other public health, safety and welfare issues requires a Special Events Permit.
4. Any existing business or establishment within the City of Clermont that holds, sponsors, supports, or otherwise provides for an event at that establishment which is outside of the normal scope of the intended business practices requires a Special Events Permit if:
 - a. The daily attendance of the event is greater than 250 persons, or
 - b. Alcohol is served at the event, or

CITY OF CLERMONT
ORDINANCE No. 2015-74

- c. Because of the nature of the event creates traffic control, crowd control, public safety, or sanitation and other public health, safety and welfare issues
- 5. The issue of a Special Events Permit by the City of Clermont shall not relieve any person from the duty to secure other permits or approvals as may be required by the City Code to include, but not be limited to, a Business Tax Receipt, street closure authorization, or other permits/authorizations.
- 6. Applicant shall not advertise or promote any event prior to receiving an approved Special Events Permit.

Section 54-103 Application for Permit

Any person or entity seeking the issuance of a Special Events Permit shall file an application with the Parks and Recreation Department for all events occurring on City owned property and with the Fire Department Fire Prevention Division for all events occurring on privately owned property as set forth herein.

1. Filing Period.

All Special Events applications shall be for a single event, and shall not be valid for reoccurring future events. A complete application with all required documents for a Special Events Permit shall be filed with the Parks and Recreation Department or Fire Prevention Division of the Fire Department not more than three hundred sixty five (365) days before, and not less than thirty (30) calendar days before the date and time at which it is proposed to commence the event.

2. Contents.

The application shall; at a minimum, state the following:

- a. The name of the event organizer, sponsor or responsible person or entity.
- b. The mailing address, email address, and telephone number of the event organizer, sponsor or responsible person or entity.
- c. If the event is to be conducted for, on behalf of, or by an organization; the name, address, and telephone number of the headquarters of the organization and of the authorized and responsible heads of such organization.
- d. The specific location of the proposed special event.
- e. The date of the special event and the hours of operation.
- f. The approximate number of spectators and/or participants present or participating in the event.

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- g. A designation of any public facilities or equipment proposed to be utilized.
- h. State permit if state roadway is to be used.
- i. If the event is a parade, the following additional information shall be required:
 - 1. The exact location or any marshalling or staging areas for the parade;
 - 2. The time at which units of the parade will begin to arrive at the staging areas and the times at which all such units will be disbursed from;
 - 3. The exact route to be traveled, including the starting point and termination point;
 - 4. The approximate number of persons who, and animals and vehicles which, will constitute the parade; the types of animals and description of the vehicles;
 - 5. A statement as to whether the parade will occupy all or only a portion of the width of the street, roadway, or sidewalks to be used;
 - 6. A general description of the activities to be conducted at the special event together with attendance estimates.
- j. Proof of general liability insurance with the City of Clermont named as an additional insured, if the event is held on public or City owned property.
- k. A security plan with the name of the company providing staffing; including certified crowd managers if applicable, for the special event. A predetermined manpower allocation table shall be used as a guideline in order to determine how many officers with arrest powers will be assigned to the special event; if any. The Chief of Police or designee may adjust the requirement of officers with arrest powers as he or she determines necessary.
- l. A site plan, which shall show at a minimum the following:
 - 1. The dimensions and locations of all permanent and proposed temporary structures to be located on the property. Should any temporary structures be required for the event, the applicants will be responsible for obtaining all necessary Building Permits and meeting all requirements of applicable Building and Fire Codes;
 - 2. Ingress and egress locations. Access to the site must not impede normal traffic flow on adjacent roadways;

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3. The capacity and location of restroom facilities; either permanent or temporary, sufficient to meet the anticipated demand at the event;
 4. Adequate provision for solid waste collection and disposal;
 5. A parking plan with all on-site and overflow parking, if necessary, and proposed traffic flow; in addition to any necessary traffic control devices at the special event location.
- m. A list of all concessionaires and vendors in addition to the event organizer, if any.
 - n. A Certificate of Good Standing certifying that the event organizer is authorized to do business in Florida, if the event organizer is a Corporation or Limited Liability Company or some other business entity required to be registered with the Department of State.
 - o. Copies of all fliers, handbills, newspaper advertisements and other advertising that the event organizer anticipates using to promote or advertise the special event.
 - p. Written proof of permission from the owner of the regulated property for the use of said property by the event organizer for the special event. The owner shall be required to sign the application and agree to any conditions placed on the special event by the City. If the owner of the property is the City or the property is public property, this term shall not be required.
 - q. Copies of all required federal, state and local business or regulatory licenses required to be held by the event organizer.
 - r. Any other documentation or information that City staff or the City Council; upon appeal, determines to be reasonably necessary to properly evaluate the application.
3. Fees.

A non-refundable application fee as approved by Resolution of the City Council shall be paid to the City of Clermont at the time the application is filed.

CITY OF CLERMONT
ORDINANCE No. 2015-74

4. Decision and Appeal.

The City Manager or his designee shall review the completed application. If the application for a permit is denied, the applicant may appeal the denial to the City Council by submitting a written request for appeal to the City Manager within thirty (30) days of the date of denial. The City Council shall review the matter at its next available regular meeting and shall review the application together with all supporting documentation and city departmental comments considered by the City Manager or his designee in making his decision. The City Council may uphold, overturn or revise the decision of the City Manager or his designee and the City Council's decision shall be final.

Section 54-104 **Police Protection**

After obtaining as much information as the Chief of Police or his or her designee reasonably deems necessary regarding a Permit application, it shall be determined whether and to what extent additional police protection reasonably will be required for the event for purposes of traffic, crowd control, and security. If additional police protection for the event is deemed necessary by the Chief of Police or his or her designee, he or she shall so inform the applicant for the Permit. The applicant then shall have the duty to secure police protection acceptable to the Chief of Police or his or her designee at the sole expense of the applicant, and shall prepay the expenses of such protection as required. The Chief of Police or his or her designee shall consider what additional manpower, equipment and supplies are needed, as well as any other items or expenses which will be necessary.

Section 54-105 **Fire Protection and Emergency Medical Services**

After obtaining as much information as the Fire Chief and Fire Marshal or their designee reasonably deems necessary regarding a Permit application, it shall be determined as to the need for on-site fire watch, crowd managers, or emergency medical personnel. The Fire Marshal or his or her designee shall consider such factors as the location, number of anticipated participants and spectators, and type of event; including the application of appropriate Codes and Ordinances. If fire watch, crowd managers and/or emergency medical personnel for the event are deemed necessary by the Fire Chief or Fire Marshal, he or she shall so inform the applicant who shall have the responsibility to secure fire watch, emergency medical personnel, and/or crowd managers reasonably acceptable to the Fire Chief and/or Fire Marshal or their designee at the sole expense of the applicant and shall prepay the expenses of such protection. Only state certified licensed professional fire/emergency medical personnel shall be used for this purpose; preferably City of Clermont Fire Department employees and equipment. The conduct of the event shall not introduce extraordinary hazards to fire protection and/or life safety in the immediate or adjacent areas.

CITY OF CLERMONT
ORDINANCE No. 2015-74

Section 54-106 **Limitations**

No Permit issued under this section shall extend for a period of more than three consecutive days. Any break in the event shall require the issuance of a separate Special Events Permit. Seasonal holiday sales may extend beyond 3 days, but shall not extend beyond 30 days prior to the applicable holiday.

Section 54-107 - 110 Reserved

SECTION 2 Conflict.

All Ordinances or parts of Ordinances, all City Code Sections or parts of City Code Sections, and all Resolutions or parts of Resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 3 Severability.

Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be invalid.

SECTION 4 Codification.

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

SECTION 5 Effective Date.

This Ordinance shall be effective immediately upon its adoption as provided by law.

CITY OF CLERMONT
ORDINANCE No. 2015-74

PASSED AND ADOPTED by the City Council of the City of Clermont, this 8th day of March, 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 12, 2016 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2015-74

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CITY CODE CHAPTER 54 "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES", CREATING ARTICLE IV "SPECIAL EVENTS", PROVIDING FOR PURPOSE AND INTENT; DEFINITIONS; PERMIT REQUIRED/EXEMPTION; APPLICATION FOR PERMITS; POLICE PROTECTION; FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES; LIMITATIONS; CONFLICT; SEVERABILITY; CODIFICATION; AND AN EFFECTIVE DATE.

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
December 29, 2015



AGENDA ITEM

Meeting Date		
Tuesday, March 8, 2016		
Agenda Item Name		
Variance Request <i>Hunters Run</i>		
Requested Action		
Move to approve the variance request.		
Staff Report		
The applicant is requesting private streets with gates for the Hunters Run subdivision located on Hartwood Marsh Road. The subdivision is nearing completion, and the applicant has already designed the streets to City standards. In the early stages of construction, the developer faced an immediate safety concern regarding cut-through traffic speeding around construction workers. The developer approached the City Council with an urgent request to block off the entrance to the subdivision. The City worked with the developer to temporarily block off the entrance, but the request was never formally prepared in the form of an official variance request. The applicant/developer is now formally requesting this variance to create private streets with gates. Section 86-174 of the land development code (LDC) requires a positive finding on eight items in order to grant a variance, and staff believes that all eight have met these findings. Therefore, staff recommends approval of the variance request.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Findings	Findings.doc	
2. Location Map	Location Map.doc	
3. Application	Application.pdf	
4. Legal ad	VAR Legal AD.docx	

Hunters Run 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: Heavy use by adjacent residences to cut thru phase 1 to get to adjacent school caused safety issues so access control via gates needed.

Staff comments: Other adjacent subdivisions already have approved private streets with gates.

Positive finding

- (2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;
Applicant response: Created by nearby residents, likely to avoid left turn delay movements from southbound Hancock Road to eastbound Hartwood Marsh Road.

Staff comments: Although the applicant /developer is requesting this variance, the community as a whole desires this amenity for their subdivision.

Positive 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: Adjacent Hartwood Pines has implemented road barriers at the Hartwood Marsh Road entrance instead of installing expensive gates, but this goes against code Section 110-192 (4) min 2 points of access into each subdivision of 25 lots or more.

Staff comments: Other adjacent subdivisions already have approved private streets with gates.

Positive finding

- (4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded;
Applicant response: The gates were installed during phase 1. The city council approved the replat of phase 1 to have private streets for gating. These gates (2 entrances) were very expensive but solved a safety issue.

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: *No additional traffic control has been needed.*

Staff comments: *Staff agrees, private streets are recommended.*

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: *Gated communities with private streets are common (e.g. Kings Ridge, Heritage Hills, ect.)*

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: *Gated communities typically increase surrounding property values.*

Staff comments: *The proposed variance does not 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: *Gating is allowed per code via variance request and safety has been improved by these gates for the past several years they have been in operation.*

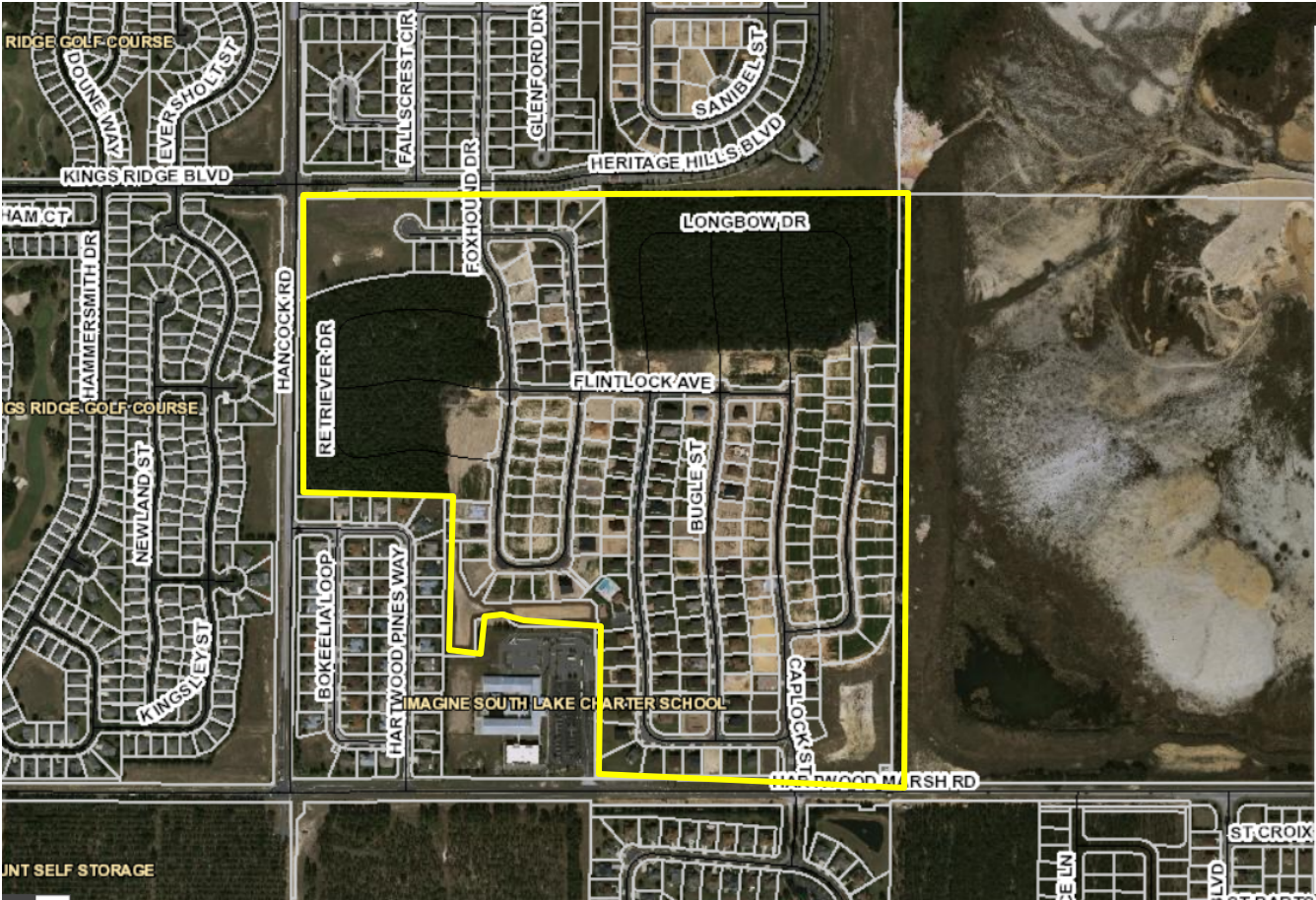
Staff comments: *Staff feels that granting the variances will not be injurious to the surrounding properties.*

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 **all** eight have met these findings. Therefore, staff recommends **approval** of the variance requests by the applicant to the Clermont Land Development Code.

Location Map:





CITY OF CLERMONT
VARIANCE
Application

DATE: Feb 5, 2016

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): Hunter's Run

APPLICANT: Denham Engineering, LLC

CONTACT PERSON: Brian Denham, P.E.

Address: 5212 Timberview Terrace

City: Orlando State: FL Zip: 32819

Phone: 407-217-5487 Fax: n/a

E-Mail: brian@denhameng.com

OWNER: Standard Pacific of Florida, a Florida General Partnership

Address: 444 W. New England Ave. Suite 220

City: Winter Park State: FL Zip: 32789

Phone: 407-645-6544 Fax: _____

Address of Subject Property: 320 lot subdivision off Hancock Road

General Location: SE corner Hancock Road & Heritage Hills Blvd.

Legal Description (include copy of survey): see attached survey

Land Use (City verification required): Low Density Residential

Zoning (City verification required): R-1



CITY OF CLERMONT

VARIANCE

Application

Page 2

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

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:

Sec. 110-192. - Layout (1) There shall be no private streets or easements for street use platted in any subdivision unless a variance is granted by the city council.

What are you proposing to do that would require a variance and why? Gating an existing residential subdivision.

How does the Code create a hardship? Code simply requires variance for gates.

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

Variance requested – subject and code section: Sec 110-192(1). Heavy use by adjacent residents to cut thru phase 1 to get to adjacent school caused safety issues so access control via gates needed.

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;

Heavy use by adjacent residents to cut thru phase 1 to get to adjacent school caused safety issues so access control via gates needed.

(2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;

Created by nearby residents. likely to avoid left turn delay movements from southbound Hancock Road to eastbound Hartwood Marsh Road.



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;

Adjacent Hartwood Pines has implemented road barriers at the Hartwood Marsh Road entrance instead of installing expensive gates, but this goes against code Section 110-192 (4) min 2 points of access nto each subdivision of 25 lots or more.

(4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded;

The gates were installed during phase 1. The city council approved the re-plat of phase 1 to have private streets for gating. These gates (2 entrances) were very expensive but solved a safety issue.

(5) The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure;

No additional traffic control has been needed.

(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;

Gated communities with private streets are common (e.g. King's Ridge, Heritage Hills, etc.)

(7) The proposed variance will not substantially diminish property value in, or alter the essential character of, the area surrounding the site; and

Gated communities typically increase surrounding property values.



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.

Gating is allowed per code via variance request and safety has been improved by these gates for the past several years they have been in operation.

J. Brian Denham, P.E.

Applicant Name (print)

X

Applicant Name (*signature*)

Richard Rosello

Owner Name (print)

X

Owner Name (*signature*)

******* NOTICE *******

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY IN PROCESSING AND WILL NOT BE SCHEDULED UNTIL SUCH CORRECTIONS ARE MADE. APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.

City of Clermont

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



ARTICLE IV. VARIANCES

Sec. 86-171. Permitted variances; exclusions.

(a) *Hardship relief.* A hardship may exist in which the strict application of one or several requirements of this land development code would render a parcel incapable of reasonable use. Specified provisions set forth in this land development code or in the development standards may be waived when, because of the particular physical shape, surroundings or topographical condition of the property, compliance would result in a particular hardship upon the owner. A hardship is distinguished from a mere inconvenience or a desire to increase monetary gain.

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

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

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

Sec. 86-172. Application.

Sec. 86-173. Notice of public hearing.

Sec. 86-174. Review criteria and findings.

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



- (1) 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;
- (2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;
- (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;
- (4) 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;
- (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;
- (7) The proposed variance will not substantially diminish property value in, or alter the essential character of, the area surrounding the site; and
- (9) 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.

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

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

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

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

**UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
STANDARD PACIFIC OF FLORIDA GP, INC.**

The undersigned, constituting all of the directors of Standard Pacific of Florida GP, Inc., a Delaware corporation (the "Corporation"), take the following action by written consent in lieu of a meeting of the Board of Directors pursuant to Section 141(f) of the General Corporation Law of the State of Delaware:

ELECTION OF OFFICERS

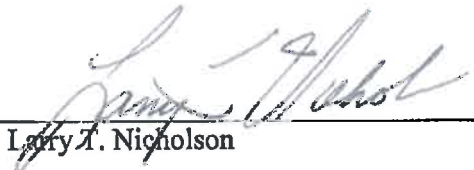
RESOLVED, that the following persons hereby are elected as officers of this Corporation, to such office as appears opposite their respective names, their terms of office to commence immediately and to continue until their successors shall be duly chosen and qualified or until their earlier resignation or removal:

Larry T. Nicholson	Chief Executive Officer
David Pelletz	President - Southeast Region
Jeff J. McCall	Principal Financial & Accounting Officer & Treasurer
John P. Babel	Secretary
David Vazquez	Assistant Treasurer
Daniel A. Grosswald	Division President
Raymond James Birkholz	Division President
David J. Bulloch	Division President
David Baselice	Division President
Justin Cook	Vice President - Finance
David R. Stanton	Vice President - Finance
Jerry Tomberlin Jr.	Vice President - Finance
Denise Adams	Vice President
Larry Franks	Vice President - Land Acquisition
James McGowan	Vice President - Land Acquisition
Douglas C. Guy	Vice President - Construction
Richard M. Woodley	Vice President - Operations/Construction
Houston Todd	Vice President - Operations/Construction
Charles Bolen	Vice President - Operations/Construction
Michael Metzkes	Vice President - Operations/Construction
John Mirabile	Vice President - Operations/Construction
Barry Karpay	Vice President - Land Operations
Maurice Rudolph	Vice President - Land Operations
Patrick Gonzalez	Vice President - Land Development
Thomas Russell Spence	Vice President - Land Development
Richard Rosello	Vice President - Land Development
Harmony Michelle Munger	Vice President - Sales & Marketing
Peter Winter	Vice President - Sales & Marketing
Pierre De Amezola	Vice President - Sales & Marketing
Angela Colston	Vice President - Sales & Marketing
Steven Dassa	Vice President - Purchasing
Shawn M. Starr	Vice President - Purchasing
Kim Driscoll	Vice President - Purchasing
David Maksimovich	Purchasing Manager
Garth H. Noble	Land Development Manager
Michael S. Miller	Director of Construction
Matthew Lovo	Director of Purchasing
Richard Leischner	Product Development Manager/Arch
Michelle Bogarin	Closing Coordinator

RESOLVED FURTHER, that the above-listed persons be, and each of them hereby is, authorized to negotiate, approve, execute and deliver, as designated officers of the Corporation, land purchase and option agreements, joint venture agreements, financing agreements, development, land use and other entitlement applications and agreements, and all other agreements and documents relating to the real estate development and construction business conducted by this Corporation (including in its capacity as a partner in a partnership or member of a limited liability company), and

RESOLVED FURTHER, that the foregoing persons and positions are the only officers of the Corporation at this time and any other officers of the Corporation are hereby removed from office.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent as of the 24th day of October, 2015.



Larry T. Nicholson



Jeff J. McCall

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variance: (1) to allow for private streets with gates for a subdivision rather than public streets as required by the Land Development Code, Section 110-192, at the following location:

LOCATION:

Hunters Run Subdivision
North of Hartwood Marsh Road, east of Hancock Road,
and south of Heritage Hills Boulevard

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, March 8, 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
March 1, 2016



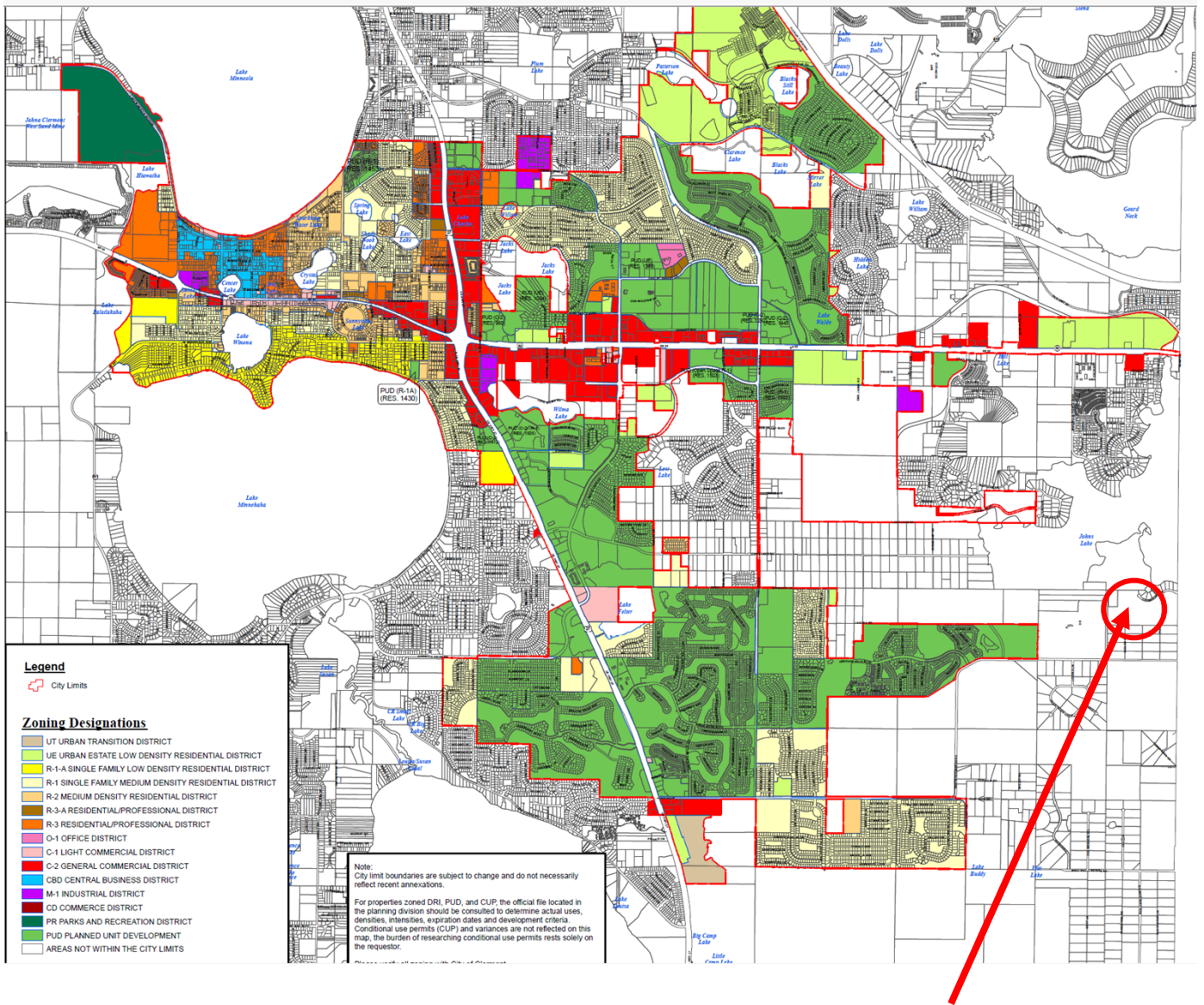
CITY OF CLERMONT

AGENDA ITEM

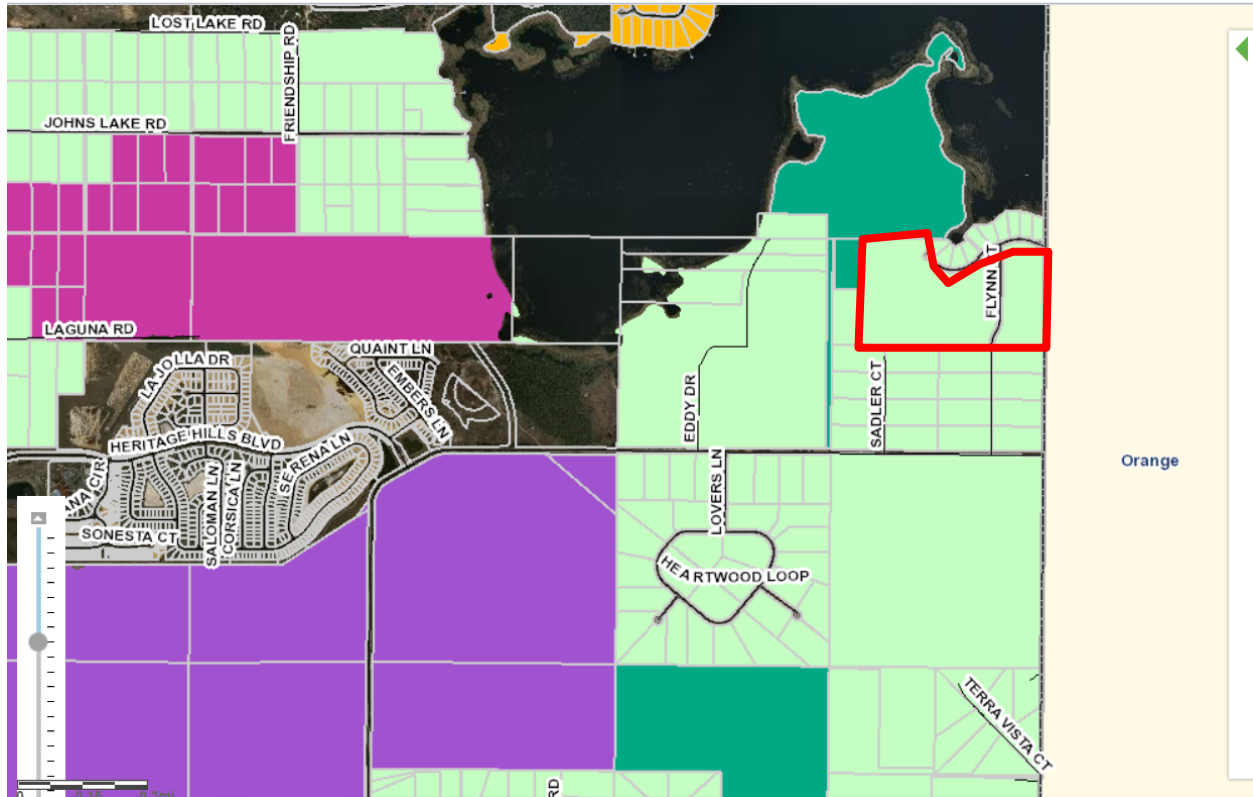
Page 1 of 1

Meeting Date		
Tuesday, March 8, 2016		
Agenda Item Name		
Joint Planning Area Discussion		
Requested Action		
Staff Report		
Lake County staff is requesting a recommendation from the Clermont City Council on a Joint Planning Area (JPA) comprehensive plan amendment. Extreme Groves Investments, LLC is proposing a future land use change from Lake County Rural (one dwelling unit per 5 acres) to Urban Low Density (up to 4 dwelling units per acre) for a proposed single-family residential development. The applicant is also proposing a planned unit development (PUD) to limit the density to 2 dwelling units per acre; however, this PUD proposal is not part of the future land use change request. The 65-acre, agricultural-zoned site is located in the eastern portion of the JPA, just north of Hartwood Marsh Road. This site is within the Clermont/Lake County JPA overlay area. Therefore, review of plans and recommendations to Lake County are requested for this proposal.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Location Maps and Conceptual Plan		Location Maps.doc

Location Map: (current city limits)

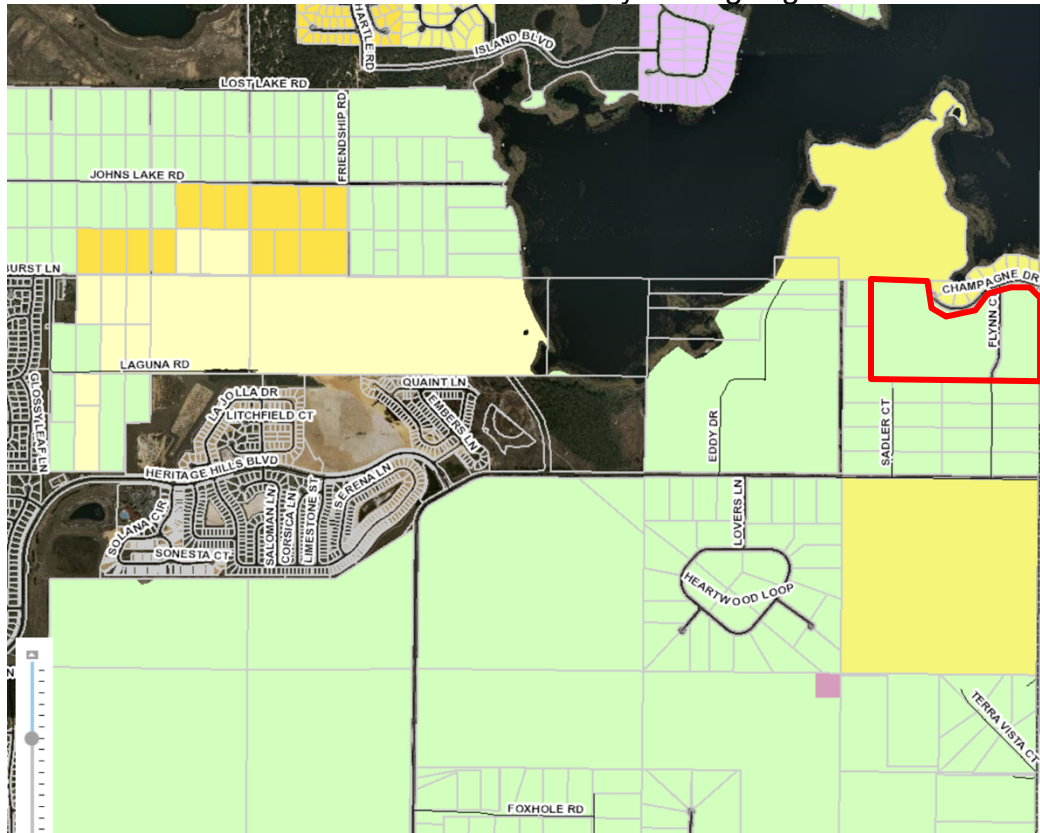


Current Lake County Future Land Use: Rural



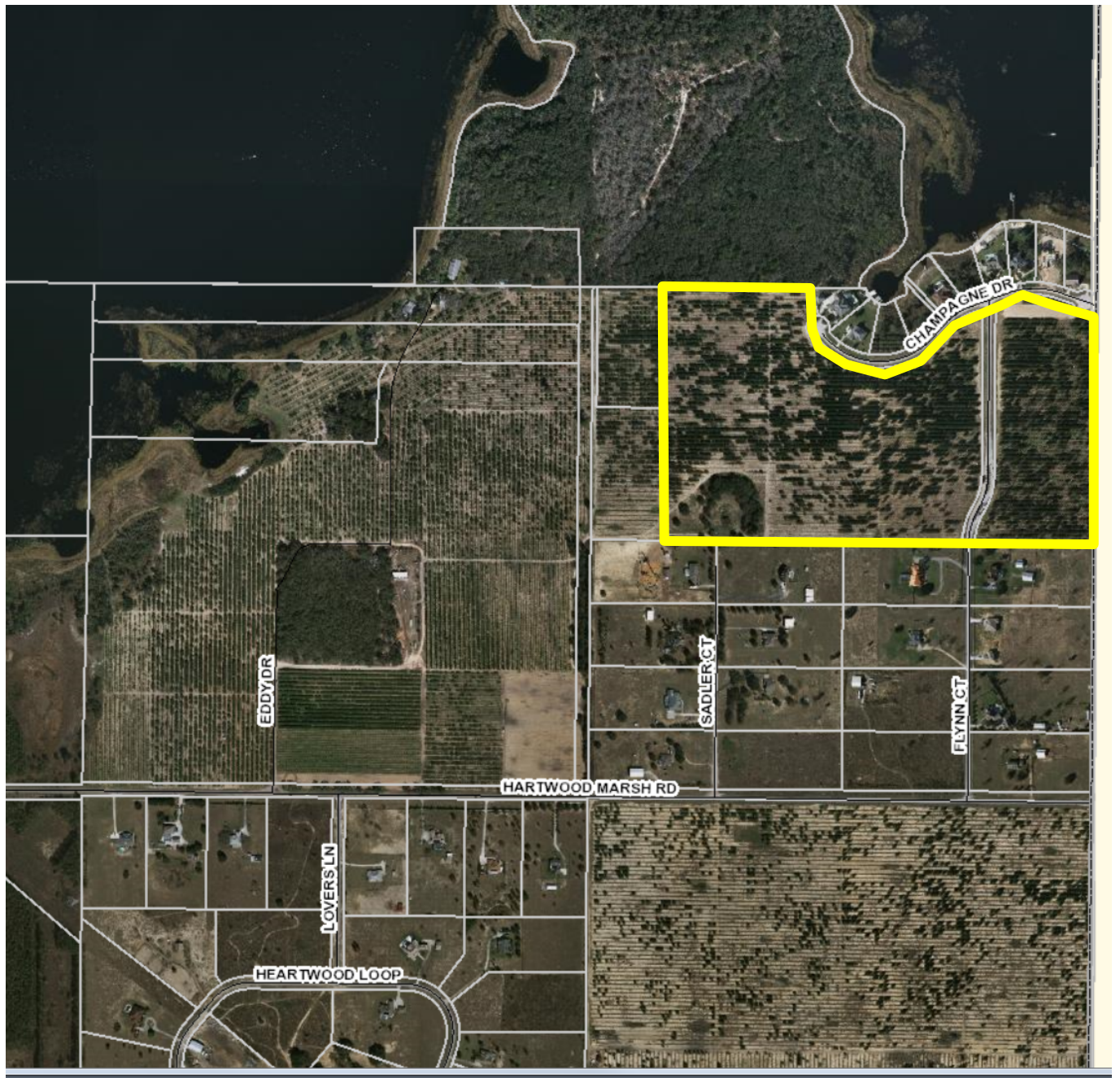
- ☐ **FLU Codes**
- ☒ **Future Land Use 2030**
- Bella Collina
 - Cagans Crossing
 - Conservation
 - Green Swamp Core Conservation
 - Green Swamp Ridge
 - Green Swamp Rural
 - Green Swamp Rural Conservation
 - Heavy Industrial
 - Mt Plymouth - Sorrento Main Stre
 - Mt Plymouth - Sorrento Proper
 - Mt Plymouth - Sorrento Receiving
 - Office
 - Public Service Facility and Infrast
 - Receiving Area A-1-20
 - Recreation
 - Regional Commercial
 - Rural
 - Rural Transition
 - Sending Area A-1-20
 - Sending Area A-1-40
 - Urban High Density
 - Urban Low Density
 - Urban Medium Density

Current Lake County Zoning: Agricultural

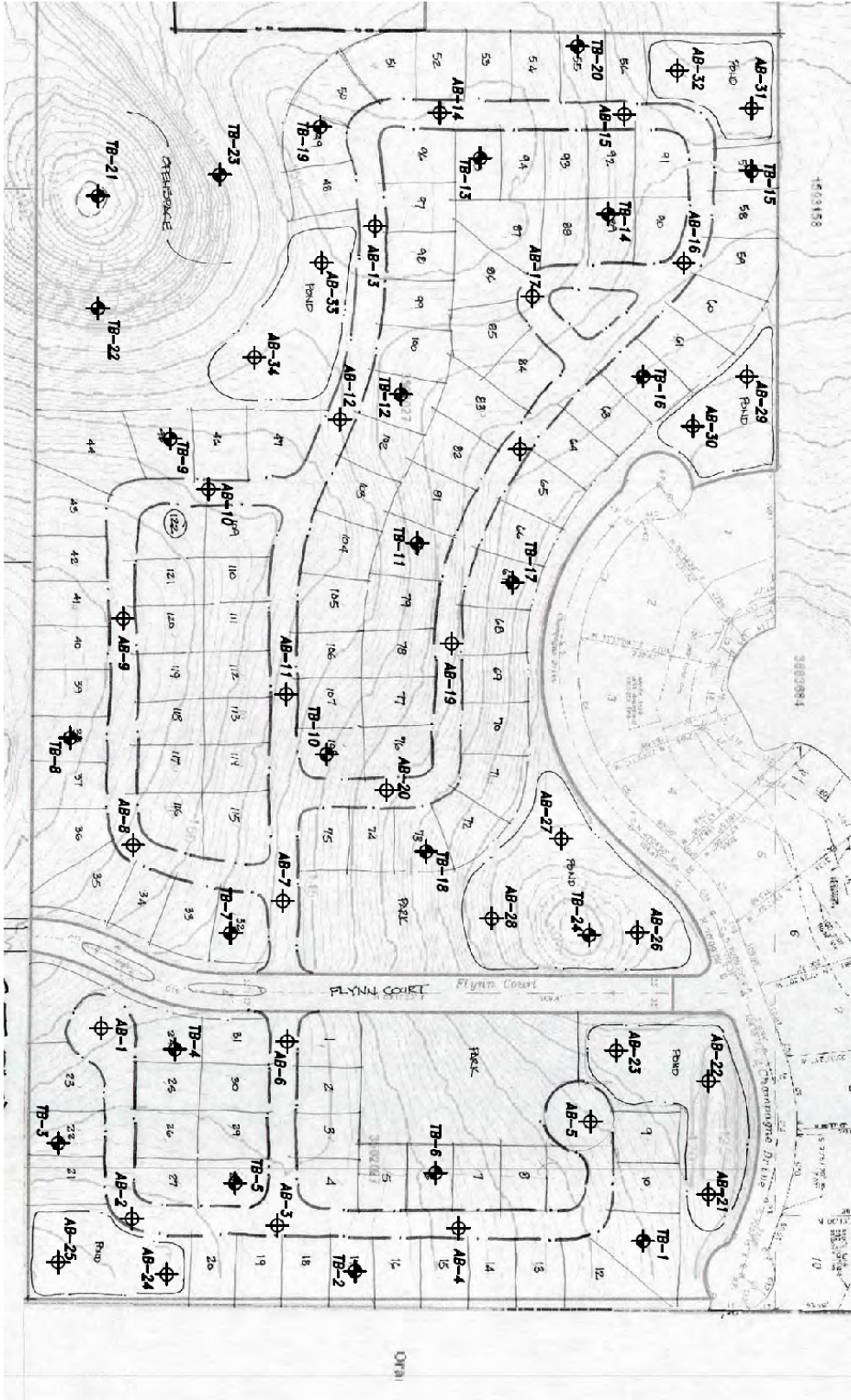


☒ Zoning

- ☐ A
- ☐ AR
- ☐ RA
- ☐ R-1
- ☐ R-2
- ☐ R-3
- ☐ R-4
- ☐ R-6
- ☐ R-7
- ☐ RP
- ☐ RMRP
- ☐ RM
- ☐ RV
- ☐ C-1
- ☐ C-2
- ☐ CP
- ☐ LM
- ☐ HM
- ☐ MP
- ☐ CFD
- ☐ PUD



Conceptual Site Plan

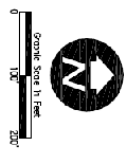


LEGEND

APPROXIMATE AULDER BORING LOCATION
 APPROXIMATE STANDARD PENETRATION TEST BORING LOCATION

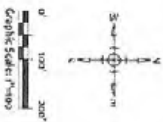
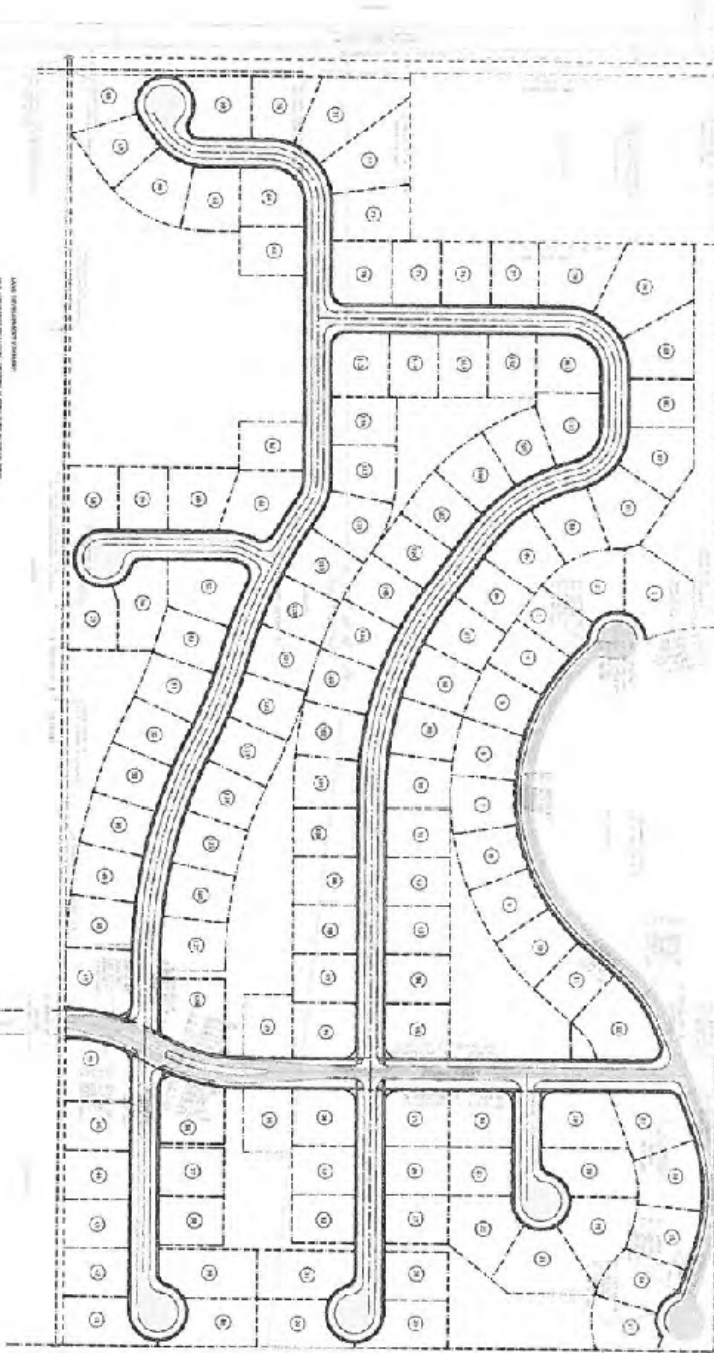
SCALE	JOB NO.
1" = 200'	GEO-15-0118
DRAWN	DATE
RLG	11/13/15

BORING LOCATION PLAN
 GEOTECHNICAL STUDY
 PROPOSED RESIDENTIAL SUBDIVISION
 EXTREME GROVES



Conceptual Site Plan

Exhibit H:



August 8, 2014
Overall Site
Plan
C-1.0

Grove Subdivision
Clermont, Florida



001-521-9 43

For details of subscription No. 12021

Douglas A. Wilson et al.

14. März 2014



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date														
Tuesday, March 8, 2016														
Agenda Item Name														
Ordinance No. 2016-09 <i>Introduction Hartle Grove Annexation</i>														
Requested Action														
Move to introduce Ordinance 2016-09.														
Staff Report														
This administrative request is being heard concurrently with requests for a large-scale comprehensive plan amendment and 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 August 28, 2006. The property is improved and consists of a 103-home subdivision known as Terrace Grove and four commercial tracts: Rooms to Go, Speedway gas station, AutoZone and one remaining vacant parcel. The City is providing water and sewer service. This is the remaining 44 acres of the overall 69 +/- acres of the Hartle Grove PUD. The 25-acre multifamily portion was annexed in January 2016 and rezoned to Planned Unit Development in the City. Staff recommends approval of the annexation.														
Additional Analysis														
Fiscal Impact Summary														
Fiscal Impact	Fund Number and Description	Available Budget Amount												
Exhibits Attached (copies of original agreements)														
<table border="0"><tr><td>1.</td><td>Ordinance</td><td>ANN ORD 2016-09.doc</td></tr><tr><td>2.</td><td>2006 Utility Agreement</td><td>Hartle Groves Utility Agreement 2006.pdf</td></tr><tr><td>3.</td><td>Location Map</td><td>Ann Map Hartle Terrace Groves.pdf</td></tr><tr><td>4.</td><td>Legal ad</td><td>ANN legal ad.docx</td></tr></table>			1.	Ordinance	ANN ORD 2016-09.doc	2.	2006 Utility Agreement	Hartle Groves Utility Agreement 2006.pdf	3.	Location Map	Ann Map Hartle Terrace Groves.pdf	4.	Legal ad	ANN legal ad.docx
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2.	2006 Utility Agreement	Hartle Groves Utility Agreement 2006.pdf												
3.	Location Map	Ann Map Hartle Terrace Groves.pdf												
4.	Legal ad	ANN legal ad.docx												

CITY OF CLERMONT
ORDINANCE No. 2016-09

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 August 28, 2006; 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

All that tract or parcel of land lying and being in Section 26, Township 22 South, Range 26 East, Lake County, Florida, and being more particularly described as follows:

Commence at an iron axle found at the center of Section 26, Township 22 South, Range 26 East, Lake County, Florida; thence run N89 degrees 33 minutes 31 seconds West along the South line of the Northwest ¼ of said Section 26 a distance of 1330.63 feet to a set ½ inch iron rod with cap; thence leave said South line and run North 00 degrees 26 minutes 07 seconds East along the West line of the East ½ of the Northwest ¼ of said Section 26 a distance of 1285.28 feet to a point located on the southern right-of-way line of State Road No. 50 as shown on the Florida

CITY OF CLERMONT
ORDINANCE No. 2016-09

Department of Transportation right-of-way maps Section 11070-2505; thence run along said right-of-way line of State Road No. 50, South 89 degrees 06 minutes 32 seconds East, a distance of 572.14 feet to the TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING as thus established, continue along said right-of-way line of State Road No. 50, South 89 degrees 06 minutes 32 seconds East a distance of 710.16 feet to a point; thence leave said right-of-way line of State Road No. 50, and run South 00 degrees 30 minutes 29 seconds West a distance of 314.88 feet to a point; thence North 89 degrees 06 minutes 32 seconds West a distance of 114.80 feet to a point; North 62 degrees 10 minutes 41 seconds West a distance of 99.09 feet to a point; thence North 89 degrees 06 minutes 32 seconds West a distance of 507.31 feet to a point; thence North 00 degrees 30 minutes 29 seconds East a distance of 270.00 feet to the TRUE POINT OF BEGINNING. (As described in Official Records Book 4258 Page 317, Public Records of Lake County, Florida.)

That part of Section 26, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at an axle found at the center of said Section 26; thence N89°33'31"W along the South line of the Northwest ¼ of said Section 26 for a distance of 1330.63 feet; thence leaving said South line run N00°26'07"E along the West line of the East ½ of the Northwest ¼ of said Section 26 for a distance of 1285.28 feet to the South right-of-way line of State Road 50 as shown on the Florida Department of Transportation Right-of-way Maps Section 11070-2505; thence continue the following courses along said South right-of-way line run S89°06'32"E, 1306.18 feet; thence S00°53'28"W, 20.00 feet; thence S89°06'32"E, 107.05 feet to the POINT OF BEGINNING; thence continue along said South right-of-way line S89°06'32"E, 254.34 feet; thence leaving said South right-of-way line run S00°53'28"W, 286.82 feet; thence N89°06'32"W, 277.22 feet; thence N00°30'29"E, 261.82 feet; thence N45°27'06"E, 35.10 feet to the POINT OF BEGINNING. (As described in Official Records Book 3998 Page 359, Public Records of Lake County, Florida.)

That part of Section 26, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at an axle found at the center of said Section 26; thence N89°33'31"W along the South line of the Northwest ¼ of said Section 26 for a distance of 1330.63 feet; thence leaving said South line run N00°26'07"E along the West line of the East ½ of the Northwest ¼ of said Section 26 for a distance of 1285.28 feet to the South right-of-way line of State Road 50 as shown on the Florida Department of Transportation Right-of-way Maps Section 11070-2505; thence continue the following courses along said South right-of-way line run S89°06'32"E, 1306.18 feet; thence S00°53'28"W, 20.00 feet; thence S89°06'32"E, 361.39 feet to the POINT OF BEGINNING; thence continue along said South right-of-way line S89°06'32"E, 175.82 feet; thence leaving said South right-of-way line run S00°53'28"W, 286.82 feet; thence N89°06'32"W, 175.82 feet; thence N00°53'28"E, 286.82 feet to the POINT OF BEGINNING.

CITY OF CLERMONT
ORDINANCE No. 2016-09

(As described in Official Records Book 3982 Page 1745, Public Records of Lake County, Florida.)

All that tract or parcel of land lying and being in Section 26, Township 22 South, Range 26 East, Lake County, Florida, and being more particularly described as follows:

Commence at an iron axle found at the center of Section 26, Township 22 South, Range 26 East, Lake County, Florida; thence run N89 degrees 33 minutes 31 seconds West along the South line of the Northwest $\frac{1}{4}$ of said Section 26 a distance of 1330.63 feet to a set $\frac{1}{2}$ inch iron rod with cap; thence leave said South line and run North 00 degrees 26 minutes 07 seconds East along the West line of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 26 a distance of 1285.28 feet to a point located on the Southern right-of-way line of State Road No. 50 as shown on the Florida Department of Transportation right-of-way maps Section 11070-2505; thence run along said right-of-way line of State Road No. 50, South 89 degrees 06 minutes 32 seconds East, a distance of 1306.18 feet; thence run South 00 degrees 53 minutes 28 seconds West, 20.0 feet; thence run South 89 degrees 06 minutes 32 seconds East, 537.21 feet to the TRUE POINT OF BEGINNING. FROM THE TRUE POINT OF BEGINNING as thus established, continue along said right-of-way line of State Road No. 50, South 89 degrees 06 minutes 32 seconds East, a distance of 162.79 feet to a point; thence North 00 degrees 53 minutes 28 seconds East, 20.0 feet; thence South 89 degrees 06 minutes 32 seconds East, 61.26 feet; thence leave said right-of-way line of State Road No. 50, and run South 00 degrees 30 minutes 29 seconds West, a distance of 306.83 feet to a point; thence North 89 degrees 06 minutes 32 seconds West, a distance of 226.10 feet to a point; thence North 00 degrees 53 minutes 28 seconds East, a distance of 286.82 feet to the TRUE POINT OF BEGINNING. (As described in Official Records Book 4571 Page 754, Public Records of Lake County, Florida.)

All of Terrace Grove as recorded in Plat Book 64 Page 18, Public Records of Lake County, Florida.

All of Terrace Grove Partial Replat as recorded in Plat Book 64 Page 46, Public Records of Lake County, Florida.

Containing 44 +/- acres, south of S.R. 50, east and 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.

CITY OF CLERMONT
ORDINANCE No. 2016-09

SECTION 3.

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

SECTION 4.

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

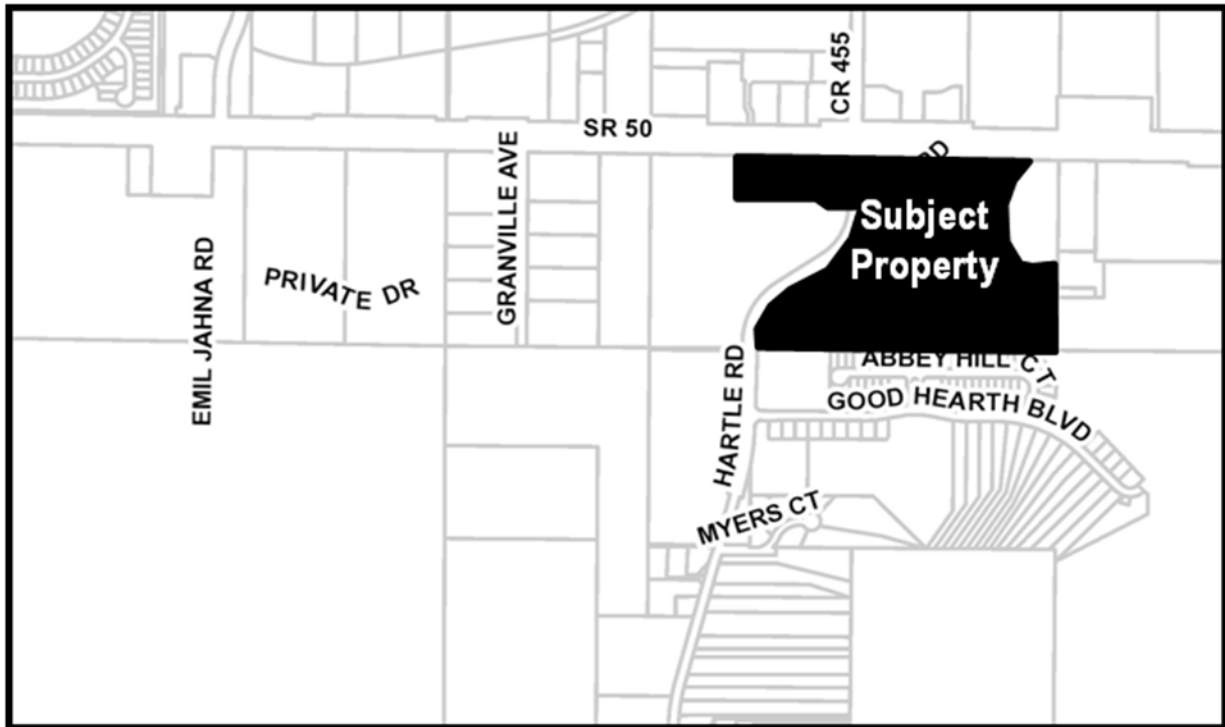
SECTION 5.

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

SECTION 6.

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

Location map:



CITY OF CLERMONT
ORDINANCE No. 2016-09

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

WATER & WASTEWATER SERVICE AGREEMENT

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 SR 50/Hartle Rd, LLC, a Georgia limited liability company, and Clermont Partner, LLC, a Georgia limited liability company, and their respective successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is proposing to develop a 325 unit residential community and a commercial development which is located on real property (the "Property") described on Exhibit 'A', attached hereto and by this reference made a part hereof; and

Whereas, the Property is located in the 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 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.
- 1.9 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.10 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 1.9 from the CITY in the form of Impact Fee Credits.
- 1.11 The Impact Fee Credits shall be established subject to Sections 1.8 and 1.10, 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.
- 1.12 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.

Section 2. DEVELOPMENT STANDARDS

- 2.1 The project shall be developed according to the approved Lake County PUD (Ord #2004-4), the preliminary plat dated 11/22/04 and final engineering drawings dated 7/7/05. Items not addressed in the PUD must be developed to the JPA standards unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.
- 2.2 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

John *GOB*
CFR

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 "B". The Notice of Encumbrance shall be executed by all owners of the real property describe din 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, FI 34712-0219

OWNER

BFG Lakeshore, Ltd.
James H. Fant
P.O. Box 568492
Orlando, FI 32856-8492

SR 50/Hartle Rd.
35 Johnson Ferry Rd
Marietta, GA 30068

Clermont Partner, LLC
2900 Delk Rd
Suite 700, #314
Marietta, GA 30067-5350

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 _____.

DATED this 10 day of January, 2006

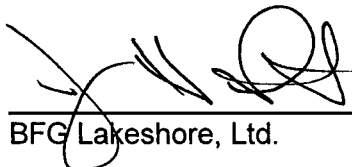
CITY OF CLERMONT

ATTEST:


Harold S. Turville Jr., Mayor


Tracy Ackroyd, City Clerk

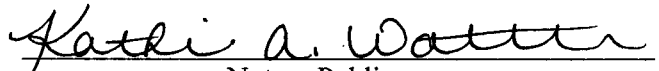
OWNER


MANAGER
BFG Lakeshore, Ltd.

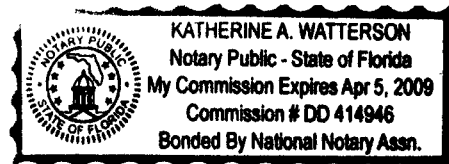
STATE OF Florida
COUNTY OF Orange

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

Witness my hand and official seal this 28th day of August, 2006.


Notary Public

OWNER

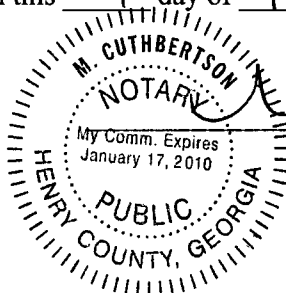



SR 50/Hartle Road, LLC

STATE OF Georgia
COUNTY OF Henry

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared G. Owen Brown, as owner of SR 50/Hartle Road, LLC, who provided identification in the form of _____ or who is personally known to be the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this 24 day of August, 2006



M. Cuthbertson
Notary Public

OWNER

[Signature]
Clermont Partner, LLC.

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 Charles F. Heard Jr. as manager of Clermont Partner LLC, who provided identification in the form of _____ or who is personally known to be the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this 23rd day of August, 2006.

[Signature]
Notary Public

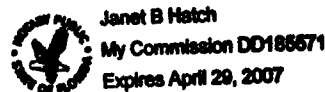


Exhibit A

**HARTLE ROAD
OVERALL BOUNDARY**

DESCRIPTION:

PARCEL 1:

A portion of the Southwest 1/4 of the Northeast 1/4 and a portion of the Southeast 1/4 of the Northwest 1/4 of Section 26, Township 24 South, Range 26 East, formerly known as Tracts 19, 20, 21, 22, 27, 28, 29, 30 and 30A of LAKE HIGHLANDS COMPANY PLAT of Section 26, Township 22 South, Range 26 East, according to the plat thereof as recorded in Plat Book 3, Page 52, Public Records of Lake County, Florida, Less and Except that part of Tract 21 described as follows:

From an iron axle set for the center of said Section 26, run South 89°53'30" West along mid-section line 503.3 feet, thence North 0°03' East 833.95 feet to a concrete monument and the Point of Beginning; thence continue North 0°03' East 451 feet to the South right of way line of State Road No. 50, thence Westerly along said right of way to the West line of the E 1/4 of the SE 1/4 of the NW 1/4 of said Section 26, thence Southerly along said line to a point lying South 89°40' West of the Point of Beginning, thence North 89°40' East to Point of Beginning, subject to right of way of Hartle Road along West side of said property.

NOW LYING WITHIN:

Tracts 19, 20, 22, 27, 28, 29, 30, 30A and a portion of Tract 21 Hartle's Replat, according to the plat thereof as recorded in Plat Book 12, Page 45, Public Records of Lake County, Florida.

Less Road Right of Way for State Road No. 50 and Hartle Road.

PARCEL 2:

From an iron axle set for the center of Section 26, Township 22 South, Range 36 East, run South 39°53'30" West along mid-section line 503.3 feet, thence North 0°03' East 833.95 feet to a concrete monument and the Point of Beginning, thence continue North 0°03' East 451 feet to the South right of way line of State Road No. 50, thence Westerly along said right of way to the West line of the E 1/4 of the SE 1/4 of the NW 1/4 of said Section 26, thence Southerly along said line to a point

lying South 89°40' West to the Point of Beginning; thence North 89°40' East to Point of Beginning, subject to right of way for Hartle Road along West said of said property.

A/K/A a portion of Tract 21, Hartle's Replat, according to the plat thereof as recorded in Plat Book 12, page 45, Public Records of Lake County, Florida.

E/K/A a portion of Tract 21, Lake Highlands Company Section 26, Township 22 S, Range 26 E, Public Records of Lake County, Florida.

Less Road Right of Way for State Road No. 50 and Hartle Road.

HARTLE ROAD
RESIDENTIAL BOUNDARY

DESCRIPTION:

That part of Section 26, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at an iron axle found at the center of said Section 26; thence run N00°30'29"E along the North-South center of section line of Section 26 for a distance of 15.00 feet to the South line of Tract 28, LAKE HIGHLANDS COMPANY, according to the plat thereof, as recorded in Plat Book 3, Page 52, of the Public Records of Lake County, Florida, and the POINT OF BEGINNING; thence run N89°33'31"W along said South line for a distance of 685.12 feet to the West right-of-way line of Hartle Road, as shown on the plat of HARTLE ROAD, according to the plat thereof, as recorded in Plat Book 22, Page 46, of the Public Records of Lake County, Florida; thence run S02°25'50"W along said West right-of-way line for a distance of 15.01 feet to the South line of the Northwest 1/4 of said Section 26; thence leaving said West right-of-way line run N89°33'31"W along the South line of the Northwest 1/4 of said Section 26 for a distance of 644.99 feet; thence leaving said South line run N00°26'07"E along the West line of the East 1/2 of the Northwest 1/4 of said Section 26 and the West line of Tracts 22 and 27 of said LAKE HIGHLANDS COMPANY for a distance of 1285.28 feet to the South right-of-way line of State Road 50, as shown on the Florida Department of Transportation Right-of-way Maps Section 11070-2505; thence run S89°06'32"E along said South right-of-way line for a distance of 572.14 feet; thence leaving said South right-of-way line run S00°30'29"W for a distance of 270.00 feet; thence run S89°06'32"E for a distance of 507.31 feet; thence run S62°10'41"E for a distance of 99.09 feet; thence run S89°06'32"E for a distance of 114.80 feet; thence run N00°30'29"E for a distance of 314.88 feet to the aforesaid South right-of-way line; thence run along said South right-of-way line the following courses and distances S89°06'32"E for a distance of 23.88 feet; thence run S00°53'28"W for a distance of 20.00 feet; thence run S89°06'32"E for a distance of 76.26 feet; thence leaving said South right-of-way line run S00°30'29"W for a distance of 286.83 feet; thence run S89°06'32"E for a distance of 685.14 feet; thence run N00°30'29"E for a distance of 306.83 feet to the aforesaid South right-of-way line; thence run S89°06'32"E along said South right-of-way line for a distance of 422.61 feet to a point hereinafter referred to as Reference Point "A", said point being on the shoreline of Hill Lake; thence run Southwesterly, Southeasterly and Easterly along said shoreline to a point on the

East line of the West 1/2 of the Northeast 1/4 of said Section 26 and the East line of Tract 30A of said LAKE HIGHLANDS COMPANY, said point being S13°26'15"E a distance of 694.94 feet from said Reference Point "A"; thence run S00°35'22"W along said East line for a distance of 575.56 feet to the South line of Tract 30A of said LAKE HIGHLANDS COMPANY; thence run N89°34'53"W along the South line of Tracts 30A, 30 and 29 of said LAKE HIGHLANDS COMPANY for a distance of 1324.41 feet to the POINT OF BEGINNING.

Containing 63.0 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

HARTLE ROAD
WEST SIDE COMMERCIAL SITE
PARCEL A

DESCRIPTION:

That part of Section 26, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at an axle found at the center of said Section 26; thence run N89°33'31"W along the South line of the Northwest 1/4 of said Section 26 for a distance of 1330.63 feet; thence leaving said South line run N00°26'07"E along the West line of the East 1/2 of the Northwest 1/4 of said Section 26 for a distance of 1285.28 feet to the South right-of-way line of State Road 50 as shown on the Florida Department of Transportation right-of-way maps Section 11070-2505; thence run S89°06'32"E along said South right-of-way line for a distance of 572.14 feet to the POINT OF BEGINNING; thence continue S89°06'32"E along said South right-of-way line for a distance of 710.16 feet; thence leaving said South right-of-way line run S00°30'29"W for a distance of 314.88 feet; thence run N89°06'32"W for a distance of 114.80 feet; thence run N62°10'41"W for a distance of 99.09 feet; thence run N89°06'32"W for a distance of 507.31 feet; thence run N00°30'29"E for a distance of 270.00 feet; to the POINT OF BEGINNING.

Containing 4.565 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

TOGETHER WITH:

HARTLE ROAD
EAST SIDE COMMERCIAL SITE
PARCEL B

DESCRIPTION:

That part of Section 26, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at an axle found at the center of said Section 26; thence run N89°33'31"W along the South line of the Northwest 1/4 of said Section 26 for a distance of 1330.63 feet; thence leaving said South line run N00°26'07"E along the West line of the East 1/2 of the Northwest 1/4 of said Section 26 for a distance of 1285.28 feet to the South right-of-way line of State Road 50 as shown on the Florida Department of Transportation right-of-way maps Section 11070-2505; thence run the following courses and distance along said South right-of-way line S89°06'32"E 1306.18 feet; thence run S00°53'28"W 20.00 feet; thence run S89°06'32"E 76.26 feet to the POINT OF BEGINNING; thence continue the following courses and distances along said South right-of-way line run S89°06'32"E for a distance of 623.74 feet; thence run N00°53'28"E for a distance of 20.00 feet; thence run S89°06'32"E for a distance of 61.26 feet; thence leaving said South right-of-way line run S00°30'29"W for a distance of 306.83 feet; thence run N89°06'32"W for a distance of 685.14 feet; thence run N00°30'29"E for a distance of 286.83 feet to the POINT OF BEGINNING.

Containing 4.540 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

Exhibit B

Notice of Encumbrance
to Annex to City of Clermont

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

THIS INSTRUMENT, Made this 10th day of January 2006, between BFG Lakeshore, LTD, of the County of Lake, State of Florida Grantor, SR 50/Hartle Rd, LLC, Clermont Partner, LLC 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:

See Attached Exhibit "A" - Legal Description

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):

X. 3
CFA
Signature
Charles F. Heard Jr
Type or print name

2. Signature
G OWEN BROWN
Type or print name

Signature
James H. Faut
Type or print name

WITNESSES (Two required):

1. Signature
Dunlap, Jr.
Type or print name

2. Signature
John A. Stephens
Type or print name

3. Signature
Katherine A. Watterson
Type or print name

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 23rd day of August, 2006, by Charles F. Heard, Jr., who is personally known to me or who has produced _____ as identification and who did not take an oath.

SEAL:

Notary Public Janet B. Hatch Type/print name Janet B. Hatch



Janet B Hatch
My Commission DD186671
Expires April 29, 2007

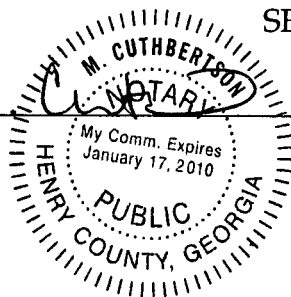
STATE OF Georgia

COUNTY OF Denny

The foregoing instrument was acknowledged before me on this 24 day of August, 2006, by G. Owen Brown, who is personally known to me or who has produced _____ as identification and who did not take an oath.

SEAL:

Notary Public M. Cuthbertson



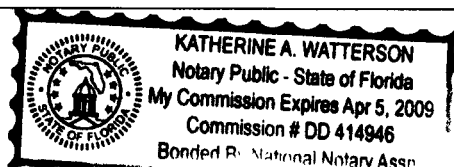
Type/print name M. Cuthbertson

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 28th day of August, 2006, by James H. Fant, who is personally known to me or who has produced _____ as identification and who did not take an oath.

SEAL:

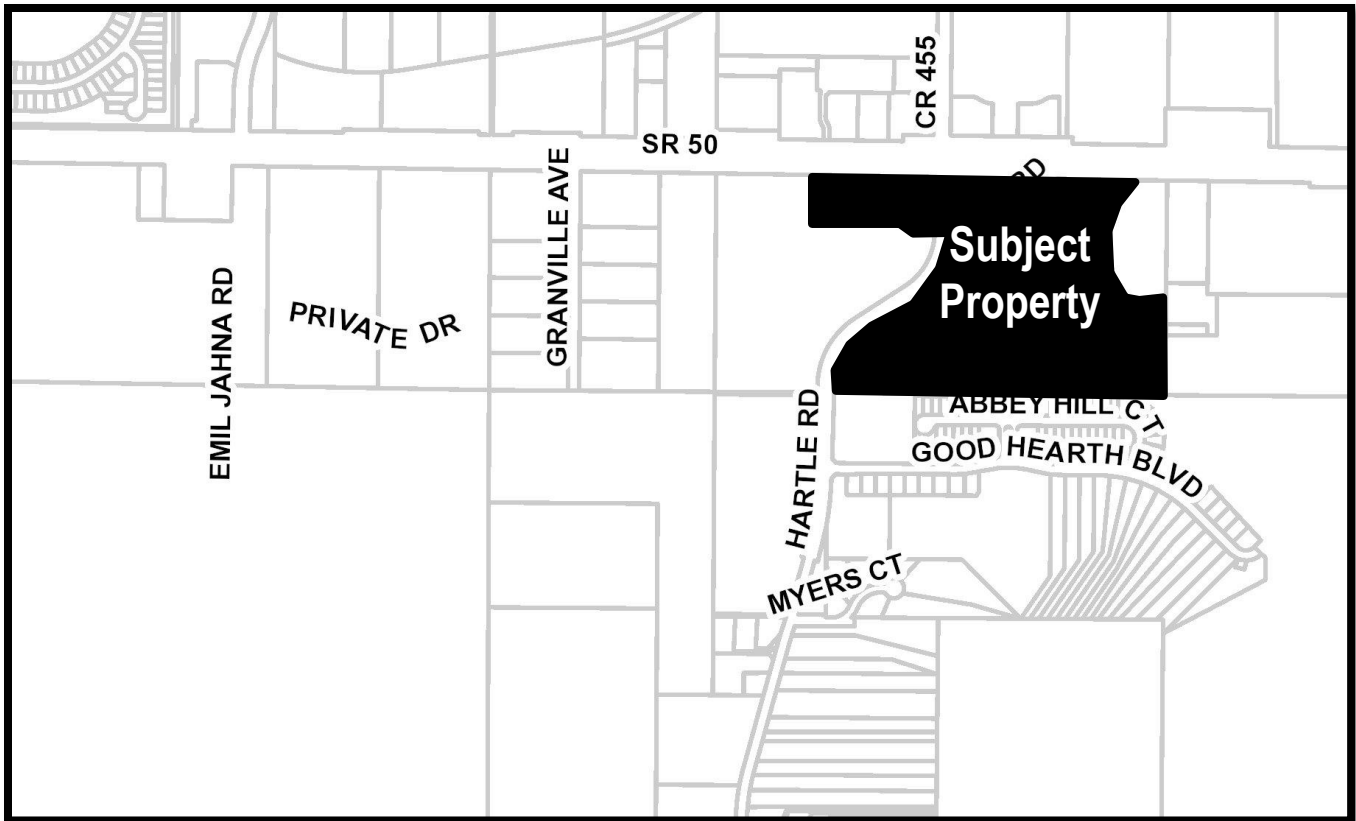


Notary Public Katherine A. Watterson

Type/print name Katherine A. Watterson

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

Exhibit - Location Map
Hartle Groves PUD



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 April 12, 2016 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2016-09

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:

Terrace Groves Subdivision, Rooms to Go, Speedway, Autozone, and one vacant parcel
South of S.R. 50, east and west of Hartle Road

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Section 26, Township 22 South, Range 26 East, Lake County, Florida, and being more particularly described as follows: Commence at an iron axle found at the center of Section 26, Township 22 South, Range 26 East, Lake County, Florida; thence run N89 degrees 33 minutes 31 seconds West along the South line of the Northwest $\frac{1}{4}$ of said Section 26 a distance of 1330.63 feet to a set $\frac{1}{2}$ inch iron rod with cap; thence leave said South line and run North 00 degrees 26 minutes 07 seconds East along the West line of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 26 a distance of 1285.28 feet to a point located on the southern right-of-way line of State Road No. 50 as shown on the Florida Department of Transportation right-of-way maps Section 11070-2505; thence run along said right-of-way line of State Road No. 50, South 89 degrees 06 minutes 32 seconds East, a distance of 572.14 feet to the TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING as thus established, continue along said right-of-way line of State Road No. 50, South 89 degrees 06 minutes 32 seconds East a distance of 710.16 feet to a point; thence leave said right-of-way line of State Road No. 50, and run South 00 degrees 30 minutes 29 seconds West a distance of 314.88 feet to a point; thence North 89 degrees 06 minutes 32 seconds West a distance of 114.80 feet to a point; North 62 degrees 10 minutes 41 seconds West a distance of 99.09 feet to a point; thence North 89 degrees 06 minutes 32 seconds West a distance of 507.31 feet to a point; thence North 00 degrees 30 minutes 29 seconds East a distance of 270.00 feet to the TRUE POINT OF BEGINNING. (As described in Official Records Book 4258 Page 317, Public Records of Lake County, Florida.). That part of Section 26, Township 22 South, Range 26 East, Lake County, Florida, described as follows: Commence at an axle found at the center of said Section 26; thence N89°33'31"W along the South line of the Northwest $\frac{1}{4}$ of said Section 26 for a distance of 1330.63 feet; thence leaving said South line run N00°26'07"E along the West line of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said

Section 26 for a distance of 1285.28 feet to the South right-of-way line of State Road 50 as shown on the Florida Department of Transportation Right-of-way Maps Section 11070-2505; thence continue the following courses along said South right-of-way line run S89°06'32"E, 1306.18 feet; thence S00°53'28"W, 20.00 feet; thence S89°06'32"E, 107.05 feet to the POINT OF BEGINNING; thence continue along said South right-of-way line S89°06'32"E, 254.34 feet; thence leaving said South right-of-way line run S00°53'28"W, 286.82 feet; thence N89°06'32"W, 277.22 feet; thence N00°30'29"E, 261.82 feet; thence N45°27'06"E, 35.10 feet to the POINT OF BEGINNING. (As described in Official Records Book 3998 Page 359, Public Records of Lake County, Florida.) That part of Section 26, Township 22 South, Range 26 East, Lake County, Florida, described as follows: Commence at an axle found at the center of said Section 26; thence N89°33'31"W along the South line of the Northwest ¼ of said Section 26 for a distance of 1330.63 feet; thence leaving said South line run N00°26'07"E along the West line of the East ½ of the Northwest ¼ of said Section 26 for a distance of 1285.28 feet to the South right-of-way line of State Road 50 as shown on the Florida Department of Transportation Right-of-way Maps Section 11070-2505; thence continue the following courses along said South right-of-way line run S89°06'32"E, 1306.18 feet; thence S00°53'28"W, 20.00 feet; thence S89°06'32"E, 361.39 feet to the POINT OF BEGINNING; thence continue along said South right-of-way line S89°06'32"E, 175.82 feet; thence leaving said South right-of-way line run S00°53'28"W, 286.82 feet; thence N89°06'32"W, 175.82 feet; thence N00°53'28"E, 286.82 feet to the POINT OF BEGINNING. (As described in Official Records Book 3982 Page 1745, Public Records of Lake County, Florida.) All that tract or parcel of land lying and being in Section 26, Township 22 South, Range 26 East, Lake County, Florida, and being more particularly described as follows: Commence at an iron axle found at the center of Section 26, Township 22 South, Range 26 East, Lake County, Florida; thence run N89 degrees 33 minutes 31 seconds West along the South line of the Northwest ¼ of said Section 26 a distance of 1330.63 feet to a set ½ inch iron rod with cap; thence leave said South line and run North 00 degrees 26 minutes 07 seconds East along the West line of the East ½ of the Northwest ¼ of said Section 26 a distance of 1285.28 feet to a point located on the Southern right-of-way line of State Road No. 50 as shown on the Florida Department of Transportation right-of-way maps Section 11070-2505; thence run along said right-of-way line of State Road No. 50, South 89 degrees 06 minutes 32 seconds East, a distance of 1306.18 feet; thence run South 00 degrees 53 minutes 28 seconds West, 20.0 feet; thence run South 89 degrees 06 minutes 32 seconds East, 537.21 feet to the TRUE POINT OF BEGINNING. FROM THE TRUE POINT OF BEGINNING as thus established, continue along said right-of-way line of State Road No. 50, South 89 degrees 06 minutes 32 seconds East, a distance of 162.79 feet to a point; thence North 00 degrees 53 minutes 28 seconds East, 20.0 feet; thence South 89 degrees 06 minutes 32 seconds East, 61.26 feet; thence leave said right-of-way line of State Road No. 50, and run South 00 degrees 30 minutes 29 seconds West, a distance of 306.83 feet to a point; thence North 89 degrees 06 minutes 32 seconds West, a distance of 226.10 feet to a point; thence North 00 degrees 53 minutes 28 seconds East, a distance of 286.82 feet to the TRUE POINT OF BEGINNING. (As described in Official Records Book 4571 Page 754, Public Records of Lake County, Florida.) All of Terrace Grove as recorded in Plat Book 64 Page 18, Public Records of Lake County, Florida. All of Terrace Grove Partial Replat as recorded in Plat Book 64 Page 46, Public Records of Lake County, Florida. Containing 44 +/- acres, south of S.R. 50, east and west of Hartle Road

See Map Below

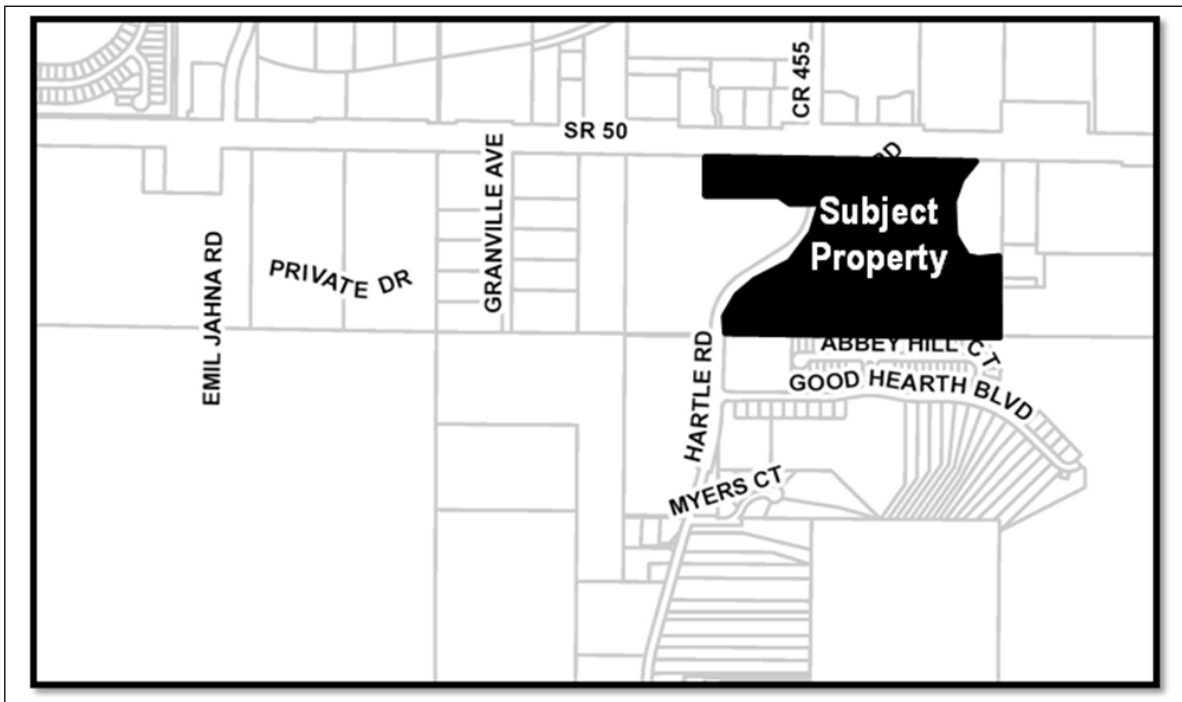
This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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
March 22 & 29, 2016

Location Map:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 8, 2016		
Agenda Item Name		
Ordinance No. 2016-11 <i>Introduction</i> <i>Hartle Grove Rezoning</i>		
Requested Action		
Move to introduce Ordinance 2016-11.		
Staff Report		
This administrative request is being heard concurrently with a request for annexation and a large-scale comprehensive plan amendment. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on August 28, 2006. The property is improved, consisting of a 103-home subdivision known as Terrace Grove and four commercial tracts: Rooms to Go, Speedway gas station, AutoZone, and one remaining vacant parcel. The developments are being served by the City's water and sewer service. The property is approximately 44 acres and previously had entitlements granted by Lake County for a Planned Unit Development (PUD) under Ordinance No. 2011-50. This is the remaining portion of the original PUD that is proposed to be annexed and rezoned at this time. A 25-acre tract, approved for multifamily development, was annexed and rezoned in January by the City Council. A related administrative comprehensive plan amendment request to change the future land use from the County's Urban Low to Master Planned Development will also be processed for the entire PUD. The rezoning request is to change the zoning from Urban Estate (currently Planned Unit Development in the County) to the City's PUD zoning classification. The entitlements and relevant conditions from the County's PUD ordinance have been carried over to the City's PUD. In January, staff mailed letters to the Terrace Grove homeowners regarding the annexation process and invited them to a community meeting to address their questions. This question/answer session was held on January 21, 2016 with just a few residents attending. Staff also responded to emails and phone calls from other residents who had received the community meeting letter. 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 2016-11.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|-------------------------|--|
| 1. | Ordinance | REZ ORD 2016-11.docx |
| 2. | 2006 Utility Agreement | Hartle Groves Utility Agreement 2006.pdf |
| 3. | Lake County PUD 2011-50 | Hartle Grove PUD 2011-50 Lake County.pdf |
| 4. | Location Map and Zoning | Hartle Grove SF and C-2 Maps.pdf |
| 5. | Legal ad | REZ legal ad.docx |

CITY OF CLERMONT
ORDINANCE No. 2016-11

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

All that tract or parcel of land lying and being in Section 26, Township 22 South, Range 26 East, Lake County, Florida, and being more particularly described as follows:

Commence at an iron axle found at the center of Section 26, Township 22 South, Range 26 East, Lake County, Florida; thence run N89 degrees 33 minutes 31 seconds West along the South line of the Northwest $\frac{1}{4}$ of said Section 26 a distance of 1330.63 feet to a set $\frac{1}{2}$ inch iron rod with cap; thence leave said South line and run North 00 degrees 26 minutes 07 seconds East along the West line of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 26 a distance of 1285.28 feet to a point located on the southern right-of-way line of State Road No. 50 as shown on the Florida Department of Transportation right-of-way maps Section 11070-2505; thence run along said right-of-way line of State Road No. 50, South 89 degrees 06 minutes 32 seconds East, a distance of 572.14 feet to the TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING as thus established, continue along said right-of-way line of State Road No. 50, South 89 degrees 06 minutes 32 seconds East a distance of 710.16 feet to a point; thence leave said right-of-way line of State Road No. 50, and run South 00 degrees 30 minutes 29 seconds West a distance of 314.88 feet to a point; thence North 89 degrees 06 minutes 32 seconds West a distance of 114.80 feet to a point; North 62 degrees 10 minutes 41 seconds West a distance of 99.09 feet to a point; thence North 89 degrees 06 minutes 32 seconds West a distance of 507.31 feet to a point; thence North 00 degrees 30 minutes 29 seconds East a distance of 270.00 feet to the TRUE POINT OF BEGINNING. (As described in Official Records Book 4258 Page 317, Public Records of Lake County, Florida.)

That part of Section 26, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

CITY OF CLERMONT
ORDINANCE No. 2016-11

Commence at an axle found at the center of said Section 26; thence N89°33'31"W along the South line of the Northwest ¼ of said Section 26 for a distance of 1330.63 feet; thence leaving said South line run N00°26'07"E along the West line of the East ½ of the Northwest ¼ of said Section 26 for a distance of 1285.28 feet to the South right-of-way line of State Road 50 as shown on the Florida Department of Transportation Right-of-way Maps Section 11070-2505; thence continue the following courses along said South right-of-way line run S89°06'32"E, 1306.18 feet; thence S00°53'28"W, 20.00 feet; thence S89°06'32"E, 107.05 feet to the POINT OF BEGINNING; thence continue along said South right-of-way line S89°06'32"E, 254.34 feet; thence leaving said South right-of-way line run S00°53'28"W, 286.82 feet; thence N89°06'32"W, 277.22 feet; thence N00°30'29"E, 261.82 feet; thence N45°27'06"E, 35.10 feet to the POINT OF BEGINNING. (As described in Official Records Book 3998 Page 359, Public Records of Lake County, Florida.)

That part of Section 26, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at an axle found at the center of said Section 26; thence N89°33'31"W along the South line of the Northwest ¼ of said Section 26 for a distance of 1330.63 feet; thence leaving said South line run N00°26'07"E along the West line of the East ½ of the Northwest ¼ of said Section 26 for a distance of 1285.28 feet to the South right-of-way line of State Road 50 as shown on the Florida Department of Transportation Right-of-way Maps Section 11070-2505; thence continue the following courses along said South right-of-way line run S89°06'32"E, 1306.18 feet; thence S00°53'28"W, 20.00 feet; thence S89°06'32"E, 361.39 feet to the POINT OF BEGINNING; thence continue along said South right-of-way line S89°06'32"E, 175.82 feet; thence leaving said South right-of-way line run S00°53'28"W, 286.82 feet; thence N89°06'32"W, 175.82 feet; thence N00°53'28"E, 286.82 feet to the POINT OF BEGINNING. (As described in Official Records Book 3982 Page 1745, Public Records of Lake County, Florida.)

All that tract or parcel of land lying and being in Section 26, Township 22 South, Range 26 East, Lake County, Florida, and being more particularly described as follows:

Commence at an iron axle found at the center of Section 26, Township 22 South, Range 26 East, Lake County, Florida; thence run N89 degrees 33 minutes 31 seconds West along the South line of the Northwest ¼ of said Section 26 a distance of 1330.63 feet to a set ½ inch iron rod with cap; thence leave said South line and run North 00 degrees 26 minutes 07 seconds East along the West line of the East ½ of the Northwest ¼ of said Section 26 a distance of 1285.28 feet to a point located on the Southern right-of-way line of State Road No. 50 as shown on the Florida Department of Transportation right-of-way maps Section 11070-2505; thence run along said right-of-way line of State Road No. 50, South 89 degrees 06 minutes 32 seconds East, a distance of 1306.18 feet; thence run South 00 degrees 53 minutes 28 seconds West, 20.0 feet; thence run South 89 degrees 06 minutes 32 seconds East, 537.21 feet to the TRUE POINT OF BEGINNING. FROM THE TRUE POINT OF BEGINNING as thus established, continue along said right-of-way line of State Road No. 50, South 89 degrees 06 minutes 32 seconds East, a distance of 162.79 feet to a point; thence North 00 degrees 53 minutes 28 seconds East, 20.0 feet;

CITY OF CLERMONT
ORDINANCE No. 2016-11

thence South 89 degrees 06 minutes 32 seconds East, 61.26 feet; thence leave said right-of-way line of State Road No. 50, and run South 00 degrees 30 minutes 29 seconds West, a distance of 306.83 feet to a point; thence North 89 degrees 06 minutes 32 seconds West, a distance of 226.10 feet to a point; thence North 00 degrees 53 minutes 28 seconds East, a distance of 286.82 feet to the TRUE POINT OF BEGINNING. (As described in Official Records Book 4571 Page 754, Public Records of Lake County, Florida.)

All of Terrace Grove as recorded in Plat Book 64 Page 18, Public Records of Lake County, Florida.

All of Terrace Grove Partial Replat as recorded in Plat Book 64 Page 46, Public Records of Lake County, Florida.

Containing 44 +/- acres

LOCATION

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

FROM: UE Urban Estate
TO: Planned Unit Development

SECTION 2 - General Conditions:

This application for a Planned Unit Development to allow for single family residential uses along with commercial uses; be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.

SECTION 3 - Land Uses and Specific Conditions:

1. The property received entitlements that were 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. 103 single family residential units were allowed and have been constructed under the

CITY OF CLERMONT
ORDINANCE No. 2016-11

“Terrace Grove Subdivision” plat. No additional single family units are pending. The remaining 380 units were for multi-family dwelling units and have been addressed in Ordinance No. 2016-03 and are not a part of this Ordinance. The commercial portion has been built out except for one parcel, Alternate Key 3871932.

2. Setbacks for 50 foot lots (Single Family detached)

Front:	20 feet from the property line
Secondary Front:	15 feet from the property line
Side:	5 feet from the property line
Rear:	20 feet from the property line
Between Buildings:	10 feet plus 15 feet for each story in excess of two stories
3. 25 percent common open space shall be provided for the overall development.
4. Impervious Surface Area: 0.65 for residential land area and 0.70 for commercial land area.
5. Floor Area Ratio shall not exceed 0.50 for the non-residential development.
6. Commercial uses shall be limited to the following: Automotive Repair, Automotive Service Station, Banking, Car Wash, Professional/Medical Offices, Restaurant (Fast Food and General), Retail (Convenience and General), Wholesale and Warehouse, Day Care Center, Hotel and Motel.
7. Maximum building height will be 45 feet.

SECTION 4:

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

SECTION 5:

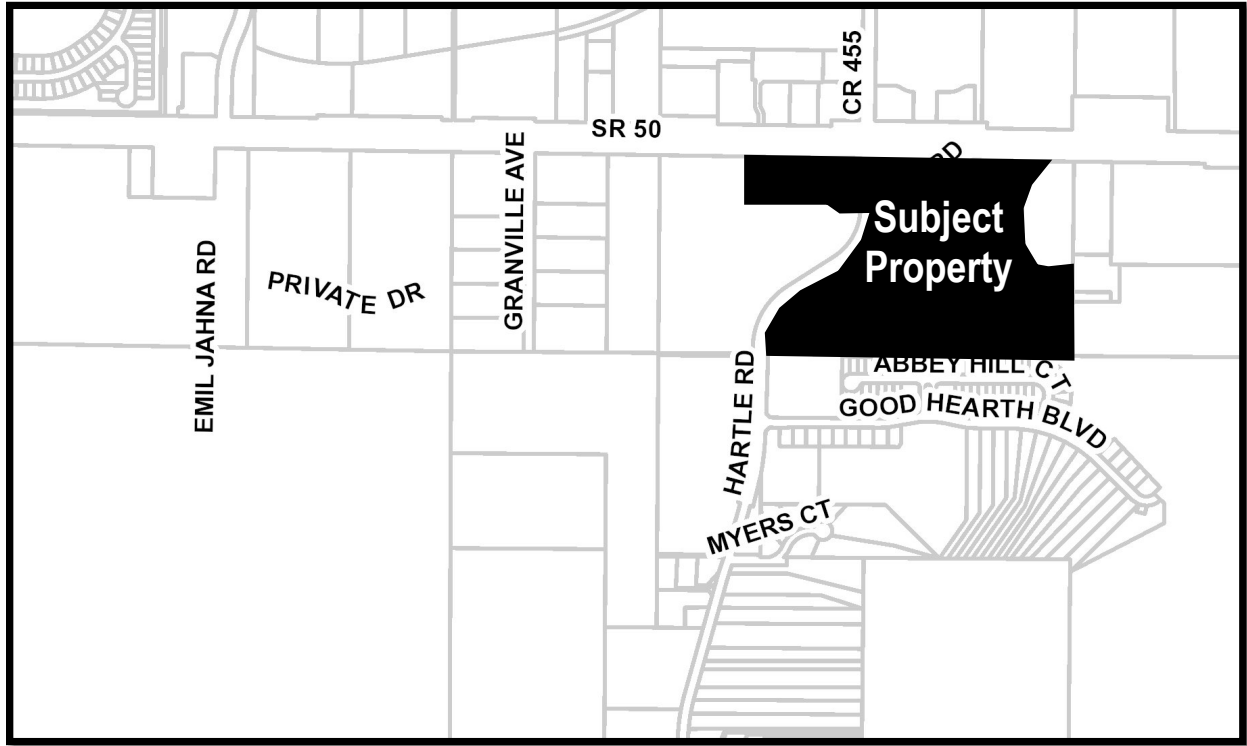
Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from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

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. 2016-11

Location map:



CITY OF CLERMONT
ORDINANCE No. 2016-11

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

WATER & WASTEWATER SERVICE AGREEMENT

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 SR 50/Hartle Rd, LLC, a Georgia limited liability company, and Clermont Partner, LLC, a Georgia limited liability company, and their respective successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is proposing to develop a 325 unit residential community and a commercial development which is located on real property (the "Property") described on Exhibit 'A', attached hereto and by this reference made a part hereof; and

Whereas, the Property is located in the 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 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.
- 1.9 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.10 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 1.9 from the CITY in the form of Impact Fee Credits.
- 1.11 The Impact Fee Credits shall be established subject to Sections 1.8 and 1.10, 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.
- 1.12 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.

Section 2. DEVELOPMENT STANDARDS

- 2.1 The project shall be developed according to the approved Lake County PUD (Ord #2004-4), the preliminary plat dated 11/22/04 and final engineering drawings dated 7/7/05. Items not addressed in the PUD must be developed to the JPA standards unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.
- 2.2 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

John *GOB*
CFR

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 "B". The Notice of Encumbrance shall be executed by all owners of the real property describe din 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, FI 34712-0219

OWNER

BFG Lakeshore, Ltd.
James H. Fant
P.O. Box 568492
Orlando, FI 32856-8492

SR 50/Hartle Rd.
35 Johnson Ferry Rd
Marietta, GA 30068

Clermont Partner, LLC
2900 Delk Rd
Suite 700, #314
Marietta, GA 30067-5350

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 _____.

DATED this 10 day of January, 2006

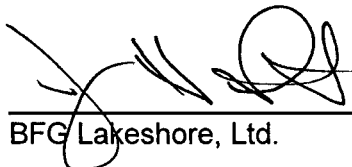
CITY OF CLERMONT

ATTEST:


Harold S. Turville Jr., Mayor


Tracy Ackroyd, City Clerk

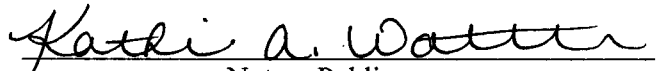
OWNER


MANAGER
BFG Lakeshore, Ltd.

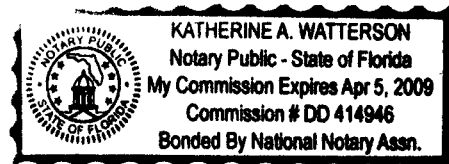
STATE OF Florida
COUNTY OF Orange

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

Witness my hand and official seal this 28th day of August, 2006.


Notary Public

OWNER

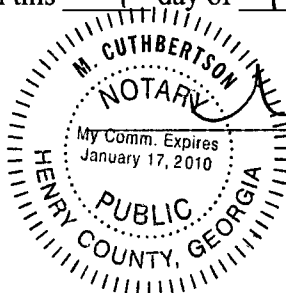



SR 50/Hartle Road, LLC

STATE OF Georgia
COUNTY OF Henry

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared G. Owen Brown, as owner of SR 50/Hartle Road, LLC, who provided identification in the form of _____ or who is personally known to be the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this 24 day of August, 2006



M. Cuthbertson
Notary Public

OWNER

[Signature]
Clermont Partner, LLC.

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 Charles F. Heard Jr. as manager of Clermont Partner LLC, who provided identification in the form of _____ or who is personally known to be the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this 23rd day of August, 2006.

[Signature]
Notary Public

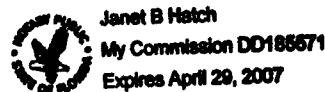


Exhibit A

**HARTLE ROAD
OVERALL BOUNDARY**

DESCRIPTION:

PARCEL 1:

A portion of the Southwest 1/4 of the Northeast 1/4 and a portion of the Southeast 1/4 of the Northwest 1/4 of Section 26, Township 24 South, Range 26 East, formerly known as Tracts 19, 20, 21, 22, 27, 28, 29, 30 and 30A of LAKE HIGHLANDS COMPANY PLAT of Section 26, Township 22 South, Range 26 East, according to the plat thereof as recorded in Plat Book 3, Page 52, Public Records of Lake County, Florida, Less and Except that part of Tract 21 described as follows:

From an iron axle set for the center of said Section 26, run South 89°53'30" West along mid-section line 503.3 feet, thence North 0°03' East 833.95 feet to a concrete monument and the Point of Beginning; thence continue North 0°03' East 451 feet to the South right of way line of State Road No. 50, thence Westerly along said right of way to the West line of the E 1/4 of the SE 1/4 of the NW 1/4 of said Section 26, thence Southerly along said line to a point lying South 89°40' West of the Point of Beginning, thence North 89°40' East to Point of Beginning, subject to right of way of Hartle Road along West side of said property.

NOW LYING WITHIN:

Tracts 19, 20, 22, 27, 28, 29, 30, 30A and a portion of Tract 21 Hartle's Replat, according to the plat thereof as recorded in Plat Book 12, Page 45, Public Records of Lake County, Florida.

Less Road Right of Way for State Road No. 50 and Hartle Road.

PARCEL 2:

From an iron axle set for the center of Section 26, Township 22 South, Range 36 East, run South 39°53'30" West along mid-section line 503.3 feet, thence North 0°03' East 833.95 feet to a concrete monument and the Point of Beginning, thence continue North 0°03' East 451 feet to the South right of way line of State Road No. 50, thence Westerly along said right of way to the West line of the E 1/4 of the SE 1/4 of the NW 1/4 of said Section 26, thence Southerly along said line to a point

lying South 89°40' West to the Point of Beginning; thence North 89°40' East to Point of Beginning, subject to right of way for Hartle Road along West said of said property.

A/K/A a portion of Tract 21, Hartle's Replat, according to the plat thereof as recorded in Plat Book 12, page 45, Public Records of Lake County, Florida.

E/K/A a portion of Tract 21, Lake Highlands Company Section 26, Township 22 S, Range 26 E, Public Records of Lake County, Florida.

Less Road Right of Way for State Road No. 50 and Hartle Road.

HARTLE ROAD
RESIDENTIAL BOUNDARY

DESCRIPTION:

That part of Section 26, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at an iron axle found at the center of said Section 26; thence run N00°30'29"E along the North-South center of section line of Section 26 for a distance of 15.00 feet to the South line of Tract 28, LAKE HIGHLANDS COMPANY, according to the plat thereof, as recorded in Plat Book 3, Page 52, of the Public Records of Lake County, Florida, and the POINT OF BEGINNING; thence run N89°33'31"W along said South line for a distance of 685.12 feet to the West right-of-way line of Hartle Road, as shown on the plat of HARTLE ROAD, according to the plat thereof, as recorded in Plat Book 22, Page 46, of the Public Records of Lake County, Florida; thence run S02°25'50"W along said West right-of-way line for a distance of 15.01 feet to the South line of the Northwest 1/4 of said Section 26; thence leaving said West right-of-way line run N89°33'31"W along the South line of the Northwest 1/4 of said Section 26 for a distance of 644.99 feet; thence leaving said South line run N00°26'07"E along the West line of the East 1/2 of the Northwest 1/4 of said Section 26 and the West line of Tracts 22 and 27 of said LAKE HIGHLANDS COMPANY for a distance of 1285.28 feet to the South right-of-way line of State Road 50, as shown on the Florida Department of Transportation Right-of-way Maps Section 11070-2505; thence run S89°06'32"E along said South right-of-way line for a distance of 572.14 feet; thence leaving said South right-of-way line run S00°30'29"W for a distance of 270.00 feet; thence run S89°06'32"E for a distance of 507.31 feet; thence run S62°10'41"E for a distance of 99.09 feet; thence run S89°06'32"E for a distance of 114.80 feet; thence run N00°30'29"E for a distance of 314.88 feet to the aforesaid South right-of-way line; thence run along said South right-of-way line the following courses and distances S89°06'32"E for a distance of 23.88 feet; thence run S00°53'28"W for a distance of 20.00 feet; thence run S89°06'32"E for a distance of 76.26 feet; thence leaving said South right-of-way line run S00°30'29"W for a distance of 286.83 feet; thence run S89°06'32"E for a distance of 685.14 feet; thence run N00°30'29"E for a distance of 306.83 feet to the aforesaid South right-of-way line; thence run S89°06'32"E along said South right-of-way line for a distance of 422.61 feet to a point hereinafter referred to as Reference Point "A", said point being on the shoreline of Hill Lake; thence run Southwesterly, Southeasterly and Easterly along said shoreline to a point on the

East line of the West 1/2 of the Northeast 1/4 of said Section 26 and the East line of Tract 30A of said LAKE HIGHLANDS COMPANY, said point being S13°26'15"E a distance of 694.94 feet from said Reference Point "A"; thence run S00°35'22"W along said East line for a distance of 575.56 feet to the South line of Tract 30A of said LAKE HIGHLANDS COMPANY; thence run N89°34'53"W along the South line of Tracts 30A, 30 and 29 of said LAKE HIGHLANDS COMPANY for a distance of 1324.41 feet to the POINT OF BEGINNING.

Containing 63.0 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

HARTLE ROAD
WEST SIDE COMMERCIAL SITE
PARCEL A

DESCRIPTION:

That part of Section 26, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at an axle found at the center of said Section 26; thence run N89°33'31"W along the South line of the Northwest 1/4 of said Section 26 for a distance of 1330.63 feet; thence leaving said South line run N00°26'07"E along the West line of the East 1/2 of the Northwest 1/4 of said Section 26 for a distance of 1285.28 feet to the South right-of-way line of State Road 50 as shown on the Florida Department of Transportation right-of-way maps Section 11070-2505; thence run S89°06'32"E along said South right-of-way line for a distance of 572.14 feet to the POINT OF BEGINNING; thence continue S89°06'32"E along said South right-of-way line for a distance of 710.16 feet; thence leaving said South right-of-way line run S00°30'29"W for a distance of 314.88 feet; thence run N89°06'32"W for a distance of 114.80 feet; thence run N62°10'41"W for a distance of 99.09 feet; thence run N89°06'32"W for a distance of 507.31 feet; thence run N00°30'29"E for a distance of 270.00 feet; to the POINT OF BEGINNING.

Containing 4.565 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

TOGETHER WITH:

HARTLE ROAD
EAST SIDE COMMERCIAL SITE
PARCEL B

DESCRIPTION:

That part of Section 26, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at an axle found at the center of said Section 26; thence run N89°33'31"W along the South line of the Northwest 1/4 of said Section 26 for a distance of 1330.63 feet; thence leaving said South line run N00°26'07"E along the West line of the East 1/2 of the Northwest 1/4 of said Section 26 for a distance of 1285.28 feet to the South right-of-way line of State Road 50 as shown on the Florida Department of Transportation right-of-way maps Section 11070-2505; thence run the following courses and distance along said South right-of-way line S89°06'32"E 1306.18 feet; thence run S00°53'28"W 20.00 feet; thence run S89°06'32"E 76.26 feet to the POINT OF BEGINNING; thence continue the following courses and distances along said South right-of-way line run S89°06'32"E for a distance of 623.74 feet; thence run N00°53'28"E for a distance of 20.00 feet; thence run S89°06'32"E for a distance of 61.26 feet; thence leaving said South right-of-way line run S00°30'29"W for a distance of 306.83 feet; thence run N89°06'32"W for a distance of 685.14 feet; thence run N00°30'29"E for a distance of 286.83 feet to the POINT OF BEGINNING.

Containing 4.540 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

Exhibit B

Notice of Encumbrance
to Annex to City of Clermont

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

THIS INSTRUMENT, Made this 10th day of January 2006, between BFG Lakeshore, LTD, of the County of Lake, State of Florida Grantor, SR 50/Hartle Rd, LLC, Clermont Partner, LLC 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:

See Attached Exhibit "A" - Legal Description

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):

X. 3
CFA
Signature [Signature]
Type or print name Charles F. Heard Jr

2. Signature [Signature]
Type or print name G OWEN BROWN

Signature [Signature]
Type or print name JAMES H. FAUNT

WITNESSES (Two required):

1. Signature [Signature]
Type or print name Dunlap Int'l, Inc.

2. Signature [Signature]
Type or print name John A. Stephens

3. Signature [Signature]
Type or print name Katherine A. Watterson

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 23rd day of August, 2006, by Charles F. Heard, Jr., who is personally known to me or who has produced _____ as identification and who did not take an oath.

SEAL:

Notary Public [Signature] Type/print name Janet B. Hatch



Janet B Hatch
My Commission DD186671
Expires April 29, 2007

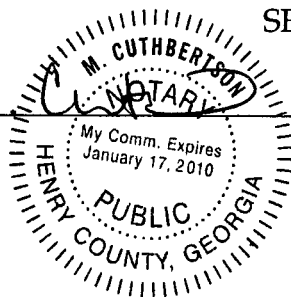
STATE OF Georgia

COUNTY OF Denny

The foregoing instrument was acknowledged before me on this 24 day of August, 2006, by G. Owen Brown, who is personally known to me or who has produced _____ as identification and who did not take an oath.

SEAL:

Notary Public M. Cuthbertson



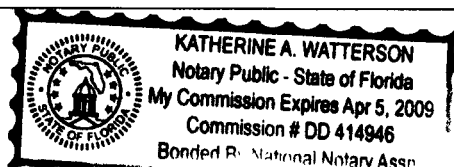
Type/print name M. Cuthbertson

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 28th day of August, 2006, by James H. Fant, who is personally known to me or who has produced _____ as identification and who did not take an oath.

SEAL:



Notary Public Katherine A. Watterson

Type/print name Katherine A. Watterson

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

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)

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

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

9
10 A. Land Use and Design:

11
12 1. Residential:

13 a. Density:

14 i. 103 single-family residential.

15 ii. 380 multi-family or townhome units.

16 iii. The overall density shall not exceed seven (7) dwelling units to
17 the net acre.

18
19 b. Setbacks for 50-foot Lots (Single-Family Detached or Townhomes)

20
21 Front: 20 feet from the property line

22 Secondary Front: 15 feet from the property line

23 Side: 5 feet from the property line (Single-Family
24 Detached)

25 Side: Zero lot line for shared common walls (Townhomes)

26 Rear: 20 feet from the property line (5 feet for accessory
27 structures)

28 Between Buildings: 10 feet plus 15 feet for each story in excess of two
29 stories

30
31 c. Setbacks for Multifamily Residential

32
33 Front: 20 feet from the property line

34 Secondary Front: 15 feet from the property line

35 Side: 5 feet from the property line plus 15 feet for each
36 story in excess of two (2)

37 Rear: 20 feet from the property line

38 Between Buildings: 10 feet plus 15 feet for each story in excess of two
39

40 d. The multi-family development shall provide internal connections for
41 pedestrian access to the commercial portions of the development on the
42 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)

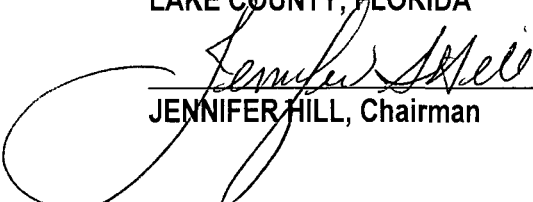
1 **SECTION 3. Effective Date.** This Ordinance shall become effective as provided by law.

2
3 ENACTED this 23 day of August, 2011.

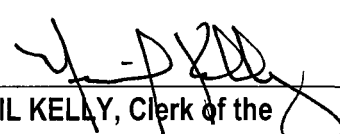
4
5 FILED with the Secretary of State September 2, 2011.

6
7 EFFECTIVE September 2, 2011.

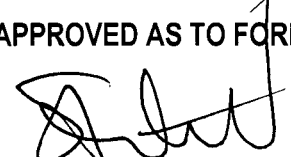
8 **BOARD OF COUNTY COMMISSIONERS**
9 **LAKE COUNTY, FLORIDA**

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12 **JENNIFER HILL, Chairman**

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14 **ATTEST:**

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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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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.

Exhibit - Location Map
Hartle/Terrace Groves PUD

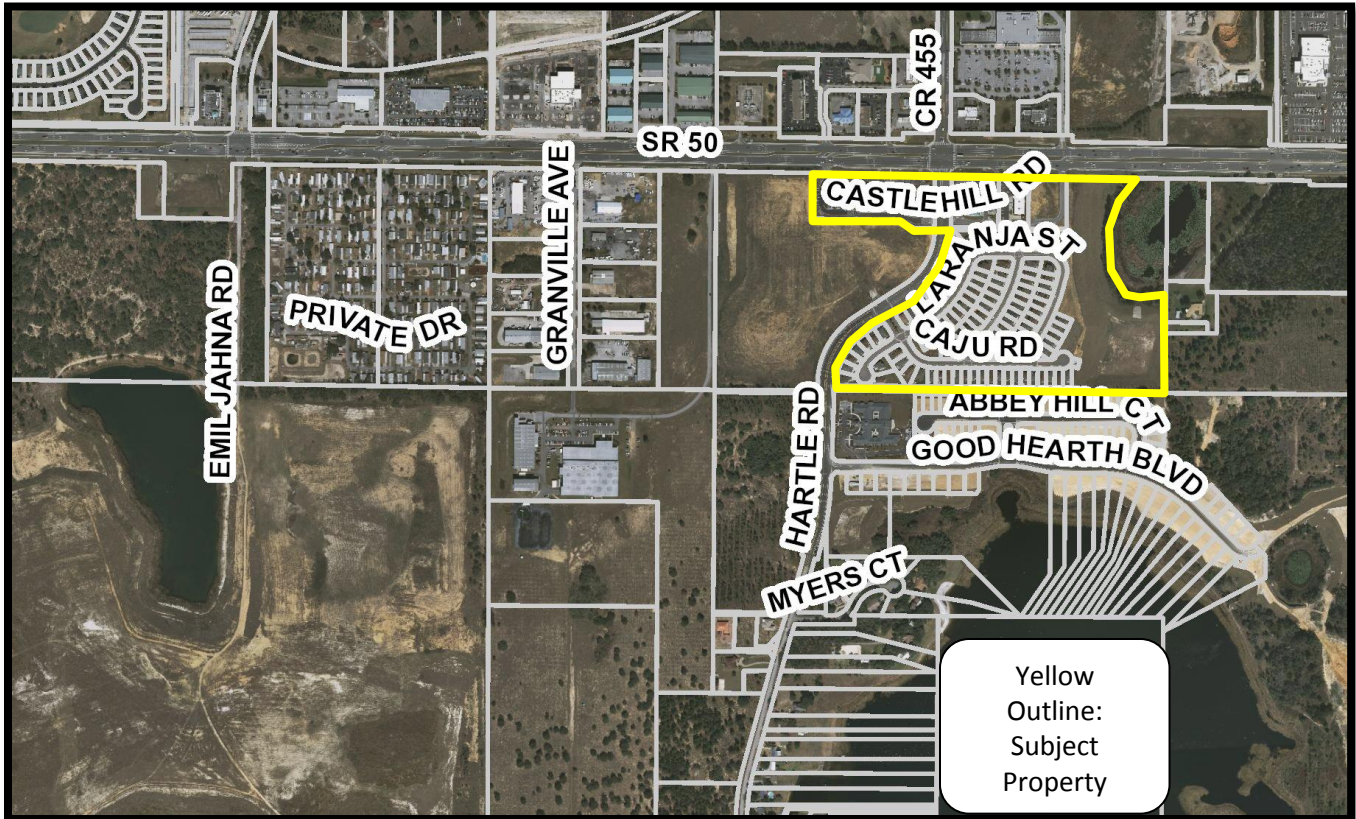
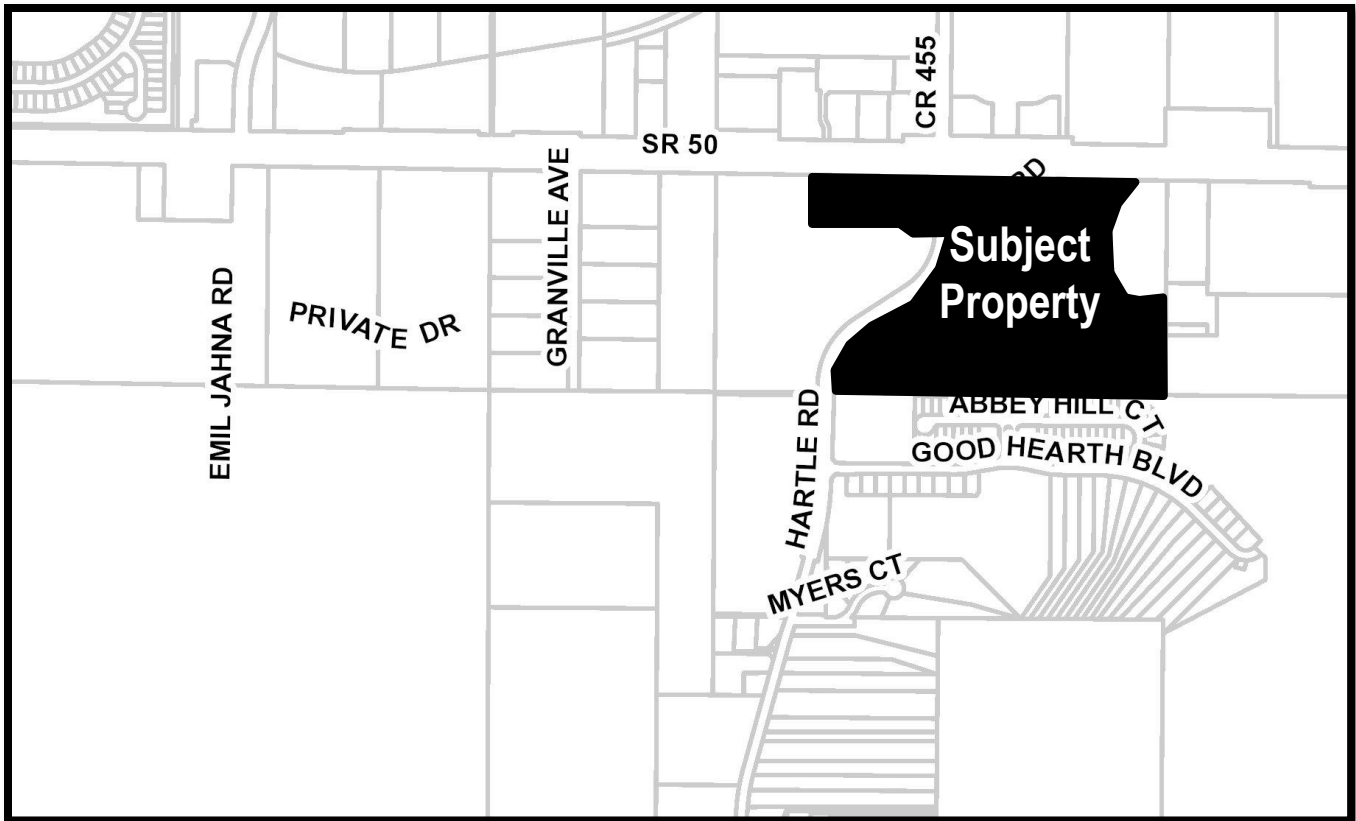
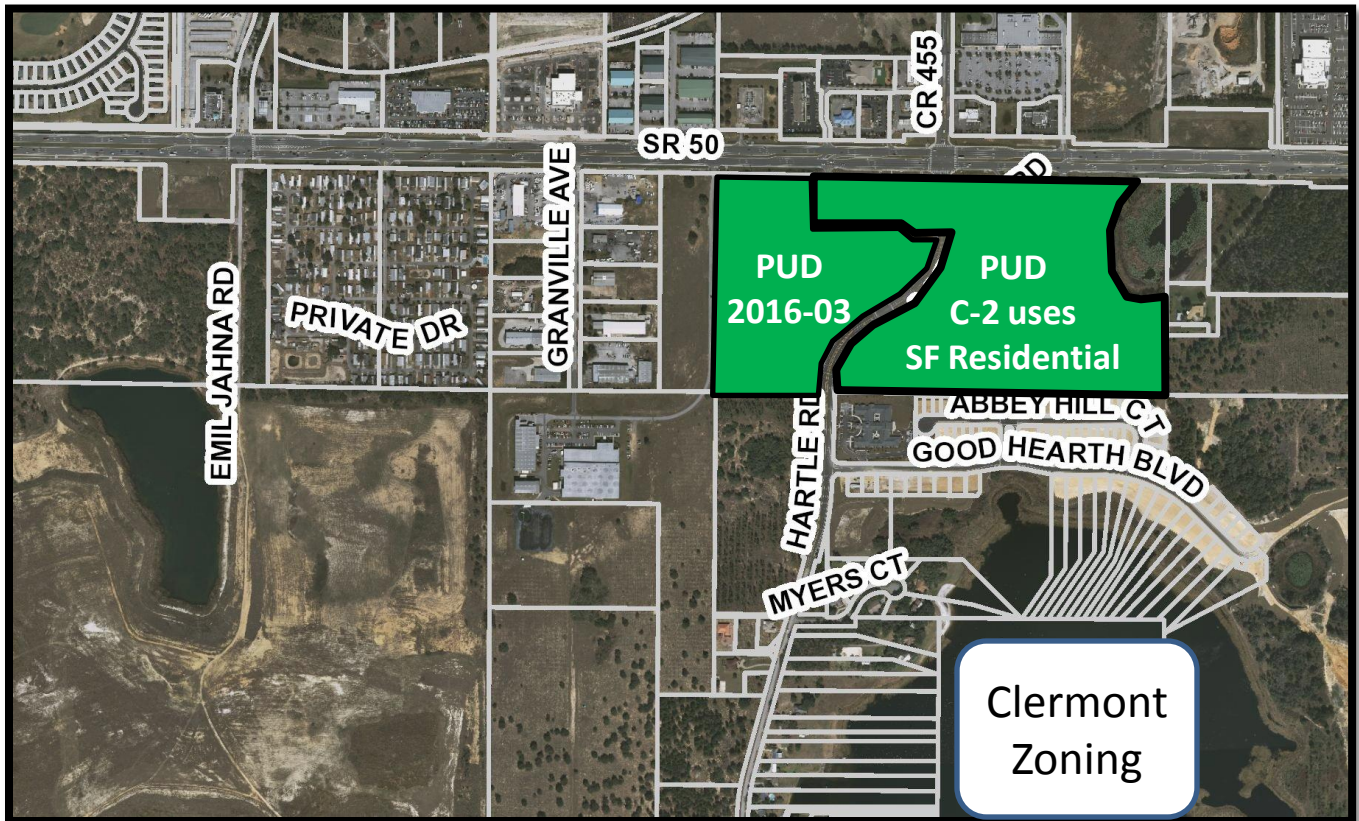
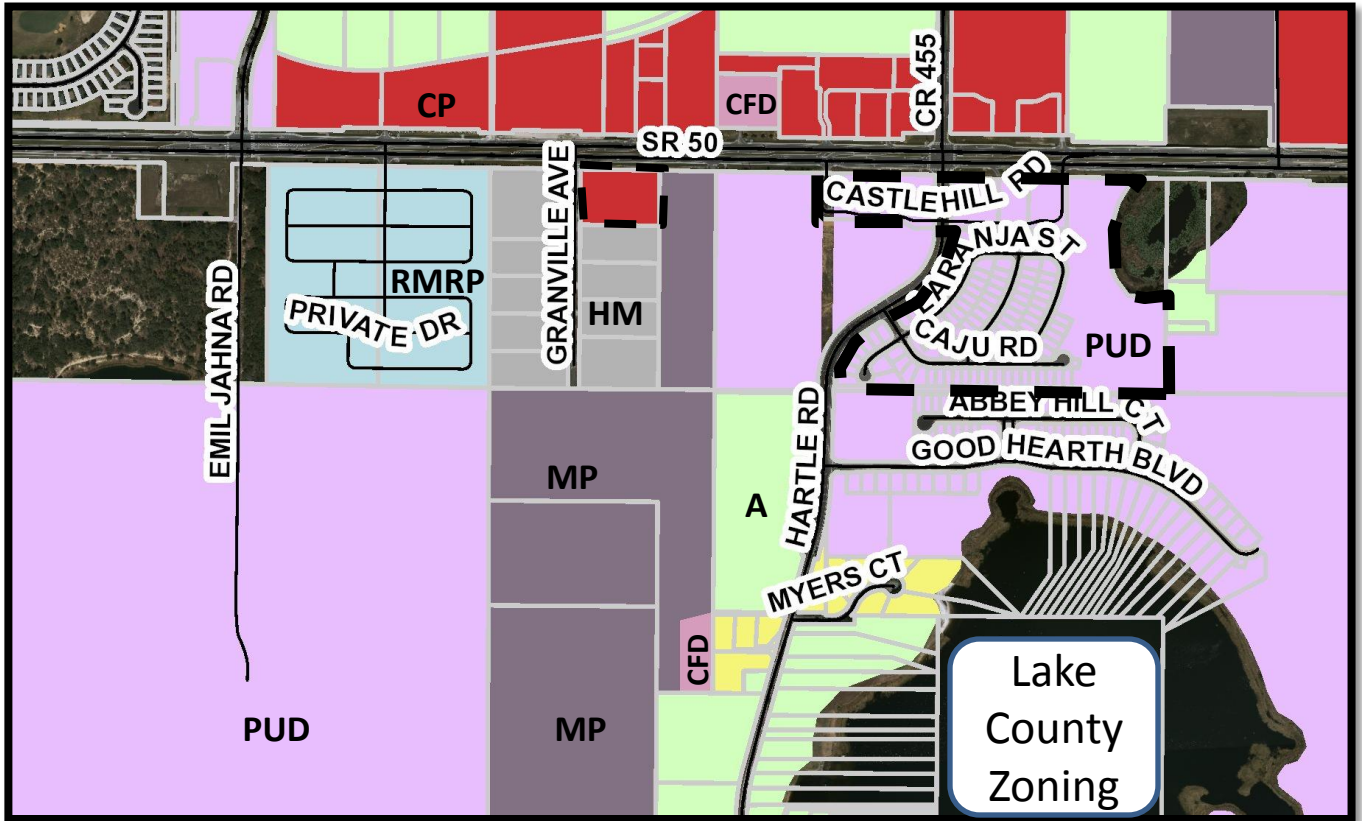


Exhibit – Zoning
Hartle/Terrace Groves



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. 2016-11

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

South of S.R. 50, East and West of the Hartle Road

LEGAL DESCRIPTION

All of that tract or parcel of land lying and being in Section 26, Township 22 South, Range 26 East, Lake County, Florida, and being more particularly described as follows:

Commence at an iron axle found at the center of Section 26, Township 22 South, Range 26 East, Lake County, Florida; thence run N89 degrees 33 minutes 31 seconds West along the South line of the Northwest $\frac{1}{4}$ of said Section 26 a distance of 1330.63 feet to a set $\frac{1}{2}$ inch iron rod with cap; thence leave said South line and run North 00 degrees 26 minutes 07 seconds East along the West line of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 26 a distance of 1285.28 feet to a point located on the southern right-of-way line of State Road No. 50 as shown on the Florida Department of Transportation right-of-way maps Section 11070-2505; thence run along said right-of-way line of State Road No. 50, South 89 degrees 06 minutes 32 seconds East, a distance of 572.14 feet to the TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING as thus established, continue along said right-of-way line of State Road No. 50, South 89 degrees 06 minutes 32 seconds East a distance of 710.16 feet to a point; thence leave said right-of-way line of State Road No. 50, and run South 00 degrees 30 minutes 29 seconds West a distance of 314.88 feet to a point; thence North 89 degrees 06 minutes 32 seconds West a distance of 114.80 feet to a point; North 62 degrees 10 minutes 41 seconds West a distance of 99.09 feet to a point; thence North 89 degrees 06 minutes 32 seconds West a distance of 507.31 feet to a point; thence North 00 degrees 30 minutes 29 seconds East a distance of 270.00 feet to the TRUE POINT OF BEGINNING.

(As described in Official Records Book 4258 Page 317, Public Records of Lake County, Florida.)

That part of Section 26, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at an axle found at the center of said Section 26; thence N89°33'31"W along the South line of the Northwest $\frac{1}{4}$ of said Section 26 for a distance of 1330.63 feet; thence leaving said South line run N00°26'07"E along

the West line of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 26 for a distance of 1285.28 feet to the South right-of-way line of State Road 50 as shown on the Florida Department of Transportation Right-of-way Maps Section 11070-2505; thence continue the following courses along said South right-of-way line run S89°06'32"E, 1306.18 feet; thence S00°53'28"W, 20.00 feet; thence S89°06'32"E, 107.05 feet to the POINT OF BEGINNING; thence continue along said South right-of-way line S89°06'32"E, 254.34 feet; thence leaving said South right-of-way line run S00°53'28"W, 286.82 feet; thence N89°06'32"W, 277.22 feet; thence N00°30'29"E, 261.82 feet; thence N45°27'06"E, 35.10 feet to the POINT OF BEGINNING. (As described in Official Records Book 3998 Page 359, Public Records of Lake County, Florida.)

That part of Section 26, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at an axle found at the center of said Section 26; thence N89°33'31"W along the South line of the Northwest $\frac{1}{4}$ of said Section 26 for a distance of 1330.63 feet; thence leaving said South line run N00°26'07"E along the West line of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 26 for a distance of 1285.28 feet to the South right-of-way line of State Road 50 as shown on the Florida Department of Transportation Right-of-way Maps Section 11070-2505; thence continue the following courses along said South right-of-way line run S89°06'32"E, 1306.18 feet; thence S00°53'28"W, 20.00 feet; thence S89°06'32"E, 361.39 feet to the POINT OF BEGINNING; thence continue along said South right-of-way line S89°06'32"E, 175.82 feet; thence leaving said South right-of-way line run S00°53'28"W, 286.82 feet; thence N89°06'32"W, 175.82 feet; thence N00°53'28"E, 286.82 feet to the POINT OF BEGINNING. (As described in Official Records Book 3982 Page 1745, Public Records of Lake County, Florida.)

All that tract or parcel of land lying and being in Section 26, Township 22 South, Range 26 East, Lake County, Florida, and being more particularly described as follows:

Commence at an iron axle found at the center of Section 26, Township 22 South, Range 26 East, Lake County, Florida; thence run N89 degrees 33 minutes 31 seconds West along the South line of the Northwest $\frac{1}{4}$ of said Section 26 a distance of 1330.63 feet to a set $\frac{1}{2}$ inch iron rod with cap; thence leave said South line and run North 00 degrees 26 minutes 07 seconds East along the West line of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 26 a distance of 1285.28 feet to a point located on the Southern right-of-way line of State Road No. 50 as shown on the Florida Department of Transportation right-of-way maps Section 11070-2505; thence run along said right-of-way line of State Road No. 50, South 89 degrees 06 minutes 32 seconds East, a distance of 1306.18 feet; thence run South 00 degrees 53 minutes 28 seconds West, 20.0 feet; thence run South 89 degrees 06 minutes 32 seconds East, 537.21 feet to the TRUE POINT OF

BEGINNING. FROM THE TRUE POINT OF BEGINNING as thus established, continue along said right-of-way line of State Road No. 50, South 89 degrees 06 minutes 32 seconds East, a distance of 162.79 feet to a point; thence North 00 degrees 53 minutes 28 seconds East, 20.0 feet; thence South 89 degrees 06 minutes 32 seconds East, 61.26 feet; thence leave said right-of-way line of State Road No. 50, and run South 00 degrees 30 minutes 29 seconds West, a distance of 306.83 feet to a point; thence North 89 degrees 06 minutes 32 seconds West, a distance of 226.10 feet to a point; thence North 00 degrees 53 minutes 28 seconds East, a distance of 286.82 feet to the TRUE POINT OF BEGINNING. (As described in Official Records Book 4571 Page 754, Public Records of Lake County, Florida.)

All of Terrace Grove as recorded in Plat Book 64 Page 18, Public Records of Lake County, Florida.

All of Terrace Grove Partial Replat as recorded in Plat Book 64 Page 46, Public Records of Lake County, Florida.

Containing 44 +/- acres

FROM UE Urban Estate
TO Planned Unit Development

This request will be considered by the Planning & Zoning Commission on Tuesday, March 1, 2016 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, April 12, 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
February 23 and March 29, 2016



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 8, 2016		
Agenda Item Name		
Ordinance No. 2016-12 <i>Introduction</i> <i>Miller Rezoning</i>		
Requested Action		
Move to introduce Ordinance 2016-12.		
Staff Report		
The applicant is requesting a rezoning of the subject parcel located at 770 Almond Street. The proposed rezoning is from the current R-3-A Residential / Professional district to the City's C-1 Light Commercial zoning district. The applicant proposes to redevelop the site from the current single-family residential structure to a professional office. Parking, water retention and landscape buffers will be included with the redevelopment. The future land use designation for the parcel is Commercial which matches the request for rezoning to C-1 Light Commercial zoning. Staff recommends approval of the rezoning to C-1 Light Commercial zoning district.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance		REZ ORD 2016-12.docx
2. Location Map		Location Map.doc
3. Zoning and Future Land Use		Current Zoning Map.doc
4. Street Picture		Street Picture.doc
5. Legal ad		REZ legal ad.docx

CITY OF CLERMONT
ORDINANCE No. 2016-12

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

Clermont, Clermont Heights, Lots 291, 292; PB 4 PG 1, ORB 4736 PG 1043

LOCATION

770 Almond Street, Alternate Key 1618436

**FROM: R-3-A Residential Professional
TO: C-1 Light Commercial**

SECTION 2:

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

SECTION 3:

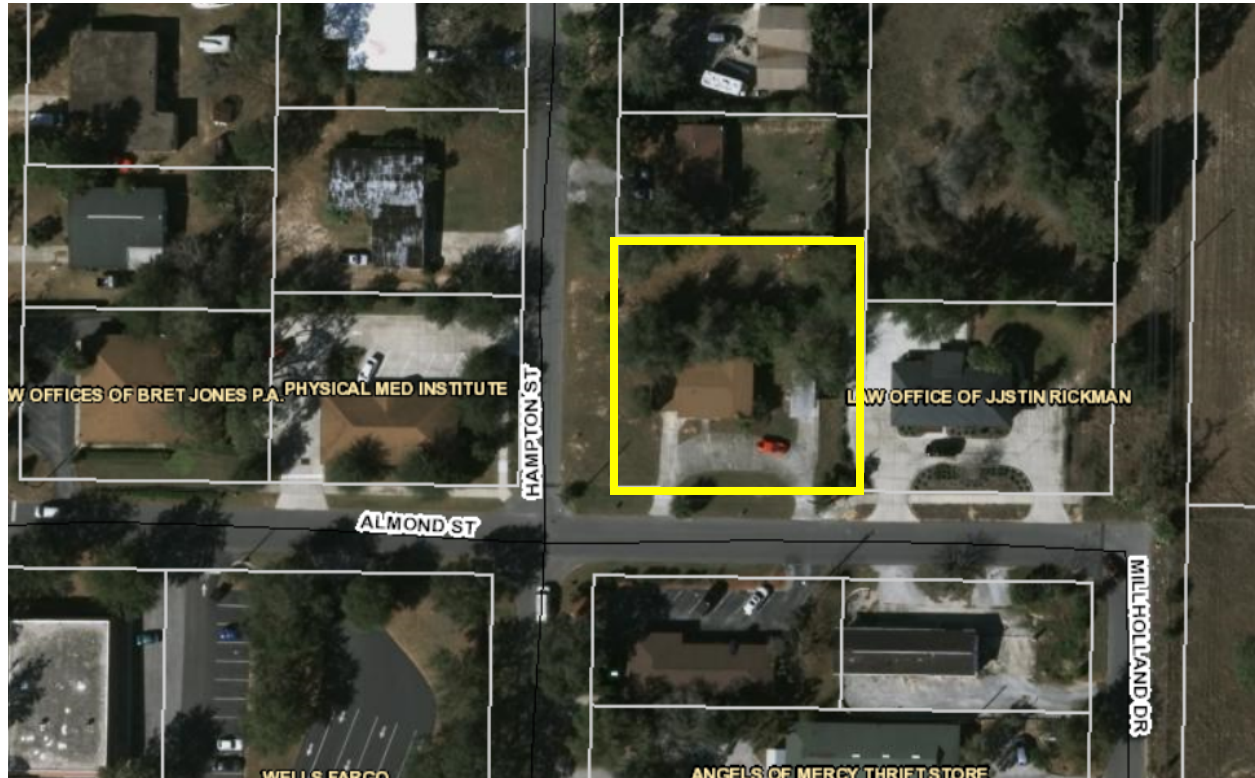
Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from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

SECTION 4:

This Ordinance shall be 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. 2016-12

Location map:



CITY OF CLERMONT
ORDINANCE No. 2016-12

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 22nd day of March, 2016.

CITY OF CLERMONT

Gail L. Ash, Mayor

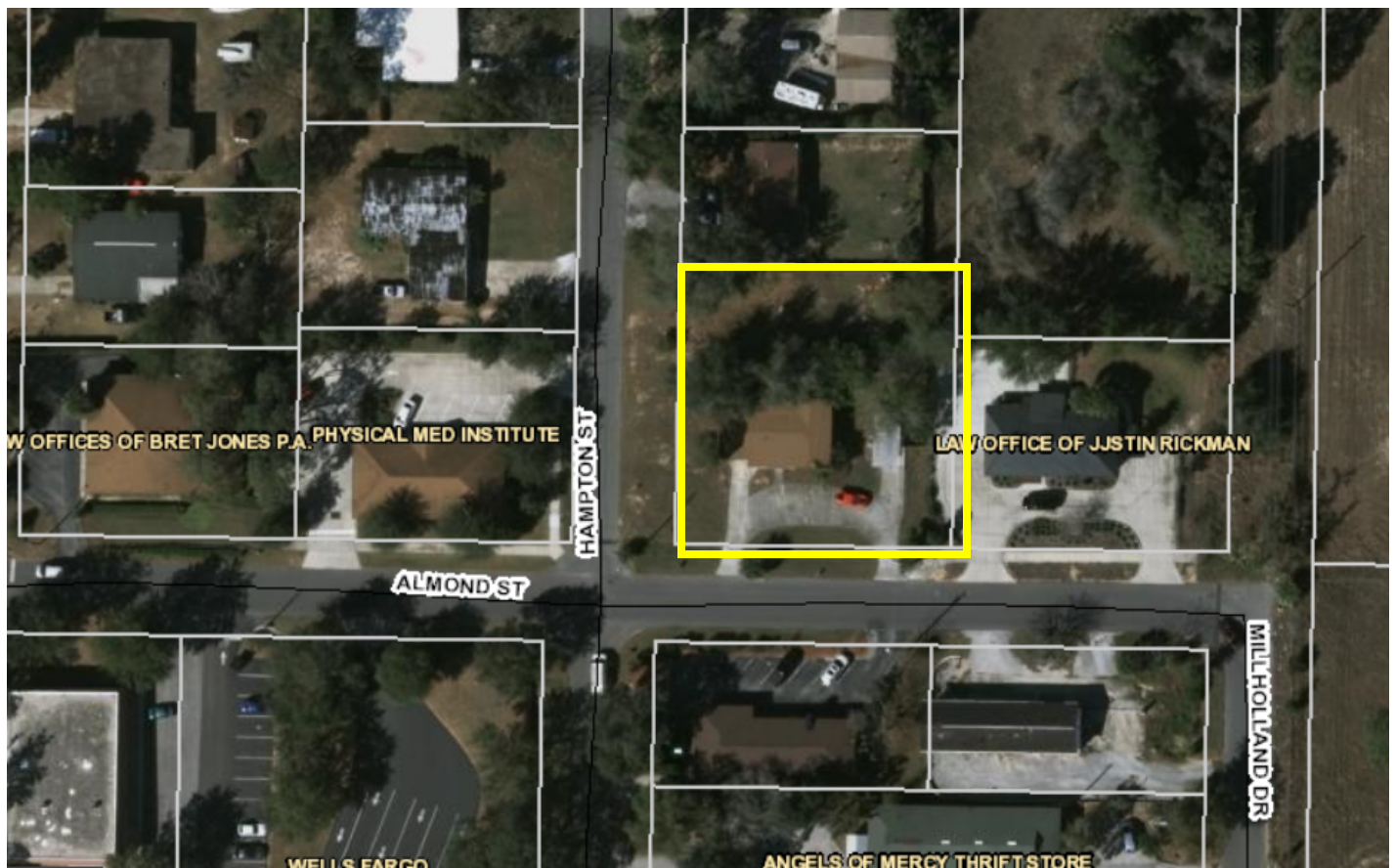
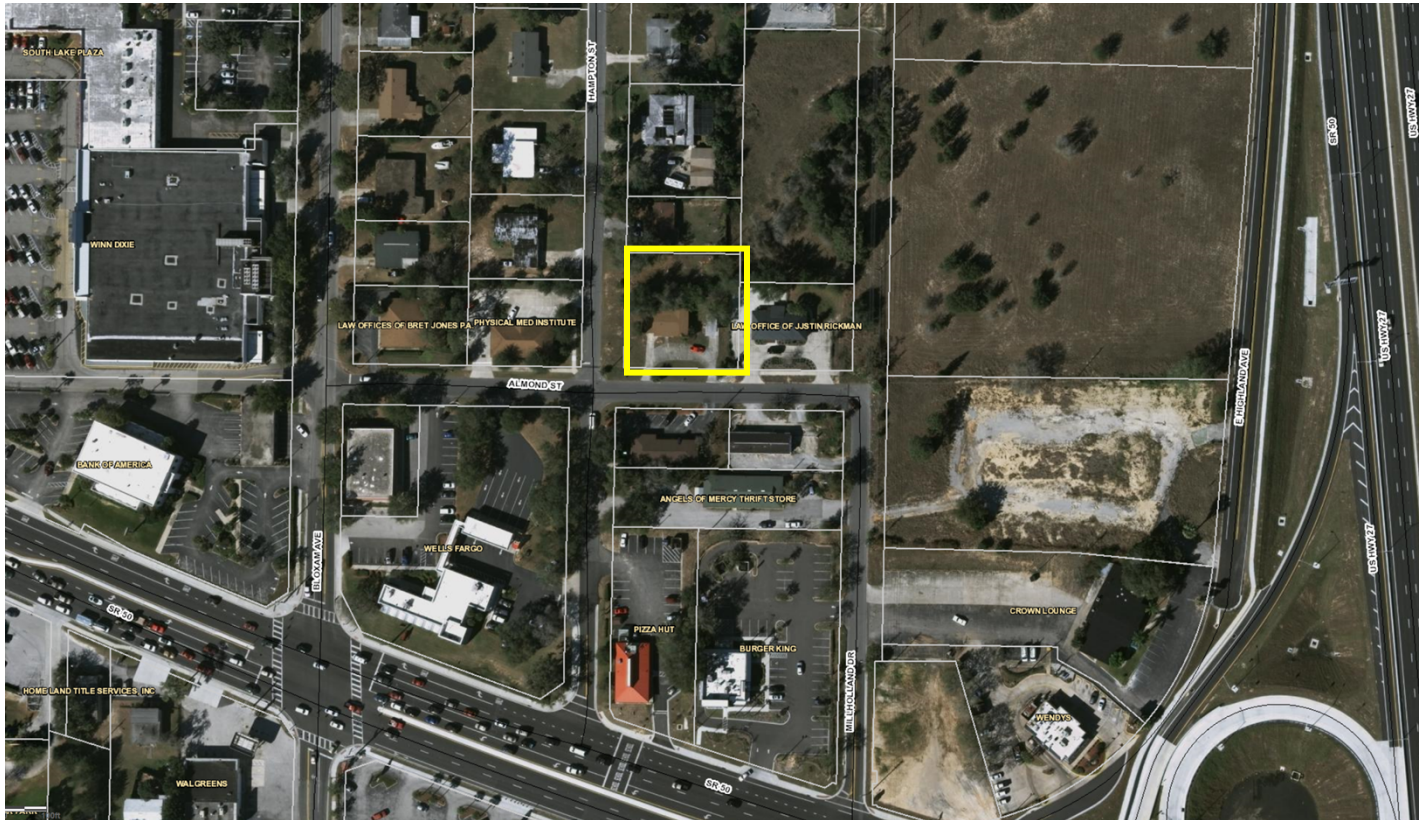
ATTEST:

Tracy Ackroyd Howe, City Clerk

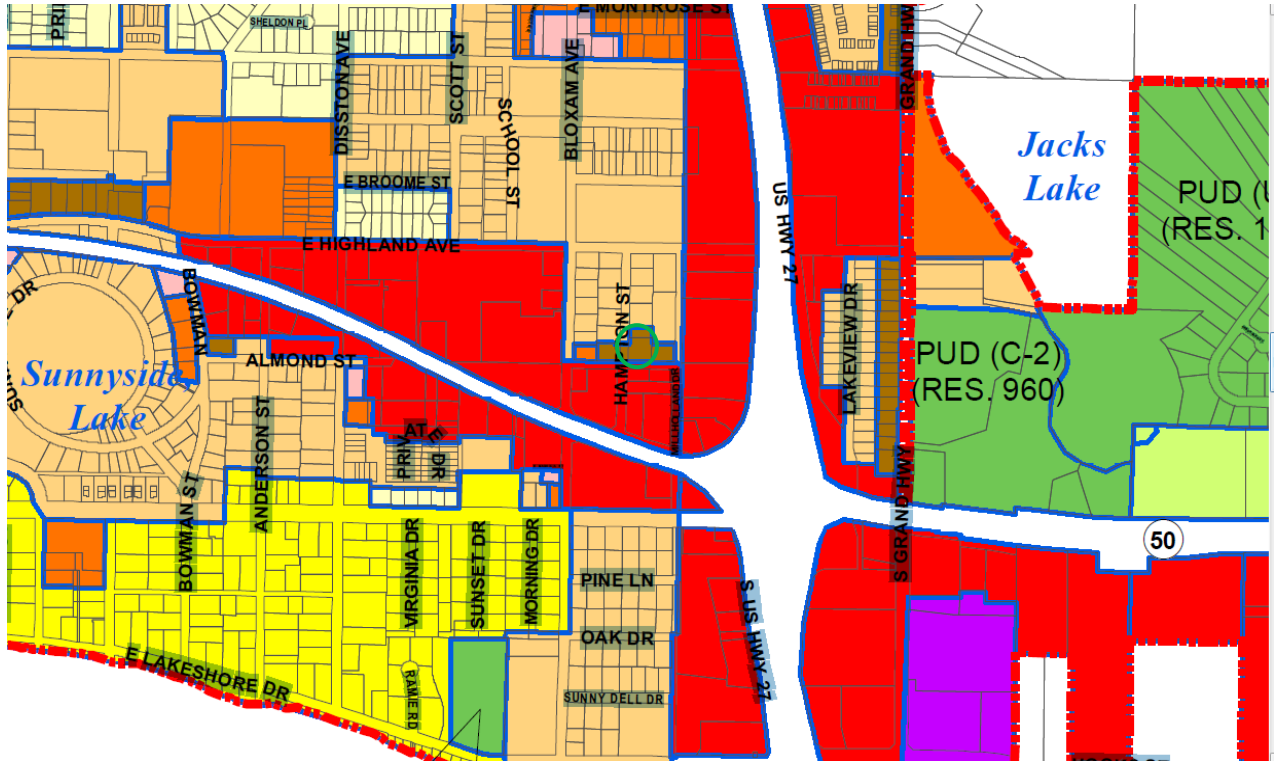
Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

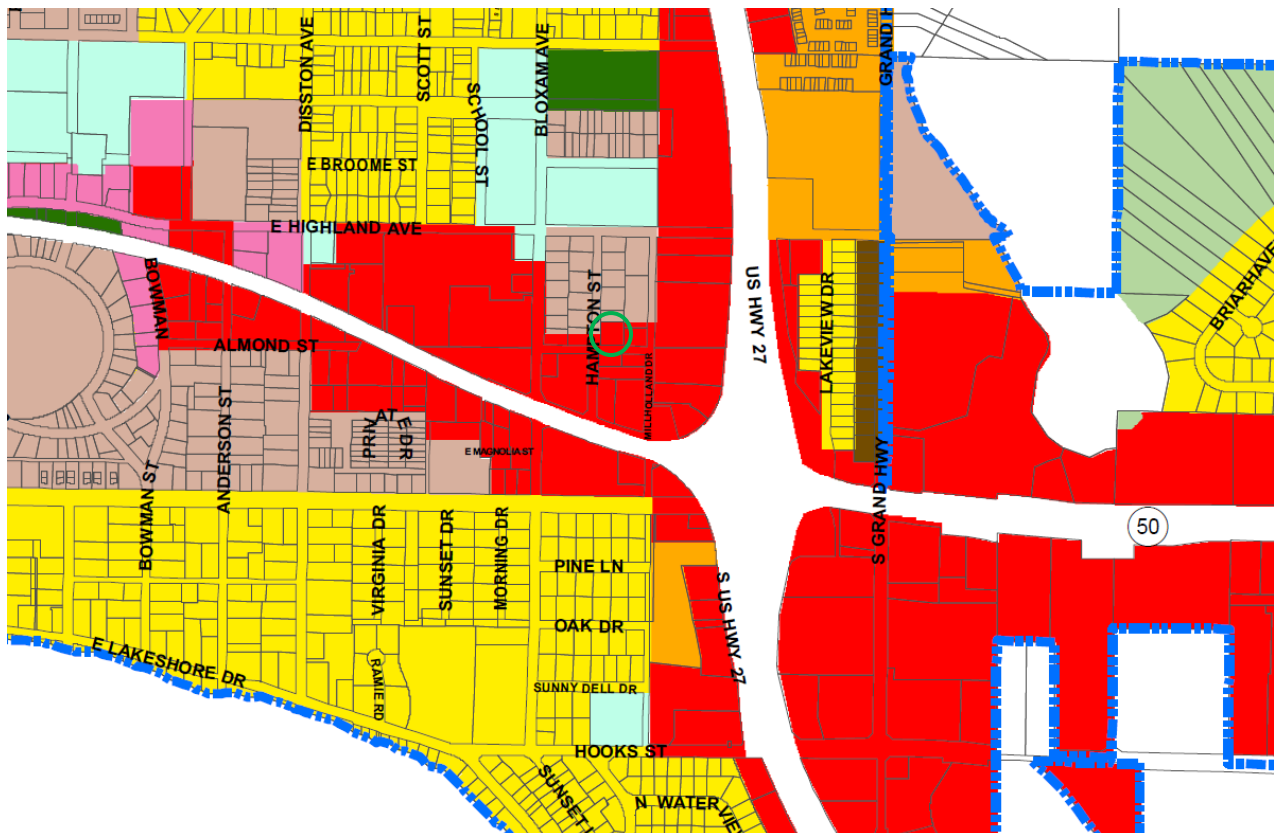
Location Map:



Current Zoning Map: R-3-A Residential Professional



Current Land Use Map: Commercial



770 Almond Street (from intersection of Hampton and Almond St.)



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. 2016-12

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

770 Almond Street, Alternate Key 1618436

LEGAL DESCRIPTION

Clermont, Clermont Heights Lots 291, 292; PB 4 PG 1, ORB 4736 PG 1043

FROM R-3-A Residential Professional
TO C-1 Light Commercial

This request will be considered by the Planning & Zoning Commission on Tuesday, March 1, 2016 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, March 22, 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
February 23 and March 8, 2016